

AGENDA
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
5000 CLARK AVENUE
LAKEWOOD, CALIFORNIA

October 14, 2025

ADJOURNED MEETING:

6:00 p.m.

SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM PLAN, BUDGET AND FUNDING APPROPRIATIONS - It is recommended City Council adopt seven-year CIP plan; appropriate funds pursuant to CIP plan for FY 25-26 and FY 26-27; and authorize Public Works Director to administer and manage Seven-Year Capital Improvement Plan within approved capital budget appropriation, including transfers of funding between capital projects.

EXECUTIVE BOARD ROOM

CALL TO ORDER

7:30 p.m.

INVOCATION: Pastor Tommy Forrester, ONE Church Lakewood

PLEDGE OF ALLEGIANCE: Girl Scout Troop 823

ROLL CALL: Mayor Cassandra Chase
Vice Mayor Jeff Wood
Council Member David Arellano
Council Member Steve Croft
Council Member Todd Rogers

ANNOUNCEMENTS AND PRESENTATIONS:

Presentation by Lynsey Russell, Rotary Club of Lakewood, Regarding Project Shepherd

PUBLIC COMMENT ON ITEMS IN THE AGENDA

ROUTINE ITEMS:

All items listed within this section of the agenda are considered to be routine and will be enacted by one motion without separate discussion. Any Member of Council may request an item be removed for individual discussion or further explanation. All items removed shall be considered immediately following action on the remaining items.

RI-1 PERSONNEL TRANSACTIONS - It is recommended City Council approve report of personnel transactions.

RI-2 REGISTERS OF DEMANDS - It is recommended City Council approve registers of demands.

RI-3 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 - It is recommended City Council receive and file the report.

RI-4 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - SEPTEMBER 2025 - It is recommended City Council receive and file the report.

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ROUTINE ITEMS: - Continued

- RI-5 RESOLUTION NO. 2025-59; AMENDING RESOLUTION NO. 2024-25 PERTAINING TO EMPLOYEE BENEFITS AND THE CLASSIFICATION AND COMPENSATION OF CITY OFFICERS AND EMPLOYEES, AND ESTABLISHING EMPLOYEE BENEFITS, DEFINING THE CONDITIONS AND HOURS OF EMPLOYMENT, AND ADOPTING A CLASSIFICATION AND COMPENSATION PLAN FOR CITY OFFICERS AND EMPLOYEES - It is recommended City Council adopt proposed resolution.
- RI-6 RENEWAL OF SOUTHERN CALIFORNIA EDISON COMPANY LICENSE AGREEMENT FOR LAKEWOOD EQUESTRIAN CENTER - It is recommended City Council authorize Mayor to execute, on behalf of City, Southern California Edison Company License Agreement for use of SCE-owned property located within footprint of Lakewood Equestrian Center, as approved as to form by City Attorney.
- RI-7 THE FIRST AMENDMENT TO THE RECREATION LEASE AGREEMENT FOR LAKEWOOD EQUESTRIAN CENTER - It is recommended City Council authorize Mayor approve the First Amendment to the Recreation Lease Agreement for Lakewood Equestrian Center, subject to approval as to legal form by the City Attorney.
- RI-8 COOPERATIVE AGREEMENT WITH SMART COMPLIANCE FOR RECYCLING TRACKING AND RECORDKEEPING SOFTWARE FOR CALRECYCLE SB 1383 COMPLIANCE - It is recommended City Council approve Service Agreement with SMART Compliance, in amount not-to-exceed \$100,000, utilizing terms and pricing from City of Brea Agreement for purchase and installation of recycling compliance tracking and record keeping software.
- RI-9 THIRD AMENDMENT OF MEMORANDUMS OF UNDERSTANDING WITH GATEWAY REGION INTEGRATED WATER MANAGEMENT JOINT POWERS AUTHORITY - It is recommended City Council approve Amendment No. 3 to MOU with Gateway Water Management Authority for implementation of WMP and CIMP for Lower Los Angeles River – Reach 1 Watershed, Los Cerritos Channel Watershed, and Lower San Gabriel River Watershed in form approved by City Attorney and authorize signature by Mayor.
- RI-10 COOPERATIVE AGREEMENT FOR INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON AT INTERSECTION OF DEL AMO BOULEVARD AND CLARETTA AVENUE - It is recommended City Council authorize City Manager to approve and execute Interagency Cooperative Agreement with City of Cerritos for installation of a RRFB at intersection of Del Amo Boulevard and Claretta Avenue.
- RI-11 ANNUAL STREETS AND ALLEYS RESURFACING PROJECT – CHANGE ORDER FOR RTC EQUIPMENT FOR SPEED FEEDBACK SIGNS - It is recommended City Council decrease award to Hardy and Harper, Inc. for installation of Speed Feedback Signs in amount of \$63,654.30; decrease project contingency by \$7,123.65 for total approved contingency amount of \$1,725,116.35; and authorize staff to purchase speed feedback signs from RTC Manufacturing, Inc., in amount of \$70,777.95 for Annual Streets and Alleys Project, Public Works Project No. 25–11.
- RI-12 AGREEMENT WITH ROBERT TOYER FOR HOMELESS SERVICES LIAISON - It is recommended City Council approve agreement with Robert Toyer to provide homeless outreach services as Homeless Services Liaison for term expiring June 30, 2026 and authorize Mayor to sign agreement as approved by City Attorney.

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LEGISLATION:

- 2.1 INTRODUCTION OF ORDINANCE NO. 2025-2 AND RESOLUTION 2025-60; ADOPTION OF 2025 CALIFORNIA BUILDING CODE - It is recommended City Council introduce proposed ordinance and adopt proposed resolution.

REPORTS:

- 3.1 CONSTRUCTION MANAGEMENT PROPOSAL AND ON-CALL AGREEMENT FOR PALMS PARK COMMUNITY CENTER IMPROVEMENTS - It is recommended City Council authorize Ardurra Group Inc. proposal dated August 7, 2025, to provide construction management and labor compliance services for Palms Park Community Center Improvements, under existing Agreement for Engineering Services, in amount not-to-exceed \$1,058,319.75; and authorize on-call professional services agreements with Griffin Structures, Inc in form approved by City Attorney.
- 3.2 QUARTERLY BUDGET REPORT OF MAJOR FUNDS AS OF SEPTEMBER 30, 2025 - It is recommended City Council receive and file the report.
- 3.3 2025 HALLOWEEN CARNIVALS - It is recommended City Council receive and file the report.

WRITTEN COMMUNICATIONS:

CORRESPONDENCE FROM THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT REGARDING APPOINTMENT OF CITY REPRESENTATIVE - Staff recommends City Council appoint City's representative to Greater Los Angeles County Vector Control District Board of Trustees.

ORAL COMMUNICATIONS:

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you are a qualified individual with a disability and need an accommodation to participate in the City Council meeting, please contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; or at cityclerk@lakewoodca.gov at least 48 hours in advance to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

Agenda items are on file in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, and are available for public review during regular business hours. Any supplemental material distributed after the posting of the agenda will be made available for public inspection during normal business hours in the City Clerk's Office. For your convenience, the agenda and the supporting documents are available in an alternate format by request and are also posted on the City's website at www.lakewoodca.gov

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Seven-Year Capital Improvement Program Plan, Budget and Funding Appropriations

INTRODUCTION

Staff has been working with the CIP Council Committee to develop a seven-year CIP Plan for FY 25-26 through FY 31-32 including committed and planned projects, estimated budgets, and funding information. The CIP plan has been developed to address known and scheduled maintenance projects and to implement new infrastructure improvements for the City's building, equestrian, landscape, parks, sewer, streets, traffic and stormwater facilities. Staff recommends adoption of the seven-year CIP plan and the appropriation of the CIP budget allocations for FY 25-26 and FY 26-27.

STATEMENT OF FACT

One of the goals of the Public Works Department is to develop a comprehensive Capital Improvement Program (CIP) to manage citywide projects including buildings, equestrian, landscape, parks, sewer, streets, traffic and stormwater facilities. The plan includes a list of projects identified over a seven-year span, and project information sheets and status updates. The seven-year CIP plan and budget is attached.

This planning document is intended to balance project sequencing with staff resources, funding and special revenue deadlines and commitments, and timing associated with emergency, safety, or regulatory improvement requirements. The plan is inclusive of recommendations on how to best deliver projects to balance the desires of the Council with available funding, while accounting for funding commitments and spending deadlines associated with recurring and one-time funds such as Measures A, M, R, W, and L, Proposition C, fuel taxes and federal funds.

This CIP plan has been developed following the support of the citizenry of the City of Lakewood with the passing of Measure L. The funding sources equal to just over \$155.6 million during the seven years of this program which includes just over \$44.2 million Measure L funding applied to the CIP. The proposed projects are long-term development and maintenance programs designed to preserve and improve the City's facilities and infrastructure. The City Manager's Message, incorporated into the attached CIP plan and budget, provides a summary of the funding sources and expenses and all of the project types being proposed in this plan.


In accordance with Section 65401 of the California Government Code, the Public Works department is required to develop a Capital Improvement Program (CIP) to be annually submitted to the City's Planning and Environment Commission (PEC) for review and determination as to its conformance with the adopted General Plan. The PEC, on October 2, 2025, reviewed the seven-year CIP plan and adopted a resolution confirming the seven-year CIP plan is in conformance with the City's General Plan.

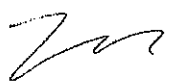
Staff recommends adoption of the seven-year CIP plan and adoption of the appropriation of funding in the CIP budget for FY 25-26 and FY 26-27. Staff will return to Council annually for modifications to the CIP plan and budget and coinciding with the annual budget adoption.

RECOMMENDATION

It is the recommendation of staff that the City Council:

- (1) Adopt the seven-year CIP plan;
- (2) Appropriate funds pursuant to the CIP plan for FY 25-26 and FY 26-27; and
- (3) Authorize the Public Works Director to administer and manage the Seven-Year Capital Improvement Plan within the approved capital budget appropriation, including transfers of funding between capital projects.


Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager



Capital Improvement Program Budget

Fiscal Years 2025-26
through 2031-32

October 2025



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City of Lakewood

Capital Improvement Program Budget

City Manager's Message

Fiscal Years 2025-26 through 2031-32

October 2025

City of Lakewood, CA

Honorable Mayor and Councilmembers:

I am very pleased to present for your consideration the proposed Capital Improvement Program (CIP) Budget for Fiscal Years (FY) 2025-26 through 2031-32. This seven-year CIP Budget formally memorializes current and prospective improvements, renovations, and preservation of all the City's public infrastructure and facilities.

The City of Lakewood has a long tradition of strong fiscal oversight and prudent budget management. We take to heart that maintaining our local quality of life and keeping our property values high requires Lakewood to manage our funding to preserve and improve our streets, exceptional parks, and public facilities and spaces, providing accessible and outstanding facilities that keep our community a desirable place to live, operate a business and raise a family.

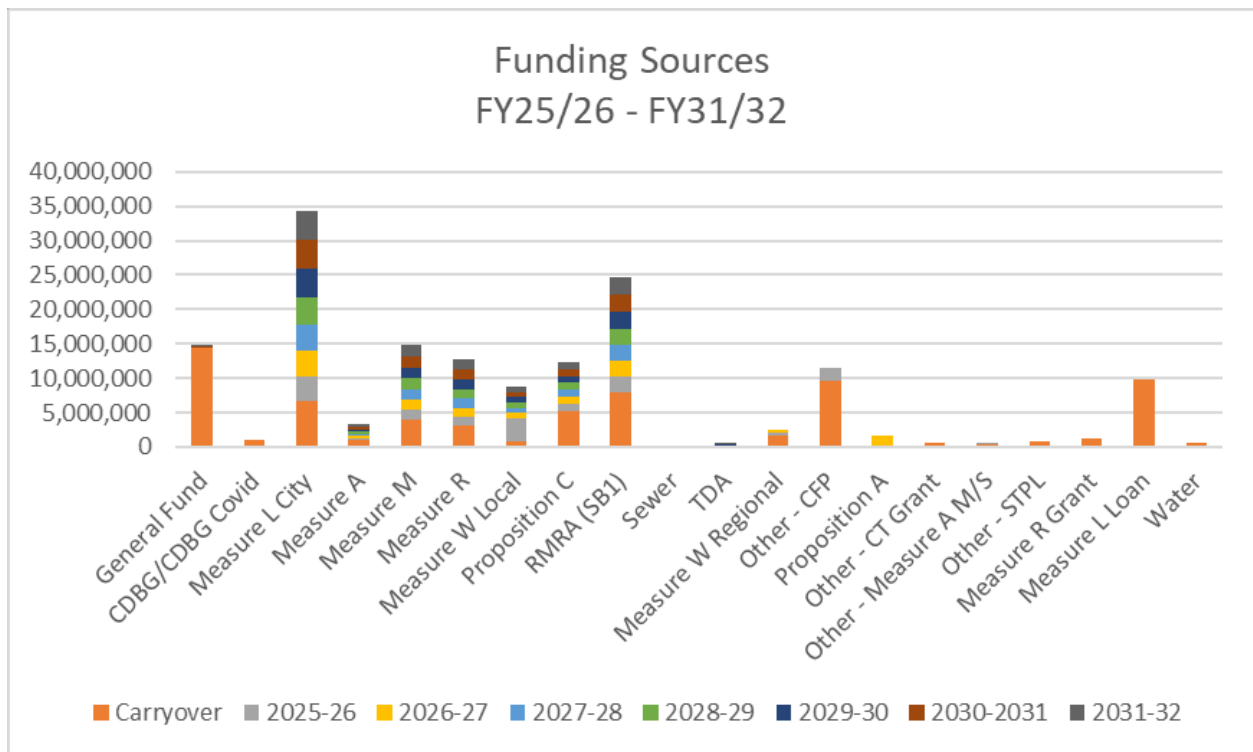
This CIP Budget is possible largely due to the support of the citizenry of the City of Lakewood through the benefits of Measure L. The City also takes full advantage of other funding sources including Community Funded Projects by Legislative Act, multiple County-wide funding measures, State Highway User Tax Account and Road Maintenance and Rehabilitation Act funds, and several grant programs. A complete list and brief definition of each funding source is included in Appendix I.

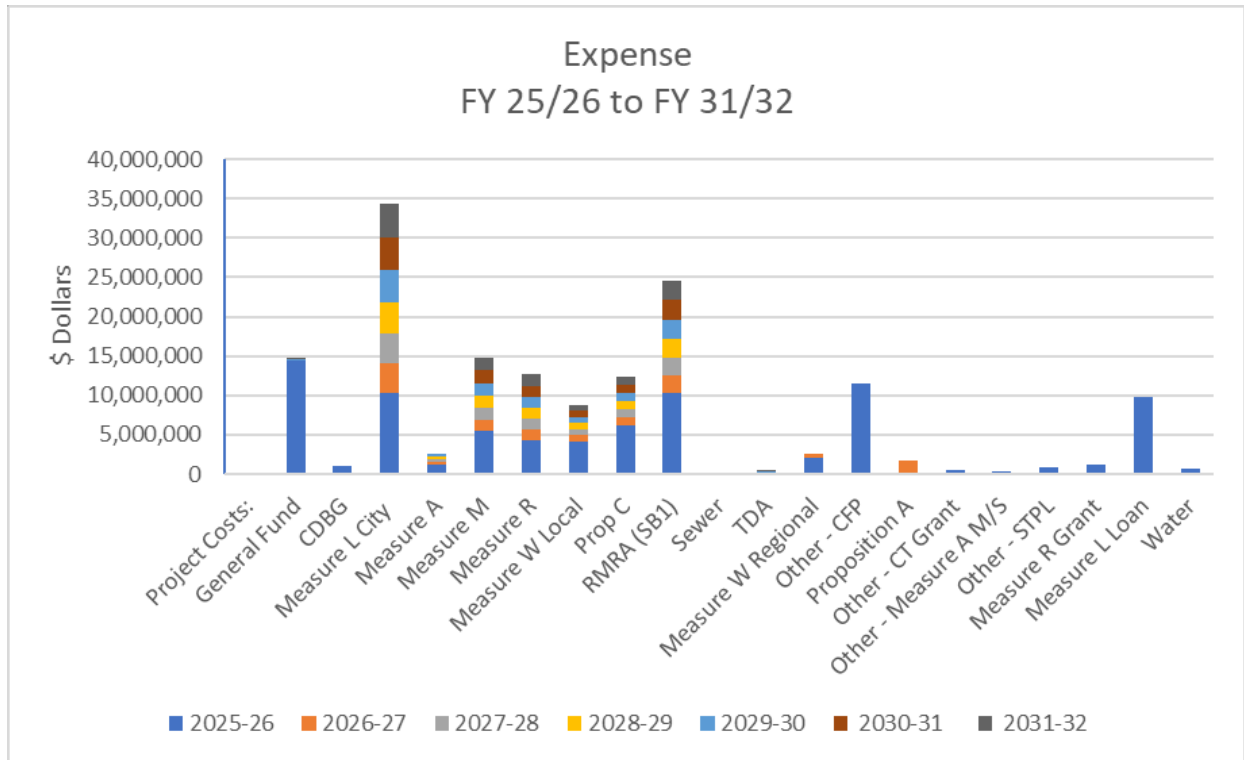
In this seven-year CIP Budget, the funding need is identified at just over \$243.1 million. Available project funding totals approximately \$155.1 million. Of the available project funding, Measure L accounts for approximately \$44.2 million, including the Measure L Loan proceeds.

On an annual basis for ten years, beginning in Fiscal Year 2026-27, \$1,344,345 of Measure L Loan repayments are to be made to address the principal and interest annual payment of the Measure L Loan. Please see Appendix II for the Measure L Loan Amortization Table.

It is noted that approximately \$681,000 of future Measure A funds are not yet allocated to projects pending future decisions on park project prioritization and the relative funding availability timeframe.

The CIP Budget Funding and CIP Budget Expenditures, by source of funds and fiscal year, not including the unfunded values, are shown on the following charts.





The seven-year CIP Budget captures funded annual projects, projects under construction, and currently committed projects and planned projects with partial funding for a total of 36 projects. The funded expenditures are concentrated on the following project types:

ADA Improvements	\$1,241,000
Building Improvements	\$53,296,000
Equestrian Improvements	\$125,000
Median Island Landscape Improvements	\$0
Park Improvements	\$21,029,000
Sewer Improvements	2,237,000
Street Improvements	\$67,759,000
Traffic Safety Improvements	1,759,000
Water Quality Improvements	\$6,986,000

Since the adoption of the previous CIP Budget for the 2023-24 Fiscal Year, the City has completed 25 Projects with an investment value of over \$9.2 million.

The City has substantial work every year of the seven-year plan which will be reviewed and updated on a semi-annual basis. This Capital Improvement Program Budget is a planning document which represents to the community the City's intended plans of our continuing commitment to excellent infrastructure and facilities.

Thaddeus McCormack
City Manager

CAPITAL IMPROVEMENT PROGRAM BUDGET SUMMARY

Facility Type	Project Name	Project No.	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
ADA	Annual ADA Facility Improvements - Various Locations	70081	\$301,000	\$150,000	\$150,000	\$190,765	\$150,000	\$150,000	\$150,000
Building	Annual Fire/Security Systems Upgrades	70006	\$115,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Building	Annual Painting	70117	\$175,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Building	Annual Pool	70104	\$139,000	\$139,000	\$139,000	\$139,000	\$139,000	\$139,000	\$140,000
Building	Annual Roof	70106	\$158,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Building	Centre Refurbishment	70001	\$39,000	\$0	\$0	\$0	\$0	\$0	\$0
Building	Civic Center Generator Replacement	70121	\$1,384,000	\$0	\$0	\$0	\$0	\$0	\$0
Building	Civic Center Signage Replacement	70145	\$208,000	\$0	\$0	\$0	\$0	\$0	\$0
Building	Council Chambers AV Improvements	70140	\$317,000	\$0	\$0	\$0	\$0	\$0	\$5,000,000
Building	Electrical, HVAC, Roof Improvements - Various Sites	70133	\$8,909,000	\$5,940,000	\$3,031,000	\$0	\$0	\$0	\$0
Building	Facilities Renovations - Recurring	70141	\$2,198,778	\$1,011,519	\$1,021,707	\$809,826	\$4,055,734	\$3,652,532	\$2,813,321
Building	Mayfair Park Snack Bar Remodel	TBD47	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
Building	Monte Verde Park Building Refurbishment	70091	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0
Building	Nixon Yard Renovation/Relocation	TBD22	\$0	\$0	\$0	\$0	\$7,500,000	\$0	\$0
Building	Palms Park Community Center Improvements	70118	\$6,220,000	\$2,750,000	\$0	\$0	\$0	\$0	\$0
Building	Pool Equipment Replacement - Mayfair	TBD61	\$0	\$0	\$0	\$5,700,000	\$0	\$0	\$0
Building	Pool Equipment Replacement - McCormick	TBD57	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0
Building	Weingart Senior Center Improvements	70017	\$6,788,000	\$0	\$0	\$0	\$0	\$0	\$0
Equestrian	Equestrian Center Partial Demolition	TBD55	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0
Landscape	Median Island & Water Quality Improvements - Multiple Locations	60061	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Park	Annual Fence	70005	\$150,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Park	Annual Parks Hardscape	70146	\$204,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Park	Annual Playground	70122	\$90,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Park	Basketball Court Renovations at 7 Locations	TBD50	\$0	\$0	\$0	\$1,319,345	\$921,070	\$0	\$0
Park	Bloomfield Park Improvements	TBD56	\$0	\$0	\$0	\$0	\$0	\$1,200,000	\$0
Park	Bolivar Park Infrastructure Improvements	TBD41	\$0	\$250,000	\$4,000,000	\$0	\$0	\$0	\$0
Park	Civic Center Corner Lot Development	70003	\$632,000	\$11,249,000	\$619,000	\$0	\$0	\$0	\$0
Park	Del Valle Park Infrastructure Improvements	TBD42	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Del Valle Tot Lot Replacement	TBD25	\$0	\$805,000	\$0	\$0	\$0	\$0	\$0
Park	Mayfair Park Pool Fence Replacement	70109	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0
Park	Palms Park Infrastructure Improvements	70142	\$0	\$0	\$500,000	\$0	\$5,000,000	\$0	\$0
Park	Playground Replacement - Bloomfield	TBD51	\$598,000	\$0	\$0	\$0	\$0	\$0	\$0
Park	Playground Replacement - Cherry Cove Park	70139	\$511,000	\$0	\$0	\$0	\$0	\$0	\$0
Park	Rynerson Park Expansion	TBD53	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0
Sewer	Sewer Improvements	TBD59	\$0	\$0	\$1,070,000	\$0	\$0	\$101,000	\$1,066,000
Street	Annual Street Right of Way Infrastructure Repair	TBD58	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000
Street	Annual Sidewalk & Mobility Improvements	60063	\$7,309,000	\$1,849,000	\$1,850,000	\$1,851,000	\$1,853,000	\$1,854,000	\$1,856,000
Street	Annual Streets & Alley Resurfacing	60021	\$18,411,000	\$3,979,000	\$4,082,000	\$4,184,000	\$4,290,000	\$4,398,000	\$4,508,000
Street	Lakewood Blvd Corridor	60054	\$1,182,000	\$0	\$0	\$0	\$0	\$0	\$45,000,000
Street	Bus Shelter Improvements	60067	\$125,000	\$1,553,000	\$0	\$0	\$0	\$0	\$0
Traffic	Traffic and Pedestrian Safety Upgrades	60062	\$1,150,000	\$0	\$0	\$0	\$0	\$0	\$0
Traffic	Traffic Signal Improvements - 12 Intersections	60001	\$609,000	\$0	\$0	\$0	\$0	\$0	\$0
Water Quality/Drainage	Measure W Regional - Bolivar and Mayfair Water Quality O & M	TBD54	\$326,000	\$326,000	\$327,000	\$327,000	\$0	\$0	\$0
Water Quality/Drainage	Measure W Local Projects	TBD48	\$1,540,000	\$290,000	\$770,000	\$770,000	\$770,000	\$770,000	\$770,000
TOTALS			\$60,288,778	\$30,991,519	\$24,759,707	\$20,940,936	\$25,328,804	\$12,914,532	\$62,953,321

SUMMARY OF PROJECTS WITH FUNDING SOURCES												
Facility Type	Project Name	Project No.	Fund Name	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
ADA												
ADA	Annual ADA Facility Improvements - Various Locations	70081		\$151,000	\$150,000	\$150,000	\$150,000	\$190,765	\$150,000	\$150,000	\$150,000	\$1,241,765
			General Fund	\$151,000								
			Measure L City		\$150,000	\$150,000	\$150,000	\$190,765	\$150,000	\$150,000	\$150,000	
Building												
Building	Annual Fire/Security Systems Upgrades	70006		\$90,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$265,000
			Measure L City	\$90,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	
Building	Annual Painting	70117		\$125,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$475,000
			Measure L City	\$125,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Building	Annual Pool	70104		\$974,000								\$974,000
			General Fund	\$974,000								
Building	Annual Roof	70106		\$108,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$458,000
			Measure L City	\$108,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Building	Centre Refurbishment	70001		\$39,000								\$39,000
			General Fund	\$39,000								
Building	Civic Center Generator Replacement	70121		\$1,384,000								\$1,384,000
			General Fund	\$680,000								
			Measure L City	\$704,000								
Building	Civic Center Signage Replacement	70145		\$50,000	\$158,000							\$208,000
			General Fund	\$50,000								
			Measure L City		\$158,000							
Building	Council Chambers AV Improvements	70140		\$317,000							\$5,000,000	\$5,317,000
			General Fund	\$91,000								
			Measure L City	\$226,000								
			Unfunded								\$5,000,000	
Building	Electrical, HVAC, Roof Improvements - Various Sites	70133		\$17,880,000								\$17,880,000
			General Fund	\$5,764,000								
			Measure L City	\$1,600,000								
			Measure L Loan	\$9,875,000								
			Water	\$641,000								
Building	Facilities Renovations - Recurring	70141		\$2,673,000	\$852,148	\$358,150	\$348,706	\$2,154,171	\$2,711,389	\$3,652,532	\$2,813,321	\$15,563,417
			Measure L City	\$2,673,000	\$727,148	\$358,150	\$348,706	\$2,154,171	\$2,711,389	\$3,652,532	\$2,813,321	
			Unfunded		\$125,000							
Building	Mayfair Park Snack Bar Remodel	TBD47					\$50,000					\$50,000
			Measure L City				\$50,000					
Building	Monte Verde Park Building Refurbishment	70091		\$20,000		\$30,000						\$50,000
			General Fund	\$20,000								
			Measure L City			\$30,000						
Building	Nixon Yard Renovation/Relocation	TBD22							\$7,500,000			\$7,500,000
			Unfunded						\$7,500,000			
Building	Palms Park Community Center Improvements	70118		\$6,001,000	\$2,969,000							\$8,970,000
			General Fund	\$624,000								
			Measure L City	\$478,000	\$2,119,000							
			Other - CFP	\$4,899,000	\$850,000							
Building	Pool Equipment Replacement - Mayfair	TBD61						\$5,700,000				\$5,700,000
			Unfunded					\$5,700,000				
Building	Pool Equipment Replacement - McCormick	TBD57					\$5,000,000					\$5,000,000
			Unfunded				\$5,000,000					
Building	Weingart Senior Center Improvements	70017		\$5,666,000	\$1,122,000							\$6,788,000
			CDBG**	\$967,000								
			Other - CFP	\$4,699,000	\$1,122,000							
Equestrian												
Equestrian	Equestrian Center Partial Demolition	TBD55			\$125,000							\$125,000

SUMMARY OF PROJECTS WITH FUNDING SOURCES												
Facility Type	Project Name	Project No.	Fund Name	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
			Measure L City		\$125,000							
Landscape												
Landscape	Median Island & Water Quality Improvements - Multiple Locations	60061									\$1,000,000	\$1,000,000
			Unfunded								\$1,000,000	
Park												
Park	Annual Fence	70005		\$125,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$300,000
			Measure L City	\$125,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	
Park	Annual Parks Hardscape	70146		\$154,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$504,000
			Measure L City	\$154,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Park	Annual Playground	70122		\$15,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$540,000
			Measure L City	\$15,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	
Park	Basketball Court Renovations at 7 Locations	TBD50						\$1,319,345	\$921,070			\$2,240,415
			Measure L City					\$1,319,345	\$921,070			
Park	Bloomfield Park Improvements	TBD56								\$1,200,000		\$1,200,000
			Unfunded							\$1,200,000		
Park	Bolivar Park Infrastructure Improvements	TBD41		\$250,000			\$4,000,000					\$4,250,000
			Measure L City	\$250,000								
			Unfunded				\$4,000,000					
Park	Civic Center Corner Lot Development	70003		\$5,831,000	\$2,616,000	\$3,380,000	\$673,000					\$12,500,000
			General Fund	\$5,831,000								
			Measure L City			\$2,900,000	\$673,000					
			Measure W Local		\$2,616,000	\$480,000						
Park	Del Valle Park Infrastructure Improvements	TBD42						\$5,000,000				\$5,000,000
			Unfunded					\$5,000,000				
Park	Del Valle Tot Lot Replacement	TBD25		\$500,000	\$305,000							\$805,000
			Measure A	\$500,000	\$305,000							
Park	Mayfair Park Pool Fence Replacement	70109		\$131,000			\$1,369,000					\$1,500,000
			General Fund	\$81,000								
			Measure L City	\$50,000			\$1,369,000					
Park	Palms Park Infrastructure Improvements	70142				\$311,000	\$317,000	\$323,000	\$4,549,000			\$5,500,000
			Measure A			\$311,000	\$317,000	\$323,000	\$330,000			
			Unfunded						\$4,219,000			
Park	Playground Replacement - Bloomfield	TBD51		\$598,000								\$598,000
			Measure L City	\$105,000								
			Measure A	\$493,000								
Park	Playground Replacement - Cherry Cove Park	70139		\$350,000	\$161,000							\$511,000
			Measure L City	\$20,000	\$50,000							
			Other - Meas A M/S	\$330,000	\$111,000							
Park	Rynerson Park Expansion	TBD53						\$5,000,000				\$5,000,000
			Unfunded					\$5,000,000				
Sewer												
Sewer	Sewer Improvements	TBD59		\$112,000			\$958,000			\$101,000	\$1,066,000	\$2,237,000
			Measure L City				\$958,000			\$101,000	\$1,066,000	
			Sewer	\$112,000								
Street												
Street	Annual Street Right of Way Infrastructure Repair	TBD58			\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$2,625,000
			Measure M		\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	
			Measure R		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Street	Annual Sidewalk & Mobility Improvements	60063		\$5,461,000	\$1,848,000	\$1,849,000	\$1,850,000	\$1,851,000	\$1,853,000	\$1,854,000	\$1,856,000	\$18,422,000
			General Fund		\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	
			Measure M	\$971,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	
			Measure R	\$1,999,000	\$947,000	\$947,000	\$947,000	\$947,000	\$947,000	\$947,000	\$947,000	
			RMRA (SB1)	\$2,491,000	\$780,000	\$780,000	\$780,000	\$780,000	\$780,000	\$780,000	\$780,000	

SUMMARY OF PROJECTS WITH FUNDING SOURCES												
Facility Type	Project Name	Project No.	Fund Name	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
			TDA		\$64,000	\$65,000	\$66,000	\$67,000	\$69,000	\$70,000	\$72,000	
Street	Annual Streets & Alley Resurfacing	60021		\$15,667,000	\$2,744,000	\$3,979,000	\$4,082,000	\$4,184,000	\$4,290,000	\$4,398,000	\$4,508,000	\$43,852,000
			Measure M	\$2,966,000	\$1,034,000	\$1,199,000	\$1,229,000	\$1,259,000	\$1,290,000	\$1,322,000	\$1,354,000	
			Measure R	\$1,063,000	\$243,000	\$268,000	\$295,000	\$321,000	\$349,000	\$377,000	\$405,000	
			Proposition C	\$5,230,000	\$1,019,000	\$1,020,000	\$1,020,000	\$1,020,000	\$1,020,000	\$1,020,000	\$1,020,000	
			RMRA (SB1)	\$5,537,000	\$448,000	\$1,492,000	\$1,538,000	\$1,584,000	\$1,631,000	\$1,679,000	\$1,729,000	
			Other - STPL	\$871,000								
Street	Lakewood Blvd Corridor	60054		\$1,182,000							\$45,000,000	\$46,182,000
			Measure R Grant	\$1,182,000								
			Unfunded								\$45,000,000	
Street	Bus Shelter Improvements	60067		\$125,000		\$1,553,000						\$1,678,000
			Proposition A	\$125,000		\$1,553,000						
Traffic												
Traffic	Traffic and Pedestrian Safety Upgrades	60062		\$14,000	\$1,136,000							\$1,150,000
			General Fund	\$14,000								
			Measure M		\$136,000							
			RMRA (SB1)		\$1,000,000							
Traffic	Traffic Signal Improvements - 12 Intersections	60001		\$609,000								\$609,000
			Measure M	\$30,000								
			Measure R	\$13,000								
			Other - CT Grant	\$566,000								
Water Quality/Drainage												
Water Quality/Drainage	Measure W Regional - Bolivar and Mayfair Water Quality O & M	TBD54		\$1,306,000								\$1,306,000
			Measure W Regional	\$1,306,000								
Water Quality/Drainage	Measure W Local Projects	TBD48		\$770,000	\$770,000	\$290,000	\$770,000	\$770,000	\$770,000	\$770,000	\$770,000	\$5,680,000
			Measure W Local	\$770,000	\$770,000	\$290,000	\$770,000	\$770,000	\$770,000	\$770,000	\$770,000	

*Carryover is the estimated fiscal year end funds, **Includes \$549,000 of Covid-CDBG + \$318,000 CDBG carryover, *** LWCF Federal grant application

MEASURE L FUNDING COMMITMENTS FOR THE CIP BUDGET

Facility Type	Project Name	Project No.	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
ADA	Annual ADA Facility Improvements - Various Locations	70081	\$0	\$150,000	\$150,000	\$150,000	\$190,765	\$150,000	\$150,000	\$150,000
Building	Annual Fire/Security Systems Upgrades	70006	\$90,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Building	Annual Painting	70117	\$125,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Building	Annual Pool	70104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Annual Roof	70106	\$108,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Building	Centre Refurbishment	70001	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Civic Center Generator Replacement	70121	\$704,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Civic Center Signage Replacement	70145	\$0	\$158,000	\$0	\$0	\$0	\$0	\$0	\$0
Building	Council Chambers AV Improvements	70140	\$226,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Electrical, HVAC, Roof Improvements - Various Sites	70133	\$11,475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Facilities Renovations - Recurring	70141	\$2,673,000	\$727,148	\$358,150	\$348,706	\$2,154,171	\$2,711,389	\$3,652,532	\$2,813,321
Building	Mayfair Park Snack Bar Remodel	TBD47	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
Building	Monte Verde Park Building Refurbishment	70091	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
Building	Nixon Yard Renovation/Relocation	TBD22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Palms Park Community Center Improvements	70118	\$478,000	\$2,119,000	\$0	\$0	\$0	\$0	\$0	\$0
Building	Pool Equipment Replacement - Mayfair	TBD61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Pool Equipment Replacement - McCormick	TBD57	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Weingart Senior Center Improvements	70017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equestrian	Equestrian Center Partial Demolition	TBD55	\$0	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0
Landscape	Median Island & Water Quality Improvements - Multiple Locations	60061	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Annual Fence	70005	\$125,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Park	Annual Parks Hardscape	70146	\$154,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Park	Annual Playground	70122	\$15,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Park	Basketball Court Renovations at 7 Locations	TBD50	\$0	\$0	\$0	\$0	\$1,319,345	\$921,070	\$0	\$0
Park	Bloomfield Park Improvements	TBD56	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Bolivar Park Infrastructure Improvements	TBD41	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Civic Center Corner Lot Development	70003	\$0	\$0	\$2,900,000	\$673,000	\$0	\$0	\$0	\$0
Park	Del Valle Park Infrastructure Improvements	TBD42	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Del Valle Tot Lot Replacement	TBD25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Mayfair Park Pool Fence Replacement	70109	\$50,000	\$0	\$0	\$1,369,000	\$0	\$0	\$0	\$0
Park	Palms Park Infrastructure Improvements	70142	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Playground Replacement - Bloomfield	TBD51	\$105,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Playground Replacement - Cherry Cove Park	70139	\$20,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
Park	Rynerson Park Expansion	TBD53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer	Sewer Improvements	TBD59	\$0	\$0	\$0	\$958,000	\$0	\$0	\$101,000	\$1,066,000
Street	Annual Street Right of Way Infrastructure Repair	TBD58	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street	Annual Sidewalk & Mobility Improvements	60063	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street	Annual Streets & Alley Resurfacing	60021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street	Lakewood Blvd Corridor	60054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street	Bus Shelter Improvements	60067	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Traffic	Traffic and Pedestrian Safety Upgrades	60062	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Traffic	Traffic Signal Improvements - 12 Intersections	60001	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Quality/Drainage	Measure W Regional - Bolivar and Mayfair Water Quality O & M	TBD54	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Quality/Drainage	Measure W Local Projects	TBD48	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS			\$16,598,000	\$3,604,148	\$3,713,150	\$3,823,706	\$3,939,281	\$4,057,459	\$4,178,532	\$4,304,321

UNFUNDED ALLOCATIONS TO THE CIP BUDGET

Facility Type	Project Name	Project No.	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
ADA	Annual ADA Facility Improvements - Various Locations	70081	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Annual Fire/Security Systems Upgrades	70006	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Annual Painting	70117	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Annual Pool	70104	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Annual Roof	70106	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Centre Refurbishment	70001	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Civic Center Generator Replacement	70121	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Civic Center Signage Replacement	70145	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Council Chambers AV Improvements	70140	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000
Building	Electrical, HVAC, Roof Improvements - Various Sites	70133	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Facilities Renovations - Recurring	70141	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0
Building	Mayfair Park Snack Bar Remodel	TBD47	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Monte Verde Park Building Refurbishment	70091	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Nixon Yard Renovation/Relocation	TBD22	\$0	\$0	\$0	\$0	\$7,500,000	\$0	\$0
Building	Palms Park Community Center Improvements	70118	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building	Pool Equipment Replacement - Mayfair	TBD61	\$0	\$0	\$0	\$5,700,000	\$0	\$0	\$0
Building	Pool Equipment Replacement - McCormick	TBD57	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0
Building	Weingart Senior Center Improvements	70017	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equestrian	Equestrian Center Partial Demolition	TBD55	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape	Median Island & Water Quality Improvements - Multiple Locations	60061	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Park	Annual Fence	70005	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Annual Parks Hardscape	70146	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Annual Playground	70122	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Basketball Court Renovations at 7 Locations	TBD50	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Bloomfield Park Improvements	TBD56	\$0	\$0	\$0	\$0	\$0	\$1,200,000	\$0
Park	Bolivar Park Infrastructure Improvements	TBD41	\$0	\$0	\$4,000,000	\$0	\$0	\$0	\$0
Park	Civic Center Corner Lot Development	70003	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Del Valle Park Infrastructure Improvements	TBD42	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0
Park	Del Valle Tot Lot Replacement	TBD25	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Mayfair Park Pool Fence Replacement	70109	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Palms Park Infrastructure Improvements	70142	\$0	\$0	\$0	\$0	\$4,219,000	\$0	\$0
Park	Playground Replacement - Bloomfield	TBD51	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Playground Replacement - Cherry Cove Park	70139	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park	Rynerson Park Expansion	TBD53	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0
Sewer	Sewer Improvements	TBD59	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street	Annual Street Right of Way Infrastructure Repair	TBD58	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street	Annual Sidewalk & Mobility Improvements	60063	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street	Annual Streets & Alley Resurfacing	60021	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street	Lakewood Blvd Corridor	60054	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000,000
Street	Bus Shelter Improvements	60067	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Traffic	Traffic and Pedestrian Safety Upgrades	60062	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Traffic	Traffic Signal Improvements - 12 Intersections	60001	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Quality/Drainage	Measure W Regional - Bolivar and Mayfair Water Quality O & M	TBD54	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Quality/Drainage	Measure W Local Projects	TBD48	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS			\$125,000	\$0	\$9,000,000	\$15,700,000	\$11,719,000	\$1,200,000	\$51,000,000

CIP BUDGET FUNDING SOURCES

	FUND SOURCE	Carryover	2025-26	2026-27	2027-28	2028-29	2029-30	2030-2031	2031-32
1	General Fund	14,319,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
2	CDBG/CDBG Covid	967,000	0	0	0	0	0	0	0
3	Measure L City	6,723,000	3,605,000	3,713,150	3,824,545	3,939,281	4,057,459	4,179,183	4,304,559
4	Measure A	993,000	305,000	311,100	317,322	323,668	330,142	336,745	343,480
5	Measure M	3,967,000	1,462,000	1,491,240	1,521,065	1,551,486	1,582,516	1,614,166	1,646,449
5	Measure R	3,075,000	1,290,000	1,315,800	1,342,116	1,368,958	1,396,337	1,424,264	1,452,750
6	Measure W Local	770,000	3,386,000	770,000	770,000	770,000	770,000	770,000	770,000
7	Proposition C	5,230,000	1,019,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000
8	RMRA (SB1)	8,028,000	2,228,000	2,272,560	2,318,011	2,364,371	2,411,659	2,459,892	2,509,090
	Sewer	112,000	0	0	0	0	0	0	0
5	TDA	0	64,000	65,280	66,586	67,917	69,276	70,661	72,074
6	Measure W Regional	1,306,000	0	0	0	0	0	0	0
9	Other - CFP	9,598,000	1,972,000	0	0	0	0	0	0
15	Proposition A	125,000	0	1,553,000	0	0	0	0	0
10	Other - CT Grant	566,000	0	0	0	0	0	0	0
11	Other - Measure A M/S	330,000	111,000	0	0	0	0	0	0
12	Other - STPL	871,000	0	0	0	0	0	0	0
13	Measure R Grant	1,182,000	0	0	0	0	0	0	0
14	Measure L Loan	9,875,000	0	0	0	0	0	0	0
	Water	641,000	0	0	0	0	0	0	0
	Total Funding	\$ 68,678,000	\$ 15,482,000	\$ 12,552,130	\$ 11,219,644	\$ 11,445,682	\$ 11,677,389	\$ 11,914,911	\$ 12,158,401

FOOTNOTES: 1. General Fund includes ARPA Exchange. 2. CDBG Carryover is for Weingart (\$318,000 CDBG + \$549,000 CDBG Covid). 3. Measure L escalated at 3% after FY24-25. 4. LA County RPOSD 2025 estimate then escalated at 2% annually. 5. LA Metro FY26 Estimate then escalated at 2% annually. 6. LA County Measure W Local or Regional share for CIP. 7. LA County Proposition C FY26 Estimate less DASH annual operating \$700,000. 8. CA City Finance 2025 Estimate then escalated at 2% annually. 9. Community Funded Projects (CFP) by Legislative Act - Barragan \$1,122,279 for Weingart, Gonzalez \$1,999,925 for Weingart, Rendon \$2.7M for Weingart, Rendon \$1,999,461 for Palms, Garcia \$0.85M for Palms, Rendon LEC Reallocation \$2.9M for Palms. 10. Future grant undetermined. 11. Measure A M&S funding. 12. Onetime grant - STPL. 13. LA County Measure R grant. 14. One time Measure L Loan net for Project 70133 - See Appendix for ammortization schedule. 15. LA County Proposition A one-time funds.

CIP BUDGET EXPENSE BY FUND SOURCE

Fund Source	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Project Costs:							
General Fund	14,359,000	40,000	40,000	40,000	40,000	40,000	40,000
CDBG	967,000	0	0	0	0	0	0
Measure L City	10,327,148	3,713,150	3,823,706	3,939,281	4,057,459	4,178,532	4,304,321
Measure A	1,298,000	311,000	317,000	323,000	330,000	0	0
Measure M	5,429,000	1,491,000	1,521,000	1,551,000	1,582,000	1,614,000	1,646,000
Measure R	4,365,000	1,315,000	1,342,000	1,368,000	1,396,000	1,424,000	1,452,000
Measure W Local	4,156,000	770,000	770,000	770,000	770,000	770,000	770,000
Prop C	6,249,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000
RMRA (SB1)	10,256,000	2,272,000	2,318,000	2,364,000	2,411,000	2,459,000	2,509,000
Sewer	112,000	0	0	0	0	0	0
TDA	64,000	65,000	66,000	67,000	69,000	70,000	72,000
Measure W Regional	1,306,000	0	0	0	0	0	0
Other - CFP	11,570,000	0	0	0	0	0	0
Proposition A	125,000	1,553,000	0	0	0	0	0
Other - CT Grant	566,000	0	0	0	0	0	0
Other - Measure A M/S	441,000	0	0	0	0	0	0
Other - STPL	871,000	0	0	0	0	0	0
Measure R Grant	1,182,000	0	0	0	0	0	0
Measure L Loan	9,875,000	0	0	0	0	0	0
Water	641,000	0	0	0	0	0	0
Total Expense	\$ 84,284,148	\$ 12,550,150	\$ 20,217,706	\$ 27,142,281	\$ 23,394,459	\$ 12,775,532	\$ 62,813,321

CIP BUDGET ANNUAL NET FUNDS

Fund Source	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
General Fund	0	0	0	0	0	0	0	0
CDBG	0	0	0	0	0	0	0	0
Measure L City*	852	0	839	0	0	651	238	2,579
Measure A	0	100	322	668	142	336,745	343,480	681,456
Measure M	0	240	65	486	516	166	449	1,922
Measure R	0	800	116	958	337	264	750	3,226
Measure W Local	0	0	0	0	0	0	0	0
Prop C	0	0	0	0	0	0	0	0
RMRA (SB1)	0	560	11	371	659	892	90	2,583
Sewer	0	0	0	0	0	0	0	0
TDA	0	280	586	917	276	661	74	2,794
Measure W Regional	0	0	0	0	0	0	0	0
Other - CFP	0	0	0	0	0	0	0	0
Proposition A	0	0	0	0	0	0	0	0
Other - CT Grant	0	0	0	0	0	0	0	0
Other - Measure A M/S	0	0	0	0	0	0	0	0
Other - STPL	0	0	0	0	0	0	0	0
Measure R Grant	0	0	0	0	0	0	0	0
Measure L Loan	0	0	0	0	0	0	0	0
Water	0	0	0	0	0	0	0	0
Net	\$852	\$1,980	\$1,938	\$3,401	\$1,930	\$339,379	\$345,080	\$694,561

CIP BUDGET CUMULATIVE INVESTMENT

Fund Source	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
General Fund	14,359,000	14,399,000	14,439,000	14,479,000	14,519,000	14,559,000	14,599,000
CDBG	967,000	967,000	967,000	967,000	967,000	967,000	967,000
Measure L City*	10,327,148	14,040,298	17,864,004	21,803,285	25,860,744	30,039,276	34,343,597
Measure A	1,298,000	1,609,000	1,926,000	2,249,000	2,579,000	2,579,000	2,579,000
Measure M	5,429,000	6,920,000	8,441,000	9,992,000	11,574,000	13,188,000	14,834,000
Measure R	4,365,000	5,680,000	7,022,000	8,390,000	9,786,000	11,210,000	12,662,000
Measure W Local	4,156,000	4,926,000	5,696,000	6,466,000	7,236,000	8,006,000	8,776,000
Prop C	6,249,000	7,269,000	8,289,000	9,309,000	10,329,000	11,349,000	12,369,000
RMRA (SB1)	10,256,000	12,528,000	14,846,000	17,210,000	19,621,000	22,080,000	24,589,000
Sewer	112,000	112,000	112,000	112,000	112,000	112,000	112,000
TDA	64,000	129,000	195,000	262,000	331,000	401,000	473,000
Measure W Regional	2,081,000	2,532,000	2,532,000	2,532,000	2,532,000	2,532,000	2,532,000
Other - CFP	11,570,000	11,570,000	11,570,000	11,570,000	11,570,000	11,570,000	11,570,000
Proposition A	125,000	1,678,000	1,678,000	1,678,000	1,678,000	1,678,000	1,678,000
Other - CT Grant	566,000	566,000	566,000	566,000	566,000	566,000	566,000
Other - Measure A M/S	441,000	441,000	441,000	441,000	441,000	441,000	441,000
Other - STPL	871,000	871,000	871,000	871,000	871,000	871,000	871,000
Measure R Grant	1,182,000	1,182,000	1,182,000	1,182,000	1,182,000	1,182,000	1,182,000
Unfunded	125,000	125,000	9,125,000	24,825,000	36,544,000	37,744,000	88,744,000
Measure L Loan	9,875,000	9,875,000	9,875,000	9,875,000	9,875,000	9,875,000	9,875,000

CIP Project List	Link	Status*
1. ADA Projects		
Annual ADA Facility Improvements	70081	5
2. Building Projects		
Annual Fire/Security Systems Upgrades	70006	5
Annual Painting	70117	5
Annual Pool	70104	5
Annual Roof	70106	5
Civic Center Generator Replacement	70121	2
Civic Center Signage Replacement	70145	3
Council Chambers AV Improvements	70140	3
Electrical, HVAC and Roof Improvements - Various Sites	70133	1
Facilities Renovations - Recurring	70141	5
Mayfair Park Snack Bar Remodel	TBD47	4
Monte Verde Park Building Improvements	70091	4
Nixon Yard Renovation/Relocation	TBD22	4
Palms Park Community Center Improvements	70118	2
Pool Equipment Replacement - Mayfair	TBD61	4
Pool Equipment Replacement - McCormick	TBD57	4
Weingart Senior Center Improvements	70017	2
3. Equestrian Projects		
Equestrian Center Partial Demolition	TBD55	2
4. Landscape Projects		
Median Island & Water Quality Improvements - Multiple Locations	60061	2
5. Park Projects		
Annual Fence	70005	5
Annual Parks Hardscape	70146	5
Annual Playground	70122	5
Basketball Court Renovations	TBD50	3
Bloomfield Park Improvements	TBD56	4
Bolivar Park Infrastructure Improvements	TBD41	4
Civic Center Corner Lot Development	70003	3
Del Valle Park Infrastructure Improvements	TBD42	4
Del Valle Tot Lot Replacement	TBD25	3
Mayfair Park Pool Fence Replacement	70109	4
Palms Park Infrastructure Improvements	70142	4
Playground Replacement - Bloomfield	TBD51	2
Playground Replacement - Cherry Cove	70139	2
Rynerson Park Expansion	TBD53	4
6. Sewer Projects		
Sewer Improvements Citywide	TBD59	3
7. Street Improvement Projects		
Annual Street Right of Way Infrastructure Repair	TBD58	5
Annual Sidewalk & Mobility Improvements	60063	5
Annual Streets & Alley Resurfacing	60021	5
Lakewood Blvd Corridor	60054	3
Bus Shelter Improvements	60067	4
8. Traffic Safety Projects		
Traffic and Pedestrian Safety Upgrades	60062	3
Traffic Signal Improvements	60061	1
9. Water Quality Projects/Drainage		
Measure W Regional - Bolivar and Mayfair Water Quality O&M	TBD54	1
Measure W Local Projects	TBD48	4

*

Status	Designation
1	Construction
2	Bid-Ready
3	Pre/Design
4	Identified Need
5	Annual
6	Complete



Capital Improvement Project

Facility Type:	ADA
Project Name:	Annual ADA Facility Improvements - Various Locations
Project No.:	70081

Narrative Description:

Accessibility improvements of various types throughout the City. Upcoming projects will address parking lot access, path-of-travel, and entry improvements at various facilities throughout the City.

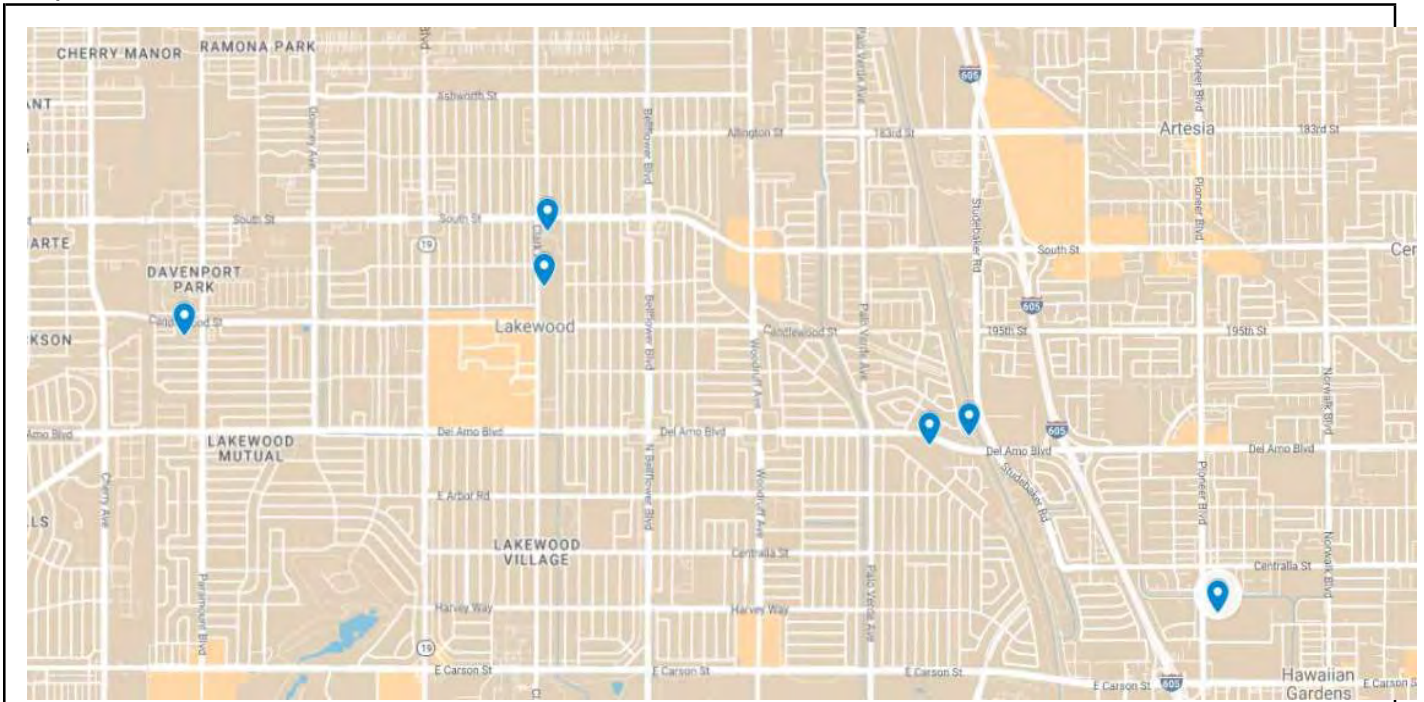
Purpose/Justification:

Improve public access and safety and to comply with the Americans with Disability Act.

Priority:

Annual Construction. Status 5.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Annual ADA Facility Improvements - Various Locations
 Project No.: 70081

Total Estimated Project Cost: \$ 301,000 Annual at \$150,000 thereafter

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost N/A

Schedule:
 Annual.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		301,000	150,000	150,000	190,765	150,000	150,000	150,000	1,241,765
Equipment									0
Total Cost		301,000	150,000	150,000	190,765	150,000	150,000	150,000	\$ 1,241,765
Project Funding Sources:									
General Fund	151,000								151,000
CDBG									0
Measure L City		150,000	150,000	150,000	190,765	150,000	150,000	150,000	1,090,765
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 151,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 190,765	\$ 150,000	\$ 150,000	\$ 150,000	\$ 1,241,765

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Annual Fire/Security Systems Upgrades
Project No.:	70006

Narrative Description:

Repair, replace or enhance technology of fire alarms, security systems, access control (fobs), and video surveillance at all City Facilities.

Purpose/Justification:

Standby funding for as needed infrastructure renewal of out of service or end of life asset.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Annual Fire/Security Systems Upgrades

Project No.: 70006

Total Estimated Project Cost: \$ 115,000 Annual at \$25,000 thereafter

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule: _____

Annual Fire/Security Systems upgrades and maintenance scheduled as needed.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction									0
Equipment		115,000	25,000	25,000	25,000	25,000	25,000	25,000	265,000
Total Cost		115,000	25,000	25,000	25,000	25,000	25,000	25,000	\$ 265,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	90,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	265,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 90,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 265,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type: Building

Project Name: Annual Painting

Project No.: 70117

Narrative Description:

Painting of interior or exterior of buildings of larger areas to facilitate a coordinated and complete project site.

