CITY OF CARSON
HOUSING AUTHORITY/
SUCCESSOR AGENCY/
PUBLIC FINANCING AUTHORITY/
CITY COUNCIL AGENDA

TUESDAY, DECEMBER 3, 2024
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, Mayor Pro Tem and District 1 Councilmember

Cedric L. Hicks, Sr., District 3 Councilmember

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at 310-952-1720 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

RULES OF DECORUM:

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

- *Treat everyone courteously*
- *Listen to others respectfully*
- *Exercise self-control*
- *Give open-minded consideration to all viewpoints*
- *Focus on the issues and avoid personalizing debate*
- *Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and tools for forging sound decisions*

PUBLIC INFORMATION

The public may address the members of the City Council on any matters within the jurisdiction of the City Council or on any items on the agenda of the City Council during the designated public comment periods. There will be two Oral Communication sessions: one for Agendized Items (comment about items ON the agenda) and the other for non-Agendized items (comment about items NOT on the Agenda). The Oral Communications portion of the agenda is limited to a duration of one hour unless otherwise approved by the City Council. Comment time is normally 3 minutes depending on the number of speakers.

PUBLIC VIEWING AVAILABLE BY:

- **Livestream on the City's website: The meeting will be streamed live over the internet via: www.carsonca.gov or on Youtube: www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage**

- **Cable TV: Spectrum (Channel 35) and ATT (Channel 99)**

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:

- **Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.**
- **Written: Written comments can be dropped off at the City Clerk's Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments dropped off at the City Clerk's Office or any email received will not be read aloud at Council Meeting but will be circulated to the City Council and incorporated into the record.**

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (5:00 pm)

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR MANNY DELA CRUZ FROM FAMILY IN CHRIST MINISTRIES INTERNATIONAL - CARSON CHAPTER

CLOSED SESSION (Items 2 - 6)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators(s), regarding labor negotiations with AME, CPSA, and, AFSCME Local 809 and 1017 as well as Unclassified Management.

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in 1 case(s)

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Monique Alvarez et al v. Prologis Inc. et al. Case No. 21STCV38929 and related cases.

6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Watson Land Company v. City of Carson, et al, Los Angeles Superior Court Case No. 19STCP019720.

RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Items 7 - 8)

7. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION

8. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE

PRESENTATIONS (Item 9)

9. PLANNING COMMISSION YEAR END REVIEW

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

The public may address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency or on any items on the agenda of the City Council/Housing Authority/Successor Agency, other than closed session matters, prior to any action taken on the agenda. Speakers are limited to no morethan three minutes, speaking once. Oral communications will be limited to one (1) hour unless extended by order of the Mayor with approval of the City Council.

APPROVAL OF MINUTES (Item 10)

10. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: NOVEMBER 12, 2024 (SPECIAL MEETING) AND NOVEMBER 19, 2024 (REGULAR MEETING) (CITY COUNCIL)

RECOMMENDED ACTION

— APPROVE the minutes as listed.

CONSENT (Items 11 - 21)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

These items are considered to be routine items of business and have, therefore, been placed on the CONSENT CALENDAR. For items remaining on the CONSENT CALENDAR, a single motion to ADOPT the recommended action is in order.

11. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING OCTOBER 31, 2024 (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE

12. CONSIDER ADOPTING RESOLUTION NO. 24-111, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,693,122.47, DEMAND CHECK NUMBERS 176070 THROUGH 176447 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 24-111, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,693,122.47, DEMAND CHECK NUMBERS 176070 THROUGH 176447."

13. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE this report.

14. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE this report.

15. CONSIDER ACCEPTING THE U.S. DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT AWARD OF $150,080.00 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant award of $150,080.00.

— 2. ACCEPT the Special Terms and Conditions and AUTHORIZE the City Manager to execute the Special Terms and Conditions and any related grant documents subject to approval as to form by the City Attorney.

16. CONSIDER APPROVING THE PARTICIPATION AGREEMENT FOR THE CLEAN POWER ALLIANCE'S ELECTRIC FLEET TRANSITION PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Participation Agreement with Clean Power Alliance allowing participation in the Clean Power Alliance's Energized Communities Program to receive funding of up to $250,000.00.

— 2. AUTHORIZE the City Manager to execute the agreement and any related documents subject to approval as to form by the City Attorney.

17. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT (21-080) WITH VERNE’S PLUMBING, INC., FOR THE TESTING, REPAIR AND REPLACEMENTOF CITY-OWNED BACKFLOW PREVENTION DEVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Agreement for Contract Services by and between the City of Carson and Verne’s Plumbing, Inc. to increase the contract sum by $16,667 such that the total cost of the Contract Agreement does not exceed $110,860.31, and extend the term of the agreement by one year to May 30, 2026.

— 2. AUTHORIZE the Mayor to execute the amendment after approval as to form by the City Attorney.

18. CONSIDER RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR PROJECT NO.675 (SEPULVEDA BRIDGE WIDENING PROJECT), PURSUANT TO SECTION 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES AND AUTHORIZING STAFF TO ADVERTISE FOR CONSTRUCTION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 675: Sepulveda Bridge Widening Project from Alameda Boulevard to Intermodal Way.

— 2. MAKE the California Environmental Quality act finding that the proposed Project No. 675: Sepulveda Bridge Widening Project from Alameda Boulevard to Intermodal Way are categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines

— 3. AUTHORIZE staff to record the “Notice of Exemption” in the office of the Los Angeles County Clerk and with the State Clearing House at the Governor’s Office of Planning and Research for Project No.675: Sepulveda Bridge Widening Project.

19. CONSIDERATION OF ADOPTION OF REVISED NEIGHBORHOOD PRIDE PROGRAM GUIDELINES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE modified the modified Neighborhood Pride Program guidelines.

— 2. AUTHORIZE the City Manager to respond and sign the attached draft letter.

20. CONSIDER REJECTION OF PROPOSALS RECEIVED FOR REQUEST FOR PROPOSALS ("RFP"): 25-005 STATE OF THE CITY EVENT PRODUCTION AND MANAGEMENT

RECOMMENDED ACTION

— 1. REJECT all proposals received in response to RFP: 25-005 State of the City Event Production and Management.

21. CONSIDER ADOPTION OF RESOLUTION NO. 24-113 FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 23-187 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET, CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— WAIVE further reading and ADOPT Resolution No. 24-113, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 23-187 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET, CITY OF CARSON."

SPECIAL ORDERS OF THE DAY (Items 22 - 24)

Public testimony is restricted to three minutes per speaker, speaking once (excepting applicants who are afforded a right of rebuttal, if desired), unless
extended by order of the Mayor with the approval of the City Council.

22. CONSIDER ADOPTION OF RESOLUTION NO. 24-112 APPROVING CEQA “NO PROJECT”/EXEMPTION FINDINGS AND ADOPTING GENERAL PLAN AMENDMENT NO. 1-24, MODIFYING THE LAND USE AND REVITALIZATION ELEMENT OF THE CARSON 2040 GENERAL PLAN REGARDING SPECIFIC PLAN REQUIREMENT FOR ANY REDEVELOPMENT OF EXISTING OIL OR PETROLEUM REFINERY SITES FOR SUBSEQUENT USE FOLLOWING CESSATION OF REFINERY OPERATIONS

RECOMMENDED ACTION

— ADOPT the proposed City Council Resolution 24-112, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING CEQA “NO PROJECT”/EXEMPTION FINDINGS AND ADOPTING GENERAL PLAN AMENDMENT NO. 1-24, MODIFYING THE LAND USE AND REVITALIZATION ELEMENT OF THE CARSON 2040 GENERAL PLAN REGARDING SPECIFIC PLAN REQUIREMENT FOR ANY REDEVELOPMENT OF EXISTING OIL OR PETROLEUM REFINERY SITES FOR SUBSEQUENT USE FOLLOWING CESSATION OF REFINERY OPERATIONS”

23. CONSIDER ADOPTION OF INTERIM URGENCY ORDINANCE NO. 24-2416U EXTENDING A TEMPORARY MORATORIUM ON CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS, AND DECLARING THE URGENCY THEREOF

RECOMMENDED ACTION

— WAIVE further reading and ADOPT Interim Urgency Ordinance No. 24-2416U, “AN INTERIM URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, EXTENDING A TEMPORARY MORATORIUM ON CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS, AND DECLARING THE URGENCY THEREOF.”

24. CONSIDER FIRST READING OF ORDINANCE NO. 24-2417, ENTITLED, AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA APPROVING AN ECONOMIC DEVELOPMENT BENEFIT AGREEMENT NUMBER TWO WITH SOUTH BAY CARSON, LLC. (CITY COUNCIL)

RECOMMENDED ACTION

— OPEN the public hearing; TAKE public testimony and accept any written and/or oral communications; AND CLOSE the public hearing; AND

— WAIVE further reading and Introduce for first reaching Ordinance No. 24-2417, entitled “AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA APPROVING AN ECONOMIC DEVELOPMENT BENEFIT AGREEMENT NUMBER TWO WITH SOUTH BAY CARSON, LLC.”

DISCUSSION (Item 25)

25. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;

— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;

— 3. CONSIDER and APPOINT members to City Affiliated Organizations;

— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;

— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

ORDINANCE SECOND READING (Item 26)

26. SECOND READING OF ORDINANCE NO. 24-2415, ADOPTION OF "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS" (CITY COUNCIL AS BOARD OF CFD 2012-2)

RECOMMENDED ACTION

— Acting As the Legislative Body Of Community Facilities District No. 2012-2, CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 24-2415 entitled "ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS"

— TAKE any action the City Council deems appropriate that is consistent with the requirements of the law.

MEMORIAL ADJOURNMENTS

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may at this time address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

ADJOURNMENT

Date Posted: November 27, 2024

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL
SPECIAL MEETING
NOVEMBER 12, 2024
2:00 P.M.

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (2:00 pm)

The meeting was called to order at 2:04 P.M. by Mayor Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

City Clerk, Dr. Khaleah K. Bradshaw noted the roll:

Council Members Present:

Mayor Lula Davis-Holmes, Mayor Pro Tempore, Dr. Jawane Hilton, and Council Member Cedric Hicks

Council Members Absent:

Council Member Jim Dear (Entered at 2:05 P.M.) and Council Member Arleen Rojas (Excused)

Also Present:

Monica Cooper, City Treasurer; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Director of Public Works; Gary Carter, Director of Information Technology and Security; and William Jefferson, Director of Finance

FLAG SALUTE

This item was heard after the Invocation.

Council Member Hicks led the Pledge of Allegiance.

INVOCATION

Mayor Pro Tempore, Dr. Hilton gave the invocation.

CLOSED SESSION (Item 1)

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3)and (e)(1), because there is a significant exposure to litigation in one case.

ACTION: No reportable action was taken.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City Manager Roberts, Jr. announced the Closed Session item.

RECESS INTO CLOSED SESSION UNTIL 3:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was recessed by Mayor Davis-Holmes to Closed Session.

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)-

RECONVENE TO OPEN SESSION AT 3:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was reconvened at 2:34 P.M. by Mayor Davis-Holmes.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

City Manager Roberts, Jr. reported there was no reportable action taken.

INTRODUCTIONS (MAYOR)

None.

PRESENTATIONS

None.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

None.

APPROVAL OF MINUTES

None.

CONSENT

None.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION

None.

ORDINANCE SECOND READING

None.

MEMORIAL ADJOURNMENTS

None.

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

None.

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 2:35 P.M. by Mayor Davis-Holmes.

_____

Lula Davis-Holmes

Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk

_____

Signature

CITY OF CARSON

MINUTES
CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
NOVEMBER 19, 2024
5:00 P.M.

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (5:00 pm)

The meeting was called to order at 5:03 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Jawane Hilton in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

City Clerk/Agency Secretary/Authority Secretary, Dr. Khaleah K. Bradshaw noted the roll:

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes (Entered at 5:06 P.M.), Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Jawane Hilton, Council Member/Agency Member/Authority Board Member Cedric Hicks, Council Member/Agency Member/Authority Board Member Jim Dear, and Council Member/Agency Member/Authority Board Member Arleen Rojas (Entered at 5:05 P.M.)

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; David C. Roberts, Jr., City Manager; Sunny Soltani, City/Agency/Authority Attorney; John Raymond, Assistant City Manager; Dr. Robert Lennox, Assistant City Manager; Michael Whittiker, Jr., Director of Community Services; Saied Naaseh, Director of Community Development; Dr. Arlington Rodgers, Director of Public Works; Gary Carter, Director of Information Technology and Security; William Jefferson, Director of Finance; Josh

Boudreaux, Director of Human Resources; Nora Garcia, Director of Public Safety; and Reata Kulcsar, Energy and Sustainability Officer

FLAG SALUTE

Council Member/Agency Member/Authority Board Member Dear led the Pledge of Allegiance.

INVOCATION

1. PASTOR MICHAELLA AGAG FROM PENTECOSTAL MISSIONAL CHURCH OF CHRIST (4th Watch) - 5:07 PM

Pastor Michaella Agag gave the invocation.

CLOSED SESSION (Items 2 - 4)

2. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators, regarding labor negotiations with AME, CPSA, and AFSCME Local 809 and 1017 as well as Unclassified Management.

ACTION: No reportable action was taken.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: Item not taken up.

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in five cases.

ACTION: No reportable action in four cases. In the employment case, a settlement agreement was reached and a copy will be available in the City Clerk's Office upon execution.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani announced the Closed Session items.

RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was recessed at 5:10 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton to Closed Session.

2. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)-

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)-

RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was reconvened at 6:21 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani provided the Closed Session Report.

INTRODUCTIONS (MAYOR)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:23 PM

Captain Norman reported an arrest was made in the hit and run death of Cherise Johnson. As a result of high speeds in the streets, the deputies have been conducting traffic enforcement and diligently writing more speeding citations. They have determined that the increase in citations have been linked to reductions in speeding and accidents. She reported on crime statistics and summarized the recent law enforcement activities. She announced their Toy Giveaway on December 21, 2024, for children between the ages of 0 to 13 years, to be held at the Carson Sheriff Station. Contact the Community Services Resource Deputy to complete an application.

Council Member/Agency Member/Authority Board Member Hicks thanked Captain Norman for the Turkey Giveaway at Mills Park.

PRESENTATIONS

6. UPDATE FROM VETERANS AFFAIRS COMMISSION- 6:27 PM

Manuel Da Silva , Chairman of the Veterans Affairs Commission, gave a report on the Veterans Day Celebration at Veterans Park, thanked the Mayor and City Council for attending the celebration and for their support. He requested support of a Veterans Service Officer and a Veterans Resource Center to assist the 6,000 veterans in the City similar to the services offered in the City of Gardena. He noted there is an empty lot in front of the Veterans apartments on Figueroa Street and Carson Street for the city to consider space to assist veterans.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes gave an update of the vacant property that Chairman Da Silva referred to.

Chairman Da Silva spoke about the proper protocol on the placement of the Prisoners of War (POW) Flag. Director Whittiker, Jr. offered comments regarding flag placement. Chairman Da Silva spoke about keeping staff informed of the proper protocols, etc. and for their assistance. He shared that all the commissioners are from different organizations and share valuable information with everyone.

7. UPDATE FROM YOUTH COMMISSION- 6:38 PM

Andrea Villasana, Vice Chair of the Youth Commission, gave an update and upcoming activities of the Youth Commission.

Council Member/Agency Member/Authority Board Member Dear thanked Vice Chair Villasana for her work.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton thanked Vice Chair Villasana to keep up the good work. He shared that he started as a Youth Commissioner and that she will be in his shoes one day.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

None.

APPROVAL OF MINUTES

8. APPROVAL OF THE CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY NOVEMBER 6, 2024 MINUTES (CITY COUNCIL)- 6:41 PM

RECOMMENDED ACTION

— APPROVE the minutes as listed.

Motion to Approve submitted by Jim Dear, seconded by Cedric Hicks resulting in 5-0-0-0-0

CONSENT (Items 9 - 22)

All Consent items were approved as recommended with the exception of Items No. 15 and 18 which were pulled for discussion by Council Member/Agency Member/Authority Board Member Hicks.

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

9. CONSIDER ADOPTING RESOLUTION NO. 24-109, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $841,207.34, DEMAND CHECK NUMBERS 175963 THROUGH 176069 FOR GENERAL DEMAND AND THE AMOUNT OF $5,795.00, CHECK NUMBERS 1287 THROUGH 1287 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 24-109, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $841,207.34, DEMAND CHECK NUMBERS 175693 THROUGH 176069 FOR GENERAL DEMAND AND THE AMOUNT OF $5,795.00, CHECK NUMBERS 1287 THROUGH 1287 FOR CO-OP AGREEMENT DEMANDS"

ACTION: Item No. 9 was approved on Consent.

10. CONSIDER ADOPTING RESOLUTION NO. 24-11-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $43,412.55, DEMAND CHECK NUMBERS HA-002014 THROUGH HA-002018 (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 24-11-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $43,412.55, DEMAND CHECK NUMBERS HA-002014 THROUGH HA-002018".

ACTION: Item No. 10 was approved on Consent.

11. CONSIDER ADOPTING RESOLUTION NO. 24-11-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $1,890.00, DEMAND CHECK NUMBERS SA-001936 THROUGH SA-001936 (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 24-11-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $1,890.00, DEMAND

CHECK NUMBERS SA-001936 THROUGH SA-001936".

ACTION: Item No. 11 was approved on Consent.

12. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF OCTOBER 2024 PER ORDINANCE 24-2401 (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this information.

ACTION: Item No. 12 was approved on Consent.

13. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD OCTOBER 1, 2024 THROUGH OCTOBER 31, 2024 PURSUANT TO CMC SECTION 2607 (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this information.

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER APPROVING A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM FUNDING (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. APPROVE the “Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2022” between the City of Carson and Los Angeles County Metropolitan Transportation Authority (Exhibit No. 1. “LACMTA MOU”); and

— 2. AUTHORIZE the Mayor to execute the LACMTA MOU, following approval as to form by theCity Attorney.

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER APPROVING A CONTRACT SERVICES AGREEMENT WITH MERCHANT LANDSCAPE SERVICES, INC., TO LASER LEVEL THE BASEBALL DIAMOND INFIELDS AT CARSON, DOLPHIN, AND DOMINGUEZ PARKS (CITY COUNCIL)- 6:43 PM

**** Item was Removed from Consent**

RECOMMENDED ACTION

— 1. APPROVE the proposed Contract Services Agreement between the City of Carson and Merchant Landscape Services, Inc., to provide laser leveling services for the baseball fields at Carson, Dominguez and Dolphin Parks for a not-to-exceed Contract Sum of $97,840.00.

— 2. AUTHORIZE the City Manager to execute the Agreement following approval as to form by the City Attorney

Item No. 15 was heard after approval of the Consent items.

Council Member/Agency Member/Authority Board Member Hicks asked for an update for the residents.

Director Whittiker, Jr. gave a report.

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Jim Dear resulting in 5-0-0-0-0

16. CONSIDER AWARDING A CONTRACT TO DON'S AUDIO VISUAL SERVICES TO PROVIDE AUDIOVISUAL SERVICES AT THE CARSON EVENT CENTER (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. AWARD and APPROVE the Contract Services Agreement between the City and Donald Alan Sprague dba Don’s Audio Visual Services

— 2. AUTHORIZE the Mayor to execute the Contract Services Agreement between the City and Donald Alan Sprague dba Don’s Audio Visual Services following approval as to form by the City Attorney.

ACTION: Item No. 16 was approved on Consent.

17. **REVISED CONSIDER ADOPTING RESOLUTION NO. 24-103, AMENDING THE JOB SPECIFICATIONS FOR THE ASSISTANT TO THE CITY MANAGER POSITION (CITY COUNCIL)**- 6:42 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT the following Resolution No. 24-103, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION OF THE ASSISTANT TO THE CITY MANAGER."

ACTION: Item No. 17 was approved on Consent.

18. **REVISED CONSIDER APPROVAL OF AMENDMENT NO. 1 TO EXTEND THE TERM OF THE MAINTENANCE CONTRACT WITH LOS ANGELES COUNTY CONSERVATION CORPS, FOR WEED

ABATEMENT, REMOVAL OF MISCELLANEOUS DEBRIS, WITHIN THE CITY'S RIGHT OF WAY (CITY COUNCIL)- 6:47 PM

**** Item was Removed from Consent**

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Agreement for Contract Services by and between the City of Carson and Los Angeles County Conservation Corps to extend the term of the agreement by one year and increase the contract sum by $433,379.89 such that the total cost of the Contract Agreement does not exceed $866,759.78.

— 2. AUTHORIZE the Mayor to execute the amendment after approval as to form by the City Attorney.

Item No. 18 was heard after Item No. 15.

Council Member/Agency Member/Authority Board Member Hicks asked for an update for the residents.

Director, Dr. Rodgers shared that the department is working on an agreement with the CalTrans department to expand the service area then the city can do more work on the areas that are owned by CalTrans. He shared the agreement does not include graffiti which is a different contractor.

Council Member/Agency Member/Authority Board Member Hicks asked his colleagues to look into a fine for illegal dumping and possibly increasing the fines.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed the City Manager to bring back an item regarding Council Member/Agency Member/Authority Board Member Hicks request with no objection heard.

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

19. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR FIXED-ROUTE BUS SERVICES BY ONE ADDITIONAL YEAR (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. APPROVE proposed Amendment No. 2 to the Contract Services Agreement between the City of Carson and Long Beach Public Transportation Company (Exhibit No. 1; “Amendment No. 2”).

— 2. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER APPROVING AMENDMENT NO. 2 TO CONTRACT SERVICES AGREMENT WITH LIGHTHOUSE4KIDS, INC. (FORMERLY, THE LIGHTHOUSE-HOME FOR MEDICALLY FRAGILE CHILDREN) (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 2 to the Agreement (Exhibit No. 1; "Amendment No. 1"); and

— 2. AUTHORIZE the Mayor to execute Amendment No. 2, following approval as to form by the City Attorney.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER APPROVAL OF CHARGEPOINT AGREEMENT AND A PURCHASE ORDER TO CHARGEPOINT FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT AND NETWORK SERVICES (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. APPROVE the ChargePoint Quotation and AUTHORIZE the City Manager to execute the Quotation subject to approval as to form by the City Attorney.

— 2. APPROVE the ChargePoint Master Services and Subscription Agreement incorporated by reference into the Quotation.

— 3. APPROVE ChargePoint Terms and Conditions of Purchase incorporated by reference into the Quotation.

— 4. APPROVE ChargePoint Support Services Terms and Conditions incorporated by reference into the Quotation.

— 5. APPROVE ChargePoint Installation, Commissioning, and Activation Scope and Terms incorporated by reference into the Quotation.

— 6. APPROVE ChargePoint Terms of Services for ChargePoint Accounts.

— 7. AUTHORIZE the Purchasing Manager to issue a Purchase Order to ChargePoint in an amount not to exceed $100,000.00.

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER ISSUING THE "10-DAY REPORT" PURSUANT TO GOVERNMENT CODE SECTION 65858(D) REGARDING INTERIM URGENCY ORDINANCE NO. 24-2414U, WHICH ESTABLISHED A TEMPORARY 45-DAY MORATORIUM ON ACCEPTANCE, PROCESSING AND CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS (CITY COUNCIL)- 6:42 PM

RECOMMENDED ACTION

— 1. TAKE the following action: ISSUE the "10-Day Report on Interim Ordinance No. 24-2414U"(Exhibit No. 2).

ACTION: Item No. 22 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Item 23)

23. PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION 24-108 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE ISSUANCE OF NOT TO EXCEED $22,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE PUBLIC FINANCE AUTHORITY'S TAX-EXEMPT AND/OR TAXABLE REVENUE BONDS FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COST OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, REHABILITATION, EQUIPPING AND FURNISHING OF FACILITIES FOR THE BENEFIT OF AIDS HEALTHCARE FOUNDATION AND/OR A SUCCESSOR OR RELATED ENTITY (CITY COUNCIL)- 6:49 PM

RECOMMENDED ACTION

— 1. OPEN the public hearing, TAKE public testimony, and accept any written and/or oral communications, and CLOSE the public hearing.

— 2. WAIVE further reading and ADOPT Resolution No. 24-108, "A RESOLUTION 24-108 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE ISSUANCE OF NOT TO EXCEED $22,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE PUBLIC FINANCE AUTHORITY'S TAX-EXEMPT AND/OR TAXABLE REVENUE BONDS FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COST OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, REHABILITATION, EQUIPPING AND FURNISHING OF FACILITIES FOR THE BENEFIT OF AIDS HEALTHCARE FOUNDATION AND/OR A SUCCESSOR OR RELATED ENTITY."

Item No. 23 was heard after Item No. 18.

Director Naaseh gave a report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw gave the Public Hearing report.

There being no persons wishing to speak, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing.

Motion To Approve submitted by Jim Dear seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

DISCUSSION (Item 24 - 25)

24. CONSIDER FOR INTRODUCTION ORDINANCE NO. 24-2415, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS" (CITY COUNCIL)- 6:56 PM

RECOMMENDED ACTION

— 1. ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2012-2, WAIVE FURTHER READING AND INTRODUCE ORDINANCE NO. 2415, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS"

— 2. DIRECT STAFF TO RECORD "NOTICE OF CESSATION OF SPECIAL TAX UNDER COMMUNITY FACILITIES DISTRICT NO. 2012-2 OF THE CITY OF CARSON " AGAINST THE PROPERTY

Assistant City Manager Raymond gave a report.

Council Member/Agency Member/Authority Board Member Hicks stated he is pleased the 157 acres project is moving forward.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Assistant City Manager Raymond, City/Agency/Authority Attorney Soltani, and Assistant City/Agency/Authority Attorney Danny Aleshire for all their hard work.

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

25. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS EXCEPT PLANNING COMMISSION AND ENVIRONMENTAL COMMISSION (CITY COUNCIL)- 7:07 PM

RECOMMENDED ACTION

— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;

— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;

— 3. CONSIDER and APPOINT members to City Affiliated Organizations;

— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;

— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked her colleagues to consider their uncontested appointments at the next City Council meeting except for the Youth Commission.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted the Measure C and Measure K Budget Oversight Committee currently does not have a quorum and have been trying to meet. A member was vacated who had excessive absences. The alternate positions are also vacant.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked staff to inform the Mayor and City Council of their appointees who have not been attending their respective meetings. Whereupon, City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw stated members who have not been attending their meetings have been vacated. She informed Council Member Rojas, Mayor Pro Tempore, Dr. Hilton, and Mayor Davis-Holmes of their vacancies.

Council Member/Agency Member/Authority Board Member Dear stated he would reappoint all his appointees at the next meeting.

Director Naaseh noted staff has been looking for a new Mobilehome Park Owner for the Mobilehome Park Rental Review Board which is necessary as well.

Council Member/Agency Member/Authority Board Member Rojas removed Roye Love from the Environmental Commission and Richard Hernandez from the Planning Commission effective

immediately.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked her colleagues to also bring back their respective vacant positions to consider appointments at the next City Council meeting.

ORDINANCE SECOND READING (Item 26)

26. SECOND READING OF ORDINANCE NO. 24-2413, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6340 (LIMITED EXEMPTIONS) OF PART 2 (LICENSES – PROVISIONS GOVERNING) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE TO ADD A VETERAN'S LICENSE EXEMPTION CONSISTENT WITH STATE LAW" (CITY COUNCIL)- 7:14 PM

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with full reading waived, and ADOPT, Ordinance No. 24-2413, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6340 (LIMITED EXEMPTIONS) OF PART 2 (LICENSES–PROVISIONS GOVERNING) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE TO ADD A VETERAN'S LICENSE EXEMPTION CONSISTENT WITH STATE LAW"

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Jim Dear resulting in 5-0-0-0-0

MEMORIAL ADJOURNMENTS

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw presented the following Memorial Adjournment Requests:

Donald W. Peyer

Jacquline Hayes Whittaker

Judith Jamison

William "Bill" Smalley

Council Member/Agency Member/Authority Board Member Rojas requested to add Daniel Aguilera to the Memorial Adjournment Requests.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton gave a prayer.

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Robert Lesley

Congratulated Mayor Davis-Holmes, Mayor Pro Tempore, Dr. Hilton, and Council Member Hicks on their reelections.

John Edmond, representing Phillips 66

Offered comments in support of Phillips 66 and look forward to working with the Mayor, City Council, and staff to meet and discuss the future of Phillips 66; referred to the ordinance that was approved at the last City Council meeting and intends to comply

Mayor/Agency Chairman/Authority Chairman Davis-Holmes advised John Edmond to provide his contact information to the City Manager.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member/Agency Member/Authority Board Member Dear asked for a status report on the ordinance regarding street takeovers.

City/Agency/Authority Attorney Soltani responded the ordinance will be on the next City Council agenda.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton reported/announced the following:

- Wished everyone Happy Thanksgiving
- Co-hosting the annual Drive-Thru Turkey Giveaway with Holidays Helping Hands Foundation on Friday, November 22, 2024, at 11:00 A.M. at Stevenson Park located at 17400 Lysander Drive, Carson, California 90746, while supplies last; must be a Carson resident. Holidays Helping Hands Foundation is a non-profit organization who assists the unhoused population located on Albertoni Street and Avalon Boulevard in Carson

Council Member/Agency Member/Authority Board Member Hicks reported/announced the following:

- Wished everyone Happy Thanksgiving

- Hosting his annual Thanksgiving Drive-Thru Food Giveaway on November 23, 2024, at Prevailing In Christ Ministries, located at 1609 E. Del Amo Boulevard; 300 turkeys to give away from 10:00 A.M. to 1:00 P.M., church will also host giveaways at the corner of Tajuata Avenue and Del Amo Boulevard; must be a Carson resident.

Council Member/Agency Member/Authority Board Member Rojas reported/announced the following:

- Attended the National League of Cities (NLC) Conference in Tampa Bay, Florida and gave a recap of her trip. The NLC celebrated their 100th anniversary.
- Will travel to Washington D.C. to represent the City as well as Assembly Member Mike Gipson's Office and Senator Bradford's Office who will be inducting Larry Itliong into the Department of Labor and Museums; thanked staff for their assistance with the report
- Wished everyone Happy Thanksgiving

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Council Member Rojas for representing the City and wished everyone Happy Thanksgiving.

Council Member/Agency Member/Authority Board Member Dear wished everyone Happy Thanksgiving and wished the City a good future.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the following:

- Hosting her annual Turkey Giveaway cosponsored by the Carson Citizens Cultural Arts Foundation and the Julia Banks Williams Delta Foundation to be held on Sunday, November 24, 2024, at 1:00 P.M. at the South Bay Pavilion next to Target, 800 turkeys to give away and/or gift card; must show proof of identification as a Carson resident
- Toy Drive Giveaway on December 19, 2024, at the Carson Community Center

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 7:30 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, December 3, 2024, 5:00 PM

CONSENT 11.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer TREASURER

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING OCTOBER 31, 2024 (CITY COUNCIL)

I. SUMMARY

The monthly Investment and Cash Report for the City of Carson, former Successor Agency, and Carson Housing Authority for October 31, 2024
is being submitted to the Mayor and City Council. The report outlines the total reserves and cash on hand for the City of Carson and its affiliated entities
as follows:

City of Carson reserves(Invested assets): $228,193,358.47
City of Carson available cash: $24,121,951.06

Restricted funds for the City of Carson encompass cash on hand and reserves for the Successor Agency, Housing Authority, and Co-Op Agreement:
Total City of Carson restricted funds: $27,578,020.11

II. RECOMMENDATION

RECEIVE and FILE

III. ALTERNATIVES

TAKE another action the Council deems appropriate

IV. BACKGROUND

The Investment and Cash Report is submitted on a monthly basis to the Mayor and City Council, ensuring they stay informed about the reserves
and available cash for Carson entities. These entities include the City of Carson, former Successor Agency, and Housing Authority. The investment program outlined in this report ensures there is enough liquidity to cover six month's worth of estimated expenditures. Moreover, all investments adhere to California
state code 503600, the City of Carson Investment Policy, and relevant bond indentures.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Summary of Cash (Pg. 3)
2. City of Carson investments (Pg. 4-6)
3. City of Carson Successor Agency Investments (Pg .7)

Attachments

Cash rpt Oct 2024- dup.pdf

CITY OF CARSON PORTFOLIO RESERVES SUMMARY OCT 2024.pdf

CITY OF CARSON PORTFOLIO RESERVES SUCCESSOR SUMMARY OCT 2024.pdf

Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
October 31, 2024

	Available Cash	Invested Funds
General Fund	$24,121,951.06	$228,193,358.47
Successor Agency (restricted revenue)	$10,492,769.61	$7,543,467.10
Housing Authority (restricted revenue)	$7,594,958.76	
Co-Op Agreement (restricted revenue)	$1,946,824.64	

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
OCTOBER 31, 2024

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	1.720	9,046,561.50	9,046,561.50	9,046,561.50	3.96
Preferred Premier Cash	MM942	3.350	39,095,765.84	39,095,765.84	39,095,765.84	17.13
Sub Total / Average Cash		3.044	48,142,327.34	48,142,327.34	48,142,327.34	21.10
Certificate Of Deposit						
American Express Natl BK 1.8 3/3/2025	02589ABM3	1.800	245,000.00	245,000.00	242,624.14	0.11
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	234,608.35	0.11
East/West Bank 4.1 2/9/2025	178208467A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	178740303A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	17854698A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	178,659,182	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 2/9/2025	0178712582-A	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.15 1/24/2025	178064422A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.88
East/West Bank 4.15 1/24/2025	178944242A	4.150	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.15 1/24/2025	178502444A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.88
East/West Bank 4.15 1/24/2025	178417994A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.88
East/West Bank 4.15 1/24/2025	1178622841A	4.150	2,000,000.00	2,000,000.00	2,000,000.00	0.88
East/West Bank 4.6 11/2/2024	01-78585526	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.6 11/2/2024	01-78800198	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.6 11/2/2024	01-78225460	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.6 11/3/2024	01-78002788	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.6 11/4/2024	01-78011696	4.600	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Ban 4.5 1/27/2025	300683-K	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Ban 4.5 1/27/2025	300691-F	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Ban 4.5 1/27/2025	306119-H	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Ban 4.5 1/27/2025	30000006915-A	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.5 1/27/2025	300000003703-A	4.500	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.2 2/1/2025	6907A	5.200	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.22 11/10/2024	7199-B	5.220	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 5.22 11/10/2024	7180-A	5.220	1,000,000.00	1,000,000.00	1,000,000.00	0.44

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 5.25 2/1/2025	6893A	5.250	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	237,609.05	0.11
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	231,599.80	0.11
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	231,413.92	0.11
Sub Total / Average Certificate Of Deposit		4.308	29,230,000.00	29,230,000.00	29,177,855.26	12.81
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	286,074.00	0.13
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	287,160.00	0.13
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	288,156.00	0.13
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	284,472.00	0.13
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	284,754.00	0.13
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	474,965.00	0.22
Truist Bank 1.5 3/10/2025	89788JAA7	1.850	250,000.00	245,845.97	247,045.00	0.11
WestPac BKG Corp 1.019 11/18/2024	961214EU3	1.019	300,000.00	300,000.00	299,442.00	0.13
Sub Total / Average Corporate		1.660	2,550,000.00	2,540,969.49	2,452,068.00	1.12
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.518	35,521,399.47	35,521,399.47	35,521,399.47	15.57
Sub Total / Average Local Government Investment Pool		4.518	35,521,399.47	35,521,399.47	35,521,399.47	15.57
Money Market						
East/West Bank MM	22,305	3.570	83,753,181.02	83,753,181.02	83,753,181.02	36.70
Sub Total / Average Money Market		3.570	83,753,181.02	83,753,181.02	83,753,181.02	36.70
US Agency						
FAMC 0.77 12/6/2024	31422XQV7	0.770	996,450.64	996,450.64	994,597.24	0.44
FAMC 1.57 2/18/2025	31422XUH3	1.570	1,000,000.00	1,000,000.00	990,870.00	0.44
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	955,480.00	0.44
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	990,040.00	0.44
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	956,040.00	0.44
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	943,320.00	0.44
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	944,750.00	0.44
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,935,000.00	0.88
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	954,480.00	0.44
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	940,510.00	0.44
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	941,620.00	0.44
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	946,570.00	0.44
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	941,280.00	0.44
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	943,340.00	0.44
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	943,310.00	0.44

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	940,690.00	0.44
FHLMC 2.05 3/17/2025	3134GXMJO	2.060	1,000,000.00	999,701.62	990,650.00	0.44
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	995,960.00	0.44
FHLMC 5.2 2/24/2026	3134GYH96	5.259	500,000.00	499,177.36	499,730.00	0.22
FHLMC 5.25 2/17/2026-24	3134GYJ86	5.268	500,000.00	499,750.00	499,835.00	0.22
Sub Total / Average US Agency		1.791	19,996,450.64	19,981,951.89	19,248,072.24	8.76
US Treasury						
T-Bond 1.125 1/22/2025	91282CDS7	1.125	1,000,000.00	1,000,000.00	992,870.00	0.44
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	990,270.00	0.44
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	999,380.00	0.44
T-Note 3 7/15/2025	91282CEY3	4.739	2,000,000.00	1,966,765.62	1,982,040.00	0.88
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	979,840.00	0.44
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	987,730.00	0.44
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	993,360.00	0.44
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	996,880.00	0.44
Sub Total / Average US Treasury		3.787	9,000,000.00	8,927,191.93	8,922,370.00	3.94
Total / Average		3.532	228,193,358.47	228,097,021.14	227,217,273.33	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
OCTOBER 31, 2024

Description	CUSIP/Ticker	Security Type	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Successor Agency - City of Carson							
LAIF LGIP	LGIP9016	Local Government Investment Pool	4.518	1,447,117.63	1,447,117.63	65,380.77	19.18
Preferred Bank Cash	MM0099	Cash	3.350	6,096,349.47	6,096,349.47	204,227.71	80.82
Sub Total / Average Successor Agency - City of Carson			3.574	7,543,467.10	7,543,467.10	269,608.48	100.00
Total / Average			3.574	7,543,467.10	7,543,467.10	269,608.48	100

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 24-111, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,693,122.47, DEMAND CHECK NUMBERS 176070 THROUGH 176447 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 24-111, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,693,122.47, DEMAND CHECK NUMBERS 176070 THROUGH 176447.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 24-111, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,693,122.47, DEMAND CHECK NUMBERS 176070 THROUGH 176447."

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On December 3, 2024, the City Council ratified the above demand numbers 176070 through 176447. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $14,693,122.47.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 3RD DAY OF DECEMBER, 2024.