Purpose/Justification:

Standby funding as needed for repainting of buildings or related facilities to refresh and renew the condition of the city facilities.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved: N/A

Other Agencies Clearance: N/A

Project Name: Annual Painting

Project No.: 70117

Total Estimated Project Cost: \$ 175,000 Annual at \$50,000 thereafter

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Reduce recurring paint maintenance

Schedule:

Annual Painting of various buildings, scheduled as needed.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		175,000	50,000	50,000	50,000	50,000	50,000	50,000	475,000
Equipment									0
Total Cost		175,000	50,000	50,000	50,000	50,000	50,000	50,000	\$ 475,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	125,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	475,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 125,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 475,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type: Building
Project Name: Annual Pool
Project No.: 70104

Narrative Description:

As needed renovation and repair of pool facilities at Mayfair pool and McCormick pool.

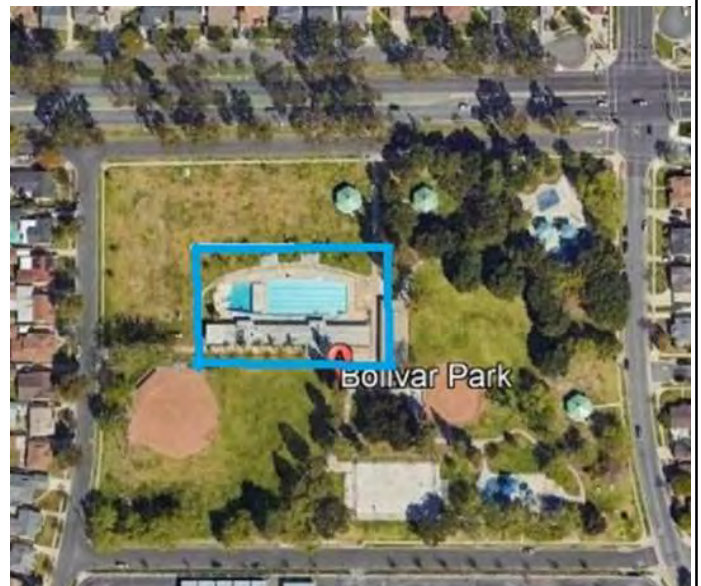
Purpose/Justification:

Infrastructure renewal, reinvestment and current code upgrades.

Priority:

Identified Need - Status 4.

Map or Photo



Other Agencies Involved: N/A
Other Agencies Clearance: LA County Health Department

Project Name: Annual Pool

Project No.: 70104

Total Estimated Project Cost: \$ 139,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Routine regular maintenance services of equipment

Schedule:

Annual as needed.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		139,000	139,000	139,000	139,000	139,000	139,000	140,000	974,000
Equipment									0
Total Cost		139,000	139,000	139,000	139,000	139,000	139,000	140,000	\$ 974,000
Project Funding Sources:									
General Fund	974,000								974,000
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 974,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 974,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type: Building

Project Name: Annual Roof

Project No.: 70106

Narrative Description:

Maintenance and repairs to preserve roofs at any City Facility that are not imminently scheduled for roof replacement.

Purpose/Justification:

Standby funding for infrastructure repair of deteriorated asset to maintain building functionality until there is a future roof replacement.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved: N/A

Other Agencies Clearance: N/A

Project Name: Annual Roof
 Project No.: 70106

Total Estimated Project Cost: \$ 158,000 \$50,000 annual thereafter

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Reduce emergency response/damage costs due to roof leaks

Schedule:

Annual Roof repairs on City buildings, scheduled as needed.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		158,000	50,000	50,000	50,000	50,000	50,000	50,000	458,000
Equipment									0
Total Cost		158,000	50,000	50,000	50,000	50,000	50,000	50,000	\$ 458,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	108,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	458,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 108,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 458,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Centre Refurbishment
Project No.:	70001

Narrative Description:

As needed renovation and repair of The Centre facility.

Purpose/Justification:

Infrastructure renewal and enhancement of rental spaces.

Priority:

Essential Maintenance. Status 5.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Centre Refurbishment

Project No.: 70001

Total Estimated Project Cost: \$ 39,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

As needed

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		39,000							39,000
Equipment									0
Total Cost		39,000	0	0	0	0	0	0	\$ 39,000
Project Funding Sources:									
General Fund	39,000								39,000
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 39,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Civic Center Generator Replacement
Project No.:	70121

Narrative Description:

Replacement of emergency generators at both City Hall and the Centre. Replacement generator at the Centre will be of a similar size and type. Replacement generator at City Hall will be an increased capacity to handle a larger electrical load. Project includes resurfacing of rear Civic Center Parking Lot.

Purpose/Justification:

To support continuous City operations, emergency operations and public safety. Infrastructure renewal of worn out asset.

Priority:

Bid Ready. Status 2.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Civic Center Generator Replacement

Project No.: 70121

Total Estimated Project Cost: \$ 1,384,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Routine equipment maintenance and fuel

Schedule: _____

FY 2025-26

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design		62,000							62,000
R/W - Land Aqu.									0
Inspection/Admin		50,000							50,000
Construction		1,272,000							1,272,000
Equipment									0
Total Cost		1,384,000	0	0	0	0	0	0	\$ 1,384,000
Project Funding Sources:									
General Fund	680,000								680,000
CDBG									0
Measure L City	704,000								704,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 1,384,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,384,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Civic Center Signage Replacement
Project No.:	70145

Narrative Description:

Upgrade exterior building signage and interior wayfinding signage to current City design standards.

Purpose/Justification:

Infrastructure renewal and reinvestment.

Priority:

Pre/Design. Status 3.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Civic Center Signage Replacement

Project No.: 70145

Total Estimated Project Cost: \$ 208,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

Fiscal Year 2025-26.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		208,000							208,000
Equipment									0
Total Cost		208,000	0	0	0	0	0	0	\$ 208,000
Project Funding Sources:									
General Fund	50,000								50,000
CDBG									0
Measure L City		158,000							158,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 50,000	\$ 158,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Council Chambers AV Improvements
Project No.:	70140

Narrative Description:

Design of technology upgrades and facility improvements of existing City Council Chambers including Audio-Visual System, inclusive of cameras, controls, and theatrical lighting upgrades, and access and facility improvements for improved functionality.

Purpose/Justification:

Infrastructure reinvestment and renewal due to age and condition of facility.

Priority:

Pre/Design. Status 3.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Council Chambers AV Improvements
 Project No.: 70140

Total Estimated Project Cost: \$ 5,317,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

Design in process. Audio-Visual Improvements in FY 2025-26.
 Council Chamber construction in FY 2031-32, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design		169,000							169,000
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		148,000						5,000,000	5,148,000
Equipment									0
Total Cost		317,000	0	0	0	0	0	5,000,000	\$ 5,317,000
Project Funding Sources:									
General Fund	91,000								91,000
CDBG									0
Measure L City	226,000								226,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded								5,000,000	5,000,000
Measure L Loan									0
Water									0
Total Funding	\$ 317,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 5,317,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Electrical, HVAC, Roof Improvements - Various Sites
Project No.:	70133

Narrative Description:

Replacement or renovation of existing electrical, HVAC and/or roof facilities at multiple city buildings.

Purpose/Justification:

Infrastructure Investment and Renewal.

Note that funding for this project includes the obligation to repay the "Measure L Loan" with a repayment schedule of \$1,344,345.49 per year for 10 years beginning in FY 2026/27. See Appendix A for additional information.

Priority:

Under construction - Status 1

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Electrical, HVAC, Roof Improvements - Various Sites
 Project No.: 70133

Total Estimated Project Cost: \$ 17,880,000

Source of Cost Estimate: Preliminary ☐ Based Upon Design ☐ Actual Bid ☒

Estimated Annual Operating Cost: Reduction in energy costs

Schedule:

As defined in the Contract Agreement with Southland Industries for construction services and the Professional Services Agreement with Beam/Leaf for MEP support services.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin		212,000	142,000						354,000
Construction		8,697,000	5,798,000	3,031,000					17,526,000
Equipment									0
Total Cost		8,909,000	5,940,000	3,031,000	0	0	0	0	\$ 17,880,000
Project Funding Sources:									
General Fund	5,764,000								5,764,000
CDBG									0
Measure L City	1,600,000								1,600,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan	9,875,000								9,875,000
Water	641,000								641,000
Total Funding	\$ 17,880,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,880,000

* Carryover is the estimated fiscal year end funds.

Note: See Appendix A for the Measure L Loan Repayment Schedule



Capital Improvement Project

Facility Type:	Building
Project Name:	Facilities Renovations - Recurring
Project No.:	70141

Narrative Description:

In accordance with the Facility Conditions Assessment, prepared in August 2018, with updated 2023 cost figures, establish an ongoing program for recurring renovation of all 39 City Building facilities and components, over a ten year time span, to retain the facilities in good working order.

Purpose/Justification:

To arrest usual and customary infrastructure deterioration due to usage and time, a ten-year refurbishment budget needs to be established for all City Building components. The 2023 Facility Condition Assessment estimates a cost for Recurring Component Investment Needs of \$44,863,000 (rounded) over this time period.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Facilities Renovations - Recurring

Project No.: 70141

Total Estimated Project Cost: \$ 2,198,778 Varies annually per Plan

Source of Cost Estimate: Preliminary ☐ Based Upon Design ☐ Actual Bid ☒

Estimated Annual Operating Cost: N/A

Schedule:

Annual investment per the Facility Condition Assessment (FCA) report.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		2,198,778	1,011,519	1,021,707	809,826	4,055,734	3,652,532	2,813,321	15,563,417
Equipment									0
Total Cost		2,198,778	1,011,519	1,021,707	809,826	4,055,734	3,652,532	2,813,321	\$ 15,563,417
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	2,673,000	727,148	358,150	348,706	2,154,171	2,711,389	3,652,532	2,813,321	15,438,417
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded		125,000							125,000
Measure L Loan									0
Water									0
Total Funding	\$ 2,673,000	\$ 852,148	\$ 358,150	\$ 348,706	\$ 2,154,171	\$ 2,711,389	\$ 3,652,532	\$ 2,813,321	\$ 15,563,417

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Mayfair Park Snack Bar Remodel
Project No.:	TBD47

Narrative Description:

Convert the former snack bar building into storage space.

Purpose/Justification:

Reconfigure and existing unused facility into a new use to improve parks operations.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Mayfair Park Snack Bar Remodel

Project No.: TBD47

Total Estimated Project Cost: \$ 50,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

Fiscal Year 2027-28

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction				50,000					50,000
Equipment									0
Total Cost				50,000					\$ 50,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City				50,000					50,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Monte Verde Park Building Refurbishment
Project No.:	70091

Narrative Description:

Existing wood siding on Lodge Building has deteriorated with age. Repair/replace deteriorated external finishes on building.

Purpose/Justification:

Infrastructure renewal and reinvestment.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Monte Verde Park Building Refurbishment

Project No.: 70091

Total Estimated Project Cost: \$ 50,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

Fiscal Year 2026-27

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction			50,000						50,000
Equipment									0
Total Cost		0	50,000	0	0	0	0	0	\$ 50,000
Project Funding Sources:									
General Fund	20,000								20,000
CDBG									0
Measure L City			30,000						30,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 20,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Nixon Yard Renovation/Relocation
Project No.:	TBD22

Narrative Description:

Reconstruction or relocation of City Yard to meet City long-term needs.

Purpose/Justification:

Infrastructure reinvestment and renewal.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Nixon Yard Renovation/Relocation

Project No.: TBD22

Total Estimated Project Cost: \$ 7,500,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Usual and customary utility and maintenance costs

Schedule:

Fiscal Year 2029-30, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction						7,500,000			7,500,000
Equipment									0
Total Cost		0	0	0	0	7,500,000	0	0	\$ 7,500,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded						7,500,000			7,500,000
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500,000	\$ -	\$ -	\$ 7,500,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Palms Park Community Center Improvements
Project No.:	70118

Narrative Description:

Building renovations to include the addition of a new ADA compatible restroom, path of travel improvements, storefront improvements, new flooring, new ceilings, asbestos abatement, roof replacement, HVAC system replacement, electrical infrastructure improvements, new lighting, exterior repairs, renovation of the office, storage, and assembly room and parking lot improvements.

Purpose/Justification:

Update the building amenities and infrastructure for ADA compliance, enhanced recreational value, replacement of depleted infrastructure and energy efficiency.

Priority:

Bid Ready. Status 2.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Palms Park Community Center Improvements

Project No.: 70118

Total Estimated Project Cost: \$ 8,970,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost Usual and customary maintenance and utilities

Schedule:

Bid documents prepared. Construction scheduled to start in Fiscal Year 2025-26.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design		220,000							220,000
R/W - Land Aqu.									0
Inspection/Admin		500,000	500,000						1,000,000
Construction		5,500,000	2,000,000						7,500,000
Equipment			250,000						250,000
Total Cost		6,220,000	2,750,000	0	0	0	0	0	\$ 8,970,000
Project Funding Sources:									
General Fund	624,000								624,000
CDBG									0
Measure L City	478,000	2,119,000							2,597,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP	4,899,000	850,000							5,749,000
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 6,001,000	\$ 2,969,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,970,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Pool Equipment Replacement - Mayfair
Project No.:	TBD61

Narrative Description:

A pool equipment assessment identified infrastructure renovation needs for Mayfair Pool at an estimated cost of \$5.7 Million to keep the existing pool in good operating condition and code compliant. Note that pool fence renovation at this location is a separate project.

Purpose/Justification:

Infrastructure renewal, reinvestment and current code upgrades.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	LA County Health Department

Project Name: Pool Equipment Replacement - Mayfair

Project No.: TBD61

Total Estimated Project Cost: \$ 5,700,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Routine regular maintenance services of equipment

Schedule:

Mayfair Park Pool repairs in Fiscal Year 2028-29, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction					5,700,000				5,700,000
Equipment									0
Total Cost		0	0	0	5,700,000	0	0	0	\$ 5,700,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded					5,700,000				5,700,000
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ -	\$ -	\$ 5,700,000	\$ -	\$ -	\$ -	\$ 5,700,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Pool Equipment Replacement - McCormick
Project No.:	TBD57

Narrative Description:

A pool equipment assessment identified infrastructure renovation needs for McCormick Pool at Bolivar Park at an estimated cost of \$5 Million to keep the existing pool in good operating condition and code compliant.

Purpose/Justification:

Infrastructure renewal, reinvestment and current code upgrades.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	LA County Health Department

Project Name: Pool Equipment Replacement - McCormick

Project No.: TBD57

Total Estimated Project Cost: \$ 5,000,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Routine regular maintenance services of equipment

Schedule:

Construction in Fiscal Year 2027-28, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction				5,000,000					5,000,000
Equipment									0
Total Cost		0	0	5,000,000	0	0	0	0	\$ 5,000,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded				5,000,000					5,000,000
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Building
Project Name:	Weingart Senior Center Improvements
Project No.:	70017

Narrative Description:

Building improvements to include new HVAC system, ADA accesible restroom improvements, ADA accessible parking and path of travel improvements, interior improvements including new flooring, paint, ceiling, lighting, doors, window treatments, acoustical wall treatments, installation of hearing loops, interior signage and interior tenant improvements for private offices and removal of interior landscape planter. Exterior landscaping and exterior signage.

Purpose/Justification:

Infrastructure reinvestment and renewal due to age and condition of facility.

Priority:

Bid Ready. Status 2.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	CDBG funding compliance

Project Name: Weingart Senior Center Improvements

Project No.: 70017

Total Estimated Project Cost: \$ 6,788,000

Source of Cost Estimate: Preliminary ☐ Based Upon Design ☒ Actual Bid ☐

Estimated Annual Operating Cost: Usual and customary maintenance and utilities

Schedule: _____

Construction to start in Fiscal Year 2025-26.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design		30,000							30,000
R/W - Land Aqu.									0
Inspection/Admin		750,000							750,000
Construction		5,698,000							5,698,000
Equipment		310,000							310,000
Total Cost		6,788,000	0	0	0	0	0	0	\$ 6,788,000
Project Funding Sources:									
General Fund									0
CDBG**	967,000								967,000
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP	4,699,000	1,122,000							5,821,000
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 5,666,000	\$ 1,122,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,788,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Equestrian
Project Name:	Equestrian Center Partial Demolition
Project No.:	TBD55

Narrative Description:

Partial demolition of the Equestrian Center at Rynerson Park.

Purpose/Justification:

Removal of antiquated facility and return of area to future park use

Priority:

Bid Ready. Status 2.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Equestrian Center Partial Demolition
 Project No.: TBD55

Total Estimated Project Cost: \$ 125,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

Fiscal Year 2025-26

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		125,000							125,000
Equipment									0
Total Cost		125,000	0	0	0	0	0	0	\$ 125,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City		125,000							125,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Landscape
Project Name:	Median Island & Water Quality Improvements - Multiple Locations
Project No.:	60061

Narrative Description:

The project includes conversion of existing raised, impermeable medians paved with asphalt or concrete, to drought tolerant landscape and low flow irrigation on portions of Del Amo, Lakewood Blvd., Studebaker, and Norwalk. The new median project will leave most of the curbs intact. Irrigation and natural rainfall will be infiltrated into the landscape area for water quality improvement.

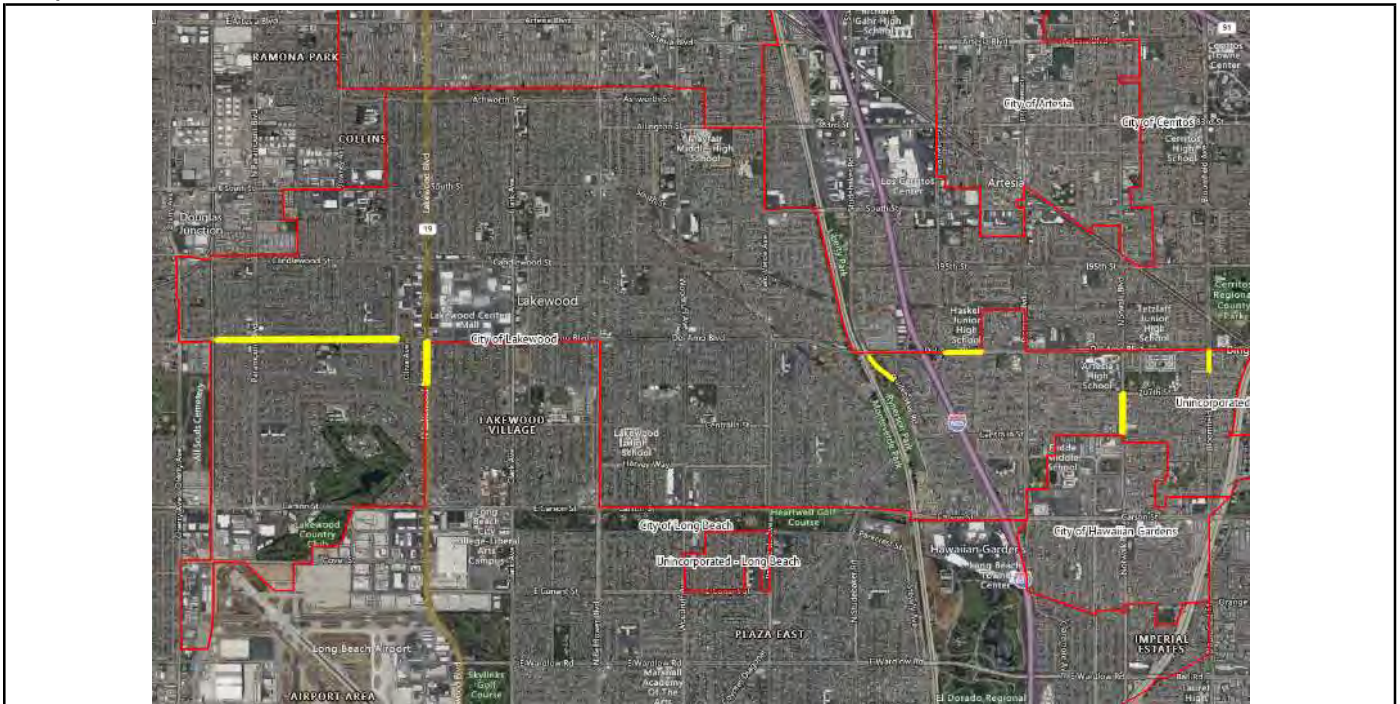
Purpose/Justification:

Beautify the streets, utilize low flow irrigation of drought tolerant landscape, increase permeability and the opportunity for the infiltration of rain and irrigation water, and improve runoff water quality.

Priority:

Bid Ready. Status 2.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Median Island & Water Quality Improvements - Multiple Locations
 Project No.: 60061

Total Estimated Project Cost: TBD

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Usual and customary landscape maintenace and utilities

Schedule:

Fiscal Year 2031-32, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction								1,000,000	1,000,000
Equipment									0
Total Cost		0	0	0	0	0	0	1,000,000	\$ 1,000,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded								1,000,000	1,000,000
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:
Project Name:
Project No.:

Narrative Description:

Repairs or replacement of fencing at parks throughout the City in a timely manner.

Purpose/Justification:

Standby funding for as needed infrastructure renewal of damaged or end of life asset.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Annual Fence

Project No.: 70005

Total Estimated Project Cost: \$ 150,000 Annual

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost N/A

Schedule:

Annual fencing repair projects scheduled as needed.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		150,000	25,000	25,000	25,000	25,000	25,000	25,000	300,000
Equipment									0
Total Cost		150,000	25,000	25,000	25,000	25,000	25,000	25,000	\$ 300,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	125,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	300,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 125,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 300,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type: Park
Project Name: Annual Parks Hardscape
Project No.: 70146

Narrative Description:

Repair or replace park walkways, patio slabs, picnic area driveway slabs, driveways, and trash enclosure slabs.

Purpose/Justification:

Standby funding for as needed infrastructure renewal of deteriorated or end of life asset.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved: N/A
Other Agencies Clearance: N/A

Project Name: Annual Parks Hardscape

Project No.: 70146

Total Estimated Project Cost: \$ 204,000 \$50,000 Annual thereafter

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost N/A

Schedule:

Annual Parks Hardscape replacement and maintenance scheduled as needed.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		204,000	50,000	50,000	50,000	50,000	50,000	50,000	504,000
Equipment									0
Total Cost		204,000	50,000	50,000	50,000	50,000	50,000	50,000	\$ 504,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	154,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	504,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 154,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 504,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:

Project Name:

Project No.:

Narrative Description:

Annual playground equipment and surfacing repairs, as needed.

Purpose/Justification:

Public Safety and infrastructure maintenance.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved:

Other Agencies Clearance:

Project Name: Annual Playground
 Project No.: 70122

Total Estimated Project Cost: \$ 90,000 \$50,000 Annual thereafter

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost N/A

Schedule:

Annual Playground Surfacing and Equipment repairs scheduled as needed.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		90,000	75,000	75,000	75,000	75,000	75,000	75,000	540,000
Equipment									0
Total Cost		90,000	75,000	75,000	75,000	75,000	75,000	75,000	\$ 540,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	15,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	540,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 15,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 540,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Basketball Court Renovations at 7 Locations
Project No.:	TBD50

Narrative Description:

Refurbish existing basketball courts at Mayfair, Biscaluz, Bloomfield, Bolivar, Del Valle, San Martin, and Boyer Parks.

Purpose/Justification:

Infrastructure renewal and reinvestment

Priority:

Pre/Design. Status 3.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Basketball Court Renovations at 7 Locations
 Project No.: TBD50

Total Estimated Project Cost: \$ 2,240,415

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Usual and customary maintenance

Schedule:

Fiscal Years 2028-29 and 2029-30

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction					1,319,345	921,070			2,240,415
Equipment									0
Total Cost		0	0	0	1,319,345	921,070	0	0	\$ 2,240,415
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City					1,319,345	921,070			2,240,415
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ -	\$ -	\$ 1,319,345	\$ 921,070	\$ -	\$ -	\$ 2,240,415

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Bloomfield Park Improvements
Project No.:	TBD56

Narrative Description:

The construction of a new pickleball facility with eight fully lighted courts, equipment, site amenities, and integrated shade. The project also involves refurbishing the existing basketball courts, including wall demolition, resurfacing, restriping, and replacement of outdated basketball standards.

Purpose/Justification:

Provide new recreation opportunities, modernize the park to meet current safety standards for and infrastructure renewal of worn out assets.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Bloomfield Park Improvements
 Project No.: TBD56

Total Estimated Project Cost: \$ 1,200,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:
 Fiscal Year 2030-31, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design							200,000		200,000
R/W - Land Aqu.									0
Inspection/Admin									0
Construction							1,000,000		1,000,000
Equipment									0
Total Cost		0	0	0	0	0	1,200,000	0	\$ 1,200,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant***									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded							1,200,000		1,200,000
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000	\$ -	\$ 1,200,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Bolivar Park Infrastructure Improvements
Project No.:	TBD41

Narrative Description:

Refurbishment of Bolivar Park to meet current and future recreation use needs.

Purpose/Justification:

Infrastructure reinvestment and renewal

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Bolivar Park Infrastructure Improvements
 Project No.: TBD41

Total Estimated Project Cost: \$ 4,250,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: To be determined

Schedule:

Design in Fiscal Year 2026-27. Construction in Fiscal Year 2027-28, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design			250,000						250,000
R/W - Land Aqu.									0
Inspection/Admin									0
Construction				4,000,000					4,000,000
Equipment									0
Total Cost		0	250,000	4,000,000	0	0	0	0	\$ 4,250,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	250,000								250,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded				4,000,000					4,000,000
Measure L Loan									0
Water									0
Total Funding	\$ 250,000	\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ 4,250,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Civic Center Corner Lot Development
Project No.:	70003

Narrative Description:

Development of the Del Amo Boulevard at Clark Avenue Civic Center Corner Lot site to accomodate a multi-use public event space, restrooms and amenities.

Purpose/Justification:

Public recreation facility for special events

Priority:

Pre/Design. Status 3.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Civic Center Corner Lot Development
 Project No.: 70003

Total Estimated Project Cost: \$12,500,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: \$200,000

Schedule:

Final design in FY2025-26. Construction in FY2026-27.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design		632,000							632,000
R/W - Land Aqu.									0
Inspection/Admin			1,600,000						1,600,000
Construction			9,649,000	619,000					10,268,000
Equipment									0
Total Cost		632,000	11,249,000	619,000	0	0	0	0	\$ 12,500,000
Project Funding Sources:									
General Fund	5,831,000								5,831,000
CDBG									0
Measure L City			2,900,000	673,000					3,573,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local		2,616,000	480,000						3,096,000
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 5,831,000	\$ 2,616,000	\$ 3,380,000	\$ 673,000	\$ -	\$ -	\$ -	\$ -	\$ 12,500,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Del Valle Park Infrastructure Improvements
Project No.:	TBD42

Narrative Description:

Renovation of Del Valle Park to include removal of exist youth center and construction of a new community center to meet current and future recreation needs.

Purpose/Justification:

Infrastrucure reinvestment and renewal.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Del Valle Park Infrastructure Improvements
 Project No.: TBD42

Total Estimated Project Cost: \$ 5,000,000

Source of Cost Estimate: Preliminary ☐ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: To be determined

Schedule:

Fiscal Year 2028-29, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction					5,000,000				5,000,000
Equipment									0
Total Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded					5,000,000				5,000,000
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 5,000,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Del Valle Tot Lot Replacement
Project No.:	TBD25

Narrative Description:

Upgrade play equipment and surfacing to current safety standards for the tot lot and replace the surfacing of the school age playground.

Purpose/Justification:

Infrastructure reinvestment and renewal.

Priority:

Pre/Design. Status 3.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Del Valle Tot Lot Replacement
 Project No.: TBD25

Total Estimated Project Cost: \$ 805,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost Usual and customary maintenance

Schedule:

Construction in Fiscal Year 2026-27.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin			50,000						50,000
Construction			755,000						755,000
Equipment									0
Total Cost		0	805,000	0	0	0	0	0	\$ 805,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A	500,000	305,000							805,000
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 500,000	\$ 305,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 805,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Mayfair Park Pool Fence Replacement
Project No.:	70109

Narrative Description:

Remove and replace approximately 700' of deteriorated perimeter fencing around the pool facility.

Purpose/Justification:

Infrastructure reinvestment and renewal.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Mayfair Park Pool Fence Replacement
 Project No.: 70109

Total Estimated Project Cost: \$ 1,500,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

Fiscal Year 2027-28.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction				1,500,000					1,500,000
Equipment									0
Total Cost		0	0	1,500,000	0	0	0	0	\$ 1,500,000
Project Funding Sources:									
General Fund	81,000								81,000
CDBG									0
Measure L City	50,000			1,369,000					1,419,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 131,000	\$ -	\$ -	\$ 1,369,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Palms Park Infrastructure Improvements
Project No.:	70142

Narrative Description:

Refurbishment of Palms Park to meet current and future recreation use needs.

Purpose/Justification:

Infrastructure reinvestment and renewal.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Palms Park Infrastructure Improvements
 Project No.: 70142

Total Estimated Project Cost: \$ -

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Usual and customary maintenance and utility costs

Schedule:

Design in Fiscal Year 2028-28, subject to funding confirmation. Construction in Fiscal Year 2029-30, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design				500,000					500,000
R/W - Land Aqu.									0
Inspection/Admin									0
Construction						5,000,000			5,000,000
Equipment									0
Total Cost		0	0	500,000	0	5,000,000	0	0	\$ 5,500,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A			311,000	317,000	323,000	330,000			1,281,000
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded						4,219,000			4,219,000
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ 311,000	\$ 317,000	\$ 323,000	\$ 4,549,000	\$ -	\$ -	\$ 5,500,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Playground Replacement - Bloomfield
Project No.:	TBD51

Narrative Description:

Replacement of school age playground equipment and surfacing at Bloomfield Park to enhance the play experience, meet current playground safety standards and serve all community members.

Purpose/Justification:

Modernize the play equipment and meet current safety standards for the play equipment and the resilient surfacing. Infrastructure renewal of worn out assets.

Priority:

Bid Ready. Status 2.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Playground Replacement - Bloomfield
 Project No.: TBD51

Total Estimated Project Cost: \$ 598,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost N/A

Schedule:
 Construction in Fiscal Year 2025-26.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin		50,000							50,000
Construction		548,000							548,000
Equipment									0
Total Cost		598,000	0	0	0	0	0	0	\$ 598,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	105,000								105,000
Measure A	493,000								493,000
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 598,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 598,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Park
Project Name:	Playground Replacement - Cherry Cove Park
Project No.:	70139

Narrative Description:

Replacement of playground equipment and surfacing at Cherry Cove Park to enhance the play experience, meet current playground safety standards and serve all community members.

Purpose/Justification:

Modernize the play equipment and meet current safety standards for the play equipment and the resilient surfacing. Infrastructure renewal of worn out assets.

Priority:

Bid Ready. Status 2.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Playground Replacement - Cherry Cove Park
 Project No.: 70139

Total Estimated Project Cost: \$ 511,000

Source of Cost Estimate: Preliminary ☐ Based Upon Design ☒ Actual Bid ☐

Estimated Annual Operating Cost N/A

Schedule:
 Construction in Fiscal Year 2025-26.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin		50,000							50,000
Construction		461,000							461,000
Equipment									0
Total Cost		511,000	0	0	0	0	0	0	\$ 511,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City	20,000	50,000							70,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S	330,000	111,000							441,000
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 350,000	\$ 161,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 511,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type: Park
Project Name: Rynerson Park Expansion
Project No.: TBD53

Narrative Description:

Adjust park boundary with Equestrian Center including demoliton, hardscape and landscape.

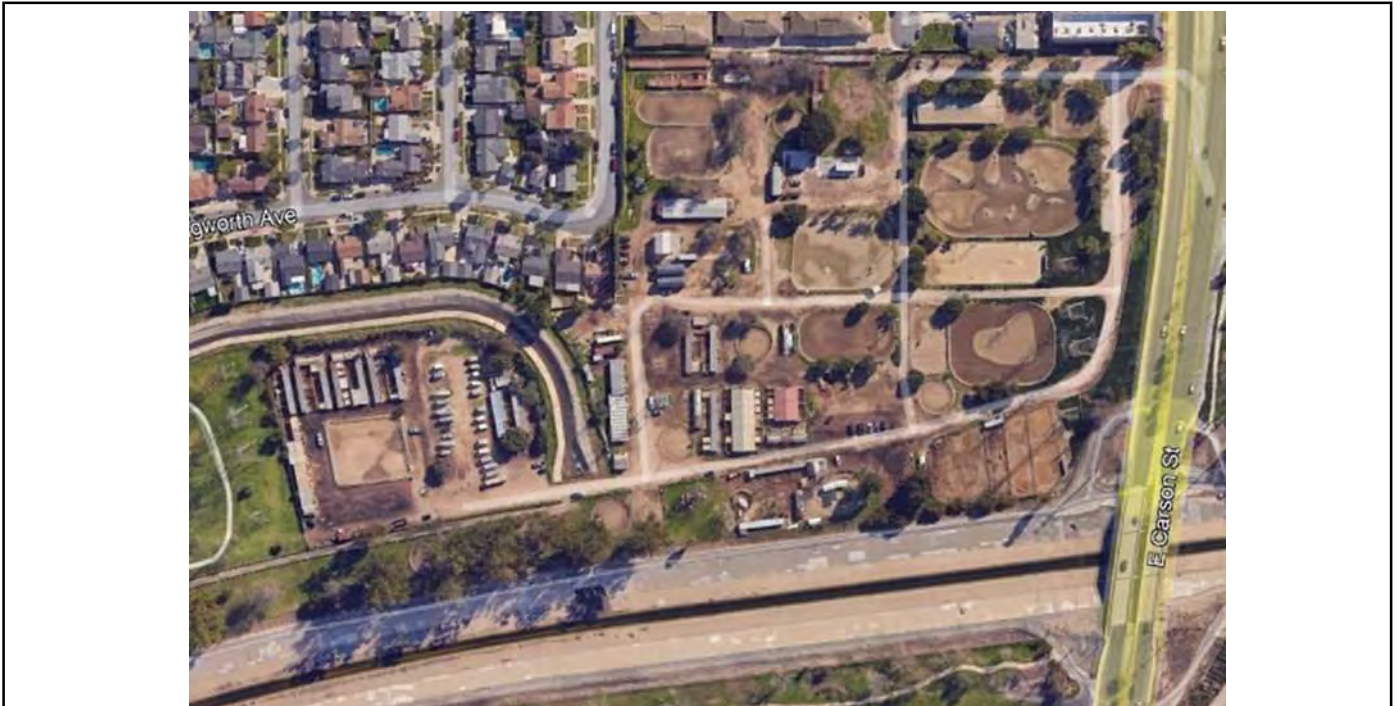
Purpose/Justification:

Reallocation of park space for other recreation uses.

Priority:

Identified Need. Status 4.

Map or Photo



Other Agencies Involved: N/A
Other Agencies Clearance: N/A

Project Name: Rynerson Park Expansion
 Project No.: TBD53

Total Estimated Project Cost: \$ 5,000,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost N/A

Schedule:
 Fiscal Year 2028-29, subject to funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction					5,000,000				5,000,000
Equipment									0
Total Cost			0	0	5,000,000	0	0	0	\$ 5,000,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded					5,000,000				5,000,000
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 5,000,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:
Project Name:
Project No.:

Narrative Description:

Citywide Sewer Sytem Improvements to reduce backups and overflows. Primary funding provided by the "Thomas R. Carper Water Resources Development Act of 2024" (2024 WRDA) in the amount of \$8,000,000 by which the United States Army Corps of Engineers (USACE) is to implement the Project with the required 25% Local Match. City matching fund source of \$2,000,000 to be determined.

Purpose/Justification:

To improve Sewer System operations, protect public health and improve water quality.

Priority:

Pre/Design. Status 3.

Map or Photo



Other Agencies Involved:
Other Agencies Clearance:

Project Name: Sewer Improvements
 Project No.: TBD59

Total Estimated Project Cost: \$ 2,237,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Reduction in unplanned sewer maintenance

Schedule:

This Project is proposed to be accomplished in phases, subject to the capacity of USACE and funding availability.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction				1,070,000			101,000	1,066,000	2,237,000
Equipment									0
Total Cost		0	0	1,070,000	0	0	101,000	1,066,000	\$ 2,237,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City				958,000			101,000	1,066,000	2,125,000
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer	112,000								112,000
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 112,000	\$ -	\$ -	\$ 958,000	\$ -	\$ -	\$ 101,000	\$ 1,066,000	\$ 2,237,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Street
Project Name:	Annual Street Right of Way Infrastructure Repair
Project No.:	TBD58

Narrative Description:

Repair, renovation and renewal of street right of way infrastructure to address current and long term deterioration addressing safety and asset preservation. Funding assigned as \$100,000 for Street Repairs, \$100,000 Traffic Control Maintenance and \$175,000 Signs, Markings and Striping Renewal.

Purpose/Justification:

Infrastructure preservation in accordance with best management practices to retain street right of way infrastructure in good condition and to protect the value of this asset.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Annual Street Right of Way Infrastructure Repair
 Project No.: TBD58

Total Estimated Project Cost: \$ 375,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Reduction in unplanned street maintenance

Schedule:
 Annually.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		375,000	375,000	375,000	375,000	375,000	375,000	375,000	2,625,000
Equipment									0
Total Cost		375,000	375,000	375,000	375,000	375,000	375,000	375,000	\$ 2,625,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M		275,000	275,000	275,000	275,000	275,000	275,000	275,000	1,925,000
Measure R		100,000	100,000	100,000	100,000	100,000	100,000	100,000	700,000
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ -	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 2,625,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Street
Project Name:	Annual Sidewalk & Mobility Improvements
Project No.:	60063

Narrative Description:

Remove and replace deteriorated or damaged hardscape (sidewalks, bike paths, ADA ramps), and contractual services support, throughout the community on an annual basis. Funding assigned on an ongoing basis as \$1,664,000 Hardscape Improvements and \$184,000 support Contractual Services.

Purpose/Justification:

Public safety and infrastructure renewal of deteriorated asset and/or to improve local mobility.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Annual Sidewalk & Mobility Improvements
 Project No.: 60063

Total Estimated Project Cost: \$ 7,309,000 Annual thereafter at approx \$1.85 million.

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

Annual improvements and repairs, scheduled as needed. This Project is administered by the Tree and Hardscape Division.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		7,309,000	1,849,000	1,850,000	1,851,000	1,853,000	1,854,000	1,856,000	18,422,000
Equipment									0
Total Cost		7,309,000	1,849,000	1,850,000	1,851,000	1,853,000	1,854,000	1,856,000	18,422,000
Project Funding Sources:									
General Fund		40,000	40,000	40,000	40,000	40,000	40,000	40,000	280,000
CDBG									0
Measure L City									0
Measure A									0
Measure M	971,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	1,090,000
Measure R	1,999,000	947,000	947,000	947,000	947,000	947,000	947,000	947,000	8,628,000
Measure W Local									0
Proposition C									0
RMRA (SB1)	2,491,000	780,000	780,000	780,000	780,000	780,000	780,000	780,000	7,951,000
Sewer									0
TDA		64,000	65,000	66,000	67,000	69,000	70,000	72,000	473,000
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 5,461,000	\$ 1,848,000	\$ 1,849,000	\$ 1,850,000	\$ 1,851,000	\$ 1,853,000	\$ 1,854,000	\$ 1,856,000	\$ 18,422,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Street
Project Name:	Annual Streets & Alley Resurfacing
Project No.:	60021

Narrative Description:

Annual pavement rehabilitation of local streets and alleys to include remove and replace deteriorated areas, grinding of the surface, crack sealing and placement of a new asphalt concrete overlay surface.

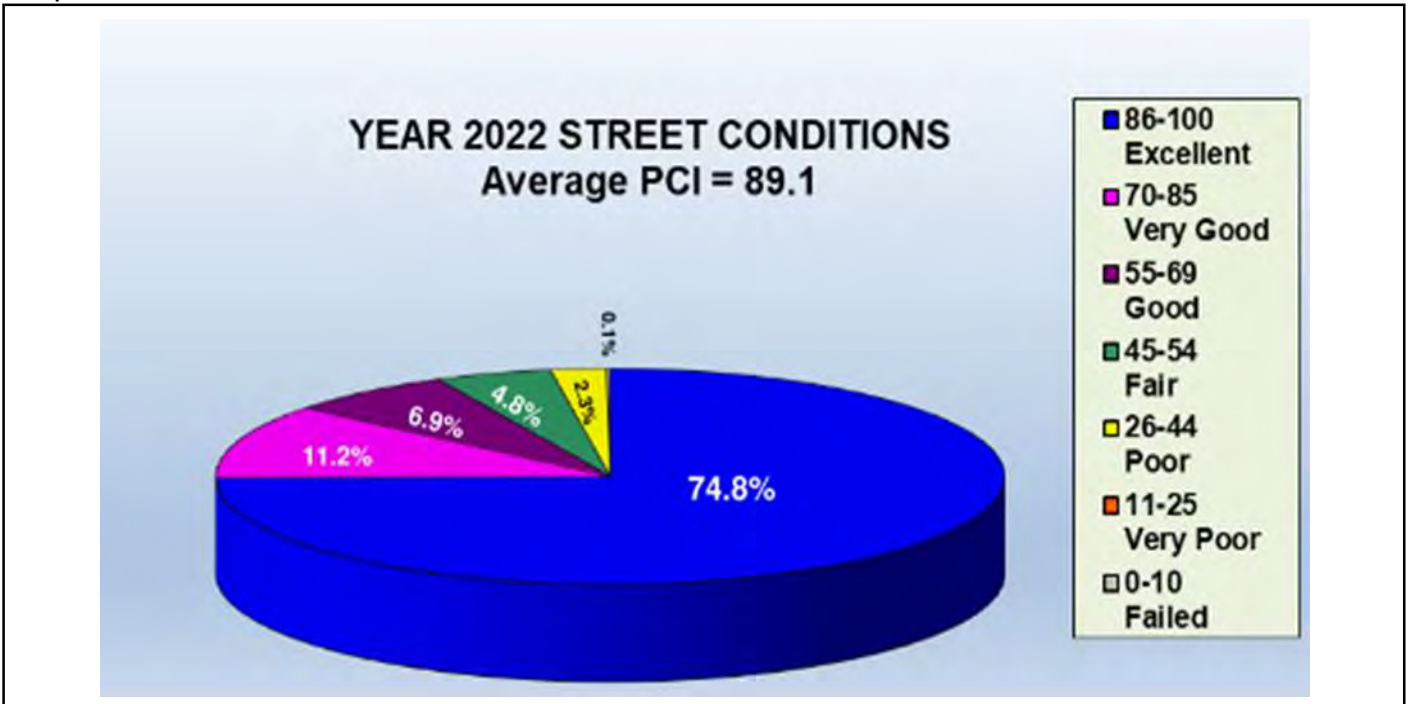
Purpose/Justification:

Pavement preservation in accordance with the recommendations of the Pavement Management System to maintain the local street system in good condition and to protect the value of this asset.

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Annual Streets & Alley Resurfacing
 Project No.: 60021

Total Estimated Project Cost: \$ 18,411,000 Variable based upon annual funding.

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: Reduction in unplanned street maintenance

Schedule:

Annually scheduled pavement repair and resurfacing, scheduled as needed.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design		0	100,000	100,000	100,000	100,000	100,000	100,000	600,000
R/W - Land Aqu.		0	0	0	0	0	0		0
Inspection/Admin		200,000	200,000	200,000	200,000	200,000	200,000	200,000	1,400,000
Construction		18,211,000	3,679,000	3,782,000	3,884,000	3,990,000	4,098,000	4,208,000	41,852,000
Equipment									0
Total Cost		18,411,000	3,979,000	4,082,000	4,184,000	4,290,000	4,398,000	4,508,000	\$ 43,852,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M	2,966,000	1,034,000	1,199,000	1,229,000	1,259,000	1,290,000	1,322,000	1,354,000	11,653,000
Measure R	1,063,000	243,000	268,000	295,000	321,000	349,000	377,000	405,000	3,321,000
Measure W Local									0
Proposition C	5,230,000	1,019,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	12,369,000
RMRA (SB1)	5,537,000	448,000	1,492,000	1,538,000	1,584,000	1,631,000	1,679,000	1,729,000	15,638,000
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL	871,000								871,000
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 15,667,000	\$ 2,744,000	\$ 3,979,000	\$ 4,082,000	\$ 4,184,000	\$ 4,290,000	\$ 4,398,000	\$ 4,508,000	\$ 43,852,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Street
Project Name:	Lakewood Blvd Corridor
Project No.:	60054

Narrative Description:

Lakewood received funding in 2016 for the Lakewood Blvd Regional Corridor Capacity Enhancement Project. The project adds pedestrian walkways to allow access to various shopping centers and street improvements. The first phase of the project involves the undergrounding of existing Edison overhead distribution and transmission systems. Future phases are unfunded.

Purpose/Justification:

Improve public safety by reducing incidents associated with overhead electrical systems. Improves visual appearance of the neighborhood. Improves pedestrian accessibility and mobility.

Priority:

Pre/Design. Status 3.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	LA Metro, SCE

Project Name: Lakewood Blvd Corridor
 Project No.: 60054

Total Estimated Project Cost: \$ 1,182,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A for Phase I

Schedule:

City's consultant completed the design of street improvement plans. Underground of SCE lines in design. Future construction subject to grant funding.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design		1,182,000							1,182,000
R/W - Land Aqu.									0
Inspection/Admin									0
Construction								45,000,000	45,000,000
Equipment									0
Total Cost		1,182,000	0	0	0	0	0	45,000,000	\$ 46,182,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant	1,182,000								1,182,000
Unfunded								45,000,000	45,000,000
Measure L Loan									0
Water									0
Total Funding	\$ 1,182,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000,000	\$ 46,182,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type: Street
Project Name: Bus Shelter Improvements
Project No.: 60067

Narrative Description:

Provide for the replacement and repair of existing bus shelters citywide.

Purpose/Justification:

Infrastructure renewal and replacement due to age of facilities or damages incurred.

Priority:

Identified need. Status 4.

Map or Photo



Other Agencies Involved: N/A
Other Agencies Clearance: N/A

Project Name:

Project No.:

Total Estimated Project Cost:

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☒

Estimated Annual Operating Cost

Schedule: _____

As Needed.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		125,000	1,553,000						1,678,000
Equipment									0
Total Cost		125,000	1,553,000	0	0	0	0	0	\$ 1,678,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A	125,000		1,553,000						1,678,000
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 125,000	\$ -	\$ 1,553,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,678,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Traffic
Project Name:	Traffic and Pedestrian Safety Upgrades
Project No.:	60062

Narrative Description:

Enhance Traffic, multi-modal and pedestrian safety at multiple locations. Design of the Palo Verde Avenue and Studebaker Road Pilot Projects for Traffic Calming.

Purpose/Justification:

Public safety enhancement.

Priority:

Pre/Design. Status 3.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	N/A

Project Name: Traffic and Pedestrian Safety Upgrades
 Project No.: 60062

Total Estimated Project Cost: \$ 1,150,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

Design and Construction in FY 2025-26

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design		150,000							150,000
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		1,000,000							1,000,000
Equipment									0
Total Cost		1,150,000	0	0	0	0	0	0	\$ 1,150,000
Project Funding Sources:									
General Fund	14,000								14,000
CDBG									0
Measure L City									0
Measure A									0
Measure M		136,000							136,000
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)		1,000,000							1,000,000
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 14,000	\$ 1,136,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,150,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Traffic
Project Name:	Traffic Signal Improvements - 12 Intersections
Project No.:	60001

Narrative Description:

Provide advanced dilemma zone detection at twelve (12) intersections, upgrand and improve signal hardware at ten (10) intersections and upgrade pedestal mounted median signals with mast arms at two (2) intersections.

Purpose/Justification:

Infrastructure renewal and replacement due to age of equipment, newer standards and updated technology. Schedule will be impacted by the aquisition of long lead-time delivery of specialty equipment.

Priority:

Under Construction. Status 1.

Map or Photo



Other Agencies Involved:	N/A
Other Agencies Clearance:	Caltrans

Project Name: Traffic Signal Improvements - 12 Intersections
 Project No.: 60001

Total Estimated Project Cost: \$ 609,000

Source of Cost Estimate: Preliminary ☐ Based Upon Design ☐ Actual Bid ☒

Estimated Annual Operating Cost: N/A

Schedule:

Project is under construction in Fiscal Year 2025-26.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		609,000							609,000
Equipment									0
Total Cost		609,000	0	0	0	0	0	0	\$ 609,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M	30,000								30,000
Measure R	13,000								13,000
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant	566,000								566,000
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 609,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 609,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type:	Water Quality/Drainage
Project Name:	Measure W Regional - Bolivar and Mayfair Water Quality O & M
Project No.:	TBD54

Narrative Description:

Safe Clean Water Program (SCWP) for Regional Program Funds for Bolivar Park and for Mayfair Park water capture facilities. SCWP provides local dedicated funding for stormwater and urban runoff programs and projects. The LACFCD is providing funding for the operations and maintenance of the completed water quality improvement projects at both Bolivar and Mayfair Parks.

Purpose/Justification:

Measure W regional water quality operations and maintenance obligations allocated to both Bolivar Park and Mayfair Park Water Quality installations.

Priority:

Construction. Status 1.

Map or Photo



Other Agencies Involved:	Los Angeles County
Other Agencies Clearance:	Los Angeles County

Project Name: Measure W Regional - Bolivar and Mayfair Water Quality O & M
 Project No.: TBD54

Total Estimated Project Cost: \$ 1,306,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost: N/A

Schedule:

Annual Construction (operations and maintenance).

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		326,000	326,000	327,000	327,000				1,306,000
Equipment									0
Total Cost		326,000	326,000	327,000	327,000	0	0	0	\$ 1,306,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local									0
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional	1,306,000								1,306,000
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 1,306,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,306,000

* Carryover is the estimated fiscal year end funds.



Capital Improvement Project

Facility Type: Water Quality/Drainage
Project Name: Measure W Local Projects
Project No.: TBD48

Narrative Description:

Local Water Quality Improvements on an annual basis at various sites throughout the community in accordance with the Annual Plan.

Purpose/Justification:

NPDES and Measure W obligations

Priority:

Annual. Status 5.

Map or Photo



Other Agencies Involved: Los Angeles County
Other Agencies Clearance: Los Angeles County

Project Name: Measure W Local Projects
 Project No.: TBD48

Total Estimated Project Cost: \$ 1,540,000 Annual thereafter at \$770,000

Source of Cost Estimate: Preliminary ☒ Based Upon Design ☐ Actual Bid ☐

Estimated Annual Operating Cost N/A

Schedule:

Annual.

Project Costs and Funding:

	Carryover*	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
Project Costs:									
Planning/Design									0
R/W - Land Aqu.									0
Inspection/Admin									0
Construction		1,540,000	290,000	770,000	770,000	770,000	770,000	770,000	5,680,000
Equipment									0
Total Cost		1,540,000	290,000	770,000	770,000	770,000	770,000	770,000	\$ 5,680,000
Project Funding Sources:									
General Fund									0
CDBG									0
Measure L City									0
Measure A									0
Measure M									0
Measure R									0
Measure W Local	770,000	770,000	290,000	770,000	770,000	770,000	770,000	770,000	5,680,000
Proposition C									0
RMRA (SB1)									0
Sewer									0
TDA									0
Measure W Regional									0
Other - CFP									0
Proposition A									0
Other - CT Grant									0
Other - Meas A M/S									0
Other - STPL									0
Measure R Grant									0
Unfunded									0
Measure L Loan									0
Water									0
Total Funding	\$ 770,000	\$ 770,000	\$ 290,000	\$ 770,000	\$ 770,000	\$ 770,000	\$ 770,000	\$ 770,000	\$ 5,680,000

* Carryover is the estimated fiscal year end funds.

APPENDIX I

Funding Source Definitions

City of Lakewood CIP Budget Funding Source Definitions

Assembly Bill 2766 – Motor Vehicle Subvention Funds (AB 2766) (State)

Assembly Bill 2766 was adopted in 1990 to provide a revenue stream for programs to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies. State law, H&S Code Section 44223, authorizes the Department of Motor Vehicles to collect a registration surcharge of \$4 per vehicle to fund the AB 2766 Subvention Fund Program. AB 2766 revenue is distributed by the South Coast Air Quality Management District on a quarterly basis to the 162 participating cities and counties in the South Coast Air Basin based on the prorated share of their population. AB2766 funds are utilized to improve air quality and have many additional benefits including increasing transportation alternatives, relieving traffic congestion, conserving energy resources and reducing greenhouse gas emissions. Eligible project categories include: Clean Fleet Vehicle Purchases, Electric Riding Lawnmowers, Community Rideshare Programs, Alternative Fuel Infrastructure, Signal Synchronization, Transit Subsidies and Land Use/General Plan updates related to mobile source emission reductions.

American Rescue Plan Act (ARPA) (Federal)

The American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. In addition to provisions like direct checks to individuals, an expanded Child Tax Credit, and enhanced unemployment benefits, the bill also included \$350 billion in funding to states and local governments to address losses in revenue that they had during the pandemic. In addition to filling these gaps, much of this funding became available to be spent on key projects in cities and towns across America. ARPA funds have broad categories that funds can be spent on. Specifically, funds can be spent to: 1) Replace lost public sector revenue, 2) Support the COVID-19 public health and economic response, 3) Provide premium pay for eligible workers performing essential work and 4) Invest in water, sewer, and broadband infrastructure. The ARPA funds received by the City of Lakewood have been utilized and no further funding is available.

Caltrans Water Quality Grant (Caltrans-Grant)

The City of Lakewood entered into an agreement, the Cooperative Implementation Agreement, with the State of California, through the Department of Transportation (Caltrans), on June 14, 2016, for the purpose of implementing storm water quality improvement projects to reduce trash and debris in the water course. Caltrans provided the City with \$15,000,000 of State General Funds for this purpose. The City of Lakewood projects allowed Caltrans to receive a certain number of "compliance credits" for trash removal from water courses as required by National Pollution Discharge Elimination System (NPDES) Order No. 2012-0011-DQW. The projects funded by this program have been completed and are now in a recurring maintenance program.

CARES Act Community Development Block Grant (CDBG-CV) (Federal)

City of Lakewood CIP Budget

Funding Source Definitions

The CARES Act, PL 116-136, was signed by President Trump on March 27, 2020, and provides funding to communities to offset the impacts of the COVID-19 Pandemic. Extensive Federal Rules govern the use of these funds. In April 2023, HUD deleted a funding expenditure deadline requiring the expenditure of 80% of the funds within three years of grant execution. However, it is still required that the expenditure of all CDBG-CV funds must occur within a 6-year period established by the execution of the CDBG-CV grant agreement.

Community Development Block Grants (CDBG) (Federal)

The CDBG Program is authorized under Title I of the Housing and Community Development Act of 1974, as amended. Pursuant to the Act, the primary objective of the CDBG Program is to develop viable urban communities by providing decent housing, promoting a suitable living environment, and expanding economic opportunities, primarily for low- and moderate-income persons. To achieve these goals, CDBG activities must meet at least one of the three national objectives: Benefit low to moderate income persons, aid in the prevention of slum and blight and/or meet other community development needs having a particular urgency. CDBG activities implemented by the City are used to pursue the above-listed statutory goals for CDBG as detailed by the Community Development and Housing programs listed in the City's 2025-2029 Consolidated Plan. These activities are designed to improve Lakewood's neighborhoods and increase its capacity to address the needs of low- and moderate-income households, including special needs groups, seniors, and persons with disabilities.

Community Funded Projects by Legislative Act (CFP) (State or Federal)

From time to time, State or Federal Elected Officials will seek to support local community projects or initiatives by providing direct funding through the adoption of the State and/or Federal Budget. Use of the funds are subject to the regulatory compliance requirements of the funding entity.

General Fund

General Funds are proceeds of a variety of taxes and which are not predetermined for specific expenditures. The revenue sources for General Funds include property tax, sales and use taxes, business license fees and, if applicable, hotel taxes and utility taxes. Only a small share of County collected property tax and only a small share of State collected sales taxes are allocated to the City.

Highway Safety Improvement Program (HSIP) (Federal)

The Infrastructure Investment and Jobs Act (IIJA) was signed into law on November 15, 2021. Under IIJA, the Highway Safety Improvement Program (HSIP), codified as Section 148 of Title 23, United States Code (23 U.S.C §148), is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. The Caltrans Division of Local Assistance (DLA) manages California's local agency share of HSIP competitive grant funds. California's Local HSIP focuses on infrastructure projects with nationally recognized crash reduction factors (CRFs). Local

City of Lakewood CIP Budget

Funding Source Definitions

HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported means.

Measure L (City)

The Lakewood Public Safety/Local Control Measure was approved by City voters at the Municipal Election held on March 3, 2020. Measure L is a $\frac{3}{4}\text{¢}$ sales tax to protect the city's financial stability; maintain 911 emergency response/sheriff patrols; prevent property crimes, thefts, burglaries; protect local drinking water; maintain streets; repair potholes; keep public areas/parks safe/clean; address homelessness; maintain senior/disabled resident/youth/gang prevention programs and other general services.

Measure A (LA County)

In November 2016, 75% of Los Angeles County voters approved the Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure (Measure A). These funds are administered by the Los Angeles County Regional Parks and Open Space District (RPOSD). Funding through the Measure A grant program is generated in perpetuity through the collection of a parcel tax, with an estimated total annual funding of \$96.8 million across the County. Measure A provides the City of Lakewood formula-based annual allocations available for capital improvement project grants under the Community-based Park Investment Program and Neighborhood Parks, Healthy Communities, & Urban Greening Program. In addition to funds used for project implementation, a smaller amount of funding is available under the Maintenance and Servicing Program (Measure A M&S) to maintain certain projects in perpetuity per a grant agreement.

Measure M (LA County)

LA County voters approved Measure M with 71.15% support in 2016. The no sunset half-cent sales tax measure funds projects to ease traffic, repair local streets and sidewalks, expand public transportation, earthquake retrofit bridges and subsidize transit fares for students, seniors and people with disabilities. Measure M partially funds many Metro projects, as well as making funding available to local jurisdictions via the Metro Subregional Program (MSP); Metro Active Transportation, Transit and First/Last Mile (MAT) Program; and Local Return.

Measure R (LA County)

A two-thirds majority of LA County voters approved the Measure R half-cent sales tax in 2008 to finance new transportation projects and programs and accelerate those already in the pipeline. The Measure R Expenditure Plan devotes its funds to seven transportation categories: 35% to new rail and bus rapid transit projects; 3% to Metrolink projects; 2% to Metro Rail system improvement projects; 20% to carpool lanes, highways and other highway related improvements; 5% to rail operations; 20% to bus operations; and 15% for Local Return programs. The Measure contains an Expenditure Plan that identifies the projects to be funded and additional fund sources that will be used to complete the projects.

Measure W (LA County)

City of Lakewood CIP Budget Funding Source Definitions

The Safe, Clean Water Program generates approximately \$280 million per year from a special parcel tax of 2.5 cents per square foot of impermeable surface area on private property in the LA County Flood Control District (District). Publicly owned parcels, including schools, are exempt under state law. Property owners who have installed stormwater-capture improvements can qualify for a tax credit. Qualifying low-income seniors and non-profit organizations are eligible for exemption. The tax revenue generated is used to help LA County and local cities make much-needed localized water infrastructure investments to manage its water supply through projects that capture rainwater and re-use it onsite or allow it to infiltrate back into the ground as well as its water quality through projects that manage rainwater at or near the site where it falls and prevents it from gathering pollutants.

The Municipal Program receives 40% of the Safe, Clean Water Program Funds. The Regional Program receives 50% of the Safe, Clean Water Program Funds. The District Program receives ten percent (10%) of the funding from the Safe, Clean Water Program. There are Maintenance of Effort requirements in which, a Municipality must spend at least 70% annually of its Municipal Program funds on eligible expenses related to Projects or Programs implemented on or after November 6, 2018, and may spend up to 30% annually of these funds to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018.

Proposition A (LA County)

Approved by voters in November 1980, Proposition A is a half-cent sales tax dedicated to transportation funding and was the first of its kind to address transportation challenges in LA County. The funding supports transportation projects, improved bus service, and initiated plans for a rail system that continues to be expanded. The Proposition A expenditure plan includes three categories: 25% to Local Return Programs, 35% to rail development and 40% to discretionary.

Proposition C (LA County)

Proposition C was approved by Los Angeles County voters in November 1990, generating funding through a half-cent sales tax. Proposition C was intended to support projects and programs developed with Proposition A funds and was to provide funding to help improve and expand the rail system started with Proposition A funds. The Proposition C expenditure plan is as follows: 20% Local Return programs; 5% rail and bus security; 10% commuter rail, transit centers and park & ride; 25% transit-related highway improvements; and 40% discretionary.

Proposition 68

The Parks and Water Bond Act of 2018 provides State funding on a competitive basis for park improvements and includes an allocation of funding specific to disadvantaged communities as defined. The funding is administered by the State of California Parks Department. All funding has been allocated for this program.

City of Lakewood CIP Budget Funding Source Definitions

Road Maintenance and Rehabilitation Account (RMRA) (State)

Senate Bill (SB) 1, Chapter 5, Statutes of 2017, created the Road Maintenance and Rehabilitation Program (RMRP) to address deferred maintenance on the State Highway System and the local street and road system, and the Road Maintenance and Rehabilitation Account (RMRA) for the deposit of various funds for the program. A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Senate Bill 2 - State Planning Grants Program (SB 2) (State)

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB 2, 2017), which establishes a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. The SB2 revenue provides funding and technical assistance to local governments in California to help cities and counties prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.

STPL

State Transportation Program Local funds are Federal highway funds used to improve local roadways. These funds are administered by Caltrans as allocated by Los Angeles County Metropolitan Transportation Authority (LA Metro) on a competitive basis.

Transportation Development Act (TDA) (Federal)

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans. TDA established two funding sources; the Local Transportation Fund (LTF), and the State Transit Assistance (STA) fund. LTF- Local Transportation Fund (LTF), is derived from a ¼ cent of the general sales tax collected statewide. The State Board of Equalization, based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF. Each county then apportions the LTF funds within the county based on population. STA- The STA funds are appropriated by the legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenue, by formula, to planning agencies and other selected agencies. Statute requires that 50% of STA funds be allocated according to population and 50% be allocated according to transit operator revenues from the prior fiscal year.

APPENDIX II

Measure L Loan Amortization Schedule

MEASURE L AMORTIZATION SCHEDULE

Fiscal Years	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34	FY34/35	FY35/36	Total
Loan Payment	1	2	3	4	5	6	7	8	9	10	
Principal Payments (1/10/27 - 1/10/36)	\$ 504,345.49	\$ 944,519.31	\$ 982,300.08	\$ 1,021,592.08	\$ 1,062,455.77	\$ 1,104,954.00	\$ 1,149,152.16	\$ 1,195,118.24	\$ 1,242,922.97	\$ 1,292,639.89	\$ 10,500,000.00
Interest Payments (1/10/27 - 1/10/36)	\$ 840,000.00	\$ 399,826.18	\$ 362,045.41	\$ 322,753.40	\$ 281,889.72	\$ 239,391.49	\$ 195,193.33	\$ 149,227.24	\$ 101,422.51	\$ 51,705.60	\$ 2,943,454.89
Total Loan Payments	\$1,344,345.49	\$1,344,345.49	\$1,344,345.49	\$1,344,345.48	\$1,344,345.49	\$1,344,345.49	\$1,344,345.49	\$1,344,345.48	\$1,344,345.48	\$1,344,345.49	\$13,443,454.89

DIVIDER SHEET

Routine Items

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council**SUBJECT:** Report of Personnel Transactions

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES			
A. Appointments			
Aaron Cortez Jr.	Park Maintenance Worker	10A	10/12/2025
B. Changes			
Kelly Garnetti	Community Services Supervisor Community Services Manager	24B to 31B	09/28/2025
Romaldo B Perez	Water Utility Worker Sr. Water Utility Worker	12A to 17A	10/12/2025
Miguel Ramirez	Park Maintenance Worker Sr. Park Maintenance Worker	10A to 15A	09/28/2025
C. Separations			
Sheridan Attema	Park Maintenance Worker	10A	10/10/2025
PART-TIME EMPLOYEES			
A. Appointments			
Joshua Davidson	Maintenance Trainee I	B	09/29/2025
B. Changes			
Jesus Betancourt	Maintenance Services Aide IV Maintenance Trainee I	B to B	09/28/2025
C. Separations			
Carlos Ayala	Maintenance Trainee I	B	10/03/2025
David Kiehl	Public Safety Officer I	B	09/29/2025



Thaddeus McCormack
City Manager

D I V I D E R S H E E T

**CITY OF LAKEWOOD
FUND SUMMARY 9/18/2025**

In accordance with section 2521 of the Lakewood Municipal Code, presented herewith is a summary of obligations to be paid by the City of Lakewood. Each of the following demands has been audited by the Director of Finance and Administrative Services and approved by the City Manager.

1010	GENERAL FUND	2,001,324.66
1035	CASP CERTIFICATION & TRNG FUND	4.00
1336	STATE COPS GRANT	16,666.66
1622	LA CNTY MEASURE M	8,089.00
1624	LA CNTY MEASURE W-LOCAL	287,344.93
3001	CAPITAL IMPROV PROJECT FUND	5,750.00
3015	ROAD MAINTC & REHAB ACCT	4,089.00
3070	PROPOSITION "C"	928.85
5010	GRAPHICS AND COPY CENTER	2,191.01
5020	CENTRAL STORES	1,190.80
5030	FLEET MAINTENANCE	31,444.10
7500	WATER UTILITY FUND	61,550.39
8030	TRUST DEPOSIT	36,458.78
		<hr/>
		2,457,032.18

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
09/15/2025	RODRIGUEZ BRIAN	1,674.62
09/18/2025	4IMPRINT	1,154.48
09/18/2025	ACTUARIAL RETIREMENT CONSULTING LLC	4,800.00
09/18/2025	AMAZON CAPITAL SERVICES INC	2,663.34
09/18/2025	ROSS AVIATION INVESTMENT LLC	2,999.99
09/18/2025	BACKFLOW BROTHERS	504.00
09/18/2025	BANG DAVID ASSOCIATES INC	22,403.11
09/18/2025	CAL STATE AUTO PARTS INC	710.87
09/18/2025	CALIFORNIA MUNICIPAL STATISTICS INC	600.00
09/18/2025	LONG BEACH LINCOLN MERCURY INC	2,928.73
09/18/2025	CENTRAL BASIN MUNICIPAL WATER	5,472.00
09/18/2025	CHARGEPOINT INC	5,480.00
09/18/2025	CINTAS CORPORATION	83.77
09/18/2025	CAMERON WELDING SUPPLY	393.54
09/18/2025	DUNRITE PEST CONTROL INC	260.00
09/18/2025	EWING IRRIGATION PRODUCTS INC	517.77
09/18/2025	FONG, ALEX	100.00
09/18/2025	GALLS PARENT HOLDINGS LLC	93.16
09/18/2025	GANAHL LUMBER COMPANY	561.98
09/18/2025	GARIBALDO'S NURSERY	304.98
09/18/2025	LA GATEWAY REGION INTEGRATED RNL	287,344.93
09/18/2025	GOVERNMENT TAX SEMINARS LLC	550.00
09/18/2025	HARA M LAWNMOWER CENTER	1,493.09
09/18/2025	HAWK, TRUDY (FAHTIEM)	95.55
09/18/2025	HOME DEPOT	2,106.46
09/18/2025	JONES RICHARD D. A PROF LAW CORP	17,752.50
09/18/2025	LAKEWOOD, CITY OF	100.00
09/18/2025	LOS ANGELES CO DEPT OF HEALTH SVCS	1,243.00
09/18/2025	LOS ANGELES CO FIRE DEPT	4,230.00
09/18/2025	LOS ANGELES CO SHERIFFS DEPT	1,195,987.65
09/18/2025	LEON MANUEL	1,510.00
09/18/2025	MOORE IACOFANO GOLTSMAN INC	24,158.85
09/18/2025	NSWC MECHANICAL SERVICE LLC	3,089.00
09/18/2025	ODP BUSINESS SOLUTIONS LLC	1,159.84
09/18/2025	PHASE II SYSTEMS INC	3,016.39
09/18/2025	PAYMENTUS CORPORATION	21,104.05
09/18/2025	US BANCORP ASSET MANAGEMENT INC	3,277.68
09/18/2025	PLAYPOWER LT FARMINGTON INC	2,374.41
09/18/2025	OUADIENT LEASING USA INC	1,073.50
09/18/2025	RAHMAN, NAOMI NID	720.00
09/18/2025	DK - SANDLER BROTHERS	240.01
09/18/2025	SOUTHERN COUNTIES OIL CO	3,045.14
09/18/2025	SERVICEWEAR APPAREL INC	91.16
09/18/2025	HANKINS VIRGINIA	575.00

CITY OF LAKEWOOD SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
09/18/2025	SITEONE LANDSCAPE SUPPLY LLC	245.86
09/18/2025	SOUTHERN CALIFORNIA EDISON CO	22,623.15
09/18/2025	SOUTHERN CALIFORNIA GAS CO	4,850.27
09/18/2025	CHARTER COMMUNICATIONS HOLDINGS LLC	6,071.39
09/18/2025	SPICERS PAPER INC	2,191.01
09/18/2025	SUPERIOR COURT OF CALIFORNIA	9,118.00
09/18/2025	SUPERIOR COURT OF CALIFORNIA	12,487.50
09/18/2025	T2 SYSTEMS INC	95.00
09/18/2025	TNEMEC COMPANY INC	557.80
09/18/2025	TURF STAR	217.18
09/18/2025	UNITED RENTALS (NORTH AMERICA) INC	8,887.50
09/18/2025	VERITTIV OPERATING COMPANY	210.73
09/18/2025	WATER SYSTEM SERVICES LLC	195.00
09/18/2025	WECK ANALYTICAL ENVIRONMENTAL SERVICES	2,275.00
09/18/2025	WILLDAN ASSOCIATES	8,089.00
09/18/2025	GONZALEZ, STACEY	177.92
09/18/2025	HARTON, NICHELLE	132.00
09/18/2025	LUPISAN, JOAN	100.00
09/18/2025	NGUYEN, VINCE	250.00
09/18/2025	THACKER FAMILY ENTERPRISES INCORPORATED	287.00
09/18/2025	EUROFINS EATON ANALYTICAL LLC	3,234.00
09/18/2025	GRAINGER W W INC	91.51
09/18/2025	MANCE, MIKE J	1,640.93
09/18/2025	BUCKNAM PETER JOSEPH	4,089.00
09/18/2025	EDCO TRANSPORT SERVICES LLC	19,598.70
09/18/2025	EDCO WASTE SERVICES LLC	631,649.17
09/18/2025	FONTELA, THAO	4,038.45
09/18/2025	HELI-MOBILE SERVICES INC	20,736.27
09/18/2025	ALVAREZ DESI	5,750.00
09/18/2025	MERRIMAC PETROLEUM INC	18,339.82
09/18/2025	MIDAMERICA ADMIN & RETIREMENT	25,887.15
09/18/2025	O'REILLY AUTOMOTIVE STORES INC	393.49
09/18/2025	DY-JO CORPORATION	1,580.00
09/18/2025	S & J SUPPLY CO	3,498.60
09/18/2025	SO CALIF SECURITY CENTERS INC	65.69
09/18/2025	TETRA TECH INC	3,670.00
09/18/2025	THE TECHNOLOGY DEPOT	314.56
09/18/2025	UNDERGROUND SERVICE ALERT	204.00
09/18/2025	HD SUPPLY INC	1,665.82
09/18/2025	WATERLINE TECHNOLOGIES INC	1,479.16
Total:		2,457,032.18

**CITY OF LAKEWOOD
FUND SUMMARY 9/25/2025**

In accordance with section 2521 of the Lakewood Municipal Code, presented herewith is a summary of obligations to be paid by the City of Lakewood. Each of the following demands has been audited by the Director of Finance and Administrative Services and approved by the City Manager.

1010	GENERAL FUND	463,687.97
1015	SPECIAL OLYMPICS	12.50
1030	CDBG CURRENT YEAR	1,666.66
1622	LA CNTY MEASURE M	2,900.00
1640	BEV CONTAINER REC GRANT	1,978.20
3015	ROAD MAINTC & REHAB ACCT	77,165.50
3070	PROPOSITION "C"	357.75
4605	CIP PROP A	41,233.10
5010	GRAPHICS AND COPY CENTER	2,038.03
5020	CENTRAL STORES	3,479.54
5030	FLEET MAINTENANCE	20,802.35
7500	WATER UTILITY FUND	410,890.10
8030	TRUST DEPOSIT	100.00
		<hr/>
		1,026,311.70

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

CITY OF LAKEWOOD

SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
09/25/2025	4IMPRINT	2,187.48
09/25/2025	PERRIS FENCE & SUPPLY	13,027.58
09/25/2025	ADVANTAGE MAILING LLC	16,294.56
09/25/2025	AMAZON CAPITAL SERVICES INC	1,057.17
09/25/2025	AQUATIC DESIGN GROUP	500.00
09/25/2025	ARDURRA GROUP INC	22,619.80
09/25/2025	B & H FOTO & ELECTRONICS CORP	1,538.17
09/25/2025	BACKFLOW APPARATUS & VALUE COMPANY	1,681.81
09/25/2025	TWO SHELLS ENTERPRISES INC	195.00
09/25/2025	CAL STATE AUTO PARTS INC	272.42
09/25/2025	CALIF MUNICIPAL REVENUE &	150.00
09/25/2025	CALIF. STATE DISBURSEMENT UNIT	543.78
09/25/2025	CALIF STATE FRANCHISE TAX BOARD	143.05
09/25/2025	CALIFORNIA STATE DEPT OF JUSTICE	160.00
09/25/2025	LONG BEACH LINCOLN MERCURY INC	104.93
09/25/2025	CENTRAL BASIN MUNICIPAL WATER	1,909.44
09/25/2025	CERRITOS, CITY OF	46,218.35
09/25/2025	CINTAS CORPORATION	72.23
09/25/2025	CINTAS CORPORATION	179.24
09/25/2025	CITY OF GLENDALE	2,400.00
09/25/2025	COLOR CARD ADMINISTRATOR CORP	37.54
09/25/2025	CORELOGIC INC	46.75
09/25/2025	CORODATA SHREDDING INC	41.95
09/25/2025	DATA TICKET INC	200.00
09/25/2025	DEARK E&C INC	9,021.18
09/25/2025	DICKSON R F CO INC	2,890.44
09/25/2025	DURHAM SCHOOL SERVICES LP	2,182.59
09/25/2025	EWING IRRIGATION PRODUCTS INC	414.61
09/25/2025	FABRIC WALLCRAFT OF CALIFORNIA INC	1,691.00
09/25/2025	GALLS PARENT HOLDINGS LLC	251.01
09/25/2025	GOLDEN STATE WATER COMPANY	27,818.37
09/25/2025	HACH COMPANY	2,931.57
09/25/2025	HARA M LAWNMOWER CENTER	44.20
09/25/2025	HIRSCH CLOSSON	2,145.00
09/25/2025	HOME DEPOT	1,460.01
09/25/2025	HUMAN SERVICES ASSOCIATION	1,000.00
09/25/2025	KENNEDY JENKS CONSULTANTS INC	1,182.50
09/25/2025	LAKEWOOD, CITY OF	100.00
09/25/2025	LANDSCAPE FORMS INC	41,233.10
09/25/2025	LOS ANGELES CO FIRE DEPT	4,265.00
09/25/2025	LOS ANGELES CO SHERIFFS DEPT	86,317.95
09/25/2025	LA COUNTY DEPT OF PUBLIC WORKS	76,915.00
09/25/2025	LA COUNTY DEPT OF PUBLIC WORKS	74,213.33
09/25/2025	MAINTEX INC	1,095.72

CITY OF LAKEWOOD

SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
09/25/2025	LEON MANUEL	795.00
09/25/2025	MATHESON TRI-GAS INC	163.11
09/25/2025	ORKIN SERVICES OF CALIFORNIA INC	112.50
09/25/2025	SR BRAY LLC	125.00
09/25/2025	LONG BEACH PUBLISHING CO	1,152.64
09/25/2025	SECTRA SECURITY INC	237.18
09/25/2025	SITEONE LANDSCAPE SUPPLY LLC	394.84
09/25/2025	SNAP-ON INDUSTRIAL	674.60
09/25/2025	SOUTH COAST AOMD	857.57
09/25/2025	SOUTHERN CALIFORNIA EDISON CO	82,892.38
09/25/2025	SOUTHERN CALIFORNIA GAS CO	141.95
09/25/2025	SPICERS PAPER INC	451.29
09/25/2025	MANCE, MIKE J	88.70
09/25/2025	TURF STAR	7,005.32
09/25/2025	U S BANK NATIONAL ASSOCIATION	43,698.59
09/25/2025	GOMEZ GROWERS INC	143.65
09/25/2025	WAXIE ENTERPRISES INC	998.45
09/25/2025	WECK ANALYTICAL ENVIRONMENTAL SERVICES	1,800.00
09/25/2025	WESTERN EXTERMINATOR CO	84.80
09/25/2025	WILLDAN ASSOCIATES	799.50
09/25/2025	BHATIA, SAILESH	81.54
09/25/2025	BOYAR 2 LLC	415.44
09/25/2025	CARRILLO, PAUL	250.00
09/25/2025	GUERRERO ROOFING CORP	438.57
09/25/2025	GUZMAN, CARLOS & JENNIFER	458.78
09/25/2025	HARTON, NICHELLE	58.00
09/25/2025	KE, ANN	805.00
09/25/2025	KIAMCO, MARIA G	1,050.20
09/25/2025	LUIS & MARI, MARIA RODRIGUEZ	169.62
09/25/2025	ORDONEZ, VICTOR & BRAVO, NANCY	126.06
09/25/2025	UNG, MUY	140.88
09/25/2025	WISEMAN, DOLORES	250.00
09/25/2025	WRIGHT, NANCY	250.00
09/25/2025	PATHWAYS VOLUNTEER HOSPICE	666.66
09/25/2025	SOUTHERN CALIF PRECISION CONCRETE	77,165.50
09/25/2025	S & J SUPPLY CO	764.05
09/25/2025	SIGNAL HILL AUTO ENTERPRISES INC	331.50
09/25/2025	SO CALIF SECURITY CENTERS INC	117.13
09/25/2025	U S BANK PARS ACCT #6746022500	7,614.04
09/25/2025	WILLIAMS TORRE	1,671.75
09/25/2025	VOYA	59,628.66
09/25/2025	WATER REPLENISHMENT DISTRICT OF	254,033.92
09/25/2025	WATERLINE TECHNOLOGIES INC	3,372.85
09/25/2025	WESTERN WATER WORKS SUPPLY CO	518.75

**CITY OF LAKEWOOD
SUMMARY CHECK/EFT REGISTER**

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
09/25/2025	ADVANCED AVANT GARDE INC	1,600.00
09/25/2025	BROWN, BONNIE	301.60
09/25/2025	EDCO TRANSPORT SERVICES LLC	11,189.20
09/25/2025	EUROFINS EATON ANALYTICAL LLC	57.50
09/25/2025	GLASBY MAINTENANCE SUPPLY CO	318.41
09/25/2025	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,600.00
09/25/2025	MARKLEY, ELIZABETH	139.30
09/25/2025	MERRIMAC PETROLEUM INC	3,182.56
09/25/2025	MIDAMERICA ADMIN & RETIREMENT	3,914.46
09/25/2025	O'REILLY AUTOMOTIVE STORES INC	468.87
09/25/2025	DY-JO CORPORATION	790.00
	Total:	1,026,311.70

CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER SEPTEMBER 2025

ACH date	Amount	Recipient	Purpose	Period
9/3/25	\$752,992.86	Various Bank Accounts	Employee Payroll	Aug 17-30, 2025
9/3/25	\$130,523.81	IRS via F&M Bank	Payroll - Federal Taxes	Aug 17-30, 2025
9/3/25	\$143,424.49	CalPERS	Employee Medical Premiums	September 2025
9/4/25	\$37,386.50	EDD	Payroll - State Taxes	Aug 17-30, 2025
9/16/25	\$146,529.17	CalPERS	Payroll - Retirement Plan	Aug 17-30, 2025
9/17/25	\$727,256.43	Various Bank Accounts	Employee Payroll	Aug 31-Sep 13, 2025
9/17/25	\$128,471.27	IRS via F&M Bank	Payroll - Federal Taxes	Aug 31-Sep 13, 2025
9/18/25	\$37,059.50	EDD	Payroll - State Taxes	Aug 31-Sep 13, 2025
9/26/25	\$145,532.19	CalPERS	Payroll - Retirement Plan	Aug 31-Sep 13, 2025
9/25/25	\$3,000,000.00	CAMP	City Investment Deposit	September 2025

RECIPIENT DESCRIPTION	
CalPERS:	CA Public Employee Retirement System
CAMP:	CA Asset Management Program
EDD:	State of CA Employee Development Department
IRS:	Internal Revenue Service

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 10/2/2025**

In accordance with section 2521 of the Lakewood Municipal Code, presented herewith is a summary of obligations to be paid by the City of Lakewood. Each of the following demands has been audited by the Director of Finance and Administrative Services and approved by the City Manager.

1010	GENERAL FUND	403,183.34
1500	MISC-SPECIAL REVENUE FUND	3,993.37
1621	LA CNTY MEASURE R	182,203.24
4602	CIP COUNTY MEASURE M	484.00
4606	CIP COUNTY PROP C	976,363.41
5020	CENTRAL STORES	5,373.53
5030	FLEET MAINTENANCE	8,021.38
7500	WATER UTILITY FUND	32,606.73
8030	TRUST DEPOSIT	3,624.00
		<hr/>
		1,615,853.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
10/02/2025	MARK, ADAM	1,819.13
10/02/2025	ABRUSCATO, DIANA	429.00
10/02/2025	ACTUARIAL RETIREMENT CONSULTING LLC	3,750.00
10/02/2025	ADVANTAGE MAILING LLC	3,406.33
10/02/2025	ALESHIRE & WYNDER LLP	4,472.39
10/02/2025	ALLIANT INSURANCE SERVICES	395.00
10/02/2025	AMAZON CAPITAL SERVICES INC	275.79
10/02/2025	AMERICAN INTERNATIONAL GROUP INC	328.45
10/02/2025	B.R. BREWER SIGN & GRAPHICS	275.00
10/02/2025	BACKFLOW APPARATUS & VALUE COMPANY	248.63
10/02/2025	BEGINNERS EDGE SPORTS TRAINING LLC	3,299.40
10/02/2025	BIOMETRICS4ALL INC	22.50
10/02/2025	BLUETRITON BRANDS INC	232.63
10/02/2025	BRENNTAG PACIFIC INC	2,790.57
10/02/2025	CAL STATE AUTO PARTS INC	347.34
10/02/2025	CALIF. STATE DISBURSEMENT UNIT	408.44
10/02/2025	CALIF STATE FRANCHISE TAX BOARD	752.58
10/02/2025	CINTAS CORPORATION	30.00
10/02/2025	CINTAS CORPORATION	83.77
10/02/2025	CINTAS CORPORATION	179.24
10/02/2025	DELTA DENTAL INSURANCE COMPANY	836.80
10/02/2025	DELTA DENTAL OF CALIFORNIA	8,765.87
10/02/2025	DIRECTV INC	40.00
10/02/2025	LOPEZ ARTURO GOMEZ	460.00
10/02/2025	EWING IRRIGATION PRODUCTS INC	6.37
10/02/2025	GOVERNANCE SCIENCES GROUP INC	9,900.00
10/02/2025	FLEMMING, CAROL COSTUME DESIGN	1,872.50
10/02/2025	FLUE STEAM INC	235.00
10/02/2025	GANAHL LUMBER COMPANY	10,692.08
10/02/2025	GOVERNMENT FINANCE OFFICERS ASSOC	1,000.00
10/02/2025	HARA M LAWNMOWER CENTER	313.12
10/02/2025	HARDY AND HARPER INC	976,363.41
10/02/2025	HASS, BARBARA	1,462.50
10/02/2025	HOME DEPOT	2,988.39
10/02/2025	HUGHES NETWORK SYSTEMS LLC	79.99
10/02/2025	INTEGRA CLEAR CO	1,528.90
10/02/2025	JJS PALOMO'S STEEL INC	1,266.50
10/02/2025	TED JONES FORD INC	108,306.92
10/02/2025	LAKEWOOD ROTARY CLUB	29.00
10/02/2025	LAKEWOOD ROTARY CLUB	167.00
10/02/2025	LAKEWOOD, CITY OF	200.00
10/02/2025	LONG BEACH, CITY OF	1,758.99
10/02/2025	LOS ANGELES CO FIRE DEPT	833.00
10/02/2025	LOS ANGELES CO SHERIFFS DEPT	46,045.20

CITY OF LAKEWOOD

SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
10/02/2025	LA COUNTY DEPT OF PUBLIC WORKS	6,424.36
10/02/2025	MAINTEX INC	309.19
10/02/2025	LEON MANUEL	480.00
10/02/2025	MATHESON TRI-GAS INC	272.38
10/02/2025	MC ENROE, BARBARA	380.25
10/02/2025	MITCHELL REPAIR INFORMATION CO LLC	3,060.00
10/02/2025	MUNIOUIP LLC	3,315.00
10/02/2025	ODP BUSINESS SOLUTIONS LLC	942.36
10/02/2025	US BANCORP ASSET MANAGEMENT INC	3,278.90
10/02/2025	REGIONAL GOVERNMENT SERVICES AUTHORITY	19,014.90
10/02/2025	THE MAHER CORPORATION	4,350.00
10/02/2025	SALCEDA LUIS	380.00
10/02/2025	SOUTHERN CALIFORNIA EDISON CO	26,117.85
10/02/2025	STANDARD INSURANCE CO UNIT 22	2,029.90
10/02/2025	STANDARD INSURANCE CO UNIT 22	11,867.74
10/02/2025	STATE WATER RESOURCES CONTROL BOARD	60.00
10/02/2025	ARIZONA MACHINERY LLC	1,932.21
10/02/2025	SYKAHUA TEMUJIN	536.90
10/02/2025	T-MOBILE USA INC	470.20
10/02/2025	TGIS CATERING SVCS INC	1,597.00
10/02/2025	THE YOUNG MUSIC COMPANY INC	500.00
10/02/2025	TRANSAMERICA LIFE INSURANCE COMPANY	1,038.19
10/02/2025	TRB AND ASSOCIATES INC	13,712.50
10/02/2025	TURF STAR	591.94
10/02/2025	U S POSTAL SERVICE	8,100.00
10/02/2025	CELLCO PARTNERSHIP	1,952.00
10/02/2025	VISION SERVICE PLAN	4,495.26
10/02/2025	WATANABE, BRYCE	1,184.30
10/02/2025	WAXIE ENTERPRISES INC	2,978.84
10/02/2025	WESTERN EXTERMINATOR CO	917.06
10/02/2025	WILLDAN ASSOCIATES	484.00
10/02/2025	YOUNG CHAMPIONS RECREATION PROGRAMS INC	783.90
10/02/2025	BLAKELY, JUANITA	100.00
10/02/2025	MARSH, LAURA	250.00
10/02/2025	MICHELLE ANNE MATI PERE	250.00
10/02/2025	MOTLAGH, MELISSA	90.43
10/02/2025	PAJARES, GABY	150.00
10/02/2025	CAMERON WELDING SUPPLY	433.91
10/02/2025	WAMBA, DIANE B	320.45
10/02/2025	WATERLINE TECHNOLOGIES INC	9,106.02
10/02/2025	WESTERN WATER WORKS SUPPLY CO	14,872.02
10/02/2025	WILBER, BILL	71.00
10/02/2025	WILLIAMS, MICHELLE	322.00
10/02/2025	WYNN, LAKYN	312.00

CITY OF LAKEWOOD SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
10/02/2025	SHAKER NERMINE	1,925.00
10/02/2025	BIG STUDIO INC	1,453.63
10/02/2025	CHRISTIAN JAMES	162.50
10/02/2025	CJ CONCRETE CONSTRUCTION INC	182,203.24
10/02/2025	D&J INTERNATIONAL INC	798.36
10/02/2025	EUROFINS EATON ANALYTICAL LLC	308.00
10/02/2025	GONSALVES JOE A & SON	4,752.00
10/02/2025	MAGIC JUMP RENTALS INC	1,770.00
10/02/2025	MNS ENGINEERS INC	51,285.65
10/02/2025	MOSES-CALDERA, ISABEL	1,209.00
10/02/2025	DY-JO CORPORATION	1,360.00
10/02/2025	RAYVERN LIGHTING SUPPLY CO INC	606.40
10/02/2025	SIEGEL, THEODORE	150.00
10/02/2025	SIGNAL HILL AUTO ENTERPRISES INC	331.50
10/02/2025	SO CALIF SECURITY CENTERS INC	5.53
10/02/2025	TUMBLE-N-KIDS INC	16,347.50
10/02/2025	UNIVERSITY TROPHIES & AWARDS INC	2,652.00
	Total:	1,615,853.00

DIVIDER SHEET

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: AB 1234 Meeting Report

INTRODUCTION

Assembly Bill 1234 became effective January 1, 2006. The legislation requires members of a legislative body to provide brief reports on the meetings they attended at the expense of the local agency at the next regular meeting of the legislative body.

STATEMENT OF FACT

- Council Member Steve Croft attended the annual California Joint Powers Insurance Authority Risk Management Forum from October 1 - 3, 2025. He attended sessions on legal liability, workers' compensation, employment law, public safety, and governance, among other sessions.

RECOMMENDATION

That the City Council receive and file this report.

Paolo Beltran *PB*
Deputy City Manager


Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council**SUBJECT:** Monthly Report of Investment Transactions – September 2025**INTRODUCTION**

In accordance with California Government Code Section 53607, the City Council has delegated to the City Treasurer the responsibility to invest or to reinvest funds, or to sell or exchange securities so purchased. The California Government Code Section 53607 requires that, if such responsibility has been delegated, then the Treasurer “shall make a monthly report of those transactions to the legislative body.” In compliance with this requirement, the Monthly Report of Investment Transactions is being rendered to be received and filed.

STATEMENT OF MONTHLY ACTIVITY

Date	Amount at Cost	Investment	Transaction	Rate*
01-Sep-25	\$ 1,875.00	CORP	INTEREST	2.500%
01-Sep-25	8,104.24	CORP	INTEREST	4.700%
01-Sep-25	205,555.88	CAMP POOL	INTEREST	4.360%
02-Sep-25	1,109.53	MMF	INTEREST	3.450%
03-Sep-25	6,825.00	CORP	INTEREST	4.550%
04-Sep-25	1,211,406.93	TREAS	PURCHASE	3.875%
04-Sep-25	213,401.04	TREAS	SELL	0.750%
04-Sep-25	97,277.09	TREAS	SELL	1.250%
04-Sep-25	534,984.30	TREAS	SELL	0.875%
15-Sep-25	982.19	ABS	INTEREST	5.530%
15-Sep-25	1,320.08	ABS	INTEREST	4.340%
15-Sep-25	108.37	ABS	INTEREST	3.660%
15-Sep-25	396.73	ABS	INTEREST	5.230%
15-Sep-25	1,311.50	ABS	INTEREST	5.160%
15-Sep-25	1,122.50	ABS	INTEREST	4.490%
15-Sep-25	293.96	ABS	INTEREST	4.150%
15-Sep-25	155.15	ABS	INTEREST	4.510%
15-Sep-25	1,284.17	ABS	INTEREST	4.600%
15-Sep-25	272.39	ABS	INTEREST	5.480%
15-Sep-25	3,506.25	TREAS	INTEREST	4.250%
15-Sep-25	596.75	ABS	INTEREST	4.340%

Monthly Investment Transactions

October 14, 2025

Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
15-Sep-25	\$ 638.32	ABS	INTEREST	5.900%
15-Sep-25	1,605.50	ABS	INTEREST	4.940%
15-Sep-25	860.00	ABS	INTEREST	4.300%
15-Sep-25	786.25	ABS	INTEREST	5.100%
15-Sep-25	1,149.58	ABS	INTEREST	4.450%
15-Sep-25	474.13	ABS	INTEREST	5.460%
15-Sep-25	1,034.33	ABS	INTEREST	4.280%
15-Sep-25	1,422.37	ABS	INTEREST	5.690%
15-Sep-25	1,372.88	ABS	INTEREST	5.230%
15-Sep-25	212.95	ABS	INTEREST	3.970%
15-Sep-25	682.42	ABS	INTEREST	4.310%
15-Sep-25	222.28	ABS	INTEREST	4.650%
15-Sep-25	14,424.70	ABS	PAYDOWNS	5.530%
15-Sep-25	7,682.19	ABS	PAYDOWNS	5.460%
15-Sep-25	11,147.14	ABS	PAYDOWNS	3.970%
15-Sep-25	4,890.17	ABS	PAYDOWNS	5.480%
15-Sep-25	17,103.75	ABS	PAYDOWNS	5.900%
15-Sep-25	5,004.58	ABS	PAYDOWNS	4.650%
15-Sep-25	21,336.70	ABS	PAYDOWNS	5.690%
15-Sep-25	6,509.90	ABS	PAYDOWNS	5.230%
15-Sep-25	4,071.27	ABS	PAYDOWNS	4.510%
15-Sep-25	5,057.42	ABS	PAYDOWNS	3.660%
16-Sep-25	254,951.65	ABS	PURCHASE	3.820%
16-Sep-25	282.51	ABS	INTEREST	5.450%
16-Sep-25	249.67	ABS	INTEREST	4.280%
16-Sep-25	4,557.72	ABS	PAYDOWNS	5.450%
16-Sep-25	73,143.83	TREAS	SELL	1.250%
16-Sep-25	48,762.55	TREAS	SELL	1.250%
17-Sep-25	3,200,000.00	CAMP POOL	SELL	4.360%
18-Sep-25	16,210.56	CD	INTEREST	5.610%
18-Sep-25	18.70	ABS	INTEREST	3.730%
18-Sep-25	2,551.86	ABS	PAYDOWNS	3.730%
20-Sep-25	1,183.87	ABS	INTEREST	4.510%
20-Sep-25	956.25	ABS	INTEREST	4.500%
22-Sep-25	5,681.25	CORP	INTEREST	5.050%
25-Sep-25	1,472.50	FNMA	INTEREST	4.650%
25-Sep-25	1,192.62	FNMA	INTEREST	4.777%

Monthly Investment Transactions
October 14, 2025
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Date	Amount at Cost	Investment	Transaction	Rate*
25-Sep-25	\$ 1,171.92	FNMA	INTEREST	3.430%
25-Sep-25	1,131.67	FNMA	INTEREST	4.850%
25-Sep-25	564.26	FNMA	INTEREST	3.303%
25-Sep-25	791.67	FNMA	INTEREST	5.000%
25-Sep-25	1,250.38	FNMA	INTEREST	4.190%
25-Sep-25	1,094.51	FNMA	INTEREST	3.243%
25-Sep-25	591.38	FNMA	INTEREST	5.069%
25-Sep-25	1,524.00	FNMA	INTEREST	4.572%
25-Sep-25	958.20	FNMA	INTEREST	4.791%
25-Sep-25	1,258.67	FNMA	INTEREST	4.720%
25-Sep-25	1,362.90	FNMA	INTEREST	4.543%
25-Sep-25	1,093.91	FNMA	INTEREST	4.377%
25-Sep-25	1,520.00	FNMA	INTEREST	4.800%
25-Sep-25	1,505.94	FNMA	INTEREST	4.819%
25-Sep-25	1,053.16	FNMA	INTEREST	3.002%
25-Sep-25	850.50	FNMA	INTEREST	4.860%
25-Sep-25	1,521.09	FNMA	INTEREST	4.803%
25-Sep-25	1,501.00	FNMA	INTEREST	4.740%
25-Sep-25	1,502.67	FNMA	INTEREST	4.508%
25-Sep-25	1,074.67	FNMA	INTEREST	3.224%
25-Sep-25	188.15	ABS	INTEREST	5.470%
25-Sep-25	523.83	ABS	INTEREST	4.490%
25-Sep-25	22,332.48	FNMA	PAYDOWNS	4.377%
25-Sep-25	561.89	FNMA	PAYDOWNS	3.002%
25-Sep-25	33.77	FNMA	PAYDOWNS	4.190%
25-Sep-25	314.07	FNMA	PAYDOWNS	4.777%
25-Sep-25	36.94	FNMA	PAYDOWNS	4.803%
25-Sep-25	3,647.01	ABS	PAYDOWNS	5.470%
25-Sep-25	3,000,000.00	CAMP POOL	PURCHASE	4.360%
26-Sep-25	5,197,457.53	CAMP TERM	SELL	4.360%
26-Sep-25	5,197,457.53	CAMP POOL	PURCHASE	4.360%
27-Sep-25	1,306.25	CORP	INTEREST	2.750%
30-Sep-25	1,840.63	TREAS	INTEREST	3.875%
30-Sep-25	1,920.00	CORP	INTEREST	4.800%
30-Sep-25	7,500.00	TREAS	INTEREST	1.250%

* Rates shown for MMF, LAIF, and CAMP are distribution yields. All others are coupon rates.

INVESTMENT GLOSSARY

ABS (Asset-Backed Securities)

A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.

AGENCY (U.S. Government Agency Issues)

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no portfolio percentage limits for U. S. Government Agency issues.

BOND (Municipal Bonds or Note)

Registered treasury notes or bonds issued by states or municipalities, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.

CAMP (California Asset Management Program) Pool and Term

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide an investment tool at a reasonable cost. Participation is limited to California public agencies. The Pool option offers daily liquidity with a variable rate of return. In recent years the Term option was added offering an investment tool for a fixed period (up to one year) and a fixed rate of return.

CD (Certificate of Deposit)

Negotiable CDs are issued by large banks and are freely traded in secondary markets as short term (2 to 52 weeks), large denomination (\$100,000 minimum) CDs, that are either issued at a discount on its par value, or at a fixed interest rate payable at maturity.

COM (Commercial Paper)

Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization.

CORP (Corporate Notes)

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States, or any state and operating within the United States.

FNMA (Federal National Mortgage Association)

A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.

LAIF (Local Agency Investment Fund, State of California)

The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.

MMF (Money Market Fund)

This is a money market interest-bearing checking account that is fully insured and collateralized.

SUPRA (Supra-National Agency Bonds or Notes)

Supranational bonds and notes are debt of international or multi-lateral financial agencies. The debt is used to finance economic/infrastructure development, environmental protection, poverty reduction and renewable energy around the globe, rated AAA, highly liquid and issued in a range of maturities.

TREAS (U.S. Treasury Notes)

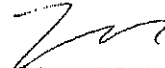
A Treasury obligation of the U.S. Government to provide for the cash flow needs of the Federal Government.

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of September 2025.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

D I V I D E R S H E E T

RESOLUTION NO. 2025-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING RESOLUTION NO. 2024-25 PERTAINING TO EMPLOYEE BENEFITS AND THE CLASSIFICATION AND COMPENSATION OF CITY OFFICERS AND EMPLOYEES, AND ESTABLISHING EMPLOYEE BENEFITS, DEFINING THE CONDITIONS AND HOURS OF EMPLOYMENT, AND ADOPTING A CLASSIFICATION AND COMPENSATION PLAN FOR CITY OFFICERS AND EMPLOYEES

WHEREAS, the Lakewood City Council heretofore adopted Resolution No. 2024-25 pertaining to Employee Benefits and the Classification and Compensation of City Officers and Employees; and

WHEREAS, Resolution 2024-25 approved a Memorandum of Understanding entered into between the Lakewood City Employees Association and the City Council's representatives effective for the period July 1, 2024 through June 30, 2027; and

WHEREAS, pursuant to the terms and provisions of the Meyers-Miliias-Brown Act and Resolution 74-82, the City Council through its authorized representatives have met at reasonable times and places with the recognized employee organization for the purpose of conferring regarding matters within scope of representation, including wages, hours and other terms and conditions of employment; and

WHEREAS, said meetings have been conducted and said parties have conferred in good faith and an agreement has been reached; and

WHEREAS, the representatives of the City Council have made and entered into a memorandum of understanding with the Lakewood City Employees Association, and have recommended the same be approved by the City Council; and

WHEREAS, said agreement amends the terms of the Memorandum of Understanding approved in Resolution 2024-25 and is applicable fiscal years 2024-2025, 2025-2026, and 2026-2027 commencing July 1, 2024 except as hereinafter stated otherwise, to the members of said organization; and

WHEREAS, representatives of said employee organization have requested that the City Council approve said memorandum of understanding as a binding contract of the city and said employee organization, and as such the same would amend the aforementioned resolution; and

WHEREAS, on August 19, 2011, the California Public Employees Retirement System adopted Title 2 of the California Code of Regulations, Section 570.5 to further define those items of compensation which will be included in a member's compensation for purposes of determining the member's retirement allowance and to clarify existing law which limited pay rates to amounts set forth on a publicly available rate schedule; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood as follows:

SECTION 1. The current Memorandum of Understanding is amended as specified in Exhibit "A" attached and hereby affirmed.

SECTION 2. The Agreement, as specified in Attachment "A" attached, is hereby affirmed.

ADOPTED AND APPROVED THIS 14TH DAY OF OCTOBER, 2025.

Mayor

ATTEST:

City Clerk

ARTICLE 10. WORK HOURS AND HOLIDAYS

Section 1. Holiday schedules shall be as listed below for employees working the standard 9/80 alternative work schedule, the 9/80 opposite Friday-off schedule or the standard 5/40 work schedule. Holiday schedules for employees who work a schedule other than those mentioned above will be determined by the City Manager and assigned in accordance with Section 3 below.

Standard 9/80 Schedule	FY 2024-2025	FY 2025-2026	FY 2026-2027
Independence Day	Thursday, 7/04/2024	Monday, 7/07/2025	Monday, 7/06/2026
Labor Day	Monday, 9/02/2024	Monday, 9/01/2025	Monday, 9/07/2026
Veterans Day	Monday, 11/11/2024	Friday, 12/26/2025	Wednesday, 11/11/2026
Thanksgiving Day	Thursday, 11/28/2024	Thursday, 11/27/2025	Thursday, 11/26/2026
Day after Thanksgiving	Friday, 11/29/2024	Friday, 11/28/2025	Friday, 11/27/2026
Christmas Eve Day	Tuesday, 12/24/2024	Wednesday, 12/24/2025	Thursday, 12/24/2026
Christmas Day	Wednesday, 12/25/2024	Thursday, 12/25/2025	Friday, 12/25/2026
New Year's Day	Wednesday, 1/01/2025	Thursday, 1/01/2026	Monday, 1/04/2027
Martin L. King Day	Monday, 1/20/2025	Monday, 1/19/2026	Monday, 1/18/2027
President's Day	Monday, 2/17/2025	Monday, 2/16/2026	Monday, 2/15/2027
Cesar Chavez Day	Monday, 3/31/2025	Tuesday, 3/31/2026	Wednesday, 3/31/2027
Memorial Day	Monday, 5/26/2025	Monday, 5/25/2026	Monday, 5/31/2027
Juneteenth	Thursday, 6/19/2025	Monday, 6/22/2026	Monday, 6/21/2027

Alternate 9/80 Schedule	FY 2024-2025	FY 2025-2026	FY 2026-2027
Independence Day	Thursday, 7/04/2024	Friday, 7/04/2025	Monday, 7/06/2026
Labor Day	Monday, 9/02/2024	Monday, 9/01/2025	Monday, 9/07/2026
Veterans Day	Monday, 11/11/2024	Tuesday, 12/23/25	Wednesday, 11/11/2026
Thanksgiving Day	Thursday, 11/28/2024	Thursday, 11/27/2025	Thursday, 11/26/2026
Day after Thanksgiving	Monday, 12/02/2024	Monday, 12/01/2025	Monday, 11/30/2026
Christmas Eve Day	Tuesday, 12/25/2024	Wednesday, 12/24/2025	Thursday, 12/24/2026
Christmas Day	Wednesday, 12/25/2024	Thursday, 12/25/2025	Monday, 12/28/2026
New Year's Day	Wednesday, 1/01/2025	Thursday, 1/01/2026	Friday, 1/01/2027
Martin L. King Day	Monday, 1/20/2025	Monday, 1/19/2026	Monday, 1/18/2027
President's Day	Monday, 2/17/2025	Monday, 2/16/2026	Monday, 2/15/2027
Cesar Chavez Day	Monday, 3/31/2025	Tuesday, 3/31/2026	Wednesday, 3/31/2027
Memorial Day	Monday, 5/26/2025	Monday, 5/25/2026	Monday, 5/31/2027
Juneteenth	Thursday, 6/19/2025	Friday, 6/19/2026	Monday, 6/21/2027

Regular 5/40 Schedule	FY 2024-2025	FY 2025-2026	FY 2026-2027
Independence Day	Thursday, 7/04/2024	Friday, 7/04/2025	Monday, 7/06/2026
Labor Day	Monday, 9/02/2024	Monday, 9/01/2025	Monday, 9/07/2026
Veterans Day	Monday, 11/11/2024	Friday, 12/26/25	Wednesday, 11/11/2026
Thanksgiving Day	Thursday, 11/28/2024	Thursday, 11/27/2025	Thursday, 11/26/2026
Day after Thanksgiving	Friday, 11/29/2024	Friday, 11/28/2025	Friday, 11/27/2026
Christmas Eve Day	Tuesday, 12/24/2024	Wednesday, 12/24/2025	Thursday, 12/24/2026
Christmas Day	Wednesday, 12/25/2024	Thursday, 12/25/2025	Friday, 12/25/2026
New Year's Day	Wednesday, 1/01/2025	Thursday, 1/01/2026	Friday, 1/01/2027
Martin L. King Day	Monday, 1/20/2025	Monday, 1/19/2026	Monday, 1/18/2027
President's Day	Monday, 2/17/2025	Monday, 2/16/2026	Monday, 2/15/2027
Cesar Chavez Day	Monday, 3/31/2025	Tuesday, 3/31/2026	Wednesday, 3/31/2027
Memorial Day	Monday, 5/26/2025	Monday, 5/25/2026	Monday, 5/31/2027
Juneteenth	Thursday, 6/19/2025	Friday, 6/19/2026	Monday, 6/21/2027

Section 2. In order to be eligible to receive holiday pay, an employee must have worked or be on paid leave of absence on the employee's regularly scheduled day before and regularly scheduled day after the holiday. Should an employee fail to work the employee's regularly scheduled day before and after the holiday, or is not on paid leave of absence on either of those days, the employee shall not be entitled to holiday pay.

Section 3. Where an employee's regular day off falls on a paid holiday, the employee shall receive the equivalent day off (not to exceed 9 hours) on the preceding or succeeding regularly scheduled workday.

AGREEMENT

This Agreement is entered into by and between the City of Lakewood (City) and the Lakewood City Employees' Association (LCEA) in light of the following:

A. Pursuant to Article 43 of the Memorandum of Understanding (MOU) now in effect between the City and LCEA, the parties have met and conferred during the current fiscal year on exchange dates for the Veterans Day Holiday.

B. The parties acknowledge that they have now fully discharged their obligations to one another on the aforementioned item for the current fiscal year pursuant to MOU Article 43.

C. The parties have reached the following agreement, and acknowledge that they have fully discharged their obligations to each other pursuant to the Meyers-Milias-Brown Act, Government Code section 3500, et seq., for the current fiscal year.

Based upon the foregoing, the parties agree as follows:

1. Article 10, entitled "Work Hours and Holidays" is amended to read as follows:

Section 1. Holiday schedules shall be as listed below for employees working the standard 9/80 alternative work schedule, the 9/80 opposite Friday-off schedule or the standard 5/40 work schedule. Holiday schedules for employees who work a schedule other than those mentioned above will be determined by the City Manager and assigned in accordance with Section 3 below.

Standard 9/80 Schedule	FY 2024-2025	FY 2025-2026	FY 2026-2027
Independence Day	Thursday, 7/04/2024	Monday, 7/07/2025	Monday, 7/06/2026
Labor Day	Monday, 9/02/2024	Monday, 9/01/2025	Monday, 9/07/2026
Veterans Day	Monday, 11/11/2024	Friday, 12/26/2025	Wednesday, 11/11/2026
Thanksgiving Day	Thursday, 11/28/2024	Thursday, 11/27/2025	Thursday, 11/26/2026
Day after Thanksgiving	Friday, 11/29/2024	Friday, 11/28/2025	Friday, 11/27/2026
Christmas Eve Day	Tuesday, 12/24/2024	Wednesday, 12/24/2025	Thursday, 12/24/2026
Christmas Day	Wednesday, 12/25/2024	Thursday, 12/25/2025	Friday, 12/25/2026
New Year's Day	Wednesday, 1/01/2025	Thursday, 1/01/2026	Monday, 1/04/2027
Martin L. King Day	Monday, 1/20/2025	Monday, 1/19/2026	Monday, 1/18/2027
President's Day	Monday, 2/17/2025	Monday, 2/16/2026	Monday, 2/15/2027
Cesar Chavez Day	Monday, 3/31/2025	Tuesday, 3/31/2026	Wednesday, 3/31/2027
Memorial Day	Monday, 5/26/2025	Monday, 5/25/2026	Monday, 5/31/2027
Juneteenth	Thursday, 6/19/2025	Monday, 6/22/2026	Monday, 6/21/2027

Alternate 9/80 Schedule	FY 2024-2025	FY 2025-2026	FY 2026-2027
Independence Day	Thursday, 7/04/2024	Friday, 7/04/2025	Monday, 7/06/2026
Labor Day	Monday, 9/02/2024	Monday, 9/01/2025	Monday, 9/07/2026
Veterans Day	Monday, 11/11/2024	Tuesday, 12/23/2025	Wednesday, 11/11/2026
Thanksgiving Day	Thursday, 11/28/2024	Thursday, 11/27/2025	Thursday, 11/26/2026
Day after Thanksgiving	Monday, 12/02/2024	Monday, 12/01/2025	Monday, 11/30/2026
Christmas Eve Day	Tuesday, 12/25/2024	Wednesday, 12/24/2025	Thursday, 12/24/2026
Christmas Day	Wednesday, 12/25/2024	Thursday, 12/25/2025	Monday, 12/28/2026
New Year's Day	Wednesday, 1/01/2025	Thursday, 1/01/2026	Friday, 1/01/2027

Martin L. King Day	Monday, 1/20/2025	Monday, 1/19/2026	Monday, 1/18/2027
President's Day	Monday, 2/17/2025	Monday, 2/16/2026	Monday, 2/15/2027
Cesar Chavez Day	Monday, 3/31/2025	Tuesday, 3/31/2026	Wednesday, 3/31/2027
Memorial Day	Monday, 5/26/2025	Monday, 5/25/2026	Monday, 5/31/2027
Juneteenth	Thursday, 6/19/2025	Friday, 6/19/2026	Monday, 6/21/2027

Regular 5/40 Schedule	FY 2024-2025	FY 2025-2026	FY 2026-2027
Independence Day	Thursday, 7/04/2024	Friday, 7/04/2025	Monday, 7/06/2026
Labor Day	Monday, 9/02/2024	Monday, 9/01/2025	Monday, 9/07/2026
Veterans Day	Monday, 11/11/2024	Friday, 12/26/2025	Wednesday, 11/11/2026
Thanksgiving Day	Thursday, 11/28/2024	Thursday, 11/27/2025	Thursday, 11/26/2026
Day after Thanksgiving	Friday, 11/29/2024	Friday, 11/28/2025	Friday, 11/27/2026
Christmas Eve Day	Tuesday, 12/24/2024	Wednesday, 12/24/2025	Thursday, 12/24/2026
Christmas Day	Wednesday, 12/25/2024	Thursday, 12/25/2025	Friday, 12/25/2026
New Year's Day	Wednesday, 1/01/2025	Thursday, 1/01/2026	Friday, 1/01/2027
Martin L. King Day	Monday, 1/20/2025	Monday, 1/19/2026	Monday, 1/18/2027
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Memorial Day	Monday, 5/26/2025	Monday, 5/25/2026	Monday, 5/31/2027
Juneteenth	Thursday, 6/19/2025	Friday, 6/19/2026	Monday, 6/21/2027


Section 2. In order to be eligible to receive holiday pay, an employee must have worked or be on paid leave of absence on the employee's regularly scheduled day before and regularly scheduled day after the holiday. Should an employee fail to work the employee's regularly scheduled day before and after the holiday, or is not on paid leave of absence on either of those days, the employee shall not be entitled to holiday pay.