APPROVED AS TO FORM:

_____

Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 3RD DAY OF DECEMBER, 2024 AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 24-111, adopted by the City of Carson City Council at its meeting held on December 3, 2024 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT TO DEMAND REGISTER RESOLUTION #24-111

Attachments

Exhibit 1 Demand Register Reso# 24-111.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
176070	11/07/2024	PRINTED	000418	4IMPRINT INC	1,941.73			
176071	11/07/2024	PRINTED	007077	ADVANCED IMAGING STRATEGI	14,744.85			
176072	11/07/2024	PRINTED	000797	ALESHIRE AND WYNDER LLP	333,322.98			
176073	11/07/2024	PRINTED	008232	ALEXANDRA TAYLOR	250.00			
176074	11/07/2024	PRINTED	000042	ALIN PARTY SUPPLY CO	376.86			
176075	11/07/2024	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	211.57			
176076	11/07/2024	PRINTED	005523	AMAZON CAPITAL SERVICES	805.12			
176077	11/07/2024	PRINTED	006675	AMERICAN TRANSPORTATION S	934.62			
176078	11/07/2024	PRINTED	004920	CESAR BARAJAS	4,300.00			
176079	11/07/2024	PRINTED	007051	BASIC BENEFITS LLC	1,200.00			
176080	11/07/2024	PRINTED	003981	BIOMETRICS 4 ALL INC	7.50			
176081	11/07/2024	PRINTED	001438	BLUE DIAMOND MATERIALS	4,065.52			
176082	11/07/2024	PRINTED	006076	BRI CONSULTING GROUP, INC	8,512.50			
176083	11/07/2024	PRINTED	001627	BSN SPORTS LLC	524.69			
176084	11/07/2024	PRINTED	008063	CADE GOTTHARDT	250.00			
176085	11/07/2024	PRINTED	004165	CALIFORNIA CONSULTING	5,000.00			
176086	11/07/2024	PRINTED	000079	CALIFORNIA WATER SERVICE	74,793.04			
176087	11/07/2024	PRINTED	000657	CARSON HIGH SCHOOL	400.00			
176088	11/07/2024	PRINTED	008304	CASMIR BRASGA	4,950.00			
176089	11/07/2024	PRINTED	000351	CHEM PRO LABORATORY INC	638.40			
176090	11/07/2024	PRINTED	001489	CHOURA VENUE SERVICES	32,371.99			
176091	11/07/2024	PRINTED	004947	CINDY'S JUMPERS	4,621.74			
176092	11/07/2024	PRINTED	000114	CITY OF CARSON PETTY CASH	289.56			
176093	11/07/2024	PRINTED	000062	CITY OF LOS ANGELES	1,787.24			
176094	11/07/2024	PRINTED	000803	CLEAN ENERGY	3,366.55			
176095	11/07/2024	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
176096	11/07/2024	PRINTED	008325	COLOR CARD ADMINISTRATOR,	104.88			
176097	11/07/2024	PRINTED	008453	COREY GUY	200.00			
176098	11/07/2024	PRINTED	007159	CORODATA RECORDS MANAGEME	1,461.06			
176099	11/07/2024	PRINTED	001180	COUNTY OF LOS ANGELES	258.15			
176100	11/07/2024	PRINTED	000127	DAILY BREEZE NEWSPAPER	528.69			
176101	11/07/2024	PRINTED	007176	DAVEY COACH SALES INC.	362.92			
176102	11/07/2024	PRINTED	007492	DEFENDIFY	6,227.66			
176103	11/07/2024	PRINTED	007595	DONNIE R. DORSEY	50.00			
176104	11/07/2024	PRINTED	006876	DONS AUDIO VISUAL	77.00			
176105	11/07/2024	PRINTED	004385	DYETT & BHATIA URBAN AND	44,650.00			
176106	11/07/2024	PRINTED	001105	EAGLE PORTABLES SANITATIO	1,065.13			
176107	11/07/2024	PRINTED	007512	EDDINGS ENTERPRISES, INC.	3,780.93			
176108	11/07/2024	PRINTED	007113	EPROMOS PROMOTIONAL PRODU	1,447.69			
176109	11/07/2024	PRINTED	000039	EWING IRRIGATION PRODUCTS	247.82			
176110	11/07/2024	PRINTED	004019	FLEETCREW MAINTENANCE SOL	1,567.00			
176111	11/07/2024	PRINTED	004437	GALLS LLC	169.13			
176112	11/07/2024	PRINTED	001268	GBROS INC	1,115.73			
176113	11/07/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	249.23			
176114	11/07/2024	PRINTED	000865	GOODWILL LONG BEACH AND S	8,150.00			
176115	11/07/2024	PRINTED	008352	GRAFFITI PROTECTIVE COATI	3,992.32			
176116	11/07/2024	PRINTED	000793	GRAINGER	305.74			
176117	11/07/2024	PRINTED	005113	HARRELL AND COMPANY ADVIS	4,500.00			
176118	11/07/2024	PRINTED	004303	ALICE CLARK HARRIS	50.00			
176119	11/07/2024	PRINTED	001565	PHYLLIS HAYES	50.00			
176120	11/07/2024	PRINTED	000532	HDL COREN AND CONE	4,551.90			
176121	11/07/2024	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
176122	11/07/2024	PRINTED	008446	HELENSTAR 2, LLC	10,000.00			
176123	11/07/2024	PRINTED	000234	THE HOME DEPOT INC	747.38			
176124	11/07/2024	PRINTED	004229	MARIA HORTON	50.00			
176125	11/07/2024	PRINTED	001210	HYGRADE PLANTING MIX	738.00			
176126	11/07/2024	PRINTED	008314	INTERIOR PLUS, INC	234,547.52			
176127	11/07/2024	PRINTED	000904	NELLIE K LUA	181.91			
176128	11/07/2024	PRINTED	006303	INDUSTRIAL TECH. SVCS., D	1,145.00			
176129	11/07/2024	PRINTED	007588	JEFFREY GLENN ALLEN	50.00			
176130	11/07/2024	PRINTED	007688	JOKER PARTY SUPPLY, INC.	1,442.49			
176131	11/07/2024	PRINTED	008458	JUAN ESTRADA	50.00			
176132	11/07/2024	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
176133	11/07/2024	PRINTED	001191	TOM KING	50.00			
176134	11/07/2024	PRINTED	000094	LAKESHORE LEARNING MATERI	6,508.22			
176135	11/07/2024	PRINTED	007866	LAWRENCE MICHAEL FLINTON	50.00			
176136	11/07/2024	PRINTED	004428	LAWSON PRODUCTS INC	220.85			
176137	11/07/2024	PRINTED	008264	LIFE AND TIMES NETWORK IN	2,497.17			
176138	11/07/2024	PRINTED	006731	LIFESTATION INC	789.53			
176139	11/07/2024	PRINTED	008197	LIFTECH ELEVATOR SERVICES	957.00			
176140	11/07/2024	PRINTED	000070	LOS ANGELES COUNTY DEPT O	67,497.65			
176141	11/07/2024	PRINTED	000074	LOS ANGELES COUNTY SHERIF	61,441.24			
176142	11/07/2024	PRINTED	008450	METRO FUSION, INC	25,000.00			
176143	11/07/2024	PRINTED	007605	MICHAEL K WILSON	50.00			
176144	11/07/2024	PRINTED	006424	MOHAWK FACTORING II INC	10,162.23			
176145	11/07/2024	PRINTED	007851	NAVIN SAMI	12,275.00			
176146	11/07/2024	PRINTED	007851	NAVIN SAMI	21,140.00			
176147	11/07/2024	PRINTED	000481	OCEAN BLUE ENVIRONMENTAL	4,805.10			
176148	11/07/2024	PRINTED	010999	JENICE MILLER	508.53			
176149	11/07/2024	PRINTED	010999	JOHN MERRILL	14.80			
176150	11/07/2024	PRINTED	000460	PETES ROAD SERVICE INC	849.31			
176151	11/07/2024	PRINTED	002506	PHOTO MAKERS	386.88			
176152	11/07/2024	PRINTED	001020	PITNEY BOWES	1,053.96			
176153	11/07/2024	PRINTED	000746	PITNEY BOWES GLOBAL FINAN	15,000.00			
176154	11/07/2024	PRINTED	007372	PROTIME SPORTS INC	419.45			
176155	11/07/2024	PRINTED	005066	R J NOBLE COMPANY	466,413.79			
176156	11/07/2024	PRINTED	000119	RED WING SHOE STORE	4,272.60			
176157	11/07/2024	PRINTED	010000	CARLOS HILLIARD	2,016.16			
176158	11/07/2024	PRINTED	010000	CASAR DESCARGAR	305.64			
176159	11/07/2024	PRINTED	010000	CHARTER COMMUNICATIONS	240.00			
176160	11/07/2024	PRINTED	010000	DYLAN MCMURTY	194.34			
176161	11/07/2024	PRINTED	010000	JOHNATHAN FALCON	2,000.00			
176162	11/07/2024	PRINTED	010000	LATANYA WHITE	250.00			
176163	11/07/2024	PRINTED	010000	SOUTHERN CALIFORNIA EDISO	740.00			
176164	11/07/2024	PRINTED	010000	TAYLOR WEST	200.00			
176165	11/07/2024	PRINTED	000750	RKA CONSULTING GROUP	5,021.56			
176166	11/07/2024	PRINTED	000402	ROADLINE PRODUCTS INC USA	2,618.11			
176167	11/07/2024	PRINTED	002740	ROSEBURROUGH TOOL COMPANY	1,526.67			
176168	11/07/2024	PRINTED	000427	SAM'S CLUB DIRECT	5,621.60			
176169	11/07/2024	PRINTED	007957	SAMUEL DACUS	50.00			
176170	11/07/2024	PRINTED	008451	SHEILA RICHARDSON	50.00			
176171	11/07/2024	PRINTED	000191	SMARDAN SUPPLY	485.41			
176172	11/07/2024	PRINTED	000211	SMART AND FINAL IRIS	1,493.96			
176173	11/07/2024	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	142,021.37			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
176174	11/07/2024	PRINTED	007386	KAISER FOUNDATION HEALTH	315.00			
176175	11/07/2024	PRINTED	000189	SOUTH COAST AIR QUALITY M	541.04			
176176	11/07/2024	PRINTED	006384	CHARTER COMMUNICATIONS	13,188.64			
176177	11/07/2024	PRINTED	000082	STATE OF CA EMPLOYMENT DE	16,358.00			
176178	11/07/2024	PRINTED	000461	STATE WATER RESOURCES CON	548.00			
176179	11/07/2024	PRINTED	006654	SWANK MOTION PICTURES INC	1,055.00			
176180	11/07/2024	PRINTED	005013	SWAYZER CORPORATION	19,910.00			
176181	11/07/2024	PRINTED	007090	T-MOBILE USA INC.	3,525.76			
176182	11/07/2024	PRINTED	008106	TOTUM CORP	421.25			
176183	11/07/2024	PRINTED	006970	TRANE U.S. INC.	1,555.24			
176184	11/07/2024	PRINTED	007705	TRANSTECH ENGINEERS, INC.	507,237.05			
176185	11/07/2024	PRINTED	004017	TYLER TECHNOLOGIES	8,149.86			
176186	11/07/2024	PRINTED	006769	U S BANK CORPORATE PAYMEN	238.56			
176187	11/07/2024	PRINTED	006769	CITY MANAGER	126.47			
176188	11/07/2024	PRINTED	008439	UAG CERRITOS I, LLC	61,414.69			
176189	11/07/2024	PRINTED	006404	UNIFIRST CORPORATION	1,087.38			
176190	11/07/2024	PRINTED	001741	DANIEL VALDEZ	50.00			
176191	11/07/2024	PRINTED	001120	RAYMOND VELASCO	90.99			
176192	11/07/2024	PRINTED	001249	VERIZON WIRELESS	350.58			
176193	11/07/2024	PRINTED	008424	SMITH FAMILY CHILD CARE L	25,000.00			
176194	11/07/2024	PRINTED	005511	VULCAN MATERIALS CO.	26.52			
176195	11/07/2024	PRINTED	000562	THE WALKING MAN INC	5,175.00			
176196	11/07/2024	PRINTED	006220	WASTE RESOURCES, INC	529,884.97			
176197	11/07/2024	PRINTED	000212	WEST COAST ARBORISTS	113,527.20			
176198	11/07/2024	PRINTED	002212	HD SUPPLY CONSTRUCTION	355.12			
176199	11/07/2024	PRINTED	007219	WILLIAM DAVIS	50.00			
176200	11/14/2024	PRINTED	004020	ABTECH TECHNOLOGIES INC	847.70			
176201	11/14/2024	PRINTED	007862	ADL PLANNING ASSOCIATES,	107,476.28			
176202	11/14/2024	PRINTED	006659	AGRI-TURF DISTRIBUTING	937.13			
176203	11/14/2024	PRINTED	000797	ALESHIRE AND WYNDER LLP	6,840.00			
176204	11/14/2024	PRINTED	000346	ALL AMERICAN ASPHALT	1,572,581.17			
176205	11/14/2024	PRINTED	006506	ALL IN ONE PARTIES	465.00			
176206	11/14/2024	PRINTED	006557	ALL STAR GLASS INC	528.99			
176207	11/14/2024	PRINTED	007864	ALTA PLANNING + DESIGN, I	15,070.31			
176208	11/14/2024	PRINTED	005523	AMAZON CAPITAL SERVICES	188.40			
176209	11/14/2024	PRINTED	000974	AT & T ALARM CIRCUITS	841.61			
176210	11/14/2024	PRINTED	001001	AT&T PHONE	2,023.32			
176211	11/14/2024	PRINTED	004410	B D WHITE TOP SOIL CO INC	8,422.51			
176212	11/14/2024	PRINTED	008194	BARRIOS & ASSOCIATES, LLC	9,810.00			
176213	11/14/2024	PRINTED	000697	BIG ANDYS TROPHIES AND PL	2,812.48			
176214	11/14/2024	PRINTED	001627	BSN SPORTS LLC	5,242.30			
176215	11/14/2024	PRINTED	008289	BYRON L. SMITH	50.00			
176216	11/14/2024	PRINTED	000405	CALPERS	10,242.92			
176217	11/14/2024	PRINTED	008411	CALTEC CORP	106,875.00			
176218	11/14/2024	PRINTED	000140	CARL WARREN AND CO	10,491.00			
176219	11/14/2024	PRINTED	001610	CHICAGO TITLE CO	8.00			
176220	11/14/2024	PRINTED	000062	CITY OF LOS ANGELES	1,863.49			
176221	11/14/2024	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	2,065.00			
176222	11/14/2024	PRINTED	004227	CONNIE DELA CRUZ-MANIO	50.00			
176223	11/14/2024	PRINTED	008416	CORKY'S PEST CONTROL INC.	3,855.00			
176224	11/14/2024	PRINTED	001629	CORTEZ GRAPHICS	606.38			
176225	11/14/2024	PRINTED	001629	CORTEZ GRAPHICS	237.04			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
176226	11/14/2024	PRINTED	001180	COUNTY OF LOS ANGELES	6,900.71			
176227	11/14/2024	PRINTED	003586	CS AND ASSOCIATES INC	4,390.00			
176228	11/14/2024	PRINTED	000127	DAILY BREEZE NEWSPAPER	2,495.33			
176229	11/14/2024	PRINTED	000268	DAILY JOURNAL CORP	198.40			
176230	11/14/2024	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
176231	11/14/2024	PRINTED	007176	DAVEY COACH SALES INC.	12,836.75			
176232	11/14/2024	PRINTED	007633	DCMC, LLC	1,289.00			
176233	11/14/2024	PRINTED	006876	DONS AUDIO VISUAL	3,539.50			
176234	11/14/2024	PRINTED	007707	DOROTHY J. ROSS	50.00			
176235	11/14/2024	PRINTED	007512	EDDINGS ENTERPRISES, INC.	5,864.83			
176236	11/14/2024	PRINTED	008433	EDLIN GALLAGHER HUIE & BL	5,000.00			
176237	11/14/2024	PRINTED	000039	EWING IRRIGATION PRODUCTS	2,362.78			
176238	11/14/2024	PRINTED	008107	FCG CONSULTANTS INC	71,454.02			
176239	11/14/2024	PRINTED	004223	YOLANDA FIELDER	50.00			
176240	11/14/2024	PRINTED	002192	LEANDREA FIELDS-ROBINSON	50.00			
176241	11/14/2024	PRINTED	001849	CAROLYN FOSTER	50.00			
176242	11/14/2024	PRINTED	001268	GBROS INC	64.50			
176243	11/14/2024	PRINTED	008296	GEYRHALTER DESIGN, INC	15,050.00			
176244	11/14/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	9,483.28			
176245	11/14/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	249.23			
176246	11/14/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	154.52			
176247	11/14/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	220.55			
176248	11/14/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	300.58			
176249	11/14/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	432.65			
176250	11/14/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	43.26			
176251	11/14/2024	PRINTED	000941	GOLDEN STATE WATER COMPAN	3,400.90			
176252	11/14/2024	PRINTED	008132	HASA INC	1,252.45			
176253	11/14/2024	PRINTED	007378	HERC RENTALS INC.	2,854.68			
176254	11/14/2024	PRINTED	000234	THE HOME DEPOT INC	6,480.57			
176255	11/14/2024	PRINTED	003108	SUSAN HOUZE	50.00			
176256	11/14/2024	PRINTED	008135	SUSTAINABLE ENVIRONMENTAL	9,200.00			
176257	11/14/2024	PRINTED	000514	HUNTINGTON HARDWARE CO IN	7,271.92			
176258	11/14/2024	PRINTED	007655	IDS GROUP, INC	3,017.25			
176259	11/14/2024	PRINTED	001798	CHINYERE IFEACHO	50.00			
176260	11/14/2024	PRINTED	007778	IRENE T. VIERNES	50.00			
176261	11/14/2024	PRINTED	000152	JERRYS CLEANERS	200.00			
176262	11/14/2024	PRINTED	006528	JOHN CRUIKSHANK CONSULTAN	17,877.15			
176263	11/14/2024	PRINTED	008148	KEICHUN LERAINE GRAVES	50.00			
176264	11/14/2024	PRINTED	004428	LAWSON PRODUCTS INC	3,325.56			
176265	11/14/2024	PRINTED	008171	LEARNING TREE INTERNATION	19,260.00			
176266	11/14/2024	PRINTED	000070	LOS ANGELES COUNTY DEPT O	20,461.10			
176267	11/14/2024	PRINTED	000070	LOS ANGELES COUNTY DEPT O	89,260.22			
176268	11/14/2024	PRINTED	000072	BUSINESS FILINGS AND REGI	75.00			
176269	11/14/2024	PRINTED	000074	LOS ANGELES COUNTY SHERIF	89,392.83			
176270	11/14/2024	PRINTED	006884	LYFT, INC.	8,422.29			
176271	11/14/2024	PRINTED	007248	MARIA'S GARDEN CENTER & L	2,450.02			
176272	11/14/2024	PRINTED	008434	MILAGRO MEDIA STRATEGIES	12,600.00			
176273	11/14/2024	PRINTED	008036	MONIQUE MACKSON	50.00			
176274	11/14/2024	PRINTED	000599	MR HOSE INC	301.71			
176275	11/14/2024	PRINTED	007851	NAVIN SAMI	1,350.00			
176276	11/14/2024	PRINTED	000563	JANNY NOA	95.68			
176277	11/14/2024	PRINTED	010999	IAN HOLST	30.77			

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176278	11/14/2024	PRINTED	010999	KENT TRAN	139.86			
176279	11/14/2024	PRINTED	010999	KENT TRAN	717.62			
176280	11/14/2024	PRINTED	008442	ORDWAY CORPORATION	625.00			
176281	11/14/2024	PRINTED	003099	PAMELA PITCHER	50.00			
176282	11/14/2024	PRINTED	008261	PLAY ANYWHERE SPORTS, INC	1,759.13			
176283	11/14/2024	PRINTED	001149	DENICE PRICE	50.00			
176284	11/14/2024	PRINTED	000584	PSOMAS	11,440.00			
176285	11/14/2024	PRINTED	005066	R J NOBLE COMPANY	4,773,808.47			
176286	11/14/2024	PRINTED	001255	JESSICA RAMOS	50.00			
176287	11/14/2024	PRINTED	004145	CASSANDRA REED	50.00			
176288	11/14/2024	PRINTED	008080	REVIZE LLC	34,375.00			
176289	11/14/2024	PRINTED	010000	FREEDOM FOREVER LLC	373.05			
176290	11/14/2024	PRINTED	010000	MARY LOUISE BATISTE	500.00			
176291	11/14/2024	PRINTED	007240	RJM DESIGN GROUP, INC.	11,326.02			
176292	11/14/2024	PRINTED	008216	ROBERT HALF INC.	3,420.00			
176293	11/14/2024	PRINTED	001230	ROBERTSONS READY MIX CONC	1,256.75			
176294	11/14/2024	PRINTED	003585	RSG INC	2,225.00			
176295	11/14/2024	PRINTED	001715	HARRIETT RUSS	50.00			
176296	11/14/2024	PRINTED	000427	SAM'S CLUB DIRECT	1,957.28			
176297	11/14/2024	PRINTED	000158	LIWAYWAY N SANTOS	171.52			
176298	11/14/2024	PRINTED	006964	SCCI, INC.	550.00			
176299	11/14/2024	PRINTED	001667	SEA COAST DESIGN GROUP IN	652.26			
176300	11/14/2024	PRINTED	008457	SHERYL NICKLES-WEEMES FAM	25,000.00			
176301	11/14/2024	PRINTED	007052	SL CARSON BUILDERS, LLC	35,429.00			
176302	11/14/2024	PRINTED	000191	SMARDAN SUPPLY	1,741.98			
176303	11/14/2024	PRINTED	007812	SONYA EATMAN	50.00			
176304	11/14/2024	PRINTED	003100	LINDA STEWART	50.00			
176305	11/14/2024	PRINTED	007090	T-MOBILE USA INC.	2,204.89			
176306	11/14/2024	PRINTED	007780	TERESITA J. JUNIO	50.00			
176307	11/14/2024	PRINTED	001005	TORO AIRE INC	1,945.91			
176308	11/14/2024	PRINTED	006970	TRANE U.S. INC.	349,367.35			
176309	11/14/2024	PRINTED	001758	SHEILA TRESVANT	50.00			
176310	11/14/2024	PRINTED	000035	TURF STAR INC	180.09			
176311	11/14/2024	PRINTED	004017	TYLER TECHNOLOGIES	31,900.00			
176312	11/14/2024	PRINTED	007191	VERNE'S PLUMBING, INC.	1,235.00			
176313	11/14/2024	PRINTED	000591	WAYNE HARMEIER INC	1,370.26			
176314	11/14/2024	PRINTED	000212	WEST COAST ARBORISTS	7,971.30			
176315	11/14/2024	PRINTED	002212	HD SUPPLY CONSTRUCTION	88.73			
176316	11/14/2024	PRINTED	000144	YAMADA CO INC	284.69			
176317	11/21/2024	PRINTED	002904	ADMINSURE INC	9,363.00			
176318	11/21/2024	PRINTED	000797	ALESHIRE AND WYNDER LLP	630,656.45			
176319	11/21/2024	PRINTED	000042	ALIN PARTY SUPPLY CO	367.52			
176320	11/21/2024	PRINTED	006506	ALL IN ONE PARTIES	685.00			
176321	11/21/2024	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	593.00			
176322	11/21/2024	PRINTED	007004	ALLTECH INDUSTRIES INC	83,647.08			
176323	11/21/2024	PRINTED	005523	AMAZON CAPITAL SERVICES	950.75			
176324	11/21/2024	PRINTED	008151	AMER JAKHER	32,175.00			
176325	11/21/2024	PRINTED	006675	AMERICAN TRANSPORTATION S	1,311.90			
176326	11/21/2024	PRINTED	003927	ARAMSCO INC	57.91			
176327	11/21/2024	PRINTED	002177	ARIZONA MACHINERY LLC	123.23			
176328	11/21/2024	PRINTED	001001	AT&T PHONE	9,557.84			
176329	11/21/2024	PRINTED	001825	AVALON COLLISION	2,780.22			

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176330	11/21/2024	PRINTED	004410	B D WHITE TOP SOIL CO INC	574.41			
176331	11/21/2024	PRINTED	007051	BASIC BENEFITS LLC	1,005.89			
176332	11/21/2024	PRINTED	001438	BLUE DIAMOND MATERIALS	2,562.89			
176333	11/21/2024	PRINTED	007365	BLUETRITON BRANDS, INC.	4,417.30			
176334	11/21/2024	PRINTED	006293	RUDOLFO BRILLANTES	50.00			
176335	11/21/2024	PRINTED	001713	KELVIN BROWN SR	50.00			
176336	11/21/2024	PRINTED	001031	JESUS-ALEX CAINGLET	50.00			
176337	11/21/2024	PRINTED	007225	CAJA ENVIRONMENTAL SERVIC	6,220.00			
176338	11/21/2024	PRINTED	000280	CALIFORNIA FENCE AND SUPP	50,424.10			
176339	11/21/2024	PRINTED	007161	CARLOS ALBERTO GUERRA	100.00			
176340	11/21/2024	PRINTED	001489	CHOURA VENUE SERVICES	368.35			
176341	11/21/2024	PRINTED	004168	CIGNA BEHAVIORAL HEALTH I	681.45			
176342	11/21/2024	PRINTED	004947	CINDY'S JUMPERS	945.00			
176343	11/21/2024	PRINTED	008033	CLARENCE JOHNSON	100.00			
176344	11/21/2024	PRINTED	008082	CLIMATEC LLC	1,390.00			
176345	11/21/2024	PRINTED	008325	COLOR CARD ADMINISTRATOR,	147.88			
176346	11/21/2024	PRINTED	008423	LA-RICS	4,920.00			
176347	11/21/2024	PRINTED	001180	COUNTY OF LOS ANGELES	1,974.62			
176348	11/21/2024	PRINTED	008388	CRAFTWATER ENGINEERING, I	59,691.22			
176349	11/21/2024	PRINTED	000760	CSUDH PHILANTHROPIC FOUND	23,735.00			
176350	11/21/2024	PRINTED	006467	CESAR DAHILIG	50.00			
176351	11/21/2024	PRINTED	000127	DAILY BREEZE NEWSPAPER	1,877.05			
176352	11/21/2024	PRINTED	000268	DAILY JOURNAL CORP	88.80			
176353	11/21/2024	PRINTED	007176	DAVEY COACH SALES INC.	1,450.17			
176354	11/21/2024	PRINTED	000658	DELL	286,566.51			
176355	11/21/2024	PRINTED	007163	DIANNE THOMAS	100.00			
176356	11/21/2024	PRINTED	006465	LOUIE DIAZ	100.00			
176357	11/21/2024	PRINTED	000534	DIRECTV	267.99			
176358	11/21/2024	PRINTED	001155	DISH	143.46			
176359	11/21/2024	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
176360	11/21/2024	PRINTED	006876	DONS AUDIO VISUAL	1,011.50			
176361	11/21/2024	PRINTED	000399	DUNN EDWARDS PAINT CO	1,215.66			
176362	11/21/2024	PRINTED	000039	EWING IRRIGATION PRODUCTS	3,606.83			
176363	11/21/2024	PRINTED	008441	FABIAN L. BITANGA, JR.	24,250.00			
176364	11/21/2024	PRINTED	008107	FCG CONSULTANTS INC	11,621.22			
176365	11/21/2024	PRINTED	004437	GALLS LLC	92.36			
176366	11/21/2024	PRINTED	006085	GARCIA, MARIA DE JESUS	84.47			
176367	11/21/2024	PRINTED	001268	GBROS INC	2,028.98			
176368	11/21/2024	PRINTED	007377	GO EUN HAN	9,922.50			
176369	11/21/2024	PRINTED	001293	WALTER GONZALEZ	50.00			
176370	11/21/2024	PRINTED	008352	GRAFFITI PROTECTIVE COATI	5,594.66			
176371	11/21/2024	PRINTED	000793	GRAINGER	3,766.42			
176372	11/21/2024	PRINTED	005525	GREENBERG TRAURIG LLP	25,348.50			
176373	11/21/2024	PRINTED	000234	THE HOME DEPOT INC	2,407.11			
176374	11/21/2024	PRINTED	000615	DELL HUFF	100.00			
176375	11/21/2024	PRINTED	008338	HUMAN-I-T	1,110.00			
176376	11/21/2024	PRINTED	001308	JAG TAG ENTERPRISES INC	11,200.00			
176377	11/21/2024	PRINTED	007162	JAIME G. MONTECLARO	100.00			
176378	11/21/2024	PRINTED	006292	JAMES NGUYEN	47.97			
176379	11/21/2024	PRINTED	000152	JERRYS CLEANERS	4,978.00			
176380	11/21/2024	PRINTED	004935	JACQUELINE JOHNSON	50.00			
176381	11/21/2024	PRINTED	007688	JOKER PARTY SUPPLY, INC.	393.77			

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176382	11/21/2024	PRINTED	007672	KELLY PAPER COMPANY	57.16			
176383	11/21/2024	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
176384	11/21/2024	PRINTED	008363	LANDSCAPE COMMUNICATIONS,	975.00			
176385	11/21/2024	PRINTED	000923	DE ANTHONY LANGSTON	50.00			
176386	11/21/2024	PRINTED	000663	LANGUAGE NETWORK	1,645.85			
176387	11/21/2024	PRINTED	004428	LAWSON PRODUCTS INC	78.94			
176388	11/21/2024	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			
176389	11/21/2024	PRINTED	004284	LIFE INSURANCE COMPANY OF	31,547.70			
176390	11/21/2024	PRINTED	006668	LOS ANGELES CONSERVATION	36,670.70			
176391	11/21/2024	PRINTED	000178	LOS ANGELES COUNTY	6.00			
176392	11/21/2024	PRINTED	000074	LOS ANGELES COUNTY SHERIF	2,103,084.31			
176393	11/21/2024	PRINTED	008456	MARIA E. CHAVEZ PATINO	25,000.00			
176394	11/21/2024	PRINTED	007248	MARIA'S GARDEN CENTER & L	310.46			
176395	11/21/2024	PRINTED	007966	MARINA GRAPHIC CENTER, IN	4,471.74			
176396	11/21/2024	PRINTED	008191	MATTHEWS FAMILY COUNSELIN	2,200.00			
176397	11/21/2024	PRINTED	000669	MDG ASSOCIATES	15,656.50			
176398	11/21/2024	PRINTED	007428	MFUME, DEQUITA	100.00			
176399	11/21/2024	PRINTED	007664	WILLIAMS SCOTSMAN, INC.	732.57			
176400	11/21/2024	PRINTED	007851	NAVIN SAMI	8,525.00			
176401	11/21/2024	PRINTED	000112	NIXON EGLI EQUIPMENT CO	276,882.73			
176402	11/21/2024	PRINTED	008444	NLS LIGHTING LLC	9,253.30			
176403	11/21/2024	PRINTED	000563	JANNY NOA	94.60			
176404	11/21/2024	PRINTED	000250	NORMS REFRIGERATION	6,651.06			
176405	11/21/2024	PRINTED	000426	OFFICE DEPOT	380.07			
176406	11/21/2024	PRINTED	010999	DAVID ROBERTS	1,726.93			
176407	11/21/2024	PRINTED	010999	IAN HOLST	18.05			
176408	11/21/2024	PRINTED	010999	JOSHUA BOUDREAUX	448.90			
176409	11/21/2024	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,508.09			
176410	11/21/2024	PRINTED	000528	PARTY PRONTO	1,772.00			
176411	11/21/2024	PRINTED	000649	PEPE'S INC	425.00			
176412	11/21/2024	PRINTED	000460	PETES ROAD SERVICE INC	239.25			
176413	11/21/2024	PRINTED	000973	POLY CORR INDUSTRIES	6,118.88			
176414	11/21/2024	PRINTED	001285	POWER WHOLESALE ELECTRIC	919.66			
176415	11/21/2024	PRINTED	000588	REFRIGERATION SUPPLIES DI	423.18			
176416	11/21/2024	PRINTED	010000	ALEX MARTINEZ	22.08			
176417	11/21/2024	PRINTED	010000	MAGNOLIA SCIENCE ACADEMY	500.00			
176418	11/21/2024	PRINTED	010000	SBE PRODUCTIONS US, LLC	430.00			
176419	11/21/2024	PRINTED	000402	ROADLINE PRODUCTS INC USA	2,392.73			
176420	11/21/2024	PRINTED	001230	ROBERTSONS READY MIX CONC	2,279.32			
176421	11/21/2024	PRINTED	000120	S AND S WORLDWIDE INC	228.57			
176422	11/21/2024	PRINTED	000427	SAM'S CLUB DIRECT	779.58			
176423	11/21/2024	PRINTED	000158	LIWAYWAY N SANTOS	171.52			
176424	11/21/2024	PRINTED	001605	SC FUELS	13,391.66			
176425	11/21/2024	PRINTED	001667	SEA COAST DESIGN GROUP IN	652.26			
176426	11/21/2024	PRINTED	000124	SEPULVEDA BUILDING MATERI	741.42			
176427	11/21/2024	PRINTED	000191	SMARDAN SUPPLY	89.69			
176428	11/21/2024	PRINTED	000211	SMART AND FINAL IRIS	664.57			
176429	11/21/2024	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	25,796.51			
176430	11/21/2024	PRINTED	007784	DEPT. 143	2,411.65			
176431	11/21/2024	PRINTED	004977	CHARTER COMMUNICATION	1,479.00			
176432	11/21/2024	PRINTED	007012	T& G GLOBAL LLC	101,280.00			
176433	11/21/2024	PRINTED	000718	STAPLES ADVANTAGE	495.75			

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176434	11/21/2024	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	209.00			
176435	11/21/2024	PRINTED	005079	TELECOM LAW FIRM, PC	307.50			
176436	11/21/2024	PRINTED	006919	TRINICHIA JORDAN	179.76			
176437	11/21/2024	PRINTED	000035	TURF STAR INC	5,025.95			
176438	11/21/2024	PRINTED	006769	U S BANK CORPORATE PAYMEN	1,167.50			
176439	11/21/2024	PRINTED	007726	UC ADVANTAGE, INC.	643.75			
176440	11/21/2024	PRINTED	007191	VERNE'S PLUMBING, INC.	1,594.00			
176441	11/21/2024	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	7,200.00			
176442	11/21/2024	PRINTED	000302	WAXIE SANITARY SUPPLY	1,588.85			
176443	11/21/2024	PRINTED	000212	WEST COAST ARBORISTS	6,257.15			
176444	11/21/2024	PRINTED	000361	WEST COAST SAND AND GRAVE	401.31			
176445	11/21/2024	PRINTED	002212	HD SUPPLY CONSTRUCTION	230.70			
176446	11/21/2024	PRINTED	001507	XTREME FITNESS	1,254.75			
176447	11/21/2024	PRINTED	007777	National Corrosion	11,162.00			
	378 CHECKS			CASH ACCOUNT TOTAL	14,693,122.47	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
378 CHECKS	FINAL TOTAL	14,693,122.47	.00

** END OF REPORT - Generated by Breana Brown **

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager CMO Administration

Subject: CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

I. SUMMARY

This report provides an informational update to the City Council on the recent activities of City Commissions.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The November 2024 Meeting of the EDC was canceled.

Environmental Commission

The Environmental Commission (EC) meeting scheduled for November 6, 2024, was canceled due to a conflict with the City Council's revised meeting date. The next EC meeting is set for Wednesday, December 4th, at 6:30 p.m. at City Hall.

Public Works Commission

The Public Works Commission met on November 18, 2024. Director Rodgers provided an update to the commissioners on CIP projects. Staff presented an update on the status of the City of Carson Active Transportation and Community Connectivity Plan. Staff then presented an appeal of a denial of a speed hump petition. The Commission also heard from residents regarding a separate speed hump petition. Director Rodgers provided an update on maintenance issues within the City in response to a question from commissioners last month.

Human Relations Commission

On November 20, 2024, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners went over their application renewal and attendance record. Staff was instructed to work with City Clerk Office to convey the Commission's recommendations made to have a change of Youth Commissioners. All Commissioners will follow up in-person with the schools to remind the participation for the Rising Star Essay Contest. The Food Pantry Ad Hoc Committee reported on their monthly effort of donation dropping off in October, and presented a letter of thanks from CSUDH's Administration to the Commission. They will reconvene in December for their regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission (PRCAC) convened on Thursday, November 7, 2024. During the meeting, the Commissioners and staff from the Community Services/Recreation/Park Maintenance Department discussed the proposed locations for the 2025 PRCAC meetings. City staff presented a draft schedule based on site availability and community needs. After discussion, all parties agreed that holding some PRCAC meetings at local parks would be beneficial to the community. These park-based meetings aim to increase accessibility for residents who may not typically attend meetings held at City facilities. Residents are expected to find these meetings more convenient and relevant, as they will be conducted in spaces directly tied to their concerns. Park supervisors and other department staff will also be present to address resident questions and provide insight into the department's operations and services. The finalized meeting schedule has been approved, and surrounding residents will be notified and invited in advance of each park-based meeting. The Commission will go dark in December. The next PRCAC meeting is scheduled for Wednesday, January 29, 2024, at 6:30 p.m. in the Carson Event Center, Carson Dominguez Room. The meeting will include recognitions for youth football and soccer championship achievements.

Planning Commission

See Exhibit 1.

Public Relations Commission

The Public Relations Commision last met on Tuesday, October 22, 2024 and discussed the Why I Like Carson Contest and submission dates, along with changing our meeting time to 11 am. The commission is dark for the month of December and will meet again on January 21, 2025.

Public Safety Commission

The Public Safety Commission met on Thursday, November 21 and successfully had a quorum. In this meeting commissioner Flinton shared his street takeover documents with the commissioners. The commission got a chance to look them over and comment on them. They shared their thoughts and ideas. After that Commissioner Cogut discussed some concerns that he had about the Dominguez Channel gates and the 213th Street Dominguez Channel Bridge lights. We ended by having an open discussion on topics that are related to Public Safety and the commission.

Senior Citizens Advisory Commission

The Senior Citizen Advisory Commission met on Monday, 11/18/2024, in the Carson Event Center Activity Room. The meeting began with confirmation of a full quorum, followed by the Pledge of Allegiance, and approval of the 11/18/24 agenda and minutes from 10/14/24. Votes were recorded and noted. In her presentation, Ms. Beltran (Community Development Manager from Welbe Health) discussed the Welbe Health *Program of All-Inclusive Care for the Elderly* (PACE), which enables seniors 55 years and older to live healthy lives in their own homes with full-service, all-inclusive care. Staff members provided updates on a range of current and upcoming Carson programs and events including the Holiday Tree Lighting Ceremony on Thursday, December 5, 2024, and the Senior Christmas Lucheon on Friday, December 6, 2024. Both events will be held at the Carson Event Center. A brief discussion followed regarding the mayor's request to have the chair or vice chair of each Carson commission attend a Council meeting to provide a summary of recent activities of their commissions. The commission will determine a Council meeting date and discuss it at its December meeting. Lastly, updates were discussed to include reports from the following Senior Citizen Advisory Subcommittees: (1) Community Outreach, (2) Continuing Education & Enrichment, (3) Recognition & Communication, (4) Stroke Center, and (5) Volunteers. Following oral communications by the commission and staff, a unanimous vote was cast to adjourn the meeting at 5:15 pm. The next Senior Advisory Commission meeting is scheduled for Monday, December 9, 2024, 4:00 pm at the Carson Event Center.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, November 18, 2024. During the meeting, the Commissioners discussed the possibility of having a Veterans Service Officer in the city. This officer could utilize space at one of the city's facilities to provide services to local Veterans, helping to bridge the gap between the Veteran community and the available services. Additionally, the Commissioners recapped the recent Veterans Day celebration and shared their feedback on the event. The Commission continues to provide input regarding flag representation and other maintenance concerns in their respective parks.

Women's Issues Commission

The Women's Issues Commission continues to explore ways to support the City of Carson and are in the final stages of their new community survey, aimed at understanding the needs and concerns of women in the city. In addition to the survey, the commission is in the early stages of developing a clothing drive for women in Carson who are in need. The Commission continues to work towards having events solidified by Women's History Month. Additionally, they will continue to engage with the community and further their mission of addressing women's issues within the city.

Youth Commission

The Youth Commission had their meeting on Wednesday, November 13, 2024, beginning at 7:15 PM. They discussed if there were any youth conference and golf tournament updates. Then, they discussed the commission update for the City Council Meeting on Tuesday, November 19th. Vice-Chair Villasana went to the Council Meeting to give a brief update on the youth commission and upcoming events. They completed the meeting with any updates and events happening at their parks.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

Planning Commission Update

Attachments

Planning Commission Update

Planning Commission Report
November 2024

Planning Commission November 12, 2024

1. General Plan Amendment
   Applicant – City of Carson
   Location – Citywide
   Request – Consideration of a Recommendation to City Council concerning a General Plan Amendment that would add text to the General Plan Land Use Element to require approval of a Specific Plan prior to redevelopment of sites that currently operate as oil or petroleum refineries within City of Carson.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager CMO Administration

Subject: CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

I. SUMMARY

This report transmits a monthly ongoing informational update to the City Council, at Mayor Davis-Holmes' request, regarding various City projects that are underway or will begin soon. Detailed updates on projects are provided in the following City function areas: Community Development Department (Exhibit 1), Information Technology Department (Exhibit 2), and the Public Safety Department within the City Manager's Office (Exhibit 3). No update from Public Works was provided.

Ongoing updates will be provided to the City Council as these and other projects continue to develop.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

IV. BACKGROUND

The projects included in this report are meant to provide an update on current projects underway and those that will begin soon.

V. FISCAL IMPACT

The purpose of this item is to provide information only and there is no direct fiscal impact associated with this staff report. Most of the projects included within this report have fiscal impacts and these expenditures have either already been approved by the City Council or will be presented to the City Council for approval once ready and as needed. Any item that staff identifies as needing additional or new funding beyond the budgets that were previously approved by the City Council will be addressed separately from this report.

VI. EXHIBITS

1. Community Development Projects
2. Information Technology and Security Projects
3. Emergency Management and Public Safety Projects

Attachments

Community Development Projects
Information Technology and Security Projects
Emergency Management and Public Safety Projects

COMMUNITY DEVELOPMENT

PROJECT STATUS REPORT

12-3-24 City Council

Name	Description	Status
Carson Lane	20207 S. Avalon Blvd; Existing: Imperial Avalon Mobile Home Park. Proposed: Imperial Avalon Specific Plan by Faring on 27.31 acres, 1,213 dwelling units (653 non-age-restricted multi-family units plus 180 age-restricted senior independent living units plus 380 townhouse units and two sit-down restaurants.	In plan check
Kott property at Avalon and 213th St.	21140 S. Avalon Blvd: Existing: automobile dealerships and vehicle storage.	Green Law has filed an application for a 100,000 square-foot Tesla Sales, Service, Delivery, and Collision Center. In review. Waiting for applicant's response. Tesla application has been withdrawn. Planning Commission approved a 315 unit residential project including 283 townhomes and 32 very low income affordable rental units.
The District Specific Plan Amendment Carson Goose Owner LLC	The developer, Carson Goose Owner LLC, which was selected by the CRA Board through an RFP process, is proposing 1,567,090 sf of light industrial and 33,800 SQFT of restaurant/retail space on Planning Area 3 (cells 3, 4 and 5.) The site also includes a 22,740-sf dog park, a 3,343-sf performance pavilion, 25,400 sf children's plan area, 19,400 sf botanic garden, a 19,490 sf bioretention garden, a 1,800 sf beer garden, a 2,975-sf sculpture garden, a 4,425 sf water feature and iconic element, a 35,210 sf flex event lawn area, 50,774 sf of planted open spaces, and 52,159 sf of planted buffer areas for a total of 273,906 sf (6.29 acres) of programmed spaces, and open space / amenity areas. There is also a 0.62-acre linear park to the west of the light industrial uses. The total site area is 96 gross acres (85.55 net acres.) The developer has filed for the following applications: Development Agreement, General Plan Amendment, Specific Plan Amendment, Site Plan and Design Review, Noise Variance and Tentative Parcel Map.	In plan check.
Kim Family Trust	21240-21250 Main St. Existing: Empty lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings, at grade parking with associated common and private open space.	In plan check
Santiago De Leon	20926 Jamison St., Existing: Single Family Residence. Proposed: 2 single family residences with associated at grade parking, common and private open space.	Approved
Ken S. Chea Trust	21530 Martin St., Existing: Single Family Residence. Proposed: 4-unit residential subdivision.	Approved

Name	Description	Status
Golden State Alliance, LLC	138 W. 223rd St. Existing: Single Family Residence. Proposed: 10 attached condominiums consisting of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway.	Under Review
Comfort Properties, LLC	140 W 223rd. Proposed: Single Family Residence. Proposed: 2 detached single family residences, each on their own subdivided lot with associated at grade parking common and private open space.	Approved
Starbucks / Multi-tenant shopping center	860 E. Carson St #108-109 - Martial Arts studio and mod to shared parking CUP	Under Review
In-n-Out	20700 Avalon Blvd. Existing: portion of South Bay Mall parking lot. Proposed: In-n-Out restaurant with indoor and outdoor seating and associated parking (including drive-thru).	Under construction
Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash.	Under Review
21611 Perry Street LLC	21611 S. Perry St. Existing: Empty lot. Proposed: Self storage facility comprised of approximately 120,000 square feet in a mix of one and two-story buildings and a 5,000 square foot retail component.	In Plan Check
Carson Main Street LLC	20601 S. Main St. Existing: Vacant lot (Formerly KL Fenix). Proposed: three industrial buildings comprised of approximately 256,000 square feet including 137,000 square feet of warehouse, 92,000 square feet of manufacturing, 23,000 square feet of office, and 4,000 square-foot retail pad with 419 parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls.	Approved
First Industrial Realty Trust	18001 S. Main St. Existing: Gasket Manufacturing Company, Inc. Proposed: one industrial building comprised of approximately 60,000 square feet including 52,000 square feet of warehouse, 7,500 square feet of office space with 40 parking stalls and 8 dock doors.	In Plan Check
Centerpoint Properties Trust	16627 S. Avalon Blvd. Existing; Durham School Services. Proposed: one industrial building comprised of approximately 122,000 square feet including 114,000 square feet of warehouse, 5,000 square feet of office, 2,500 square feet of mezzanine with 107 parking stalls and 24 dock doors.	Construction complete
Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: one industrial building comprised of	Under Review

Name	Description	Status
	approximately 74,060 square feet of warehouse with 72 onsite parking stalls.	
USPS/ Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties.	Under Review – Project was continued by the Planning Commission on 8/22/23. Staff met with residents who were present at the Planning Commission meeting on 9-28-23. Applicant will hold a community meeting prior to the project going back before the Planning Commission for decision. Staff met with members of the community to share the changes for the project. A larger community meeting will be held at a later time. Staff is in communication with Prologis to make the site more compatible with the surrounding neighborhood. Staff held a community meeting to hear community concerns. The applicant will be making changes to plans suggested by the community and staff. The community's response was positive to the changes. The project will be rescheduled for a Planning Commission hearing. Staff will be meeting with a new tenant for the property. The new tenant would like to present their proposed use to the community. The property owner has introduced another new tenant with a new site plan. A community meeting will be set up to present the operations of the new tenant to the nearby residents.
Rexford Industrial, LLC	1055 E. Sandhill Ave. Existing: Formerly: General Mills processing facility. Proposed: one industrial building comprised of approximately 126,000 square feet including 122,757 square feet of warehouse, 3,256 square feet of mezzanine with 130 parking stalls, 20 dock doors, and 2 grade level doors.	Under Construction
LiT 9th St. 224rd Carson LP	2104 E. 223rd St. Existing: Formerly: Poly One Corporation facility. Proposed: one industrial building comprised of approximately 130,000 square feet including 124,324 square feet of warehouse, 5,000 square feet of office, 5,000 square feet of mezzanine with 122 parking stalls and 15 dock doors.	In Plan Check
BSREP III Dominguez, LLC	2001 E. Dominguez St. Existing: Western Tube & Conduit Corporation. Proposed: one industrial building comprised of approximately 424,000 square feet including 408,990 square feet of warehouse, 15,000 square feet of office with 283 parking stalls, 136 trailer parking stalls and 68 dock doors.	In Plan Check
City of Carson	Prohibition of storage of hazardous materials	Under Review, New buildings in industrial zone over 5,000 square feet requiring a CUP is scheduled for April 5th City Council meeting,

Name	Description	Status
		continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff has notified over 2,000 business that maybe effected by the ordinance that requires submittal of an application for Director's Permit. Staff has received applications from businesses. Next step is to issue an RFP to hire an inspection consultant.
California Water Service Group	21718 S. Alameda St., California Water has completed construction of a new groundwater production well to provided potable water to the public. Water quality of a new well has been established and has provided design parameters for the future onsite improvements. A new building will be used to house the well appurtenances, electrical, controls and pumping equipment. The preliminary building will be approximately 1,000 square feet.	In plan check.
City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines.	HCD informed the City the adopted housing element meets the statutory requirements of State Housing Element Law. However, the housing element cannot be found in full compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). The 1st Phase of the Zoning Code has been sent to HCD to seek certification of the Housing Element. Approved by City Council April 4, 2023. The next steps are the implementation of the General Plan and the Housing Element.
Avocet Battery	23320 Alameda, A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Scheduled for City Council consideration on August 6th. Approved
VESI	18800 Broadway, a 100-megawatt Battery Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	Under Review
Chris Barker	605 W. 228th St, Proposed closure of existing Ocean Villa mobilehome park	Under Review (inactive)
QES Incorporated	18101 Avalon Blvd, 30-unit condominium development on a former Church site	Under Review
Vivian	222 E. 220th St, four detached single-family homes.	Under Review
Pepsi Co.	19700 S. Figueroa St, Installation of EV Chargers for the Pepsi Co. fleet vehicles onsite.	Under Construction
Moshar	123 E. 223rd Street, 9-unit condominium development	Under Construction
Stan Lucas	747 E 223rd St., CUP 1085-18 -Ambulance facility and medical equipment storage.	Under Review

Name	Description	Status
City of Carson	Continued the development of the Carson Enhanced Infrastructure Financing District (EIFD).	The EIFD Board approved its FY 24-25 budget including authorizing $300,000 for Victoria Golf Course predevelopment studies and plans.
City of Carson	Short Term Rentals	A subcommittee meeting was held and Subcommittee provided direction to staff. City Attorney's office will be drafting the ordinance.
City of Carson	Variety of housing related ordinances, such as Below Market Rent (establishment of fees to assist in increasing affordable housing unit inventory), SB 9 (allows up to 4 units per existing legal lot or allows lot split for existing legal lots to allow 2 units per lot for a total of 4 units), SB330 (a requirement to replace housing units that are demolished)	Approved
Maupin Development	Existing: 215 W. Carson Street, 64,500 SF (4 lots), comprised of 3 single-family homes, storage sheds and an unpaved empty lot. Proposed: 35 Townhomes – two floors over parking; 29 units/3 bedrooms; 6 units/2 bedrooms with common and private open space.	Under Review, Approved
Anastasi Development	Existing: 336 E Carson Street, 90,000 SF (lot), formerly a collection of automotive repair businesses within two multi-tenant buildings measuring a total of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space.	Under Review, Approved
City of Carson	Commercial Façade Program for retail centers	Six Funding Agreements were approved by the City Council's consideration on May 7th. Staff is working with property owners to obtain 100% participation for the East Carson Street project. Three Funding Agreements have been completely executed. Structural and architectural design for the Victoria Park Plaza has been initiated.
City of Carson	Business Grants	86 checks for a total of $1,670,000 have been issued to businesses with $721,625 remaining in the budget from the total $2,400,000 allocated to this program (includes $8,375 Wizehive Contract).
Trophy VPC, LLC	Mural installation at FAB Automotive	Approved by Planning Commission, Appealed by Councilmember Dear tentatively scheduled for October 18th. City Council approved Mural #2 and requested staff to process a comprehensive sign code amendment
Infinity CF, LLC 23820 Avalon Blvd.	Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other.	Under Review (The proposed carwash and Starbucks were approved by the Planning Commission on 8/22/23)
PAR 1675-22	Eight (individual) SFR each with a detached ADU.	Pre-Application Review is complete. Comment letter including all routing and planning comments was sent to the applicant on 8/8.

Name	Description	Status
Watson Land.	22418 and 22650 Bonita Demolition of two warehouse buildings measuring 147,500sf and 41,400sf, respectively, and construction of one spec warehouse building measuring 161,000 sf in conjunction with a lot merger.	Approved
Tesla Charger	Admin DOR 1907-22. 2 Civic Center Drive, DoubleTree Hotel, Installation of eight EV charging posts and two equipment cabinets.	Constructed, waiting for SCE to provide power
Tesla Charger	Admin DOR 1911-22 801 E Carson St. Community Center, Installation of 20 EV charging posts and five equipment cabinets.	Under Construction, Approved
AT&T	Proposed new wireless installation on face of building at 20715 S. Avalon	Under Review
Vinfast	Vinfast electric car showroom, service center, and car storage for delivery to customers	Will be vacating the site (business decision)
Sywest	Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The Notice of Preparation was issued on April 24, 2023 Applicant has resumed project meetings.
Brownfield Grants	Equitable Community Revitalization Grant (ECRG) Round 2 and EPA Grants	Three ECRG Grants have been awarded for $875,000 plus an EPA grant for $500,000. The implementation phase will follow.
Arris Studio Architects	888 E. Dominguez St. Marriot TownePlace Suites Hotel and new bar/lounge, (111 key)	In plan check
MSD	20920 Chico St. New senior health care facility within an existing 17,792 SF building, remodel building and provide site improvements: parking, landscape	Complete
Brandywine Carson Landing	Corner of Central Ave. and Victoria St. 175-unit condominiums, recreation center and dog park Previously a vacant lot	Under construction
Target	Drive-up Canopies for existing parking spaces	Under Review
Carson Hybrid Energy Storage	17171 Central Ave - Upgrade Existing energy storage facility	Processing application (+ MWELO approved / to be completed)
Shell Oil	20945 Wilmington Ave - CNG Dispensing Station	Approved / In Final Plan Check / +MWELO review
Air Products	23300 Alameda - Hydrogen Pipeline	Approved / In Final Plan Check - Engineering + MWELO review
Amer Khan	310 W. 220 St. - Addition to MF unit that exceeds $50k valuation	In Review

Name	Description	Status
Birch Specific Plan	21809-21811 S. Figueroa St. - 4-story, 32-unit condominium development with public seating & public art	Partially constructed and going through ownership change. Construction could restart by end of the year
DISH Wireless LLC	17900 S Central Ave. - Replace existing lattice tower with stealth wireless communications facility	Approved
Bethel Baptist Church	1631 E. Carson St – 2nd floor extensions and new fellowship hall added to existing church DOR 991-07 Modification #2	Approved
City of Carson	Resolution 21-2713: Recommend amendment to Site Plan and Design Review development procedures. ZTA 188-2021	Approved
Argo Warehouse	439 W. Gardena – New 3,754 SF warehouse	Under construction
The Boy & The Bear	139 W Victoria St. - Coffee roasting operation and on-line fulfillment center for wholesale roasted coffee	Approved
Edward Byungyull Kwon & Judy Jeongyang Kwon	20915 S. Lamberton Ave - Renovate existing site for a new truck parking facility	Complete (site vacated)
Southbay Tattoo	22811 S. Figueroa St. - Tenant Space No. 22813: Request for a CUP for a tattoo business (relocating from another Carson property)	Approved
Single Family	140 E. 218th Pl. – Expand a 1-car garage into an attached, two-car garage and remodel (e) single-family house.	Approved
Mobile Mini	22632 S. Alameda St. - The project site will be developed for construction of a Cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site.	Approved
Link Logistics	100 W. Alondra Blvd.- Redevelopment of 13.06-acre site, including demolition of 2 existing buildings. Development consists of 2 new warehouse facilities. Building 1 covers 185,921 s.f. w/ 5,000 s.f. office & 3,000 s.f. mezzanine. Building 2 covers 106,677 s.f. w/ 5,000 s.f. office, & 3,000 s.f. mezzanine. Buildings will be supported by screen truck yards, vehicular parking areas, drive aisles and landscaping throughout. The larger northerly building will also have trailer storage parking.	Under construction
City of Carson	Comprehensive Zoning Code Update to implement the General Plan. Multiple development standards and policies guiding the implementation of the General Plan will be amended modified and updated to be consistent with state law. **NOTE:** This update excludes the non-residential portions of the code which will be prepared and presented at a later time.	Draft is underway and will be presented to Planning Commission in next few months. Staff will hold a study session prior to public hearing. On July 25th, Planning Commission held a workshop and will consider the Phase 1 of the zoning code in a public hearing tentatively scheduled for August 22nd. This project was heard by the Planning Commission on 8/22/23. The commission continued this item to 9/12/23.

Name	Description	Status
		Tentative target dates for Phase 1 (excludes commercial and industrial) are: Planning Commission January 30, 2024 and City Council March 5, 2024 Scheduled for 1-31-24 Planning Commission Phase 1 approved by City Council
Jack N the Box	Demo existing commercial bldg. propose approx. 1,800 SQFT drive-thru restaurant	Denied by the Planning Commission.
30 unit Multifamily	Application to demolish existing church and build 30 condos	Under review
Air Products	Proposal for a new modular bldg. with parking lot	Applicant received status letter awaiting response, revised plans have been submitted and are under review
Office to Warehouse conversion	Demolish existing office to construct new warehouse on the corner of 220th and Arnold Center	Under Review
Harley Davidson	20507 Belshaw Avenue, EV Motorcycle Dealership (Harley Davidson/Live Wire)	Under Review
Petroleum Tanks	Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks.	Approved by Planning Commission
AT&T Monopine Foisia Park	23410 Catskill, Wireless Communication antenna	Under review
Tambuli Seafood Market	22200 S Main Steet, Expansion of an existing suite within an existing shopping center.	Under Review
Hyundai Dealership	2201 E. 223rd St, New Service Building	Approved by Planning Commission
Freeway Tires	2121 Alameda St., truck tire repair business	Approved by Planning Commission March 12th
Grace Orthodox Presbyterian Church	A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Under Review
Ulta	20700 Avalon Blvd. Suite 517 (South Bay Pavilion) Interior remodeling/ build-out and exterior modifications of an existing space contained within an existing building. Modifications include new mechanical, electrical and plumbing work.	Under review
South Bay Fleet Specialist	17126 S. Broadway St. Requesting approval to operate an auto body and paint shop (w/paint spray booth addition inside building).	Under Review
ASPCA Animal Clinic	16300 Figueroa St. Animal Clinic development on an industrial site that's currently vacant.	In plan check
19401 S. MAIN ST.	Pickleball facility, indoor and outdoor courts that will also include a clubhouse at full completion.	Under Review, Phase 1 approved (3 phases)
16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88 acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement	Approved

Name	Description	Status
	and site and landscaping improvements. After renovation the new building footprint will be approx.138,616 SF. The project also includes a lot line adjustment of the parcel(s	
427 E. 220th St.	Willow (formerly Cambria Ct.) - 35-unit condominiums designed as 2-story detached homes	In Plan check
23825 Avalon Blvd.	Request to modify beer and wine CUP to allow for sale of distilled spirits for the G&M Gas Station/Mini Mart	Under Review
22511 Figueroa St.	Specific Plan, DOR, Zone Change for 33-unit residential apartment development on .69 acre lot	Under review
17126 S. Broadway St.	A Conditional Use Permit for operation of an Auto Body and Paint shop and installation of an interior Paint Spray Booth.	Under Review
City of Carson	Update and implementation of the Pipeline Franchise Ordinance. This item was recently transferred to Community Development. Staff has been working with the Council Subcommittee to update the ordinance. In addition, staff is getting up to date with all existing agreements to determine their status.	Under Review
City of Carson	General Plan Amendment to the Land Use Element of the Carson 2040 General Plan (2024GPA-001) to require preparation of a Specific Plan prior to redevelopment of all sites that currently operate as oil or petroleum refineries within City of Carson	Approved by Planning Commission 11/12/24 Scheduled for City Council 12/3/24
Carson Companies	5 acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club,	Under Review

ITS CAPITAL PROJECTS
November 2024

1. WIFI IN PARKS

Description: WiFi Internet access at all City facilities to increase public safety, education, programs, and events.
Contract: Datagear
Term: 3 year maintenance
Budget: $420,272 ($350,000 **[ARPA]** + 70,272)
Current Spend: $286,373.60 (68.14%)
Project Start: May 15, 2023
Project Complete: March 18, 2024
Status: **COMPLETED**
Notice of termination issued to vendor on December 4, 2023.
Replacement vendor completed remaining (5) parks on March 18, 2024.

- ~~Mills Park 100%~~
- ~~Carson Park 100%~~
- ~~Veterans Park 100%~~
- ~~Foisia Park 100%~~
- ~~Stevenson Park 100%~~
- ~~Anderson Park 100%~~
- ~~Dominguez Park 100%~~
- ~~Del Amo Park 100%~~
- ~~Calas Park 100%~~
- ~~Hemingway Park 100%~~
- ~~Dolphin Park 100%~~
- ~~Carriage Crest Park 100%~~

2. TYLER UPGRADE / ENERGOV IMPLEMENTATION

Description: Upgrade **Tyler Munis** to latest version, enable Cloud access, and add inventory module. Implement new planning, permitting, licensing, asset management, and citizen request software platform **Energov**.
Contract: Tyler Munis/Integrated Technology Partners
Term: 6 years
Budget: 1.3M **[ARPA]**
Current Spend: $921,965 incurred to date (71%)
Project Start: September 30, 2022
ETA: January 31, 2025
Status: **ON SCHEDULE**

- Employee Access Module complete, In Production
- EP&L Planning Module Setup complete, In Production
- EP&L Permitting Module Setup complete, In Production
- Open Finance (Socrata) Module Setup complete, In Production
- EP&L Business License Module Setup in progress
- 311 Civic Access Module Setup in progress

Next Step:

- Complete the testing of all Processes
- Test all forms and reports to ensure city needs are met
- Begin planning on End User Training with Documentation for the city

3. NETWORK SERVICES RELOCATION

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.
Contract: TBD
Term: 5 Years
Budget: TBD
Current Spend: $0
Project Start: December 1, 2023
ETA: January 31, 2024
Status: **ON SCHEDULE**

- RFP issued 12/1/23.
- Sole bid rejected 1/23/24.
- Data Center Colocation award to vendor 4/2/24.
- Contract Executed
- Phase 1 Relocation completed 8/19/24.
- Phase 2 Relocation scheduled for 1/31/25.

4. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.
Contract: In Progress
Term: 5 Years
Budget: City Hall Council Chambers A/V: $542,444.57 (PEG: $398,707 General Fund: $143,737.57)
Current Spend: $0
Project Start: December 1, 2023
ETA: December 31, 2024
Status: **ON SCHEDULE**

- RFP issued 12/1/23.
- Notice of Intent to Award 1/23/24.
- Contract Executed 5/1/24.
- Purchase Order
- Audiovisual Hardware Installation Complete
- Agenda Management/AV Control Software Implementation Complete
- Agenda Management/AV Control Software Staff Training Complete

- Systems Testing Complete
- Punch List Items in Progress

5. CARSON EVENT CENTER AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Carson Event Center Audiovisual broadcast equipment.
Contract: In Planning/Budgeting
Term: 5 Years
Budget: Carson Event Center A/V: TBD
Current Spend: $0
Project Start: July 1, 2024
ETA: June 30, 2025
Status: **ON SCHEDULE**

- Project Planning Meetings with ITS and Community Services staff on mitigation of scheduled event impact

Public Safety/Emergency Services Projects

Project Name	**Comprehensive Camera Coverage: City Facilities and Parks**
Service Provider	Johnson Controls
Summary	The Public Safety department is spearheading an initiative to implement video surveillance camera systems across all City and Park facilities. This proactive measure aims to discourage criminal activities and capture video evidence of any unlawful incidents. The objective is to enhance safety by reducing criminal incidents, creating a secure environment for both residents and park users.
Update	We are pleased to provide an update on our efforts to enhance security across City of Carson facilities and recreational areas. Access control systems are being expanded to include City Hall, Corporate Yard office suites, improving safety and controlled access for staff and visitors. Additionally, video surveillance and access control systems have been installed at several parks, with the project now moving into its third phase. This phase involves adding more pole cameras, extending coverage to parks, and integrating these additions into the existing infrastructure. The team is evaluating the current system's effectiveness, determining optimal camera locations, and leveraging advanced technology to enhance monitoring capabilities. These efforts aim to ensure a safer environment for the community by strengthening security measures throughout parks and city facilities. We appreciate your continued support as we work to make our community a safer place for all.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	During the ongoing renovations to both the basement and second floor, our vendor has been an invaluable partner, ensuring that all Fire Life Safety (FLS) protocols are strictly adhered to while also assisting in updating any components that require enhancements. Their proactive collaboration with city personnel has been instrumental in identifying and addressing necessary improvements, ensuring that safety remains a top priority throughout the renovation process. Additionally, the city staff is actively working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	**Public Safety/Emergency Services Community Initiatives**
Service Provider	Public Safety/Emergency Services Department
Summary	Public Safety and Emergency Services Community Initiatives encompass a range of proactive efforts aimed at fostering safer and more resilient community. These initiatives typically involve engagement with the public, educational programs, and collaborative events. They focus on building positive relationships between law enforcement, emergency services personnel, and the community, ultimately enhancing preparedness and trust. Examples include public education on safety measures, community outreach

	events, and meetings to empower local leaders. Such initiatives are pivotal in strengthening the overall safety and well-being of a community.
Update	The Parking Control Officers and Public Safety Supervisor recently attended the California Mobility and Parking Association Conference. They are now working to implement innovative technologies and operational procedures in preparation for onboarding five new Parking Control Officers. The City of Carson Public Safety team is eager to welcome these new officers and looks forward to utilizing proactive and reactive enforcement strategies to serve the community effectively. Public Safety Engagement Officers have noticed an increase in unhoused individuals and are proactively working to connect them with services. Recently, they encountered a family living in their vehicle. To assist the mother, and a young child, the team arranged a four-night motel stay while working to find long-term solutions. Additionally, they have successfully helped individuals transition into shared housing and shelters when accepted. With the recent inclement weather, more individuals have been open to seeking shelter. Emergency Services and Public Safety have been actively engaging with the community in various initiatives. We've provided All Hazard training to our Block Captains in collaboration with our partners at LA County Fire. Additionally, we teamed up with the American Red Cross to conduct earthquake drills for children in the community. We also hosted an Battle of the Badges event in partnership with LA County Sheriffs. Lastly, Public Safety is working closely with local schools to promote the importance of emergency preparedness and encourage proactive participation. If you're interested in bringing a training to your area, please reach out to publicsafetydepartment@carsonca.gov.

Project Name	**Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment**
Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.
Update	ALPR trailers are currently positioned in high-traffic areas throughout the city. We've observed an increase in illegal dumping and truck parking on Intermodal Way. To address this, we're using the trailers' messaging features to deter trucks and prevent illegal dumping. Additionally, the cameras enhance community safety in these areas.

Project Name	**Upgrading Radio Systems Project**
Service Provider	Mission Critical Information Systems
Summary	In 2021, the City Council granted approval for the 'Radio Upgrade Project,' which allocated funds for the procurement of radios, radio equipment, batteries, and chargers necessary for transitioning the City from its UHF radio system to the Los Angeles Regional Interoperability Communication System (LA-RICS). Subsequently, the City Council sanctioned a contract with Mission Critical Information Systems to oversee the installation and programming, thus marking the successful completion of Phase 2 of the project. In September 2022, the City of Carson formalized a Hold Harmless Agreement with LA-RICS, granting the city the privilege of utilizing the platform.
Update	The distribution of additional Motorola APX4500 mobile radios has been successfully completed across several departments, enhancing communication capabilities citywide. The assembly of two SmartPTT racks at both City Hall and the Corporate Yard is currently underway, further strengthening radio dispatch and coordination infrastructure. Additionally, progress continues on the installation of antennas and lines at the City Yard, which will improve signal strength and system reliability. The vendor has also installed mobile radios in the Public Safety fleet and is now moving forward with updates to the Public Works fleet. These updates are a significant step in enhancing communication efficiency and operational coordination across city departments.

Project Name	**Hazard Mitigation Plan Update**
Service Provider	Witt O' Brien's
Summary	FEMA mandates a Hazard Mitigation Plan (HMP) update every five years for all jurisdictions. The city's second update, however, is currently overdue. This plan serves to identify potential natural and human-induced hazards that the city may face vulnerability to and outlines strategies for mitigating or reducing risks associated with such incidents and events.
Update	The preliminary version of the Hazard Mitigation Plan (HMP) has been released, marking a significant milestone in the planning process. The planning team has completed an internal review to ensure the draft aligns with the city's goals and compliance standards. The HMP draft has been submitted to Cal OES for their initial review, and Witt O'Brien's has been actively collaborating with Cal OES to address any necessary revisions. This partnership ensures that the plan adheres to all appropriate guidelines and positions the city for successful implementation of its hazard mitigation strategies.

Project Name	**Basement/Emergency Operations Center (EOC) Upgrade Project**
Service Provider	Westberg + White, GM Interiors, Johnson Controls
Summary	The project is currently in its planning phase. Initially, the project scope only covered the upgrade of the Emergency Operations Center (EOC). However, during the planning phase, it became evident that the Public Safety, Information Technology, and Emergency Services sectors could also derive substantial benefits from the upgrade. As a result, the revised scope of work encompasses upgrades for all four areas.

Update	The basement renovations have officially begun following City Council approval, with the majority of demolition work now completed. The project is moving into the next phase, which includes build-out and framing. This phase will require detailed planning and close coordination with the contractor to ensure that all work remains on schedule and meets the required standards. City staff will closely monitor the progress to ensure a smooth and efficient renovation process as the project advances.

Project Name	**Organizational Resilience: Internal Emergency Management Training**
Service Provider	Westward Disaster
Summary	The city is responsible for the operation and management of its Emergency Operations Center (EOC), with the aim of enhancing preparedness, response, and recovery capabilities for emergencies and large-scale events. The consultant will furnish subject matter experts and instructors to aid in the creation and execution of a tailored EOC training program for city department staff.
Update	Our Emergency Operations Center (EOC) Awareness Course took place on April 18th and received overall positive feedback. The course was a success and brings our city and leadership one step closer to being prepared for the next emergency. Next, Westward and the City of Carson will be working on the upcoming EOC role-specific training.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer

Subject: CONSIDER ACCEPTING THE U.S. DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT AWARD OF $150,080.00 (CITY COUNCIL)

I. SUMMARY

The U.S. Department of Energy (DOE), through its Energy Efficiency and Conservation Block Grant (EECBG) program announced a non-competitive funding opportunity available to government agencies for formula grant funds based on population. The City of Carson's EECBG program formula allocation amount is $150,080.00 (Exhibit No.1).

The purpose of the EECBG Program is to assist eligible state, local governments, and Tribes in implementing activities that seek to attain increased energy efficiency, conservation, or fossil fuel reduction for their communities. The City is intending to use the available funding for the purchase of electric vehicles for the City's fleet. A separate staff report identifying the exact make, model, and cost of the proposed vehicles will be presented to the City Council at a later time.

The City must accept and execute the Special Terms and Conditions (Exhibit No. 2) and adhere to purchasing and reporting requirements.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant award of $150,080.00.
2. ACCEPT the Special Terms and Conditions and AUTHORIZE the City Manager to execute the Special Terms and Conditions and any related grant documents subject to approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

The Department of Energy (DOE) received funding from the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA) to create or expand key agency programs. One of those programs is the Energy Efficiency and Conservation Block Grant (EECBG) Program that received $550M through BIL and is administered by DOE's Office of State and Energy Community Programs (SCEP).

Local governments receiving funding can choose to receive it as a formula grant, a voucher for technical assistance, or a voucher for equipment purchase and installation. The vouchers are equivalent to the formula allocation amount, and eligible entities opting for vouchers benefit from a simplified application process. Those using vouchers will not have to apply for or manage a direct federal grant, and they will face reduced documentation, monitoring, and reporting requirements. The Department of Energy recommends the voucher option for entities receiving less than $250,000, which is why staff pursued this option.

The purpose of the EECBG Program is to assist eligible state, local, and tribal governments in implementing activities aimed at increasing energy efficiency, promoting conservation, or reducing fossil fuel use within their communities. The EECBG Program identifies 14 eligible activity categories that meet the requirements for allowable use of funds.

The City of Carson's EECBG allocation is $150,080.00, and the plan is to use the funds to purchase four electric vehicles. Staff will prepare a separate report later that specifies the exact make, model, and cost of the proposed vehicles.

V. FISCAL IMPACT

There is currently no fiscal impact, and there is no match requirement to accept the grant of $150,080.00.

VI. EXHIBITS

1. EECBG Local Government Eligibility and Allocation List.
2. EECBG Program Special Terms and Conditions.

Attachments

Exhibit No. 1 - EECBG Local Government Eligibility and Allocation List.pdf
Exhibit No. 2 - EECBG Grant - Equipment Rebate Terms and Conditions.pdf



#	State/Territory	Entity Name	Level of Government	Allocation
140	CA	Burbank	City	$167,020
141	CA	Calexico	City	$76,300
142	CA	Camarillo	City	$129,470
143	CA	Campbell	City	$76,540
144	CA	Carlsbad	City	$168,480
145	CA	Carson	City	$150,080
146	CA	Cathedral City	City	$112,920
147	CA	Ceres	City	$76,660
148	CA	Cerritos	City	$76,840
149	CA	Chico	City	$153,350
150	CA	Chino	City	$147,470
151	CA	Chino Hills	City	$131,350
152	CA	Chula Vista	City	$271,850
153	CA	Citrus Heights	City	$137,060
154	CA	Claremont	City	$76,300
155	CA	Clovis	City	$161,730
156	CA	Coachella	City	$76,350
157	CA	Colton	City	$116,230
158	CA	Compton	City	$146,080
159	CA	Concord	City	$170,110
160	CA	Corona	City	$197,940
161	CA	Costa Mesa	City	$166,550
162	CA	Covina	City	$113,100
163	CA	Culver City	City	$76,710
164	CA	Cupertino	City	$125,790
165	CA	Cypress	City	$114,160
166	CA	Daly City	City	$146,620
167	CA	Danville, Town of	City	$76,480
168	CA	Davis	City	$124,540
169	CA	Delano	City	$114,850
170	CA	Diamond Bar	City	$114,980
171	CA	Downey	City	$160,140
172	CA	Dublin	City	$127,230
173	CA	Eastvale	City	$123,670
174	CA	El Cajon	City	$155,020
175	CA	El Centro	City	$76,600
176	CA	El Monte	City	$157,090
177	CA	Elk Grove	City	$201,410

Special Terms and Conditions

Entity Name: City of Carson ("Recipient"), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC)[1]
Attachment 2	NEPA Determination[2]

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

[1] The FARC will be provided at a later date.
[2] The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (https://doerebates.my.site.com/eecbgvouchers/s/), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):
NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment
Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments
All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds
For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally
The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.[3]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

[3] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.

(2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over $250,000. Please disregard this section if your total EECBG Program award is less than $250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or enginSCEPd wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[4] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

[4] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Authorized Signature Date

Name: David C. Roberts, Jr.