Section 3. Where an employee's regular day off falls on a paid holiday, the employee shall receive the equivalent day off (not to exceed 9 hours) on the preceding or succeeding regularly scheduled workday.

2. Except as set forth above, the provisions of the existing MOU between the parties shall remain unchanged and in full force and effect.

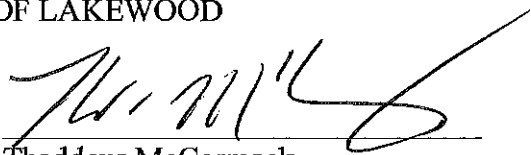
Date: 10/7/2025, 2025

LAKEWOOD CITY EMPLOYEES'
ASSOCIATION

By: 
Javier Mendez
LCEA President

Date: Oct. 7th, 2025

CITY OF LAKEWOOD

By: 
Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Southern California Edison Company License Agreement for Lakewood Equestrian Center

INTRODUCTION

The City of Lakewood's License Agreement (Contract No. 9.3688) with Southern California Edison Company (SCE) for the use of SCE-owned property located at 11369 East Carson Street, within the Lakewood Equestrian Center, is up for renewal. The proposed five-year agreement, scheduled to begin on January 1, 2026, includes a reduced footprint compared to the previous agreement, as outlined in SCE's updated license agreement.

STATEMENT OF FACT

Approval of the SCE License Agreement for the use of their property within the Lakewood Equestrian Center footprint covers a five-year term, beginning January 1, 2026, and ending December 31, 2030. The agreement allows the City to continue using SCE property for equestrian and horse stabling purposes at the Lakewood Equestrian Center.


The payment schedule due to SCE for the permitted use of their property, as outlined in License Agreement Contract No. 9.3688, is provided in the table below.


SCE License Period Within Term	Annual Amount	Payment Submission Dates
January 1, 2026 – December 31, 2026	\$30,680.56	January 1, 2026
January 1, 2027 – December 31, 2027	\$32,215.00	January 1, 2027
January 1, 2028 – December 31, 2028	\$33,826.00	January 1, 2028
January 1, 2029 – December 31, 2029	\$35,517.00	January 1, 2029
January 1, 2030 – December 31, 2030	\$37,293.00	January 1, 2030

Funds for the first year of the agreement term are included in the approved FY 2025–26 budget. Funding for the remaining years of the license agreement will be requested through the City's annual budget development process in future fiscal years.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to execute, on behalf of the City of Lakewood, the Southern California Edison Company License Agreement (Contract No. 9.3688) for the use of SCE-owned property located within the footprint of the Lakewood Equestrian Center, as approved as to form by the City Attorney.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

CITY OF LAKEWOOD
(Lakewood Equestrian Center)

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

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2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAWS AND REGULATIONS
26. GOVERNING LAW
27. INDEMNIFICATION; ASSUMPTION OF RISK; RELEASE
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31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
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35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____)
Licensor/Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

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APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

RIDING & BOARDING

TREES/LANDSCAPING

Initial (____)/(____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF LAKEWOOD, a municipal corporation, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 7060-002-800, and all of Assessor's Parcel Number 7060-002-801, situated in the City of Lakewood, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal, and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege, or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy, or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases, and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____)
Licensor/Licensee

1. Use: Licensee will use the Property for horse stable purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made, and Licensee is not relying on any such representation, covenant, warranty, or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of January, 2026 and ending on the last day of December, 2030. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Seven Thousand Six Hundred Seventy and 14/100 Dollars (\$7,670.14) upon the execution and delivery of this Agreement with subsequent quarterly payments as specified below. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Quarterly Amount	Payment Due First Day Of
First Year	January 1, 2026 - December 31, 2026	\$30,680.56	\$7,670.14	2026 Jan / Apr / Jul / Oct
Second Year	January 1, 2027 - December 31, 2027	\$32,215.00	\$8,053.75	2027 Jan / Apr / Jul / Oct
Third Year	January 1, 2028 - December 31, 2028	\$33,826.00	\$8,456.50	2028 Jan / Apr / Jul / Oct
Fourth Year	January 1, 2029 - December 31, 2029	\$35,517.00	\$8,879.25	2029 Jan / Apr / Jul / Oct
Fifth Year	January 1, 2030 - December 31, 2030	\$37,293.00	\$9,323.25	2030 Jan / Apr / Jul / Oct

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the full amount that was due on said date. To the extent a payment is not made within sixty (60) days, Licensor may increase the late fee to twenty percent (20%) of the full amount due. Licensor shall further be entitled to any other costs associated with collection of the unpaid amounts.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to

Initial (____)/(____)
Licensor/Licensee

waive all rights of subrogation against Licensor, its officers, agents, and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors, and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property.

Initial (____)/(____)
Licensor/Licensee

Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes, or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed, or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees, or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove or relocate at Licensee's expense, any tree and/or other planting.

Initial (____)/(____)
Licensor/Licensee

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames, and poles and 100-foot radius around dead-end tower legs, H-Frames, and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish, and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise, or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County, and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing, and equipment, in the manner prescribed by law.

14. Hazardous Material and Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state, or local laws, rules or regulations pertaining to the use, management, storage, or disposal of waste, including, but not limited to hazardous, toxic, or infectious materials. Unless permitted by Licensor in writing, Licensee will not, or allow others to, place, use, or store any hazardous, toxic, or infectious materials and/or waste on the Property. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

Initial (____)/(____)
Licensor/Licensee

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard, or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish, and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment, and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair, and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval in accordance with Article 6.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments, or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within

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thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Laws and Regulations: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders, and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall also comply with the requirements of every addendum attached hereto. Licensee shall hold harmless, defend, and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation, and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification; Assumption of Risk; Release: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee. Licensee agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Property, any improvements constructed or installed thereon by Licensee, Licensee's use of the Property, or exercise of the rights granted herein. Licensee releases and waives all claims against Licensor and each of the indemnified parties for loss or damage caused by, arising out of, or in any way connected with Licensor's or Licensee's use of the Property or the exercise of the rights granted herein.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any

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previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation, or other rule of any governmental agency applicable to Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in

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equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S), THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 32 SHALL EXPRESSLY SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

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34. Waiver: Licensors shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensors of any provision of this Agreement must be in a writing signed by Licensors. No waiver by Licensors of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensors's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensors's consent to or approval of any subsequent act by Licensee. Licensors's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensors's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensors either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensors's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state, and local laws and regulations. This Agreement should not be construed as a subordination of Licensors's rights, title, and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensors facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensors property that is in close proximity to Licensors electric facilities, Licensors wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensors has attached to this document a brochure that explains some basic facts about EMF and that describes Licensors policy on EMF. Licensors also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities

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connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party shall be made in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party. Notices shall be addressed as follows:

To Licensor: Southern California Edison Company
Real Properties and Permitting
Land Management – Metro Region West
3 Innovation Way
Pomona, CA 91768
Email: landuse@sce.com

To Licensee: City of Lakewood
5050 Clark Street
Lakewood, CA 90712
Email: vfrost@lakewoodca.gov

Business Telephone No. (562) 866-9771

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. Any appendices, addenda and exhibits attached hereto are incorporated herein and made an integral part hereof. This Agreement may not be modified, amended, contradicted, supplemented, or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties. In case any provision in this Agreement shall be deemed invalid, illegal or

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unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

ANDREW NICHIPORUK
Real Estate & Facilities Manager
Land Management – Metro Region West
Real Properties and Permitting

Date

LICENSEE:

CITY OF LAKEWOOD

By _____

Cassandra Chase, Mayor

Date

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APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as “Licensor” for consideration and approval prior to the start of any construction on “Licensor” property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent “Licensor” towers, poles, guy wires or other “Licensor” facilities.

The plan must show the locations of all “Licensor” towers and poles, 16-foot-wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a “north arrow” and the Licensee’s name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only.
 - b. Non-flammable frame only.
 - c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer.
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipes must be plastic Schedule 40 or better.
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames, and poles

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- c. 100-foot radius around dead-end tower legs, H-Frames, and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way.
- 5. Suitable identification markers will be required on main controllers and valves.
- 6. Locations of main shut off valve will be provided and shown on a plot plan.
- 7. Underground facilities must have a minimum cover of three feet.
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the area directly located under the outer circumference of the overhead conductors, which is commonly known as the "drip line."
- 2. Trees must have slow to moderate growth and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet.
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor.
- 4. Any mounds or change of grade must be approved in writing by Licensor.
- 5. No cactus or thorny shrubs will be permitted.
- 6. Retaining walls, planters, etc. may be considered on a case-by-case basis and must be approved in writing by Licensor.
- 7. No crushed or freshly laid asphalt will be permitted.

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles

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- e. Under or within 10 feet of the conductor “drip lines”
3. Sewer or gas lines to trailers must be approved in writing by Licensor.
4. Location of all electrical and telephone lines must be approved in writing by Licensor.
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes.
7. Toxic or flammable materials will not be permitted in trailers.
8. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer.

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way.
3. No toxic or flammable materials will be permitted.
4. No materials shall be stored within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames, and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25 feet from anchors/guy wires, poles, and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet.
6. No storage of gasoline, diesel or any other type of fuel will be permitted.
7. Any fencing around the storage areas must have Licensor’s prior written approval.

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A D D E N D U M

PARKING

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

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A D D E N D U M

RIDING AND BOARDING STABLES

- A. Licensee must obtain prior written approval from Licensor for the installation of any structures or improvements, including but not limited to, fencing and corrals, and any subsequent modifications. Licensee will maintain the structures or improvements at all times in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the structures or improvements, including fences and corrals. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Vehicle parking is restricted to those areas designated and approved in writing by Licensor. Licensee will post signs identifying the areas where parking is prohibited.
- D. Hay may only be stacked in areas approved of in writing by Licensor and at a maximum height of four bales.
- E. Licensee will post and distribute rules to each horse owner boarding horses. The rules will include but not be limited to the following:
 - 1. No minors are permitted on Property during regular school hours unless accompanied by parent or guardian.
 - 2. No smoking shall be allowed within fifty (50) feet of stacked hay.
 - 3. All vehicles must be parked in accordance with posted signs.
 - 4. Owners of any animals boarded or brought on the Property hereby waive any claims against operator and Licensor, should either operator or Licensor require the removal of owner's animals because owner neglected or abused animals or owner has not kept boarding fees current.
 - 5. Owner will hold harmless and indemnify the operator and Licensor, its officers, agents, and employees, and its successors and assigns, from and against all claims, or injury to or death of persons including employees of operator and Licensor, resulting in any manner whatsoever, directly or indirectly, by reason of this license or the use or occupancy of the Property by owner or any person claiming under owner.
- F. Hay Storage structures shall not exceed maximum dimensions of:
 - 1. 15-feet in length
 - 2. 10-feet in width
 - 3. 10-feet in height
- G. Hay storage structures will not be permitted within the following access areas:
 - 1. Within 2-feet from edge of 16-foot-wide access road.
 - 2. 50-foot radius around suspension towers.

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3. 100-foot radius around all dead-end towers.
4. 10-foot radius around all anchors/guy wires.
5. 25-foot radius around all wood poles and tubular steel poles.
6. Not permitted directly under or within 10-0feet of the electrical conductor drip lines.

H. Hay storage structures must utilize the following design:

1. Temporary/Slip joint construction.
2. Metal frame only.
3. Properly grounded.
4. Metal roof only.
5. Equipped with an automated water sprinkler system for fire suppressions (only is hay is stacked more than four bales high).

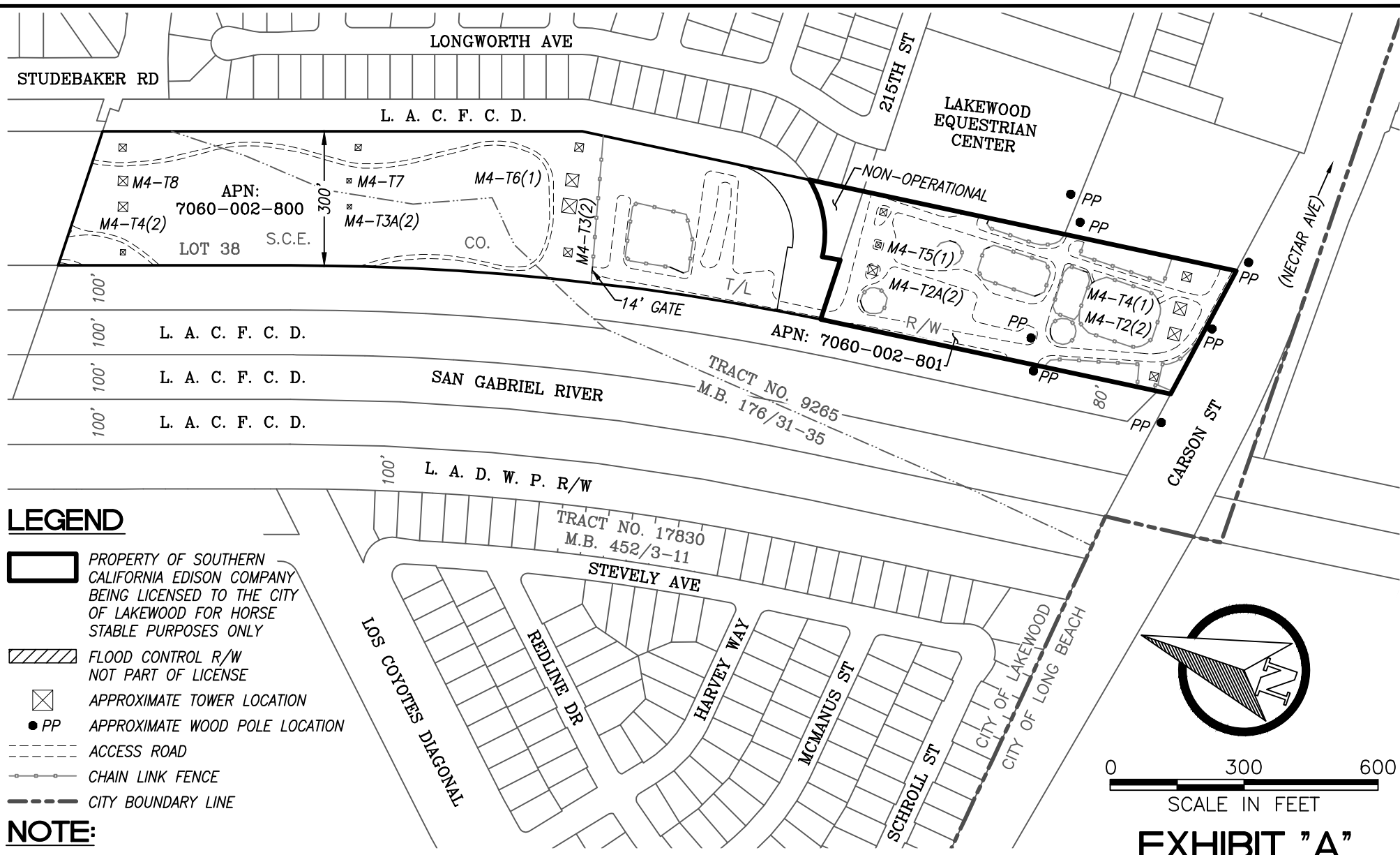
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A D D E N D U M

TREES/LANDSCAPING

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/(____/____)
Licensor/Licensee



LEGEND


- PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY BEING LICENSED TO THE CITY OF LAKEWOOD FOR HORSE STABLE PURPOSES ONLY
- FLOOD CONTROL R/W NOT PART OF LICENSE
- APPROXIMATE TOWER LOCATION
- APPROXIMATE WOOD POLE LOCATION
- ACCESS ROAD
- CHAIN LINK FENCE
- CITY BOUNDARY LINE

NOTE:

THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

- a) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.
- b) A 25-FOOT RADIUS AROUND ALL OTHER POLES.

FACILITY NAME: ALAMITOS – BARRE NO 1 & 2/ALAMITOS – LIGHTHIPE				LICENSED AREA (GROSS)	SQ.FT.: 259,942	AC.: 5.97
LICENSEE: THE CITY OF LAKEWOOD				CONTRACT NO.: 9.3688	ACCOUNT NO.: L1246	
CITY: LAKEWOOD		COUNTY: LOS ANGELES		STATE: CA	T.G.: 766/F5; G5; G6	M.S.: 046–088; 047–088
APN(S): 7060–002–800; 7060–002–801				SCE DOCUMENT NO.: 143825/001; 153774/001		
SCE SANDERS MAP: 552109		SCE LAND BOOK: N/A		REF: 2020/9.3688.DWG		
R.P. LAND AGENT: N. ROSENTHAL		LANDBASE MAPPING: A. URENA			CHECKED BY: B. YOUNG	
ORDER NO.: 802225497	NOT. NO.: 204134780		DATE: 06/23/2025	FILE NAME: 9.3688.DWG		



SOUTHERN CALIFORNIA

EDISON

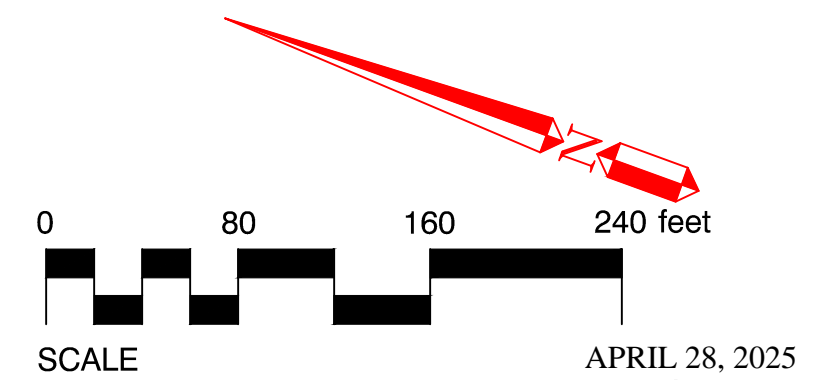
An EDISON INTERNATIONAL Company






KEY:

- | | | | | | |
|--|---|--|---|--|--|
| | VEHICULAR ACCESS ROAD | | IRRIGATION LINE SHUT-OFF VALVE IN VALVE BOX | | CHAIN LINK FENCE |
| | POWER POLE | | WATER METER | | PROPERTY PERIMETER WALL |
| | STREET LIGHT/PARKING LOT LIGHT/PARK TRAIL LIGHT | | PROPERTY/PARCEL LINE | | TRANSMISSION TOWER & POWER POLE CLEARANCE LINE |
| | UNDERGROUND IRRIGATION/WATER LINE | | SCE PROPERTY LINE | | OVERHEAD DRIPLINE |
| | GAS LINE | | 3-RAIL EQUESTRIAN FENCE | | BACKFLOW PREVENTER |





CITY OF LAKEWOOD

LAKEWOOD EQUESTRIAN CENTER

2025 SCE LEASE AMENDMENT

11369 E CARSON ST
LAKEWOOD, CA 90715

D I V I D E R S H E E T

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approval of the First Amendment to the Recreation Lease Agreement for Lakewood Equestrian Center

INTRODUCTION

On December 10, 2024, the City Council approved the Recreation Lease Agreement for the Lakewood Equestrian Center with Pilmore Equestrian LLC, owned by Cynthia Flavin, as the leaseholder. The initial twenty-year term began on January 1, 2025, and will conclude on December 31, 2044.

Southern California Edison (SCE) owns several acres within the existing footprint of the Lakewood Equestrian Center, located at 11369 East Carson Street. The City of Lakewood's License Agreement (Contract No. 9.3688) with SCE is up for renewal. The proposed five-year agreement, scheduled to begin on January 1, 2026, reflects a reduced footprint compared to the previous agreement. Specifically, the revised license covers only the SCE-owned property within the Lakewood Equestrian Center that is located south of the Longworth drainage channel and north of Carson Street.

Pilmore Equestrian LLC has expressed interest in continuing its use of this SCE-owned property for equestrian and horse boarding purposes. As part of this arrangement, Pilmore Equestrian LLC will reimburse the city for the full cost of the SCE license agreement.

STATEMENT OF FACT

The First Amendment to the Recreation Lease Agreement (Agreement) for the Lakewood Equestrian Center allows Pilmore Equestrian LLC to continue using the SCE-owned property for equestrian and horse boarding purposes. This use is made possible through the City's contractual license agreement with SCE. Additionally, the amendment makes Pilmore Equestrian LLC fully financially responsible for all fees associated with its use of the SCE-owned property.

This First Amendment to the Agreement includes the following updates:

- Section 1B is amended to reflect the revised term of the SCE License Agreement, along with Pilmore Equestrian LLC's payment schedule to the city.
- Exhibit A (Parcel Map and Aerial Image with Property Lines of Premises) is revised to reflect the updated footprint of Rynerson Park and the Lakewood Equestrian Center, including the revised property lines of the premises.


- Exhibit B is replaced with the current Southern California Edison Company License Agreement with the City of Lakewood, covering the use of SCE-owned property within the boundaries of the Lakewood Equestrian Center from January 1, 2026, through December 31, 2030.
- Exhibit H (Aerial Image – Rynerson Park Horse Trail and Passive Turnout) is updated to show the revised footprint of Rynerson Park and the Lakewood Equestrian Center, including the updated boundaries and the current horse trail configuration.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to approve the First Amendment to the Recreation Lease Agreement for Lakewood Equestrian Center, subject to approval as to legal form by the City Attorney.

Valarie Frost, Director
Recreation & Community Services

VF


Thaddeus McCormack
City Manager

**FIRST AMENDMENT TO
CITY OF LAKEWOOD
RECREATION LEASE AGREEMENT FOR
LAKEWOOD EQUESTRIAN CENTER**

This First Amendment, made and entered into as of the 14th day of October 2025 by and between City of Lakewood, a municipal corporation, sometimes hereinafter referred to as “City”, and Pilmore Equestrian, LLC sometimes hereinafter referred to as “Lessee” amends that certain Recreation Lease Agreement for Lakewood Equestrian Center, hereinafter referred to as the “Agreement”, dated January 1, 2025.

The Agreement is hereby amended as follows:

1. Section 1B is hereby amended to read as follows:

It is understood and agreed that Lessee will, in connection with the Lakewood Equestrian Center, occupy and use a portion of that certain adjoining and adjacent real property owned by Southern California Edison Company, more particularly described in the License Agreement marked Exhibit B and made a part hereof as though set forth in full. Lessee acknowledges that City has obtained from Southern California Edison Company a License Agreement and pays associated fees to use that real property described therein and sometimes hereinafter referred to as the Edison right-of-way for horse riding and boarding stable purposes only. Lessee further acknowledges that City’s right to use said Edison right-of-way or any part thereof under said License Agreement is subject to termination on December 31, 2030, or sooner on thirty (30) days written notice by the Southern California Edison Company to City.

Lessee shall be responsible for reimbursing City for contractual expenses incurred by City in connection with Lessee’s use of the Edison right-of-way for horse riding and boarding stable purposes. Lessee agrees to make such reimbursement payments to City in accordance with the payment schedule set forth below.

All payments shall be made by check or money order payable to the “City of Lakewood”. Late charges shall apply as provided in Section 8 of the Agreement.

SCE License Period within Term	Annual Amount	Quarterly Amount	Quarterly Payment Due Dates
January 1, 2026 – December 31, 2026	\$30,680.56	\$7,670.14	In 2026 - January 1, April 1, July 1, October 1
January 1, 2027 – December 31, 2027	\$32,215.00	\$8,053.75	In 2027 -January 1, April 1, July 1, October 1
January 1, 2028 – December 31, 2028	\$33,826.00	\$8,456.50	In 2028 - January 1, April 1, July 1, October 1
January 1, 2029 – December 31, 2029	\$35,517.00	\$8,879.25	In 2029 -January 1, April 1, July 1, October 1

SCE License Period within Term	Annual Amount	Quarterly Amount	Quarterly Payment Due Dates
January 1, 2030 – December 31, 2030	\$37,293.00	\$9,323.25	In 2030 - January 1, April 1, July 1, October 1

2. Exhibit A, Parcel Map and Aerial Image with Property Lines of Premises, is hereby amended to reflect the revised footprint of Rynerson Park and the Lakewood Equestrian Center, including updated property lines of Premises.
3. Exhibit B, Southern California Edison Company License Agreement, is hereby replaced with the updated license agreement between City and Southern California Edison Company, which replaces the prior agreement expiring on December 31, 2025. The new license agreement is effective January 1, 2026 through December 31, 2030.
4. Exhibit H, Aerial Image-Rynerson Park Horse Trail and Passive Turnout, is hereby amended to reflect the revised footprint of Rynerson Park and the Lakewood Equestrian Center, including updated boundaries and the horse trail configuration as currently in use.

In all other respects, the Agreement shall remain in full force and effect.

Attachments:	Exhibit A	Exhibit A, Parcel Map and Aerial Image with Property Lines of Premises-Revised October 14, 2025
	Exhibit B	Southern California Edison Company License Agreement
	Exhibit H	Aerial Image-Rynerson Park Horse Trail and Passive Turnout-Revised October 14, 2025

DIVIDER SHEET

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Authorization to Enter into a Cooperative Agreement with SMART Compliance for Recycling Tracking and Recordkeeping Software for CalRecycle SB 1383 Compliance

BACKGROUND

On January 1, 2022, all jurisdictions in California were required to comply with Senate Bill 1383 (SB 1383) – Short-lived Climate Pollutants (SCLP): Organic Waste Reductions Act. Under legislation, jurisdictions shall responsibly evaluate the capacity to implement SB 1383, including being required to track information from a jurisdiction's implementation record which includes the City's enforceable mechanisms, all solid waste and recycling-related program descriptions, organics collection service details, contamination minimization plans and information, route reviews, waivers (De Minimis, Space Constraint, 3rd Party/Self-Haul) and exemptions, education and outreach, edible food recovery program (Tier 1 & 2 Edible Food Generators and Edible Food Recovery Organizations), recovered organic material procurement, paper procurement, inspection and enforcement, compliance reviews, and complaint investigations.

Currently, staff is utilizing a combination of Excel spreadsheets, Google documents and EDCO's ACS database program to compile all the data necessary for the City's implementation record, which is cumbersome and tedious to track all the data necessary to be following SB 1383.

DISCUSSION

On June 2, 2025, the City of Brea released a Request for Proposals (RFP) for a recycling compliance tracking and record keeping software. On June 16, 2025, the City of Brea received three (3) proposals in response to the RFP. SMART Compliance was determined to be the highest rated proposer at the lowest price. As result of their rating and ability to provide the services requested, the City of Brea awarded SMART Compliance an Agreement for a five-year term. To streamline procurement while maintaining due diligence, Lakewood is piggybacking the City of Brea's competitive RFP process for SB 1383 compliance software. SMART Compliance has granted the City of Lakewood authorization to enter into a cooperative agreement under the same prices and terms and conditions as their Agreement with the City of Brea (Attachment No.1).

Other cities/agencies that utilize SMART Compliance include City of Lancaster, City of Culver City, City of Paramount, City of Downey, City of Burbank, City of Pico Rivera, Napa County (consists of 4 jurisdictions), City of Ontario, City of Oxnard, City of Pomona, City of Moreno

Valley, City of San Luis Obispo County (consists of 18 jurisdictions), City of Beverly Hills, and Marin County (consists of 22 jurisdictions).


FISCAL IMPACT

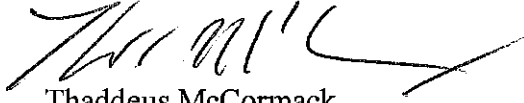
The total cost of SMART Compliance software is \$100,000, which will be paid upfront using SB 1383 Local Assistance Grant funds (OWR-4) to cover a five-year subscription. Staff has received approval from CalRecycle to prepay this amount under the SB 1383 Local Assistance Grant Program. These grant funds have already been received by the City.

RECOMMENDATION

It is the recommendation of staff that:

- (1) Approve the Service Agreement with SMART Compliance, in an amount not-to-exceed \$100,000, utilizing the terms and pricing from the City of Brea Agreement for the purchase and installation of recycling compliance tracking and record keeping software.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

SOFTWARE AS A SERVICE AGREEMENT

SB 1383 Recordkeeping Software Services

This agreement ("Agreement") is entered into and is effective as of **Tuesday, August 19, 2025** ("Effective Date"), by and between the City of Brea located at 1 Civic Center Circle, Brea California 92821 ("City") and **SMART Compliance a California Corporation** located at **6625 N Calle Eva Miranda, Suite A, Irwindale CA 91702** ("Service Provider").

RECITALS

WHEREAS, City requires third-party hosted "software as a service" services, as further described herein, with respect to certain of its information technology needs; WHEREAS, City requested a proposal from Service Provider for such services;

WHEREAS, Service Provider has experience and expertise in the business of providing the required services;

WHEREAS, Service Provider submitted a proposal to City to perform such services on behalf of City;

WHEREAS, based on Service Provider's superior knowledge and experience relating to the required services, City has selected Service Provider to provide and manage the services;

WHEREAS, Service Provider wishes to perform the required services and acknowledges that the successful performance of the services and the security and availability of City's data are critical to the operation of City's business; and,

WHEREAS, Service Provider has agreed to provide the required services to City, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

AGREEMENT

1. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to City certain hosted software and provide all other services necessary for productive use of such software including **customization, technical support, training, backup and recovery, Hosting** (collectively, the "Services") as further set forth in Exhibit "A" attached hereto.

1.1 Authorized Users. Unless otherwise limited herein, Service Provider grants City a renewable, irrevocable, nonexclusive, royalty-free, and worldwide right and license for any City employee, contractor, or agent, or any other individual or entity authorized by City, (each, an "Authorized User") to access and use the Services. Other than any limitations otherwise described herein, Authorized Users will have no other limitations on their access to or use of the Services.

SOFTWARE AS A SERVICE AGREEMENT

SB 1383 Recordkeeping Software Services

- 1.2 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a grant of license to use intellectual property in software form, to City by Service Provider.
- 1.3 Changes in Number of Authorized Users. City is entitled to increase or decrease the initial number of Authorized Users ("Minimum Commitment"), on an as-requested basis; provided, however, that City shall maintain the Minimum Commitment unless the parties otherwise agree to adjust the Minimum Commitment. Should City elect to change the number of Authorized Users, Service Provider shall reduce or increase Authorized Users specified in Exhibit A and adjust the prospective Services Fees accordingly no later than five (5) business days from City's written request.
- 1.4 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of City. Cloud based storage shall not be utilized without the City's prior, written consent. Any and all permitted cloud storage shall be in compliance with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto. Except as otherwise expressly set forth in Exhibit A, the Services (including all data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein, and all such locations shall be disclosed to City annually and within thirty (30) days of the effective date of this Agreement.
- 1.4.1 Subcontractors. Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Service Provider's use of subcontractors shall not relieve Service Provider of any of its duties or obligations under this Agreement.
- 1.4.2 Offensive or Disparaging Content. Where the Services or any web services affiliated with the Services contain offensive content or portray City in a disparaging way, either as solely determined by City, Service Provider shall immediately remove the offensive or disparaging content and City shall have the right, at City's sole election, to: (a) immediately terminate this Agreement or any portion thereof corresponding to the offending or disparaging content, and be entitled to a return of any prepaid fees, as liquidated damages and not as a penalty; or, (b) obtain or retain, as the case may be, all fees paid or payable for the entire period of the then-current term, as liquidated damages and not as a penalty, associated with that portion of this Agreement corresponding to the offending or disparaging content.
- 1.4.3 Storage Provider Name, Cloud Location, State Location, and Data Separation. The Storage Provider Name is AWS; and the Storage Cloud Location is in

SOFTWARE AS A SERVICE AGREEMENT

SB 1383 Recordkeeping Software Services

Availability Zone US-West-1 (Northern California); and Storage Server Location in the State of California. **City Data must be stored separate from all other Client data.**

- 1.5 Storage. The Services shall include the applicable allocation of base data storage as described in Exhibit A, if any. Service Provider shall immediately notify City when City has reached eighty percent (80%) of City's then-current data storage maximum. Within five (5) calendar days of City's request, Service Provider shall make additional data storage available to City at the rates described in Exhibit A.
- 1.6 Development and Test Environments. In addition to production use of the Services, City is entitled to one development and one test environment for use by Authorized Users at no additional charge. Such non-production environments shall have the same data storage and processing capacities as the production environment. Service Provider shall cooperate with City's requests in managing the non-production environments such as refreshing City Data upon request.
- 1.7 Documentation. The documentation for the Services ("Documentation") will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services. City shall have the right to make any number of additional copies of the Documentation at no additional charge.
- 1.8 Changes in Functionality. During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services. Where Service Provider has reduced or eliminated functionality in the Services, City, at City's sole election and in City's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Service Provider will immediately adjust the Services Fees accordingly on a prospective basis. Where Service Provider has introduced like functionality in other services, City shall have an additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to City without any increase in the Services Fees.
- 1.9 No Effect of Click-Through Terms and Conditions. Where an Authorized User is required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Agreement.
- 1.10 Modification of the Services. The City's Director of Information Technology shall be authorized to waive, in writing, any of the Service Provider's obligations with

SOFTWARE AS A SERVICE AGREEMENT

SB 1383 Recordkeeping Software Services

respect to the Services, where deemed to be in the City's best interests, provided that no such modification shall result in any increase in the amount of the Services Fees.

- 1.11 Compliance with All Laws. In providing the Services, the Service Provider shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq.

2. Service Levels.

- 2.1 Service Levels; Time is of the Essence. For the term of this Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Periods and in accordance with the applicable Service Level Standards, each as described in Exhibit A hereto. Time is of the essence in the performance of the Services.

- 2.2 Service Level Reporting. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting month, Service Provider shall provide reports to City describing the performance of the Services and of Service Provider as compared to the Service Level Standards; provided, however, that a City Satisfaction Service Level Survey shall be conducted by Service Provider each year on the anniversary of the Effective Date and the results shall be reported to City by Service Provider no later than the fifteenth (15th) calendar day of the subsequent month following such anniversary date. The reports shall be in a form agreed-to by City, and, in no case, shall contain less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Service Provider has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; and, (d) any Performance Credit due to City. Service Provider and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Service Provider as it relates to the Service Levels. Where Service Provider fails to provide a report for a Service Level in the applicable timeframe, the

Service Level shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Service Provider shall, without charge, make City's historical Service Level reports available to City upon request.

- 2.3 Failure to Meet Service Level Standards. In the event Service Provider does not meet a Service Level Standard, Service Provider shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet Service Level Standard is subsequently met.

Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the

SOFTWARE AS A SERVICE AGREEMENT

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impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Service Provider that a Performance Credit is due as a condition of payment of the same.

2.3.1 Termination for Material and Repeated Failures. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement, and be entitled to a return of any prepaid fees where Service Provider fails to meet any Service Level Standard: (a) to such an extent that the City's ability, as solely determined by City, to use the Services is materially disrupted, force majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

2.4 Audit of Service Levels. No more than quarterly, City or City's agent shall have the right to audit Service Provider's books, records, and measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Service Provider shall immediately owe to City the applicable Performance Credit.

3. Support; Maintenance; Additional Services.

3.1 Technical Support. Service Provider shall provide the Technical Support as described in Exhibit A. The Services Fees shall be inclusive of the fees for all Technical Support.

3.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Internet Explorer, Edge, Mozilla Firefox, and Google Chrome Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.

3.2.1 Required Notice of Maintenance. Unless as otherwise agreed to by City on a case-by-case basis, Service Provider shall provide no less than thirty (30) calendar day's prior written notice to City of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to City and shall provide a detailed description of all maintenance performed no greater

SOFTWARE AS A SERVICE AGREEMENT

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than one (1) calendar day following the implementation of the emergency maintenance.

- 3.2.2 Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance, City shall have a ten (10) business day period to test any maintenance changes prior to Service Provider introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that City rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Service Provider shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Service Provider shall be entitled to introduce the maintenance changes into production.
- 3.2.3 Service Outage during Maintenance. Service Provider shall coordinate all maintenance updates to be done after normal business hours unless otherwise approved by City Representative.
- 3.3 Customization / Integration Services. Service Provider shall provide the Customization / Integration Services, if any, described in Exhibit A. The Services Fees shall be inclusive of the fees for the Customization / Integration Services.
- 3.4 Training Services. Service Provider shall provide the Training Services, if any, described in Exhibit A. The Services Fees shall be inclusive of the fees for the Training Services.
4. Escrow Agreement. At no additional cost to City and upon City's request, Service Provider agrees to place in escrow with an escrow agent copies of the most current version of the source and object code for the applicable software that is included as a part of the Services as well as all necessary components to ensure proper function of such software including but not limited to any application program interfaces, configuration files, schematics of software components, build instructions, procedural instructions, and other documentation (collectively, the "Software"). The Software shall also include all updates, improvements, and enhancements thereof from time to time developed by Service Provider and which are necessary to internally support the Services for the benefit of City. Service Provider agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Service Provider to fulfill its obligations to City in providing the Services, as determined solely by City, City shall be entitled to obtain the then current Software from the escrow agent. At the sole election of City, City shall have the right to: (a) perform, at City's cost and no more than annually, via a third-party escrow verification service that is independent of Service Provider and the escrow agent, a verification of Service Provider's compliance with its escrow obligations hereunder including but not limited to a full usability test of the Software; (b) obtain, at no

SOFTWARE AS A SERVICE AGREEMENT

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additional cost to City and no more than annually, the full usability test results of the Software, such test as performed by a third-party contracted by Service Provider; and, (c) contract with, at City's cost, a third-party that is independent of Service Provider to perform services relating to the backup and recovery of the Services and / or City Data. Service Provider agrees to reasonably cooperate with all third parties contracted by City for purposes of this provision. Where City determines, in City's sole determination, that Service Provider has failed to fulfill its escrow obligations, City shall, at City's sole election: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) be due from Service Provider twenty-five percent (25%) of the annualized Services Fees for the then-current contract year as liquidated damages and not as a penalty.

5. Audit Rights of Service Provider. Service Provider shall have no right to conduct an on-premises audit of City's compliance with the use of the Services. No more than once annually, Service Provider shall have the right to request from City its certification of compliance with the permitted number of Authorized Users. Where the actual number of users exceeds the permitted number of Authorized Users, City, at City's sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Service Provider; or, (b) acquire the appropriate number of Authorized Users' licenses at the rate specified in Exhibit A so as to be in compliance with the permitted number of Authorized Users.
6. Change Control Procedure. City may, upon written notice, request changes to the scope of the Services under Exhibit A. If City requests an increase in the scope, City shall notify Service Provider, and, not more than five (5) business days (or other agreed upon period) after receiving the request, Service Provider shall notify City whether or not the change has an associated cost impact. If City approves, City shall issue a change order, which will be executed by the Service Provider. City shall have the right to decrease the scope, and the associated fees will be reduced accordingly.
7. Term and Termination; Renewals.
 - 7.1 Term. This Agreement is legally binding for **five years**, commencing on **Tuesday July 15, 2025** and expires on **Monday July 15, 2030** ("Initial Term") unless extended, or sooner terminated, as provided for herein. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement may be renewed for up to **none**, successive one-year terms (each, a "Renewal Term") unless sooner terminated by a party providing the other party with written notice of termination.
 - 7.2 Termination for Convenience. Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, a party may terminate this

SOFTWARE AS A SERVICE AGREEMENT

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Agreement for convenience upon not less than sixty (60) days prior written notice to the other party.

- 7.3 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.
- 7.4 Payments upon Termination for Convenience. Upon the termination of this Agreement, City shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, and Service Provider shall pay to City all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any. As compensation for any administrative costs incurred by Service Provider due to City's termination for convenience, and unless otherwise agreed upon by the parties, City shall pay, or Service Provider shall retain if fees were prepaid, one (1) months' worth of additional fees calculated prorata. Any remaining prepaid funds shall be refunded to City.
- 7.5 Return of City Data. Upon the termination of this Agreement, Service Provider shall, within one (1) business day following the termination of this Agreement, provide City, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the City Data in the format specified by City. Further, Service Provider shall certify to City the destruction of any City Data within the possession or control of Service Provider, in accordance with Section 12.5, but such destruction shall occur only after the City Data has been returned to City. This Section shall survive the termination of this Agreement.
- 7.6 Renewals. Should the Services continue beyond the Initial Term, the Services Fees for the Renewal Term may be increased no more than 0.00% percent on an annualized per-user basis.
- 7.7 No Automatic Renewals. Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Service Provider attached hereto): (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) or any similar "evergreen" provision shall be deemed null and void ab initio; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

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8. Transition Services. Provided that this Agreement has not been terminated by Service Provider due to City's failure to pay any undisputed amount due Service Provider, Service Provider will provide to City and / or to the service provider selected by City ("Successor Service Provider") assistance reasonably requested by City to effect the orderly transition of the Services, in whole or in part, to City or to Successor Service Provider ("Transition Services") following the termination of this Agreement, in whole or in part. The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to City or Successor Service Provider; (b) if required, transferring the City Data to Successor Service Provider; (c) using commercially reasonable efforts to assist City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Service Provider's material breach, City may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

9. Fees; Billing. City shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by City of an invoice from Service Provider.

9.1 Billing Procedures. Service Provider shall bill to City the sums due pursuant to Exhibit A by Service Provider's invoice, which shall contain: (a) City's purchase order number, if any, and Service Provider's invoice number; (b) description of Services for which an amount is due; (c) the fees or portion thereof that are due; (d); taxes, if any; (e); any Performance Credits or other credits; and, (f) total amount due. Service Provider shall forward invoices in hardcopy format to City of Brea, Accounts Payable, 1 Civic Center Circle, Brea, California 92821 or email requesting a read receipt and delivery receipt to AccountsPayable@CityofBrea.gov.

9.2 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that City is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

9.3 Credits. Any amounts due to City, such as a Performance Credit, from Service Provider may be applied by City, at the sole election of City, against any current or future fees due to Service Provider. Any such amounts that are not so applied

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by City shall be paid to City by Service Provider within thirty (30) calendar days following City's request. This Section shall survive the termination of this Agreement.

9.4 Non-binding Terms. Any terms and conditions included in a Service Provider invoice shall be deemed to be solely for the convenience of the Service Provider, and no such term or condition shall be binding upon the City.

9.5 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, City in a format that will permit audit by City for a period of no less than three (3) years from when a fee was incurred or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement. For the term of this Agreement, upon City's written request, Service Provider shall provide City with a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report and SOC 2 type 2 report (for all Trust Services Principles), or successor form of SOC reports.

9.6 Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of fees charged to City by Service Provider, City is entitled to disclose to a third-party this Agreement, and any other data pertaining to fees paid or payable by City to Service Provider.

9.7 No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) City is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than ninety (90) business days in arrears.

10. Representations and Warranties.

10.1 Mutual. City and Service Provider each represent and warrant that:

10.1.1 City is a public entity, and Service Provider is a business, duly incorporated or established, validly existing, and in good standing under the laws of its state of incorporation;

10.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

10.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

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- 10.1.4 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
 - 10.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 10.2 By Service Provider. Service Provider represents and warrants that:
- 10.2.1 it is in the business of providing the Services;
 - 10.2.2 the Services are fit for the ordinary purposes for which they will be used;
 - 10.2.3 it is possessed of superior knowledge with respect to the Services;
 - 10.2.4 it acknowledges that City is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to City;
 - 10.2.5 it knows the particular purpose for which the Services are required by City;
 - 10.2.6 it is the lawful licensee or owner of the Services (excluding any City Data therein) and has all the necessary rights in the Services to provide the Services to City;
 - 10.2.7 the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other intellectual proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;
 - 10.2.8 it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of this Agreement;

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- 10.2.9 it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
- 10.2.10 it will use its best efforts, but not less than commercially reasonable efforts, to ensure that no computer viruses, worms, malware, or similar items (collectively, a "Virus") are introduced into City's computing and network environment by the Services, and that, where it transfers a Virus to City through the Services, it shall reimburse City the actual, documented cost incurred by City to remove or recover from the Virus, including the costs of persons employed by City to perform such services;
- 10.2.11 the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of City Data will result from such items if present in the Services;
- 10.2.12 in the case of City's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of City Data; and,
- 10.2.13 the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.

11. City Data.

- 11.1 Ownership. City's data ("City Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) City's data collected, accessed, used, processed, stored, or generated as the result of the City's use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Except where subject to a third party's intellectual property rights, all City Data is and shall remain the sole and exclusive property of City and all right, title, and interest in the same belongs to City. This Section shall survive the termination of this Agreement.
- 11.2 Service Provider Use of City Data. Service Provider is provided a limited license to access City Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display City Data only to the extent necessary in the providing of the Services. Service Provider shall:
 - (a) keep and maintain City Data in strict confidence, using such degree of care as

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is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose City Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to City Data only to those employees of Service Provider who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available City Data for Service Provider's own purposes or for the benefit of anyone other than City without City's prior written consent. This Section shall survive the termination of this Agreement.

- 11.3 Access to, and Extraction of City Data. City shall have full and complete access to, and ability to download, its City Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Service Provider. Further, Service Provider shall, within one (1) business day of City's request, provide City, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees due to Service Provider), an extract of the City Data in the format specified by City. In the event City gives Service Provider written notice of a "litigation hold", then as to all data identified in such notice, Service Provider shall, at no additional cost to City, isolate and preserve all such data pending receipt of further direction from the City.
- 11.4 Backup and Recovery of City Data. As a part of the Services, Service Provider is responsible for maintaining a backup of City Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in Exhibit A, Service Provider shall maintain a contemporaneous backup of City Data that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of City Data in an off-site (but within the continental United States) "hardened" facility no less than daily, maintaining the security of City Data, the security requirements of which are further described herein. Any backups of City Data shall not be considered in calculating storage used by City.
- 11.5 Loss or Unauthorized Access to Data. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Service Provider shall, as applicable: (a) notify City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City; (c) in the case of PII, at City's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of

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any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse City for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting City's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless City for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from City in connection with the occurrence up to the limits of Service Provider's Cyber Liability policy required herein; (g) be responsible for recreating lost City Data in the manner and on the schedule set by City without charge to City; and, (h) provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Service Provider will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

12. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

- 12.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was:
- (a) already in the possession of the receiving party without an obligation of confidentiality;
 - (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available

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when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, City Data shall be deemed to be Confidential Information.

- 12.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement, or as required by law. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 12.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 12.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of City, at the sole election of City, the immediate termination, without liability to City, of this Agreement.
- 12.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Agreement, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which is in such party's possession, custody, or control; provided, however, that Service Provider shall return City Data to City following the timeframe and procedure described further in this Agreement. Should Service Provider or City determine that the return of any City Data or non-City Data Confidential Information is not feasible, Service Provider shall destroy the data comprising such Confidential Information in compliance with the most current version of NIST standard SP800-88, or other standard acceptable to the City, and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

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- 13.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing, maintaining, and providing a written description to City of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the City Data; (b) protect against any anticipated threats or hazards to the security or integrity of the City Data; (c) protect against unauthorized disclosure, access to, or use of the City Data; (d) ensure the proper disposal of City Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program used to protect City Data be less stringent than the safeguards used by Service Provider for its own data.

If the Services include handling credit card information, then the Service Provider shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Service Provider agrees and warrants that it is responsible for the security of "cardholder data" that Service Provider possesses, stores, processes or transmits on behalf of the City, and for any impact on the security of City's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the Services.

At all times herein, Services Provider shall maintain, handle, transmit, and store City Data in encrypted form meeting the requirements of Federal Information Processing Standard (FIPS) 140-2, or otherwise as required by the City.

- 13.2 Audit by Service Provider. No less than annually, Service Provider shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to City.

The required audit shall be a SAS-70 (or successor standard) compliant audit, and Service Provider shall provide the audit findings in the form of an SAS-70 Type II report.

- 13.3 Right of Audit by City. Without limiting any other audit rights of City, City shall have the right to review Service Provider's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the providing of the Services, on an ongoing basis from time to time and without notice, City, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Service Provider's data privacy and information security program. In lieu of an on-site audit, upon request by City, Service Provider agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by City regarding Service Provider's data privacy and information security program.

- 13.4 Audit Findings. Service Provider shall implement any required safeguards as identified by City or by any audit of Service Provider's data privacy and information security program.

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- 13.5 City's Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement without limitation and without liability if City reasonably determines that Service Provider fails or has failed to meet its obligations under this Section.
14. Proprietary Rights.
- 14.1 Pre-existing Materials. City acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.
- 14.2 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.
- 14.3 The provisions of this Section shall survive the termination of this Agreement.
15. Indemnification; Limitation of Liability; Insurance.
- 15.1 General Indemnification. To the maximum extent permitted by law, Service Provider agrees to indemnify, defend, and hold harmless City and its elected officials, officers, directors, agents, attorneys and employees (each, an "Indemnatee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnatee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; or, (d) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnatee.

To the maximum extent permitted by law, Service Provider shall indemnify, defend and

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hold each of the Indemnitees free and harmless, and pay reasonable attorneys' fees and costs, with respect to any and all Claims to the extent arising out of, related to, or incurred in connection with any destruction, or unauthorized access, use, or theft of City Data (collectively, "cyber theft") provided, however, that Service Provider's liability for cyber theft shall be limited to the cyber liability insurance policy limits set forth in this Agreement.

15.2 Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that City is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for City the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by City; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to City any prepaid fees and the full cost associated with any Transition Services.

15.3 Indemnification Procedures. Promptly after receipt by City of a threat, notice, or filing of any Claim against an Indemnitee, City shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve

Service Provider of any liability it may have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and City shall not independently defend or respond to a Claim; provided, however, that: (a) City may defend or respond to a Claim, at Service Provider's expense, if City's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) City shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, City shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse City for all reasonable out-of-pocket costs incurred by City (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

15.4 Third-Party Beneficiaries. Nothing, express or implied, in this Agreement is intended to benefit, or to create or be construed to create any rights of

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enforcement in any persons or entities who are neither signatories to this Agreement nor Indemnitees.

15.5 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

15.6 Insurance. Unless otherwise approved in writing by City's risk manager, Service Provider shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly admitted and qualified in California covering the operations of Service Provider, pursuant to this Agreement: commercial general liability (\$1,000,000 per occurrence, \$2,000,000 aggregate); excess liability (\$2,000,000 per occurrence, \$2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability (\$500,000 per accident); cyber liability (\$2,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data; (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data; and professional liability (\$1,000,000 per occurrence, \$1,000,000 aggregate). Any of the foregoing policy limits shall be subject to modification by the City's risk manager upon thirty (30) days prior, written notice to Service Provider, and at any time prior to commencement of the Services.

The Indemnitees shall be named as additional insureds in the commercial general, cyber, and excess liability policies which shall contain standard cross liability clauses. Service Provider shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policies shall be primary without right of contribution from any Indemnatee, and Service Provider waives all rights of subrogation with respect to said policies. Such policies shall require that City be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. City shall have the right to request an

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adjustment of the limits of liability for commercial general, cyber, and excess liability, and/or professional liability insurance as Service Provider's exposure to City increases. Service Provider shall provide City with certificates of insurance and original endorsements, evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide City with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution.

16. General.

16.1 Relationship between City and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for City or in any way to bind or to commit City to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of City. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of City. In recognition of Service Provider's status as an independent contractor, City shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. City shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of City.

16.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the County of Orange, State of California, in all questions and controversies arising out of this Agreement.

16.3 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.

16.4 Compliance with Laws; City Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with City policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.

16.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish

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its obligations and responsibilities hereunder. Service Provider will cooperate with any City supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to City, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

16.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of City Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for City to access or use the Services. Within thirty (30) calendar days following the

Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to City upon City's request. The Business Continuity Plan shall include: (a) Services and City Data backup and recovery procedures, including procedures and resources for disaster recovery; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to City upon City's request.

16.7 Advertising and Publicity. Service Provider shall not refer to City directly or indirectly in any advertisement, news release, or publication, or use any City logo, seal or mark, without prior written approval from City.

16.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

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16.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

City
City of Brea
1 Civic Center Circle
Brea, CA 92821

Service Provider
SMART Compliance
6625 N Calle Eva Miranda, Suite A
Irwindale, CA 91702

Francesca Vivanti
Francescav@cityofbrea.gov
(714) 671-4411

Judi Gregory
info@smart1383.com
(855) 724-1383 ext. 700

16.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is affected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of City. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. Service Provider shall not subcontract performance of any of the Services without City's prior, written, consent. City, at City's sole election, may assign any and all of its rights and obligations under this Agreement to any company that succeeds to substantially all of City's business.

16.11 Time is of the Essence. Time is of the essence in every provision of this Agreement in which time for performance is a factor.

16.12 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

16.13 Entire Agreement. This Agreement and any and all attached exhibits, each of which is incorporated by reference herein, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between City and Service Provider as to the subject matter hereof. No representation or promise not expressly set forth herein shall be binding. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions contained in any exhibit hereto. This Agreement may only be amended by an instrument in writing signed by the parties.

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This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

16.14 Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

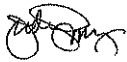
[SIGNATURES ON FOLLOWING PAGE]

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TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

SMART Compliance

By:  _____

Judi Gregory

CEO

info@smart1383.com

By: _____

{ConSigner2Name}

{ConSigner2Title}

{ConSigner2Email}

Date Signed: _____

Date Signed: _____

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

By: _____

Blair Stewart

Mayor

blairs@cityofbrea.gov

Attest (if over \$25,000)

By: _____

Victoria Popescu

City Clerk

victoriap@cityofbrea.gov

Date Signed: _____

Date Signed: _____

SOFTWARE AS A SERVICE AGREEMENT

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EXHIBIT A

Contract Term: Five (5) Years. Three Year Agreement with two (2) one-year extensions

Scope of Work

In an effort to continue to improve upon SB 1383 requirements, the City of Brea is requesting proposals to provide an SB 1383 compliant record keeping and reporting system to track and monitor its SB 1383 Implementation and Program Records as well as other State solid waste and recycling requirements. The City of Brea seeks a specialized software platform to manage SB 1383 compliance, specifically for route review inspections, edible food recovery outreach and inspections, data analytics, photo documentation, enforcement recordkeeping, and jurisdictional reporting as required by CalRecycle. Proposed systems shall meet current and future CalRecycle SB 1383 Implementation and Record Keeping Requirements in addition to the items noted below.