Title: City Manager

Entity Name: City of Carson

Attachment 1

U.S. DEPARTMENT OF ENERGY

Federal Assistance Reporting Checklist

		Attachment 1
1. Recipient:	2. Program/Project Title:	
3. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING		
☐ A. Performance Report	**Y**	A. Complete in Voucher Portal Home (site.com)
☐ B. Financial Report (SF-425)	**Y**	B. Upload to the Voucher Portal Home (site.com)
☐ C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B & SF-428S)	**F**	C. Upload to Voucher Portal Home (site.com)
☐ D. Annual Historic Preservation Report	**Y**	D. Submit via Historic Preservation Reporting Form
IV. Bipartisan Infrastructure Law Reporting		
☐ A. Quality Job Creation		
☐ 1. Direct Jobs	**Y**	A.1. Upload to the Voucher Portal Home (site.com)
☐ B. Pathway to Net-Zero		
☐ 1. Infrastructure Supported	**Y**	B.1. Complete in Voucher Portal Home (site.com)
☐ 2. Energy Saved	**Y**	B.2. Complete in Voucher Portal Home (site.com)
☐ C. One-Time Location Report	**1**	C. Upload to Voucher Portal Home (site.com)
II. AWARD MANAGEMENT REPORTING		
☐ A. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C) (if applicable)	**A5**	A. Upload to Voucher Portal Home (site.com)
☐ B. Single Audit: States, Locals, Tribal Governments (if applicable)	**Y180**	B. Upload to Clearinghouse https://harvester.census.gov/facweb/Default.aspx
☐ C. NEPA		
1. NEPA Logs (if applicable)	**Q**	C. Submit to EECBG.NEPA@ee.doe.gov and Upload to the Voucher Portal Home (site.com)
☐ D. Davis Bacon Act		
1. Semi-Annual Davis Bacon (if applicable)	**S**	D1. Upload to Voucher Portal Home (site.com)
2. Weekly Payroll Report (if applicable)	**W**	D2. TBD

4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
FREQUENCY CODES AND DUE DATES: **A5 – As Specified or within five (5) calendar days after the event.** **F – Final; within 120 calendar days after expiration or termination of the award.** **O – Other: See instructions for further details.** **P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.** **Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.** **S – Semiannually; within 30 days after end of the reporting period.** **Y – Yearly; within 90 calendar days after the end of the federal fiscal year.** **Y180 – Yearly; within 180 calendar days after the close of the recipient's fiscal year.** **W – Weekly; within 7 days of the payroll** **1 – One time report** **FULL URLS:** **Voucher Portal:** https://doerebates.my.site.com/eecbgvouchers/s/ **Special Instructions:** **A. Tangible Personal Property Report – Disposition Request/Report (SF-428C)** This report is only needed if you plan to dispose of the equipment purchased with federal funding at the end of your project. **B. Single Audit: Local and Tribal Governments** An audit must be provided by local and tribal governments that have received more than $750,000 in federal funding. Audits must have been completed no later than 2021. **C.2 Quarterly National Environmental Policy Act (NEPA) Logs** All activities involving ground disturbance will require NEPA log submittals. Template NEPA logs can be found at www.energy.gov/node/4816816. NEPA logs must be submitted to EECBG.NEPA@ee.doe.gov and uploaded to the Voucher Portal every quarter. NEPA logs must be submitted for all ground disturbing activities. **D. Davis Bacon Act – Semi-Annual and Weekly Payroll Reports** Both reports are needed for all DBA applicable projects. The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information on DBA can be found here: Davis-Bacon and Related Acts | U.S. Department of Labor (dol.gov)		

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Reporting Instructions

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Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII.

***

Project Management Reporting

A. Performance Report

Complete on:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 30 calendar days after the end of the annual reporting period (Sept 30) Within 120 calendar days after the end of the award period of performance

Annually, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the voucher recipient and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. This report will be completed in the Voucher Portal and also include the Bipartisan Infrastructure Law Reporting (Section IV above). The annual report will be waived if no progress on project has been made in the first year. The report can be submitted once as a final report if the project is completed in the first year.

4. **Organizations:** Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.

2. **Tasks and Milestones:** Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone, the physical percent complete, and, when applicable, the actual month complete.

2. **Contractual Cost Summary:** For each contractor working on the project (excluding FFRDCs), provide a summary of the work, approved budget, and actual expenses.

4. Cost Summary: Using your approved budget, enter the project costs by budget category and report actual expenses each quarter. Also include budgeted and actual recipient cost share.

5. Spend Plan: For both federal and recipient cost share, enter the planned spending for the entire project period. Planned spend means when the project team anticipates incurring costs. Each quarter, update with actual federal and recipient spend.

6. Metrics: Report on your primary process metric selected and any additional metrics that are applicable to your project. Please refer to the EECBG Program Process Metrics, EECBG-BIL-Reporting-Guidance.pdf (energy.gov), and the Eligible Activity Areas and their Recommended Process Metrics (energy.gov) per your activity.

7. Special Reporting Requirements: Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

8. Qualitative reporting requirements: In this section, provide any additional description about the project. Can include details on impact, changes or issues, achievements, or more.

B. Financial Report SF-425 Federal Financial Report

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 30 calendar days after the end of the annual reporting period (Sept 30) Within 120 calendar days after the end of the award period of performance

Annually the voucher recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the recipient and contractors – to DOE. The annual report will be waived if no progress on project has been made in the first year. The report can be submitted once as a final report if the project is completed in the first year.

C. Tangible Personal Property Report – Final Property Report (SF-428; SF-428B; SF-428S)

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 30 calendar days after installation of all equipment

The report serves as the Equipment Installation Report. Voucher recipients must report on acquired equipment with acquisition cost of $5,000 or more for which the awarding agency (DOE) has reserved the right to transfer title. The voucher recipient must complete an SF-

428 and SF-428B, available at grants.gov/forms/forms-repository/post-award-reporting-forms.

D. Annual Historic Preservation Report

Upload to:	Historic Preservation report: U.S. Department of Energy Annual Historic Preservation Report (office.com)
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must submit an annual Historic Preservation report (any project using Equipment Rebate NEPA SOW 1 or NEPA SOW 2). Reports are due September 15 of each year. The Historic Preservation report must be submitted for all activities here: U.S. Department of Energy Annual Historic Preservation Report (office.com)

BIL Reporting

A. Quality Job Creation

1. Direct Jobs

Submit to:	No action needed if Weekly Davis Bacon Acts are completed
Submission deadline:	No action needed if Weekly Davis Bacon Acts are completed

This report is satisfied via the weekly Davis Bacon Act reports.

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

B. Pathways to Net Zero

Submit to:	No action needed if Performance Report is completed

Submission deadline:	No action needed if Performance Report is completed

Pathways to Net Zero Reports will be imbedded as the EECBG Program Process Metrics within the Performance Report (see page 4). Report on EECBG process metric areas 1, 2, 3, 5, and 10 as applicable. Report on these as part of the Performance Report to be completed on the Voucher Portal.

1. **Infrastructure Supported:** This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

   Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

2. **Energy Saved:** This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

C. One Time Location Report

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	One time within first year of project

There is a one-time special status report requirement for recipients with projects that take place in specific physical locations. This report is required for all EECBG Program voucher recipients pursuing the installation of equipment in physical locations, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.

Award Management Reports

A. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 5 calendar days of the event (if applicable)

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above $5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at grants.gov/forms/forms-repository/post-award-reporting-forms

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

B. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Upload to:	Federal Audit Clearinghouse: https://harvester.census.gov/facweb/Default.aspx
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 200 Subpart F, non-federal entities that expend $750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements. The audit should be uploaded to the Voucher Portal (no older than 2021).

C. National Environmental Policy Act (NEPA) Reporting

Submit to:	NEPA logs (if applicable): Sent to EECBG.NEPA@ee.doe.gov and upload to Voucher Portal http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	NEPA logs (if applicable): Before project begins; updated quarterly if changes to project locations occur

All activities involving ground disturbance (projects using Equipment Rebate NEPA SOW 1) require NEPA log submittals. If locations of all work are known at the start of a project, a single NEPA Log may be submitted. If locations of work change, then an updated log must be submitted. Template NEPA logs can be found at www.energy.gov/node/4816816. NEPA logs must be submitted to EECBG.NEPA@ee.doe.gov and the Voucher Portal. Multiple entries can be listed on the NEPA log.

D. Davis Bacon Act Reporting

Submit to:	Weekly Payroll Reports: LCPtracker Semi-Annual Reports: Voucher Portal http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 7 days of each pay period Semi-annually by Sept 30th and March 31st

The DBA applies to contractors and subcontractors of the recipient for contracts more than $2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).

EECBG Program formula award recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE-sponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at: https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events

1. **Weekly Payroll Report**
    - EECBG Program voucher recipients must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
    - EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.
2. **Semi-Annual Compliance and Enforcement Report**
    - EECBG Program voucher recipients must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
    - Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact BILLabor@hq.doe.gov.

Appendix A: Notice To Recipients Regarding Protected Data, Limited Rights Data and Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;

- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

Attachment 2

PMC-ND

(1.08.09.13)

U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION

RECIPIENT: 2 - Equipment Rebate Voucher - Nontribal EECBG Statement of Work with PA No Ground Disturbance **STATE:** Mult

PROJECT TITLE: 2 - Energy Efficiency and Conservation Block Grant Program - Equipment Rebate Voucher

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
EECBG Program Formula - IIJA, DE-FOA-0002882		GFO-EECBG-ERV2023-002	

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

A9 Information gathering, analysis, and dissemination	Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)
B2.2 Building and equipment instrumentation	Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment).
B5.1 Actions to conserve energy or water	(a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.
B5.14 Combined heat and power or cogeneration systems	Conversion to, replacement of, or modification of combined heat and power or cogeneration systems (the sequential or simultaneous production of multiple forms of energy, such as thermal and electrical energy, in a single integrated system) at existing facilities, provided that the conversion, replacement, or modification would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources.
B5.16 Solar photovoltaic systems	The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such

as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B5.17 Solar thermal systems	The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.18 Wind turbines	The installation, modification, operation, and removal of a small number (generally not more than 2) of commercially available wind turbines, with a total height generally less than 200 feet (measured from the ground to the maximum height of blade rotation) that (1) are located within a previously disturbed or developed area; (2) are located more than 10 nautical miles (about 11.5 miles) from an airport or aviation navigation aid; (3) are located more than 1.5 nautical miles (about 1.7 miles) from National Weather Service or Federal Aviation Administration Doppler weather radar; (4) would not have the potential to cause significant impacts on bird or bat populations; and (5) are sited or designed such that the project would not have the potential to cause significant impacts to persons (such as from shadow flicker and other visual effects, and noise). Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices. Covered actions include only those related to wind turbines to be installed on land.
B5.20 Biomass power plants	The installation, modification, operation, and removal of small-scale biomass power plants (generally less than 10 megawatts), using commercially available technology (1) intended primarily to support operations in single facilities (such as a school and community center) or contiguous facilities (such as an office complex); (2) that would not affect the air quality attainment status of the area and would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources; and (3) would be located within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.22 Alternative fuel vehicle fueling stations	The installation, modification, operation, and removal of alternative fuel vehicle fueling stations (such as for compressed natural gas, hydrogen, ethanol and other commercially available biofuels) on the site of a current or former fueling station, or within a previously disturbed or developed area within the boundaries of a facility managed by the owners of a vehicle fleet. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.23 Electric vehicle charging stations	The installation, modification, operation, and removal of electric vehicle charging stations, using commercially available technology, within a previously disturbed or developed area. Covered actions are limited to areas where access and parking are in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Energy Efficiency Conservation Block Grant Program (EECBG) as authorized by Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended, and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, 2 CFR Part 200 as amended by 2 CFR Part 910 and Section 40552 of the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58).

Under the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) DOE would distribute EECBG Equipment Rebate Vouchers to eligible units of local government, states, and Indian tribes. (hereinafter “Recipients”). Estimated individual Recipient allocations are included in the ALRD. The EECBG Program is designed to assist these Recipients in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

This NEPA determination is specific to Recipients meeting the qualifications of EECBG Equipment Rebate Voucher Statement of Work #2 (SOW 2), designated for non-tribal recipients with a Historic Preservation Programmatic Agreement proposing no ground disturbing activities. NEPA determinations for other EECBG Equipment Rebate Voucher NEPA statements of work have been completed under the following control numbers: GFO-EECBG-ERV2023-001, GFO-EECBG-ERV2023-003, and GFO-EECBG-ERV2023-004.

DOE has determined the following Blueprints and additional activities funded by EECBG Program Formula - IIJA ALRD, are categorically excluded from further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with “integral elements” (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project.

Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients would contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

Blueprints:

1. Blueprint #2A: Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
a. Installation of insulation.
b. Installation of energy efficient lighting.
c. HVAC upgrades to existing systems.
d. Weather sealing and duct sealing.
e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
g. Retrofit and replacement of windows and doors.
h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
j. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

2. Blueprint #2B: Energy Savings Performance Contracts for Efficiency and Electrification in Buildings, activities limited to:
a. Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
i. Installation of insulation.
ii. Installation of energy efficient lighting.
iii. HVAC upgrades (to existing systems).
iv. Weather sealing and duct sealing.
v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
vii. Retrofit and replacement of windows and doors.
viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
b. Post-implementation measurement & verification limited to data analysis (e.g.: metering/usage/temperature), which may include monitoring devices installed on equipment, but not on buildings.

3. Blueprint #2C: Building Efficiency & Electrification Campaign, activities limited to:
a. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
i. Installation of insulation.
ii. Installation of energy efficient lighting.
iii. HVAC upgrades to existing systems.
iv. Weather sealing and duct sealing.
v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including,

but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
vii. Retrofit and replacement of windows and doors.
viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

4. Blueprint #3A: Solar and Battery Storage - Power Purchase Agreements and Direct Ownership, activities limited to:
a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

5. Blueprint #3B: Community Solar, activities limited to:
a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

6. Blueprint #3C: Solarize Campaign, activities limited to:
a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

7. Blueprint #3D: Renewable Resource Planning, activities limited to:
a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

8. Blueprint #4A: Electric Vehicles for Fleets and Fleet Electrification, activities limited to:
a. Purchase of alternative fuel vehicles, including electric vehicles and plug-in hybrid vehicles.
b. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

9. Blueprint #4B: Electric Vehicle Charging Infrastructure, activities limited to:
a. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and

functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

Additional Activities:

10. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:
a. Installation of insulation.
b. Installation of energy efficient lighting.
c. HVAC upgrades to existing systems.
d. Weather sealing and duct sealing.
e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
g. Retrofit and replacement of windows and doors.
h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
j. Electrical system upgrades required to enable energy efficient/clean energy. Measures limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

11. Installation of renewable energy technology, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:
a. Solar Electricity/Photovoltaic—appropriately sized systems not to exceed 60kW (including community solar projects)
b. Wind Turbines 20 kW or smaller
c. Solar thermal systems (including solar thermal hot water) limited to 200,000 BTU per hour or smaller.

12. Biomass thermal systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in existing buildings, do not require structural reinforcement, do not require ground disturbance, are appropriately sized, and limited to 3 MMBTUs per hour or smaller, with appropriate regulatory permits obtained and Best Available Control Technologies (BACT) installed and operated.

13. Purchase of alternative fuel vehicles, hybrids, and electric vehicles.

14. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuels, (but not storage tanks) provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed on a current fueling station site, do not require ground disturbance, tree removal or tree trimming, are appropriately sized, and obtain the appropriate permits, and comply with regulatory requirements.

15. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized not to exceed 1,000 kWh, obtain the appropriate permits, and comply with regulatory requirements.

The Recipient is responsible for identifying and promptly notifying DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) relating to any proposed activities. Additionally, the Recipient must demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA).

Recipients shall adhere to the restrictions of the DOE executed Historic Preservation Programmatic Agreement for the State(s) where the proposed award activities would be implemented. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.

DOE is required to consider floodplain management and wetland protection as part of its environmental review process (10 CFR 1022). As part of this required review, DOE determined requirements set forth in Subpart B of 10 CFR 1022 are not applicable to the Blueprints and additional activities listed above which would not cause ground disturbance that occur in the 100-year floodplain (hereinafter “floodplain”) or wetland because the activities would not have short-term or long-term adverse impacts to the floodplain or wetland. These activities are administrative or minor modifications of existing facilities to improve environmental conditions. All other integral elements and environmental review requirements are still applicable.

If proposed activities are not listed within the Blueprints and additional activities above, the Recipient must contact their DOE Project Officer for eligibility review. An additional NEPA review would be required, including the possible submission of an Environmental Questionnaire 1 form (EQ1) (found at https://www.eere-pmc.energy.gov/NEPA.aspx). Recipients would not initiate any activities without approval from the DOE Contracting Officer.

Most activities listed under “Blueprints and additional activities” within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the “Blueprints and additional activities” must be followed.

* EECBG Recipients with a Historic Preservation Programmatic Agreement are located in: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, and VI.

NEPA PROVISION

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks:

This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to:
1. awards funded by sources other than the Administrative and Legal Requirements Document for the EECBG Program Formula Infrastructure Investment and Jobs Act,
2. activities that do not fit within the restrictions of the Blueprints and additional activities listed within this NEPA Determination,
3. recipients that do not have a DOE executed Historic Preservation Programmatic Agreement,
4. tribal recipients, or
5. ground-disturbing activities.

Include the following condition in the financial assistance agreement:

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities” within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45)

years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report at https://forms.office.com/g/kAFs0N7CZH.

9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.

10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

Notes:

Office of State and Community Energy Programs (SCEP) - EECBG
This NEPA Determination requires legal review of the tailored NEPA provision.
NEPA review completed by Amy Lukens, 9/20/2023.

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: Electronically Signed By: Casey Strickland Date: 9/22/2023

NEPA Compliance Officer

FIELD OFFICE MANAGER DETERMINATION

- [x] Field Office Manager review not required
- [ ] Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____ Date: _____

Field Office Manager

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer

Subject: CONSIDER APPROVING THE PARTICIPATION AGREEMENT FOR THE CLEAN POWER ALLIANCE'S ELECTRIC FLEET TRANSITION PROGRAM (CITY COUNCIL)

I. SUMMARY

The Clean Power Alliance (CPA) has launched the Energized Communities program to support partner agencies in reaching their sustainability and decarbonization goals through both technical and financial assistance. This program emphasizes the implementation of electrification projects across CPA's service area, empowering partner agencies and helping to reduce California's dependence on fossil fuels.

Each partner agency may receive funding of up to $250,000.00 to complete one of the selected pathways as detailed in the attached fact sheets (Exhibit No. 1).

The City of Carson has made significant progress in installing electric vehicle charging stations at various locations. To further advance its initiatives, the city plans to increase the number of pool vehicles available for general City use. As a result, the Electric Fleet Transition pathway has been chosen. The intention is to allocate $225,000 to purchase up to five electric vehicles (EV), with the remaining $25,000 designated to cover EV charging costs.

The City Council is being asked to approve participation in the program and authorize the City Manager to sign the agreement (Exhibit No. 2). Staff will provide a follow-up report detailing the make, model, and cost of the vehicles to be purchased for the City Council's future review.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Participation Agreement with Clean Power Alliance allowing participation in the Clean Power Alliance's Energized Communities Program to receive funding of up to $250,000.00.
2. AUTHORIZE the City Manager to execute the agreement and any related documents subject to approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

CPA's Energized Communities program is dedicated to facilitating the transition to a more sustainable future through a range of initiatives aimed at supporting both building and transportation electrification. Partner agencies must select one focus area to pursue funding, including:

- Building Electrification Assistance
- Community EV Charging
- Electric Fleet Transition

The City of Carson has already made significant progress in enhancing its sustainable infrastructure, specifically in the area of electric vehicle charging. The city has installed numerous charging stations across various locations, making it easier for residents, visitors, and staff to charge their electric vehicles. To build on this progress, the City plans to expand its fleet of EVs available for general City use, by increasing the number of pool vehicles utilized by city departments and personnel. In line with this initiative, the Electric Fleet Transition pathway has been selected to ensure a smooth transition to EVs.

The agreement outlines reimbursement for two primary expenses related to the City's electrification efforts.

> Fleet Charging Costs – $25,000 - This funding is expected to address the anticipated increase in electricity expenses associated with charging the city's expanding fleet of electric vehicles. Each electric vehicle will be equipped with a dedicated RFID-enabled fob that will track and manage charging sessions. This tracking system will allow the City to monitor energy usage, ensuring that charging is both efficient and cost-effective. The use of these fobs will not only streamline operations but also enhance accountability, providing precise data for reimbursement requests.
>
> Purchase of Electric Vehicles – $225,000 - This allocation is necessary for the purchase of five electric vehicles for the City's fleet. It is estimated that that each electric vehicle will be approximately $45,000, although the specific make and model will be finalized after further evaluation. This funding will alleviate some of the financial pressures associated with transitioning to electric vehicles, allowing the City to invest in cleaner transportation options that align with its sustainability goals.

V. FISCAL IMPACT

There is currently no fiscal impact, and there is no match requirement to receive program funds of up to $250,000.00.

VI. EXHIBITS

1. Program Fact Sheets.
2. Electric Fleet Transition Program Participation Agreement.

Attachments

Exhibit No. 1 - Pathways-to-Electrification-Factsheet.pdf

Exhibit No. 2 - Electric Fleet Participation Agreement.pdf

CLEAN POWER ALLIANCE

Pathways to Electrification

Building Electrification Assistance



What are the Pathways to Electrification?

Clean Power Alliance is committed to assisting our partner communities in achieving their sustainability and decarbonization objectives through the projects in the Energized Communities Program: Pathways to Electrification and the Innovation Grant. Pathways to Electrification includes three areas of participation, with three years of financial incentives and technical support to enhance energy resilience, grid management, and electrification in our partner communities.

Partner communities will select one focus area to pursue with technical support and funding from CPA:

- Building Electrification Assistance
- Community EV Charging
- Electric Fleet Transition

Additionally, CPA assists our partner communities to leverage maximum benefits in sourcing and applying for additional funding opportunities to support decarbonization efforts.

Each partner community has the option to select a single pathway, facilitated and overseen by CPA for easy and swift deployment, with up to $250,000 of funding per project.

Building Electrification Assistance

The Building Electrification Assistance pathway aims to assist in removing obstacles to deploying electric equipment in municipal facilities by providing technical assistance and funding that support cleaner and healthier buildings in our communities. CPA will work alongside partner communities to identify energy improvement opportunities and select essential facilities for electrification retrofits that reduce methane emissions from buildings. This pathway offers feasibility assessments, infrastructure plans for building electrification retrofits, support during permitting and installation, and incentives to help cover installation costs. CPA support will be provided for both existing facilities and new construction projects in our partner communities.

How does the Building Electrification Assistance pathway work?

Select a pathway and commit to receiving technical assistance and services. CPA will work with partner communities to understand priorities and establish the project's scope. CPA expects projects to be completed within a three-year timeframe.

1 Enroll

Select the Building Electrification Assistance pathway

2 Scope

Confirm priorities and project scope

3 Implement

Commence work to meet the specified deadline

For more information about the program or for help with enrollment, please email:
EnergerizedCommunities@cleanpoweralliance.org

CLEAN POWER ALLIANCE

Pathways to Electrification

Community Electric Vehicle Charging



What are the Pathways to Electrification?

Clean Power Alliance is committed to assisting our partner communities in achieving their sustainability and decarbonization objectives through the projects in the Energized Communities Program: Pathways to Electrification and the Innovation Grant. Pathways to Electrification includes three areas of participation, with three years of financial incentives and technical support to enhance energy resilience, grid management, and electrification in our partner communities.

Partner communities will select one focus area to pursue with technical support and funding from CPA:

- Building Electrification Assistance
- Community EV Charging
- Electric Fleet Transition

Additionally, CPA assists our partner communities to leverage maximum benefits in sourcing and applying for additional funding opportunities to support decarbonization efforts.

Each partner community has the option to select a single pathway, facilitated and overseen by CPA for easy and swift deployment, with up to $250,000 of funding per project.

Community Electric Vehicle Charging

As adoption of electric vehicles increases in our service territory, CPA is interested in helping our communities prepare for this transition and have the infrastructure for community EV charging available. This pathway considers turnkey services to provide EV charging options to our partner communities, including identifying suitable sites within agency-owned properties. This project may also consider managed charging solutions to bolster grid reliability and reduce agency expenses. Partner communities interested in this pathway should contact our team to provide information on site locations that may be a good fit for this project.

How does the Community Electric Vehicle Charging pathway work?

Select a pathway and commit to receiving technical assistance and services. CPA will work with partner communities to understand priorities and establish the project's scope. CPA expects projects to be completed within a three-year timeframe.

1 Enroll

Select the Community Electric Vehicle Charging pathway

2 Scope

Confirm priorities and project scope

3 Implement

Commence work to meet the specified deadline

For more information about the program or for help with enrollment, please email:
EnergerizedCommunities@cleanpoweralliance.org

CLEAN POWER ALLIANCE

Pathways to Electrification

Electric Fleet Transition



What are the Pathways to Electrification?

Clean Power Alliance is committed to assisting our partner communities in achieving their sustainability and decarbonization objectives through the projects in the Energized Communities Program: Pathways to Electrification and the Innovation Grant. Pathways to Electrification includes three areas of participation, with three years of financial incentives and technical support to enhance energy resilience, grid management, and electrification in our partner communities.

Partner communities will select one focus area to pursue with technical support and funding from CPA:

- Building Electrification Assistance
- Community EV Charging
- Electric Fleet Transition

Additionally, CPA assists our partner communities to leverage maximum benefits in sourcing and applying for additional funding opportunities to support decarbonization efforts.

Each partner community has the option to select a single pathway, facilitated and overseen by CPA for easy and swift deployment, with up to $250,000 of funding per project.

Electric Fleet Transition

To facilitate the journey to zero-emission vehicle adoption, CPA is working with our partner communities to streamline fleet planning, vehicle replacement, and installation of charging infrastructure through the Electric Fleet Transition pathway. Partner communities that participate in this effort will receive EV charging support, site designs, and engineering plans (if needed), and CPA funding and other grant opportunities.

This pathway establishes an explicit schedule for fleet replacement to meet regulatory requirements, explores zero-emission vehicle alternatives for hard-to-electrify vehicles, and provides plans for the installation of EV charging stations, including considerations for community access to the selected sites. Furthermore, our partner communities may receive tailored options for electric vehicle charging and networked service management to maximize savings and bolster grid reliability.

How does the Electric Fleet Transition pathway work?

Select a pathway and commit to receiving technical assistance and services. CPA will work with partner communities to understand priorities and establish the project's scope. CPA expects projects to be completed within a three-year timeframe.

1 Enroll

Select the Electric Fleet Transition pathway

2 Scope

Confirm priorities and project scope

3 Implement

Commence work to meet the specified deadline

For more information about the program or for help with enrollment, please email:
EnergerizedCommunities@cleanpoweralliance.org

Clean Power Alliance Energized Communities Program
Frequently Asked Questions

1. What is the Energized Communities program?

Energized Communities offers sustainability and decarbonization planning and project implementation assistance to CPA's partner communities at no additional cost. This program is designed to empower CPA communities and lead the way towards a more sustainable future. The program comprises two parts, the Pathways to Electrification offering pre-selected measures to support electrification, and the Innovation Grant. Funding for technical support and incentives will be available over three years to advance resiliency and grid management, electrification, and/or local procurement in our partner communities.

2. Why is CPA offering the Energized Communities program?

As a not-for-profit, we reinvest back into the communities we serve through customer programs. CPA is offering this program to help our partner communities electrify, meet climate and decarbonization goals, and better manage energy resources. Energized Communities is an opportunity to streamline the implementation of decarbonization projects for our partner communities that may not otherwise have the staffing or budget resources in place to move forward on these important measures.

3. How much funding is available?

The program plans to issue $10 million over three years through the projects outlined in the Pathways to Electrification and Innovation Grant. Each partner community can select one project area from the Pathways to Electrification, which will be funded up to $250,000 for technical services and project implementation. Partner Communities can also apply for up to two Innovation Grants over the three-year program period. Innovation Grant projects are competitive and may be awarded up to $250,000. CPA can expect to award eight Innovation Grants at the $250,000 grant amount.

4. What does the Pathways to Electrification program include?

Pathways to Electrification is made up of three project areas that CPA will administer: (a) Building Electrification Assistance, (b) Community EV Charging, and (c) Electric Fleet Transition. Each partner community can select one area and will receive technical assistance and implementation funding for all the services in that area (if needed). Each project is funded for services and incentives up to $250,000. As part of the Pathways to Electrification, CPA will provide technical assistance and will issue the remaining funding to partner communities once projects are implemented.

5. What does the Building Electrification Assistance pathway include?

Building Electrification Assistance includes technical assistance and funding to implement electrification measures at facilities selected by each participating partner community. The project will identify electric alternatives and prepare plans to implement these efficiency measures. CPA's technical support includes completing load analyses and determining if upgrades to electrical panels and electricity distribution infrastructure are needed. The project will also recommend funding incentives to offset some of the electric panel and infrastructure work, and the equipment costs.

6. What does the Community EV Charging pathway include?

Community EV Charging includes technical assistance with the planning and implementation of publicly accessible EV charging infrastructure, including funding to install these EV chargers. This pathway will include project design and management services to remove barriers to providing additional EV charging infrastructure to the community.

7. What does the Electric Fleet Transition pathway include?

Electric Fleet Transition includes technical assistance with planning and implementation for municipal fleets, including funding that can be used to offset the cost of the vehicles and charging infrastructure. Services will include a fleet inventory assessment to develop zero-emission vehicle transition plans for each participating partner community, providing a fleet replacement schedule and options for hard-to-electrify vehicles. This pathway also includes an energy needs and site assessment for the proposed electric fleet, and site design plans for charging infrastructure at key facilities.

8. What do CPA's partner communities have to do to participate in the Energized Communities program?

To participate, each partner community will select a project area from the Pathways to Electrification, or submit a project application for the Innovation Grant, and sign a participation agreement. CPA will work with each partner community to align program priorities with the proposed scope of work. Partner communities may need to work with their city council or board of supervisors to seek approval to apply for this program, and to receive funds from CPA.

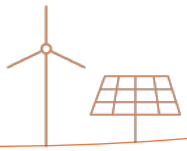
9. Is there a deadline to submit applications?

Each partner community can choose one project from the Pathways to Electrification during the three-year course of the program, and there is no deadline to apply once the Energized Communities program launches in Spring 2024. Funding will be reserved for each partner community to account for different implementation timetables in each agency.

10. What is the Energized Communities Innovation Grant?

The Innovation Grant is designed to offer additional funding to address a range of sustainability projects from grid management and resiliency, to electrification and local procurement –or a combination of these– based on the community's needs. Each partner community is eligible to submit a project in these areas to implement solutions in their community. Potential projects include electrification for affordable housing, such as heat pump installations, rebate programs to encourage the switch to electric equipment or permit streamlining to support electrification projects.

There will be two application periods for the Innovation Grant, and criteria and timeline information will be announced. Each partner community is eligible to apply for two grants over the three-year program period for funding up to $250,000 for each project.



ELECTRIC FLEET TRANSITION PROGRAM PARTICIPATION AGREEMENT

This Electric Fleet Transition Program Participation Agreement ("Agreement"), made as of the last date signed below (the "Effective Date"), by and between the City of Carson ("Participant"), and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program ("CPA"), referred to individually or collectively as "Party" or "Parties," is to enroll Participant in the CPA Energized Communities Program for Electric Fleet Transition, described in more detail below.

RECITALS

WHEREAS, CPA has launched the Energized Communities Program ("Energized Communities") to assist CPA's member agencies with the implementation of building and transportation electrification measures to reduce dependence on fossil fuels and reach sustainability and decarbonization goals by providing financial and technical support;

WHEREAS, as part of the Energized Communities program offering, CPA desires to support transportation electrification efforts in its service territory through the CPA Energized Communities Program for Electric Fleet Transition ("Program"), which seeks to help Participant develop and implement electrical vehicle ("EV") fleet transition measures that will result in increased EV charging infrastructure, and reductions in greenhouse gas emissions;

WHEREAS, to implement the Program, CPA has entered into the Professional Services Agreement, dated as of March 7, 2024, by and between Optony, Inc. ("Optony") and CPA, under which Optony will provide technical support for Participant as it engages in efforts to develop, draft, review, and/or implement Participant's fleet electrification measures;

WHEREAS, CPA intends to make Optony or a successor consultant ("Contractor") available to Participant and other CPA member agencies to support Participant as it engages in its own effort to develop, draft, review, and/or implement Participant's fleet electrification measures;

WHEREAS, Participant desires technical support from Contractor as Participant develops, drafts, reviews, and/or implements fleet electrification measures; and

WHEREAS, Participant may seek financial support provided by CPA to offset the cost of implementing fleet electrification measures as agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

AGREEMENT

1. **Term.** This Agreement begins on the Effective Date and ends on June 30, 2029 ("Term").

2. **Termination.** Any Party may terminate this Agreement for convenience and without liability to the other Party upon giving the other Party thirty (30) days prior written notice.

3. **CPA Obligations.** CPA agrees to perform the services and provide financial reimbursement to Participant, as detailed in Exhibit A, Electric Fleet Transition – Program Terms and Conditions, attached hereto.

4. **Participant Obligations.** Participant agrees to the obligations detailed in Exhibit A attached hereto.

5. **NO LIABILITY; NO REPRESENTATION OR WARRANTY; INDEMNITY.**

    a. CPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO (1) SERVICES PROVIDED BY CONTRACTOR TO PARTICIPANT AND (2) ANY FLEET ELECTRIFICATION MEASURES IMPLEMENTED BY PARTICIPANT.

    b. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE OTHER PARTY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, AND/OR JUDGMENTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS THAT MAY DIRECTLY OR INDIRECTLY ARISE AND/OR RESULT FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION SHALL BE ONLY IN PROPORTION TO AND TO THE EXTENT THAT SUCH CLAIMS, JUDGMENTS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, LIABILITIES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, AND ITS OFFICERS, EMPLOYEES, INVITEES, OR AGENTS. NOTWITHSTANDING THE FOREGOING, CPA SHALL BE UNDER NO OBLIGATION WHATSOEVER TO INDEMNIFY PARTICIPANT OR HOLD PARTICIPANT HARMLESS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COSTS, OR DISBURSEMENTS AS A RESULT OF PARTICIPANT'S CONSIDERATION, DEVELOPMENT, REVIEW, DRAFTING, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES.

c. LIMITATION OF LIABILITY. CPA SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, OR EXEMPLARY DAMAGES FOR ANY CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S DEVELOPMENT, DRAFTING, REVIEW, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES, ANY SERVICES PROVIDED BY CONTRACTOR, AND/OR ANY OTHER CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE.

6. **Insurance.**

a. The Parties agree to provide and maintain throughout the Term of this Agreement, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees, and contractors for the Term of this Agreement. This insurance shall include general liability insurance with coverage limits of $2,000,000 per occurrence and $2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of $4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Participant's commercial general liability policy, and Participant's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

b. Participant agrees to maintain throughout the Term of this Agreement, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than $1,000,000 per occurrence for bodily injury and property damage.

c. The Parties agree to maintain throughout the Term of this Agreement, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than $1,000,000 per occurrence for bodily injury or disease.

d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured

endorsement issued by the insurance company or program of self-insurance.

e. CPA may waive or change any of the requirements in this Section 6, upon mutual agreement with the Participant.

f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 5.

7. **Publicity.** Participant acknowledges and agrees that implementation of the Program may be publicized and included in marketing materials by CPA and Contractor. Each Party shall make best efforts to display or utilize the words "Clean Power Alliance" and "City of Carson" in all marketing materials, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible); *provided*, that CPA may omit "City of Carson" from CPA marketing materials when publicizing the Electric Fleet Transition offering generally and not specifically with respect to (a) this Agreement or (b) Participant's participation in the Program. Any publicity or marketing materials, including those mentioned above, that include CPA or Participant logos must be reviewed and approved by both Parties before issuance, subject to the proviso in the preceding sentence. Each Party agrees to provide the other Party with reasonable time for review before such issuance.

   Participant shall include CPA's logo and a statement acknowledging CPA funding of electrification measures on any equipment, including vehicles, and project signage. Statements shall be provided by CPA and placement of such statement shall be agreed to by both Parties. Where CPA and Participant logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size.

8. **General Provisions.**

   a. Entire Agreement. This Agreement represents the full and complete understanding between the Parties as to the subject matter of this Agreement and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of this Agreement.

   b. Amendment. Any amendment to or modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement.

   c. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuit filed in relation to this Agreement must be filed with the Superior Court for the County of Los Angeles, State of California.

   d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this

Agreement.

e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

f. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.

g. Severability / Partial Invalidity. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

h. Survival. All provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the indemnification requirement in Section 5.

i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:
Joanne O'Neill
Director, Customer Programs
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
joneill@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

EnergizedCommunities@cleanpoweralliance.org

To Participant:
Reata Kulcsar

Energy and Sustainability Officer
City of Carson
701 E. Carson Street, Carson, CA 90745
rkulcsar@carsonca.gov

j. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

k. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.

_____
Ted Bardacke
Chief Executive Officer
Clean Power Alliance of Southern California
Date:

_____
David C. Roberts, Jr.
City Manager
City of Carson
Date:

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

Exhibit A

Electric Fleet Transition - Program Terms and Conditions

1. **CPA Obligations**

   a. CPA will make commercially reasonable efforts to ensure the availability of Contractor to provide the Technical Services (as defined below). CPA does not guarantee (a) that Contractor will be able to perform all duties that Participant staff would otherwise perform, or (b) that participation in the Program ensures implementation of fleet electrification measures.

   b. CPA will provide financial reimbursement to Participant in an amount (i) no greater than $250,000 (two hundred fifty thousand dollars) and (ii) to be specified in the Project Scope and Budget, as defined below.

   c. CPA will monitor the technical support provided by Contractor and help coordinate fleet electrification efforts with regional stakeholders.

2. **Participant Obligations**

   a. Data, Point of Contact, and Access. Within twelve (12) months of Effective Date, Participant agrees to provide requested data and a dedicated point of contact to CPA and Contractor for coordination purposes throughout the Program. Participant agrees to coordinate visits to its facilities with CPA and Contractor, as needed, to collect information to prepare site designs and EV charging infrastructure installation plans.

   b. Scope and Budget. Participant shall commit to a project scope and budget ("Project Scope and Budget") that plans to acquire EVs into the agency's fleet, construct charging infrastructure, and/or install EV charging ports, within three years from the initial project launch meeting with CPA and Contractor, substantially in the form of Exhibit B, Form of Project Scope and Budget, attached to the Agreement. Participant acknowledges and agrees that it shall not be eligible to receive Technical Services or Project Funding (as such terms are defined below) until CPA and Participant mutually agree upon the Project Scope and Budget.

   c. Technical Services. Within twelve (12) months of Effective Date, Participant shall specify which of the following services ("Technical Services") will be requested from the Contractor in the Project Scope and Budget:
      i. Fleet replacement plan.
      ii. Energy needs assessment.
      iii. Charging infrastructure plan for one or more locations.
      iv. Permit-ready site designs.

v. Managed charging assessment to analyze optimized and non-optimized EV charging costs.
vi. Funding package overview to identify rebate and funding opportunities appropriate for the project, including a summary of the CPA funds available to implement the project recommendations ("Funding Memo").

d. Project Funding. Participant shall specify expected use of funding for project implementation ("Project Funding") and make that request from CPA in the Project Scope and Budget.
    i. The following expenses are eligible for Project Funding from CPA:
        1. Electric vehicles purchase.
        2. EV charging equipment, including warranties, service contracts, and/or subscription fees.
        3. Installation costs for EV infrastructure.
        4. Managed Charging (as defined below) services and equipment.
        5. Construction costs for charging infrastructure.
        6. Additional expenses to be determined and approved by CPA in its sole discretion.
    ii. Participant acknowledges and agrees that any costs for construction and installation of charging infrastructure that are not agreed upon under the Project Scope and Budget shall be borne by Participant.
    iii. Warranties and operations support for equipment and any energy management systems will be the responsibility of the Participant to arrange for with the specific vendors of those systems.
    iv. If Participant elects to receive Project Funding for the purchase of fleet vehicles or EV charging equipment to meet its fleet electrification objectives, it must meet the following requirements:
        1. Participants that elect to receive funding for the purchase of EVs or EV charging equipment will be required to enroll in a managed charging service ("Managed Charging") for at least three years [or otherwise acknowledge the agency's fleet will avoid charging vehicles during peak periods where feasible]. The following options are available to satisfy Participant's obligation to enroll in Managed Charging:
            a. Enrollment in a managed charging program offered by CPA.
            b. Enrollment in managed charging services to be provided by Contractor.
            c. Enrollment in a managed charging program offered by a third party, subject to CPA's prior written approval.
            d. Creation of a charging schedule and optimization plan, subject to CPA's prior written approval.
        2. Fleet vehicles purchased using funding provided under this Agreement must be owned by Participant.

v. Participant is allowed to combine Project Funding from CPA with funding from other organizations and sources, including, but not limited to, investor-owned utilities, South Coast Air Quality Management District, rebates, and state and federal grants. Participant shall inform CPA if grants and other funding related to the project scope are received. Participant agrees and acknowledges that in no event shall the combined funding from CPA and third parties exceed 100% of total project costs, as specified in the Funding Memo. Should such situation arise, the Parties will review the Project Scope and Budget to consider amendments and/or a reduction in Project Funding.

vi. Reimbursement. Participant shall submit appropriate documentation to request reimbursement for measures as specified in the agreed upon Project Scope and Budget substantially in the form of Exhibit C, Form of Reimbursement Request, attached to the Agreement.

e. Intellectual Property. Participant agrees and acknowledges that all tools, templates, and other resources generated by the Contractor during the implementation of the Program will be the intellectual property of CPA.

f. CPA Customer. As of the Effective Date, Participant represents and warrants that Participant is a CPA public agency customer and acknowledges and agrees that Participant is required to continue to be a CPA public agency customer in order to be eligible to receive services and financial reimbursement under this Agreement.

g. Notice to Proceed. Participant shall provide to CPA a written notice to proceed ("Notice to Proceed") to commence charging infrastructure plans and site design services prior to Contractor commencing work on the Technical Services specified in Section 2.c.iii and 2.c.iv. The Notice to Proceed shall indicate that the Participant intends to move forward with constructing charging infrastructure.

h. Fleet Composition, Facilities Information, and Energy Data. Participant agrees to share information with CPA and Contractor regarding fleet composition and usage, including asset inventories, fueling records, duty cycles, mileage readings, etc., as available, facilities information including as-builts or architectural designs, panel schedules, single-line diagrams, as available, and historical energy data for facilities that may install charging.

i. Ongoing Data: Participant agrees to provide CPA access to EV charging data through the charging operator's online portal or other system to be determined, and share EV charging data with CPA during the Term of this Agreement.

Exhibit B

Form of Project Scope and Budget

Following the terms provided in the Participation Agreement, the specific Project Scope and Budget for Participant will be submitted to CPA substantially in the form illustrated below.

Fleet size is based on the total number of vehicles in the fleet and is determined when the scope and budget for the project are finalized.

Table: Project Scope and Budget

Contractor Services Provided	**Services Selected by Participant**	**Budget for Small Fleet Services (less than 100 vehicles)[1]**	**Budget for Medium Fleet Services (100-300 vehicles)**
Fleet Replacement Plan	None		
Energy Needs Assessment	None		
Charging Infrastructure Plan (for selected facilities listed here)	None		
Site-visit	None		
Permit-ready site designs (per site)	None		
Funding package overview	None		
Managed Charging (Charging Schedule and Optimization Plan)	None		
Subtotal for Technical Services			
Summarize how Participant intends to use Project Funding to implement recommendations (refer to eligible expenses in Exhibit A).	No Technical Services requested.		
Subtotal for Project Funding	$250,000		

Indicate if Participant elects to receive Project Funding only for electric vehicle and/or equipment purchase and not for Technical Services. Summarize how the funds will be used here. Participant will follow requirements in Exhibits A and C.	The City will request a funding reimbursement to cover costs related to the increase in electricity expenses from charging fleet vehicles. The City will also request a funding reimbursement to offset the costs of purchasing 5 electric vehicles for the City's fleet as summarized below. $25,000 fleet charging cost (reimbursement) – these funds are essential for supporting the increase in the City's fleet charging costs, as they will offset the expenses associated with charging the City's electric vehicle (EVs) fleet, making the shift to cleaner energy more financially viable for the City. Each EV will be assigned a dedicated RFID-enabled fob for tracking and managing charging sessions, ensuring efficient usage and accurate cost allocation. This system helps streamline operations while promoting sustainability and reducing emissions. The City will submit the electricity cost information for the EV fleet gathered from the RFID tracking system with the request for funding reimbursement. $225,000 to purchase five (5) electric vehicles. These funds will also be critical for the procurement of EVs to support the City's sustainability goals. While the exact make and model are still to be determined, each vehicle is estimated to cost approximately $45,000. These funds will help reduce the financial burden of transitioning to EVs, enabling the City to make cost-effective investments in cleaner transportation. The City will submit the proposed vehicle purchase order to CPA for approval prior to commencement of vehicle procurement. The City will also provide information on fleet composition and usage to CPA to determine fuel cost savings and emissions reductions from the transition to EVs.
Total Budget Requested	$250,000

Exhibit C

Form of Reimbursement Request

Participant will submit a W-9, and any invoices, receipts, or other appropriate documentation to show paid expenditure of funds, along with the reimbursement request for measures, as specified in the agreed upon Project Scope and Budget. A reimbursement request with the information noted in the table below will be submitted to CPA for approval. CPA will notify the Participant of approval and forthcoming repayment.

Reimbursement Request Form

Fleet Electrification Measure	**Reimbursement Amount Requested**	**Documentation Provided (Invoice, Purchase Receipt, etc.)**	**Total Project Funding Budget Assigned***	**Remaining Budget**
Electric vehicle purchase				
EV charging equipment, including warranties, service contracts, and/or subscription fees				
Installation costs for EV infrastructure				
Managed Charging (energy management) subscription and/or equipment costs				
Construction costs for charging infrastructure				
Additional expenses to be determined and approved by CPA				
Total Amounts				

*Project Funding budget refers to the budget amount remaining following the completion of Technical Services, as outlined in Exhibit A and Exhibit B.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT (21-080) WITH VERNE'S PLUMBING, INC., FOR THE TESTING, REPAIR AND REPLACEMENTOF CITY-OWNED BACKFLOW PREVENTION DEVICES (CITY COUNCIL)

I. SUMMARY

On June 1, 2021, the City entered into a three-year contract with Verne's Plumbing, Inc. to provide testing and repair services for backflow prevention devices owned by the City. The contract can be extended for an additional two one-year periods. The contract award was made in response to RFP 21-013. On November 7, 2023, the City Council approved Amendment No. 1 to the Agreement (Exhibit 2), to exercise the first one-year extension option at $16,667 with an additional $27,526,31 to replace damaged backflow prevention devices resulting in the total adjusted contract sum of $94,193.31.

Staff is now requesting that City Council approve Amendment 2 (Exhibit No. 1) to this contract, to exercise the City's second option to extend the terms of this agreement for one year at a pre-established not to exceed cost of $16,667. This amendment would increase the total contract sum to $110,860.31 and extend the term to May 30, 2026.

II. RECOMMENDATION

1. APPROVE Amendment No. 2 to the Agreement for Contract Services by and between the City of Carson and Verne's Plumbing, Inc. to increase the contract sum by $16,667 such that the total cost of the Contract Agreement does not exceed $110,860.31, and extend the term of the agreement by one year to May 30, 2026.
2. AUTHORIZE the Mayor to execute the amendment after approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 2 to the Agreement for Contract Services.
2. DO NOT APPROVE the extension of the service contract.
3. TAKE another ACTION the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

The City is responsible for maintaining over 100 backflow prevention devices throughout Carson. These devices are located in public areas such as parkways, medians, parks, and City facilities. The purpose of these devices is to prevent contaminated water from flowing back into the potable water supply, which can happen if there is a sudden pressure drop in the water line. Backflow can cause serious health hazards by contaminating the public drinking water supply. However, backflow prevention devices eliminate this hazard and ensure that the public drinking water is safe.

Under Title 17 of the California Code of Regulations, backflow preventers must be tested at least once every year. The local health agency or water supplier may require more frequent testing if necessary. The water supplier requires the City to follow a regular schedule for testing these devices.

Staff requests that the City Council approve Amendment No. 2 to the contract with Verne's Plumbing, Inc. for the continued certification and repair of several damaged backflow prevention devices. The ongoing maintenance of these devices is critical for compliance with regulations particularly for devices located at City facilities and various center medians. The total amount needed for the additional one year extension totals $16,667 adjusting the total contract sum to $110,860.31.

V. FISCAL IMPACT

Funds required to implement these contracts are included in the FY 2024-25 General Fund budget account no. 101-80-840-110-6004.

VI. EXHIBITS

1. Verne's Plumbing Inc. Amendment No. 2
2. Verne's Plumbing Inc. Amendment No. 1

Prepared by: Freddy Loza, Public Works Superintendent – Facilities and Fleet

Attachments

Exhibit 1 Verne's Plumbing Amendment 2.pdf
Exhibit 2 - C-21-080 - VERNE'S PLUMBING AMENDMENT NO. 1 2023 DEC 5.pdf

AMENDMENT NO. 2

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and VERNE'S PLUMBING, INC, a California corporation ("Contractor"), is effective as of the _____ day of _____, 2024.

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated June 1, 2021 ("Agreement") whereby Contractor agreed to provide certain plumbing repair work ("Project"), for a three (3) year term expiring May 30, 2024, with two (2) one (1) year options to extend to be exercised at City's discretion.

B. The Contract Sum under the Agreement is $50,000 for the three (3) year term, and an additional $16,667 per each one (1) year extension period.

C. On December 4, 2023, the City and Contractor entered into an amendment to the Agreement ("Amendment No. 1") for repair of backflows at various center medians and replacement of valve and backflow devices that were irreparably damaged, with one of these devices being a large 6-inch cast iron backflow responsible for the fire suppression system at the Community Center, while the remaining devices are small 2-inch brass or PVC lines that serve center medians (collectively, "Additional Services"). The cost of such Additional Services was $27,526.31. Amendment No. 1 also extended the Agreement term by one (1) year with the City exercising the first of its two one (1) year extension options, thereby increasing the Contract Sum to $94,193.31 and extending the Term to May 30, 2025.

D. Now, City and Contractor seek to enter into this Amendment No. 2 to reflect City's exercise of its second and final extension option, which will increase the Contract Sum to $110,860.31 and extend the Term to May 30, 2026.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~):

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total

compensation not to exceed ***One Hundred Ten*** ~~**Ninety Four**~~ **Thousand *Eight*** ~~**One**~~ **Hundred *Sixty*** ~~**Ninety Three**~~ **Dollars and Thirty One Cents** (***$110,860.31*** ~~**$94,193.31**~~) ("**Contract Sum**") for completion of the work, including all Services~~, for the initial three-year term of this Agreement, and not to exceed $16,667 per one-year extension period exercised pursuant to Section 3.1~~."

B. Section 3.1 (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

"**3.1 Schedule of Performance.**

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed in accordance with the "Schedule of Performance, attached hereto as Exhibit "D" and incorporated herein by reference, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire ***five*** ~~four~~ (**5**~~4~~) years following the Effective Date, except as otherwise provided in the Schedule of Performance. ~~The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the term of this Agreement for one (1) one-year extension periods upon execution of a duly-approved written amendment to this Agreement.~~"

C. Section IV. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"**IV. The total compensation for the Services shall not exceed *$110,860.31*** ~~**$94,193.31, and shall not exceed $16,667 per one-year extension period, as provided in Section 2.1 of this Agreement**~~**.**"

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first written above.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

VERNE'S PLUMBING, INC.,
a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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- ☐ CORPORATE OFFICER

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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

AMENDMENT NO. 1

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and VERNE'S PLUMBING, INC, a California corporation ("Contractor"), is effective as of the 4th day of December, 2023.

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated June 1, 2021 ("Agreement") whereby Contractor agreed to provide certain plumbing repair work ("Project"), for a three (3) year term expiring May 30, 2024, with two (2) one (1) year options to extend to be exercised at City's discretion.

B. The Contract Sum is $50,000 for the three (3) year term, and an additional $16,667 per each one (1) year extension period.

C. The City is now in need of repairing backflows at various center medians and replacing valve and backflow devices that have been irreparably damaged, with one of these devices being a large 6-inch cast iron backflow that is responsible for the fire suppression system at the Community Center, while the remaining devices are small 2-inch brass or PVC lines that serve center medians (collectively, "Additional Scope"). The cost of such Additional Scope is $27,526.31.

D. The City and Contractor now desire to amend the Agreement to expand the Scope of Services to include the Additional Scope and extend the Agreement term by one (1) year. The result will be to increase the Contract Sum to $94,193.31 and extend the Term to May 30, 2025.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~):

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

> **"2.1 Contract Sum.**
>
> Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation not to exceed ~~**Fifty**~~ ***Ninety Four*** **Thousand** ***One Hundred Ninety Three*** **Dollars** ***and Thirty One Cents*** (***$94,193.31***~~**$50,000**~~) ("**Contract Sum**") for completion of the work, including all Services, for the initial three-year term of this

Agreement, and not to exceed $16,667 per one-year extension period exercised pursuant to Section 3.1"

B. Section 3.1 (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

"**3.1 Schedule of Performance.**

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed in accordance with the "Schedule of Performance, attached hereto as Exhibit "D" and incorporated herein by reference, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire ***four (4)*** ~~**three (3)**~~ years following the Effective Date, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the term of this Agreement for ~~up to two~~ ***one*** (~~2~~) one-year extension periods upon execution of a duly-approved written amendment to this Agreement."

C. Section I.C. is hereby added to Exhibit "A" (Scope of Services) of the Agreement to read in its entirety as follows:

See attached.

D. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached Exhibit "C."

E. Exhibit "D" (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

See attached Exhibit "C."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first written above.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

VERNE'S PLUMBING, INC.,
a California corporation

By: _____, President 11-10-2023
Name: Lawrence J. Verne
Title: President

By: _____, Secretary 11-10-2023
Name: Shari C. Ferguson
Title: Secretary

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ~~LOS ANGELES~~ ORANGE

On 11-10-23, 2023 before me, Barbara R. Verne, NP, personally appeared Sheri C. Ferguson, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Barbara R. Verne

BARBARA R. VERNE
COMM. #2432916
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Expires Jan. 27, 2027

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF ~~LOS ANGELES~~ ORANGE

On 11-10-23, 2023 before me, Barbara R. Verne, personally appeared Lawrence J. Verne, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Barbara R. Verne

BARBARA R. VERNE
COMM. #2432916
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Expires Jan. 27, 2027

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

I.C. Contractor shall prepare the following Services to repair backflows at various center medians and replace valve and backflow devices that have been irreparably damaged, with one of these devices being a large 6-inch cast iron backflow that is responsible for the fire suppression system at the Community Center, while the remaining devices are small 2-inch brass or PVC lines that serve center medians (Additional Services).

TO City of Carson
18620 S. Broadway
Carson, CA 90745

Job: 701 E Carson St

QUOTE DATE	VALID THRU	FOR	PAGE
9/11/2023	10/10/2023	Valve Replacement	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Price Includes: All labor and material to replace the #1 shut off valve for the 6" CLA-VAL Model D. Serial number TL86. Price includes test and certification.	2,879.84	2,879.84*

TO City of Carson
18620 S. Broadway
Carson, CA 90745

Job: Carson and Civic Plaza Dr

QUOTE DATE	VALID THRU	FOR	PAGE
9/11/2023	10/10/2023	Backflow Replacement	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Price Includes: All labor and material to replace the 6" Febco 805YD backflow device, serial number B5455 and install a new 6" Wilkins 350 ASTDAR bacfklow device. Price includes test and certification.	9,875.00	9,875.00*

TO City of Carson
18620 S. Broadway
Carson, CA 90745

Job: 102 W Del Amo Blvd S/W Corner

QUOTE DATE	VALID THRU	FOR	PAGE
9/13/2023	10/12/2023	Backflow Install	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Price Includes: All labor and material to install a new 2" Febco 825YA backflow device. Demo the concrete to install new copper risers. Patch the concrete. Provide traffic control. Test and certify the backflow device.	7,525.00	7,525.00*

TO City of Carson
18620 S. Broadway
Carson, CA 90745

Job: S/S Glenn Curtis/Wilmington

QUOTE DATE	VALID THRU	FOR	PAGE
9/13/2023	10/12/2023	Backflow Install	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Price Includes: All labor and material to demo the concrete pad, install new copper risers, install a new 2" Wilkins 375 backflow device, pour a new concrete pad, install a backflow cage.	6,125.00	6,125.00*

TO City of Carson
18620 S. Broadway
Carson, CA 90745

Job: Various Location

QUOTE DATE	VALID THRU	FOR	PAGE
9/29/2023	10/28/2023	Backflow Repairs	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
		Price Includes: All labor and material to repair the backflow devices listed below. Price also includes retest and certification.		
	1	16605 San Pedro 4" Wilkins 375 SN - X15264	741.77	741.77*
	1	905 Franke St 2" Febco 825Y SN - H25455	379.70	379.70*

EXHIBIT C

SCHEDULE OF COMPENSATION

I. **Contractor shall perform the following tasks at the following rates:**

	RATE	TIME/*UNIT*	SUB-BUDGET ~~(initial three-year term)~~
A. Backflow Test	$95.00 ea.	Per Device/*Unit*	$43,000
B. Repair of Backflow .5" to 1.25" (Exh. A, §I.B)	$105.00	Per Hour	$1,000
C. Repair of Backflow 1.50" to 2.00" (Exh. A, §I.B)	$105.00	Per Hour	$1,000
D. Repair of Backflow 2.50" to 3.00" (Exh. A, §I.B)	$105.00	Per Hour	$1,000
E. Repair of Backflow 4.00" to 6.00" (Exh. A, §I.B)	$105.00	Per Hour	$1,000
F. Repair of Backflow 8.00" to 10.00" (Exh. A, §I.B)	$105.00	Per Hour	$1,000
G. Emergency Services Repair work (Exh. A, §I.C)	$187.50	Per Hour	$1,000
H. Additional Fees and Charges (Exh. A, §I.B)	$105.00	Per Hour	$1,000
I. Replace Valve (Exh. A, §I.C) (Additional Services)	***$2,879.84 ea.***	***Per Device/Unit***	***$2,879.84***
J. Replace Backflow (Exh. A, §I.C) (Additional Services)	***$9,875.00 ea.***	***Per Device/Unit***	***$9,875.00***

K. Install Backflow (Exh. A, §I.C) (Additional Services)	*$7,525.00 ea.*	*Per Device/Unit*	*$7,525.00*
L. Install Backflow (Exh. A, §I.C) (Additional Services)	*$6,125.00 ea.*	*Per Device/Unit*	*$6,125.00*
M. Repair Backflow (Exh. A, §I.C) (Additional Services)	*$741.77 ea.*	*Per Device/Unit*	*$741.77*
N. Repair Backflow (Exh. A, §I.C) (Additional Services)	*$379.70 ea.*	*Per Device/Unit*	*$379.70*

II. **Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.12.**

III. **The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed *$94,193.31* ~~$50,000 for the initial three-year term of this Agreement~~, and shall not exceed $16,667 per one-year extension period, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all Services timely in accordance with the following schedule:

		Days/Time to Perform	Deadline Date
A.	**Conduct Annual Mandatory Backflow Tests (Exh. A, §I.A)**	Annually for each backflow prevention device	1 week following receipt by Contractor of Backflow Prevention Device Field Test Report Form from City
B.	**On-Call Services (Exh. A, §I(B)-(C), §2)**	Per Task Proposal in accordance with Exh. A, §II(B), and in compliance with Exh. A, §I(C) where applicable	Task Completion Date
C.	***Additional Services (Exh. A, §I.C)***	***After issuance of Notice to Proceed***	***90 days from issuance of Notice to Proceed***

V. Contractor shall deliver the following tangible work products to the City by the following dates.

A. See Exhibit A, Section III

VI. The Project Manager may approve extensions for performance of the Services in accordance with Section 3.2.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED SERVICE INSURANCE COMPANY	28304
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 310-790-1
VERNES PLUMBING INC
8561 WHITAKER ST
BUENA PARK, CA 90621-3129

COVERAGES **CERTIFICATE NUMBER: 275** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	9024869	05/17/2023	05/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	9024869	05/17/2023	05/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	9024870	05/17/2023	05/17/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

310-790-1 275 0
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224

Insurance Approved
DJ
08/08/23

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Nicholas R. Zoeve

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AGENCY CUSTOMER ID: 310-790-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		VERNES PLUMBING INC 8561 WHITAKER ST BUENA PARK, CA 90621-3129
POLICY NUMBER SEE CERTIFICATE # 275.0		
CARRIER SEE CERTIFICATE # 275.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 275.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSUREDS INCLUDE CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR PROJECT NO.675 (SEPULVEDA BRIDGE WIDENING PROJECT), PURSUANT TO SECTION 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES AND AUTHORIZING STAFF TO ADVERTISE FOR CONSTRUCTION (CITY COUNCIL)

I. SUMMARY

Project No. 675: Sepulveda Bridge Widening Project is one of the projects listed on the City's Capital Improvement Program (CIP) and funded by Measure M.

The Project consists of adding two additional traffic lanes on the bridge across Dominguez Channel and along Sepulveda Boulevard between Alameda Boulevard and Intermodal Way.

The Plans, Specifications, and Estimates (PS&E) for Project 675: Sepulveda Bridge Widening project have been completed and are ready for construction bids. The PS&E are on file in the City's Engineer's Office. The estimated construction cost is $12,760,000.

The City Council is requested to authorize staff to advertise the project for construction bids, and to record the Notice of Exemption to satisfy the California Environmental Quality Act's requirements.

II. RECOMMENDATION

TAKE the following actions:

1. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 675: Sepulveda Bridge Widening Project from Alameda Boulevard to Intermodal Way.

2. MAKE the California Environmental Quality act finding that the proposed Project No. 675: Sepulveda Bridge Widening Project from Alameda Boulevard to Intermodal Way is categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines.

3. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk and with the State Clearing House at the Governor's Office of Planning and Research for Project No. 675: Sepulveda Bridge Widening Project.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations. However, staff will not be able to proceed with the construction of the project.

2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

Project No. 675 is part of the Capital Improvement Program (CIP). This project is programmed to start in FY2024/25, and is funded with Measure M grant funds with an estimated construction cost of $12,760,000.

The Project consists of reconstruction of the existing roadway, adding two additional traffic lanes on the bridge across Dominguez Channel and along Sepulveda Boulevard between Alameda Boulevard and Intermodal Way (Exhibit No. 1), including retrofitting the structural pads of the existing bridge. This improvement will improve traffic capacity in the area that is heavily used for freight transport along the Sepulveda Corridor. Additional sidewalk and landscaping will be installed on both sides of the roadway as well between Alameda Boulevard and Intermodal Way which will help improve safety of the pedestrians and enhance the area and its infrastructure. It will also include the installation of new streetlights and trees, as well as upgrade to current standards to meet the Americans with Disabilities Act (ADA) requirements.

The city retained the services of RKA Consulting Group (RKA) to complete the plans, specifications, and estimate (PS&E) for this project. The plans and specifications for Project No.675 have been completed by RKA, reviewed by the Engineering Services Division of the Public Works Department and are now ready to be advertised for construction bids (Exhibit No. 2).

Based on California Environmental Quality Act (CEQA) guidelines, the proposed project is categorically exempt according to the following:

Section 15301 of the CEQA includes the type of existing facilities projects that are categorically exempt. The following sections apply:

- Section 15301 (a): Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.
- Section 15301 (b): Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

It is requested that the City Council authorize staff to advertise the project for construction bids, and to record the Notice of Exemption to satisfy the California Environmental Quality Act's requirements (Exhibit No. 3).

V. FISCAL IMPACT

No funding is being requested as part of this staff report. Staff is merely asking for authorization to advertise the work for construction bids. The preliminary estimated construction cost of the project is $12,760,000 and it is anticipated that Measure M will be used to cover the construction cost of this project. The Project is part of the 5-year CIP Plan for Fiscal Year 2024/25.

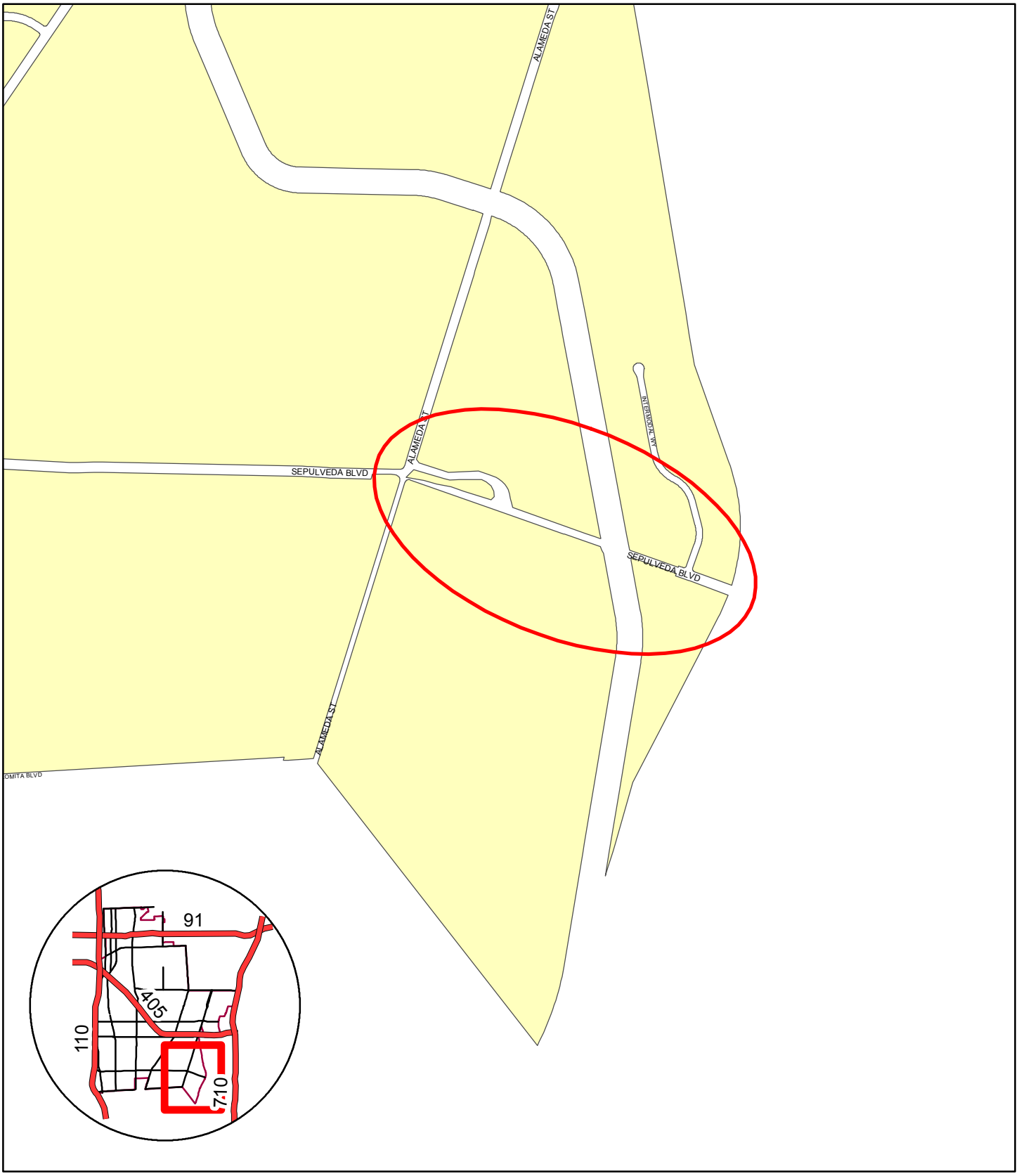
VI. EXHIBITS

1. Location Map
2. Plans, Specifications, and Estimate
3. Notice of Exemption

Prepared by: Kenneth Young, P.E., Senior Civil Engineer; Gilbert Marquez, P.E., City Engineer

Attachments

Location Map (2).pdf
Sepulveda Blvd Improvements PS&E 11-19-24.pdf
Notice of Exemption.pdf
Approved FY 24/25 CIP Plan



Location Map
Project No. 675
Sepulveda Boulevard Widening - Alameda Street to East City Limit

EXHIBIT NO. 1

Date Printed: Wednesday, December 19, 2012
MXD: G:\ENGINEERING DIVISION\Location Maps\MXDs\Proj675.mxd
PDF: G:\ENGINEERING DIVISION\Location Maps\Proj675.pdf

REVIEWED AND RECOMMENDED BY:	APPROVED BY:
KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE	GILBERT MARQUEZ, PE. DATE

CITY OF CARSON

PROJECT NO. 275

SEPULVEDA BOULEVARD

FROM

EAST OF ALAMEDA STREET TO EAST CITY LIMITS



DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE (ENGINEER) OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF CARSON IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS AN ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THESE IMPROVEMENTS.

Signature

Name of (Engineer)	: KURT R. PEDERSEN
License Number, Date	: 69745 11/18/24
Firm Name (Engineer)	: RKA Consulting Group
Address	: 398 Lemon Creek Dr #E, Walnut, CA 91789
Phone Number	: (909) 594-9702
Fax Number	: (909) 594-2658
Email Address	: KPEDERSEN@RKAGROUP.COM

UNDERGROUND SERVICE ALERT

CALL: TOLL FREE **811**

TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:

RKA CONSULTING GROUP

398 S. LEMON CREEK DRIVE - SUITE E - WALNUT - CA - 91789
(909) 594-9702 - FAX (909) 594-2658
WWW.RKAGROUP.COM

KURT R. PEDERSEN RCE 69745 11/18/24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –

FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
TITLE SHEET

PROJECT NO.	SHEET	PLAN NO.
275	1 of 36	T-1

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\LSTRA01.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MAJOR REVISION DATE: X
DRAWING LAST UPDATED: 2016-2-4
ALMAR PLOT DATE: X

PROJECT NO. 675
SEPULVEDA BOULEVARD
FROM
EAST OF ALAMEDA STREET TO EAST CITY LIMITS

REVIEWED AND RECOMMENDED BY: _____ KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

APPROVED BY: _____ GILBERT MARQUEZ, PE. DATE

TYPICAL ABBREVIATIONS

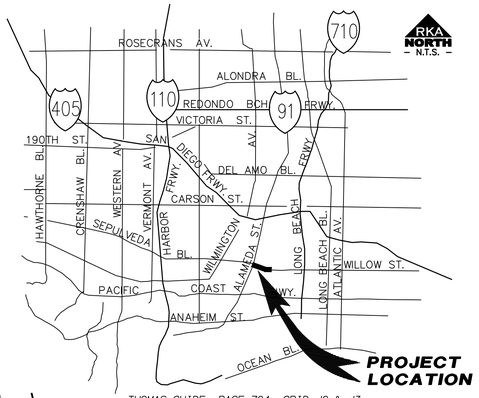
AC	=	ASPHALT CONCRETE	COC	=	CITY OF CARSON	J.S.	=	JUNCTION STRUCTURE	R/W	=	RIGHT OF WAY
BB	=	BEGIN BRIDGE	DWY	=	DRIVEWAY	LS	=	LIGHT STANDARD	S	=	SOUTH
BCR	=	BEGIN CURB RETURN	E	=	EAST	N	=	NORTH	S.D.	=	STORM DRAIN
BP	=	BOTTOM OF PIPE	EX/EXIST	=	EXISTING	N/A	=	NOT APPLICABLE	STA.	=	STATION
B.W.	=	BACK OF WALK	EB	=	END BRIDGE	NC	=	NOT IN CONTRACT	STD.	=	STANDARD
B.O.W.	=	BOTTOM OF WALL	ECR	=	END CURB RETURN	O	=	OIL	TP	=	TOP OF PIPE
CAB	=	CRUSHED AGGREGATE BASE	E.P.	=	EDGE PAVEMENT	P	=	PAVEMENT	T.W.	=	TOP OF WALL
C/C	=	CENTER TO CENTER	EW	=	EAST-WEST	P.B.	=	PULL BOX	TYP.	=	TYPICAL
C.B.	=	CATCH BASIN	F.H.	=	FIRE HYDRANT	PCC	=	PORTLAND CEMENT CONCRETE	VERT	=	VERTICAL
C.F.	=	CURB FACE	F.S.	=	FINISH SURFACE	P.P	=	POWER POLE	W	=	WEST
℄	=	CENTERLINE	G	=	GAS	PROP.	=	PROPOSED			
CLF	=	CHAIN LINK FENCE	GV	=	GAS VALVE	R	=	RADIUS			
			HORIZ	=	HORIZONTAL	RCP	=	REINFORCED CONCRETE PIPE			

GENERAL NOTES (REVISE ACCORDINGLY)

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF CARSON, STANDARD DRAWINGS, AMERICAN PUBLIC WORKS ASSOCIATION AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. (ALL LATEST EDITION)
2. CONSTRUCTION PERFORMANCE BOND SHALL BE POSTED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION PRIOR TO CONSTRUCTION PERMIT ISSUANCE. CONSTRUCTION BOND IS BASED ON ESTIMATED CONSTRUCTION COST AS REVIEWED AND APPROVED BY THE CITY ENGINEER.
3. CONSTRUCTION PERMIT FROM THE CITY OF CARSON ENGINEERING SERVICES DIVISION SHALL BE OBTAINED AT LEAST SEVEN (7) DAYS PRIOR TO PRE-CONSTRUCTION MEETING. (A TOTAL OF 21-DAYS PRIOR TO START OF CONSTRUCTION)
4. PRE-CONSTRUCTION MEETING SHALL BE COORDINATED AND COMPLETED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION AT LEAST 14-DAYS PRIOR TO START OF CONSTRUCTION.
5. THE CONTRACTOR SHALL NOTIFY THE ENGINEERING SERVICES FOR INSPECTION A MINIMUM OF 48-HRS PRIOR TO STARTING WORK AT (310) 952-1700 EXT. 1795
6. WORKING HOURS SHALL BE 9:00 AM TO 3:00 PM FOR ARTERIAL STREETS AND 7:00 AM TO 3:00 PM FOR LOCAL/RESIDENTIAL STREETS, UNLESS OTHERWISE APPROVED.
7. STAGING AREAS FOR CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. PEDESTRIANS AND/OR VEHICULAR ACCESS SHALL BE ALLOWED AT ALL TIMES, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER. PROHIBITING PEDESTRIAN AND/OR VEHICULAR ACCESS REQUIRES DETOUR AND/OR ACCESS CLOSURE PLANS SUBJECT TO REVIEW AND APPROVAL OF THE CITY ENGINEER.
9. OVERNIGHT TRAFFIC CONTROLS SHALL BE REVIEWED AND APPROVED BY TRAFFIC ENGINEER, PRIOR TO PRE-CONSTRUCTION MEETING. OTHERWISE TRAFFIC CONTROL SHALL BE PER CA M.U.T.C.D MANUAL, LATEST EDITION.
10. CONTRACTOR SHALL NOTIFY AFFECTED RESIDENTS, BUSINESSES AND AGENCIES 72-HOURS PRIOR TO START OF CONSTRUCTION, AT THE DISCRETION OF THE CITY ENGINEER.
11. DAMAGED EXISTING IMPROVEMENTS, NOT PART OF THE SCOPE OF WORK, SHALL BE PROTECTED IN-PLACE AND SHALL BE REPLACED IN KIND AT NO COST TO THE CITY, TO THE SATISFACTION OF THE CITY ENGINEER.
12. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
13. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
14. CONTRACTOR SHALL COORDINATE AND/OR OBTAIN NECESSARY PERMITS FROM AFFECTED AGENCIES.
15. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) 48-HRS PRIOR TO START WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT OWNER OF THAT UTILITY IMMEDIATELY.
16. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR ALL THE COST OF REPAIR OR REPLACEMENT.
17. CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS ON HAND AT ALL TIMES TO EXPEDITE ANY EMERGENCY REPAIR.
18. AS REQUIRED BY THE CITY ENGINEER, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION IS INCOMPLETE.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING CONSTRUCTION AMPLE MEANS AND DEVICES WITH WHICH TO PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL WATER FROM ANY SOURCE ENTERING THE EXCAVATION OR OTHER PARTS OF THE WORK.
20. CONTRACTOR SHALL COMPLY WITH ALL STORMWATER POLLUTION CONTROL PER BY REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) REQUIREMENTS, INCLUDING BUT NOT LIMITED TO BEST MANAGEMENT PRACTICE (BMPs)
21. CONTRACTOR SHALL APPLY FOR AND OBTAIN A TREE REMOVAL PERMIT WHEN DEMOLISHING AN EXISTING TREE WITHIN THE PUBLIC RIGHT-OF-WAY. REFER TO "EXHIBIT B" OF ARTICLE III, CHAPTER 9 OF THE CITY OF CARSON MUNICIPAL CODE AND CONTACT GREGORY MACDONALD, TREE AND CONCRETE MAINTENANCE SUPERVISOR, AT (310) 847-3500.
22. CONTRACTOR SHALL PROVIDE TREE PROTECTION FOR TREES WITHIN THE PUBLIC RIGHT-OF-WAY PER ARTICLE III, CHAPTER 9, SECTION 3928 OF THE CITY OF CARSON MUNICIPAL CODE.