Implementation of the SB 1383 Implementation Record and program tracker includes:

- Configuring data import process to align with City and City's franchise waste hauler data and SB 1383 programs
- Importing initial compliance records from record keeping systems
- Setting up user accounts and permissions
- Customizing database fields to meet SB 1383 record keeping and reporting needs

Program Tracker System shall at a minimum include:

- Commercial, multi-family and residential generator database for tracking:
 - Service levels
 - Number, types of bins, pick-up frequency
 - Contact information
 - AB 1826 & AB 341 compliance
 - SB 1383 compliance
 - Implementation Records Storage
 - Ongoing Compliance and Monitoring Records storage
 - Recovered Organic Waste Product (ROWP) tracking
 - Ability to track and monitor waivers
 - Notes
 - Log/history of activity
- Ability to upload, track, log and pull reports of all education and outreach activities including:
 - Various types of media, including but not limited to print, electronic, and events.
 - Types of outreach
 - Social Media Impressions
- Software features to schedule and track outreach to commercial/multi-family/industrial generators, inspections, monitoring, enforcement including:
 - Site Visits

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- Phone Calls
 - Emails
 - Photos taken
 - Task lists and calendars
 - Task reminders & summaries
 - Scheduling
 - Email notifications
 - Tracking of customer interactions
 - Ability to log/track general correspondence not associated with a generator
- Log route audits/route reviews
 - Integration with ArcGIS and Survey123.
 - Route reviews/contamination inspections to automatically populate to the City's Implementation Record, including a copy of the generator outreach and photos.
 - Level of contamination
 - Compliance/Violation Tracking
 - Prior or current Notices of Violations
 - Notes
 - Education and outreach material left behind
 - Any supporting documentation
- Edible Food Recovery
 - Integrates with Edible Food Recovery Organization software system records and inspections
 - Built-in inspections for edible food generators, food recovery organizations, self-haulers, and organic generators
- Customization of standard forms and reports to meet reasonable program needs and SB 1383 Requirements, such as:
 - Tracking local programs and pilot projects
 - Environmental Programs & Modules can include Stormwater, Household Hazardous Waste (HHW), Hauler Manager, Construction & Demolition (C&D)
 - Tracking compliance with state, regional and/or local ordinances
 - Complex customization projects necessitating new forms and/or reports may require additional professional services. Any additional consulting, training, development, configuration, development and/or integration services may be out of scope and subject to Company agreeing to provide such services pursuant to a change order
 - Ability to pull data for various CalRecycle reports including Electronic Annual Report (EAR)
 - Built-in system for notice of violation and penalty tracking
 - Built-in organic hauler management system including permit and compliance tracking
 - Photo documentation and audit trails

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- Built-in customized City letters and templates (waiver form, compliance letter, inspection feedback, notice of violation, citation, right-sizing form, program descriptions)
 - Jurisdictional reporting exports aligned with CalRecycle templates
 - Custom KPI dashboards and analytics
 - Predeveloped annual compliance desk audit report that complies with the regulatory requirements of SB 1383 to perform an annual compliance review of all generators with 2+ cubic yards of solid waste
 - Integrated online complaint and waiver forms
- Reports in list and/or graph format, with ability to search, sort and filter, and to export to Excel, PDF, or image file
 - Cloud-based database that syncs data across all users in real time
 - Gravity Forms and Gravity Views on WordPress, allowing the City to manage resident-submitted inspection data, scheduling, and analytics dashboards in a fully hosted environment
 - Web-based application, with mobile app for iOS and Android
 - Secure web hosting with weekly backups
 - Daily Help and Technology Support (Monday-Friday)
 - Custom Voice and Chat AI Agents
 - Unlimited users (Internal and External)

Data Import includes:

- Hauler customer data inputs shall be uploaded at least biannually
- Processing and importing a single-tab Excel worksheet or CSV file
 - Data template provided to upload customer data
- For service record data imports:
 - Importing new accounts, identifying possibly closed accounts and service-level changes
 - Updating generator compliance statuses to align with new data

End of this Exhibit

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Attachment 1 to Exhibit A

CONSULTANT'S PROPOSAL AND FEE SCHEDULE

(attached)

SOFTWARE AS A SERVICE AGREEMENT

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REQUEST FOR PROPOSALS

SB 1383 Recordkeeping Software Services

2025.06.02.01

STANDARD FORM I

PRICE FORM

(Proposer's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements. Attach additional pages if necessary.

Please note that pricing Must Be All-Inclusive. ***EACH PROPOSAL MUST BE INCLUSIVE OF ALL COSTS TO PERFORM THE REQUIRED SERVICES.*** Any and all costs of labor, transportation, materials, software, equipment, proprietary licenses, and any and all other fees, costs, taxes, insurance, and expenses necessary to comply with the requirements of this RFP and to provide the Services, must be included in the proposal price.

Tasks	Description	Rate
1	System Setup / No charge	\$0
2	3-year system subscription	\$60,000.00
3	Each additional annual renewal / Cost for year 4	\$20,000.00
4	Each additional annual renewal / Cost for year 5	\$20,000.00
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
Proposal Total Costs (add above lines)		\$100,000.00

Additional comments/remarks:

SMART is not charging for system setup, typically a cost of \$4995. The total cost for the initial subscription is \$60,000 for three years and annual renewals are at a rate of \$20,000 each.

DIVIDER SHEET

TO: The Honorable Mayor and City Council

SUBJECT: Approve the 3rd Amendment of Memorandums of Understanding (MOUs) with the Gateway Region Integrated Water Management Joint Powers Authority (GWMA) to prepare and implement Watershed Management Programs (WMPs) and Coordinated Integrated Monitoring Programs (CIMPs) for the Lower Los Angeles River, the Los Cerritos Channel and the Lower San Gabriel River Watersheds

BACKGROUND

The City of Lakewood is in three (3) separate drainage watersheds: the Lower Los Angeles River (LLAR) Watershed, the Los Cerritos Channel (LCC) Watershed and the Lower San Gabriel (LSGR) Watershed and, thus, the storm drain system that services the City drains to these three watersheds. The Municipal Separate Storm Sewer System (MS4) Permit requires that Lakewood along with other cities located within these watersheds develop WMPs and CIMPs for each watershed. This multi-agency approach in obtaining compliance has been more cost effective rather than addressing these regulatory requirements separately.

In 2013, MOUs formalized the agreements among the participating watershed cities to complete these program studies and in June 2015, the City entered the first amendment to the MOU for the duration of five (5) years, in 2020 the City entered into a second amendment, which extended the length of the agreement for an additional five (5) years to 2025 and this third amendment would extend the agreement until 2030 for all three (3) MOU's.

LOWER LOS ANGELES RIVER (LLAR) WATERSHED

The City of Lakewood has been participating with seven (7) other cities/agencies (Downey, Lynwood, Long Beach, Paramount, Signal Hill and South Gate and the Los Angeles County Flood Control District (LACFCD), as part of the Lower Los Angeles River (LLAR) Watershed Committee.

LOS CERRITOS CHANNEL (LCC) WATERSHED

The City of Lakewood has been participating with seven (7) other cities/agencies (Bellflower, Cerritos, Downey, Long Beach, Paramount and Signal Hill and the LACFCD), as part of the Los Cerritos Channel Watershed Committee (LCC Committee).

LOWER SAN GABRIEL RIVER (LSGR) WATERSHED

The City of Lakewood has been participating with 13 other cities/agencies (Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier and the LACFCD), as part of the Lower San Gabriel River Watershed Committee (LSGR Committee).

Key elements for the Amendment of all three (3) MOU's for the LLAR, LCC, and LSGR include the following:

- Implementation of the WMP and CIMP;
- Does not include any construction of regional BMP projects;
- Outlines a process for invoicing and payments by the members of the watershed group; and
- The term of the MOU is September 30, 2030, unless it is terminated earlier.
- GWMA will remain as the administering agency.

FISCAL IMPACT

The implementation of WMPs and CIMPs for the LLAR, the LCC and the LSGR watersheds will be multi-city efforts. Cities in each watershed are assessed costs based on the cost sharing formulas, as detailed in the respective 3rd Amendment to the MOUs. The annual contribution for these MOU amendments will vary depending on the required monitoring and special studies needed to comply with the MS4 Permit. Exhibit B for each watershed is the cost share table for the MOU Amendment. The following estimated budget for FY 2025/26 is as follows:


Watershed	Regional Cost for WMP FY 25-26	Lakewood's Share FY 25-26
Lower Los Angeles River	\$805,343	\$ 10,887
Los Cerritos Channel	\$842,854	\$205,992
Lower San Gabriel River	\$801,563	\$ 21,858
TOTAL		\$238,737

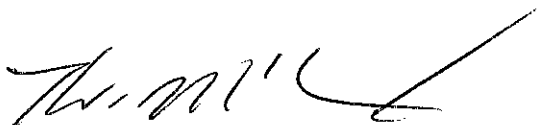
The City of Lakewood's annual contribution for implementation for the three (3) WMPs is \$218,374. Funds are allocated from the City's Local Safe Clean Water Program Measure W Fund.

RECOMMENDATION

Staff recommends that City Council:

1. Approve the Amendment No. 3 to the MOU with Gateway Water Management Authority "GWMA" for the implementation of the WMP and CIMP for the Lower Los Angeles River - Reach 1 Watershed in a form approved by the City Attorney and authorize signature by the Mayor.
2. Approve the Amendment No. 3 to the MOU with Gateway Water Management Authority "GWMA" for the implementation of the WMP and CIMP for the Los Cerritos Channel Watershed in a form approved by the City Attorney and authorize signature by the Mayor.
3. Approve the Amendment No. 3 to the MOU with Gateway Water Management Authority "GWMA" for the implementation of the WMP and CIMP for the Lower San Gabriel River Watershed in a form approved by the City Attorney and authorize signature by the Mayor.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF BELLFLOWER,
CERRITOS, DOWNEY, LAKEWOOD, LONG BEACH, PARAMOUNT, AND SIGNAL HILL, AND
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

**FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED
MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM AS
REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION,
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE
STORM SEWER SYSTEM PERMIT ORDER NO. R4-2021-0105 MUNICIPAL SEPARATE
STORM SEWER SYSTEM**

This **THIRD AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill (“Cities”), and the Los Angeles County Flood Control District (“LACFCD”):

1. Recitals. This **THIRD AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Third Amendment, the term “Watershed Permittees” shall mean the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the “Parties”; and

C. The Los Cerritos Watershed Group (“Group”) is the technical committee comprised of one representative from each of the Watershed Permittees.

D. On December 6, 2013, the Parties entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and a Coordinated Integrated Monitoring Program (“CIMP”), collectively the “Plans,” as required by the Regional Water Quality Control Board, Los Angeles Region (“Regional Board”), National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MS4 Permit”); and

E. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain provisions of the MS4 Permit; and

F. In 2021, the Regional Board re-adopted the MS4 Permit by Order No. R4-2021-0105. This version of the MS4 Permit included similar WMP and CIMP provisions; and

G. The Watershed Permittees are implementing the Plans in accordance with the MS4 Permit; and

H. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

I. On April 17, 2015, the Parties entered into the First Amendment to the MOU in order to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each Party's cost share allocations; and

J. On July 9, 2020, the Parties entered into the Second Amendment to the MOU in order to (1) extend the MOU's term through September 30, 2025; (2) incorporate GWMA's administrative cost recovery program into the MOU; and (3) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval; and

K. The Parties now desire to amend the MOU to extend the MOU's term through September 30, 2030.

NOW, THEREFORE, the Parties agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-K of Section 1 of this Third Amendment, which are set forth above and incorporated herein as though set forth in full.

3. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2030, unless sooner terminated as provided herein."

4. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and First and Second Amendments shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY

Adriana Figueroa
GWMA Chair

Nicholas R. Ghirelli
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELLFLOWER
City Manager
16600 Civic Center Drive
Bellflower, CA 90706

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF CERRITOS
City Manager
P.O. Box 3130
Cerritos, CA 90703-3130

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
City Manager
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

By: _____
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PARAMOUNT
City Manager
16400 Colorado Avenue
Paramount, CA 90723

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SIGNAL HILL
City Manager
2175 Cherry Avenue
Signal Hill, CA 90602

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works

By: _____
Chief Engineer

APPROVED AS TO FORM:

Dawyn R Harrison
County Counsel

Deputy

A	B	C	D	E	F	G	H	I	J	K	L	M
Agencies	Attn:	Cost Share Percentage Allocation	Calculated Cost Share	1/7 Equal Cost Share Among Cities (10%)	Sub-Total (D+E)	Direct Admin Percentage	GWMA Admin Fee (All Agencies)	Indirect Admin Percentage	GWMA Indirect Admin Fee (Non-Members Only)	Sub-Total (F+H+J)	FY 24/25 CASQA Membership Fee	Estimated Amount for FY 24/25 (K+L)
City of Bellflower	Len Gorecki	16.45%	\$110,293.15	\$10,636.00	\$120,929.15	3%	\$3,627.87	0%	\$0.00	\$124,557.02	\$806.54	\$125,363.56
City of Cerritos	Alvin Papa	0.34%	\$2,778.23	\$10,636.00	\$12,914.23	3%	\$387.43	0%	\$0.00	\$13,301.66	\$16.66	\$13,318.32
City of Downey	Dan Mueller	1.43%	\$9,581.97	\$10,636.00	\$20,217.96	3%	\$606.54	0%	\$0.00	\$20,824.50	\$70.07	\$20,894.57
City of Lakewood	Konya Vivanti	28.06%	\$188,021.01	\$10,636.00	\$198,657.00	3%	\$5,959.71	0%	\$0.00	\$204,616.71	\$1,374.94	\$205,991.65
City of Long Beach	Keith Hoey	44.02%	\$294,963.82	\$10,636.00	\$305,599.81	3%	\$9,167.99	0%	\$0.00	\$314,767.80	\$2,156.98	\$316,924.78
City of Paramount	Adriana Figueroa	6.59%	\$44,157.46	\$10,636.00	\$54,793.46	3%	\$1,643.80	0%	\$0.00	\$56,437.26	\$322.91	\$56,760.17
City of Signal Hill	Thomas Bekele	3.10%	\$20,772.10	\$10,636.00	\$31,408.10	3%	\$942.24	0%	\$0.00	\$32,350.34	\$151.90	\$32,502.24
LACFD	Fred Gonzales				\$39,697.60	5%	\$1,984.88	3.76%	\$1,492.63	\$43,175.11	\$0.00	\$43,175.11
LA County (Unincorporated Areas)	Thuan Nguyen				\$25,674.69	5%	\$1,283.73	3.76%	\$965.37	\$27,923.79	\$0.00	\$27,923.79
		100.00%	\$670,067.74	\$74,451.97	\$809,892.00		\$25,604.19		\$2,458.00	\$837,954.19	\$4,900.00	\$842,854.19

FY2025-26 Budget (minus FY 25/26 CASQA fee)	\$ 809,892.00
GWMA Direct & Indirect Admin Fee	\$ 28,062.19
Total (minus CASQA fee and credits)	\$ 837,954.19

NOTES:

- The approved LCC FY 25/26 Budget of \$814,792 included FY 25/26 CASQA Membership Fee of \$4900. CASQA Membership Fee for FY 25/26 is to be split amongst the cities only.
- LACFD's fee is 5% of the FY 25/26 budget (not including CASQA membership) minus \$15,940 for project related costs. (Therefore, 5% of \$793,952).
- Unincorp. County's Fee is 5% of CIMP Estimated Cost of \$484,430 plus it's Proportional Share Cost (\$299.98 per \$100,000) for CIMP.

GWMA Admin and Indirect Rates applied above:	
GWMA Members Admin Fee	3%
GWMA Non-Members Admin Fee	5%
GWMA Indirect Fee (for Non-members o	3.76%

Approved by:

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF DOWNEY,
LAKEWOOD, LYNWOOD, PARAMOUNT, PICO RIVERA, SIGNAL HILL, SOUTH GATE,
LONG BEACH, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A
WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED
MONITORING PROGRAM AS REQUIRED BY THE REGIONAL WATER QUALITY
CONTROL BOARD, LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT
ORDER NO. R4-2021-0105 MUNICIPAL SEPARATE STORM SEWER SYSTEM**

This **THIRD AMENDMENT** to the memorandum of understanding ("MOU") is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, the Cities of Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach ("Cities"), and the Los Angeles County Flood Control District ("LACFCD"):

1. Recitals. This **THIRD AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Third Amendment, the term "Watershed Permittees" shall mean the Cities of Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the "Parties"; and

C. On August 1, 2013, the Parties entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program ("WMP") and a Coordinated Integrated Monitoring Program ("CIMP"), collectively the "Plans" as required by the Regional Water Quality Control Board, Los Angeles Region ("Regional Board"), National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System ("MS4 Permit"); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain provisions of the MS4 Permit; and

E. In 2021, the Regional Board re-adopted the MS4 Permit by Order No. R4-2021-0105. This version of the MS4 Permit included similar WMP and CIMP provisions; and

F. The Watershed Permittees are implementing the Plans in accordance with the MS4 Permit; and

G. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

H. The Parties entered into the First Amendment to the MOU in order to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each Party's cost share allocations; and

I. On July 9, 2020, the Parties entered into the Second Amendment to the MOU in order to: (1) extend the MOU's term through September 30, 2025; (2) clarify that funding collected through this MOU may be used for regional BMP projects agreed to by the Watershed Permittees; (3) incorporate GWMA's administrative cost recovery program into the MOU; and (4) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval; and

J. The Parties now desire to amend the MOU to extend the MOU's term through September 30, 2030.

NOW, THEREFORE, the Parties agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-J of Section 1 of this Third Amendment, which are set forth above and incorporated herein as though set forth in full.

3. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2030, unless sooner terminated as provided herein."

4. **Exhibit "B"** ("Annual Average Cost Sharing Formula beginning FY July 1, 2025") attached hereto and incorporated herein as though set forth in full shall replace **"Exhibit "B"** ("Cost Sharing Formula") previously adopted under the Second Amendment.

5. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and the First and Second Amendments shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Adriana Figueroa
GWMA Chair

Nicholas R. Ghirelli
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
City Manager
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

By: _____
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LYNWOOD
City Manager
11330 Bullis Road
Lynwood, CA 90262

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PICO RIVERA
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PARAMOUNT
City Manager
16400 Paramount Blvd
Paramount, CA 90723

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SOUTH GATE
City Manager
8650 California Avenue
South Gate, CA 90280

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SIGNAL HILL
City Manager
2175 Cherry Avenue
Signal Hill, CA 90602

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk-Treasurer

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works

By: _____
Chief Engineer

APPROVED AS TO FORM:

Dawyn R Harrison
County Counsel

Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2025

Agency	Area (sq. mile)	Cost Share Percentage	90% of Average Cost (after Deducting LACFCD's Cost) Proportioned Based on Area	10% of Average Cost (after Deducting LACFCD's Cost) Proportioned Equally	Total Average Annual Cost*
Downey	5.54	12.67%	\$87,919.25	\$9,637.73	\$97,556.98
Lakewood	0.08	0.18%	\$1,249.05	\$9,637.73	\$10,886.78
Long Beach	19.22	43.96%	\$305,045.80	\$9,637.73	\$314,683.53
Lynwood	4.84	11.07%	\$76,816.58	\$9,637.73	\$86,454.32
Paramount	3.12	7.14%	\$49,545.66	\$9,637.73	\$59,183.39
Pico Rivera	2.36	5.40%	\$37,471.50	\$9,637.73	\$47,109.24
Signal Hill	1.21	2.77%	\$19,221.49	\$9,637.73	\$28,859.23
South Gate	7.35	16.81%	\$116,647.40	\$9,637.73	\$126,285.14
LACFCD (5% of total)		---	\$34,324.40	--	\$34,324.40
Total	43.72	100.00%	\$728,241.14	\$77,101.86	\$805,343.00

* Does not include GWMA Administrative Fee and Indirect Administrative Fee (approved by GWMA Board annually).

Notes:

- The LLAR Watershed Group will determine and approve a budget each year for the following fiscal year necessary to comply with the MS4 permit(s).
- The average Watershed budget for the next four years is anticipated to range between \$765,075 and \$926,144, (Average = \$845,610) depending on the potential for a new regional MS4 Permit to go in effect, plus GWMA administrative fees. The current MS4 Permit is scheduled to expire on September 11, 2026. The watershed budgets may be higher if reassessments of the Watershed Management Program (WMP), the Coordinated Integrated Monitoring Program (CIMP), and the Reasonable Assurance Analysis (RAA) are required for the new Permit.
- Other agencies may participate upon approval of cost sharing agreements by the LLAR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LLAR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.
- LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF ARTESIA, BELLFLOWER, CERRITOS, DIAMOND BAR, DOWNEY,
HAWAIIAN GARDENS, LA MIRADA, LAKEWOOD, NORWALK, PICO RIVERA, SANTA
FE SPRINGS, WHITTIER, LONG BEACH, AND THE LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A
WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED
MONITORING PROGRAM AS REQUIRED BY THE REGIONAL WATER QUALITY
CONTROL BOARD, LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT
ORDER NO. R4-2021-0105 MUNICIPAL SEPARATE STORM SEWER SYSTEM**

This **THIRD AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, Long Beach (“Cities”), and the Los Angeles County Flood Control District (“LACFCD”):

1. Recitals. This **THIRD AMENDMENT** is made with respect to the following facts and purposes:

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C. On August 1, 2013, the Parties entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, Long Beach, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and Coordinated Integrated Monitoring Program (“CIMP”), collectively the “Plans,” as required by the Regional Water Quality Control Board, Los Angeles Region (“Regional Board”), National Pollutant Discharge

Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System ("MS4 Permit"); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain provisions of the MS4 Permit; and

E. In 2021, the Regional Board re-adopted the MS4 Permit by Order No. R4-2021-0105. This version of the MS4 Permit included similar WMP and CIMP provisions; and

F. The Watershed Permittees are implementing the Plans in accordance with the MS4 Permit; and

G. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

H. The Parties entered into the First Amendment to the MOU in order to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each Party's cost share allocations; and

I. On July 9, 2020, the Parties entered into the Second Amendment to the MOU in order to: (1) extend the MOU's term through September 30, 2025; (2) clarify that funding collected through this MOU may be used for the regional BMP projects agreed to by the Watershed Permittees; (3) incorporate GWMA's administrative cost recovery program into the MOU; and (4) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval; and

J. The Parties now desire to amend the MOU to extend the MOU's term through September 30, 2030.

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"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2030, unless sooner terminated as provided herein."

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5. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and the First and Second Amendments shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Adriana Figueroa
GWMA Chair

Nicholas R. Ghirelli
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF ARTESIA
City Manager
18747 Clarkdale Avenue
Artesia, CA 90701

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELLFLOWER
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF CERRITOS
City Manager
P.O. Box 3130
Cerritos, CA 90703-3130

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DIAMOND BAR
City Manager
21810 Copley Drive
Diamond Bar, CA 91765

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF HAWAIIAN GARDENS
City Manager
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LA MIRADA
City Manager
13700 La Mirada Blvd
La Mirada, CA 90638

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT**
to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
City Manager
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF NORWALK
City Manager
12700 Norwalk Blvd
Norwalk, CA 90650

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PICO RIVERA
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SANTA FE SPRINGS
City Manager
11710 Telegraph Road
Santa Fe Springs, CA 90670

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF WHITTIER
City Manager
13230 Penn Street
Whittier, CA 90602

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk-Treasurer

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works

By: _____
Chief Engineer

APPROVED AS TO FORM:

Dawyn R Harrison
County Counsel

Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2025

Agency	Area (sq. mile)	Cost Share Percentage	90% of Average Cost (after Deducting LACFCD's Cost) Proportioned Based on Area	10% of Average Cost (after Deducting LACFCD's Cost) Proportioned Equally	Total Average Annual Cost*
Artesia	1.62	1.85%	\$12,777.67	\$5,903.29	\$18,680.96
Bellflower	1.90	2.17%	\$14,987.86	\$5,903.29	\$20,891.15
Cerritos	8.82	10.09%	\$69,690.10	\$5,903.29	\$75,593.39
Diamond Bar	14.89	17.03%	\$117,623.63	\$5,903.29	\$123,526.92
Downey	6.62	7.57%	\$52,284.84	\$5,903.29	\$58,188.13
Hawaiian Gardens	0.96	1.10%	\$7,597.53	\$5,903.29	\$13,500.82
La Mirada	7.84	8.97%	\$61,954.43	\$5,903.29	\$67,857.72
Lakewood	2.02	2.31%	\$15,954.82	\$5,903.29	\$21,858.11
Long Beach	3.34	3.82%	\$26,384.16	\$5,903.29	\$32,287.45
Norwalk	9.76	11.16%	\$77,080.43	\$5,903.29	\$82,983.72
Pico Rivera	6.14	7.02%	\$48,486.08	\$5,903.29	\$54,389.36
Santa Fe Springs	8.88	10.15%	\$70,104.51	\$5,903.29	\$76,007.80
Whittier	14.66	16.76%	\$115,758.78	\$5,903.29	\$121,662.07
LACFCD (5% of total)		---	\$34,135.40	--	\$34,135.40
Total	87.45	100.00%	\$724,820.24	\$76,742.76	\$801,563.00

* Does not Include GWMA Administrative Fee and Indirect Administrative Fee (approved by GWMA Board annually).

Notes:

- The LSGR Watershed Group will determine and approve a budget each year for the following fiscal year necessary to comply with the MS4 permit(s).
- The average Watershed budget for the next four years is anticipated to range between \$656,984.85 and \$795,297.45, (Average = \$726,141.15) depending on the potential for a new regional MS4 Permit to go in effect, plus GWMA administrative fees. The current MS4 Permit is scheduled to expire on September 11, 2026. The watershed budgets may be higher if reassessments of the Watershed Management Program (WMP), the Coordinated Integrated Monitoring Program (CIMP), and the Reasonable Assurance Analysis (RAA) are required for the new Permit.
- Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.
- LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.

DIVIDER SHEET

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Cooperative Agreement between the Cities of Cerritos and Lakewood for the Installation of a Rectangular Rapid Flashing Beacon at the intersection of Del Amo Boulevard and Claretta Avenue

INTRODUCTION

It is recommended that Council enter into a cooperative agreement with the city of Cerritos for the installation of a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of Del Amo Boulevard and Claretta Avenue. The Cities of Lakewood and Cerritos share the intersection at Del Amo Boulevard and Claretta Avenue. This location currently features a yellow ladder-style crosswalk and pedestrian signage but lacks active traffic control. The proposed installation would provide visual reinforcement for pedestrian right-of-way, particularly during school hours, peak traffic periods, and evening visibility conditions.

STATEMENT OF FACT

Following coordination with the city of Cerritos, staff recommend implementing an RRFB at this location as part of Lakewood's current Annual Streets and Alley Resurfacing - PW Project 25-11. The RRFB would be installed under a Cooperative Agreement with the City of Cerritos. The city of Lakewood would serve as lead agency for design and installation. Cerritos would assume responsibility for ongoing operation and maintenance, with costs shared equally between both cities. The city of Cerritos would bill the city of Lakewood annually for its share of the operations and maintenance costs. This partnership allows for cost-effective delivery and timely installation of the RRFB system.


FISCAL IMPACT


The total estimated cost for the RRFB installation is \$110,000, which includes design, construction, inspection, and contingency. The Cities would share in the cost equally. Funding for design is available as part of the city's existing on-call agreement with Willdan, Inc. under an existing task order for traffic services. Funding for materials and installation is available under the city's existing contract with Hardy and Harper, Inc., currently performing Annual Streets and Alley Resurfacing - PW Project 25-11.

RECOMMENDATION

Staff recommend that the City Council:

1. Authorize the City Manager to approve and execute the Interagency Cooperative Agreement with the City of Cerritos for the installation of a RRFB at the intersection of Del Amo Boulevard and Claretta Avenue.


Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager

INTERAGENCY COOPERATIVE AGREEMENT FOR INSTALLATION OF RECTANGULAR RAPID
FLASHING BEACON (RRFB) ON DEL AMO BOULEVARD

THIS AGREEMENT, made and entered into this __th day of September 2025, by and between the Cities of Cerritos and Lakewood, California, municipal corporations, hereinafter referred to as "CERRITOS" and "LAKEWOOD."

WITNESSETH

WHEREAS, CERRITOS and LAKEWOOD share a municipal border along Del Amo Boulevard between Norwalk Boulevard and Bloomfield Avenue; and

WHEREAS, Del Amo Boulevard is a major arterial street running east-west, with the southern half-width of this street being in LAKEWOOD, and the remaining northern half-width being in CERRITOS; and

WHEREAS, CERRITOS and LAKEWOOD recognize the need to enhance pedestrian safety at designated crossings through the installation of Rectangular Rapid Flashing Beacons (RRFBs); and

WHEREAS, CERRITOS and LAKEWOOD have jointly proposed to design pedestrian safety improvements at the Intersection of Del Amo Boulevard and Claretta Avenue, including but not limited to a RRFB, striping, etc., as shown on Exhibit "A" attached hereto and herein referred to as "PROJECT;" and

WHEREAS, it is in the best public interest that the PROJECT be accomplished by LAKEWOOD under a contract participated in by CERRITOS; and

NOW, THEREFORE, it is agreed between CERRITOS and LAKEWOOD as follows:

I. LAKEWOOD agrees to:

- A. Submit engineering design proposal and construction estimate received by LAKEWOOD to CERRITOS for its concurrence in the award of contract for PROJECT.
- B. Invoice CERRITOS for the work done related to the PROJECT as set forth herein.
- C. Require the engineering design firm and any contractor awarded the PROJECT work to obtain insurance coverage for LAKEWOOD and CERRITOS as required by the contract documents, but in no event shall said coverage be less than the minimum required by LAKEWOOD, and naming both LAKEWOOD and CERRITOS as additional insureds.
- D. Coordinate, prepare or cause to be prepared all plans and specifications required for PROJECT; the cost of which is to be borne by LAKEWOOD, as set forth in Sections II and III, respectively.
- E. Ensure that all plans and specifications are signed, dated, and sealed by a traffic engineer who is currently licensed and registered in the State of California, and

to submit said plans and specifications to CERRITOS Director of Public Works / City Engineer, and obtain his/her approval for the award.

- F. Perform all necessary public outreach in coordination with CERRITOS, including but not limited to:
 - a. Notify adjacent residents, businesses, and nearby schools of construction activities that may impact access or generate noise, dust, or other disruption a minimum of ten working days prior to construction;
 - b. Coordinate directly with adjacent residents, businesses, and nearby schools regarding long-term traffic impacts related to the roadway design changes;
 - c. Provide CERRITOS with copies of outreach materials for review and concurrence no less than ten (10) working days prior to distribution;
 - d. Maintain a contact number and email for public inquiries throughout the duration of the PROJECT.

II. CERRITOS agrees to:

- A. Designate, and hereby so designates, LAKEWOOD as the lead agency for the purpose of accomplishing PROJECT.
- B. Pay LAKEWOOD for CERRITOS SHARE, which shall be fifty percent (50%) of design and construction costs, including construction engineering, inspection and administration costs, for the work performed within and for CERRITOS; such that CERRITOS' proportionate share of the PROJECT is pavement, traffic appurtenances, etc. ("CERRITOS SHARE"), excluding landscaping and irrigation.
- C. Make final payment to LAKEWOOD for the full amount of the CERRITOS SHARE of fifty percent (50%) within sixty (60) days after receiving invoice.

III. IT IS MUTUALLY AGREED that:

- A. After it opens bids and awards a contract to the lowest responsible bidder for the PROJECT, LAKEWOOD shall transmit a tabulation of bids and award of contract to CERRITOS' City Engineer.
- B. Any contract changes deemed necessary or advisable by LAKEWOOD may be executed by LAKEWOOD, except that any changes, including but not limited to costs, which may affect the work in CERRITOS shall first be approved by CERRITOS within ten (10) working days after receipt of such change.
- C. Within forty-five (45) days after completion and acceptance of the work by LAKEWOOD, its City Engineer shall notify CERRITOS, in writing, of the dates thereof and the probable date that final accounting of the CERRITOS SHARE will

be submitted. If outstanding charges (such as Contractor's claims and liens) delay the final accounting, LAKEWOOD shall so advise CERRITOS; but in any event, a final accounting of the CERRITOS SHARE shall be presented within ninety (90) days from the date of completion of the work.

- D. CERRITOS shall have the right to review all invoices, warrants and other related documents used in preparing the final accounting. Final accounting shall include itemized costs, copies of invoices, and a summary of expenditures attributable to CERRITOS SHARE.
- E. CERRITOS and LAKEWOOD shall cooperate to the fullest extent possible in seeing the PROJECT to completion.
- F. Neither CERRITOS nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by LAKEWOOD under or in connection with any work, authority or jurisdiction delegated to CERRITOS under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, LAKEWOOD shall fully indemnify, defend, and hold CERRITOS harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by LAKEWOOD under or in connection with any work, authority or jurisdiction delegated to LAKEWOOD under this Agreement.
- G. Neither LAKEWOOD nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CERRITOS under or in connection with any work, authority or jurisdiction delegated to LAKEWOOD under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CERRITOS shall fully indemnify, defend, and hold LAKEWOOD harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by CERRITOS under or in connection with any work, authority or jurisdiction delegated to CERRITOS under this Agreement.
- H. This Agreement represents the entire understanding of the parties hereto as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered or amended except in writing signed by both of the parties hereto.
- I. This Agreement shall become effective on the date first shown above and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers this ____th day of September 2025.

CITY OF CERRITOS
A Municipal Corporation

City Manager

ATTEST:

City Clerk

CITY OF LAKEWOOD
A Municipal Corporation

City Manager

ATTEST:

City Clerk

D I V I D E R S H E E T

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Annual Streets and Alleys Resurfacing Project – Change Order for RTC Equipment for Speed Feedback Signs

INTRODUCTION

On September 9, 2025, City Council authorized a change order with Hardy and Harper for the inclusion of ten (10) speed feedback signs into the project scope in the amount of \$100,000. City staff negotiated a price directly with the manufacturer that will result in 10 percent savings to the project if purchased from RTC Manufacturing, Inc. It is recommended that Council award a purchase order for RTC Manufacturing, Inc., for the purposes of purchasing Radar Speed Feedback Signs and reduce the authorization from funds previously allocated to Hardy and Harper.

STATEMENT OF FACT

In June of 2025, the City Council awarded a contract to Hardy and Harper, Inc. to perform concrete and paving improvements for the Annual Streets and Alley Resurfacing Project. The award included the installation of two (2) city furnished speed feedback signs, however the signs have not yet been purchased by Staff.

On September 9, 2025, Council awarded additional funds in the amount of \$100,000 to Hardy and Harper for the purchase of ten (10) speed feedback signs (two (2) signs listed in the original bid and the eight (8) additional signs) and the installation of the eight (8) additional speed feedback signs not included in the original bid. These eight (8) additional speed feedback signs were added to be compliant with the latest requirements of the Manual for Uniform Traffic Control Devices (MUTCD).

After Staff received authorization, Staff determined the purchase the speed feedback signs directly from RTC Manufacturing, Inc. through a cooperative purchasing agreement would result in a ten percent (10%) savings to the City. Staff is therefore requesting authorization in the amount of \$70,777.95 to purchase these signs from RTC Manufacturing, Inc.

The cost of installation of the additional eight (8) speed feedback signs by Hardy and Harper is \$36,345.70, resulting in a total cost for purchase and installation of \$107,123.65 (\$7,123.65 above the September 9, 2025 change order authorization). Staff will utilize \$7,123.65 from currently available contingency funds in the amount of \$1,732,240 to cover the additional allocation necessary to complete the purchase and installation of all ten (10) speed feedback signs.

FISCAL IMPACT

There is no new fiscal impact. This project is funded with a combination of Measure M, Measure R, RMRA, Proposition C, and exchanged STPL allocations. There are approximately \$1,732,240 currently available within the funds identified for contingency for this project, staff recommend reducing the contingency amount by \$7,123.65 to fund the proposed material purchase.

RECOMMENDATION


Staff recommend that the City Council:

1. Decrease the award to Hardy and Harper, Inc. for the installation of Speed Feedback Signs in the amount of \$63,654.30.
2. Decrease the project contingency by \$7,123.65 for a total approved contingency amount of \$1,725,116.35.
3. Authorize staff to purchase speed feedback signs from RTC Manufacturing, Inc., in the amount of \$70,777.95 for the Annual Streets and Alleys Project, Public Works Project No. 25-11.

Kelli Pickler
Director of Public Works



Thaddeus McCormack
City Manager



Name Ryan Bowman
 Agency City of Lakewood
 Address 6929 Nixon St
 City State Zip Lakewood, CA 90713
 Phone Number(s) (562) 240-8130
 Email Address rbowman@lakewoodca.gov



0825-220BL

8/20/2025
 8:16:23 AM

Please Reference our Quote Number on your PO, thanks.

RTC Part Number	Description	1	Quantity	Customer Price	Total Customer Price
0	Solar Flasher Cabinets		10	\$ -	\$ -
0	Standard Cabinets WITH Guardian		10	\$ -	\$ -
503333GHBK	One Battery Cabinet Including Panel, No. 2 lock, Regulator and Hinge Bracket (All Poles Sizes) 18W"x17H"x14"D With Guardian (24hr cabinet for DFS below)		10	\$ 1,346.00	\$ 13,460.00
0	Regular Solar Panels (50W and 100W are RTC's ONLY standard sizes) Including 4.5" OD Pole Mounting Hardware as Indicated		10	\$ -	\$ -
SP50	50 Watt Solar Panel Assy incl Side of Pole Banding Mount and Wiring		10	\$ 330.00	\$ 3,300.00
0	Non Standard Solar Panels (50W and 100W are RTC's ONLY standard sizes) Will cause extended delivery time		10	\$ -	\$ -
503371IR	Iron Ridge 110 MPH Wind rated Banding Mount (SS Hose Clamp included but regular Banding not included)		10	\$ 154.00	\$ 1,540.00
0	Batteries		10	\$ -	\$ -
500645AGMI	110 Amp Hour AGM Battery Interstate		10	\$ 373.00	\$ 3,730.00
0	RTC Driver Feedback Signs		10	\$ -	\$ -
DFS-DC15	15" D/C Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)		10	\$ 2,720.00	\$ 27,200.00
S1R2-1-RDR15-YS	SIGN "YOUR SPEED" HIP Yellow Type IV		10		
507413	Add Gateway Board (Communication Capability) Required if you are adding any of the M2M plans below!!!		10	\$ 56.00	\$ 560.00
M2M5YR-4AK	Add Five Year Communicaion Plan With Modem, RTC Connect™ Software, Premium "Always up" Cloud Based Data Storage, Cell Service, Cable, Mount and Antenna		10	\$ 1,200.00	\$ 12,000.00

Total Before	
Shipping	\$ 61,790.00
Tax 10.50%	\$ 6,487.95
Estimated Shipping	\$ 2,500.00
Grand Total	\$ 70,777.95

Notes:

No Poles quoted or provided will be supplied by others

Shipping will be paid by RTC and will be added to invoice.

System is designed to flash 15" Driver Feedback Sign for up 24 hours per day.

System is designed to provide 12 days of battery autonomy.

System is designed to be mounted to a Tapered Street Light pole.

Quote is good for 30 days.

****Please remit RTC Quote with PO for accuracy of Sales Order****

Name Ryan Bowman
 Agency City of Lakewood
 Address 6929 Nixon St
 City State Zip Lakewood, CA 90713
 Phone Number(s) (562) 240-8130
 Email Address rbowman@lakewoodca.gov



0825-220BL

10/8/2025
 2:12:05 PM

Please Reference our Quote Number on your PO, thanks.

****Pricing per HGAC contract 2025****

RTC Part Number	Description	1	Quantity	Customer Price	Total Customer Price
0	Solar Flasher Cabinets		10	\$ -	\$ -
0	Standard Cabinets WITH Guardian		10	\$ -	\$ -
503333GHBK	One Battery Cabinet Including Panel, No. 2 lock, Regulator and Hinge Bracket (All Poles Sizes) 18W"x17H"x14"D With Guardian (24hr cabinet for DFS below)		10	\$ 1,346.00	\$ 13,460.00
0	Regular Solar Panels (50W and 100W are RTC's ONLY standard sizes) Including 4.5" OD Pole Mounting Hardware as Indicated		10	\$ -	\$ -
SP50	50 Watt Solar Panel Assy incl Side of Pole Banding Mount and Wiring		10	\$ 330.00	\$ 3,300.00
0	Non Standard Solar Panels (50W and 100W are RTC's ONLY standard sizes) Will cause extended delivery time		10	\$ -	\$ -
503371IR	Iron Ridge 110 MPH Wind rated Banding Mount (SS Hose Clamp included but regular Banding not included)		10	\$ 154.00	\$ 1,540.00
0	Batteries		10	\$ -	\$ -
500645AGMI	110 Amp Hour AGM Battery Interstate		10	\$ 373.00	\$ 3,730.00
0	RTC Driver Feedback Signs		10	\$ -	\$ -
DFS-DC15	15" D/C Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communication Plan/Gateway and Guardian Board as needed)		10	\$ 2,720.00	\$ 27,200.00
S1R2-1-RDR15-YS	SIGN "YOUR SPEED" HIP Yellow Type IV		10		
507413	Add Gateway Board (Communication Capability) Required if you are adding any of the M2M plans below!!!		10	\$ 56.00	\$ 560.00
M2M5YR-4AK	Add Five Year Communicaion Plan With Modem, RTC Connect™ Software, Premium "Always up" Cloud Based Data Storage, Cell Service, Cable, Mount and Antenna		10	\$ 1,200.00	\$ 12,000.00

Total Before	
Shipping	\$ 61,790.00
Tax 10.50%	\$ 6,487.95
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Grand Total	\$ 70,777.95

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System is designed to be mounted to a Tapered Street Light pole.

Quote is good for 30 days.

****Please remit RTC Quote with PO for accuracy of Sales Order****

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	9/2/2025
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC at 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Lakewood			Contractor:	RTC Manufacturing, Inc		
Contact Person:	Ryan Bowman			Prepared By:	Brian Lewis		
Phone:	(562) 240-8130			Phone:	971-304-8808		
Fax:	N/A			Fax:	N/A		
Email:	rbowman@lakewoodca.gov			Email:	brian.lewis@rtc-traffic.com		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
Line Number	Quan	Description					
55	10	Solar Inverter Cabinet					
58	10	Standard Cabinet With Keyboard					
60	10	503333GHBK One Battery Cabinet Including Panel, No. 2 lock, Regulator and Hinge Bracket (All Poles Sizes) 18W					
105	10	Regular Solar Panels (50W and 100W are RTC's ONLY standard sizes) High in size 15' 0" High Mounting Hardware					
106	10	SP50 50 Watt Solar Panel Assy incl Side of Pole Banding Mount and Wiring					
108	10	Non Standard Solar Panels (50W and 100W are RTC's ONLY standard sizes) Will be so extended to the full time					
118	0	SUBGIM Substitute Banding Mount with Top of Pole Gimbal Solar Panel Mount					
121	10	Battery					
126	10	500645AGMI 110 Amp Hour AGM Battery Interstate					
292	10	D/C Driver Feedback Sign					
308	10	DFS-DC15 15" D/C Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communication Plan/Gt					
309	10	SPR-1500RAYS SIGN-YOUR SPEED IN Yellow 1500RAYS					
323	10	507413 Add Gateway Board (Communication Capability) Required if you are adding any of the M2M plans below!					
324	10	M2M5YR-4AK Add Five Year Communication Plan With Modern, RTC Connect™ Software, Premium "Always up"					
Total From Other Sheets, If Any:							
Subtotal A:							\$ 61,790.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description	Unit Pr	Total				
		\$	-				
		\$	-				
		\$	-				
		\$	-				
Total From Other Sheets, If Any:							
Subtotal B:			\$ -				
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.			For this transaction the percentage is: 0%				
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description	Unit Pr	Total				
1	CA Sales Tax 10.5%	\$ 6,487.95	\$ 6,487.95				
1	Shipping Charge	\$ 2,500.00	\$ 2,500.00				
		Subtotal C:	\$ 8,987.95				
Delivery Date: 30 to 45 Days ARO		D. Total Purchase Price (A+B+C): \$ 70,777.95					

D I V I D E R S H E E T

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Agreement with Robert Toyer for Homeless Services Liaison

INTRODUCTION

Early in 2025, the City experienced an increase of calls for service related to homeless. This increase is attributable to more chronically homeless individuals congregating on public sidewalks and other public areas with large amounts of personal property and other items they have collected. To better address these homeless related issues, additional funding was approved in the FY 2024-2025 budget to hire Homeless Services Liaisons to provide additional outreach services, particularly in the evenings and weekends.

SUMMARY

Due to an increase of homeless related calls for service and homeless individuals that are more chronic and visibly in public spaces, the City Council approved funding in the amount of \$75,000 for the remainder of Fiscal Year 2024-2025 to hire contracted Homeless Services Liaisons.

The City hired two contracted Homeless Services Liaisons, to provide direct homeless outreach services. The Liaisons have worked collaboratively with one another and with City staff, Sheriff's Department personnel and other homeless service providers, such as LAHSA, PATH, Pacific Clinics and Department of Mental Health, to conduct outreach to those experiencing homelessness.

The Liaisons contact homeless individuals throughout the city using proactive measures as well as responding to calls for service or service requests. Through their contacts, they assess an individual's situation and particular needs to connect them with the appropriate services. As needed they will involve law enforcement to address violations of law.

They also work with businesses to educate and assist in way a business can help to address the homeless issue. Through their work, the Liaisons' efforts, coupled with other resources, have helped several individuals to get connected to appropriate services, accept shelter or other interim housing.

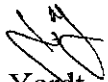
In September 2025, one of the Liaisons terminated his contract with the City due to moving his family out of state. Staff worked to identify potential candidates to on-board as a new Liaison to fill the vacate position.

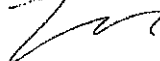
Mr. Robert Toyer has been identified as an excellent candidate to provide the necessary homeless outreach services the City desires and will work well with the City's existing Homeless Outreach Team. He is retired from the Orange County Sheriff's Department as a Sergeant where he worked a variety of assignments including with Orange County Transit Authority, Homeless Outreach Team. Mr. Toyer's will work up to 40 hours per week covering into the evening hours and weekends alongside the other Liaisons.

The estimated cost of the Liaison services through June 30, 2026 is \$82,000. There are sufficient funds available in the FY2025-2026 approved General Fund budget for Homeless Services Liaison contracted services.

RECOMMENDATION

Staff recommends City Council approve an agreement with Robert Toyer to provide homeless outreach services as a Homeless Services Liaison for a term expiring June 30, 2026 and authorize the Mayor to sign the agreement as approved by the City Attorney.


Joshua Yordt
Director of Public Safety


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
ROBERT TOYER**

This Professional Services Agreement ("Agreement") is made and effective as of _____, 2025 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Robert Toyer ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Scope of Services attached hereto as Exhibit A ("Services"), incorporated herein as though set forth in full. Work hours and days to be negotiated and mutually agreed upon by City and Consultant.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the scope of services in Exhibit A, at a rate of \$60.00 per hour.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling,

transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

8. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

10. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any

compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712
Attention: Director of Public Safety

To Consultant: Robert Toyer
6448 Blackberry Place
Riverside, CA 92505
(714) 402-6907
robltoyerjr@msn.com

16. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or

contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

21. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

22. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

24. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

25. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Cassandra Chase, Mayor

Robert Toyer

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Insurance Requirements

EXHIBIT A

Scope of Services

HOMELESS SERVICES LIAISON

Contract Position/No Benefits

Duration of contract is year-to-year dependent upon available funding

Rate of Pay: \$60 per hour

Under general direction, the Homeless Services Liaison serves to conduct outreach and intervention services to the homeless population in Lakewood; works collaboratively with city staff, LA County Sheriff's Department and other homeless service agencies; helps ensure direct services are met creating connections with homeless individuals; conduct outreach to various community stakeholders to further address homeless related issues in the city.

Examples of Duties

Duties may include, but are not limited to the following:

- Respond to homeless related calls for service and service requests to conduct outreach and intervention services
- Represents Lakewood at public meetings, interagency planning meetings and other policy-related events and at Coordinated Entry System planning meetings as needed
- Ensures County resources are working (shelters and services)
- Works closely with Los Angeles County Sheriff's Department, public safety and code enforcement city staff, and other contracted service providers
- Represents Lakewood's concerns at homeless services-related meetings in the Continuum of Care, Coalitions and Coordinated Entry System
- Represents Lakewood at homeless committees and community meetings
- Maintains reports, logs and files and databases, electronically and in written format
- Assists clients in connecting to appropriate service providers
- Conducts crisis intervention as needed
- May provide own transportation for work related travel as necessary
- Performs other related duties as assigned

Qualifications

EDUCATION & EXPERIENCE: Any combination of education and experience that demonstrates an ability to perform the various duties described herein. A Typical example would be a Bachelor's degree from an accredited college or university in social services, human services, public or business administration or a closely related field and five years of prior work experience providing case management, social services, and/or working with the homeless (individuals and/or families) in outreach and engagement services, or working as a Peace Officer in the State of California with extensive time in a patrol capacity engaging with homeless, persons experiencing mental health issues and/or persons experiencing substance use disorders. Experience with the Homeless Management Information System (HMIS) is strongly preferred.

LICENSE: Possession of a valid Class "C" operator's license issued by the California State Department of Motor Vehicles and a good driving record. Incumbents must carry active and adequate auto insurance of driving any vehicle not owned or leased by the city of Lakewood.

KNOWLEDGE OF: Local, state, and federal homeless and housing policies; local homeless services and housing programs; substance abuse recovery, mental health and health care systems; procedures for planning, implementing, and maintaining a variety of homeless outreach and engagement services and programs; public speaking and communication skills; Windows Operating System, latest version of Microsoft Office (Word, Excel, PowerPoint, Access) Outlook and at least one database application; Homeless Management Information System (HMIS).

SKILLS AND ABILITIES TO: Communicate professionally and effectively both orally and in writing, with City Council, City leadership, City staff, community partners, non-profits and other organizations; engage in public speaking; work effectively with diverse constituencies ranging from homeless individuals to elected officials; establish and maintain positive working relationships with those you come in contact with; provide direct service to homeless individuals and/or families; communicate effectively with persons displaying psychological and substance-induced behaviors such as depression, anger and confusion; and operate a computer and demonstrate competency in database use.

PHYSICAL AND MENTAL DEMANDS/ ENVIRONMENTAL CONDITIONS: Ability to see and hear within normal ranges and dexterity to read, write, type, file, operate office equipment such as a computer, telephone, calculator, copier, fax machine, pencils, pens, scissors, stapler; ability to drive vehicle (city vehicle); communicate orally, in writing and over the telephone; understand written and verbal directions.; ability to lift and carry up to 25 pounds, stand, walk, and sit for extended periods of time, may walk on uneven surfaces; bend, stoop, kneel, crouch or crawl; work indoors and outdoors, when working outdoors, the incumbent may be exposed to heat and cold and the elements and may necessitate exposure to environmental factors.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may

renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

D I V I D E R S H E E T

Legislation

COUNCIL AGENDA

October 14, 2025

TO: Honorable Mayor and Members of the City Council

SUBJECT: Adoption of 2025 California Building Code

INTRODUCTION

In order to comply with State law, every three years, the City Council is asked to consider the adoption of updated building and safety codes based on the California Building Standards Commission, which provides a nationally recognized framework for building safety practices.

On a triennial cycle, these codes are revised to include improved life safety standards as new scientific and technical evidence is developed. These codes are then adopted by the California Building Standards Commission and presented to local communities so that they may adopt these uniform standards along with local amendments specifically for their own jurisdictions. Lakewood's building and safety and fire codes were last adopted in March 2017. Currently, Lakewood's Building codes reference both the Los Angeles County Code and the California Building Codes. The intent of this Ordinance is to adopt the 2025 California Building Codes and related chapters. The value of these uniform codes is that they provide much greater consistency to plan checking and inspection processes, ensuring that citizens receive a consistent value of property and life safety. They also enable applicants, architects and engineers to use a commonly held vocabulary and standards for building design.

When referring to the California Codes, most people believe that the codes are comprised of a single volume. But in fact, the California Codes consists of a collection of code volumes. These include the Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical, Existing Building, Fire, Green Building Standards Code, and Referenced Standards Codes.

STATEMENTS OF FACTS

2025 California Code Amendments

The following amendments proposed to the City's 2025 California Codes are appendices incorporated in the codes that will better assist the building staff in performing plan reviews and inspections.

In general, they are as follows:

1. Adoption of 2025 California Building Code, Volumes 1 and 2;
2. Adoption of the 2025 California Residential Code, including Errata and Supplements hereafter;
3. Adoption of 2025 California Electrical Code, including Errata and Supplements hereafter;
4. Adoption of 2025 California Mechanical Code, including Errata and Supplements hereafter;
5. Adoption of 2025 California Plumbing Code, including Errata and Supplements hereafter;

6. Adoption of 2025 California Existing Building Code, including Errata and Supplements hereafter; and

7. Adoption of 2025 California Green Building Standards Code, including Errata and Supplements hereafter.

In addition to the codes listed above, Lakewood's building codes will include locally adopted amendments. These amendments include the following sections:

Chapter 2:

- Provisions that manage Unsafe Buildings and the process for declaring a public nuisance.

Chapter 2:

- The Building Rehabilitation Appeals Board in Chapter 99 of the County of Los Angeles Building Code shall mean the Building Rehabilitation Board or the City's Planning and Environment Commission of the City of Lakewood.

Chapter 18 of the Building Code and Chapter 4 of the Residential Code:

- Provisions that manage projects with soils containing sulfates;
- Concrete floor slabs;
- Foundations on soils containing sulfates.

Definitions:

- Building Department shall mean the Building and Safety Division of the Community Development Department of the City of Lakewood.

What Do Code Changes Mean To The Public?

Implementing and enforcing the most current building codes result in safer buildings and communities that suffer less damage when natural disasters occur. In addition, new codes provide a higher level of efficiency for plumbing, mechanical, and electrical systems which in return help lower utility costs for the end users. The structural amendments proposed are essential to help maintain the structural integrity of low-rise projects in seismic zones. This helps ensure the safe construction of many of the minor residential additions and alterations since they are typically designed prescriptively without benefiting from the expertise of a registered professional.

CEQA

Based on a review by staff, this action has been reviewed for compliance with the California Environmental Quality Act (CEQA) and determined to be exempt as follows:

a. Section 15061 (b)3 of Title 14 of the California Code of Regulations. General Exemptions. CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

b. Categorical exemption 15308 of Title 14 of the California Code of Regulations, Actions by Regulatory Agencies for Protection of the Environment. Class 8 exemptions include actions taken by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.

PUBLIC NOTICE PROCESS

Formal public notice is not required for this item. An exception to the procedures for adoption by reference exists if “adoption of the code is expressly required or permitted as a condition of compliance with a state statute.” Cal. Gov’t Code § 50022.2. Prior to second reading of this Ordinance, staff will publish a public hearing notice in advance of the future meeting date. Moreover, the Building Division’s staff will take the following steps to inform the public of pending changes:

- Post and offer handouts concerning the new codes at our public counter and website;
- Continue to inform the public throughout this transition.

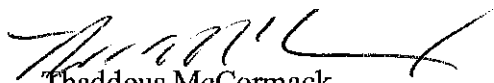
RECOMMENDATION

The Building Division recommends that the City Council introduce and place on first reading, by title only, the proposed ordinance, adopting the following 2025 California Codes, and making related amendments to the Lakewood Municipal Code and schedule the second reading and adoption for the next regular City Council meeting:

- a. Adoption of 2025 California Building Code, Volumes 1 and 2, the 2025 California Existing Building Code, including Errata and Supplements hereafter;
- b. Adoption of the 2025 California Residential Code, including Errata and Supplements hereafter;
- c. Adoption of 2025 California Electrical Code, including Errata and Supplements hereafter;
- d. Adoption of 2025 California Mechanical Code, including Errata and Supplements hereafter;
- e. Adoption of 2025 California Plumbing Code, including Errata and Supplements hereafter;
- f. Adoption of 2025 California Green Building Standards Code, including Errata and Supplements hereafter;
- g. Adoption of California Referenced Standards Code, 2022 Edition, and the State of California Title 24, Part 12, including Errata and Supplements hereafter; and
- h. Adoption of the additional administrative and miscellaneous revisions described on pages 1 and 2 of the staff report, and contained in the adopting ordinance.



Aldo Cervantes
Director of Community Development



Thaddeus McCormack
City Manager

Exhibit “1”

Building and Safety Code of the City of Lakewood, 2025, Analysis of Amendments to Title 24 of the California Code of Regulations

Ordinance Section	CBC or CRC	Title	Added	Amended	Justification Key
4	CBC Chapter 2	3 Definitions	X		A
5	CBC Section 105.2	Fencing exempt from permit	X		A
6	CBC Chapter 2 and Section	Definition of Unsafe Building and Cost of abatement	X		A
7	CBC Section 105.1.3	Flood Hazard construction	X		B
8	CBC Chapter 2	Definition of Rebound Tumbling Equipment and Center	X		A
9	CBC Chapter 2	Building Rehabilitation Board Definition	X		A
10	CBC Chapter 18	Soils containing sulfate requirements	X		B
15	CRC Table R301.2	Local geologic, climatic and topographic conditions table		X	C
16	CRC Chapter 4	Soils containing sulfate requirements	X		B

Justification Key Designations:

- A. This amendment is necessary for administrative clarification or purposes and does not modify a California Building Standard pursuant to California Health and Safety Code Sections 17958, 17958.5 and 17058.7. This amendment establishes administrative standards for the effective enforcement of building standards throughout the City of Lakewood.
- B. This amendment is justified on the basis of a local geologic condition. The City is located in an area with known sulfate soil conditions or FEMA mapped flood zones.
- C. This amendment is justified on the basis that CRC Table R301.2 is blank, and each local jurisdiction needs to complete the table based on the local geologic, climatic and/or topographic conditions that exist within the boundaries of the City.