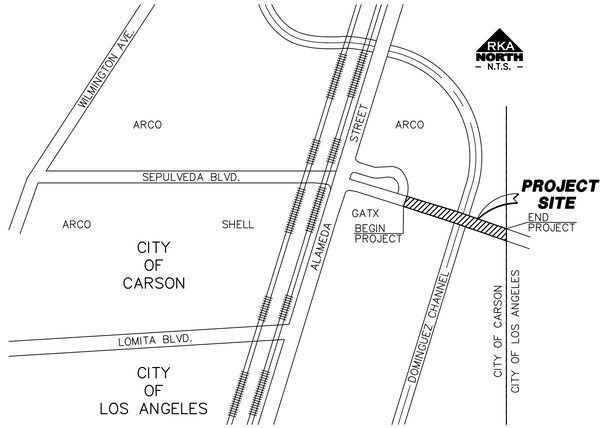
GENERAL STRIPING NOTES

1. *SIGNING AND STRIPING SHALL BE ACCORDING TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CMUTCD), LATEST EDITION.*
2. *ALL CONFLICTING SIGNING AND STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. ALL RAISED PAVEMENT MARKERS SHALL BE CERAMIC TYPE.*
3. *ALL ARROWS AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.*
4. *LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTER LINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPIATE.*
5. *STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.*
6. *PROPOSED LANE LINES SHALL MATCH EXISTING LANE LINES UNLESS OTHERWISE INDICATED.*
7. *FOR AREAS RECEIVING OVERLAYS, ALL EXISTING THERMOPLASTIC STRIPING SHALL BE SANDBLASTED AND REMOVED.*
8. *INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKERS AT 6" FROM THE STRIPED MEDIAN FOR ALL FIRE HYDRANT LOCATIONS WITHIN THE PROJECT.*

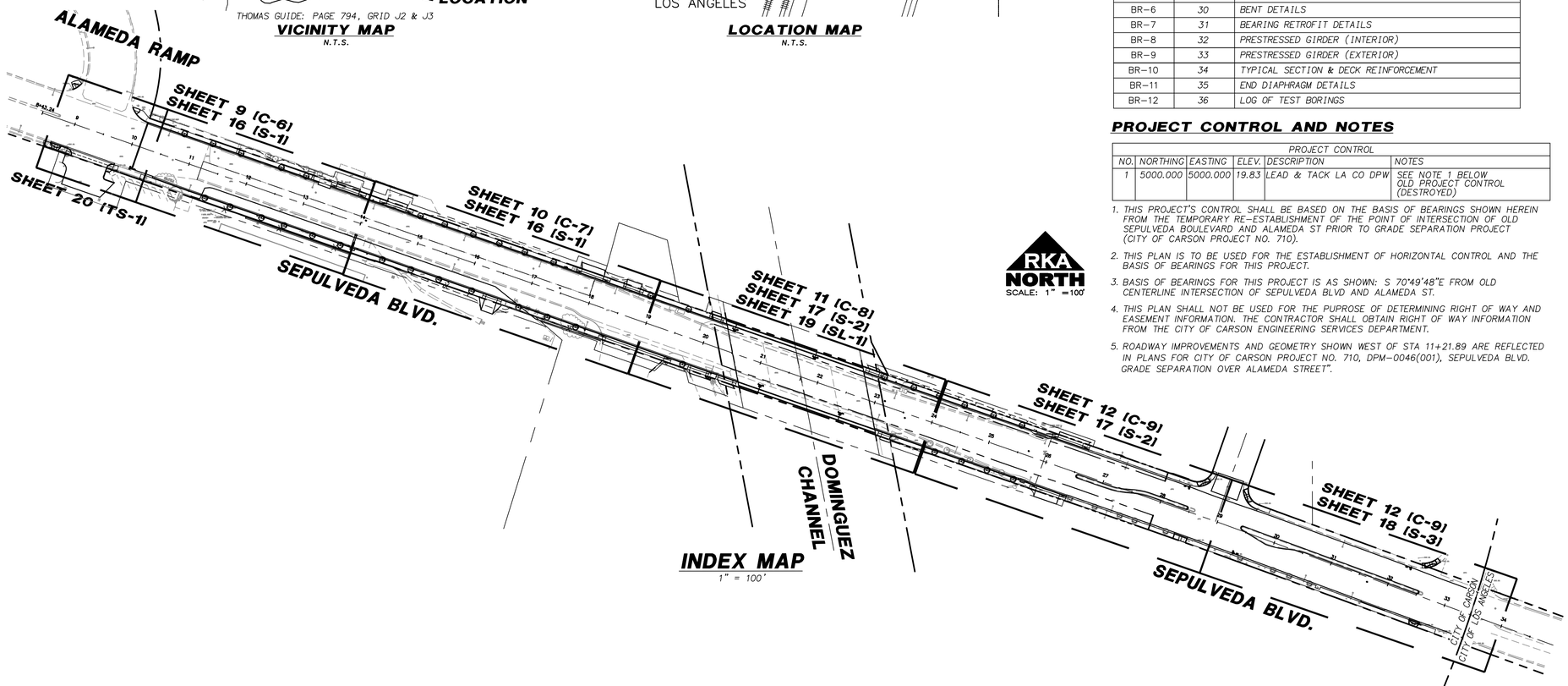


THOMAS GUIDE: PAGE 794, GRID J2 & J3

VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.



INDEX MAP
1" = 100'

SHEET INDEX

DWG NO.	SHT. NO.	PLANS
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T-3	3	CONSTRUCTION NOTES
C-1	4	TYPICAL SECTION
C-2	5	S.D. CONN. STA. 25+75
C-3	6	S.D. CONN. STA. 9+00 OF SEPULVEDA/DOMINGUEZ DRAIN
C-4	7	WALL PROFILE AND DETAILS, 11+21 TO 14+75
C-5	8	WALL PROFILE AND DETAILS, 16+70 TO 18+40
C-6	9	PLAN & PROFILE STA. 9+00.00 TO STA. 14+00.00
C-7	10	PLAN & PROFILE STA. 14+00.00 TO STA. 19+00.00
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C-11	14	EXISTING UTILITY PLAN
C-12	15	EXISTING UTILITY CROSS-SECTION PLAN
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S-3	18	SIGNING AND STRIPING PLAN STA. 30+10 TO STA. 34+00
SL-1	19	BRIDGE LIGHTING PLAN STA. 20+00 TO STA. 23+50
TS-1	20	TRAFFIC SIGNAL PLAN SEPULVEDA BLVD. & ALAMEDA RAMP
TS-2	21	T.S.P. SEPULVEDA BLVD. & INTERMODAL WAY & ICTF DWY.
BR-1	22	BRIDGE GENERAL PLAN
BR-2	23	FOUNDATION PLAN & PILE DETAILS
BR-2A	24	CHANNEL DETAILS
BR-2B	25	BRIDGE DETAILS
BR-3	26	ABUTMENT DETAILS NO. 1
BR-4	27	ABUTMENT DETAILS NO. 2
BR-5	28	ABUTMENT DETAILS NO. 3
BR-5A	29	ABUTMENT DETAILS NO. 4
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BR-7	31	BEARING RETROFIT DETAILS
BR-8	32	PRESTRESSED GIRDER (INTERIOR)
BR-9	33	PRESTRESSED GIRDER (EXTERIOR)
BR-10	34	TYPICAL SECTION & DECK REINFORCEMENT
BR-11	35	END DIAPHRAGM DETAILS
BR-12	36	LOG OF TEST BORINGS

PROJECT CONTROL AND NOTES

PROJECT CONTROL					
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION	NOTES
1	5000.000	5000.000	19.83	LEAD & TACK LA CO DPW	SEE NOTE 1 BELOW OLD PROJECT CONTROL (DESTROYED)

1. *THIS PROJECT'S CONTROL SHALL BE BASED ON THE BASIS OF BEARINGS SHOWN HEREIN FROM THE TEMPORARY RE-ESTABLISHMENT OF THE POINT OF INTERSECTION OF OLD SEPULVEDA BOULEVARD AND ALAMEDA ST PRIOR TO GRADE SEPARATION PROJECT (CITY OF CARSON PROJECT NO. 710).*
2. *THIS PLAN IS TO BE USED FOR THE ESTABLISHMENT OF HORIZONTAL CONTROL AND THE BASIS OF BEARINGS FOR THIS PROJECT.*
3. *BASIS OF BEARINGS FOR THIS PROJECT IS AS SHOWN: S 70°49'48"E FROM OLD CENTERLINE INTERSECTION OF SEPULVEDA BLVD AND ALAMEDA ST.*
4. *THIS PLAN SHALL NOT BE USED FOR THE PUPROSE OF DETERMINING RIGHT OF WAY AND EASEMENT INFORMATION. THE CONTRACTOR SHALL OBTAIN RIGHT OF WAY INFORMATION FROM THE CITY OF CARSON ENGINEERING SERVICES DEPARTMENT.*
5. *ROADWAY IMPROVEMENTS AND GEOMETRY SHOWN WEST OF STA 11+21.89 ARE REFLECTED IN PLANS FOR CITY OF CARSON PROJECT NO. 710, DPM-0046(001), SEPULVEDA BLVD. GRADE SEPARATION OVER ALAMEDA STREET".*

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT, CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
GENERAL NOTES AND INDEX SHEET

PROJECT NO.	SHEET	PLAN NO.
275	2 of 36	T-2

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\L349010 - SEPULVEDA BLVD IMP\DWG\LSTRA02.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-8-31
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

CONSTRUCTION NOTES

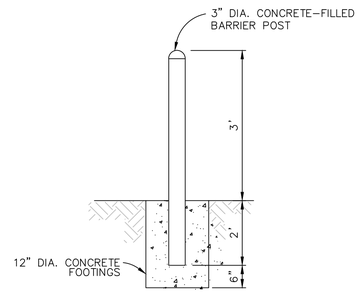
1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
4. SAWCUT & REMOVE EXISTING SIDEWALK.
5. SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
6. SAWCUT AND REMOVE EXISTING RETAINING WALL.
7. CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A.
8. SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
9. SAWCUT & REMOVE EXISTING A.C. CURB.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS).
11. REMOVE EXISTING TREE.
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
13. REMOVE EXISTING CHAIN LINK FENCE.
14. REMOVE EXISTING CATCH BASIN, STORM DRAIN PIPE LATERAL AND CAP WITH TWO COURSES OF BRICK AND MORTAR AT MAIN LINE PER PLANS.
15. REMOVE EXISTING BOLLARD.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
17. REMOVE EXISTING POWER POLE (BY OTHERS).
18. SAWCUT AND REMOVE EXISTING P.C.C. CROSS GUTTER.
19. REMOVE EXISTING CATCH BASIN AND GRATE AND CONFLICTING PORTIONS OF PIPE.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
21. RELOCATE EXISTING POWER POLE / GUY WIRE (BY OTHERS).
22. RELOCATE EXISTING UTILITY PIPES (BY OTHERS).
23. RELOCATE EXISTING UTILITY VAULT (BY OTHERS).
24. RELOCATE EXISTING UTILITY RISERS (BY OTHERS).
25. RELOCATE EXISTING FIRE HYDRANT (BY CALIFORNIA WATER SERVICE).
26. RELOCATE EXISTING YELLOW GAS MARKER (BY OTHERS).
27. RELOCATE EXISTING IRRIGATION CONTROL BOX.
28. RELOCATE EXISTING WATER METER (BY CWS).
29. RELOCATE EXISTING ELECTRICAL PULL BOX (BY OTHERS).
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
31. ADJUST EXISTING FIRE HYDRANT TO GRADE (BY OTHERS).
32. ADJUST EXISTING VALVE CAN AND LID TO FINISH SURFACE GRADE.
33. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE.
34. ADJUST EXISTING TRAFFIC SIGNAL PULL BOX TO FINISH SURFACE GRADE.
35. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE.
36. REMOVE EXISTING GUARDRAIL.
37. REGRADE AND RESTORE CRUSHED STONE.

CONSTRUCTION NOTES (CONT.)

40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108 ON 6" CLASS 2 BASE.
41. CONSTRUCT 6" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
42. CONSTRUCT CONCRETE BARRIER TYPE 732SW PER CALTRANS STD. PLAN B11-59.
43. CONSTRUCT & TRANSITION CURB AROUND EXISTING MANHOLE WITHIN 5 FEET.
44. CONSTRUCT PARKWAY DRAIN NO. 1 (TYPE II) PER CITY OF CARSON STD. DWG. NO. 300. DOWEL INTO EXISTING PARKWAY DRAIN AFTER REMOVING 2' PORTION.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
47. RECONSTRUCT TOP OF EXISTING CATCH BASIN PER CITY LOS ANGELES STD. PLAN S-343-1.
48. CONSTRUCT COMMERICAL DRIVEWAY CASE 2 PER CITY OF CARSON STD. DWG. NO. 112.
49. CONSTRUCT ALLEY INTERSECTION PER CITY OF CARSON STD. DWG. NO. 114, MODIFIED ON 6" CLASS 2 BASE. INCREASE P.C.C. THICKNESS TO 8".
50. CONSTRUCT COMMERICAL DRIVEWAY CASE 1 PER CITY OF CARSON STD. DWG. NO. 111.
51. CONSTRUCT CURB RAMP (CASE D, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
52. CONSTRUCT MASONRY RETAINING WALL PER SPPWC STD. PLAN 618-3, TYPE A.
53. CONSTRUCT CATCH BASIN (W=7') PER SPPWC STD. PLAN 300-4.
54. CONSTRUCT CATCH BASIN (W_G=13.3') PER SPPWC STD. PLAN 303-4.
55. CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE E PER SPPWC STD. PLAN 313-4.
56. COLD MILL EXISTING A.C. PAVEMENT 2".
57. CONSTRUCT 2" ASPHALT CONCRETE PAVEMENT.
58. CONSTRUCT CATCH BASIN (W=7', W_G=6.4') PER SPPWC STD. PLAN 301-4.
59. CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE C PER SPPWC STD. PLAN 313-4.
60. CONSTRUCT 6" P.C.C. CURB AND GUTTER TYPE B2 PER CITY OF CARSON STD. DWG. NO. 108.
61. CONSTRUCT CURB RAMP (CASE B, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
62. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN 313-4, CASE G.
63. CONSTRUCT 6" A.C. CURB ONLY TYPE C(6") PER CITY OF CARSON STD. DWG. NO. 108.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
65. CONSTRUCT CURB RAMP (CASE A, TYPE 1) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
66. CONSTRUCT CURB RAMP (CASE A, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
67. CONSTRUCT CURB RAMP (CASE A, TYPE 3) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
70. INSTALL BOLLARD PER DETAIL ON SHEET 3.
72. INSTALL POWERBOND DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
73. INSTALL 24" R.C.P. STORM DRAIN PIPE.
74. INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
75. INSTALL POWER POLES / GUY WIRE (BY OTHERS).
76. INSTALL STREET LIGHT PER ELECTRICAL STREET LIGHT PLAN ON SHEET 22.
78. INSTALL 36" R.C.P. STORM DRAIN PIPE AND JOIN EXISTING 33" R.C.P. STORM DRAIN PIPE WITH CONCRETE COLLAR PER SPPWC STD. PLAN 380-4.
79. INSTALL NEW PEDESTRIAN PUSH BUTTON POST AND 2" CONDUIT. REPAIR HOLE ON EXISTING 15TS POLE.

CONSTRUCTION NOTES (CONT.)

80. CONSTRUCT 12' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING ON KINDER MORGAN PROPERTY.
81. CONSTRUCT CURB RAMP (CASE B, TYPE 1) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
82. INSPECT IDLE FLAP GATE AND MAKE FUNCTIONAL (BY LACFCD).
83. CONSTRUCT P.C.C. SPANDREL PER CITY OF CARSON STD. DWG. NO. 113.
84. INSTALL CURB DRAIN PER SPPWC 150-4, CASE II INLET. INTERCEPT N'LY CONNECTOR PIPE.
85. INSTALL 4" PVC PIPE.
86. CONSTRUCT 10' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE AND RAZOR WIRE TO MATCH EXISTING ON MARATHON PROPERTY.
87. INSTALL MIDWEST GUARDRAIL SYSTEM PER CALTRANS STD. PLAN NO. A77TL1.
88. REMOVE AND BACKFILL SIGN POST FOUNDATIONS.
89. INSTALL 6' HIGH CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
90. CONSTRUCT 8" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
91. CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
92. CONSTRUCT 6" C&G AT FENCE PER "SLOUGH WALL + C&G AT FENCE DETAIL" ON SHEET 07.
93. CONSTRUCT 4" ASPHALT CONCRETE ON CLASS 2 AGGREGATE BASE FILL.
94. ADJUST VAULT TO FINISHED SURFACE.
95. REPLACE VAULT (BY OTHERS).
96. INSTALL END ANCHOR ASSEMBLY PER CALTRANS STD. PLAN A77S1, TYPE SFT-M.
98. REMOVE AND REPLACE EXISTING TRAFFIC SIGNAL PULL BOX.
99. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE (BY SCE).
100. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE (BY CWS).
101. RELOCATE EXISTING TRAFFIC SIGNAL PULL BOX.
102. REMOVE AND DISPOSE ABANDONED PETROLEUM LINE.
103. CUT AND CAP ABANDONED PETROLEUM LINE.
104. REMOVE AND DISPOSE ABANDONED PETROLEUM VAULT.
105. TRIM TREE ROOTS PER CITY ARBORISTS DIRECTION.
106. CONSTRUCT 3' X 6' TREE WELL.
107. CONSTRUCT 24" CONCRETE COLLAR PER SPPWC STD. PLAN 380-4.
108. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 118.
109. CONSTRUCT TRANSVERSE CONSTRUCTION JOINT FOR EXISTING CONCRETE PAVEMENT PER CALTRANS STD. PLAN P10.



70 BOLLARD DETAIL
NTS

SIGNING & STRIPING CONSTRUCTION NOTES

1. RELOCATE EXISTING STREET SIGN.
2. INSTALL 12" WIDE THERMOPLASTIC WHITE PAVEMENT MARKING CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24E.
3. INSTALL 4" THERMOPLASTIC CHEVRON AT 40' SPACING.
4. INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN NO. A24C.
5. INSTALL THERMOPLASTIC PAVEMENT MARKINGS (NUMERALS) PER CALTRANS STD. PLAN NO. RSP A24C.
6. INSTALL THERMOPLASTIC TYPE IV (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
7. INSTALL THERMOPLASTIC BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
9. INSTALL 6" DOUBLE YELLOW SOLID THERMOPLASTIC LINE PER CALTRANS STD. PLAN NO. A20A, DETAIL 22.
10. INSTALL THERMOPLASTIC TYPE VII (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
11. INSTALL SIGN PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
13. REMOVE EXISTING STREET SIGN & SALAVAGE TO THE CITY OF CARSON.
14. INSTALL THERMOPLASTIC PAVEMENT MARKINGS (WORDS) PER CALTRANS STD. PLAN, NO. RSP A24E & PER DETAIL ON SHEET 4.
15. INSTALL THERMOPLASTIC TYPE I (10') ARROW PER CALTRANS STD. PLAN, NO. RSP A24A.
16. INSTALL 6" WIDE THERMOPLASTIC WHITE SOLID LANELINE.
17. INSTALL 12" WIDE THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STD. PLAN NO. RSP A24E.
18. REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE D LOOP DETECTORS PER CALTRANS STD. PLAN NO. ES-5B.
19. REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE E LOOP DETECTORS PER CALTRANS STD. PLAN NO. ES-5B.
20. PAINT CURB RED.
21. INSTALL 6" WIDE THERMOPLASTIC YELLOW SOLID LANE LINE.
22. REMOVE AND RELOCATE EXISTING KINDER MORGAN SIGN ON NEW FENCE.
23. REMOVE AND REPLACE "FIRE DEPT. CONNECTION" SIGN ON NEW FENCE, MATCH IN-KIND.
24. INSTALL BLUE RAISED PAVEMENT MARKER PER MUTCD FIGURE 3B-102 (CA).
25. PAINT CURB YELLOW, TWO COATS.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE - SUITE E-WALNUT-CA-91789
(909) 594-9702 - FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

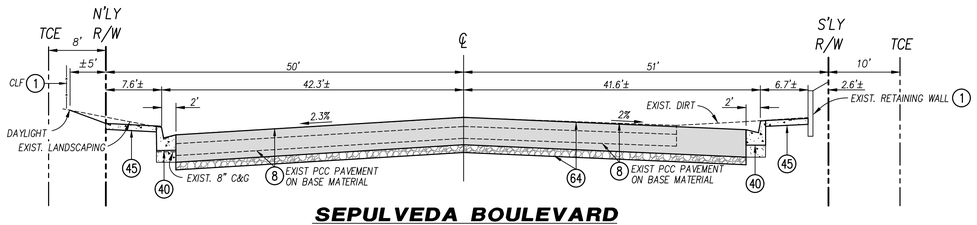
REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
CONSTRUCTION NOTES

PROJECT NO.	SHEET	PLAN NO.
275	3 of 36	T-3

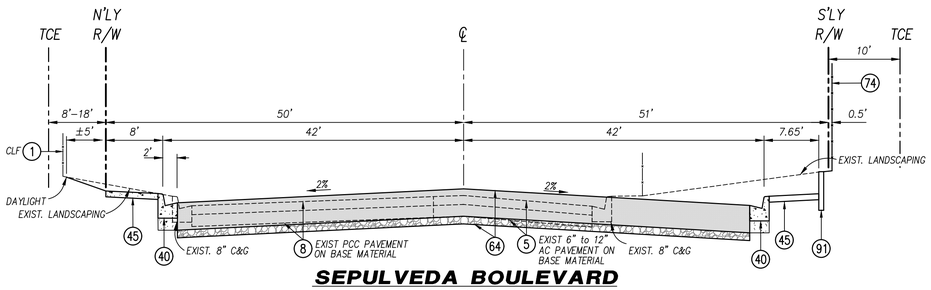
REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMPLOVW\LS\STRA03.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE:
DRAWING LAST UPDATED: 2016-8-31
MYLAR PLOT DATE: X



SEPULVEDA BOULEVARD

STA. 10+13 TO STA. 11+21

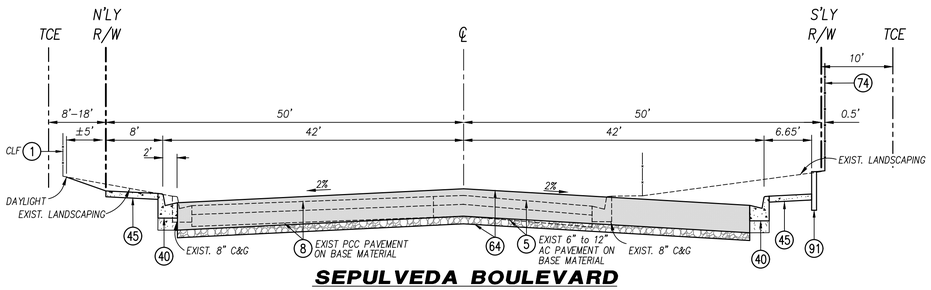
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SEPULVEDA BOULEVARD

STA. 11+21 TO STA. 14+43

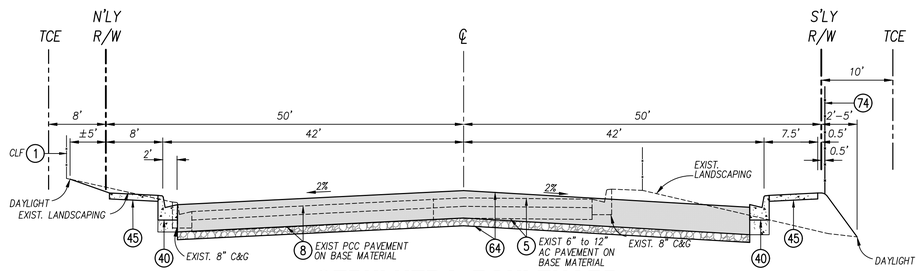
N.T.S.



SEPULVEDA BOULEVARD

STA. 14+43 TO STA. 14+75

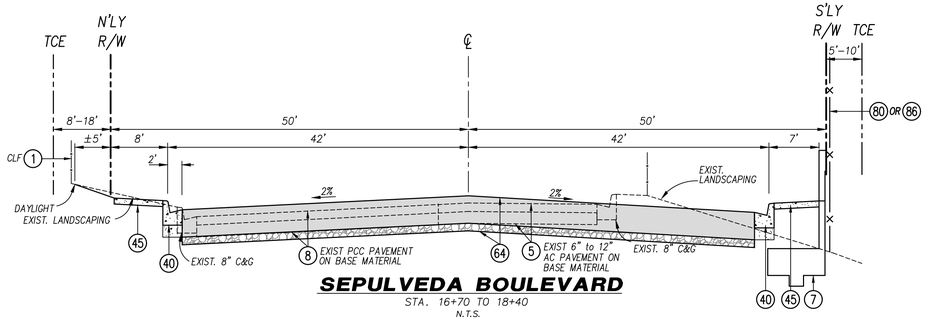
N.T.S.



SEPULVEDA BOULEVARD

STA. 14+75 TO 16+70

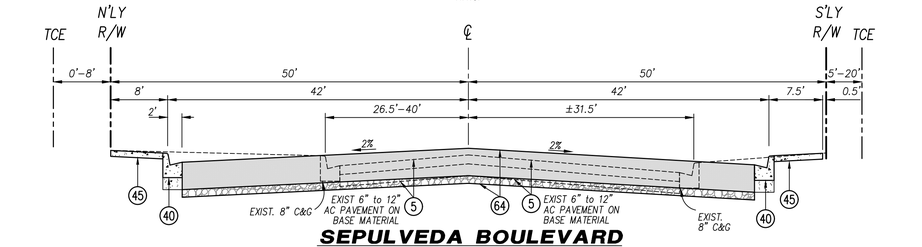
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SEPULVEDA BOULEVARD

STA. 16+70 TO 18+40

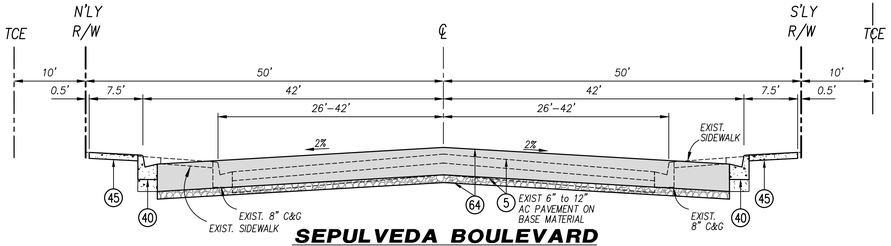
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SEPULVEDA BOULEVARD

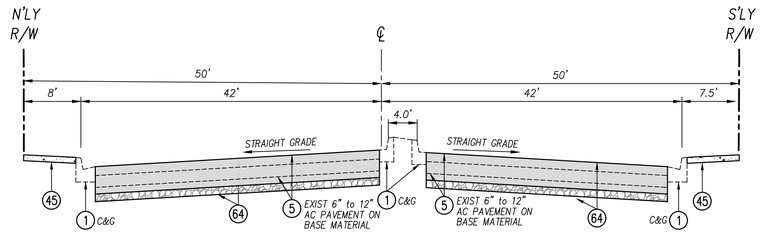
STA. 18+40 TO STA. 20+51

N.T.S.



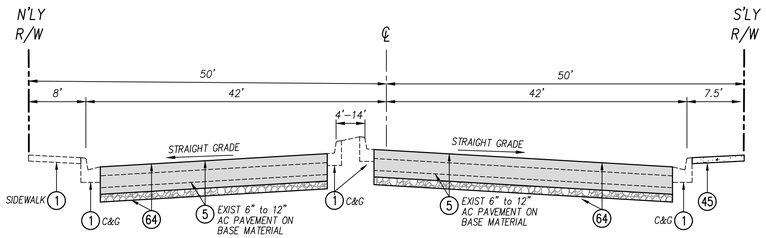
SEPULVEDA BOULEVARD

STA. 22+90 TO STA. 26+50



SEPULVEDA BOULEVARD

STA. 26+50 TO STA. 28+50



SEPULVEDA BOULEVARD

STA. 28+50 TO STA. 33+46

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.

(5) SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.

(7) CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A.

(8) SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.

(40) CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108 ON 6" CLASS 2 BASE.

(45) CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.

(64) CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.

(74) INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.

(80) CONSTRUCT 12' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING ON KINDER MORGAN PROPERTY.

(86) CONSTRUCT 10' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE AND RAZOR WIRE TO MATCH EXISTING ON MARATHON PROPERTY.

(91) CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.

LEGEND

CONSTRUCT 12.5" JOINTED PLAIN CONCRETE

CONSTRUCT 3" CLASS 2 BASE

CONSTRUCT 4" P.C.C. SIDEWALK.

*NOTE:
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

UNDERGROUND SERVICE ALERT
CALL BEFORE YOU DIG
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE, SUITE E, WALNUT, CA 91789
(909) 594-9702 FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVIEWED AND RECOMMENDED BY:
KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

APPROVED BY:
GILBERT MARQUEZ, PE. DATE

REVISIONS

NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

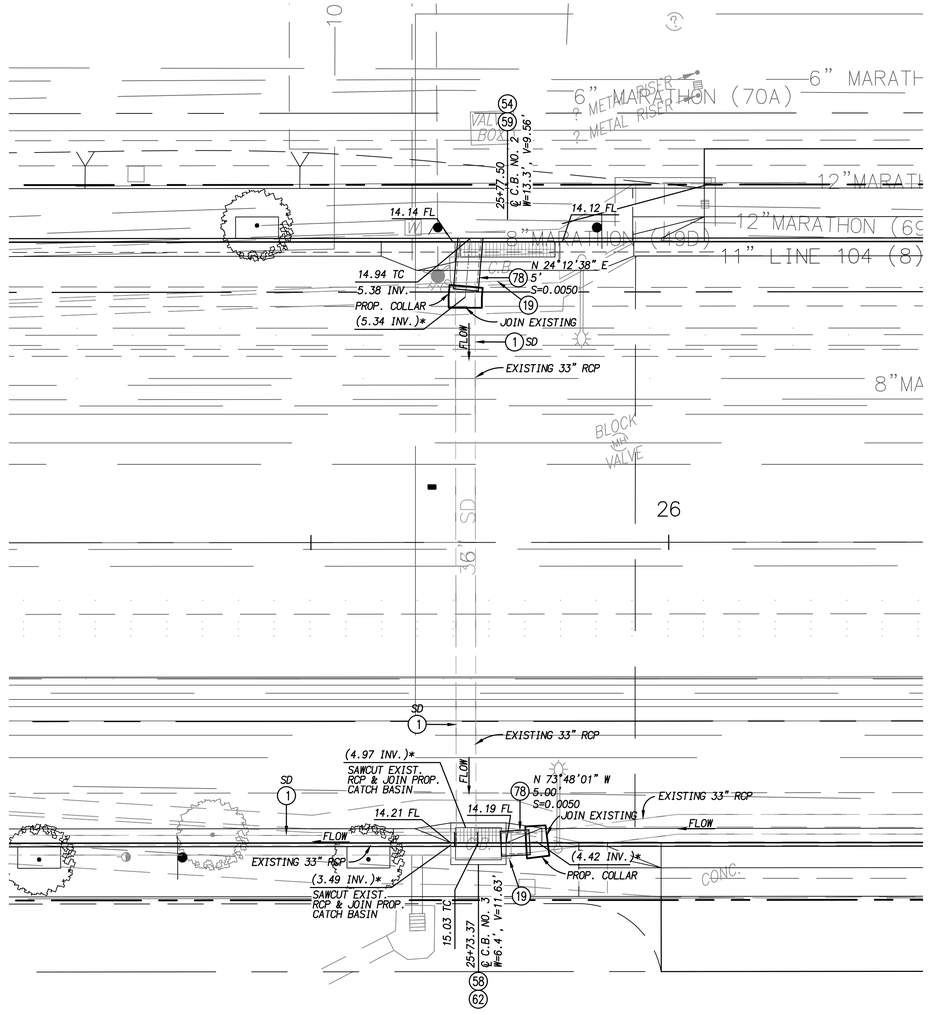
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
TYPICAL SECTIONS

PROJECT NO.	SHEET	PLAN NO.
275	4 of 36	C-1

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010\DWG\LSTR4DLDWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-8-31
MYLAR PLOT DATE: X

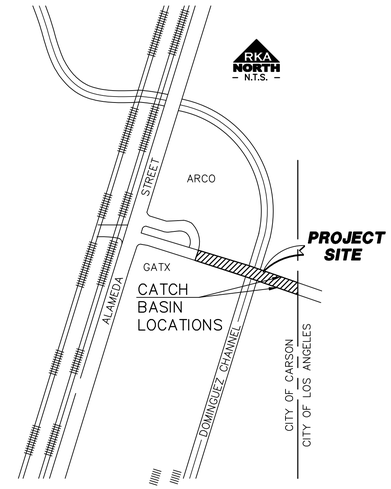
REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE



STORM DRAIN DETAIL (C.B. NO. 2 & 3)

1" = 10'

CITY MAINTAINED PER SEPARATE PLAN AND PERMIT WITH LAND DEVELOPMENT DIVISION



THOMAS GUIDE: PAGE 794, GRID J2

LOCATION MAP

N.T.S.

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.

(19) REMOVE EXISTING CATCH BASIN AND GRATE AND CONFLICTING PORTIONS OF PIPE.

(54) CONSTRUCT CATCH BASIN (W_G=13.3') PER SPPWC STD. PLAN 303-4.

(58) CONSTRUCT CATCH BASIN (W=7', W_G=6.4') PER SPPWC STD. PLAN 301-4.

(59) CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE C PER SPPWC STD. PLAN 313-4.

(62) CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN 313-4, CASE G.

(78) INSTALL 36" R.C.P. STORM DRAIN PIPE AND JOIN EXISTING 33" R.C.P. STORM DRAIN PIPE WITH CONCRETE COLLAR PER SPPWC STD. PLAN 380-4.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
10' 5' 0' 10' 20'
GRAPHIC SCALE: 1"=10'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

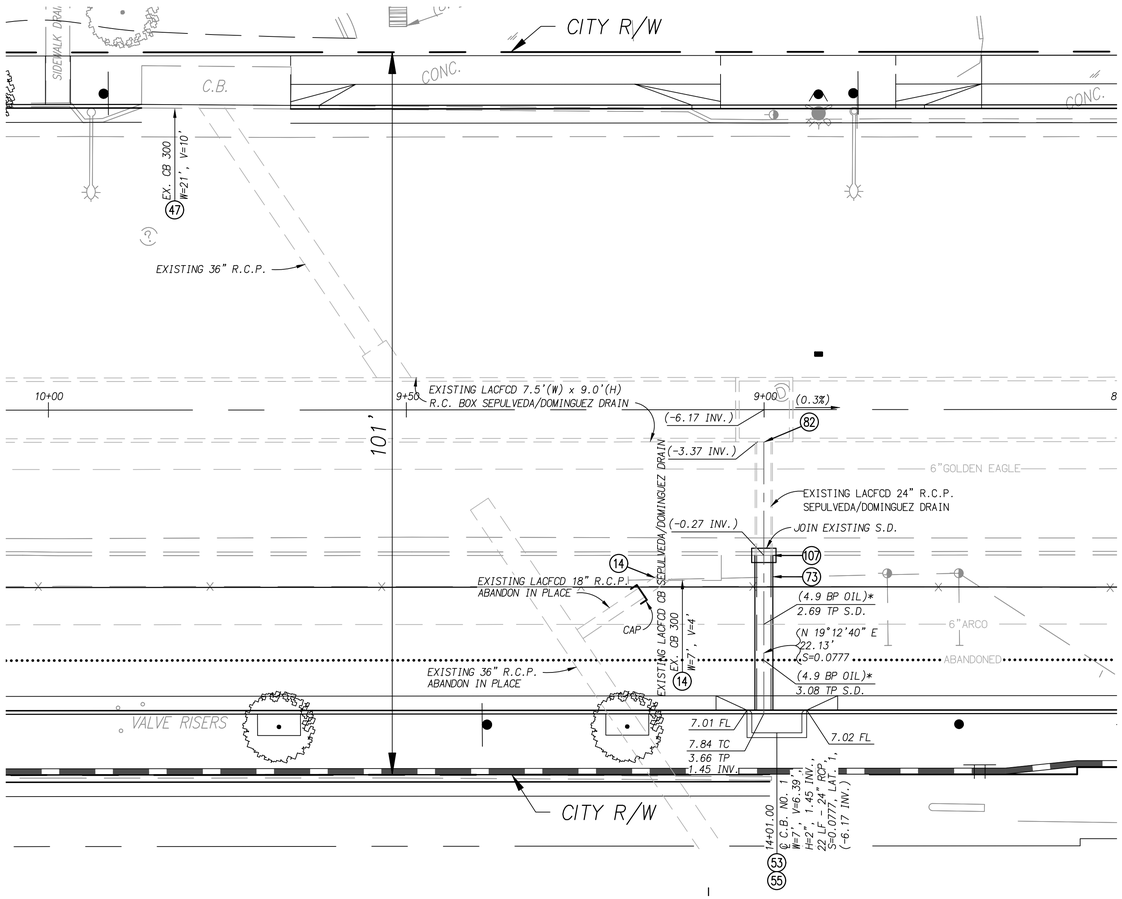
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
STORM DRAIN CONNECTION AT STA. 25+75
OF SEPULVEDA/DOMINGUEZ DRAIN

PROJECT NO.	SHEET	PLAN NO.
275	5 of 36	C-2

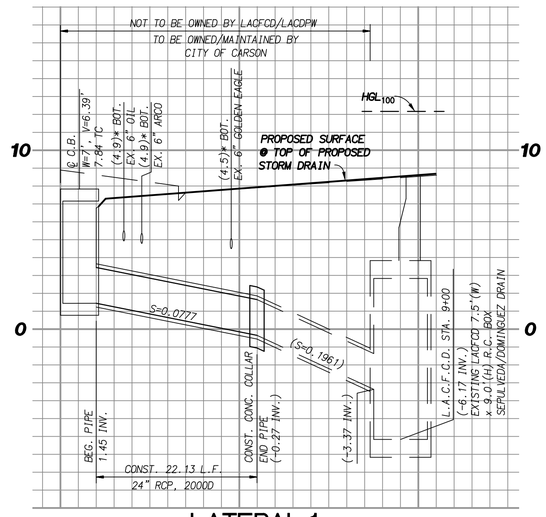
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD IMP\DWG\STRADS.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MAJOR REVISION DATE: X
DRAWING LAST UPDATED: 2016-2-22
PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE



STORM DRAIN DETAIL (C.B. NO. 1)

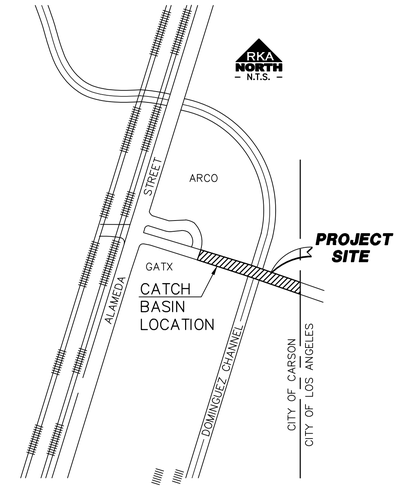
SEE SHEET 9
1" = 10'



LATERAL 1

C.B. NO. 1

SCALE
HOR: 1"=20'
VERT: 1"=4'



THOMAS GUIDE: PAGE 794, GRID J2

LOCATION MAP

N.T.S.

CONCRETE REMOVAL NOTES

"WHERE REINFORCEMENT IS REQUIRED TO EXTEND THROUGH THE NEW JOINT, CONCRETE SHALL BE REMOVED IN THE FOLLOWING SEQUENCE.

1. A SAWCUT SHALL BE MADE ONE AND ONE-HALF INCHES DEEP AT THE REMOVAL LIMITS. CARE SHALL BE EXERCISED IN SAWING AT HE REMOVAL LIMITS SO AS NOT TO CUT THE REINFORCING STEEL IN THE REMAINING SLAB. THE EXISTING REINFORCING STEEL SHALL BE RETAINED AND EXTENDED INTO THE NEW CONSTRUCTION AS INDICATED ON THE PLANS.
2. USING HANDHELD EQUIPMENT, THE CONCRETE SHALL BE CAREFULLY REMOVED FOR THE FULL DEPTH OF THE WALL OR SLAB AND FOR A MINIMUM DISTANCE FROM THE SAWCUT EQUAL TO THE LONGEST EXTENSION OF THE EXISTING BARS TO BE EXTENDED INTO THE NEW CONSTRUCTION. THE EXTENSION SHALL BE 30 BAR DIAMETERS, UNLESS OTHERWISE SHOWN.
3. EXISTING REINFORCEMENT SHALL BE CUT TO THE REQUIRED BAR EXTENSION.
4. THE REMAINING CONCRETE MAY BE REMOVED BY ANY SUITABLE METHOD UPON APPROVAL OF THE ENGINEER, WHO SHALL BE THE SOLE JUDGE OF THE USE OF ANY CONCRETE REMOVAL EQUIPMENT. EXPLOSIVES, WRECKING BALL, OR OTHER SIMILAR DEVICES, WHICH ARE LIKELY YO DAMAGE THE CONCRETE TO BE LEFT IN PLACE, SHALL NOT BE USED."

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(14) REMOVE EXISTING CATCH BASIN, STORM DRAIN PIPE LATERAL AND CAP WITH TWO COURSES OF BRICK AND MORTAR AT MAIN LINE PER PLANS.
(47) RECONSTRUCT TOP OF EXISTING CATCH BASIN PER CITY LOS ANGELES STD. PLAN S-343-1.
(53) CONSTRUCT CATCH BASIN (W=7') PER SPPWC STD. PLAN 300-4.
(55) CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE E PER SPPWC STD. PLAN 313-4.
(73) INSTALL 24" R.C.P. STORM DRAIN PIPE.
(82) INSPECT IDLE FLAP GATE AND MAKE FUNCTIONAL (BY LACFCD).
(107) CONSTRUCT 24" CONCRETE COLLAR PER SPPWC STD. PLAN 380-4.

RKA NORTH
SCALE: 1" = 10'

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-9702- FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

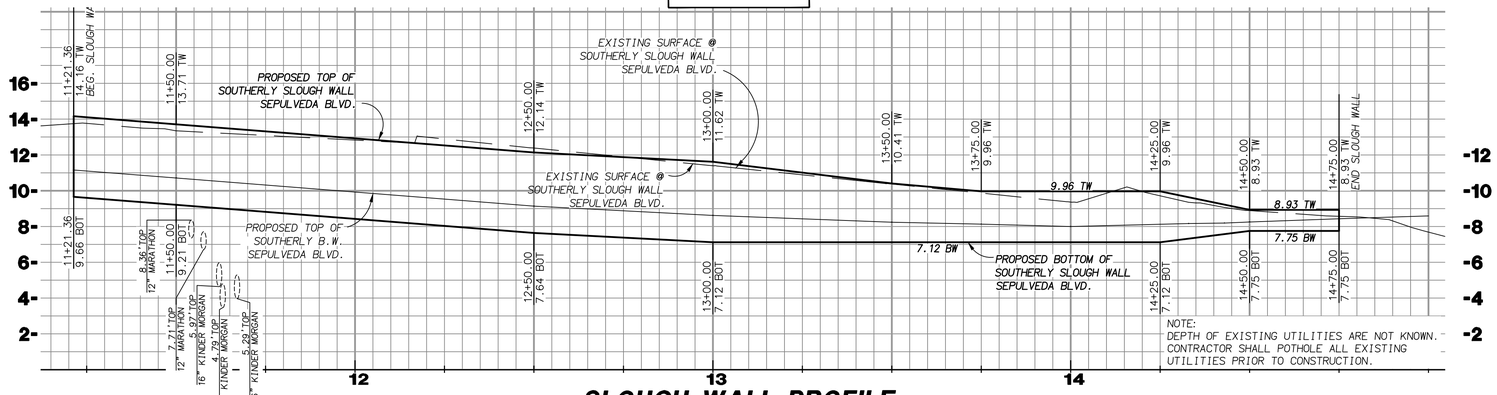
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
STORM DRAIN CONNECTION AT STA. 9+00 OF SEPULVEDA/DOMINGUEZ DRAIN

PROJECT NO.	SHEET	PLAN NO.
275	6 of 36	C-3

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD MP\DWG\LSTRA06.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2017-3-9
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

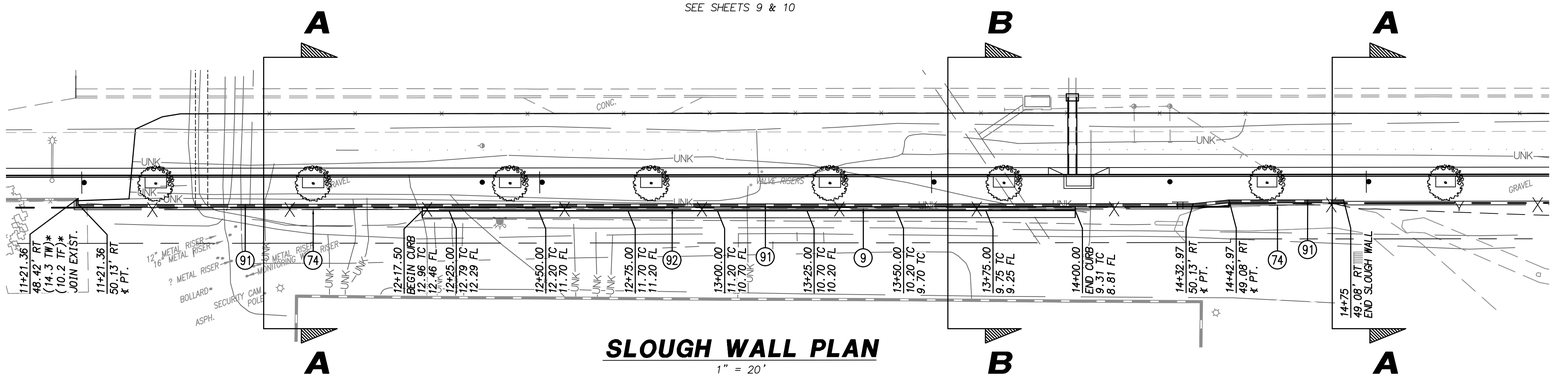
PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'



NOTE:
DEPTH OF EXISTING UTILITIES ARE NOT KNOWN. CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

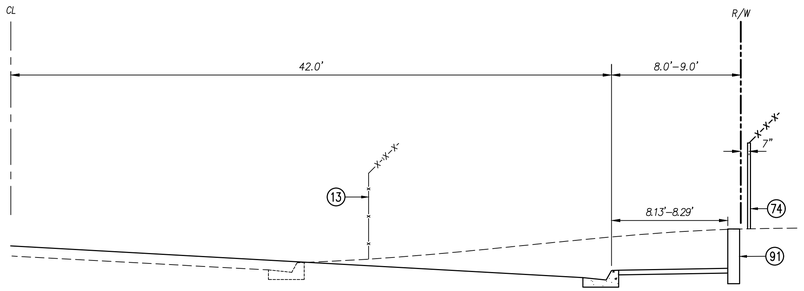
SLOUGH WALL PROFILE

SEE SHEETS 9 & 10



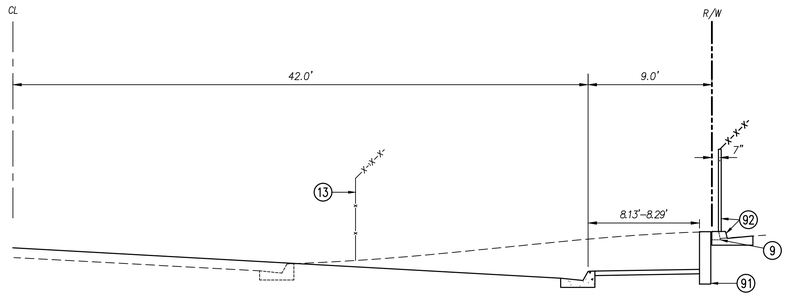
SLOUGH WALL PLAN

1" = 20'



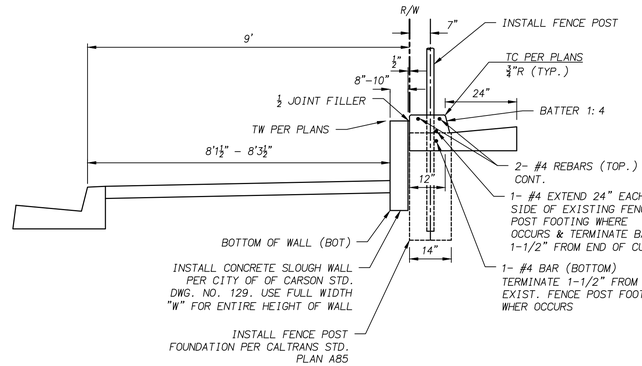
SLOUGH WALL SECTION A-A

STA. 11+21.36 TO STA. 12+17.50
STA. 14+00.00 TO STA. 14+75.00
N.T.S.



SLOUGH WALL SECTION B-B

STA. 12+17.50 TO STA. 14+00.00
N.T.S.



SLOUGH WALL + C&G AT FENCE DETAIL

STA. 12+17.50 TO STA. 14+00.00
N.T.S.

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(9) SAWCUT AND REMOVE EXISTING A.C. CURB.
(13) REMOVE EXISTING CHAIN LINK FENCE.
(74) INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
(91) CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
(92) CONSTRUCT 6" C&G AT FENCE PER "SLOUGH WALL + C&G AT FENCE DETAIL" ON SHEET 07.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER KURT R. PEDERSEN NO. 69745 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

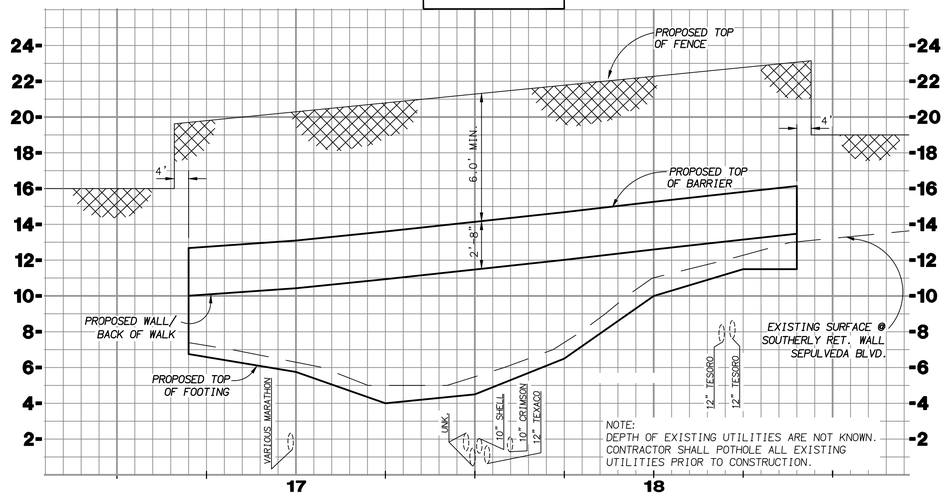
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
WALL PROFILE AND DETAILS

PROJECT NO.	SHEET	PLAN NO.
275	7 of 36	C-4

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD IMP\DWG\LSTRA07.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-2-22
MYLAR PLOT DATE: X

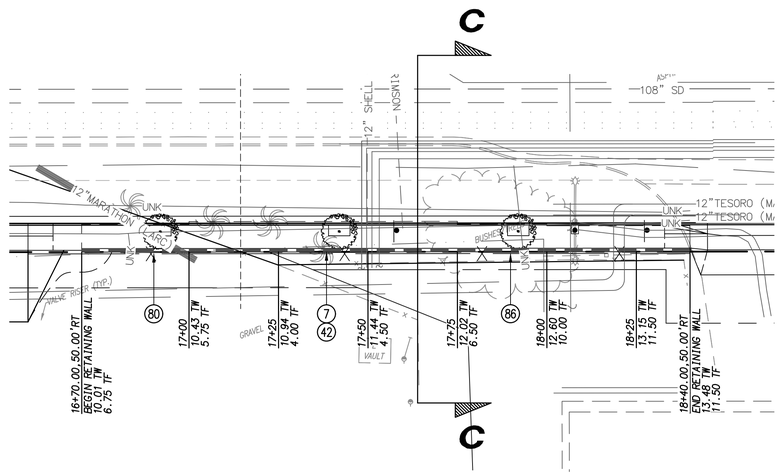
REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'



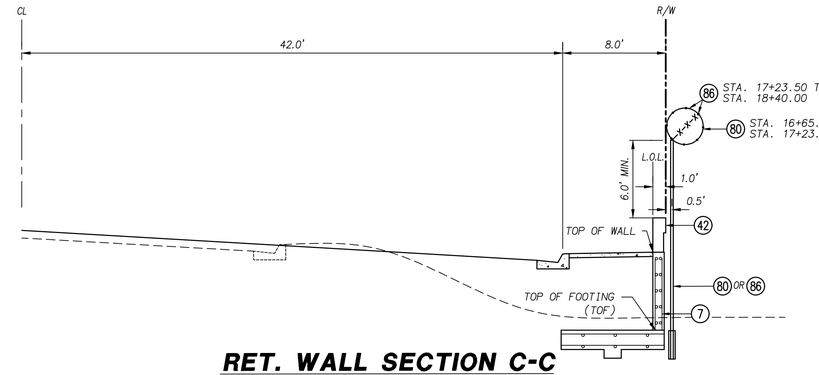
RETAINING WALL PROFILE

SEE SHEET 10



RETAINING WALL PLAN

1" = 20'



RET. WALL SECTION C-C

STA. 16+70.00 TO STA. 18+40.00
N.T.S.

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
7. CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A.
42. CONSTRUCT CONCRETE BARRIER TYPE 732SW PER CALTRANS STD. PLAN B11-59.
80. CONSTRUCT 12' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING ON KINDER MORGAN PROPERTY.
86. CONSTRUCT 10' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE AND RAZOR WIRE TO MATCH EXISTING ON MARATHON PROPERTY.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-9702 - FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
WALL PROFILE AND DETAILS

PROJECT NO.	SHEET	PLAN NO.
275	8 of 36	C-5

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMPV\DWG\LSTRA08.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MAJOR REVISION DATE: X
DRAWING LAST UPDATED: 2016-2-22
ALL/AT PLOT DATE: X

REVIEWED AND RECOMMENDED BY:
KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

APPROVED BY:
GILBERT MARQUEZ, PE. DATE

SEE PLAN VIEW FOR ELEVATIONS

MATCH LINE SEE SHEET 10

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'

ALAMEDA RAMP

SEPULVEDA BLVD.

SEE DRIVEWAY DETAIL ON SHEET 13

RKA NORTH SCALE: 1" = 20'

MATCH LINE - SEE SHEET 10

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
4. SAWCUT & REMOVE EXISTING SIDEWALK.
5. SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
8. SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS).
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
13. REMOVE EXISTING CHAIN LINK FENCE.
14. REMOVE EXISTING CATCH BASIN, STORM DRAIN PIPE LATERAL AND CAP WITH TWO COURSE OF BRICK AND MORTAR AT MAIN LINE PER PLANS.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
21. RELOCATE EXISTING POWER POLE / GUY WIRE (BY OTHERS).
24. RELOCATE EXISTING UTILITY RISERS (BY OTHERS).
29. RELOCATE EXISTING ELECTRICAL PULL BOX (BY OTHERS).
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
32. ADJUST EXISTING VALVE CAN AND LID TO FINISH SURFACE GRADE.
33. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE.
35. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE.
40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108. ON 6" CLASS 2 BASE.
43. CONSTRUCT & TRANSITION CURB AROUND EXISTING MANHOLE WITHIN 5 FEET.
44. CONSTRUCT PARKWAY DRAIN NO. 1 (TYPE II) PER CITY OF CARSON STD. DWG. NO. 300. DOWEL INTO EXISTING PARKWAY DRAIN AFTER REMOVING 2' PORTION.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
47. RECONSTRUCT TOP OF EXISTING CATCH BASIN PER CITY LOS ANGELES STD. PLAN S-343-1.
48. CONSTRUCT COMMERICAL DRIVEWAY CASE 2 PER CITY OF CARSON STD. DWG. NO. 112.
51. CONSTRUCT CURB RAMP (CASE D, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
74. INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
75. INSTALL POWER POLE / GUY WIRE (BY OTHERS).
90. CONSTRUCT 8" PCC CURB ONLY TYPE A1 PER CITY OF CARSON STD DWG NO. 129.
91. CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
92. CONSTRUCT 6" C&G AT FENCE PER "SLOUGH WALL + C&G AT FENCE DETAIL" ON SHEET 07.
108. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 118.
109. CONSTRUCT TRANSVERSE CONSTRUCTION JOINT FOR EXISTING CONCRETE PAVEMENT PER CALTRANS STD. PLAN P10.

LEGEND

- CONSTRUCT A.C. PAVEMENT.
- CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.
- CONSTRUCT 4" P.C.C. SIDEWALK.

*NOTE:
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
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BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
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FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS

NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
PLAN AND PROFILE
STA. 9+00.00 TO STA. 14+00.00

PROJECT NO.	SHEET	PLAN NO.
275	9 of 36	C-6

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\LSTPA09.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MILAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-14
MLTAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:
KENNETH YOUNG, PE. SENIOR CIVIL ENG — DATE

APPROVED BY:
GILBERT MARQUEZ, PE. — DATE

MATCH LINE SEE SHEET 8

MATCH LINE - STA 19+00.00 SEE SHEET 10

14+00.00 8.15 TC
14+46.69 ℄ 34' DRIVEWAY
14+50.00 8.40 TC
15+00.00 8.65 TC
15+50.00 8.90 TC
16+00.00 9.15 TC
16+50.00 9.58 TC
17+00.00 10.29 TC
17+50.00 11.31 TC
17+89.77 ℄ 38' DRIVEWAY
18+00.00 12.46 TC
18+50.00 13.56 TC
18+60.50 ℄ 24' DRIVEWAY
19+00.00 14.66 TC

0.50% 0.85% 1.44% 2.04% 2.29% 2.20%

PROPOSED TOP OF NORTHERLY CURB OF SEPULVEDA BLVD.

EXISTING SURFACE @ NORTHERLY CURB OF SEPULVEDA BLVD.

14+00.00 8.45 FS
14+50.00 8.70 FS
15+00.00 8.95 FS
15+50.00 9.20 FS
16+00.00 9.45 FS
16+50.00 9.88 FS
17+00.00 10.59 FS
17+50.00 11.61 FS
18+00.00 12.76 FS
18+50.00 13.86 FS
19+00.00 14.96 FS

0.50% 0.85% 1.44% 2.04% 2.29% 2.20%

EXISTING SURFACE @ SEPULVEDA BLVD. ℄

PROPOSED SURFACE @ SEPULVEDA BLVD. ℄

14+00.00 7.83 TC
14+01.00 7.84 TC ℄ C.B. NO. 1
7.20 FL
7.01 FL
7.01 FL
7.02 FL
7.21 FL
14+50.00 8.08 TC
15+00.00 8.44 TC
15+50.00 8.79 TC
16+00.00 9.15 TC
16+45.00 ℄ 20' DRIVEWAY
16+50.00 9.58 TC
17+00.00 10.29 TC
17+50.00 11.31 TC
18+00.00 12.46 TC
18+50.00 13.56 TC
18+95.89 ℄ 102' DRIVEWAY
19+00.00 14.66 TC

0.5% 0.71% 0.85% 1.44% 2.04% 2.29% 2.20%

PROPOSED TOP OF SOUTHERLY CURB OF SEPULVEDA BLVD.

EXISTING SURFACE @ SOUTHERLY CURB OF

14 15 16 17 18 19

4"MARATHON (21A)

10"MARATHON (104D)

14"MARATHON (64ABC) PROPOSED TCE

GRADING LIMIT

R/W

5' LINE 54 PLAINS

12" CWS

8"MARATHON (43F)

8"MARATHON (104G)

8"MARATHON (33B)

8"CHEMOIL

6" WEST OIL

3" OIL

10" OIL

12" SHELL (T.S.H. PROD)

12" SHELL-ABAND

12"TESORO (MARATHON)

108" SD

GAS

SD

UNK

N70°49'48"W

1 EXISTING LACFCD 7.5'(W) x 9.0'(H) R.C. BOX SEPULVEDA/DOMINGUEZ DRAIN

TRANSMISSION POLE

PROPOSED TCE

CONC. BERM

GRADING LIMIT

SEE SHEET 07

SEE SHEET 08

BEG. MARATHON CLF

CLF

LIGHT

1 FDC

1 GRATE

14+01.00 ℄ C.B. NO. 1 SEE DETAIL ON SHEET 7.66

14+32.97 50.13' RT. WALL 4 PT.

14+42.97 49.08' RT. WALL 4 PT.

14+53.50 ℄ TREE WELL

14+75.00 49.08' RT. END SLOUGH WALL

15+03.50 ℄ TREE WELL

15+52.50 ℄ TREE WELL

16+10.00 ℄ TREE WELL

16+92.00 ℄ TREE WELL

17+23.50 BEG. MARATHON CLF

17+42.00 ℄ TREE WELL

17+92.00 ℄ TREE WELL

18+95.89 ℄ 102' DRIVEWAY W=102' (MODIFIED)

SEPULVEDA BLVD.

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
5. SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
7. CONSTRUCT RETAINING WALL TYPE 5 (CASE 1) PER CALTRANS STD. PLAN B3-4A.
8. SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, BASE, AND SUBGRADE TO PROPOSED SUBGRADE.
9. SAWCUT & REMOVE EXISTING A.C. CURB.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS)
11. REMOVE EXISTING TREE.
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
13. REMOVE EXISTING CHAIN LINK FENCE.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
21. RELOCATE EXISTING POWER POLE / GUY WIRE (BY OTHERS).
23. RELOCATE EXISTING UTILITY VAULT (BY OTHERS).
25. RELOCATE EXISTING FIRE HYDRANT (BY CALIFORNIA WATER SERVICE).
28. RELOCATE EXISTING WATER METER (BY CWS).
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
36. REMOVE EXISTING GUARDRAIL.
40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108. ON 6" CLASS 2 BASE.
42. CONSTRUCT CONCRETE BARRIER TYPE 732SW PER CALTRANS STD. PLAN B11-59.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
48. CONSTRUCT COMMERICAL DRIVEWAY CASE 2 PER CITY OF CARSON STD. DWG. NO. 112.
50. CONSTRUCT COMMERICAL DRIVEWAY CASE 1 PER CITY OF CARSON STD. DWG. NO. 111.
53. CONSTRUCT CATCH BASIN (W=7') PER SPPWC STD. PLAN 300-4.
55. CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE E PER SPPWC STD. PLAN 313-4.
63. CONSTRUCT 6" A.C. CURB ONLY TYPE C(6") PER CITY OF CARSON STD. DWG. NO. 108.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
74. INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
75. INSTALL POWER POLE / GUY WIRE (BY OTHERS).
80. CONSTRUCT 12' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING ON KINDER MORGAN PROPERTY.
86. CONSTRUCT 10' TO 16' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE AND RAZOR WIRE TO MATCH EXISTING ON MARATHON PROPERTY.
91. CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
92. CONSTRUCT 6" C&G AT FENCE PER "SLOUGH WALL + C&G AT FENCE DETAIL" ON SHEET 07.
93. CONSTRUCT 4" ASPHALT CONCRETE ON CLASS 2 AGGREGATE BASE FILL.
94. ADJUST VAULT TO FINISHED SURFACE.

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'

RKA NORTH SCALE: 1" = 20'

LEGEND

- CONSTRUCT A.C. PAVEMENT.
- CONSTRUCT A.C. PAVEMENT OVER CLASS 2 AGGREGATE BASE FILL.
- CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.
- CONSTRUCT 4" P.C.C. SIDEWALK.

*NOTE:
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER KURT R. PEDERSEN NO. 69745 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —

FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

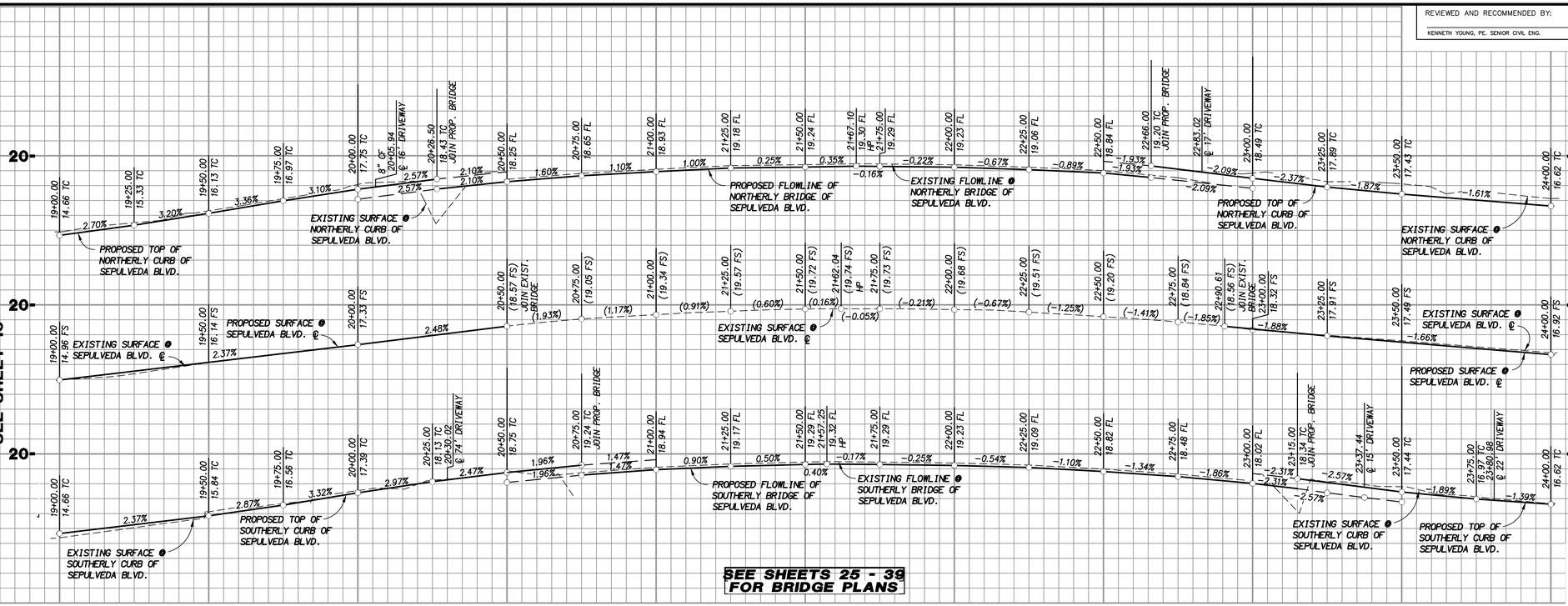
ENGINEERING SERVICES DIVISION

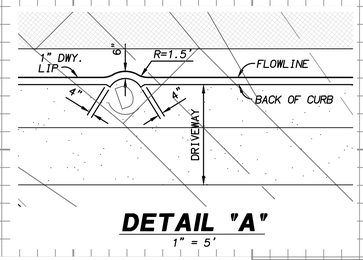
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
PLAN AND PROFILE
STA. 14+00.00 TO STA. 19+00.00

PROJECT NO.	SHEET	PLAN NO.
275	10 of 36	C-7

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD IMP\DWG\STRA10.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-8-2
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE





DETAIL "A"
1" = 5'

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
4. SAWCUT & REMOVE EXISTING SIDEWALK.
5. SAWCUT AND REMOVE A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS).
11. REMOVE EXISTING TREE.
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
13. REMOVE EXISTING CHAIN LINK FENCE.
15. REMOVE EXISTING BOLLARD.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
18. SAWCUT AND REMOVE EXISTING P.C.C. CROSS GUTTER.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
21. RELOCATE EXISTING POWER POLE / GUY WIRE (BY OTHERS).
25. RELOCATE EXISTING FIRE HYDRANT (BY CALIFORNIA WATER SERVICE).
26. RELOCATE EXISTING YELLOW GAS MARKER (BY OTHERS).
27. RELOCATE EXISTING IRRIGATION CONTROL BOX.
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
31. ADJUST EXISTING FIRE HYDRANT TO GRADE (BY OTHERS).
32. ADJUST EXISTING VALVE CAN AND LID TO FINISH SURFACE GRADE.
36. REMOVE EXISTING GUARDRAIL.
40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108. ON 6" CLASS 2 BASE.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
50. CONSTRUCT COMMERICAL DRIVEWAY CASE 1 PER CITY OF CARSON STD. DWG. NO. 111.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
70. INSTALL BOLLARD PER DETAIL ON SHEET 3.
74. INSTALL 6' HIGH SLAT CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
76. INSTALL STREET LIGHT PER ELECTRICAL STREET LIGHT PLAN ON SHEET 22.
87. INSTALL MIDWEST GUARDRAIL SYSTEM PER CALTRANS STD. PLAN NO. A77L1.
89. INSTALL 6' HIGH CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
95. REPLACE VAULT (BY OTHERS).
96. INSTALL END ANCHOR ASSEMBLY PER CALTRANS STD. PLAN A77S1, TYPE SFT-M.

PROFILE SCALE	
HORIZ.:	1"= 20'
VERT.:	1"= 4'

RKA NORTH
SCALE: 1" = 20'

LEGEND
- CONSTRUCT A.C. PAVEMENT.
- CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.
- CONSTRUCT 4" P.C.C. SIDEWALK.

*NOTE: HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
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(909) 594-9702 · FAX (909) 594-2658
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KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
PLAN AND PROFILE
STA. 19+00.00 TO STA. 24+00.00

PROJECT NO.	SHEET	PLAN NO.
275	11 of 36	C-8

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\LSTRA11.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MILAR REVISION DATE: X
DRAWING LAST UPDATED: 2017-3-9
MILAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

*NOTE:
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

SEPULVEDA BLVD.

TERMINAL ENTRANCE

MATCH LINE - STA 24+00.00 SEE SHEET 11

SEPULVEDA BLVD. SEE LOWER RIGHT

PROPOSED TOP OF NORTHERLY CURB OF SEPULVEDA BLVD.

EXISTING SURFACE @ NORTHERLY CURB OF SEPULVEDA BLVD.

PROPOSED SURFACE @ SEPULVEDA BLVD. ℄

EXISTING SURFACE @ SEPULVEDA BLVD. ℄

PROPOSED TOP OF SOUTHERLY CURB OF SEPULVEDA BLVD.

EXISTING SURFACE @ SOUTHERLY CURB OF SEPULVEDA BLVD.

CITY OF CARSON

CITY OF LOS ANGELES

IDENTICAL POINT

LEGEND

CONSTRUCT A.C. PAVEMENT.

CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT OVER 3" CLASS 2 BASE.

CONSTRUCT 4" P.C.C. SIDEWALK.

PROFILE SCALE
HORIZ.: 1"= 20'
VERT.: 1"= 4'

SEPULVEDA BLVD.

INTERMODAL WAY

MATCH LINE - STA 24+00.00 SEE SHEET 11

SEPULVEDA BLVD. SEE UPPER LEFT

RKA NORTH SCALE: 1" = 20'

PLAN & PROF. PLAN VIEW ONLY

EXISTING LACRD 33" RCP PROJ. NO. F-1 604843

PROPOSED TCE

LACFCD FEE R/W

GRADING LIMIT

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
3. SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
4. SAWCUT & REMOVE EXISTING SIDEWALK.
5. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT, BASE, AND SUBGRADE MATERIAL TO PROPOSED SUBGRADE.
10. REMOVE EXISTING STREET LIGHT (BY OTHERS).
11. REMOVE EXISTING TREE.
12. UNCLASSIFIED EXCAVATION/EMBANKMENT.
16. CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
19. REMOVE EXISTING CATCH BASIN AND GRATE AND CONFLICTING PORTIONS OF PIPE.
20. SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
22. RELOCATE EXISTING UTILITY PIPES (BY OTHERS).
25. RELOCATE EXISTING FIRE HYDRANT (BY CALIFORNIA WATER SERVICE).
27. RELOCATE EXISTING IRRIGATION CONTROL BOX.
28. RELOCATE EXISTING WATER METER (BY CALIFORNIA WATER SERVICE).
29. RELOCATE EXISTING ELECTRICAL PULL BOX (BY OTHERS).
30. ADJUST EXISTING MANHOLE AND SET FRAME TO FINISH SURFACE GRADE.
32. ADJUST EXISTING VALVE CAN AND LID TO FINISH SURFACE GRADE.
33. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE.
34. ADJUST EXISTING TRAFFIC SIGNAL PULL BOX TO FINISH SURFACE GRADE.
35. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE.
40. CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 1080N 6" CLASS 2 BASE.
41. CONSTRUCT 6" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
45. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 117.
46. CONSTRUCT 3'X 6' TREE WELL AND PARKWAY TREE PER CITY OF CARSON STD. DWG. NO.s 132 & 134.
48. CONSTRUCT COMMERICAL DRIVEWAY CASE 2 PER CITY OF CARSON STD. DWG. NO. 112.
54. CONSTRUCT CATCH BASIN (W_G=13.3') PER SPPWC STD. PLAN 303-4.
55. CONSTRUCT LOCAL DEPRESSIONS AT CATCH BASINS CASE C PER SPPWC STD. PLAN 313-4.
56. COLD MILL EXISTING A.C. PAVEMENT 2".
57. CONSTRUCT. 2" ASPHALT CONCRETE PAVEMENT.
58. CONSTRUCT CATCH BASIN (W=7', W_G=6.4') PER SPPWC STD. PLAN 301-4.
60. CONSTRUCT 6" P.C.C. CURB AND GUTTER TYPE B2 PER CITY OF CARSON STD. DWG. NO. 108.
61. CONSTRUCT CURB RAMP (CASE B, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
62. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN 313-4, CASE G.
64. CONSTRUCT 12.5" JOINTED PLAIN CONCRETE PAVEMENT PER CALTRANS STD. PLAN P1 OVER 3" CLASS 2 BASE.
66. CONSTRUCT CURB RAMP (CASE A, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
67. CONSTRUCT CURB RAMP (CASE A, TYPE 3) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
84. INSTALL CURB DRAIN PER SPPWC 150-4, CASE II INLET. INTERCEPT N'LY CONNECTOR PIPE.
85. INSTALL 4" PVC PIPE.
88. REMOVE AND BACKFILL SIGN POST FOUNDATIONS.
90. CONSTRUCT 8" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
98. REMOVE AND REPLACE EXISTING TRAFFIC SIGNAL PULL BOX.
99. ADJUST EXISTING ELECTRIC PULL BOX TO FINISH SURFACE GRADE (BY SCE).
100. ADJUST EXISTING WATER METER BOX TO FINISH SURFACE GRADE (BY CWS).
101. RELOCATE EXISTING TRAFFIC SIGNAL PULL BOX.
105. TRIM TREE ROOTS PER CITY ARBORISTS DIRECTION.
106. CONSTRUCT 3' X 6' TREE WELL.
108. CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 118.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-9702- FAX (909) 594-2658
WWW.RKAGROUP.COM
KURT R. PEDERSEN RCE 69745 — 11/18/24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

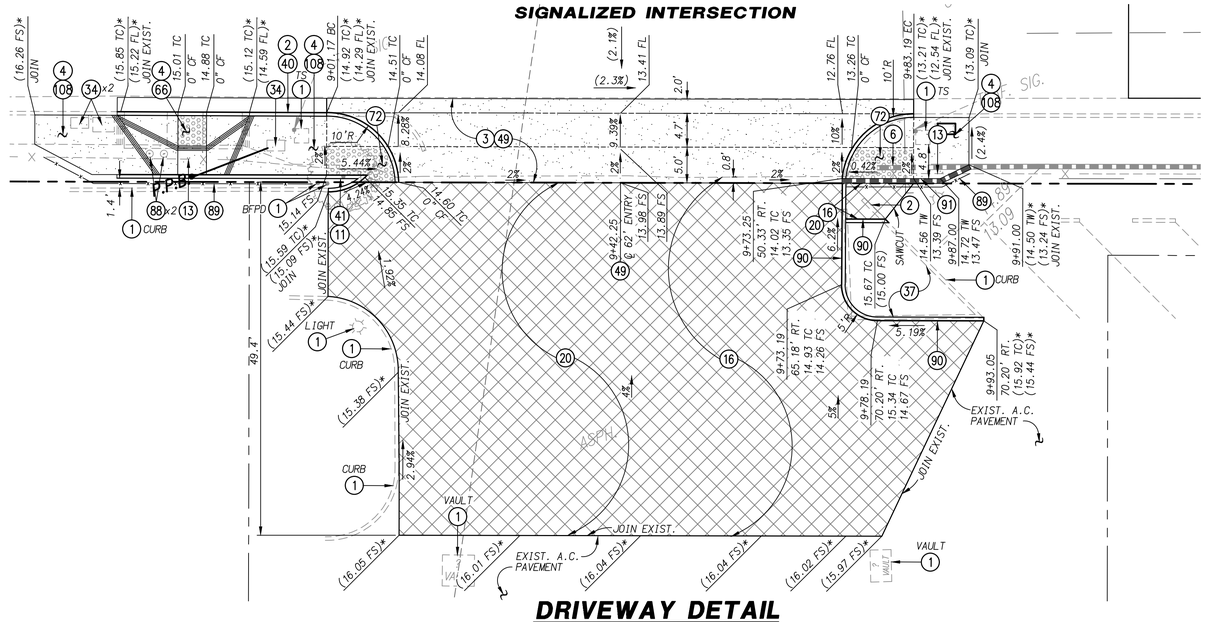
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
PLAN AND PROFILE
STA. 24+00.00 TO STA. 26+00.00

PROJECT NO.	SHEET	PLAN NO.
275	12 of 36	C-9

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMPV\DWG\LSTRAT2.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MAJOR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-20
MLTAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

SIGNALIZED INTERSECTION



DRIVEWAY DETAIL

1" = 10'

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(2) REMOVE EXISTING CONCRETE CURB AND CURB & GUTTER.
(3) SAWCUT & REMOVE EXISTING CONCRETE DRIVEWAY.
(4) SAWCUT & REMOVE EXISTING SIDEWALK.
(6) SAWCUT AND REMOVE EXISTING RETAINING WALL.
(11) REMOVE EXISTING TREE / LANDSCAPING / RELOCATE LANDSCAPE FEATURES & IRRIGATION PER DIRECTION OF CITY ENGINEER.
(13) REMOVE EXISTING CHAIN LINK FENCE.
(16) CONSTRUCT A.C. PAVEMENT REPLACEMENT PER SPPWC STD. PLAN 133-4.
(20) SAWCUT AND REMOVE EXISTING A.C. PAVEMENT.
(34) ADJUST EXISTING TRAFFIC SIGNAL PULL BOX TO FINISH SURFACE GRADE.
(37) REGRADE AND RESTORE CRUSHED STONE.
(40) CONSTRUCT 8" P.C.C. CURB & GUTTER TYPE A2 (W = 2') PER CITY OF CARSON STD. DWG. NO. 108 ON 6" CLASS 2 BASE.
(41) CONSTRUCT 6" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
(49) CONSTRUCT ALLEY INTERSECTION PER CITY OF CARSON STD. DWG. NO. 114, MODIFIED ON 6" CLASS 2 BASE. INCREASE P.C.C. THICKNESS TO 8".
(66) CONSTRUCT CURB RAMP (CASE A, TYPE 2) PER SPPWC STD. PLAN 111-5 WITH DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
(72) INSTALL POWERBOND DETECTABLE WARNING SURFACE BY SAFETY STEP TD, ALABAMA YELLOW COLOR.
(88) REMOVE AND BACKFILL SIGN POST FOUNDATIONS.
(89) INSTALL 6' HIGH CHAIN LINK FENCE WITH BARBED WIRE TO MATCH EXISTING.
(90) CONSTRUCT 8" P.C.C. CURB ONLY TYPE A1 PER CITY OF CARSON STD. DWG. NO. 108.
(91) CONSTRUCT CONCRETE SLOUGH WALL PER CITY OF CARSON STD. DWG. NO. 129.
(108) CONSTRUCT 4" P.C.C. SIDEWALK PER CITY OF CARSON STD. DWG. NO. 118.