ORDINANCE NO. 2025-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTIONS 50022.2 AND 50022.9, THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, AND ADOPTING LOCAL AMENDMENTS THERETO

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 8003B is hereby revised to read as follows:

“B. The address numbering for all buildings not in the R-1 or R-A zone shall comply with the California Building Code, Section 502.1.”

SECTION 2. Section 8019 is hereby revised to read as follows:

“No construction shall take place within the city except between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. Construction shall be prohibited on Sundays and on such holidays as may be designated by Council resolution. The Community Development Director may extend the hours of operation for special circumstances by providing written notice to surrounding residents in advance. The restriction on construction hours shall not apply to emergency repairs required to protect the public health, safety, and welfare, whether performed by a public agency, utility, company, or private owner. The restrictions also shall not apply to residential property owners and or members of their immediate family, performing work on their personal property.”

SECTION 3. Section 8100 of the Lakewood Municipal Code is hereby replaced to read as follows:

“Except as hereinafter provided, that certain building code known and designated as the California Building Code, 2025 edition, shall be and become the building code of the City of Lakewood, regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area, maintenance of all structures and certain equipment therein specifically regulated and grading within the City of Lakewood, and providing for the issuance of permits and the collection of fees therefor, and providing penalties for violation of such code. One copy of the California Building Code has been deposited in the office of the city clerk of the City of Lakewood and shall be at all times maintained by the clerk for use and examination by the public.”

SECTION 4. Section 8101 of the Lakewood Municipal Code is hereby revised as follows:

Whenever any of the following names or terms are used in the Building Code, such names or terms shall be deemed and construed to have the meaning ascribed to it in this Section, as follows:

BUILDING DEPARTMENT

Shall mean the Building and Safety Division of the Community Development Department of the City of Lakewood.

BUILDING OFFICIAL

Shall mean the Director of Community Development of the City of Lakewood.

BOARD OF APPEALS

Shall mean the Board of Building Rehabilitation Board established by the City of Lakewood.

SECTION 5. Section 8102.b is amended as follows:

Section 105.2, Item 2 of the 2025 California Building Code, pertaining to work exempted from the Building Code, is hereby amended by replacing subsection 2 thereof to read:

“2. Wire fences not over 12 feet in height, and other fences not over 6 feet in height, provided, that all masonry walls of a height of over 42 inches are subject to this Code.”

SECTION 6. Section 8103 is hereby amended to read as follows:

Chapter 2 of the Building Code are amended by adding the following definition:

UNSAFE BUILDING. Unsafe building, as used in this Code, shall include the following and are hereby declared to be a public nuisance:

1. Any building which has been partially destroyed by fire, wind, earthquake, flood or from any other cause in such a manner that the continual use or occupancy of the building would be dangerous to the life, safety, morals or the general health and welfare of the occupants of the City of Lakewood.
2. Any building which, because of the structural design or condition, or because of damage or deterioration may no longer be used safely for the purposes for which it is constructed.
3. Any building or structure wherein a door, aisle, passageway, stairway or other means of exit is not of sufficient width or size, or is not so arranged as to provide safe and adequate means of exit, in case of fire or panic, for all persons housed or assembled therein who would be required to, or might, use such door, aisle, passageway, stairway or other means of exit.
4. Any building where a portion of a member or appurtenance thereof is likely to fail, or to become detached or dislodged or to collapse and thereby injure persons or damage property.
5. Any building or any portion thereof which by reason of dilapidation, deterioration, decay, faulty construction or because of the removal or movement of some portion of the ground necessary for the purpose of supporting such building or portion thereof, or other case, is likely to partially or completely collapse, or some portion of the foundation or

underpinning is likely to fall or give away. Any building that has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therein to their danger, or as to afford a harbor for vagrants, criminals or immoral persons, or as to enable persons to resort thereto for the purpose of committing nuisance or unlawful or immoral acts.

6. Any building intended to be used for dwelling purposes which, because of dilapidation, deterioration, damage decay or faulty construction or maintenance or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to endanger the life of the occupants of the building.
7. Any building or portion thereof constructed in violation of the provisions of the Building Code, Plumbing Code, Electrical Code, Fire Code, Mechanical Code, or Existing Building Code of this City.
8. Any building unfit for human habitation or occupancy as defined in Chapter 99 of the LA County Building Code.
9. All buildings or structures which are structurally unsafe or not provided with adequate egress or which constitute a fire hazard, or which are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

All unsafe buildings as herein defined are hereby declared to be a public nuisance and shall be repaired, vacated or demolished as herein provided. The following standards shall be applied in respect to repair, vacation or demolition of unsafe buildings:

1. If the “unsafe building” can be reasonably repaired so that it will no longer exist in violation of the terms and provisions of Chapter 99 of the LA County Building Code, it shall be ordered repaired.
2. If the “unsafe building” is in such condition as to make it dangerous to the health, morals, safety or general welfare of its occupants, it shall be ordered vacated.
3. In any case where an “unsafe building” is 50% damaged or destroyed or deteriorated from its original value or structure, it shall be demolished, and in all cases where a building cannot be repaired so that it will no longer exist as an “unsafe building” it shall be demolished.

As used in this Code, “party concerned” means the person, if any, in real or apparent charge and control of the premises involved, any tenant occupying the same, the record owner, the holder of any mortgage, trust deed or other lien or encumbrance of record, the owner or holder of any lease of record, the record holder of any other estate or interest in or to the building or structure or the land upon which it is located.

Section 116 of the Building Code is amended by adding the following:

116.6 Cost. The cost of the work and the expense of the abatement of the nuisance shall be a lien against the property on which it is maintained and a personal obligation against the property owner. Cost, as used herein, shall mean the cost after deducting therefrom any consideration or price received, if any, for materials removed from the structure constituting a nuisance. In the event the cost is not paid within five days after the decision confirming the statement, such shall

constitute a lien upon the real property upon which the nuisance was abated or removed, which lien shall continue until the amount thereof and interest thereon, at the rate of 6% per annum computed from the date of confirmation of the statement until paid, has been paid, or until it is discharged or record. Such a lien shall, for all purposes, be upon a parity with the lien of State, County and Municipal taxes. In the event of nonpayment, the Chief Building Official shall at any time within sixty days after the confirmation of the statement cause to be filed in the office of the Los Angeles County Recorder a certificate substantially in the following form, to-wit:

NOTICE OF LIEN

Pursuant to the authority vested in the undersigned by the Building Code of the City of Lakewood and Sections 38660, 38773 and 38773.5 of the Government Code of the State of California, the undersigned did on the ____ day of ____, 2__, cause a nuisance to be abated on the real property hereinafter described and the undersigned did on the ____ day of ____, 2__, by action duly recorded in its official minutes as of the date assess the cost of the abatement, less the amount received from the sale of any building materials, upon the real property hereinafter described, and the same has not been paid nor any part thereof and the undersigned does hereby claim a lien on the real property for the net expenses for the doing of the work in the sum of \$____ and the same shall be a lien upon the property until the same sum, with interest at the rate of 6% per annum, from the ____ day of ____, 2__, (insert date of confirmation of statement), has been paid in full and discharged of record, as well as the personal obligation against (insert name of property owner).

When, as authorized by the Building Code, being an Ordinance establishing a procedure for the abatement of nuisances and making the cost of abatement of a nuisance a special assessment against real property, this notice of lien has been delivered to the County Assessor or Tax Collector for collection on the tax bill, the same shall be collected in the manner as ordinary municipal taxes are collected.

The real property hereinbefore mentioned, upon which a lien is claimed, is that certain piece or parcel of land lying and being in the City of Lakewood, County of Los Angeles, State of California, and more particularly described as follows:

(insert legal description)

Dated this ____ day of ____, 2__

City of Lakewood

By:

Chief Building Official

In the event the amount received from the sale of materials from the building in the abatement of the nuisance exceeds the expense of the abatement, such excess shall be deposited with the City Director of Finance to the credit of the owner of the property or to such other person legally entitled thereto and such excess shall be payable to the owner or other person on demand and upon producing evidence of ownership satisfactory to the City Treasurer.

The cost of abatement shall also constitute a special assessment against that parcel pursuant to Section 38773.5 of the Government Code of the State of California. Confirmation of the statement or report shall be confirmation of the assessment and shall be a lien on the property or parcel where the abatement was performed. Failure to record the Notice of Lien shall not bar collection hereunder or otherwise.

After confirmation of the statement, a certified copy of the Notice of Lien may be filed with the County Auditor or Tax Collector before August 10. The description of the parcel or parcels shall be those used for the parcels in the County Assessor's Map Book for the current year. The County Auditor or Tax Collector shall enter each assessment on the County Tax Roll opposite the parcel of land. The amount of the assessment shall be collected at the time and in the manner of ordinary municipal taxes. If delinquent, the amount is subject to the same penalties and procedure of foreclosure and sale provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to such assessments.

SECTION 7. Section 8106 is amended as follows:

Section 105.1.3 of the Building Code is amended by adding the following:

105.1.3 FLOOD HAZARD. Buildings are not permitted in an area determined by the City Engineer or City Building Official to be subject to flood hazard by reason of inundation, overflow, or erosion. This prohibition shall not apply when provision is made to eliminate such hazards to the satisfaction of the City Engineer or City Building Official by providing adequate drainage facilities, by protective walls, by suitable fill, by raising the floor level of the building, by a combination of these methods or by other means.

SECTION 8. Section 8108 of the Lakewood Municipal Code is hereby amended as follows:

Chapter 2 of the Building Code is amended by adding the following definitions:

REBOUND TUMBLING EQUIPMENT. Rebound tumbling equipment is that equipment defined in Article VI of the Municipal Code.

REBOUND TUMBLING CENTER. Rebound tumbling center is that place defined in Article VI of the Municipal Code.

SECTION 9. Chapter 2 of the Building Code is amended by adding the following definition:

Building Rehabilitation Board. Reference herein to the Building Rehabilitation Appeals Board in Chapter 99 of the County of Los Angeles Building Code shall mean the Building Rehabilitation Board. The City Planning and Environment Commission of the City of Lakewood is hereby constituted and appointed to serve as the Building Rehabilitation Board ("BRB") for the City of Lakewood which shall the authority to hear all matters set forth in Chapter 99 of the County of Los Angeles Building Code, including, but not limited to, appeals arising under other chapters of said Code. The Chief Building Official shall be an ex officio member of the Board

and shall serve as Secretary thereof. The rules and regulations of the City Planning and Environment Commission shall govern the proceedings of the BRB unless and until the City Planning and Environment Commission should, as a BRB, adopt separate or different rules and regulations.

The decision and findings of the BRB shall be in writing and shall be delivered as provided herein for notice of hearing to all persons entitled to such notice of hearing, as well as to the Chief Building Official and to each member of the City Council, within five days of the submission of any matter to the BRB. The decision of the BRB shall be final unless appealed by any person to notice hereunder or by any member of the City Council to the City Council by filing written notice thereof with the Chief Building Official within 5 days from the delivery of the BRB decision. Any hearing on appeal to the City Council shall be a public hearing on notice to the appellant or other person entitled to notice hereunder and shall be a hearing de novo.

SECTION 10. Chapter 18 of the Building Code is hereby amended by adding the following:

“1803.1.2 SOILS CONTAINING SULFATES. In soils containing sulfates, the Building Official may require that special provisions be made in the foundation design and construction to safeguard against damage due to salt weathering. He may require a special investigation and report to provide this design and construction criteria.

1803.1.2.1 CONCRETE FLOOR SLABS. Concrete floor slabs shall be cast on a moisture barrier membrane. Sheet plastic material used for this purpose shall not be less than 10 mils (0.010 inches) in thickness. The slabs shall be at least 4 inches thick and shall be reinforced with welded wire mesh or deformed reinforcing bars. Welded wire mesh shall have a cross-sectional area of not less than five-hundredths square inch per foot each way. Reinforcing bars shall have a diameter of not less than three-eighths inch and be spaced at intervals not exceeding 24 inches each way.

1803.1.2.2 FOUNDATIONS ON SOILS CONTAINING SULFATES. Foundation systems on soils containing sulfates shall be constructed in such a manner that will minimize damage to the structure from salt weathering. Slab-on-grade footings for buildings located on soils containing sulfates may be designed in accordance with engineering design based on geotechnical recommendations as approved by the Building Official. For residential-type buildings, where an approved method of construction is not provided, foundations and floor slabs shall be of Type V cement. Under slab pipes, conduit, and duets shall be non-metallic.”

SECTION 11. Section 8200 of the Lakewood Municipal Code is hereby amended to read as follows:

Except as hereinafter provided, that certain plumbing code known and designated as the California Plumbing Code, 2025 edition, shall be and become the plumbing code of the City of Lakewood, regulating plumbing and drainage systems and prescribing conditions under which such work may be carried on within the city, and providing for the issuance of permits and the collection of fees therefor and providing penalties for violation of such code. One copy of the California Plumbing Code has been deposited in the office of the city clerk of the City of Lakewood and shall be at all times maintained by the clerk for use and examination by the public.”

SECTION 12. The first paragraph of Section 8300 of the Lakewood Municipal Code is hereby amended to read as follows:

“Except as hereafter provided, that certain electrical code known and designated as the California Electrical Code, 2025 edition, shall be and become the electrical code of the City of Lakewood regulating the installation, arrangement, alteration, repair, use and operation of electric wiring, connections, fixtures and other electrical appliances on premises within the city providing for the issuance of permits and the collection of fees therefor. One copy of the Los Angeles County Electrical Code has been deposited in the office of the city clerk of the City of Lakewood and shall be at all times maintained by the clerk for use and examination by the public.”

SECTION 13. The first sentence of Section 8400 of the Lakewood Municipal Code is hereby amended to read as follows:

“Except as hereinafter provided, that certain mechanical code known and designated as the California Mechanical Code, 2025 edition, shall be and become the mechanical code of the City of Lakewood providing for the issuance of permits and the collection of fees therefor and providing penalties for violation of such code. One copy of the California Mechanical Code has been deposited in the office of the city clerk of the City of Lakewood and shall be at all times maintained by the clerk for use and examination by the public.”

SECTION 14. The first sentence of Section 8800 of the Lakewood Municipal Code is hereby amended to read as follows:

“Except as hereinafter provided, that certain residential code known and designated as the California Residential Code, 2025 edition, shall be and become the residential code of the City of Lakewood. The Code shall regulate the erection, construction, enlargements, alteration, repair, moving, removal, demolition, occupancy, use, equipment, height, area, security, abatement and maintenance of certain residential buildings or structures within the City and shall provide for the issuance of permits and collection of fees therefor and providing penalties for violation of such code. One copy of the California Residential Code has been deposited in the office of the city clerk of the City of Lakewood and shall be at all times maintained by the clerk for use and examination by the public.”

SECTION 15. Table R301.2 of the California Residential Code is amended to read as follows:

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ⁷	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ⁸	ICE BARRIER UNDER LAYMENT REQUIRED ⁹	FLOOD HAZARD ⁶	AIR FREEZING INDEX ⁵	MEAN ANNUAL TEMP ⁴
	Space ¹ (psf) ²	Topographic effects ³	Special wind region ¹⁰	Windborne debris zone ¹¹		Weathering ⁸	Frost Inc. depth ⁵	Tempe ⁸					
Zero	95	No	No	No	1, 2 or 3	None	12 in.	Very heavy		No	None	0	No.

SECTION 16. Chapter 4 of the Residential Code is hereby amended by adding the following:

“R401.5 SOILS CONTAINING SULFATES. In soils containing sulfates, the Building Official may require that special provisions be made in the foundation design and construction to safeguard against damage due to salt weathering. He may require a special investigation and report to provide this design and construction criteria.

R401.5.1 CONCRETE FLOOR SLABS. Concrete floor slabs shall be cast on a moisture barrier membrane. Sheet plastic material used for this purpose shall not be less than 10 mils (0.010 inches) in thickness. The slabs shall be at least 4 inches thick and shall be reinforced with welded wire mesh or deformed reinforcing bars. Welded wire mesh shall have a cross-sectional area of not less than five-hundredths square inch per foot each way. Reinforcing bars shall have a diameter of not less than three-eighths inch and be spaced at intervals not exceeding 24 inches each way.

R401.5.2 FOUNDATIONS ON SOILS CONTAINING SULFATES. Foundation systems on soils containing sulfates shall be constructed in such a manner that will minimize damage to the structure from salt weathering. Slab-on-grade footings for buildings located on soils containing sulfates may be designed in accordance with engineering design based on geotechnical recommendations as approved by the Building Official. For residential-type buildings, where an approved method of construction is not provided, foundations and floor slabs shall be of Type V cement. Under slab pipes, conduit, and duets shall be non-metallic.”

SECTION 17. Section 8900 of the Lakewood Municipal Code is hereby amended to read as follows:

“Except as hereinafter provided in this Chapter, that certain “Green Code” known and designated as the California Green Building Standards Code, 2025 edition, shall be and become the “Green Code” of the City of Lakewood. The Code shall regulate the planning, design, operation, construction, use and occupancy of every newly constructed building or structure within the City, unless otherwise indicated in the Code, and shall provide for the issuance of permits and collection of fees therefor and providing penalties for violation of such code. One copy of the California Green Building Standards Code has been deposited in the office of the city clerk of the City of Lakewood and shall be at all times maintained by the clerk for use and examination by the public.”

SECTION 18. Section 8950 of the Lakewood Municipal Code is hereby amended to read as follows:

“Except as hereinafter provided in this Chapter, that certain Existing Building Code known and designated as the California Existing Building Code, 2025 edition, shall be and become the existing building code of the City of Lakewood. The Code shall regulate the repair, alteration, change of occupancy, addition to, and relocation of every existing building or structure within the City, unless otherwise indicated in the Code, and shall provide for the issuance of permits and collection of fees therefor and providing penalties for violation of such code. One copy of the California Existing Building Code has been deposited in the office of the city clerk of the City of Lakewood and shall be at all times maintained by the clerk for use and examination by the public.”

SECTION 19. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this ordinance or its application to any person or circumstance, is for any reason held to be invalid, unenforceable or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or circumstance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraph, sentences, clauses, phrases, or portions thereof be declared invalid, unenforceable or unconstitutional.

SECTION 20. CONTINUITY. To the extent the provisions of the Lakewood Municipal Code as amended by this ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 21. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance and shall post a certified copy of this ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause the ordinance within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance.

ADOPTED AND APPROVED this _____ day of _____, 2025,
by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Wood	_____	_____	_____
Council Member Croft	_____	_____	_____
Council Member Arellano	_____	_____	_____
Council Member Roger	_____	_____	_____
Mayor Chase	_____	_____	_____

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2025-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING LEGISLATIVE FINDINGS SUPPORTING AMENDMENTS AND CHANGES TO THE CALIFORNIA STATE BUILDING STANDARDS CODE AS CONTAINED IN THE LAKEWOOD BUILDING AND RESIDENTIAL CODES

WHEREAS, The City Council of the City of Lakewood, California, intends to pass an ordinance adopting the California Building Standards Code which consists of the 2025 editions of the California Building Code, California Residential Code, California Existing Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, California Green Building Standards Code, and the California Energy Code, and making modifications and changes thereto, all of which shall comprise a portion of the Lakewood Building and Safety Code, 2025; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5 and 17958.7 require the governing body of a city, before making any modifications or changes to the California Building Standards Code, to make express findings that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS the City Council of the City of Lakewood finds that a departure from the California Building Standards Code is reasonably necessary due to local climatic, geological or topographical conditions.

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

SECTION 1. Legislative Findings. Modifications and changes contained in the City of Lakewood Building and Safety Code, 2025, are required in order to provide specific and greater protection to the public health, safety and welfare than are afforded by the California Building Standards Code due to local climatic, geological or topographical conditions. The legislative findings for such modifications and changes are made pursuant to Sections 17958.5 and 17958.7 of the California Health and Safety Code as set forth in the report of the Director of Community Development dated October 14, 2025, and attachments thereto, entitled “Building and Safety Code of the City of Lakewood, 2025, Analysis of Amendments to the California Code of Regulations” attached hereto as Exhibit “1” and by this reference incorporated herein.

SECTION 2. This Resolution shall become effective on the same date as Ordinance No. 2025-2, which adopts and amends the California Building Standards Code, as the Lakewood Building and Safety Code, 2025.

SECTION 3. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the California Building Standards Commission of the State of California.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2025.

Mayor

ATTEST:

City Clerk

D I V I D E R S H E E T

Reports

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Construction Management Proposal from Ardurra for the Palms Park Community Center Improvements and On-Call Agreement with Griffin Structures

INTRODUCTION

A Request-For-Proposals (RFP) was issued for construction management and labor compliance services in support of the Palms Park Community Center Improvements project. Staff have finalized the consultant evaluations and rankings and negotiated pricing with the top-ranked firm.

STATEMENT OF FACT

To select the construction management and labor compliance team to recommend to City Council for award, City staff developed a comprehensive, open, and competitive process. This included development of a very robust and detailed RFP that was sent directly to several qualified consultants. The RFP was also solicited by way of posting to the City's website for any interested firm(s) to access. In all, the City received five (5) proposals from the following firms (listed in alphabetical order):

1. Ardurra
2. Griffin Structures Inc.
3. Kane Constructions Services, Inc (KCSI).
4. Transtech Engineers
5. Willdan

Following receipt of the proposals, a review team consisting of three City staff members (Kevin Yamakawa, Samantha Chambers, and Joseph Vasquez) reviewed each proposal individually and separately from each other. Once completed with their individual reviews, the review team met together to compare assessments. Based on the review team's proposal scoring, Ardurra, Griffin Structures, and Willdan were determined to be the top three (3) firms. Due to the closeness of the scoring, the review team opted to hold in-person interviews for the top-ranked firms to facilitate a more conclusive decision in the selection process. Firms were scheduled for a 45-minute time slot that provided for a 15-minute presentation by the firm and followed with a 30-minute Q & A session. Upon conclusion of the interview process, the review team reached a consensus that the overall top-ranked firm is Ardurra.

Ardurra currently has an active on-call agreement with the City for engineering and project management support services. With the scope of this RFP being within the scope of the on-call service agreement, the fee proposal included in Ardurra's response to the RFP will be authorized under the terms of the on-call agreement. Staff has negotiated the fee which includes optional


services for cloud-based construction management software licensing and material testing services. Staff recommends authorizing the proposal inclusive of the base fee of \$947,918, as well as the optional services fee of \$110,401.75, resulting in a total contract amount of \$1,058,319.75. In the 7-Year Capital Improvement Program (CIP) the Palms Park Community Center Improvements has \$1,000,000 budgeted for construction management support.


In addition, with the upcoming CIP projects that will require similar construction management support services, the RFP included a provision that responsive proposers could be added to the City's ongoing, on-call list for professional services to be utilized for future projects of similar scope. Although Ardurra was identified by Staff as the consensus top-ranked firm in response to this RFP, the second ranked consultant, Griffin Structures Inc. was also deemed to be highly qualified for the scope of services included in the RFP. Staff is also recommending that Council approve an on-call Professional Services agreement with Griffin Structures Inc. for future work on an as-needed basis.

RECOMMENDATION

Staff recommends that the City Council:

- (1) Authorize Ardurra Group, Inc.'s proposal dated August 7, 2025 to provide construction management and labor compliance services for the Palms Park Community Center Improvements, under their existing Agreement for Engineering Services, in an amount not-to-exceed \$1,058,319.75; and
- (2) Authorize the on-call professional services agreements with Griffin Structures, Inc in a form approved by the City Attorney


Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager

AUGUST 7, 2025



CITY OF LAKEWOOD | PUBLIC WORKS

PROPOSAL TO PROVIDE CONSULTING SERVICES FOR THE PALMS PARK COMMUNITY CENTER IMPROVEMENTS PROJECT





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Our goal
is to be
a true
partner
with the
City



August 7, 2025

Kevin Yamakawa, PE, Principal Civil Engineer
City of Lakewood | Public Works
5050 Clark Avenue
Lakewood, CA 90712



SUBJECT: PROPOSAL TO PROVIDE CONSULTING SERVICES FOR THE PALMS PARK COMMUNITY CENTER IMPROVEMENTS PROJECT

Dear Kevin Yamakawa and Review Board Members:

Ardurra Group, Inc. (Ardurra) is excited about this opportunity to continue our partnership with the City of Lakewood in delivering this revitalized facility that will feature modernized infrastructure, improved accessibility, health and safety upgrades, and enhanced parking and landscaping.

We have assembled a comprehensive team with extensive experience in project management, construction management and inspection, construction material testing and inspection, and labor compliance services. This team is adept with compliance requirements of various funding sources, knows the hurdles and how to get the City reimbursed quickly.

John Wolitarsky, CCM will lead this team as Construction Manager. With nearly 40 years of project and construction management experience, John excels in managing the replacement or renovation of public facilities. His public facility improvement work includes recreation complexes, fire stations, transit centers, fountains, parks, and aquatic centers. John is proficient in scheduling, financial management and multi-party coordination. He also has a strong track record in obtaining and administering federal funding. John is a skilled presenter who has often served as a liaison to public agencies and the community at large.

Nathan Wolitarsky is our proposed Construction Inspector. He has 12 years of experience inspecting construction of various facilities, such as the Senior Center in Cypress and the Ford Park Aquatics Center in Bell Gardens.

Offering knowledge of the City of Lakewood and their expertise with federal funding requirements is **Mark Lewis, PE, TE** and **Ken Rosenfield, PE, ENV SP, QSD/P, F.ASCE**. Mark is currently providing project management support services for the City's Corner Lot Park Development Project, which is a similar multifaceted project. Ken is currently providing support services to the City including assisting in developing the City's 7-year \$100 million CIP, which enables him to be very aware of the various funding sources for all projects including Palms.

The team will be supported by project controls specialist **Kelly Leyva**; labor compliance professionals **Erica Berger** and **Robin Babka**; and **Ninyo & Moore** to provide material testing and inspection services.

As you will see in this proposal, our team has successfully delivered similar projects with various funding sources, and we can work side-by-side with the City to make this federal and state grant-funded project run smoothly. Our team is well-versed in the labor compliance process and has the knowledge and experience to safeguard all project funding and abide by all established funding source requirements, and to assist with mitigating impacts resulting from these requirements.

We look forward to serving the City of Lakewood on this important project. Please feel free to contact me at 714.458.0703 or at ddemilia@ardurra.com if you have any questions or need additional information.

Respectfully submitted,
Ardurra Group, Inc.

A handwritten signature in blue ink, appearing to read 'Dino D'Emilia', is written over a horizontal line.

Dino D'Emilia, PE, F.ASCE, QSD
Southwest Program & Construction Management, Public Works & Transportation Practice Director

1. ABOUT ARDURRA

Ardurra Group, Inc. (Ardurra) is a relationship-based, professional services organization primarily serving municipalities for the past 48 years. With over 1,850 employees in 85 offices nationwide, Ardurra is a Top 500 ENR-ranked, rapidly growing company of experts, engineers, and construction management professionals committed to delivering quality services and practical solutions.

Our core service areas include public works and water/wastewater planning, design, construction management, and inspection; traffic and transportation engineering; project management; labor compliance; grant administration; environmental; land development; emergency management; structural engineering; survey; as well as public outreach, plan review and plan check, and code compliance enforcement.

For the Palms Park Community Center Improvements Project, we have a comprehensive team available in-house to provide project management, construction management and inspection, project controls support, and labor compliance services. We are teaming with long-time partner Ninyo & Moore for their expertise in construction material testing and inspection.

Ardurra provides full-spectrum services to assist our clients from planning through construction. From our substantial experience in planning, designing, and managing public infrastructure undertakings, we understand that projects today are driven by a balance of economic, environmental, social, and political factors. We believe in working in partnership with our clients to meet these challenges. We offer the City a commitment to responsiveness, quality, and forward-thinking solutions.

Responsiveness – We Are There When You Need Us!

Ardurra is proud of the reputation we have established and the style in which we deliver our services based on the investment and ownership responsibility we place on every single project. We are motivated to exceed the City of Lakewood's expectations. With offices throughout California, the Ardurra team provides local subject matter experts with the availability and resources to be responsive to the City's needs. We strive to develop close working relationships with our clients so we can move quickly in response to client needs. We can provide on-the-spot assistance with an emergency situation or a fast-track project while maintaining sufficient staff and resources to manage large multi-discipline projects.

COMPANY NAME (SAM REGISTRATION)

Ardurra Group, Inc. (SAM Unique Entity ID #KDJLNJ742G43)

LOCAL OFFICES

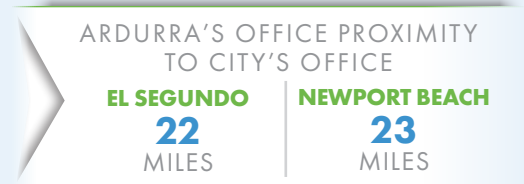
1960 E. Grand Avenue, Suite 300, El Segundo, CA 90245
3737 Birch Street, Suite 250, Newport Beach, CA 92660

POINT OF CONTACT

John Wolitarsky, CCM, Senior Project/Construction Manager
1960 E. Grand Avenue, Suite 300, El Segundo, CA 90245
Office: 310.359.1203 | Mobile: 949.339.9154
Email: jwolitarsky@ardurra.com

YEARS PROVIDING SERVICES LOCALLY

Since 2010, Ardurra has offered a deep bench of qualified staff from our offices in Newport Beach and El Segundo, providing design, planning, and construction support services to local agencies.



PM/CM Capabilities

Numerous municipalities and agencies throughout the region have entrusted Ardurra with their project/construction management (PM/CM) and inspection needs. Our team has experience with a wide range of projects, including vertical construction management and inspection on projects such as fire stations, police departments, recreation centers, libraries, and transit centers.

We deploy time-tested procedures and best management practices for the most vital project elements:

- Safety
- Public outreach
- Schedule review
- Measurement and payment
- Change management
- Claims avoidance
- Budget and cash flow
- Utility coordination
- Documentation protocol and communication
- Quality assurance
- Labor compliance
- Project commissioning, acceptance, and closeout

Not only is Ardurra successful at delivering CM services, but our professionals are considered leaders in the industry. They are frequently engaged to train public agency staff members and develop or improve standardized public agency department systems, procedures, and processes that incorporate industry best practices across capital project and development permit delivery. We have expert in-house resources including former Public Works Directors and City Engineers who offer valuable insight from a municipality's perspective and are continuing to improve the efficiency and effectiveness of the municipal engineering process.

Our staff members maintain current registrations/certifications in their respective specialties, including registered professional engineers, certified construction managers, and Qualified SWPPP Practitioners (QSP) and/or Qualified SWPPP Developers (QSD). Our team is well-versed in CPM scheduling, construction means and methods, web-based documentation, WATCH requirements, Caltrans Local Assistance Procedures Manual, Greenbook General Specifications, and water pollution control regulations. Ardurra can assist through every phase of the project, from design to pre-bid through construction to closeout.

Ardurra maintains a seasoned group of public works inspectors, with the majority of our personnel bringing 25 years or more of related experience. Having spent most of their careers in Southern California, our team understands local agency requirements and construction standards. Our inspectors are effective in ensuring contractor compliance with plans and specifications, performing administrative duties, and managing the required documentation.

Our inspection team has the experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the City's projects. Our inspectors are competent, knowledgeable and conform to California Building Standards Code/Title 24, City codes and ordinances, federal grant requirements, Caltrans Local Assistance Procedures Manual, Greenbook, APWA standards, and, where appropriate, LEED, DSA, and OSHPD standards. Clients rely on our inspectors for their ability to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other city personnel; promote quality customer service; and respond promptly and courteously to requests.

Our team has worked on numerous federally funded projects over the years and has well-established and proven templates that have been used as examples by Caltrans. We have an excellent track record for delivering exception free federally funded project oversight reviews and federal audits.

Teaming With Specialized Experts

Ardurra is teaming with **NINYO & MOORE** to provide construction material testing and inspection. Having worked extensively with Ninyo & Moore, this long-standing alliance enables a streamlined approach and smooth coordination.

Ninyo & Moore

SAM Unique Entity ID
#N2R6ZUKXCHH3

Ninyo & Moore Geotechnical and Environmental Sciences Consultants, a California Corporation, was established in 1986 to provide consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation, and environmental assessment. The experience of Ninyo & Moore's geotechnical staff encompasses projects including evaluations for roads, highways, storm drains, pipelines, treatment plants, power plants, bridges, municipal and commercial structures, educational, medical and recreational facilities, tunnels, tanks, reservoirs, dams, waste-to-energy facilities, transmission towers, harbors and off-shore structures, railroads, airports, lowland high-rise structures, landfills, and other public and private works. Ninyo & Moore's environmental staff has diverse experience in environmental assessments, water quality evaluations, environmental audits, regulatory compliance studies, water resources development, soil and groundwater contamination studies, and site remediation.

Ninyo & Moore has three fully equipped, certified soils and materials testing laboratory facilities in Southern California supervised by registered engineers. Ninyo & Moore's laboratories are certified by the American Association of State Highway and Transportation Officials (AASHTO), the Cement and Concrete Reference Laboratory (CCRL), Caltrans, DSA, the City of Los Angeles, and many other agencies.

2. PROJECT TEAM

The key to a successful project is the experience and commitment of the project team members. We have assembled a well-qualified team with expert resources and a proven track record of successfully delivering community facilities throughout Southern California, as evidenced in section 3 of this proposal. Our references will attest to our competence, quality, and character as we assisted our clients to complete high-profile projects that significantly enhance their community.

The team we have proposed will integrate seamlessly to provide a well-coordinated effort. The organization chart shown here illustrates the role of each of our proposed team members as well as the reporting structure.

AVAILABILITY

Ardurra commits to maintaining continuity of the key personnel presented for the duration of the project, and we understand that substitutions of project team members will only be permitted with prior written approval by the City. Availability percentages are shown in the org chart.

TEAM ORGANIZATION



* Staff level of availability is noted by percentage in the org chart above.

KEY PERSONNEL

QUALITY CONTROL/CITY LIAISON 10%



MARK LEWIS, PE, TE is a proven leader with 40 years of project management experience, including serving 20 years as Director of Public Works/City Engineer at the City of Fountain Valley. Mark's perspective from a public agency professional has led to improved solutions, cost-effectiveness, and more robust protections against change orders and claims. He also brings extensive knowledge of the City of Lakewood as he is currently providing project management support services for the City's Corner Lot Park Development Project located on the northeast corner of the Del Amo Boulevard/Clark Avenue intersection.

FEDERAL FUNDING COMPLIANCE 10%



KEN ROSENFIELD, PE, ENV SP, QSD/P, FASCE has 40+ years of experience in public works management, project management, construction management, and municipal engineering services, including serving the City of Laguna Hills as Director of Public Works/City Engineer for 30 years. Ken offers knowledge and expertise in managing projects with various types of funding sources and complying with all requirements of federally funded, state-funded, local sales tax-funded, and locally funded obligations. Ken is also very knowledgeable of the City of Lakewood, having assisted in developing the City's seven-year \$100 million capital improvement program budget and with the preparation of a design RFP for architectural services to refurbish the city council chambers.



Ardurra is experienced with under-construction facilities that are co-located with areas of public access, such as Palms Park.

We will work with City staff and the contractor to convey current project information to the public and to emphasize workplace safety, public safety, minimization of public inconvenience, and to assure the remainder of the park is available for public use.

CONSTRUCTION MANAGER

40%



JOHN WOLITARSKY is a Certified Construction Manager who brings nearly 40 years of project and construction management experience on projects for many Southern California cities and regional agencies. He excels in managing the replacement or renovation of public facilities,

aging city streets, water and sewer lines and other utilities. His public facility improvement work includes recreation complexes, fire stations, transit centers, fountains, parks, and aquatic centers. John is proficient in scheduling, financial management and multi-party coordination. He also has a strong track record in obtaining and administering federal funding. John is a skilled presenter who has often served as a liaison to public agencies and the community at large.

LABOR COMPLIANCE

30%



ERICA BERGER serves as Ardurra's Labor Compliance Administrator and Field Investigations Manager, making sure that the various labor compliance contracts are secured. She reviews all labor compliance pre-construction applications to comply with either

DIR, federal, and/or dually funded projects. She works with contractors and their subcontractors to utilize LCP Tracker and avoid iterative submissions. Erica is experienced with conducting field interviews for compliance with labor compliance issues and verifying that the appropriate wage determinations and labor compliance posters are posted for each project. She oversees the added task for grant-funded projects for photographic documentation and the forms required to comply with state-funded grant projects and with Davis-Bacon Act (DBA) regulations.

CONSTRUCTION INSPECTOR

100%



NATHAN WOLITARSKY brings 12 years of experience inspecting construction of various facilities, including recreation centers, treatment plants, reservoirs, and pump stations. He is in the final phase of an aquatic center construction project in Bell Gardens, which includes a

12,800-SF aquatics building, lobby, administrative offices, restrooms, mechanical and storage rooms, three types of pools, water play structures, outdoor amphitheater and amenities, shade structures, and site work including walkways, lighting, landscaping, and parking.

MATERIAL TESTING & INSPECTION

50%



GARRETH SAKI, PE, GE is a Principal Engineer for **Ninyo & Moore**. He coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including senior centers in Bellflower, Gardena, and Huntington Beach. Garreth performs slope

stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; and reviews laboratory results, project plans and specifications. He also reviews laboratory test results for conformance with the project documents.

PROJECT CONTROLS

50%



KELLY LEYVA, CMIT has provided accurate and timely support on public works projects throughout Southern California. She assists with managing project documentation, maintaining accurate records, tracking documentation, and overseeing the timely completion of project

deliverables. Kelly supported the Ardurra team on the City of Lakewood Tot Lot Playground Improvements to Biscailuz Park and Playground Improvements to Boyar Park.

RESUMES

Please see Appendix A for resumes of all team members.

3. PROJECT RELATED EXPERIENCE

Our team's experience, together with our constant team communication and our quality control approach, has provided us with a solid track record of meeting schedules, effectively adapting to unforeseen challenges, and maintaining budgets. Below are highlights of some of Ardurra's and Ninyo & Moore's recent relevant projects, along with references.

TOT LOT PLAYGROUND IMPROVEMENTS TO BISCAILUZ PARK & PLAYGROUND IMPROVEMENTS TO BOYAR PARK

City of Lakewood

Project Dates: 6/2024 – 10/2024

Reference: Samantha Chambers, Project Manager, 562.712.9955

This project includes infrastructure improvements at two parks within the city of Lakewood. Project scope includes removal of existing sand, play equipment and concrete foundations, grading, removal and replacement of chain link fabric, installation of new owner furnished contractor installed (OFCI) play equipment, new resilient rubberized surfacing, and miscellaneous related improvements at Biscailuz and Boyar Parks. Ardurra provided CM and inspection services in the field and ensured contractor compliance with plans and specifications.



CONSTRUCTABILITY REVIEW FOR PALMS PARK COMMUNITY CENTER IMPROVEMENTS

City of Lakewood

Project Dates: 8/2024

Ardurra performed a constructability review of the Palms Park Community Center architectural plans and provided 22 comments to be addressed by the designer to improve project implementation and minimize change order and/or delay claims.

SOUTH BAY REGIONAL INTERMODAL TRANSIT CENTER

City of Redondo Beach

Project Dates: 6/2020 – 1/2023

Reference: Andrew Winje, PE, City Engineer, 310.697.4661

Ardurra provided CM and inspection along with other professional services required to undertake and successfully manage construction of this modern multimodal transportation facility. The 2,900-square-foot building is certified LEED Silver and involved the installation of all

required controls and accessories for a fully functioning Title 24-compliant lighting control system and surveillance network. The facility also has a storm drain capture system that can retain tens of thousands of gallons of stormwater. Amenities and services to transit passengers include 11 bus bays in the transit terminal area, a ticketing vending machine, signalized crosswalks, passenger waiting area with restrooms, parking lot with 320 spaces, short-term parking area for 13 vehicles, 12 bicycle storage lockers, and security cameras. For staff, the facility provides operator layover amenities, offices, and private restrooms.



JOHN ANSON FORD PARK REGIONAL AQUATICS CENTER

City of Bell Gardens

Project Dates: 7/2023 - ongoing

Reference: Bernardo Iniguez, Public Works Director, 562.806.7770



This project involves renovation of the existing aquatic center at John Anson Ford Park and creation of a state-of-the-art regional aquatic center (approx. 126,000 SF). The construction of the new aquatic building includes a lobby, check-in

and administrative offices, restrooms with lockers and showers, family changing rooms, pool mechanical room, pool storage room, electrical room, lifeguard room, and a fitness center. The facility includes shade structures, bleacher seating, performance stage, terraced lawn seating, outdoor fireplace, site hardscape paving, monument sign wall, site lighting, fencing, gates, new tree and shrub plantings, and irrigation to provide a completely operational aquatic facility.

ALAMITOS BEACH CONCESSION BUILDING

City of Long Beach

Project Dates: 4/2020 – 8/2023

Reference: Tony Resendez, Project Management Officer, 562.570.6258

The Alamitos Beach Concession Building is an elegant two-story restaurant and entertainment venue that elevates the beach-going experience by providing amenities such as rooftop dining overlooking the beach, a convenient concession window for take-out, fitness



stations, a dune-themed passive playground, a new pickup and drop-off plaza, bike share station, sports equipment rental facility, and secure restrooms. Located at the intersection of Shoreline Drive and Alamitos Avenue, this is the westernmost section of Long Beach's complex of beaches, linking downtown to Alamitos Bay via a paved bicycle path and separate pedestrian walking path. The facility was built with resilient construction materials to withstand the marine and urban beach environment. The project implemented enhanced circulation, bike access, wayfinding graphics, and additional beach parking including electric vehicle (EV) parking stalls.

AS-NEEDED LABOR COMPLIANCE MONITORING Long Beach Utilities Department (LBUD)

Project Dates: 8/2021 – 6/2023

Reference: Danna Monzon, PE, Manager of Engineering – Water/Sewer Systems Infrastructure, 562.570.2325

Ardurra provided program management to LBUD who later requested assistance with labor compliance tasks for several CIP projects during construction. These projects included all of the groundwater well projects and tank rehabilitation projects, which involved numerous subcontractors. LBUD also adopted a Project Labor Agreement (PLA), and the program management team assisted management in administering the PLA. Since the contract was over a year period, one key component was to inform LBUD of any changes or developments regarding issues of federal or California labor compliance. Labor compliance assistance for LBUD involved utilizing LCP Tracker and performing all monitoring activities to ensure that workers employed by LBUD's contractors and their subcontractors are hired and paid in compliance with all applicable labor standards. Ardurra served as the primary contact for LBUD's contractors and their subcontractors for issues related to labor compliance standards.

AS-NEEDED CONTRACT ADMINISTRATION FOR LABOR COMPLIANCE CONSULTING SERVICES County of San Diego

Project Dates: 8/2021 – 6/2025

*Reference: Sarah Panfil, Administrative Analyst II, PM Division,
Sarah.Panfil@sdcounty.ca.gov*

Ardurra provided labor compliance assistance for the County with monitoring activities to ensure that workers employed by the County's contractors and their subcontractors are hired and paid in compliance with all applicable labor standards. Ardurra served as the primary contact for the County's contractors and their subcontractors for issues related to labor compliance standards. Since the contract was for a five-year period, one key component was to inform the County of any changes or developments regarding issues of Federal or California labor compliance.

BELLFLOWER YOUTH & SENIOR CENTER City of Bellflower

Reference: Douglas Hogg, Construction Manager, 951.342.3120

Ninyo & Moore is providing geotechnical engineering, materials testing, and special inspection services during construction of the Bellflower Youth and Senior Citizen Center. The project consists of a new, single-story, approximately 11,834-SF community center designed to serve both youth and senior populations. The new building includes community rooms, administrative offices, youth and senior activity spaces, a kitchen, storage areas, and multiple restrooms, along with outdoor patios, flatwork, and landscaped areas.

COMMUNITY AQUATICS & SENIOR CENTER City of Gardena

Reference: Jon Hughes, VP, Director of Operations, 949.497.9000

Ninyo & Moore is providing geotechnical engineering, materials testing, and special inspection services for the construction of the Gardena Community Aquatic and Senior Center. The project consists of the development of a new community facility encompassing an aquatic center, senior center, and related infrastructure. The new facility will include a two-story senior center building with program rooms, staff offices, lounge areas, a commercial kitchen, restrooms, and utility rooms, along with an attached recreation swimming pool, pool deck, aquatics equipment room, and storage areas. Exterior improvements include the construction of shade structures, bleacher seating, perimeter and low walls, barbeque facilities, ADA-compliant hardscape paving, and landscape enhancements.

4. QUALITY ASSURANCE PROGRAM

APPROACH TO DELIVERING QUALITY IN THE CONSTRUCTED PROJECT

The Ardurra approach to CM and inspection is designed to safely deliver projects on time, within budget and with quality in the constructed product that is prescribed by the plans and specifications. In addition, our approach systematizes monitoring and requiring compliance with requisite codes, standards, permits, environmental mitigation and stipulated housekeeping and public nuisance elimination and relations measures. The firm uses proven methods for performing the multitude of tasks that dictate the success of a construction project, maintaining continuous, efficient and transparent communication.

The Ardurra team fosters productive collaboration and cooperation among all stakeholders, from the contractor to local businesses to residents. We will work closely with City staff and the design team to confirm project intent and compliance. Potential challenges are proactively identified and addressed before they become significant budget issues and schedule delays. **By utilizing Ardurra, clients are kept informed on a real-time basis and know that Ardurra's guiding principle is to always act in its client's best interest.**

IMPORTANCE OF CONTRACTOR PREQUALIFICATION PROCESS

Developing and implementing a contractor prequalification process is critical for maintaining safety, quality, compliance, and the overall success of a project. Ardurra's team is well-versed at conducting public bid prequalification processes and analyses resulting in a short list of prequalified contractors, using an evaluation criteria similar to the checklist shown in **Figure 1**. The team will blend the City's RFQ process with the Labor Commissioner's Model Questionnaire in order to conduct a prequalification process for the project that complies with Public Contract Code Section 20101. Ardurra can also utilize recent examples of prequalification processes implemented on other public agency projects. Ardurra will also assist the City to recruit well-qualified bidders to participate in the prequalification process.

RISK MITIGATION

Based on our review of the RFP, plans and specifications, as well as our decades of experience with similar facilities and infrastructure, we have prepared a **Risk Register** (shown on the following page) that identifies potential critical issues and how they can be mitigated. The risk management framework aids in early detection of uncertainties in costs; delays; and business, safety, environmental, and technical elements.

SOQ Submission Checklist

CDBG Project No. 602095-19
Prequalification of Prospective Bidders for the Bell Gardens Ford Park Aquatics Center Project

RFP DUE DATE: 08/21/23 11:00 AM	Requirements	Bidder
		Contact, Title
Proposal Section Title		
Attendance at Pre-Proposal Meeting		Names
Submission Requirements	- 5 hard copies - 1 electronic file	electronic file (106 pgs)
Cover Letter	- high level firm & key team member overview - identification of subcontractors	pg 3/106 key team members and subs not specified
Executive Summary	- narrative not exceeding 3 pgs	no Executive Summary
Addendum 1 (Section E)	- Section 3 Intent to Comply	PDF pg 49/106 and pg 50/106
Addendum 2	- Q&A Signed Acknowledgement	PDF pg 51-55/106
Pre-Qualification Questionnaire	- Part I Essential Requirements	PDF pg 8-9/106 noted as pp 16-17
	- Part II Questionnaire (Sect A - C)	PDF pg 10-20/106 noted as pp 18-27
	- Part III Similar Project Experience & References	PDF pg 21-43/106
List of Completed Projects	- Req 1 - 5 proj w/in past 10 yrs w/construction cost of at least \$20M - Req 2 - 3 pool commercial pool projects - Req 3 - 3 HUD/CDBG projects	PDF pg 21-43/106 Req 1 & 2 = 8 projects Req 3 = 3 projects
One-page Summary Document	- details provided in Appendix	PDF pg 45-47/106
Mandatory Attachments		
A. Financial Stability	- financial statement or annual report, and/or - business tax return, and/or - statement of income & related earnings	2022 Audited Consolidated Financial Statement pg 56-76/106
C. Authorization & Certification	- Section 11 Appeals Procedure - Section 12 Submittal Form	Sec 11 - ? Sec 12 - pg 6-7/106 (noted as pp 14-15)
Non-Mandatory Attachments		
D. W-9 Form	Optional	PDF pg 77-82/106
E. Business License	Optional	PDF pg 83/106
F. Proof of Registration with Secretary of State	Optional	PDF pg 84/106
Appendices (Support Docs)		
Project Examples	- not to exceed 2 pages/project - no more than 5 projects	PDF pg 21-43/106
Other Applicable Exhibits	- not exceeding 5 pages total	Sec D - Certification PDF pg 44/106; pg 30

Figure 1. Example Evaluation Checklist

RISK REGISTER

Construction Manager's identification of project risks and approach to mitigating these risks and minimizing impacts to the project

RISK DESCRIPTION	RISK MITIGATION
<p>Challenges with Low Bid Contractors, Claims Avoidance and/or Resolution - The design-bid-build market is fraught with contractors and subcontractors that become overextended due to engaging on projects outside their core competency, winning more projects that strain their available resources and/or those that operate with a "claims-oriented" culture. Construction supply chain challenges and extraordinary cost escalation has only exacerbated the potential risk of implementing public projects using this traditional industry method.</p>	<ul style="list-style-type: none"> ■ Closely monitor key contractor performance indicators for typical red flags. ■ Inform the City and provide timely and prudent recommendations for addressing project issues in the City's and project's best interest, always in a timely manner. ■ Diligently document potential claims on a real-time basis. Process change orders timely, use unilateral change orders for City's acknowledged undisputed additional costs and time if contractor unreasonably refuses to sign change instruments. ■ Prepare independent cost estimates and time impact analyses to support and document change order negotiations. ■ Engage surety early if red flag indicators point to potential contractor default. ■ Implement time-tested strategies for claims avoidance and/or claims resolution.
<p>Long Lead Procurements - The mishandling of long lead procurement can result in substantial delays to the project.</p>	<ul style="list-style-type: none"> ■ Implement time-tested and proactive approach for managing long lead procurements. ■ Clearly identify project elements that will require long lead procurement strategies in the Construction Documents. ■ Implement procurement by the City (Owner Furnished, Contractor Installed – OFCI) if necessary for specific components to achieve desired completion schedule. ■ Consider utilizing a "Limited/Administrative Notice to Proceed" (LNTP) for advanced procurement, time critical permit processing and other critical startup activities, prior to starting the construction time clock. ■ Lead and continuously monitor progress of long lead items through the submittal, procurement, and delivery process until successfully received on or ahead of schedule. ■ Use information gathered on any potential procurement/delivery delays to adjust scheduling milestones to the project's best interests.
<p>Extensive Permits to Secure - There are numerous engineering, regulatory, and construction permits to obtain and/or describe for the contractor to obtain.</p>	<ul style="list-style-type: none"> ■ Assign an overall permit coordinator and prepare a Permit Work Plan that is tied to the overall schedule. ■ Assign individual PMs to each regulator for new services that require address. ■ Specific items must be complete to send in packages, and these must be carefully planned. ■ Schedule quarterly meetings with the various planners and/or regulators to keep these on track. ■ Dewatering requirements must be clear and consistent in all specifications.
<p>Stakeholder Coordination (optional)</p>	<ul style="list-style-type: none"> ■ Stakeholders must be kept up to date. ■ Prepare an overall Public Outreach Program to build on the current materials. ■ Leverage existing relationships.

BEST PRACTICES

Below are some of our team's best practices employed on each project.

SAFETY. First and foremost, Ardurra always considers safety the most important issue on any construction project. Our team will recommend key safety provisions to require the contractor to have competent safety personnel and site-specific safety programs employed on the project at all times and will monitor the contractor's operations for compliance with project safety requirements and requisite provisions of state and federal law.

PROTOCOL AND COMMUNICATION. Timely and concise communications are essential to the successful completion of any construction project. Protocol will be determined as appropriate for each project and maintained for the project duration. Communications and correspondence will be handled in a professional and respectful manner. Ardurra equips its CM team with state-of-the-art electronic management hardware and software, such that electronic documentation is utilized for as much of the required documentation as possible. The Ardurra CM team is experienced with serving as the primary project contact, acting as the hub of communication with timely distribution of requisite correspondence and documentation to all respective stakeholders as applicable.

CONSTRUCTION PROGRESS/COORDINATION MEETINGS. Periodic project team/stakeholder meetings will focus on progress during the period; planned vs. actual schedule; current or unresolved problems; anticipated or pending change orders; impacts of problems or change orders on schedule and budget; discussion of new goals, planned vs. actual budget analysis; scheduled concurrent with a weekly meeting to save time and cost; contractor's detailed four-week look-ahead schedule; progress and major decisions during the last week.

QUALITY ASSURANCE. Ardurra will implement the City's established and federally approved Quality Assurance Plan (QAP), as applicable. Ardurra will coordinate QA/QC activities daily to monitor the proper installation of approved and specified materials, contractor workmanship. This includes full compliance with plans, specifications, and standards and review of deficiencies for timely and efficient resolution.

TESTING AND OBSERVATIONS. Ardurra will coordinate with our inspection and testing subconsultant, Ninyo and Moore, for laboratory, job site, and offsite/source inspection and testing of construction materials and required observations per the QAP, construction documents, construction codes, and jurisdictional agencies. We will monitor testing services, track documentation, and record testing results. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. Ardurra will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

LABOR COMPLIANCE. Ardurra's labor compliance specialists work proactively and cooperatively with contractors to monitor and enforce the municipality's and funding agency's requirements. Our experts have a working knowledge of labor compliance requirements on State DIR-controlled projects, as well as Federal Davis-Bacon controlled projects including Housing and Urban Development funded projects, necessary to assist the City with ensuring compliance with project funding requirements. Items regularly reviewed and documented as part of these services include project signage and posting of proper notifications, apprentice request submissions, initial labor compliance documentation, DIR registration, weekly certified payroll submission, and labor compliance field interviews.

DELIVERY OF AS-BUILTS AND CLOSEOUT DOCUMENTS. Ardurra will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up to date throughout the project as required by the specifications. Ardurra will review the contractor's submittal of "as-constructed" conditions and compare this submittal to Ardurra's own documentation. Discrepancies will be discussed, resolved, and recorded. The Ardurra team will enforce the provisions of the specifications to require the contractor to submit well-coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock, and/or other items required by the contract documents such that a timely closeout of the project is implemented. Ardurra will perform closeout duties, including final organization of project files, and submit to the City for final approval. Ardurra will also assist with the filing of the Notice of Completion and Release of Retention.

DAILY CONSTRUCTION OBSERVATION REPORTS. Ardurra and/or the deputy/specialty soils and materials inspectors will compile daily observation reports documenting the contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues, and directions given to the contractor. Completed daily reports will be transmitted electronically to the City's Project Manager on a weekly basis. Ardurra prepares and maintains an electronic photo journal documenting the construction progress. Photos shall be taken before construction begins, during construction, and upon completion of the project.

FINAL INSPECTION. Satisfactory completion of all punch list items is verified before Ardurra recommends processing of the Notice of Completion. Ardurra is noted for attention to detail. Not only have we excelled at closing out our own projects, but we have been requested to, and successfully, close out problem city projects in which our services were not initially utilized.



APPENDIX A

RESUMES



DINO D'EMILIA, PE, F.ASCE, QSD

Principal-in-Charge

QUALIFICATIONS

Ardurra's Southwest Program & Construction Management Practice Director, Dino D'Emilia has delivered public works infrastructure projects valued at more than \$1 billion for public agency clients throughout Southern California. Dino began his career as a civil engineer with the Los Angeles Department of Water and Power, later transitioning into consulting for the public sector. He has played critical roles on infrastructure projects to build, renew and upgrade freeways, city streets, transit centers, pedestrian paths, light rail, water mains, sewers, storm drains, greenbelts, soccer fields and recreation centers.

A catalyst in the growth of the firm, Dino helps public agency clients minimize risk and maximize return on investment through direct project involvement and deep expertise in project and construction management. He is also recognized by peers and clients for his expertise in compliance with federal contract requirements and the Caltrans "Local Assistance Procedures Manual" (LAPM).

In keeping with his passion for building infrastructure, Dino actively participates in local chapters of the American Public Works Association, the American Society of Civil Engineers, and Construction Management Association of America. He supports the growth and development of emerging engineers as a mentor to colleagues, provides construction management best practices training to agency public works staff, and serves as a guest lecturer on construction management at the University of Southern California, Loyola Marymount University and California State University, Long Beach.

RELEVANT EXPERIENCE

Mary K. Giordano Regional Transit Center, City of Torrance – Construction Manager. This LEED Gold project included parking for buses and automobiles, covered passenger boarding areas, and a 15,000-SF building that accommodates offices, training/conference room, security office/post communications room, employee break areas and retail spaces. The project also involved offsite improvements for the installation of required utilities, the widening of Crenshaw Boulevard and construction of an extension of 208th Street as well as related improvements. The original contractor for this project defaulted, and Ardurra was instrumental in coordinating takeover of the remaining work by the surety, addressing encountered construction defects, and overseeing completion of the work by the takeover contractor, including settlement negotiations with the surety and resolution of related claims. *This project received the 2024 Merit Award from ACEC California and the 2024 CMAA Southern California Chapter Project Award.*

South Bay Regional Intermodal Transit Center, City of Redondo Beach – Principal-in-Charge. Provided construction management and inspection along with other professional services required to undertake and successfully manage construction of this multi-phased project, which includes a new LEED certified transit center with a 2,900-square-foot building housing an operator's lounge, private restrooms, public restrooms, and offices. The facility also includes a parking lot, passenger drop-off area, 11 bus bays, traffic signals, striping, and an upper-level parking lot. Phase two improvements involve the widening and realignment of Kingsdale Avenue between Grant Avenue and Artesia Boulevard, which will include an additional dedicated right turn lane, new sidewalks, streetlights, and landscaping of the newly widened street. The project received the following awards: *2024 Merit Award, ACEC California; 2023 Project Achievement Award for Transportation, CMAA Southern California Chapter; and 2023 BEST Project of the Year (Facilities Category), APWA Southern California Chapter.*

Alamitos Beach Concession Building, City of Long Beach – Principal-in-Charge/Construction Manager. Provided oversight for CM and inspection for the construction of a two-story beach concession stand/



EDUCATION

BS, Civil Engineering, Northeastern University (Boston, MA), 1991

REGISTRATIONS

Registered Professional Engineer
California No. C55453

CERTIFICATIONS

Fellow, American Society of Civil Engineers (F.ASCE)
Qualified SWPPP Developer (QSD)
OSHA 10-Hour Certification

AFFILIATIONS

American Public Works Association,
Southern California Chapter 2011
President and 2012 Congress
Finance Chair

City Engineers Association
County Engineers Association
Construction Management
Association of America
American Society of Civil Engineers
Chi Epsilon

Guest Lecturer in CM:

- CSU Long Beach College of Engineering, 2016
- CSU Northridge College of Engineering, 2023
- APWA Public Works Officer's Institute, Complete Streets Conference, several years running

YEARS OF EXPERIENCE

34 total / 15 with Ardurra



restaurant and two auxiliary buildings. The project also implemented enhanced circulation, bike access, wayfinding graphics, and additional beach parking including electric vehicle parking stalls. The contractor defaulted, and Ardurra was instrumental in coordinating takeover of the remaining work by the surety, addressing encountered construction defects, and overseeing completion of the work by the takeover contractor. Ardurra also assisted with settlement negotiations with the surety and resolution of related claims. *2024 Commendation Award, ACEC California and 2024 Project Award, CMAA Southern California Chapter*

Congresswoman Juanita Millender-McDonald Community Center Refurbishment and Upgrade, City of Carson – Project Manager/Owner's Representative. Provided oversight for improvements to the City's community center including program development, presentations, design consultant selection and design coordination, supporting union negotiations and compliance with agency funding requirements. Prepared an RFP and assisted with the performance contractor selection processes. Coordinated the design, permitting and tenant improvements of a storage space into the Senior Cyber Café. This project replaced this 54,000-SF facility's roof and air conditioning system, installed a solar panel system and mechanical, electrical, plumbing, safety, and architectural renovations. The center remained open throughout construction. Duties included procurement of the design-build contractor, drafting and presenting related City Council reports and updates, and requisite resolutions for City Council approval.

Roundhouse Marine Studies Lab and Aquarium, City of Manhattan Beach – Principal-in-Charge/Project Manager. Project included the expansion and renewal of the City's registered historic landmark, the Roundhouse Aquarium on the Manhattan Beach Pier, which involved directing all aspects of the work, including relocating the aquarium's ocean creatures to temporary shelter during construction, then back to the completed facility; guiding a project management team made up of a marine biologist, an environmental services specialist, an architectural historian and support staff; serving as a liaison to the project's three primary stakeholders. Ardurra implemented a multi-prime delivery project, procured, coordinated and administered 19 construction and specialty contracts for the successful completion of the project; managed the project throughout the bidding and award, construction and commissioning phases; procured the design, environmental, construction management and quality assurance consulting team; facilitated a consensus-driven design process; administered professional services agreements; coordinated and expedited the process of obtaining entitlements and permits; assisted the City in coordinating the concurrent \$3M replacement of all major utilities along both sides

of the pier as well as under the structure; achieved expedited approval for numerous government permits. The project was delivered with a Public-Private Partnership (P3) and multi-prime delivery method. Duties included drafting and presenting City Council reports and resolutions for approval by City Council. *The Roundhouse project received a 2019 Merit Award from the American Council of Engineering Companies.*

Girl Scouts of Orange County Leadership Center, City of Newport Beach – Project Manager. Construction of a 4,100-SF LEED Silver facility with a 2,000-SF patio at Marina Park on oceanfront property that involved construction of a new building, site utilities and improvements, including hardscape, landscape, and irrigation. Assisted the owner with addressing construction defects and claims resolution.

Civic Center Construction & Library Expansion, City of Newport Beach – Principal-in-Charge. Oversaw construction services including providing a constructability review, building inspection, and plan check for the construction phase of this project that included a new 99,800-SF LEED Silver city hall, council chambers, a 17,000-SF library expansion, a 15-acre park and a 450-space two-story parking structure. Associated improvements included water, sewer, storm drainage and electrical systems.

Belmont Plaza Pool Rebuild/Revitalization Project, City of Long Beach – Project Manager. The new aquatics center will host swimming, water polo and platform diving events at the local, regional, and national levels. Project includes representing the City and its interests in all negotiations, meetings, community outreach, entitlements, permitting, design management, and related activities throughout the project. The project required extensive public outreach and implementation of a stakeholder advisory committee during the programmatic and conceptual design phases. An extensive EIR with an extended comment period and four public study sessions were required to achieve CEQA clearance. The project also required extensive additional analyses and coordination with the California Coastal Commission to address numerous appeals and concerns regarding citywide access to the pools, sea-level rise/wave uprush and beach erosion as well as justification of alternate project sites; conducted biddability and constructability reviews assessing temporary facilities, demolition, and the new facilities' project documents; implemented the demolition of the condemned facility and construction of necessary temporary facilities to continue operation of the aquatics department and required restroom and shower facilities while the permanent facility was planned, designed, and entitled. Duties included drafting and presenting multiple City Council reports and resolutions needed for the implementation of the project.



JOHN WOLITARSKY, CCM

Construction Manager/Point of Contact

QUALIFICATIONS

John Wolitarsky has delivered critical capital improvement projects for many Southern California public agencies. John excels in managing the replacement or renovation of public facilities, aging city streets, water and sewer lines and other utilities. He recently completed an award-winning, \$13-million transit center in Redondo Beach, California. In addition to John's core project and construction management expertise, he is proficient in scheduling, financial management and multi-party coordination. Also, John has a strong track record in obtaining and administering federal funding. John is a skilled presenter who has often served as a liaison to public agencies and the community at large.

RELEVANT EXPERIENCE

Redondo Beach South Bay Regional Intermodal Transit Center, City of Redondo Beach – Lead Construction Manager. Provided construction management and inspection of the new \$13.2-million modern LEED Silver multimodal transportation facility. Phase one of the project included construction of a new Transit Center to replace the existing antiquated Transit Center located adjacent to the Galleria. The new Transit Center was constructed at a site south of Target along Kingsdale Avenue. The new facility consists of a 2,900-square-foot building housing an operator lounge, private restrooms, passenger waiting area with public restrooms, and offices. Other improvements include a kiss-and-ride parking area, a 320-space upper-level parking lot, bicycle storage lockers, 11 new bus bays, signalized crosswalks, traffic signals, striping, as well as a TAP vending machine and CCTV security cameras. Phase two improvements involve the widening and realignment of Kingsdale Avenue between Grant Avenue and Artesia Boulevard. This roadway improvement will include an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping on the easterly side of the newly widened street adjacent to the Galleria Shopping Center. *The project received the following awards: 2024 Merit Award, ACEC California; 2023 Project Achievement Award for Transportation: Roads and Highways in the range of \$10M - \$50M, CMAA Southern California Chapter; and 2023 BEST Project of the Year (Facilities Category), APWA Southern California Chapter.*

John Anson Ford Park Regional Aquatics Center, City of Bell Gardens – Construction Manager. Project includes construction management and inspection services to coordinate with the City and design team, and to manage the bid, demolition, and construction phases. Construction consists of the demolition of the former Ford Park Aquatics Center and construction of a new 12,800-SF aquatics building, a lobby, check-in, and administrative offices, restrooms, mechanical and storage rooms, new swimming pools including a competition pool, activity pool, and therapy pool, water play structures, outdoor amphitheater and amenities, shade structures, and site work including walkways, lighting, landscaping, and parking.

Fountain Valley Recreation Center Exterior Improvements, City of Fountain Valley – Construction Manager. Exterior renovation of the City's recreation center, which was showing acute signs of wear after 40 years. Managed replacement of the building's storefront windows, doors and roof. Oversaw construction of a new entry area and the repainting of the entire building exterior. Delivered the project on schedule and within budget through close coordination with City staff, the contractor and architect. The center remained open for classes and community activities throughout construction.

Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project, City of Cypress – Construction Manager. This project involved seismic upgrade and complete modernization to the interior of the existing Police Department. Improvements for this 20,000-square-foot building with a partial basement included new electrical, HVAC, office space, conference rooms, restrooms/locker rooms, evidence room, an outdoor patio, as well as seismic retrofitting of the building. The project required substantial coordination with the Police Department to relocate police personnel and operations to temporary trailers during construction. *2022 Project Achievement Award, CMAA Southern California Chapter*



EDUCATION

BS, Business Administration,
University of Southern California,
1986

CERTIFICATIONS

Certified Construction Manager
(CCM), Construction Management
Association of America, #10457

AFFILIATIONS

American Public Works Association
(APWA), Southern California
Chapter
Construction Management Association
of America (CMAA)
City and County Engineers Association

YEARS OF EXPERIENCE

39 total / 9 with Ardurra

Myrtha Pool Phase 1 Interim Repairs, *City of Long Beach* – Senior Construction Manager. Provided construction management services for repair of degraded components at the Belmont Pool including palled and cracked concrete deck, exposed deck reinforcing steel, corroded deck steel pan, corroded deck steel structural support, spalled and cracked concrete stair treads, and corroded stair steel pans, as well as removal and installation of new bleachers.

El Monte Aquatic Center Renovation, *City of El Monte* – Construction Manager for this project that involved extensive updates to a municipal aquatic center with three pools. The project required such steps as removing and storing two large bulkheads with a crane, draining the pools and water-blasting gutter grates to prepare for construction. Services included monitoring safety measures, plaster and tile removal and replastering, light removal, construction notice posting, construction waste disposal, dust and noise control. Construction included replastering and installing new tiles and refilling the pools.

San Fernando Regional Aquatic Center, ** City of San Fernando* – Construction Manager for this aquatic facility with regional significance. This award-winning project was funded by multiple state and federal agencies. Assigned to ensure compliance with local, state and federal funding requirements. Facilitated neighborhood and City Council meetings and prepared agendas for weekly construction meetings. Oversaw project adherence to the construction schedule and budget. This project constructed a 50-meter pool for competitive swimming, a recreational pool, and a wading pool. The project also included construction of a two story, 12,500-square-foot building to house locker rooms and provide office and conference room spaces for staff.

Beverly Hills Burton Way Median, *City of Beverly Hills* – Senior Construction Manager. Project includes the creation of a stormwater retention site and improves the landscaping on Burton Way between Rexford and Oakhurst drives including the transformation of the median into a drought-tolerant garden and the creation of an environmentally sustainable sculpture garden.

Fountain Rehabilitation Project, *City of Fountain Valley* – Construction Manager. Project involved returning the City Hall fountain to service after a 2015 drought-related shutdown. Pre-construction duties included preparing bid phase documents and contractor selection. The project reduced the size of the original fountain, replacing a portion with landscaping. Coordinated efforts of two contractors and managed overall construction activities. Public outreach was a significant part of this project.

Park Structure Replacement Project, ** City of Santa Monica* – Construction Manager. Consultant providing full-time onsite quality control for project to replace public facilities at Los Amigos Park on the campus of a public elementary school. Structures included restrooms, storage, an announcer's booth and concessions stand. Approved all project components, including the off-site fabrication of wall panels. Originally hired by the City to provide Division of State Architect inspection. The City expanded the role after terminating the original contractor.

Wilson Reservoir Replacement Project, ** City of South Pasadena* – Project/Construction Manager. Oversaw all aspects of this complex, multi-jurisdictional capital project to construct a 1.3-million-gallon reservoir. Prepared RFPs to retain a design engineer and supported with consultant and contractor selection. Oversaw final design, prepared staff reports for city council consideration and made presentations. Represented the City on all project matters during construction. Conducted neighborhood meetings with affected residents and proactively responded to their concerns. Enforced the project schedule, negotiated change orders and maintained accounting records to track bond debt service. This project was delivered on time with only two percent in change orders.

Garfield Reservoir Replacement Project, ** City of South Pasadena* – Project/Construction Manager for this project to construct a 6.5-million-gallon reservoir. Managed all aspects of the project from concept to completion. Guided development of preliminary design report and assisted City officials in selecting a design. Drafted RFPs, prepared staff reports and attended city council meetings for selection of design, construction management and soils engineering consultants. Coordinated the bid phase and prepared all related documents. During construction, represented the city in securing easements and permits from the Los Angeles County Department of Public Works (LACPW), the Pasadena Unified School District, the Los Angeles County Sanitation District and the State Water Resources Control Board (SWRCB). Provided all utility coordination and monitored the project schedule, change order requests and bond debt service requirements. Oversaw all environmental studies and ensured compliance with all CEQA requirements. In addition, managed construction of a two-story, 8,300-square-foot building adjacent to the reservoir to house the City's water operations staff. Completed the project with under 1 percent in change orders.

Graves Reservoir Replacement Funding Acquisition and Management, ** City of South Pasadena* – Project Manager for the preparation of the City's successful application to SWRCB for a low-interest revolving loan to finance the reservoir's construction. Assisted in development of a cost-of-service study for water rates to determine if current rates would be sufficient to pay debt service on loan. In addition, submitted and received an EPA grant to construct a wellhead treatment system for this project. Performed all necessary administrative tasks required by funders.

Fire Station No. 2 Replacement Project, ** City of Santa Monica* – Construction Manager for the demolition and replacement of a deficient fire station. Inspected construction to ensure compliance with requirements of California Division of the State Architect (DSA). The project met DSA requirements throughout construction. Submitted and filed all necessary paperwork on behalf of the City. Obtained a certificate of occupancy from the State of California. The building included an apparatus space for fire engines and paramedic vehicles, an emergency power generator, an exercise room and day room.

**Work performed prior to joining Ardurra*



MARK LEWIS, PE, TE

Quality Control/City Liaison

QUALIFICATIONS

Mark Lewis, PE, TE, is a proven leader with 40 years of engineering experience. Mark's ambitious career with the City of Fountain Valley spanned 34 years, commencing as a college intern and advancing to the position of director of Public Works/City Engineer for the last 20 years of his tenure. Mark has extensive familiarity, knowledge, and progressive management expertise in strategic planning, operational efficiency, financial planning, and human resources management. He applies an innovative approach in these key areas in addition to communication, funding procurement, asset management, capital improvement program development and implementation, project management, and intergovernmental relations to deliver cost-saving solutions to all his projects. Mark secured more than \$60 million of local, federal, and state grants to fund a capital program that resulted in the City of Fountain Valley being known for its high-quality streets, world-class sports park, and recreational center. Also, the City provides a fiscally sustainable utility enterprise to provide high-quality and reliable water, sewer, and drainage infrastructure.

Mark's additional and notable accomplishments include chairing the Orange County Transportation Authority (OCTA) Technical Advisory Committee (TAC) and Technical Steering Committee (TSC) on four separate occasions. He participated in drafting language for OCTA Measure M2 and met with government and business leaders throughout its development and ultimate passage. Mark has also been the chair of the Laguna Beach Water Commission, president of the OC City Engineers Association, and president of OC Traffic Engineering Council. Mark is a leading mind in regional arenas of transportation, waterworks and civil services throughout Orange County.

RELEVANT EXPERIENCE

Corner Lot Park Development Project, City of Lakewood – Project Manager. Providing the City with project management support services in developing this space into a community focal point for passive use, community gatherings and events, farmer's markets, and special venue events. Located on the northeast corner of the Del Amo Boulevard/Clark Avenue intersection, this multifaceted project will include a children's activity area, stage with service entry, public restroom, storage facility, trash enclosure, parking lot and flex lot, grand entry with gateway arches and contoured changeable digital message board, soundwalls, and landscape buffer around project. All facilities will be ADA-compliant, energy efficient, water use efficient, LID and water quality/runoff compliant, and low maintenance.

Project Management/Oversight Assistance, New HQ Building, East Orange County Water District (Orange, CA) – Project Manager responsible for determining project delivery alternatives to provide project management and oversight assistance to the EOCWD for the construction of a new 6,000-SF EOCWD Headquarters building, including site work. Assistance provided includes design considerations, delivery method options, entitlement considerations, budgetary considerations, alternative energy solutions, and architectural compatibility with District history, City planning, and neighborhood aesthetics for style, mass, and scale.

Project Management, Funding, and Traffic Engineering Support, City of Lake Forest – Project Manager providing project management of 13 CIP projects with four separate design consultants, coordinating with multiple agencies and funding sources. Providing design solutions and constructability approach recommendations that are being implemented to meet funding and delivery deadlines. Providing review and update of developer funding matrix and suggestions for how to manage multiple funding sources best. Also providing additional municipal engineering assistance with traffic operations, traffic engineering, and transportation management for capital improvement projects,



EDUCATION

BS, Civil Engineering, California State University Long Beach, 1986

REGISTRATIONS

Professional Engineer
California No. C49335
Professional Traffic Engineer
California No. TR1637
Professional Traffic Operations Engineer
California No. 661

AWARDS

2019 APWA Southern California Top Leader Public Sector

AFFILIATIONS

American Society of Civil Engineers
American Public Works Association
Institute of Transportation Engineers
American Water Works Association
City Engineers Association of Orange County
League of California Cities Public Works Officers Institute

YEARS OF EXPERIENCE

40 total / 5 with Ardurra



including developing traffic engineering policies, traffic commission agenda reports, reviewing development projects as they relate to traffic impacts, school traffic programs, and daily traffic engineering questions/concerns.

Director of Public Works/City Engineer, City of Fountain Valley* – Public Works Director/City Engineer responsible for overseeing the daily operation of 76 full-time employees, multiple contract maintenance service agreements, an annual \$7-million general operating budget, an \$11-million water utility operating budget, and a capital improvement budget that ranged from \$10 million to \$20 million annually. The City is a full-service city with a population of over 55,000. There are 220 full-time employees, up to nearly 100 part-time employees, and an annual \$44-million General Fund operating budget. The City delivers high-quality, fiscally responsible public services that feature strong public safety, well-maintained public infrastructure, progressive business development to preserve and enhance City revenues, diverse community programs, and a high quality of life in the City's neighborhoods. During his tenure, secured more than \$2 million from OCTA for staff and consultant resources for the I-405 project interface. Also, through valuable institutional knowledge of previous freeway agreements was able to ensure all utility relocation costs associated with I-405 are 100 percent funded by OCTA, saving the City several million dollars. Also provided innovative and aggressive financial budgeting and funding strategies to secure over \$50 million in Measure M, state, and federal funding for transportation.

Project Management/Constructability Review, City of Seal Beach – Project Manager responsible for providing constructability review and project management during construction for a water and sewer line replacement project as well as an upgrade to a sewer lift station.

Gundry Reservoir Rehabilitation Project, City of Signal Hill – Project Director. Ardurra provided civil and mechanical design services for a sand basin and reservoir to be rehabilitated. The floors and walls of the sand basin and reservoir were to be repaired, any wall penetrations deemed unnecessary were to be removed and repaired, and the existing coatings removed and replaced. Additional footings were placed to accommodate a modern aluminum roof. The existing reservoir internal PVC inlet piping was to be removed and replaced along with mixing inlets, stands, any associated hardware and the outlet grates. Existing steel pipes both inlet, outlet and backwash were to be media blasted and repainted. The reservoir overflow grate was to be replaced and grading of a swale for an overflow/drainage area was proposed.

Utilities Management Support, City of Huntington Beach – Project Manager responsible for providing organizational analysis and recommendations, assisted with the development of the Capital Improvements Program, including stormwater pump station upgrades, sewer lateral program, and on-site chlorine generation, and coordinated with supervisors and superintendents relative to operational and capital issues.

Sewer Lining FY 2022/2023 & 2023/2024, City of Huntington Beach – Project Manager. The project included the cleaning, CCTV, and lining of 25,000 linear feet of existing sewer line, rehabilitation and lining of 84 manholes, and re-establishment of all private sewer laterals into the main line. Ardurra was charged with providing project management and project controls for the project through completion. From the 2022/23 project, Ardurra was brought in halfway through the project as it had stalled and the City needed assistance to get the contractor refocused and back on track. Once we took the reins, the project proceeded on track and was completed in a timely manner without further interruptions or issues. There was one change order on the project that was contentious between the City and contractor. Ardurra's Project Manager, Mark Lewis, worked with both parties to settle the matter amicably. For the 2023/24 project, Ardurra with Mark's leadership, developed the bid package, managed the bidding and award process, and the project startup. This engagement is a testament to the City's confidence in and appreciation of Ardurra's and Mark's work on this and other projects for the City.

I-405 and General Transportation-Related Services, City of Costa Mesa – Consultant to the City providing review and negotiation support for maintenance and ancillary agreements with OCTA/Caltrans related to the I-405 project. Mark's intimate relationship with the I-405 project from its inception, through development, to participating as a reviewer for selection of the design/build contractor, to negotiating many of the early action matters with OCTA and Caltrans has been instrumental in achieving beneficial results for the cities along the I-405 corridor.

City Engineering Support, City of Laguna Hills – Project Manager responsible for providing assistance with development and permit review, capital project management, staff augmentation, policies, and procedures updates, staffing services for City Traffic Commission, and other general city engineering support services.

** Work performed prior to joining Ardurra*



KEN ROSENFELD, PE, ENV SP, QSD/P, F.ASCE

Federal Funding Compliance Oversight

QUALIFICATIONS

Kenneth Rosenfield, PE, QSD/P, brings more than 40 years of experience in public works management, project management, construction management, and municipal engineering services. In addition to an impressive employment history in public works, Ken has been an active volunteer and held many leadership positions supporting the profession.

Ken retired in 2022 from the City of Laguna Hills after completing a 27-year career with the City. During his tenure, he directly managed 130 projects that involved project management, construction management, and compliance with federal regulations for federally funded projects. The total value of these projects was over \$145 million at their time of construction. Management of projects included meeting all requirements of federally funded, state-funded, local sales tax-funded, and locally funded obligations. As the City's first Public Services Director/City Engineer, he established the Public Works Department and all of its functions. The work included public works management; engineering planning and design; capital projects planning, grant applications, operating and capital budgeting, design and implementation; maintenance of all public properties; permitting; construction administration, inspection, and resident engineer; park and landscape maintenance; traffic signal management and maintenance; land development design review, plan check, subdivision, and environmental processing; consultant procurement and management; and hundreds of public presentations. Previously, Ken established the first Public Works Department for the City of Laguna Niguel.

Ken has volunteered for the past 25 years for the American Society of Civil Engineers and is the past ASCE Director for the State of California (Region 9) responsible for 19,000 members. He was also on the 18-member Board of Direction of ASCE based in Reston, Virginia. ASCE, an international organization, is the oldest United States based professional civil engineering organization, a 501c3 non-profit, with a \$46 million annual budget.

RELEVANT EXPERIENCE

Senior Project Manager, Ardurra. Since joining Ardurra, Ken has been an integral part of the municipal services team. He has assisted public agencies by providing project management services to fulfill the implementation of their Capital Improvement Programs. Assisted agencies to meet federal contract requirements for roadway construction by creating and coordinating Caltrans submittals allowing the projects to be advertised for bids. For two Los Angeles County agencies, has undertaken multiple projects, including a constructability evaluation of a major wayfinding sign program resulting in successful project completion, project managing five public building improvement projects, including developing a request for proposal and coordinating the retention of an architectural team to implement the projects, developing a seven-year \$100 million capital improvement program budget and implementing the recently completed re-dedication of the Bruce's Beach Park monument. Examples of his assignments include the following:

- **City of Lakewood.** Preparation of the City's seven-year \$100 million capital improvement program budget. Preparation of design RFP for architectural services to refurbish the city council chambers. Project management of the city council refurbishment design services and for the replacement of two emergency generators. Establishment of standardized bid package specifications for CUPCAA projects, for locally funded projects, for federally funded projects and for CDBG-funded projects based upon the 2024 Greenbook.
- **City of Laguna Niguel.** Project management of multiple capital improvement projects including planning for pavement rehabilitation projects, preparation of bid package specifications for use with CDBG funds, preparing RFPs for design services for a Bus Shelter Replacement project, for a Trail Extension Improvement project and for a 1.6 mile, \$17-million Mobility Enhancement and Permanent Repair project on an arterial highway utilizing state and federal funding. Coordination and compliance with



EDUCATION

MBA, University of California,
Riverside
BS, Civil & Environmental Engineering,
University of California, Irvine

REGISTRATIONS

Registered Professional Engineer
California No. C33496

CERTIFICATIONS

Envision Sustainability Professional
Qualified SWPPP Developer/
Practitioner (QSD/QSP),
Certification #20609
Disaster Service Worker – State of
California

AFFILIATIONS

American Society of Civil Engineers,
Fellow
American Public Works Association
Institute of Transportation Engineers,
Fellow

YEARS OF EXPERIENCE

47 total / 3 with Ardurra



Caltrans requirements for federally funded projects. Preparation of standard city bid specifications utilizing the 2024 Greenbook. Interpretation and recommendations for bridge maintenance based upon Caltrans inspection reports. Review and recommendations for revisions to a third-party Electric Vehicle Charging Rate Study.

- **City of Manhattan Beach.** Project management of multiple capital improvement projects including preparation of an RFP for architectural design services, oversight of planning studies for the remodel of city council chambers and other city hall spaces, oversight of design services for remodel of the public works/purchasing warehouse building, a digital art wall, and replacement of the city hall elevator. Review of design, preparation of bid package specifications, evaluation of bids and construction management for a citywide wayfinding sign project. Close out of multiple City projects including a park and a new fire station.

Laguna Hills Public Works Department, City of Laguna Hills* –

Director of Public Services/City Engineer. During his 27-year career with the City of Laguna Hills, Ken was in responsible charge of all Public Works Operations, City Engineering, Traffic Engineering, and the Capital Improvement Program. Successfully implemented more than 130 capital improvement program projects valued at more than \$145 million. Projects included the widening of all major arterial highway intersections, the widening of Interstate 5 at La Paz Road Interchange, the rehabilitation and maintenance of every public street in the city, and the refurbishment of every local park. Projects also included multiple federally funded projects, development of the 19-acre Community Center and Sports Complex, including the 43,000-SF multi-purpose community building, being an integral team member for the development of the City's 60,000-SF multi-tenant Civic Center (generating positive cash flow for the City), completion of multiple traffic signal synchronization and upgrade projects, and the construction of the City's first sports park, Rapid Falls Park, later renamed Cabot Park.

As the City's first director of public services, duties included developing departmental procedures, preparing departmental operating and citywide capital improvement program budgeting, annual reporting to OCTA and compliance with federally funded project reporting; NPDES compliance, flood control, asset management, traffic engineering, project management of all projects as well as construction management for most capital improvement program projects, coordination with outside agencies, utility coordination, and grant preparation; successful completion of a total of 62 street-related improvement projects including the widening of the Interstate 5 at La Paz Road Interchange, 27 parks improvement projects, 16 streetscape improvement projects, nine flood control projects, 12 public

facility improvement projects, and four trails/open space projects; oversight of an extensive number of consultant teams providing services to the City including civil design, traffic design and operations, landscape design and operations and geotechnical evaluations and testing; reviewed proposed private development proposals; managed the regulatory control of public properties; provided oversight of permit issuance and plan checking; acted as chief logistics officer for emergency operations; and managed all maintenance of streets, parks, traffic signals, drainage, trails and public facilities through contract service providers. Provided hundreds of presentations to the City Council and members of the public.

Tenure at the City of Laguna Hills included additional duties in support of the City's administration. He served as the Assistant City Manager for three years and subsequently served as the Interim City Manager for one year and three months. During those assignments, he retained full responsibility for Public Works Operations, City Engineering, Traffic Engineering, and the Capital Improvement Program.

Public Works Consulting Services, Private Consulting Firm, Santa Ana – Vice President and Professional Services Consultant to various public agencies including:

- **City of Laguna Hills.** Traffic Engineer/Director of Public Services/City Engineer. Established the Public Services Department and was responsible for permits for work in the public right-of-way, civil plan checking, public works maintenance, traffic engineering, operating and capital improvement program budgeting and implementation, subdivision development, landscape maintenance, and project management for all projects and construction management for most capital improvement program projects. Duties included establishing contract service provider specifications for maintenance of all publicly owned properties and rights of way.
- **City of Laguna Niguel and City of Villa Park.** Director of Public Works/City Engineer. Responsible for providing consulting civil engineering and management services, including design services and onsite staffing services. In Laguna Niguel, established the Public Works Department and managed all maintenance service contracts.
- **City of Rancho Mirage.** Director of Public Works/City Engineer. Responsible for designing a variety of public works, street, traffic, drainage, and landscape improvements, maintenance operations, project management, construction management, engineering administration, traffic engineering, public participation programs, and budget recommendations. Managed the in-house public works maintenance operations.

* Work performed prior to joining Ardurra



NATHAN WOLITARSKY

Construction Inspector

QUALIFICATIONS

Nathan Wolitarsky has an accomplished career focused on water projects throughout California. His extensive experience includes construction of projects that contain pump stations, bioretention basins, reservoirs, concrete tanks, waterlines, sanitary sewer systems, wastewater treatment plants, injection wells, aligner pipe installation including epoxy-lined CMLC, construction of buildings including shoring, compaction, and retaining walls. With his exceptional attention to detail and proficient problem-solving skills, he has been given increased levels of responsibility, including project/plan execution, quality control, quality assurance, reporting, preparation of as-built drawings, and being assigned the Competent Person responsible for ensuring a safe workspace.

RELEVANT EXPERIENCE

John Anson Ford Park Regional Aquatics Center, City of Bell Gardens – Inspector. Project includes construction management and inspection services to coordinate with the City and design team, and to manage the bid, demolition, and construction phases. Construction consists of the demolition of the former Ford Park Aquatics Center and construction of a new 12,800 SF aquatics building that includes a lobby, check-in, and administrative offices, restrooms, mechanical and storage rooms. The facility includes new swimming pools (a competition pool, activity pool, and therapy pool), water play structures, outdoor amphitheater and amenities, shade structures, and site work including walkways, lighting, landscaping, and parking.

On-Call Construction Management/Engineering Support/Testing & Inspection, City of Cypress – Providing inspection on various CIP projects for the City of Cypress. Projects have included:

- Cypress Community Center HVAC Replacement
- Cypress Senior Center Interior Improvement, Project 290
- Cypress City Hall Restroom Remodel, Project 324
- Cypress Veterans and Cedar Glen Park Parking Lot Resurface, Project 363
- Cypress Arterial Rehab, Project 350
- Utility Company Permit Inspections in the City's Public Right-of-Way, including SoCal Gas, Charter/Spectrum, Edison, AT&T, and Golden State Water Company

Simon Ranch Reservoir Replacement,* City of Tustin – Foreman for the construction of a new booster pump station that included a 1-million-gallon prestressed concrete tank and 350 feet of retaining walls. Supervised paving replacement and 400 feet of 16-inch pipe layout; individually responsible for vertical and horizontal layout of the project 30 feet down to 30 feet higher, which included quality assurance for all grading and shoring operations; and conducted pressure testing of water mains and tanks.

Garfield Reservoir,* City of South Pasadena – Apprentice. Work included the demolition of existing structures and the construction of a pump station and appurtenances, two replacement reservoirs, rechlorination room, water distribution support yard, an 11,000-square-foot 2-story municipal building, and storm drain within an existing easement.

Superior Avenue Pedestrian/Bicycle Bridge and Parking Lot, City of Newport Beach – Inspector. The City of Newport Beach's goal on this \$15.4 million project was to increase parking availability and improve safety and access for pedestrians and cyclists to Sunset Ridge Park. Improvements included a new pedestrian/bicycle bridge approximately 210 feet long and 12 feet wide overcrossing Superior



EDUCATION

OSHA Training, Construction Safety and Health
NUCA Excavation
Safety/Competent Person Training
Confined Space Training

CERTIFICATIONS

Water Distribution Operator
Grade D1
Journeyman Carpenter
Journeyman Construction Craft
Laborer

YEARS OF EXPERIENCE

12 total / 3 with Ardurra



Avenue; a new larger parking lot with 129 parking spaces; expansion of Sunset View Park (additional grass area); earthwork, grading, retaining walls, storm drain and lighting improvements; landscape and irrigation improvements; and amenities including a drop-off area, bicycle fix-it station, and a drinking water fountain. Services included daily inspections to ensure compliance with Greenbook and Caltrans standards, traffic control for both day and night operations, and effective coordination with the City's utilities team and Southern California Edison. Our proactive communication strategy ensured the community stayed informed and engaged with the project's progress. Local and federal programs fund this project, which means our team segregated project costs to ensure FHWA compliance. *This project received the 2025 ACEC California Engineering Excellence Merit Award; 2025 ASCE Orange County Outstanding Bridge Project Award; and 2025 CMAA Southern California Project Achievement Award.*

Digester System Expansion,* *Kern Sanitation Authority (Bakersfield, CA)* – Crew Leader for the construction of new prestressed concrete digesters, which included demolition of two existing digesters, construction of digester gas scrubber and transfer pump foundations. Supervised the underground conduit subcontractors, drain installation, and waterlines. Conducted quality control for all shoring, paving, and compaction.

Well # 2 Replacement, Tract 340,* *Mutual Water Company (Cudahy, CA)* – Lead Pipefitter for new well construction containing steel piping, storm drains, and catch basins. Constructed chlorination and electrical buildings.

Remedial Slope Repair,* *City of Thousand Oaks* – Foreman/Site Supervisor for the construction of a 15-foot-wide keyway at the toe of a bedrock slope. Provided quality control while orchestrating the removal and recompaction of 14,000 cubic yards of dirt and installation of 1,000 feet of subdrain with 3 subdrain outlets including a rip rap dissipator adjacent to the Callegaus reservoir.

Orange County Mid Basin Centennial Park Injection,* *Orange County Water District (Santa Ana, CA)* – Laborer/Carpenter Apprentice/ On-Site Representative for the construction of four injection wells, two monitoring wells, 5,700 feet of supply pipeline, and 4,200 feet of backflush pipeline. Promoted as the company's on-site representative, which included responsibility for all daily reports as well as acting liaison between the subcontractor and County during overnight activity.

*Work performed prior to joining Ardurra



KELLY LEYVA, CMIT

Project Controls

QUALIFICATIONS

Kelly Leyva is an emerging leader in construction management. She demonstrates leadership and has a commitment to community-first values, with a proven ability to foster strong relationships and deliver results while upholding the highest standards of integrity and professionalism. She graduated from CMAA's internship program and then joined Ardurra as an intern, progressing into a full-time position as an assistant construction manager/project controls engineer. While at Ardurra, Kelly has provided accurate and timely support on public works projects for the cities of Long Beach, Huntington Beach, Ventura, Newport Beach, Bell Gardens, Hawaiian Gardens, Garden Grove, and Anaheim. She is fluent in Spanish, able to quickly and effectively translate written content and assist with verbal communication to support public outreach services.

RELEVANT EXPERIENCE

Tot Lot Playground Improvements to Biscailuz Park & Playground Improvements to Boyar Park, City of Lakewood – Assistant Construction Manager for this project that included infrastructure improvements at two parks within the city of Lakewood. Project scope included removal of existing sand, play equipment and concrete foundations, grading, removal & replacement of chain link fabric, installation of new Owner Furnished Contractor Installed (OFCI) play equipment, new resilient rubberized surfacing, and miscellaneous related improvements at Biscailuz and Boyar Parks.

John Anson Ford Park Regional Aquatic Center, City of Bell Gardens – Assistant Construction Manager/Project Controls Engineer. Project includes construction management and inspection services to coordinate with the City and design team, and to manage the bid, demolition, and construction phases. Construction consists of the demolition of the former Ford Park Aquatics Center and construction of a new 12,800 SF aquatics building that includes a lobby, check-in, and administrative offices, restrooms, mechanical and storage rooms. The facility includes new swimming pools (a competition pool, activity pool, and therapy pool), water play structures, outdoor amphitheater and amenities, shade structures, and site work including walkways, lighting, landscaping, and parking.

Mary K. Giordano Regional Transit Center, City of Torrance – Assistant Construction Manager for this flagship terminal for the City's 11-route agency, Torrance Transit, and other public transportation providers. This LEED v2009 Gold project included a 15,000-SF building that accommodates a transit store, an operator layover area with amenities, offices, a security office/post communications room, a training/conference room, a storage room, and the ability to house areas for small retail use. The 5-acre terminal facility provides eight bus berths, a 250-space parking lot, a passenger drop-off zone, eight bicycle lockers, an electric car charging station infrastructure, CCTV security cameras, and anti-vandalism/anti-skating devices. The project also involved offsite improvements for the installation of required utilities, the widening of Crenshaw Boulevard, and the construction of an extension of 208th Street. *2024 Merit Award, ACEC California and 2024 Project Award, CMAA Southern California Chapter*

South Bay Regional Intermodal Transit Center, City of Redondo Beach – Assistant Construction Manager. This new \$13 million LEED-certified transit center includes a 2,900-SF building housing an operator lounge, passenger waiting area with restrooms, and offices. Improvements also include a kiss-and-ride parking lot and passenger drop-off area, 11 bus bays, signalized crosswalks, traffic signals, striping, and an upper-level parking lot. *2024 Merit Award, ACEC California; 2023 Project Achievement Award for Transportation, CMAA Southern California; and 2023 BEST Project of the Year (Facilities), APWA Southern California*



EDUCATION

BS, Civil Engineering, California State University, Fullerton, 2023

CERTIFICATIONS

Construction Manager-in-Training (CMIT)

TRAINING

CMAA Southern California Internship Program, 2022

SOFTWARE

Revit
AutoCAD
AutoCAD Civil 3D
Sap2000
RAM Structural System
EPANET

AFFILIATIONS

Construction Management Association of America (CMAA) Student Chapter, former Vice President, Social Media Coordinator, Outreach Chair

YEARS OF EXPERIENCE

3 total / 3 with Ardurra



Alamitos Beach Concession Building, City of Long Beach – Assistant Construction Manager. This project involved construction of a two-story beach restaurant that offers rooftop dining and a convenient concession window as well as fitness stations, a dune-themed passive playground, a new pickup and drop-off plaza, bike share station, sports equipment rental facility, and secure restrooms. The project implemented enhanced circulation, bike access, wayfinding graphics, and additional beach parking including electric vehicle (EV) parking stalls. The City selected the Ardurra PM/CM team to assist the contractor in keeping the project on track and able to deliver a successful project to the City. Ardurra provided documents control services to streamline the workload and lessen the budget needed to complete the project. *2024 Commendation Award, ACEC California and 2024 Project Award, CMAA Southern California Chapter*

Belmont Plaza Pool Rebuild/Revitalization Project, City of Long Beach – Assistant Project Manager. Project to construct a world-class aquatics facility replacing the now-demolished Belmont Olympic Pool. The new facility will host swimming, water polo and platform diving events at the local, regional, and national levels. Ardurra is representing the City and its interests in all negotiations, meetings, community outreach, entitlements, permitting, design management and related activities throughout the project. The project required extensive public outreach and implementation of a stakeholder advisory committee during the programmatic and conceptual design phases. An extensive Environmental Impact Report (EIR) with an extended comment period and four public study sessions were required to achieve CEQA clearance. The project also required extensive additional analyses and coordination with the California Coastal Commission to address numerous appeals and concerns regarding citywide access to the pools, sea-level rise/wave uprush, and beach erosion, as well as justification of alternate project sites. Ardurra conducted biddability and constructability reviews assessing temporary facilities, demolition, and the new facilities' project documents.

Ventura Fire Station Roll-Up Doors, City of Ventura – Assistant Project Manager. The City's Fire Stations 1-6 have proven to need expansion due to the ongoing fire truck size limitations, so the City contracted Ardurra to perform project engineering and management services for project design consultants including feasibility studies, plan and specification review, provide bid/construction support, solicit bids from vendors, negotiate pricing and time frames, and secure contracts with vendors.

On-Call Staff Augmentation – Senior Permit Technician, City of Huntington Beach – Experienced Senior Permit Technician with a strong background in construction permit issuance for government agencies, adept at reviewing blueprints and plans for code compliance, issuing permits, and maintaining accurate records. Demonstrates leadership, and a commitment to community-first values, with a proven ability to foster strong relationships and deliver results while upholding the highest standards of integrity and professionalism.

Superior Avenue Pedestrian/Bicycle Bridge and Parking Lot, City of Newport Beach – Assistant Construction Manager. The City of Newport Beach's goal on this \$15.4 million project was to increase parking availability and improve safety and access for pedestrians and cyclists to Sunset Ridge Park. Improvements included a new pedestrian/bicycle bridge approximately 210 feet long and 12 feet wide overcrossing Superior Avenue; a new larger parking lot with 129 parking spaces; expansion of Sunset View Park (additional grass area); earthwork, grading, retaining walls, storm drain and lighting improvements; landscape and irrigation improvements; and amenities including a drop-off area, bicycle fix-it station, and a drinking water fountain. Services included daily inspections to ensure compliance with Greenbook and Caltrans standards, traffic control for both day and night operations, and effective coordination with the City's utilities team and Southern California Edison. Our proactive communication strategy ensured the community stayed informed and engaged with the project's progress. Local and federal programs fund this project, which means our team segregated project costs to ensure FHWA compliance. *This project received the 2025 ACEC California Engineering Excellence Merit Award; 2025 ASCE Orange County Outstanding Bridge Project Award; and 2025 CMAA Southern California Project Achievement Award.*

Carson Street Beautification (Phase II), City of Hawaiian Gardens – Assistant Construction Manager. Improvements consist of removing existing trees and brick paving bands; constructing new ADA-compliant curb ramps, curbs and gutters, sidewalks, and driveway approaches; planting new drought-tolerant plants and upgrading landscaping including street trees, shrubs, and groundcovers; installing new weather-based irrigation controller and automatic dripline irrigation system in all landscape areas; new pedestrian lighting; installing new signage and graphics including new monument and directional signs; cold milling existing AC pavement and AC overlay; furnishing and installing new bus shelters and trash receptacles; and installing traffic signal loop detectors, traffic striping, signing, and pavement markings.



ERICA BERGER

Labor Compliance

QUALIFICATIONS

Erica Berger is a labor compliance professional who serves as Ardurra's Labor Compliance (LC) Administrator and the Field Investigations Manager. As the LC Administrator, Erica ensures that the various LC contracts are secured and reviews all the LC Pre-Construction Applications to comply with either DIR, federal, and/or dually funded projects. She works with the contractors and their subcontractors to utilize LCP Tracker and avoid iterative submissions. Erica also serves as the Field Investigations Manager, where she both conducts the field interviews for compliance with LC issues and also verifies the appropriate wage determinations and LC posters are posted for each project. She oversees the added task for grant-funded projects for photographic documentation and the forms required to comply with state-funded grant projects and with the Davis-Bacon Act (DBA) regulations.

RELEVANT EXPERIENCE

ARPA Program – Labor Compliance Services, Eastern Municipal Water District (Riverside and San Diego Counties) – Project Manager/Field Interview Manager. Ardurra was contracted by EMWD to provide labor compliance services for all projects under the District's American Rescue Plan Act (ARPA) Agreement. Ardurra ensures that the District is following federal prevailing wage requirements under ARPA, and ensures compliance with the agreement(s) terms and conditions including all the labor compliance documentation, including all Davis-Bacon Act requirements. This project managed over 13 individual ARPA-funded projects totaling over \$95 million. The Ardurra team utilized LCP Tracker for the dually funded projects to meet both the Federal and State labor compliance requirements. In addition, the Ardurra team developed a procedure to extract the LCP Tracker information and integrate with the District's document control system. The tasks of the contract included all of the labor compliance services to ensure compliance within each phase of construction and included conducting all field interviews.

ARPA Program – Labor Compliance Services, City of Corona – Project Manager/Field Interview Manager. Ardurra was contracted by the City of Chino to provide labor compliance services for dually funded projects since all the projects under this contract are under the City's American Rescue Plan Act Agreement. Ardurra will ensure that the City is following federal prevailing wage requirements under the ARPA and ensure compliance with the agreement's terms and conditions, including Davis-Bacon Act requirements. This project managed 6 individual ARPA-funded projects, which totaled over \$55 million. The projects are high profile and included the following critical infrastructure:

- City Hall Veterans Memorial Improvements Project
- Police Department Upgrade Project
- South Mall Parking Lot Project
- Various traffic signal optimization projects

The Ardurra team utilized LCP Tracker for the dual-funded project to meet both the Federal State labor compliance requirements.

As-Needed Labor Compliance Services, Eastern Municipal Water District (Riverside and San Diego Counties) – Project Manager/Field Interview Manager. Ardurra was contracted by the District to provide labor compliance services for both dually funded projects and projects under the purview of the State/DIR. The contract is a Task Order-based contract to support each of the Capital Improvement Projects (CIP) the District constructs over the next three years. This contract will require the full labor compliance services for all phases of construction: Pre-Construction, Construction, and Post Construction. The tasks involve preparing the labor compliance documentation packages for the prime and all subcontractors, wage



EDUCATION

Cuyamaca College/Grossmont College
Course Work: Associate's Degree in
Social & Behavioral Sciences, 2012

CERTIFICATIONS

CPR Certified
Confined Space Certified

TRAINING

AGC Prevailing Wage
Confined Space Training

SOFTWARE

LCP Tracker
Smartsheet

YEARS OF EXPERIENCE

5 total / 5 with Ardurra



determination, monitoring of certified payroll, field interviews, fringe benefit statement analysis, and all other tasks to ensure compliance with all State and Federal requirements.

As-Needed Contract Administration for Labor Compliance Consulting Services, County of San Diego – Field Interview

Manager. Provided management and oversight for labor compliance assistance for the County of San Diego with monitoring activities to ensure that workers employed by the County's contractors and their subcontractors are hired and paid in compliance with all applicable labor standards. Ardurra served as the primary contact person for the County's contractors and their subcontractors for issues related to labor compliance standards. Ardurra provided labor compliance for every type of project delivery method, including the traditional design-bid-build, design-build, progressive design build, and construction management at risk (CMAR). In addition, Ardurra monitored all DVBE participation and any other task-specific documentation.

Flow Monitoring Services, Various Clients in Southern California – As Field Supervisor of Ardurra's Flow Monitoring Group, Erica's responsibilities include scheduling field crew to daily worksites; coordinating with our clients, the agency's and traffic control personnel to ensure access for field work; training employees on safety, how to maintain, install, and monitor various types of flow meters and rain gauges; and verify that all equipment, tools, and supplies are ready and available for field crews. She prepares weekly and monthly feedback to our clients on the data that they are relying on, by collecting and organizing data from all meters in water reclamation centers, water treatment plants, storm drains, sewer lines, lakes, bays, oceans, etc. Additionally, Erica organizes and compiles project data for clients, including initial, progress, and final reports, occasionally traveling to meter locations across Southern California. On an as-needed basis, she performs live water flow readings, takes measurements, installs water meters, and oversees maintenance tasks as required, as well as coordinates, maps, and manages all aspects of the projects.



ROBIN BABKA

Labor Compliance

QUALIFICATIONS

Robin Babka has more than 30 years of experience providing project administration services. She is a strong team member with a high degree of professionalism with a reputation for quality customer service and effective communication.

RELEVANT EXPERIENCE

Robin works closely with contractors and their subcontractors to ensure they are compliant with Department of Industrial Relations (DIR) rules. She assists them in logging information in LCP Tracker and performs monthly quality control functions on their reports. She conducts monthly field interviews with contractor employees and reviews certified payroll monthly and creates progress reports that are submitted to the contractor. The following projects are highlights of some recent projects she has carried out in the role of Labor Compliance Specialist:

- **ARPA Grant-Funded Projects, Rancho California Water District** – Labor compliance services for various ARPA projects
- **ARPA Grant-Funded Projects, City of Corona** – Labor Compliance services for various ARPA projects
- **Tertiary Treatment System, San Bernardino Municipal Water District** – Construction of a new tertiary treatment facility
- **Water Facilities Relocation, San Bernardino Municipal Water District** – Construction of a new administration building with new steel canopy connecting the new administration building with the existing one
- **Horsethief Canyon Water Reclamation Facility Rehabilitation, Elsinore Valley Municipal Water District** – Rehabilitation of wastewater treatment plant
- **East Mesa Juvenile Detention Facility Softening, County of San Diego** – Rehabilitation of 6 housing units
- **Gordon Hill Road Pipeline Replacement, Valley Center Municipal Water District** – Replacement of 4,700 feet of water pipeline

As-Needed Project Management Services – Small Projects (Document Control and Contractor Compliance), San Diego County Department of Public Works, Department of General Services, Project Management Division (San Diego, CA) – Under contract with the County, Robin provided project administration services and helped with the development and maintenance of the Document Control Program for the Small Contract Labor Compliance program for San Diego County. Working with the prime contractors and subcontractors, she assisted with establishing guidelines for logging and retrieving all required documentation for conformance to the DIR rules. She assisted with training to County employees, contractors and subcontractors on how to execute the required documentation, how to navigate the DIR website, and is a resource for the contractors to answer questions or direct them to resources. She monitors and verifies that the correct prevailing wages for each County contract, the required Apprenticeship participation is achieved, and the correct labor classification is being assigned to workers on the site. Under this contract, Ardurra has opened and managed the document submittals for more than 850 contractors and subcontractors on different projects over the past 2.5 years and currently has more than 550 active files.



EDUCATION

U.S. Navy Seabee, 1991

TRAINING

AGC Prevailing Wage, Certified Payroll & Compliance

SOFTWARE

LCP Tracker
Smartsheet
Virtual Project Management (VPM)
CICPO

AFFILIATIONS

Society of American Military Engineers

YEARS OF EXPERIENCE

32 total / 8 with Ardurra

Group Jobs, City of San Diego – Resident Engineer on four group job projects for the City of San Diego. Duties included submittal review, change order negotiation, pay request evaluation and inspection. The four group jobs involve sewer and water installation as well as appurtenance. The jobs totaled approximately \$7 million.

Construction Services Group & Systems Integration,* City of Kansas City – Robin provided project administration services for the following:

- Review agreements and determine specific labor standards.
- Ensure Prevailing Wage is included in the project specifications and contract.
- Maintain Labor Compliance Administration files.
- Review and approve weekly certified payroll records and fringe benefit statement.
- Provide weekly certified payroll reports.
- Prepare and furnish final project closeout reports.

Doors & Hardware & Systems Integration,* City of Phoenix – Robin provided project administration support for the following:

- Receive, review, and record AIA documents, RFPs, and agreements.
- Maintain project-specific files and electronic database.
- Provide daily project cost reports.
- Generate accurate, detailed sales and service invoices.

*Work performed prior to joining Ardurra



EDUCATION

MBA, University of California Davis,
1998

MS, Geotechnical Engineering,
University of California Berkeley,
1989

BS, Civil Engineering, University of
California Berkeley, 1987

REGISTRATIONS

Registered Professional Engineer
California No. 49665

Professional Geotechnical Engineer
California No. 2509

Nuclear Gauge Operator Certification

AFFILIATIONS

American Society of Civil Engineers

YEARS OF EXPERIENCE

38 total / 26 with N&M

GARRETH SAIKI, PE, GE

Materials Testing & Inspection | N&M Principal Engineer - Materials

QUALIFICATIONS

As a Principal Engineer for Ninyo & Moore (N&M), Garreth Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including water infrastructure, highways, railroads, airports, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results and project plans and specifications. He also provides project coordination and oversees scheduling of field activities, supervises staff-level geologists and engineers, supervises field technicians and special inspectors, reviews project plans and specifications, and reviews laboratory test results for conformance with the project documents, including the Uniform Building Code (UBC), California Building Code (CBC), Federal Aviation Administration (FAA), State Department of Transportation (Caltrans), American Association of State Highway and Transportation Officials (AASHTO), and the Standard Specifications for Public Works Construction (Greenbook).

RELEVANT EXPERIENCE

Bellflower Youth and Senior Center, Bellflower, CA – Principal Engineer providing oversight of the geotechnical engineering, materials testing, and special inspection services during construction of the Bellflower Youth and Senior Citizen Center, located at 16600 Clark Avenue in Bellflower, California. The project consists of a new, single-story, approximately 11,834-square-foot community center designed to serve both youth and senior populations. The new building includes community rooms, administrative offices, youth and senior activity spaces, a kitchen, storage areas, and multiple restrooms, along with outdoor patios, flatwork, and landscaped areas.

Community Aquatics and Senior Center, City of Gardena, CA – Principal Engineer providing oversight of the geotechnical engineering, materials testing, and special inspection services for the construction of the Gardena Community Aquatic and Senior Center, located at 1654 West 160th Street in Gardena, California. The project consists of the development of a new community facility encompassing an aquatic center, senior center, and related infrastructure. The new facility will include a two-story senior center building with program rooms, staff offices, lounge areas, a commercial kitchen, restrooms, and utility rooms, along with an attached recreation swimming pool, pool deck, aquatics equipment room, and storage areas. Exterior improvements include the construction of shade structures, bleacher seating, perimeter and low walls, barbeque facilities, ADA-compliant hardscape paving, and landscape enhancements.

Huntington Beach Senior Center, Huntington Beach, CA – Principal Engineer retained for geotechnical, materials testing, and deputy inspection services for the construction of the Huntington Beach Senior Center project in Huntington Beach, California. The new Senior Center is a single-story, 37,563-square-foot facility located on a 5-acre parcel. The center includes a 6,000-square-foot HOAG Health & Wellness Pavilion, 4,600-square-foot Parkview room, and 227 parking spaces. Services included project coordination, management and technical support, and deputy inspection for reinforced concrete placement, onsite/offsite field inspections, reinforcing steel placement, structural steel erection, welding, non-destructive testing of welds, high strength bolting, and anchor/expansion bolt installation. Services also included earthwork observation and density testing for compacted fill (CF), utility backfill, structure backfill, subgrade (SG), aggregate base (AB) placement, and asphalt concrete (AC) placement.

ACI technicians and reinforced concrete inspectors were provided for concrete placements. Services also included recommendations for oversize material disposal, recommendations for additional slope grading, and pavement recommendations.

Orange County Healthcare Campus at El Toro Project, Irvine, CA – Principal Engineer providing oversight for the geotechnical, materials testing and special inspection services during construction of the new campus located on Marine Way across from the Great Park. It will include a pharmacy, lab, warehouse, administrative offices, and an emergency operations center. The new campus will also expand the public health lab and consolidate several related facilities. Project also included a south parking lot and west parking lot. Services included inspection of earthwork, concrete, masonry, roofing and structural steel.

OCSan/P1-128A Headquarters Complex at Plant No. 1, Fountain Valley, CA – Principal Engineer providing oversight for geotechnical and materials testing services during construction. The project consisted of a new, 3-story, environmentally friendly, hybrid mass timber headquarters complex that will total approximately 110,000 square feet and includes a new elevator tower, monumental stairway and a new canopy structure, as well as new pavilion and waste enclosure

structures. The project also included a new 220-foot-long pedestrian bridge with associated offsite elevator that will span Ellis Avenue to the south, as well as a new bioswale infiltration system, utility pipeline, exterior concrete hardscape and asphalt concrete paving. Services included geotechnical observation and field density testing for the project earthwork operations. Special inspection services include observation and documentation during all aspects of the project onsite and nearby offsite reinforced concrete construction.

City of Yorba Linda, Library and Arts Center Project, Yorba Linda, CA – Principal Engineer retained during construction of the Yorba Linda Public Library & Arts Center project located in Yorba Linda, California. The project consisted of construction of a new 2-story, 45,000-square-foot public library building and a new single-story 14,000-square-foot community arts center building, as well as a new parking lot and various site improvements. The new buildings structurally consist of concrete spread footings, grade beams and slab on grade, structural steel framing including moment frames, metal stud walls, masonry walls, concrete over metal deck, and steel stairs. Other structural improvements included a masonry trash enclosure, reinforced masonry and concrete retaining walls, and steel framed trellis. Other site improvements include a parking lot, new utilities, a bio-detention system, light poles and concrete pavement.



ENRIQUE ROMERO

Materials Testing & Inspection | N&M Project Manager

QUALIFICATIONS

As a project engineer for Ninyo & Moore (N&M), Enrique Romero serves as a Project Manager and coordinates and supervises fieldwork activities including logging and sampling borings, CPTs, percolation testing, and geophysical testing, analyzing geotechnical data obtained from both field and office research, developing laboratory testing programs, performing engineering analysis, providing geotechnical recommendations, and preparing reports.

RELEVANT EXPERIENCE

Bellflower Youth and Senior Center, Bellflower, CA – Project Manager for the geotechnical engineering, materials testing, and special inspection services during construction of the Bellflower Youth and Senior Citizen Center, located at 16600 Clark Avenue in Bellflower, California. The project consists of a new, single-story, approximately 11,834-square-foot community center designed to serve both youth and senior populations. The new building includes community rooms, administrative offices, youth and senior activity spaces, kitchen, storage areas, and multiple restrooms, along with outdoor patios, flatwork, and landscaped areas.

Community Aquatics and Senior Center, City of Gardena, CA – Project Manager for the geotechnical engineering, materials testing, and special inspection services for the construction of the Gardena Community Aquatic and Senior Center, located at 1654 West 160th Street in Gardena, California. The project consists of the development of a new community facility encompassing an aquatic center, senior center, and related infrastructure. The new facility will include a two-story senior center building with program rooms, staff offices, lounge areas, a commercial kitchen, restrooms, and utility rooms, along with an attached recreation swimming pool, pool deck, aquatics equipment room, and storage areas. Exterior improvements include the construction of shade structures, bleacher seating, perimeter and low walls, barbeque facilities, ADA-compliant hardscape paving, and landscape enhancements.

Orange County Healthcare Campus at El Toro Project, Irvine, CA – Project Engineer for the geotechnical, materials testing and special inspection services during construction of the new campus located on Marine Way across from the Great Park. It will include a pharmacy, lab, warehouse, administrative offices, and an emergency operations center. The new campus will also expand the public health lab and consolidate several related facilities. Project also included a south parking lot and west parking lot. Services included inspection of earthwork, concrete, masonry, roofing and structural steel.

REDA – Ontario Ranch Business Park, Ontario, CA – Project Manager for construction observation and materials testing services for the reconstruction of El Dorado Park West to improve water quality, restore pond liner, enlarge wetlands and forebay, remove invasive species and plant new landscaping. Oversaw soil excavation/compaction, reinforced concrete, masonry, and site paving. Work also included environmental and geotechnical services to provide recommendations for resolving organic content and pumping issues with pond bottom.

Orange County Water District (OCWD) Per- and Polyfluoroalkyl Substances (PFAS) Treatment System Wells 20, 21 and 22 Project, Orange, CA – Project Manager providing geotechnical and materials testing services during construction of the OCWD PFAS Treatment System Wells 20, 21, and 22. The project generally consisted of various improvements at each of the three separate well sites including masonry chemical buildings, concrete equipment pads, yard piping, underground concrete vault, steel framed pipe supports, concrete pavement and asphalt concrete pavement.

Ninyo & Moore

EDUCATION

BS, Civil Engineering/Construction Management, California State University, Long Beach

CERTIFICATIONS

OSHA 40-Hour Hazwoper Certification

YEARS OF EXPERIENCE

5 total / 1 with N&M

City of Orange Well No. 28 Equipping Project, Orange, CA – Project Manager providing materials testing and special inspection services pertaining to the construction of the Well No. 28 Equipping Project. The project consisted of various improvements including a new masonry electrical and chemical building, pre-treatment filters, IX vessels, masonry walls, fencing and gates, biofiltration system, well enclosure, screen wall and associated piping. The project also involved the construction of a new park that included a new shade structure, monument sign, brick columns, concrete paving, grouted brick paving, seat walls, drinking fountains, and landscaping.

SCG Wheeler Ridge Compressor Station – Various Improvements, Kern County, CA – The project included various modifications to the SoCal Gas Wheeler Ridge Compressor Station involving new equipment and upgrading the station for the growing demand in Kern County. Enrique was responsible for scheduling and overseeing geotechnical, reinforced concrete, post-installed anchor observation and welding inspections for the new selective catalyst reduction unit. Additionally, he performed QA/QC for inspection reports, reviewed and processed invoices, and submitted reports to the SDG&E Project Manager and team.



STEVE ALMOND

Materials Testing & Inspection | N&M Senior Field Technician

QUALIFICATIONS

As a Senior Field Technician, Steve Almond's duties consist of performing field density testing during the compaction of soil and asphalt, and field-testing of concrete. His duties also involve performing laboratory tests including sand equivalent, moisture and density, hydrometer, gradation, California impact tests, specific gravity, absorption, cleanness value, and percent crushed particles tests.

RELEVANT EXPERIENCE

Community Aquatics and Senior Center, City of Gardena, CA – Senior Field Technician providing geotechnical and materials testing and special inspection services during construction of the Community Aquatics and Senior Center project located at 1654 W. 160th Street in Gardena, California. The project consists of a new 2-story senior center, a new swimming pool, shade structures, bleachers, and a pool building. The new Senior Center Building consists of concrete spread footings and slab on grade, masonry walls, steel framing, metal stud interior walls, and concrete over metal decking. The Pool Building consists of concrete foundations and masonry walls.

Huntington Beach Senior Center, Huntington Beach, CA – Senior Field Technician providing materials testing and inspection services during construction of the Huntington Beach Senior Center project in Huntington Beach, California. The new Senior Center is a single-story, 37,563-square-foot facility located on a 5-acre parcel. The center includes a 6,000-square-foot HOAG Health & Wellness Pavilion, 4,600-square-foot Parkview room, and 227 parking spaces. Services included project coordination, management and technical support, and deputy inspection for reinforced concrete placement, onsite/offsite field inspections, reinforcing steel placement, structural steel erection, welding, non-destructive testing of welds, high strength bolting, and anchor/expansion bolt installation. Services also included earthwork observation and density testing for compacted fill (CF), utility backfill, structure backfill, subgrade (SG), aggregate base (AB) placement, and asphalt concrete (AC) placement. ACI technicians and reinforced concrete inspectors were provided for concrete placements. Services also included recommendations for oversize material disposal, recommendations for additional slope grading, and pavement recommendations.

Arcadia Community Regional Park Pool and Pool Building, County of Los Angeles (Arcadia, CA) – Senior Field Technician/Inspector provided materials testing and deputy inspection services during construction of the Arcadia Community Regional Park Pool and Pool Building project located in Arcadia, California. The project consisted of replacement of the existing pool building and two swimming pools with construction of a new, single-story, approximately 8,100-square-foot pool building, and construction of a new competition swimming pool and separate wading pool. The new single-story pool building structurally consisted of a reinforced concrete foundation, slab-on-grade, and concrete masonry unit walls, as well as metal, glue-lam beam, and structural steel framing supporting the roof. Site improvements included new underground utility pipelines and new exterior concrete hardscape and asphalt concrete paving, as well as construction of a new infiltration system to collect runoff from the new improvements. Services included geotechnical and materials testing during the project building pad and exterior hardscape rough grading construction, as well as various trench and structural backfill recompaction operations. Services also included deputy inspection and testing services during the project structural steel, reinforced concrete and masonry construction, as well as onsite non-destructive weld testing. Materials testing services included geotechnical materials sampling and testing, as well as sampling and subsequent compressive strength testing of concrete, grout, and mortar, as well as masonry prism specimens.



CERTIFICATIONS

ACI Concrete Field Testing Technician
Grade I
CALTRANS
Radiation (Nuclear Gauge) User Safety
OSHA Confined Space Entry
Competent
Person
OSHA Excavation Competent Person
Transportation Worker Identification
Credential
USDOT HAZMat Refresher Training

YEARS OF EXPERIENCE

16 total / 14 with N&M

Terrace Parking and Water Quality Basin, City of Irvine, CA – Senior Field Technician retained during construction of the Cultural Terrace Parking Lot Project located at the Irvine Great Park in Irvine, California. The parking lot site consists of portions of the former MCAS El Toro aircraft taxiways and vegetated buffer strips. The new parking lot construction includes rough grading to meet proposed design grade elevations, water quality basin construction with appurtenant structures, parking lot construction with asphalt concrete over aggregate base, asphalt concrete driveway, concrete driveways, sidewalk, curb and gutter, curb returns, light pole foundations, installation of reinforced concrete pipe storm drains, drainage structures and appurtenances. Services included project coordination, technical support, and management, including review of the project plans and specifications.

Long Beach Airport On-Call Materials Testing and Inspection Services, Long Beach, CA – Senior Field Technician providing geotechnical testing and inspections in accordance with the City of Long Beach's Building Department requirements. P2TAIP is subdivided into several components. Each component represents a separate project and will be executed in several phases. Generally, the P2TAIP involves construction of a new TSA screening building (CBIS- Component 1A) including an outbound baggage carousel structure, a new ticketing building (Component 2), a new baggage claim area (Component.)

John Wayne Airport/On-Call Geotechnical/Materials Testing and Construction Inspection Services, Orange County, CA – Senior Field Technician providing on-call materials testing services for various airport projects located at the John Wayne Airport in Orange County, California. Services included field sampling and testing of construction materials, as well as providing laboratory testing of soil, concrete, steel, and other materials. These services were performed on the recently completed new Terminal C, which was designed and constructed as an essential facility in accordance with the California Building Code.

Port of Long Beach On-Call Soils and Materials Testing & Inspection Services, Long Beach, CA – Field Technician for the on-call materials testing and inspections contract for various Port of Long Beach projects. Projects consisted of demolition of existing facilities (buildings, structures, landscaping, and utility systems); new construction and improvements to intermodal rail yards; roadways; bridges; container terminal development; commercial office buildings; industrial buildings; fire stations; dredging; navigation improvements; utilities; grading and paving; fencing; and communication systems.

Southern California Edison On-Call Geotechnical, Soils and Materials Testing & Inspection Services, California – Senior Field Technician providing on-call field density and materials testing services for various Southern California Edison (SCE) projects, including subgrade, aggregate base, and/or asphalt concrete testing at the Serrano Substation, the Thornhill Substation, the Perez Substation, the Rush Substation, the Santa Barbara Reliability Project, the San Joaquin Cross Valley Loop Project, and the Valley Substation 500k/V project.



APPENDIX B

REQUIRED FORMS



REQUIRED FORMS

RFP ADDENDUM NO.1

Date of Addendum: July 28, 2025

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

Proposer shall acknowledge receipt of this addendum by **attaching to his/her proposal.**

I, Ardurra Group, Inc.

Consulting Firm

hereby acknowledge receipt of Addendum No.1 to the RFP, the PALMS PARK COMMUNITY CENTER IMPROVEMENTS PROJECT CONSULTING SERVICES, and have considered these revisions in the preparation of my proposal. This addendum, consisting of this acknowledgment and 2 additional pages shall become a part of any contract made pursuant hereto.

Date 7/28/2025

Consultant's Signature



Consultant's Name Dino D'Emilia, PE, F.ASCE, QSD

Southwest Program/Construction
Management Practice Director

RFP ADDENDUM NO.2

Date of Addendum: July 31, 2025

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

Proposer shall acknowledge receipt of this addendum by **attaching to his/her proposal.**

I, Ardurra Group, Inc.

Consulting Firm

hereby acknowledge receipt of Addendum No.2 to the RFP, the PALMS PARK COMMUNITY CENTER IMPROVEMENTS PROJECT CONSULTING SERVICES, and have considered these revisions in the preparation of my proposal. This addendum, consisting of this acknowledgment, and 2 attachments shall become a part of any contract made pursuant hereto.

Date 7/31/2025

Consultant's Signature



Consultant's Name Dino D'Emilia, PE, F.ASCE, QSD

Southwest Program/Construction
Management Practice Director

CONFLICT OF INTEREST CERTIFICATION ¹

RFP/RFQ PROCUREMENT NUMBERS (if applicable): _____

PROJECT NAME ²: Palms Park Community Center Improvements Project

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State Funds

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☒ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. Above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☒ I certify that I have read and understand my responsibilities per 2 CFR Part 200.

☒ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

☒ I have read and fully understand all of the above.

Date: 8/7/2025

Signature: 

Name: Dino D'Emilia, PE, F.ASCE, QSD

Title: Southwest Program/Construction Management Practice Director

Department/Local Agency: Ardurra Group, Inc.

**REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY
REPRESENTATIVE**

I have reviewed the foregoing "Conflict of Interest Certification" and will ensure:

- ☐ That the foregoing named local agency consultant who is under contract and in management support role with our local agency, abides by the foregoing terms and conditions;
- ☐ That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the DOL and HUD will be notified, and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.
- ☐ The procedures followed to procure and execute the contract between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also, this contract has a specific date from _____ to _____.

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONSULTANT/SUBCONSULTANT: Ardurra Group, Inc.		
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mr.	First Name: Dino	Middle Name:
Last Name: D'Emilia		Suffix:
Title: Southwest Program/Construction Management Practice Director		
Signature: 		Date: 8/7/2025

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA)
)
 COUNTY OF LOS ANGELES)

The undersigned declares:

I am the SW Program/CM Practice Director of Ardurra Group, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/7/2025 [date], at El Segundo [City], CA [state].

Bidder's Name (Printed): Ardurra Group, Inc.

Bidder's Signature: 
 (Same Signature as on Proposal)

Dino D'Emilia, PE, F.ASCE, QSD
 Southwest Program/Construction Management Practice Director



REQUIRED FORMS

CONFLICT OF INTEREST CERTIFICATION ¹

RFP/RFQ PROCUREMENT NUMBERS (if applicable): _____

PROJECT NAME ²: Palms Park Community Center Improvements Project

APPLICABILITY: To be filled out by local agency consultants in management support role.

☒ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State Funds

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☒ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. Above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☒ I certify that I have read and understand my responsibilities per 2 CFR Part 200.


☒ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

☒ I have read and fully understand all of the above.

Date: August 5, 2025

Signature: 

Name: Alfredo "Tino" Rodriguez

Title: Principal, Construction Services

Department/Local Agency: Ninyo & Moore

**REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY
REPRESENTATIVE**

I have reviewed the foregoing "Conflict of Interest Certification" and will ensure:

- ☐ That the foregoing named local agency consultant who is under contract and in management support role with our local agency, abides by the foregoing terms and conditions;
- ☐ That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the DOL and HUD will be notified, and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.
- ☐ The procedures followed to procure and execute the contract between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also, this contract has a specific date from _____ to _____.

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

CERTIFICATION REGARDING LOBBYING

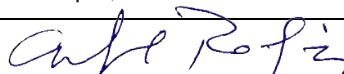
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONSULTANT/SUBCONSULTANT:		
Ninyo & Moore Geotechnical & Environmental Sciences Consultants		
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mr.	First Name: Alfredo	Middle Name: Tino
Last Name: Rodriguez		Suffix:
Title: Principal, Construction Services		
Signature: 		Date: August 5, 2025

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

The undersigned declares:

I am the Principal Engineer of Ninyo & Moore, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 5, 2025 [date], at Irvine [City], CA [state].

Bidder's Name (Printed): Ninyo & Moore / Alfredo "Tino" Rodriguez

Bidder's Signature: _____ (Same Signature as on Proposal) *Carl R. F...*



August 7, 2025

Kevin Yamakawa, PE
Principal Civil Engineer
City of Lakewood | Public Works
5050 Clark Avenue
Lakewood, CA 90712

SUBJECT: FEE SCHEDULE TO PROVIDE CONSULTING SERVICES FOR THE PALMS PARK COMMUNITY CENTER IMPROVEMENTS PROJECT

Dear Kevin Yamakawa and Review Board Members:

Enclosed is Ardurra Group, Inc.'s fee estimate for consulting services for the Palms Park Community Center Improvements Project. Also attached is our hourly rate schedule, as well as the fee proposal provided by our subconsultant Ninyo & Moore.

We look forward to serving the City of Lakewood on this important project. Please feel free to contact me at 714.458.0703 or at ddemilia@ardurra.com if you have any questions or need additional information.

Respectfully submitted,

Ardurra Group, Inc.

Dino D'Emilia, PE, F.ASCE, QSD
*Southwest Program & Construction Management,
Public Works & Transportation Practice Director*

PROPOSED ESTIMATED FEE
Consulting Services for the Palms Park Community Center Improvements Project
City of Lakewood

Phase 1 - Pre-Bid, General Contractor Prequalification, and Bid ¹		20 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate ²	Extended Fee
Principal-in-Charge	0.25	5.00	\$ 354.00	\$ 1,770.00
Project Manager	0.50	10.00	\$ 311.00	\$ 3,110.00
Senior Construction Manager	2.00	40.00	\$ 281.00	\$ 11,240.00
Public Works Inspector ^{4,6,7}	0.00	0.00	\$ 214.00	\$ -
Project Controls Engineer	1.00	20.00	\$ 184.00	\$ 3,680.00
Federal Funding Compliance Oversight	1.00	20.00	\$ 311.00	\$ 6,220.00
Project Accountant	-	2.00	\$ 147.00	\$ 294.00
Project Bid Documents Review (Allowance)	-	-	-	\$ 20,000.00
Subtotal Phase 1 - Pre-Bid, General Contractor Prequalification, and Bid 1				\$ 46,314.00
Phase 2 - Pre-Construction		5 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate ²	Extended Fee
Principal-in-Charge	0.10	0.50	\$ 354.00	\$ 177.00
Project Manager	0.25	1.25	\$ 311.00	\$ 388.75
Senior Construction Manager	3.00	15.00	\$ 281.00	\$ 4,215.00
Public Works Inspector ^{4,6,7}	1.00	5.00	\$ 214.00	\$ 1,070.00
Project Controls Engineer	2.00	10.00	\$ 184.00	\$ 1,840.00
Federal Funding Compliance Oversight	1.50	7.50	\$ 311.00	\$ 2,332.50
Project Accountant	-	1.00	\$ 147.00	\$ 147.00
Administration Staff ⁷	-	1.00	\$ 146.00	\$ 146.00
Subtotal Phase 2 - Pre-Construction				\$ 10,316.25
Phase 3 - Construction (12 months)		240 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate ²	Extended Fee
Principal-in-Charge	0.10	24.00	\$ 354.00	\$ 8,496.00
Project Manager	0.25	60.00	\$ 311.00	\$ 18,660.00
Senior Construction Manager	3.00	720.00	\$ 281.00	\$ 202,320.00
Public Works Inspector ^{4,6,7}	8.00	1,920.00	\$ 214.00	\$ 410,880.00
Project Controls Engineer	3.00	720.00	\$ 184.00	\$ 132,480.00
Federal Funding Compliance Oversight	1.00	240.00	\$ 311.00	\$ 74,640.00
Project Accountant	-	12.00	\$ 147.00	\$ 1,764.00
Administration Staff ⁷	-	24.00	\$ 146.00	\$ 3,504.00
Subtotal Phase 3 - Construction (12 months)				\$ 852,744.00
Phase 4 - Post-Construction		5 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate ²	Extended Fee
Principal-in-Charge	0.10	0.50	\$ 354.00	\$ 177.00
Project Manager	0.25	1.25	\$ 311.00	\$ 388.75
Senior Construction Manager	2.50	12.50	\$ 281.00	\$ 3,512.50
Public Works Inspector ^{4,6,7}	4.00	20.00	\$ 214.00	\$ 4,280.00
Project Controls Engineer	3.00	15.00	\$ 184.00	\$ 2,760.00
Federal Funding Compliance Oversight	1.50	7.50	\$ 311.00	\$ 2,332.50
Project Accountant	-	1.00	\$ 147.00	\$ 147.00
Administration Staff ⁷	-	1.00	\$ 146.00	\$ 146.00
Subtotal Phase 4 - Post-Construction				\$ 13,743.75
Other Direct Costs				
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
Procure or CIPO License Fee ¹¹ (Based on \$7.5 M Estimated Construction Value)	-	-	-	\$ 19,800.00
Miscellaneous ODCs (Allowance) ⁹	-	-	-	\$ 5,000.00
Subtotal Other Direct Costs				\$ 24,800.00
Total Estimated Fee				\$ 947,918.00
Optional Services				
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
Senior Labor Compliance Specialist (Phase 2,3,&4)	-	40.00	\$ 184.00	\$ 7,360.00
Labor Compliance Field Investigator (Phase 3)	-	48.00	\$ 152.00	\$ 7,296.00
Labor Compliance Analyst	-	208.00	\$ 146.00	\$ 30,368.00
LCP Tracker (12 months)	-	-	-	\$ 1,800.00
Geotechnical and Material Testing Services (Allowance) ¹⁰	-	-	-	\$ 63,577.75
Subtotal Optional Services				\$ 110,401.75



ARDURRA GROUP, INC. (CALIFORNIA)
Standard Billing Rate Schedule (July Fiscal Year 2025-26)

Rates Effective July 1, 2025 through June 30, 2026

(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)

PROJECT/CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

STAFF	REGULAR TIME	OVERTIME		
	RATE ²	MON – FRI ³	SAT ²	SUNDAY/ HOLIDAY ²
Principal	\$354	–	–	–
Principal Program/Project/Construction Manager	\$311	–	–	–
Project Executive/QA/QC Manager	\$311	–	–	–
Senior Program Manager	\$300	–	–	–
Program Manager	\$284	–	–	–
Senior Project Manager	\$279	–	–	–
Project Manager	\$246	–	–	–
Assistant Project Manager	\$193	–	–	–
Structures Representative	\$289	–	–	–
Senior Construction Manager	\$281	–	–	–
Construction Manager	\$249	–	–	–
Senior Resident Engineer	\$279	–	–	–
Resident Engineer	\$232	–	–	–
Assistant Construction Manager/Resident Engineer	\$193	–	–	–
Project Controls/Labor Compliance Officer	\$184	–	–	–
Project Controls/Labor Compliance Staff	\$160	–	–	–
Documents Control, Administration Staff, Labor Compliance Analyst	\$146	–	–	–
Project Accountant	\$147	–	–	–
PE Licensed Inspector (Prevailing and Non-Prevailing Wage) ^{4, 6, 7}	\$230	\$322	\$322	\$415
PE Licensed Inspector (Prevailing and Non-Prevailing Wage - Special Shift) ^{4, 5, 6, 7}	\$236	\$330	\$330	\$424
Public Works Inspector (Prevailing Wage) ^{4, 5, 7}	\$214	\$300	\$300	\$386
Public Works Inspector (Prevailing Wage - Special Shift) ^{4, 5, 6, 7}	\$227	\$318	\$318	\$409
Accessibility Expert/CASp Inspector ^{7, 8}	\$441	\$618	\$618	\$794
DSA/OSHPD Inspector of Record ^{6, 7}	\$252	\$352	\$352	\$453
Deputy Inspection (Prevailing Wage) ^{4, 6, 7}	\$209	\$292	\$292	\$376
NDT Testing (Prevailing Wage) ^{4, 6, 7}	\$209	\$292	\$292	\$376
Public Works Inspector (Non-Prevailing Wage) ⁶	\$194	\$271	\$271	\$349

NOTES AND ASSUMPTIONS

1. Working durations and levels of effort are estimated. Accordingly, a budget/purchase order amendment may be required if the actual required durations and/or levels of effort are exceeded.
2. The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.
3. Rate applies to the first four hours of overtime during the week and/or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/Holiday rate.
4. Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination SD-23-63-2-2024-1D, issued 8/22/2024.
5. A Special Shift is any shift that starts after 5:00 PM and before 6:00 AM.
6. The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001:
 - Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum
 - Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum
7. For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.
8. Any Accessibility Expert/CASp Inspector service assignments shall be a 4-hour minimum.
9. **Reimbursable Expenses (Other Direct Costs):** Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards/batch plants, overnight postage/couriers, etc., are billed at actual cost plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting/fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently \$0.70/mile). An allowance for Extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the Client unless specifically included in the contract or requested and approved by the Client in writing prior to incurring the additional expense.
10. **Fees for Subconsultant Services:** Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.
11. **Web-Based Contract Administration:** Selected/specified cloud-based service billed at cost plus fifteen percent (15%).
12. **Escalation:** Unless specified otherwise (such as for prevailing wage personnel), all billing rates are subject to annual review for Consumer Price Index escalation or 3%, whichever is greater.
13. **Drone Photography:** \$250 per flight, plus labor
14. **Exclusions to Scope and Fee:** The following items are specifically excluded:
 - Legal advice
 - Specialized software (other than MS Office Suite and MS Project)
 - Overtime allowance unless included in fee estimate or project contingency



FEE PROPOSAL
NINYO & MOORE

July 30, 2025
Proposal No. P04-05061

Mr. Gafur Oyewo
Ardurra
1960 Grand Avenue, Suite 300
El Segundo, CA 90245

Subject: Proposal for Geotechnical, Materials Testing and Deputy Inspection Services
Palms Park Community Center Project
Lakewood, California

Dear Mr. Oyewo:

Ninyo & Moore is pleased to submit this proposal for geotechnical, materials testing and special inspection services during construction of the Palms Park Community Center Project in Lakewood, California. Based on our review of the project plans, we understand that the project will generally consist of improvements to the existing building and surrounding landscape area. The building improvements include concrete slab on grade, thickened slabs, steel framing slab on grade, and steel framing. The site improvements include concrete pavement and concrete pad. We also understand that the construction duration is anticipated to be 12 months.

SCOPE OF SERVICES

Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, management and technical support including review of the project plans and specifications, work scheduling and distribution of test data.
- Field Technician services for observation and density testing during trench and structure backfill, aggregate base placement and subgrade preparation. Field density tests will be performed to evaluate the contractor's compaction efforts.
- Field Technician services during concrete placement, including verifying the mix design, perform slump, unit weight, temperature, air content and fabrication of concrete test cylinders.
- Field Specialty Inspector services during structural concrete construction including checking reinforcement steel installation, spacing, size, grade, location, clearances and anchorage. Inspection during concrete placement and consolidation will also be performed.
- Field Specialty Inspector services during structural steel construction onsite including inspection during welding and bolting and non-destructive examination of welds in accordance with the project specifications.
- Pick-up and transportation of construction material samples for testing at our laboratory.

- Laboratory testing, including but not limited to proctor density, sieve analysis, sand equivalent, concrete compressive strength testing of samples obtained in the field.
- Preparation of daily field reports and test data sheets to document the items inspected.
- Preparation of a Final Compaction Report and Final Inspection Report for proper close-out with the Building Department.

ASSUMPTIONS

Based on our project understanding, the following assumptions have been made in the preparation of our scope of services:

- Our services are subject to State of California prevailing wage requirements.
- Our services will be coordinated and scheduled on a part time as-needed basis, as requested by our client's authorized field representative.
- The steel fabrication plant will be pre-approved and inspections will not be requested.

ESTIMATED FEE

We propose to provide our services on a time-and-materials basis in accordance with the attached Schedule of Fees. Our estimated fee for the scope of services described herein is presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Alfredo "Tino" Rodriguez
Principal, Construction Services

AR/rad

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Table 1 – Breakdown of Estimated Fee**Field Services**

Field Technician - Subgrade, Aggregate Base & AC	40 hours @ \$ 130.00 /hour	\$ 5,200.00
Field Technician - Concrete Sampling and Testing	40 hours @ \$ 130.00 /hour	\$ 5,200.00
Special Inspector - Concrete	80 hours @ \$ 135.00 /hour	\$ 10,800.00
Special Inspector - Welding and Bolting	80 hours @ \$ 135.00 /hour	\$ 10,800.00
Geotechnical Assistant - Sample Pick-up	40 hours @ \$ 120.00 /hour	\$ 4,800.00
Field Testing Equipment Usage	280 hours @ \$ 12.00 /hour	\$ 3,360.00
Field Vehicle Usage	280 hours @ \$ 15.00 /hour	\$ 4,200.00
Subtotal		\$ 44,360.00

Laboratory Testing

Proctor Max Density, D 1557	3 tests @ \$ 220.00 /test	\$ 660.00
Sieve Analysis, D 6913	2 tests @ \$ 145.00 /test	\$ 290.00
Sand Equivalent, D 2419	1 test @ \$ 125.00 /test	\$ 125.00
Concrete Compressive Strength, C 39	40 tests @ \$ 35.00 /test	\$ 1,400.00
Subtotal		\$ 2,475.00

Project Coordination, Technical Support and Management

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 250.00 /hour	\$ 500.00
Project Engineer/Geologist/Environmental Scientist	18 hours @ \$ 210.00 /hour	\$ 3,780.00
Geotechnical Assistant - Dispatcher	8 hours @ \$ 120.00 /hour	\$ 960.00
Subtotal		\$ 5,240.00

Report Preparation

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 250.00 /hour	\$ 500.00
Project Engineer/Geologist/Environmental Scientist	8 hours @ \$ 210.00 /hour	\$ 1,680.00
CAD Operator/Technician Illustrator	6 hours @ \$ 140.00 /hour	\$ 840.00
Data Processor	2 hours @ \$ 95.00 /hour	\$ 190.00
Subtotal		\$ 3,210.00

TOTAL ESTIMATED FEE**\$ 55,285.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 250
Senior Engineer/Geologist/Environmental Scientist	\$ 235
Senior Project Engineer/Geologist/Environmental Scientist	\$ 220
Project Engineer/Geologist/Environmental Scientist	\$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 200
Staff Engineer/Geologist/Environmental Scientist	\$ 180
GIS Analyst	\$ 160
Technical Illustrator/CAD Operator	\$ 140

Field Staff

Certified Asbestos/Lead Technician	\$ 220
Field Operations Manager	\$ 150
Nondestructive Examination Technician (UT, MT, LP)	\$ 145
Supervisory Technician	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 145
Senior Technician	\$ 145
Technician	\$ 140

Administrative Staff

Information Specialist	\$ 120
Geotechnical/Environmental/Laboratory Assistant	\$ 120
Data Processor	\$ 95

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 15/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Equipment	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

Technicians and special inspectors, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D, D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-5	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

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Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
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NINYO & MOORE, A SOCOTEC COMPANY

5220 Oliva Avenue, Lakewood, California | 04-04975 | May 22, 20

2025 Laboratory Testing

**AGREEMENT
FOR
CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT, made and entered into on October 14th, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "City," and GRIFFIN STRUCTURES, INC. sometimes hereinafter referred to as "PROVIDER".

W I T N E S S E T H:

WHEREAS, the City desires to retain GRIFFIN STRUCTURES, INC. for Project Management and Construction Management support services in connection with the work hereafter described; and

WHEREAS, the PROVIDER has the necessary skills and qualifications and licenses required by law to perform the services required under this Agreement in connection with said project; and

WHEREAS, the City Council at a regular meeting held on October 14th, 2025, authorized the Mayor and the City Clerk to enter into this Agreement; and

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:

- A. PROVIDER. Provider shall mean:
Griffin Structures
1 Technology Drive, Bldg. "i", Suite 829
Irvine, CA 92618
Phone: (949) 444-1615
E-Mail: jhughes@griffinstructures.com
- B. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
- C. City Council. City Council shall mean the City Council of the City of Lakewood.
- D. Contractor. Contractor shall mean that person or persons awarded any contract by the City to perform the work designed by the PROVIDER.
- E. Services. Services shall mean the Project Management and Construction Management support services to be performed by the PROVIDER pursuant to this Agreement.

- F. Work. Work shall mean the construction management/oversight, project management and construction inspection of projects as assigned under “On-Call Construction Management Services” for which the Construction Management services are hereby authorized.

2. SCOPE OF SERVICES. PROVIDER agrees to prepare and furnish the City, following written authorization from the City to proceed, those services as set forth in PROVIDER's written proposal for specific projects as requested by the City.

Upon specific and separate authorization by the City, the PROVIDER agrees to perform construction management support services for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council.

As applicable to the project-specific written proposal, PROVIDER agrees to consult with the Director of Public Works at such reasonable times and places as may be necessary to accomplish the foregoing. In performing said services the PROVIDER shall use, whenever possible, the standard specifications and forms, prepared and approved by the City for public works contracts. All drawings and specifications shall be adequate and sufficient for the City to solicit bids for the award of the contract for said work.

As applicable to the project-specific written proposal, upon approval of said drawings and specifications by the Director of Public Works, the PROVIDER shall furnish suitable reproducible plans, details, and special and technical specifications for the City to incorporate with its bid and contract documents for the purpose of advertising for bids to construct the work. The PROVIDER shall subsequently make any necessary corrections to each set of drawings and specifications as required by any addenda, and incorporate any changes which may be authorized during construction to develop the "as-built" drawings. The PROVIDER shall also prepare a list of qualified bidders and assist the City in the evaluation of the bids and the qualifications of the contractors being considered for award of contract.

As applicable to the project-specific written proposal, during the course of construction by the Contractor, the PROVIDER shall provide consultation and interpretation of the plans and specifications, and shall review and approve any use of alternate equipment or materials, subject to approval by the Director of Public Works. The PROVIDER shall review and approve detailed shop drawings accordingly.

As applicable to the project-specific written proposal, during the progress of the work, the PROVIDER shall make monthly estimates of the completed work and shall have the responsibility of certifying to progress payments on the construction contract. The PROVIDER agrees to use reasonable diligence to protect the City against any defects and deficiency in the work of the Contractor, but it is expressly understood the PROVIDER does not guarantee the performance of any contract by any contractor.]

3. EXCLUSION FROM SCOPE OF SERVICES. It is agreed by and between the parties hereto that the services to be provided by the PROVIDER under this agreement do not include: any exclusions listed in the project-specific proposal.

4. PAYMENT. For and in consideration of the Construction Management services performed by the PROVIDER and when approved by the City, the City agrees to pay to the PROVIDER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the PROVIDER does not request an adjustment as specified, rates will remain in effect.

The aforementioned consideration shall be paid to the PROVIDER upon completion of each phase and submission of the PROVIDER's statement of time expended and the applicable rate to be charged to the Director of Public Works. No payment shall be made until the aforementioned work has been certified by the Director of Public Works as having been completed in accordance with the applicable rate.

5. TIME FOR PERFORMANCE. It is understood and agreed by and between the parties hereto that time is of the essence. The PROVIDER agrees that he will diligently and reasonably pursue the performance of the services required by him by this agreement.

6. TERMINATION. The City may terminate this Agreement at any time by giving the PROVIDER at least fifteen days prior written notice. In the event of termination, the City shall pay the PROVIDER the total value of the services of the PROVIDER to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration. Except as herein provided, this Agreement shall continue until the successful completion of the work and the acceptance of said work by the City.

7. ASSIGNMENT AND SUBCONTRACTING. Notwithstanding any provision of this Agreement to the contrary, PROVIDER shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the City.

8. OWNERSHIP OF DOCUMENTS. It is further agreed by and between the parties hereto that the City shall have full, complete and absolute title to all preliminary plans, drawings, reports, cost estimates, schematic drawings, and other drawings and specifications prepared by the PROVIDER pursuant to this Agreement, regardless of the state of completion thereof. It is further agreed by and between the parties that the City may make full and complete use of said materials so prepared for the City as it desires, and within its own discretion without any liability

of any kind whatsoever to the PROVIDER other than payment of compensation as provided in this Agreement.

Originals of drawings, specifications, estimates, field notes and calculations prepared by the PROVIDER shall be and remain the property of the PROVIDER with the exception, however, that an electronic CAD file, an electronic PDF copy, and mylar base copy of specifications and drawings shall be provided the City, in which the City shall have full, complete and absolute title. The use by the City of the aforementioned documents, title to which is vested in the City pursuant to this paragraph, in any subsequent project in which the PROVIDER has not been retained, shall be at the sole risk and responsibility of the City, and the PROVIDER shall not be responsible to the City for any errors or omissions in respect to said materials.

9. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that PROVIDER has been retained as an independent contractor as distinguished from an employee or agent of the City to perform the aforementioned services. PROVIDER acknowledges the independent contractual relationship and releases the City from any liability or obligation to make deductions or withhold for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood that no officer, agent or employee of PROVIDER shall have any City status or benefit, including health, retirement and workers' compensation benefits.

PROVIDER shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. PROVIDER does hereby assume all risk to himself, his personnel, subcontractors and agents and employees thereof for personal injury or death, and all risk of property damage or loss to any property, wares, vehicles and materials from whatever sources and further releases the City, its officers and employees from any liability therefor.

PROVIDER certifies that he is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and he certified that he will comply with such provisions before commencing the performance of the work of this Agreement.

In the performance of this agreement, PROVIDER shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

10. LIABILITY AND INDEMNIFICATION. PROVIDER shall indemnify the City, its officers, employees and consultants, from any claims, losses, damages, costs or expenses to the extent that such claims, losses, damages, costs or expenses arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the PROVIDER, its employees, consultants, or agents.

The PROVIDER at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the City, insurance or a Certificate of Insurance which shall evidence the fact that the PROVIDER has in full force and effect a comprehensive personal injury and property damage policy protecting the PROVIDER and the City from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000; (general aggregate) \$2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000.

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof, unless canceled for non-payment, then ten (10) days notice shall be given and shall name the City as an additional insured.

- Worker's compensation- Statutory

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof and shall name the City as an additional insured.

11. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind the City to any course of conduct other than its obligation hereunder to pay the PROVIDER for said services as rendered. It is understood that the City reserves the complete right within its discretion to reject all or any part of any design, plan, specification or recommendation made to it or submitted by said PROVIDER, and in that regard the only responsibility of the City shall be to pay said PROVIDER for services as rendered. It is further understood that acceptance herein by the City of any design, plan or specification of the PROVIDER shall be for the purpose of compensating the PROVIDER only, and shall not be binding on the City as to any further course of action. The City reserves the complete right to authorize the completion and construction of any phase of the work, or to deviate from said construction plan in any degree, or to discharge the PROVIDER in accordance with the terms and provisions of this Agreement.

12. NOTICE. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

TO CITY:

City of Lakewood
5050 Clark Avenue
P.O. Box 158
Lakewood, California 90712

TO PROVIDER:

Griffin Structures, Inc.
1 Technology Drive, Bldg. "T", Ste. 829
Irvine, CA 92618

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

SERVICE PROVIDER

CITY OF LAKEWOOD

SERVICE PROVIDER

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

Griffin Structures
Rate Sheet

Program & Construction Management

Title	2025	2026	2027	2028	2029	2030	2031
CEO	\$ 320	\$ 335	\$ 350	\$ 365	\$ 385	\$ 405	\$ 425
CFO	\$ 295	\$ 310	\$ 320	\$ 335	\$ 350	\$ 370	\$ 390
President	\$ 295	\$ 310	\$ 320	\$ 335	\$ 350	\$ 370	\$ 390
Principal In Charge	\$ 285	\$ 300	\$ 310	\$ 320	\$ 335	\$ 350	\$ 370
Project Executive	\$ 280	\$ 295	\$ 305	\$ 315	\$ 330	\$ 345	\$ 360
Predevelopment Manager	\$ 280	\$ 295	\$ 305	\$ 315	\$ 330	\$ 345	\$ 360
Sr. Program & Construction Manager	\$ 265	\$ 275	\$ 285	\$ 295	\$ 310	\$ 325	\$ 340
Program & Construction Manager	\$ 260	\$ 270	\$ 280	\$ 290	\$ 305	\$ 320	\$ 335
Inspector	\$ 240	\$ 250	\$ 260	\$ 270	\$ 285	\$ 300	\$ 315
Sr. Program Analyst	\$ 240	\$ 250	\$ 260	\$ 270	\$ 285	\$ 300	\$ 315
Estimator	\$ 240	\$ 250	\$ 260	\$ 270	\$ 285	\$ 300	\$ 315
Program Analyst	\$ 235	\$ 245	\$ 255	\$ 265	\$ 280	\$ 295	\$ 310
Accounting	\$ 230	\$ 240	\$ 250	\$ 260	\$ 275	\$ 290	\$ 305

D I V I D E R S H E E T

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Quarterly Budget Report of Major Funds – as of September 30, 2025

INTRODUCTION

The city is in the second year of a two-year budget, adopted in June 2025. Following is a quarterly budget review as of September 30, 2025, where revenue and expenditure amounts for the first three months of the fiscal year are compared to budgeted amounts.

Particular attention is given to the City's two major funds: the General Fund and the Water Utility Enterprise Fund. Together, these funds support most of the City's day-to-day operations, with the General Fund serving as the City's most flexible and discretionary funding source. In addition to scheduled budget reviews, staff continuously monitors the year-round inflow and outflow of funds to ensure the City remains on a sound fiscal path. Although it is still early in the current fiscal year, revenues and expenditures are developing in line with historical trends and are consistent with the adopted budget.

Following is the quarterly review of the funds as of September 30, 2025:

STATEMENT OF FACT

General Fund

The General Fund is the largest city fund, with operational expenditures trending as expected and aligned with the adopted budget. Overall, 16.5% of the year's total operational expenditure budget has been utilized through the end of the first quarter (or 25% of the fiscal year). See expenditure summary table on the following page. Given the normal time lag in receiving invoices and processing payments for costs incurred, the figure seems appropriate. Specifically, Employee Services and Contract Services represent the two largest expenditure categories and have expended 20.9% and 12.8% of their budgets, respectively.

Another area worth highlighting is the Other Operating Expenditure line item with 75.0% of the annual budget expended. Of the \$2,213,550 expended in the year, slightly more than \$2 million represents payments for the city's various insurance coverages. These annual amounts are paid in lump sum fashion early in the fiscal year, thereby skewing the percentage of the budget utilized.

It is important to note that Capital Outlay / Capital Improvement Project (CIP) expenditures typically follow irregular spending patterns, as projects often span multiple fiscal years. The 7.0% spent year-to-date (YTD) in this category therefore lowers the Total Expenditures percentage to 16.5%. When excluding these capital costs and considering only operational expenditures, the YTD percentage increases slightly to 18.5%.

Following is a summary of the General Fund expenditure activities:

ACCOUNT DESCRIPTION	BUDGET ESTIMATE*	YTD EXPENDITURES	% SPENT
EMPLOYEE SERVICES	\$ 31,519,977	\$ 6,583,466	20.9%
CONTRACT SERVICES	37,737,074	4,811,749	12.8%
FACILITIES EXPENSE	2,599,926	250,118	9.6%
OFFICE EXPENSE	201,900	50,222	24.9%
MEETING EXPENSE	226,450	32,056	14.2%
SPECIAL DEPT SUPPLIES	2,780,102	523,692	18.8%
OTHER OPERATING	2,950,501	2,213,550	75.0%
OPERATIONAL EXPENDITURES	\$ 78,015,930	\$ 14,464,852	18.5%
CIPS / CAPITAL OUTLAY	16,677,051	1,163,967	7.0%
TOTAL EXPENDITURES	\$ 94,692,981	\$ 15,628,819	16.5%

*Includes YTD budget adjustments and prior-year approved CIPS / Capital Outlay

General Fund revenues through the first quarter are tracking as expected and remain consistent with historical seasonal trends. At 9.78% YTD, revenues are understandably below the 25% benchmark for the first quarter. This lag is typical and results from larger revenue sources flowing through state and county collection processes before being remitted to the city. In addition, certain major revenues – such as Southern California Edison (SCE) franchise fees and Proposition A funds sold - are received as annual payments later in the fiscal year.

In contrast, the city's business license tax is primarily collected at the beginning of the fiscal year. With licenses renewing at the fiscal year's onset, YTD revenues of \$518,789 represent 72.05% of the budgeted \$720,000. Additional, though smaller, business license tax revenues are received throughout the remainder of the year from new businesses and new contractors in the city.

Sales tax revenue generated by Measure L is anticipated to total \$14,172,000 for the year, having received \$1,199,497 during the quarter. The YTD amount represents a relatively small advance that the state provides based on prior year amounts. The actual amount earned during the first quarter will not be known until December.

Following is a summary of the General Fund revenues:

ACCOUNT DESCRIPTION	BUDGET ESTIMATE*	YTD REVENUES	% RECEIVED
PROPERTY TAXES	\$ 7,502,000	\$ 155,827	2.08%
SALES TAX - BRADLEY BURNS	18,246,000	1,439,319	7.89%
SALES TAX- MEASURE L	14,172,000	1,199,497	8.46%
OTHER TAXES	134,000	4,867	3.63%
FRANCHISE FEES	1,750,000	-	0.00%
BUSINESS LICENSE TAX	720,000	518,789	72.05%
DOCUMENTARY TRANSFER TAX	280,000	67,832	24.23%
TRANSIENT OCCUPANCY TAX	110,000	-	0.00%
UTILITY USERS TAX	3,990,000	588,834	14.76%
LICENSES & PERMITS	2,155,500	668,758	31.03%
FINES / FORFEITURES / PENALTIES	675,100	183,303	27.15%
USE OF MONEY & PROPERTY	4,477,950	1,165,951	26.04%
FROM OTHER AGENCIES	12,853,800	216,671	1.69%
CURRENT SERVICE CHARGE	12,831,290	919,133	7.16%
BUDGETED TRANSFERS	4,502,829	1,125,707	25.00%
TOTAL REVENUE	\$ 84,400,469	\$ 8,254,488	9.78%

*Includes YTD budget adjustments.

Water Utility Enterprise Fund

At 9.2% YTD, Water Fund expenses are tracking below budget overall. Similar to the General Fund, there is a timing lag between when costs are incurred and when payments are received and processed. When excluding Capital Outlay / Capital Improvement Project (CIP) expenses — and considering only operational expenditures — the YTD percentage increases slightly to 12.8%. The following provides a summary of the various Water Utility Enterprise Fund expenditure activities:

ACCOUNT DESCRIPTION	BUDGET ESTIMATE*	YTD EXPENDITURES	% SPENT
EMPLOYEE SERVICES	\$ 3,785,675	\$ 772,546	20.4%
CONTRACT SERVICES	1,407,000	273,092.40	19.4%
FACILITIES EXPENSE	2,056,850	7,316.74	0.4%
OFFICE EXPENSE	5,500	1,455.53	26.5%
MEETING EXPENSE	20,000	3,787.51	18.9%
SPECIAL DEPT SUPPLIES	831,171	73,506.79	8.8%
OTHER OPERATING	5,886,859	653,437.05	11.1%
OPERATIONAL EXPENSES	\$ 13,993,055	\$ 1,785,142	12.8%
CIPS / CAPITAL OUTLAY	5,761,929	31,834	0.6%
TOTAL EXPENSES	\$ 19,754,984	\$ 1,816,976	9.2%

*Includes YTD budget adjustments and prior-year approved CIPS / Capital Outlay

At 18.9% YTD, water revenues are trending close to their anticipated mark. It is early in the year and a portion of revenues received during the first quarter were attributable to activities from the prior fiscal year and posted as such. Water meter sales, the largest revenue source, are highly sensitive to weather patterns and may vary significantly depending on rainfall and conservation efforts during the year. The following table provides a snapshot:

ACCOUNT DESCRIPTION	BUDGET ESTIMATE	YTD REVENUES	% RECEIVED
METERED WATER SALES	\$ 13,000,000	\$ 2,431,157	18.7%
INTERCONNECT WATER SALES	1,100,000	160,372	14.6%
FIRE PROTECTION SERVICES	212,000	1,272	0.6%
RECLAIMED WATER	535,000	113,955	21.3%
SERVICE INITIATION FEES	43,500	9,875	22.7%
SERVICE RESTORATION CHARGES	50,000	8,950	17.9%
LEASE OF WATER RIGHTS	610,500	115,500	18.9%
INVESTMENT EARNINGS	490,000	115,640	23.6%
RENTS AND CONCESSIONS	53,000	13,074	24.7%
ENERGY UTILITY REBATES	-	1,316	-
OTHER REVENUE	75,000	78,719	105.0%
TOTAL REVENUE	\$ 16,169,000	\$ 3,049,830	18.9%


SUMMARY

Overall, first-quarter revenue and expenditure activity are in line with historical seasonal trends and, more importantly, consistent with the adopted budget. Staff will continue to monitor all activities closely and recommend adjustments as necessary.

RECOMMENDATION

It is recommended that the City Council receive and file this report.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

October 14, 2025

TO: The Honorable Mayor and City Council

SUBJECT: 2025 Halloween Carnivals

INTRODUCTION

Halloween carnivals featured at eight parks throughout the city are among the most well attended city events of the year. It is estimated that over 10,000 children and adults will participate in this year's annual event on Friday, Oct. 31 from 6 p.m. to 8:30 p.m.

STATEMENT OF FACT

Halloween carnivals have been a Lakewood tradition since 1956 when Mayfair Park hosted the first citywide event. In 1957, three additional carnivals were coordinated at Bolivar, San Martin and Del Valle Parks. Halloween attractions were later added at Biscailuz, Bloomfield, Boyar and Palms Parks, thus creating a safe destination within walking distance of most neighborhoods in the city.

Carnival elements, including game booths and decorations, are centered on a popular theme that is quickly recognized by preschoolers and elementary school-age children. More common themes are related to popular movies and cartoon characters widely adored by youngsters. This year's themes for each park are listed below.

- "Coraline" – Biscailuz Park
- "Hotel Transylvania" – Bolivar Park
- "The Great Pumpkin Charlie Brown" – Mayfair Park
- "Stranger Things" – San Martin Park
- "The Book of Life" – Del Valle Park
- "Minecraft" – Boyar Park
- "Phineas and Ferb" – Bloomfield Park
- "Lilo & Stitch" – Palms Park

Collectively, carnival elements feature over 200 game booths for preschool and school-age children. Game booth participants are awarded age-appropriate candy or a novelty prize for their participation. Specialty contests are also scheduled throughout the evening. The highlight of the evening is a costume contest and parade beginning at 7 p.m. at each carnival location. The showcase of costumes provides a stage for participants of all ages to be recognized for their individualism in costume selection.

New enhancements will be introduced at Halloween Carnivals across the city to improve overall appeal and enhance participant experience. Each site will feature updated vinyl welcome signage and two new carnival games, promoting consistency, visual appeal, and engagement at every site. These upgrades are designed to support the long-term success of the events while bringing modern touches to this cherished community tradition.

A “Red Ribbon Booth” to promote a drug free society is a carnival staple since the early 90s. Children of all ages can play a carnival game inside the booth and win a selection of prizes promoting a drug free message.

Appropriately scary haunted houses are a popular attraction at Bolivar, Del Valle, Palms and San Martin Parks. Haunted houses are specially designed for children 6 to 11 years old and will be open from 6 p.m. to 8:30 p.m.

To further augment and support the larger attendance at Mayfair Park, inflatable attractions will complement the carnival. These affordable fee-based attractions have become a main event component since the department introduced the concept in 2007.


The success of each carnival is dependent upon the assistance received from the Lakewood community. It is anticipated that over 400 volunteers will provide over 2,200 hours of service in working more than 200 game booths. Sources of volunteers throughout the community include Lakewood service organizations, church groups and student organizations from area high schools and colleges.

Communicating this safe alternative for Halloween night is an important planning element. Vinyl banners are on display at the park facilities where carnivals are scheduled. Special event flyers were distributed to students at Lakewood’s elementary schools and are available at city facilities and Lakewood’s libraries. Lastly, printed press and complementary photos were published in the RCS fall catalog, social media, the Lakewood Living Magazine, the Lakewood Community News and online in Lakewood’s e-Magazine. The combination of all these communication media ensures that residents have been thoroughly informed about the continued tradition of Halloween carnivals at city parks.

RECOMMENDATION

Staff recommends the mayor and City Council receive and file the report.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

D I V I D E R S H E E T

*Written
Communications*

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 Fax (562) 944-7976

Email: info@GLAmosquito.org Website: www.GLAmosquito.org

GENERAL MANAGER
Susanne Klueh

PRESIDENT

Ali Saleh, Bell

VICE PRESIDENT

Melissa Ramoso, Artesia

SECRETARY-TREASURER

Sonny R. Santa Ines, Bellflower

September 29, 2025

BELL GARDENS

Marco Barcena

BURBANK

Dr. Jeff D. Wassem

CARSON

Jim Dear

CERRITOS

Mark W. Bollman

COMMERCE

Kevin Lainez

CUDAHY

Daisy Lomeli

DIAMOND BAR

Ruth M. Low

DOWNEY

Dorothy Pemberton

GARDENA

Paulette C. Francis

GLENDALE

Steve Ryfle

HAWAIIAN GARDENS

Luis Roa

HUNTINGTON PARK

Jonathan A. Sanabria

LA CAÑADA FLINTRIDGE

Leonard Pieroni

LA HABRA HEIGHTS

Catherine Houwen

LAKEWOOD

Steve Croft

LA MIRADA

Matthew Wight

LONG BEACH

Emily Holman

LOS ANGELES CITY

Steven Appleton

LOS ANGELES COUNTY

Steven A. Goldsworthy

LYNWOOD

Rita Soto

MAYWOOD

Heber Marquez

MONTEBELLO

Avik Cordeiro

NORWALK

Margarita L. Rios

PARAMOUNT

Isabel Aguayo

PICO RIVERA

Gustavo V. Camacho

SAN FERNANDO

Sonia Romero-Fuentes

SAN MARINO

Howard Brody

SANTA CLARITA

Heidi Heinrich

SANTA FE SPRINGS

William K. Rounds

SIGNAL HILL

Robert D. Copeland

SOUTH EL MONTE

Hector Delgado

SOUTH GATE

Maria del Pilar Avalos

VERNON

Melissa Ybarra

WHITTIER

Mary Ann Pacheco

Mr. Thaddeus McCormack

City Manager

5050 Clark Avenue

Lakewood, CA 90712

Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

Dear: Mr. McCormack

This correspondence is to inform you that the term of office for Trustee Steve Croft as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District **will expire on January 5, 2026**. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Croft or appointing a new trustee for a **2- or 4-year term** of office, commencing at noon on the first Monday of January (i.e., January 5, 2026). **Please note, according to the State Health and Safety Code, representatives must be appointed to serve a full 2 or a 4-year term commencing on January 5, 2026, and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e., a-e) enclosed. Subsections **a** and **b** require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

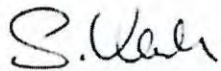
Representatives are expected to attend the district's general board meetings held monthly on the 2nd Thursday of the month.

Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

Please make your appointment/reappointment prior to January 5, 2026, as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Araceli Hernandez or Maria Weinbaum at 562-944-9656 ext. 504 or e-mail at ahernandez@GLAmosquito.org.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Kluh".

Susanne Kluh
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC
cc: Mr. Steve Croft

Ms. Briana Schumacher, City Clerk

SHSC

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)