LEGEND

CONSTRUCT A.C. PAVEMENT.
CONSTRUCT 4" P.C.C. SIDEWALK.

*NOTE:
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
10' 5' 0' 10' 20'
GRAPHIC SCALE: 1"=10'

REGISTERED PROFESSIONAL ENGINEER KURT R. PEDERSEN NO. 69745 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE - SUITE E-WALNUT-CA-91789
(909) 594-9702 - FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
KINDER MORGAN DRIVEWAY

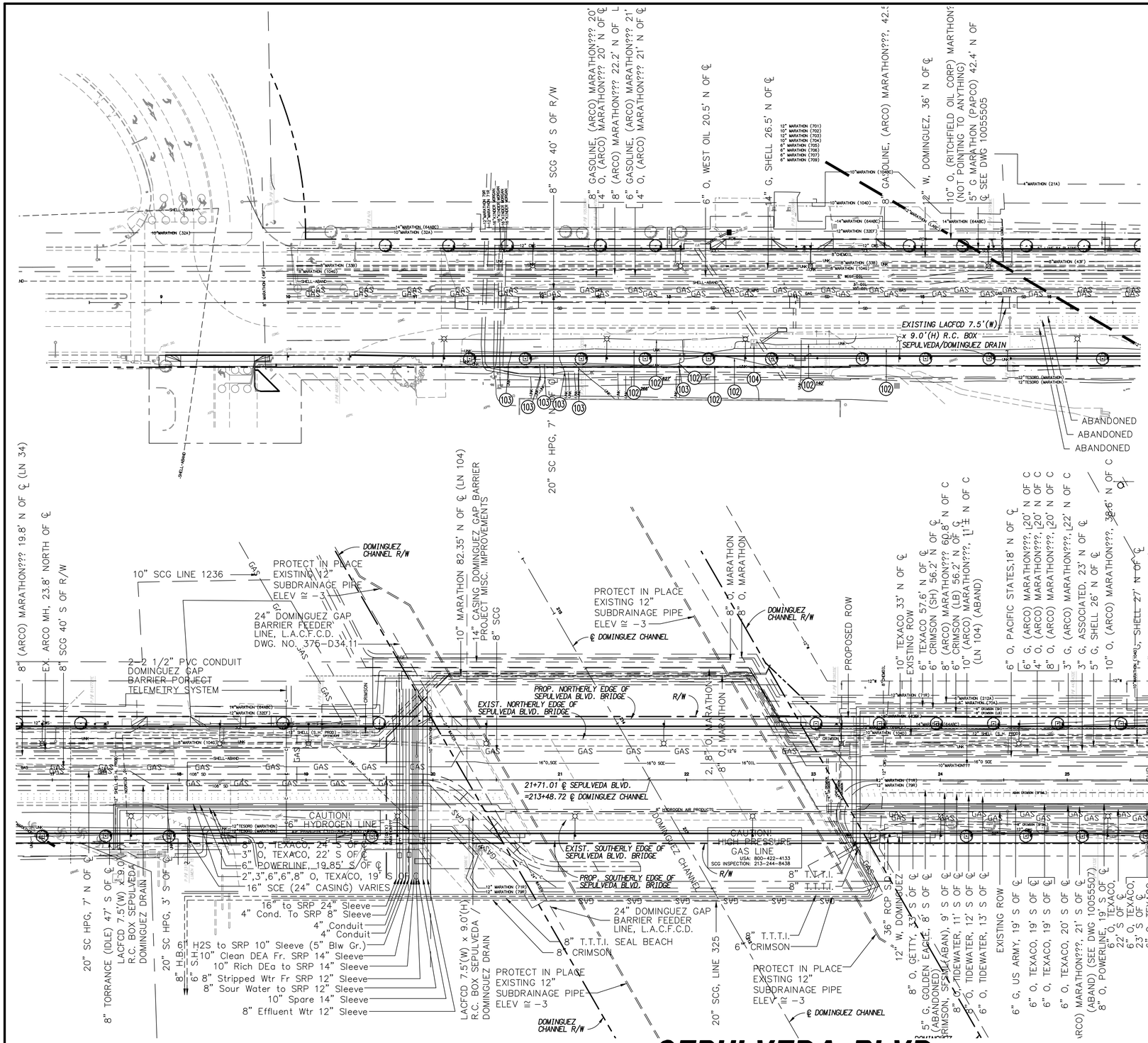
PROJECT NO.	SHEET	PLAN NO.
275	13 of 36	C-10

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMPLOVW\LSTRA13.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-8-31
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

CONSTRUCTION NOTES

(102) REMOVE AND DISPOSE ABANDONED PETROLEUM LINE.
(103) CUT AND CAP ABANDONED PETROLEUM LINE.
(104) REMOVE AND DISPOSE ABANDONED PETROLEUM VAULT.



SEPULVEDA BLVD.

RKA NORTH SCALE: 1" = 40'

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
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(909) 594-7702-FAX (909) 594-2658
WWW.RKAGROUP.COM
KURT R. PEDERSEN RCE 69745 11/18/24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

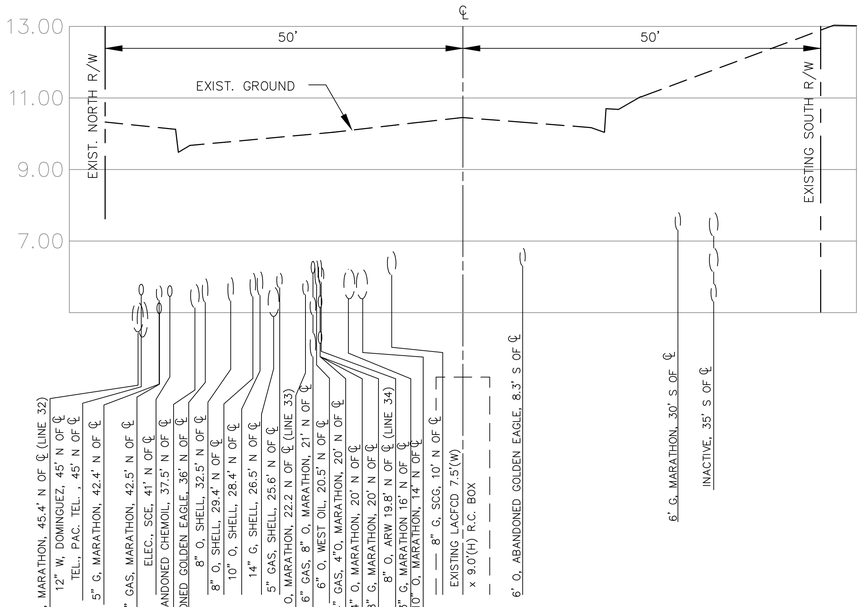
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD ALAMEDA ST. TO E. CITY LIMITS EXISTING UTILITY PLAN

PROJECT NO.	SHEET	PLAN NO.
275	14 of 36	C-11

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD IMP\DWG\LSTR414.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
DRAWING LAST UPDATED: 2017-3-9
LATEST xrefs OR REVISION DATE X

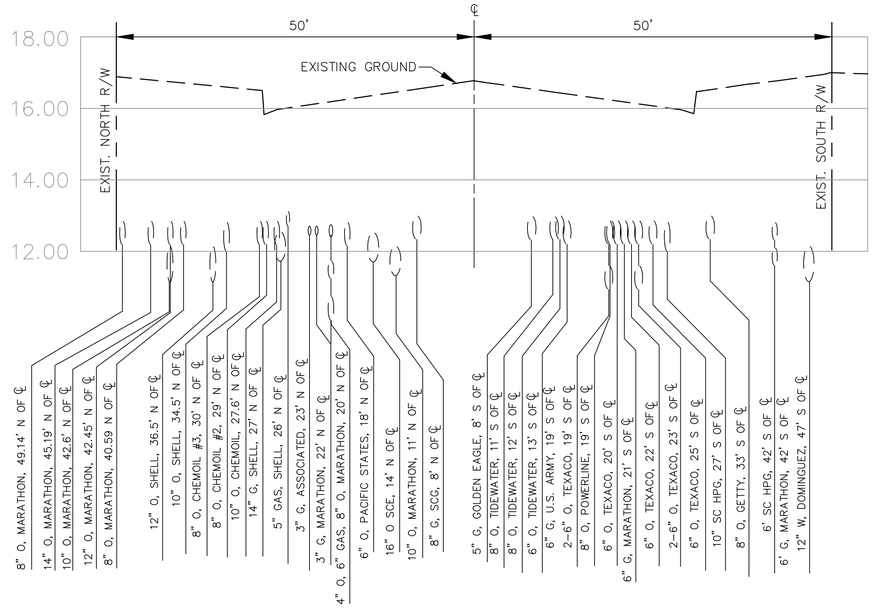
REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE



SEPULVEDA BOULEVARD
EXISTING UTILITY CROSS-SECTION

STA. 14+00.00

SCALE: HORIZ. 1" = 10'
VERT. 1" = 2'



SEPULVEDA BOULEVARD
EXISTING UTILITY CROSS-SECTION

STA. 24+00.00

SCALE: HORIZ. 1" = 10'
VERT. 1" = 2'

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\34900 - SEPULVEDA BLVD IMP\DWG\LSTR45.DWG
JOB NO.: 34900
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE X
DRAWING LAST UPDATED: 2016-2-29
MYLAR PLOT DATE X

UNDERGROUND SERVICE ALERT
CALL BEFORE YOU DIG
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
10' 5' 0' 10' 20'
GRAPHIC SCALE: 1"=10'

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE, SUITE E-WALNUT, CA-91789
(909) 594-9702- FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
EXISTING UTILITY CROSS-SECTION PLAN

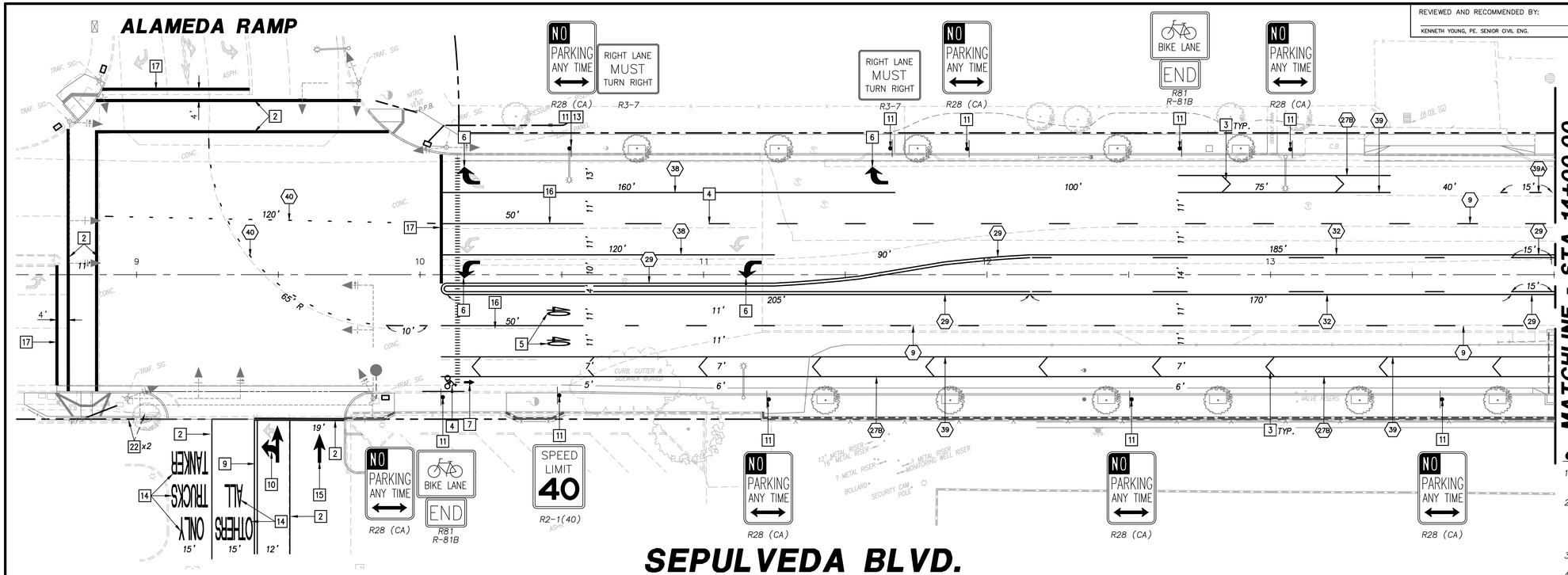
PROJECT NO.	SHEET	PLAN NO.
275	15 of 36	C-12

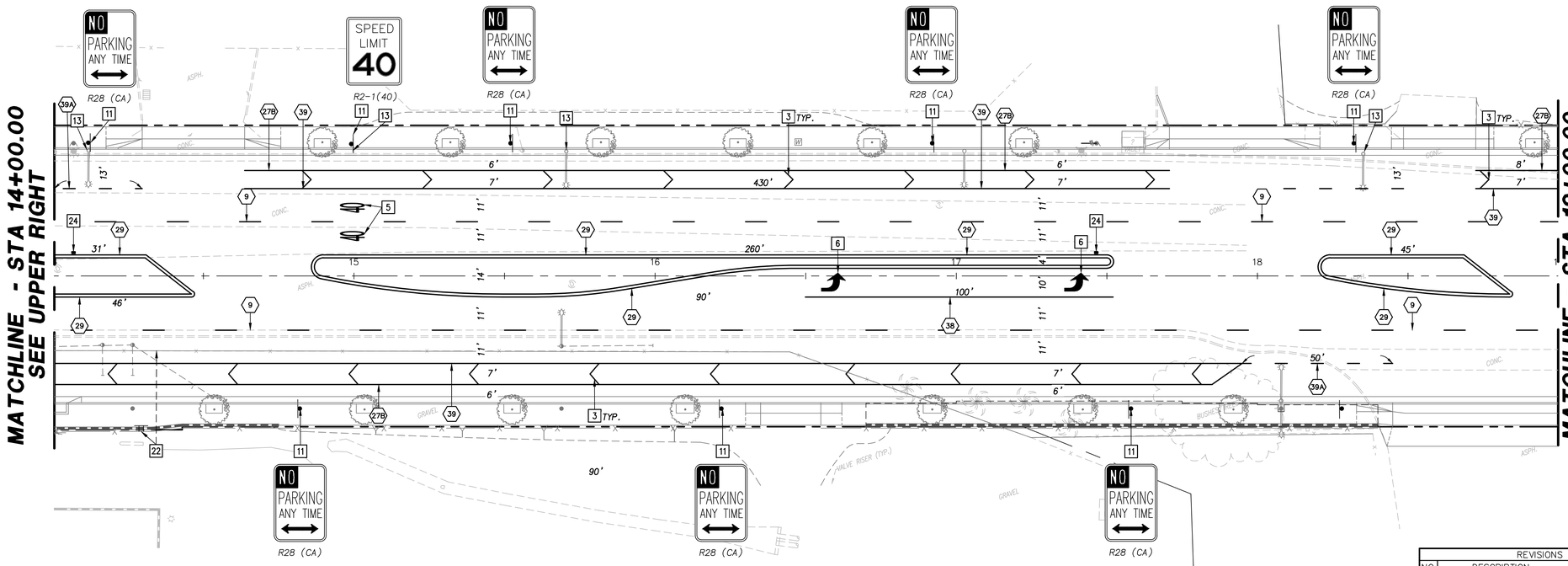
REVIEWED AND RECOMMENDED BY:

KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

APPROVED BY:

GILBERT MARQUEZ, PE. DATE





GENERAL STRIPING NOTES

1. SIGNING AND STRIPING SHALL BE ACCORDING TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CMUTCD), LATEST EDITION.
2. ALL CONFLICTING SIGNING AND STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. ALL RAISED PAVEMENT MARKERS SHALL BE CERAMIC TYPE.
3. ALL ARROWS AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTER LINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPIATE.
5. STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.
6. PROPOSED LANE LINES SHALL MATCH EXISTING LANE LINES UNLESS OTHERWISE INDICATED.
7. FOR AREAS RECEIVING OVERLAYS, ALL EXISTING THERMOPLASTIC STRIPING SHALL BE SANDBLASTED AND REMOVED.
8. INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKERS AT 6" FROM THE STRIPED MEDIAN FOR ALL FIRE HYDRANT LOCATIONS WITHIN THE PROJECT.

SIGNING & STRIPING CONSTRUCTION NOTES

1	RELOCATE EXISTING STREET SIGN.
2	INSTALL 12" WIDE THERMOPLASTIC WHITE PAVEMENT MARKING CROSSWALK LINE PER CALTRANS STD. PLAN NO. RSP A24E.
3	INSTALL 4" THERMOPLASTIC CHEVRON AT 40' SPACING.
4	INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN NO. A24C.
5	INSTALL THERMOPLASTIC PAVEMENT MARKINGS (NUMERALS) PER CALTRANS STD. PLAN NO. RSP A24C.
6	INSTALL THERMOPLASTIC TYPE IV (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. RSP A24A.
7	INSTALL THERMOPLASTIC BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
10	INSTALL THERMOPLASTIC TYPE VII (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
11	INSTALL SIGN PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
13	REMOVE EXISTING STREET SIGN & SALAVAGE TO THE CITY OF CARSON.
14	INSTALL THERMOPLASTIC PAVEMENT MARKINGS (WORDS) PER CALTRANS STD. PLAN NO. RSP A24E & PER DETAIL ON SHEET 4.
15	INSTALL THERMOPLASTIC TYPE I (10') ARROW PER CALTRANS STD. PLAN, NO. RSP A24A.
16	INSTALL 6" WIDE THERMOPLASTIC WHITE SOLID LANELINE.
17	INSTALL 12" WIDE THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STD. PLAN NO. RSP A24E
22	REMOVE AND RELOCATE EXISTING KINDER MORGAN SIGN ON NEW FENCE.
23	REMOVE AND REPLACE "FIRE DEPT. CONNECTION" SIGN ON NEW FENCE, MATCH IN-KIND.
24	INSTALL BLUE RAISED PAVEMENT MARKER PER MUTCD FIGURE 3B-102 (CA).

LEGEND

(XXX) INSTALL THERMOPLASTIC LANE LINE PER CALTRANS STANDARD PLANS.

RKA NORTH SCALE: 1" = 20'

UNDERGROUND SERVICE ALERT
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TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-7702- FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

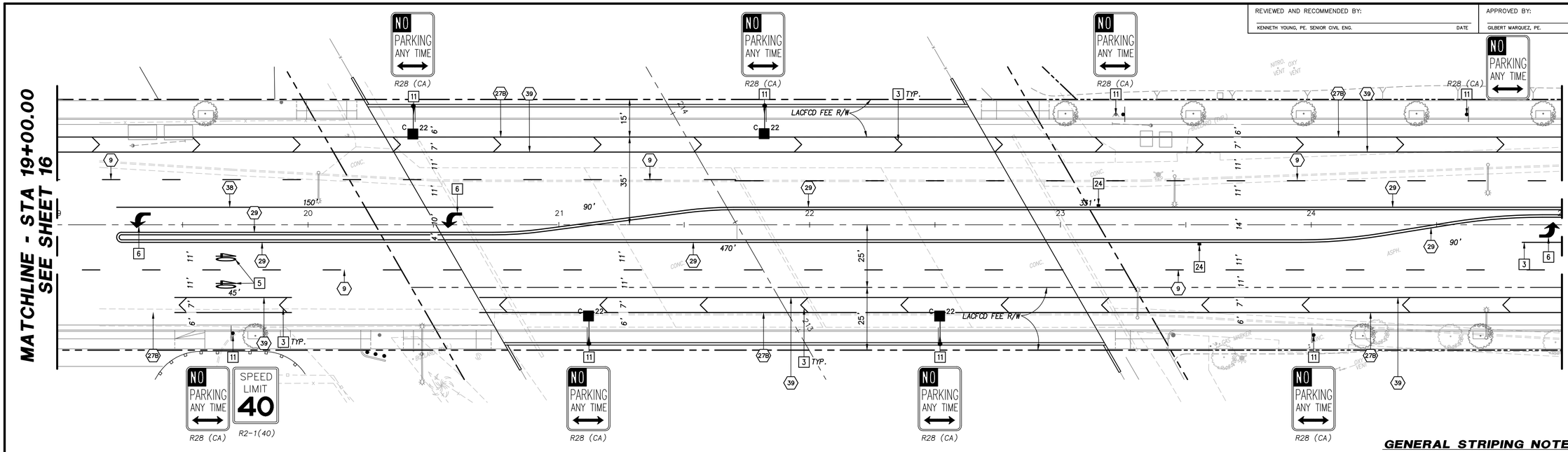
ENGINEERING SERVICES DIVISION

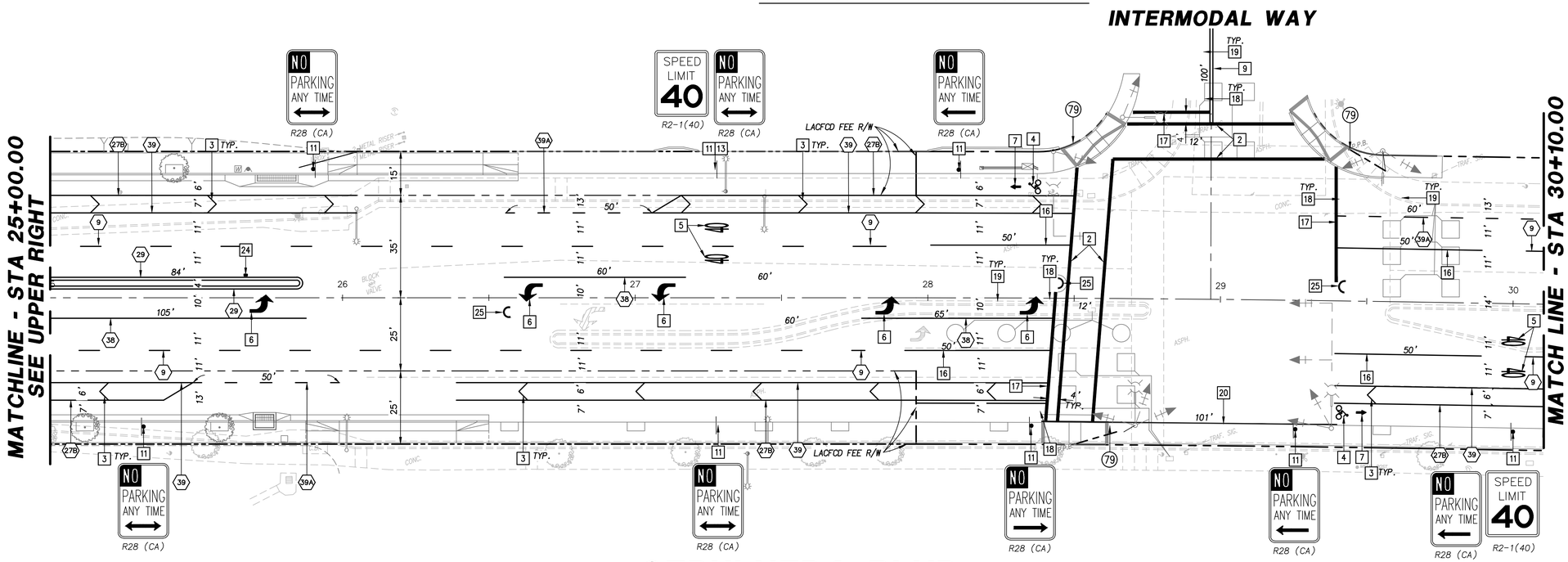
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
SIGNING AND STRIPING PLAN
STA. 9+00.00 TO STA. 19+00.00

PROJECT NO.	SHEET	PLAN NO.
275	16 of 36	S-1

DRAWING LAST UPDATED: 2016-9-21 PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD MAP\DWG\STRIA16.DWG
JOB NO.: 349010
DESIGNED BY: TAM DRAWN BY: TAM REVIEWED BY: KRP
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE





RKA NORTH
SCALE: 1" = 20'

GENERAL STRIPING NOTES

1. SIGNING AND STRIPING SHALL BE ACCORDING TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CMUTCD), LATEST EDITION.
2. ALL CONFLICTING SIGNING AND STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. ALL RAISED PAVEMENT MARKERS SHALL BE CERAMIC TYPE.
3. ALL ARROWS AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTER LINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPIATE.
5. STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.
6. PROPOSED LANE LINES SHALL MATCH EXISTING LANE LINES UNLESS OTHERWISE INDICATED.
7. FOR AREAS RECEIVING OVERLAYS, ALL EXISTING THERMOPLASTIC STRIPING SHALL BE SANDBLASTED AND REMOVED.
8. INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKERS AT 6" FROM THE STRIPED MEDIAN FOR ALL FIRE HYDRANT LOCATIONS WITHIN THE PROJECT.

CONSTRUCTION NOTES

(79) INSTALL NEW PEDESTRIAN PUSH BUTTON POST AND 2" CONDUIT. REPAIR HOLE ON EXISTING 15TS POLE.

SIGNING & STRIPING CONSTRUCTION NOTES

2	INSTALL 12" WIDE THERMOPLASTIC WHITE PAVEMENT MARKING CROSSWALK LINE PER CALTRANS STD. PLAN NO. RSP A24E.
3	INSTALL 4" THERMOPLASTIC CHEVRON AT 40' SPACING.
4	INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN NO. A24C.
5	INSTALL THERMOPLASTIC PAVEMENT MARKINGS (NUMERALS) PER CALTRANS STD. PLAN NO. RSP A24C.
6	INSTALL THERMOPLASTIC TYPE IV (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. RSP A24A.
7	INSTALL THERMOPLASTIC BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
9	INSTALL 4" DOUBLE YELLOW SOLID THERMOPLASTIC LINE PER CALTRANS STD. PLAN NO. A20A, DETAIL 22.
11	INSTALL SIGN PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
13	REMOVE EXISTING STREET SIGN & SALAVAGE TO THE CITY OF CARSON.
16	INSTALL 6" WIDE THERMOPLASTIC WHITE SOLID LANELINE.
17	INSTALL 12" WIDE THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STD. PLAN NO. RSP A24E.
18	REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE D LOOP DETECTORS PER CALTRANS STD. PLAN NO. RSP ES-5B.
19	REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE E LOOP DETECTORS PER CALTRANS STD. PLAN NO. RSP ES-5B.
20	PAINT CURB RED.
24	INSTALL BLUE RAISED PAVEMENT MARKER PER MUTCD FIGURE 3B-102 (CA).
25	PAINT CURB YELLOW, TWO COATS.

LEGEND

(XXX) INSTALL THERMOPLASTIC LANE LINE PER CALTRANS STANDARD PLANS.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE-SUITE E-WALNUT-CA-91789
(909) 594-9702- FAX (909) 594-2658
WWW.RKAGROUP.COM
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

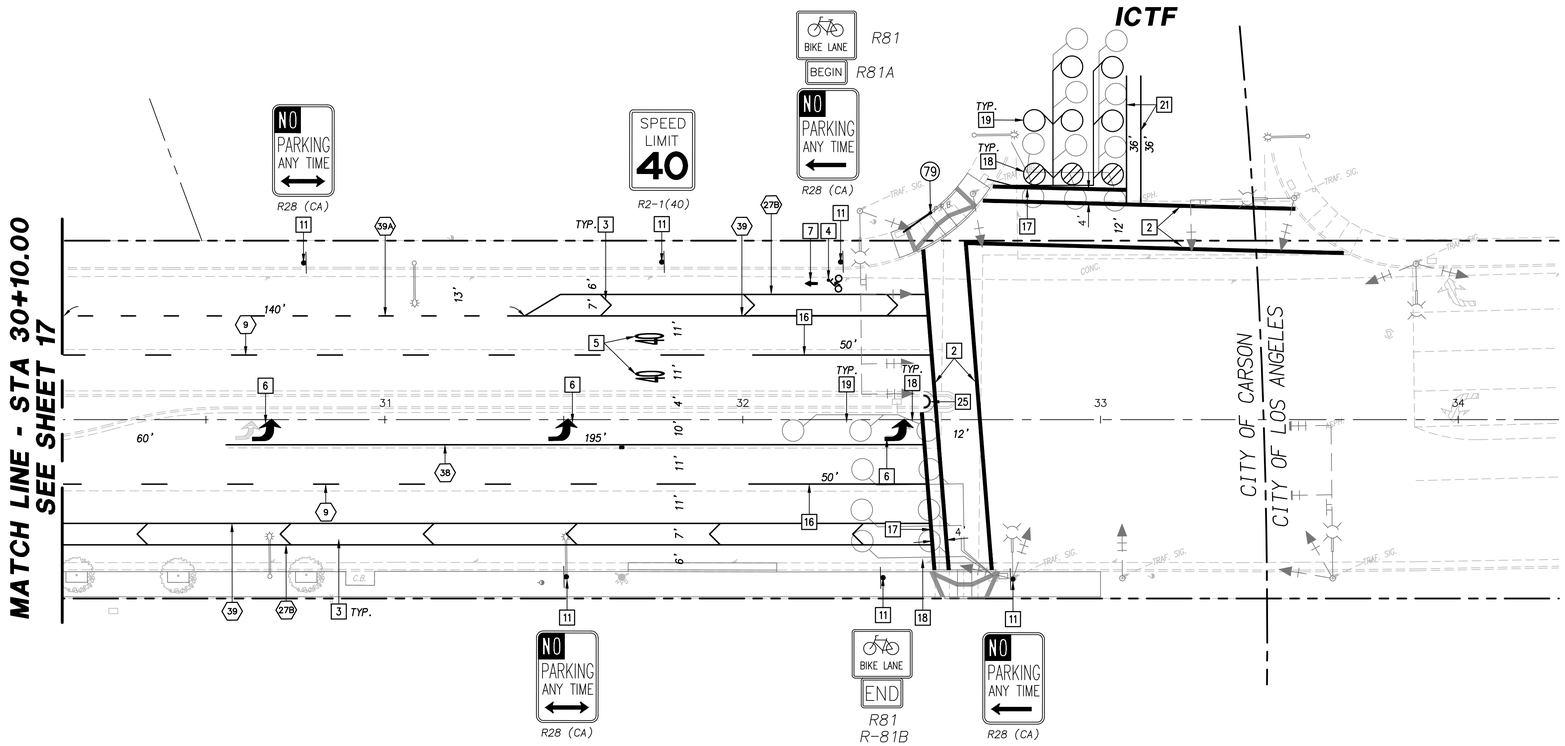
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
SIGNING AND STRIPING PLAN
STA. 19+00.00 TO STA. 30+10.00

PROJECT NO.	SHEET	PLAN NO.
275	17 of 36	S-2

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMPS\WRKG\STRAT.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-21
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE



SEPULVEDA BLVD.

LEGEND

(XXX) INSTALL THERMOPLASTIC LANE LINE PER CALTRANS STANDARD PLANS.

GENERAL STRIPING NOTES

1. SIGNING AND STRIPING SHALL BE ACCORDING TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CMUTCD), LATEST EDITION.
2. ALL CONFLICTING SIGNING AND STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. ALL RAISED PAVEMENT MARKERS SHALL BE CERAMIC TYPE.
3. ALL ARROWS AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTER LINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPIATE.
5. STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.
6. PROPOSED LANE LINES SHALL MATCH EXISTING LANE LINES UNLESS OTHERWISE INDICATED.
7. FOR AREAS RECEIVING OVERLAYS, ALL EXISTING THERMOPLASTIC STRIPING SHALL BE SANDBLASTED AND REMOVED.
8. INSTALL BLUE RETRO-REFLECTIVE RAISED PAVEMENT MARKERS AT 6" FROM THE STRIPED MEDIAN FOR ALL FIRE HYDRANT LOCATIONS WITHIN THE PROJECT.

CONSTRUCTION NOTES

- [2] INSTALL 12" WIDE THERMOPLASTIC WHITE LIMIT / CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24E.
- [3] INSTALL 4" THERMOPLASTIC CHEVRON AT 40' SPACING.
- [4] INSTALL THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN NO. A24C.
- [5] INSTALL THERMOPLASTIC PAVEMENT MARKINGS (NUMERALS) PER CALTRANS STD. PLAN NO. A24C.
- [6] INSTALL THERMOPLASTIC TYPE IV (LT OR RT) TURN ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
- [7] INSTALL THERMOPLASTIC BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
- [11] INSTALL SIGN PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- [16] INSTALL 6" WIDE THERMOPLASTIC WHITE SOLID LANELINE.
- [18] REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE D LOOP DETECTORS PER CALTRANS STD. PLAN NO. RSP ES-5B.
- [19] REPLACE EXISTING TRAFFIC SIGNAL LOOP IN-KIND WITH TYPE E LOOP DETECTORS PER CALTRANS STD. PLAN NO. RSP ES-5B.
- [21] INSTALL 6" WIDE THERMOPLASTIC YELLOW SOLID LANELINE.
- [25] PAINT CURB YELLOW, TWO COATS.

(79) INSTALL NEW PEDESTRIAN PUSH BUTTON POST AND 2" CONDUIT. REPAIR HOLE ON EXISTING 15TS POLE.

RKA NORTH SCALE: 1" = 20'

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

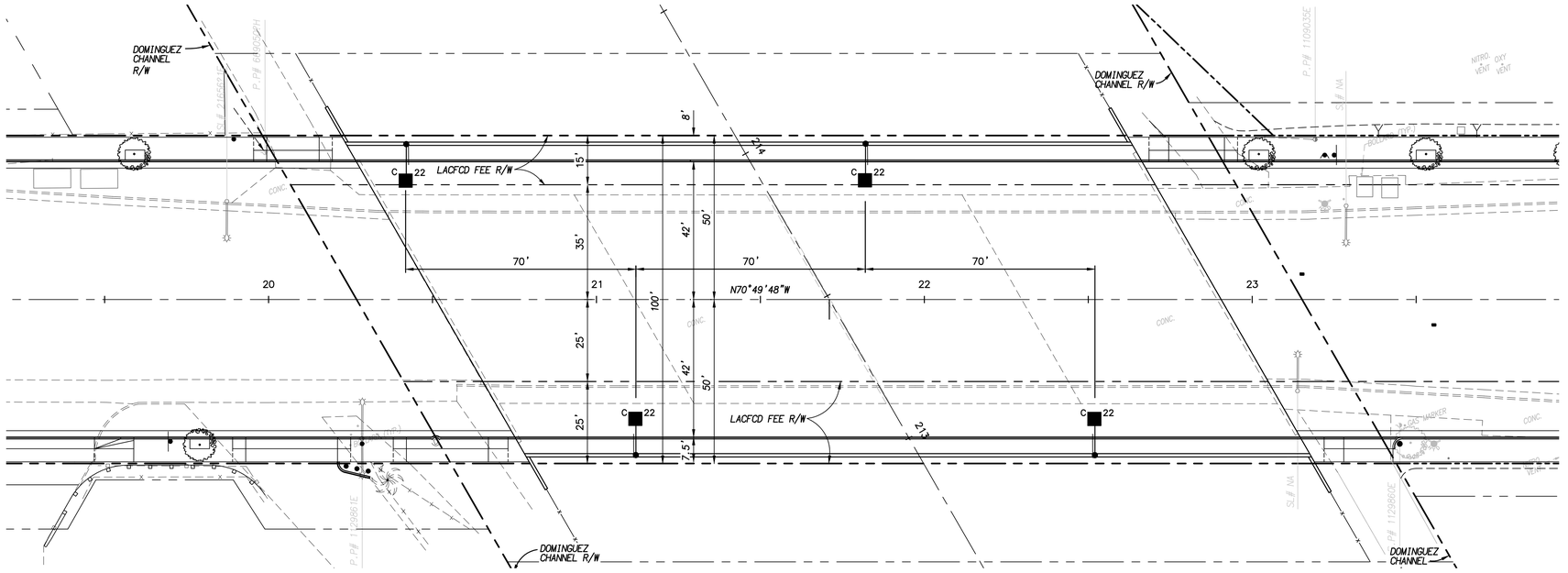
CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
SIGNING AND STRIPING PLAN
STA. 30+10.00 TO STA. 34+00.00

PROJECT NO.	SHEET	PLAN NO.
275	18 of 36	S-3

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\STRIP18.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MAJOR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-21
ALMAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:	APPROVED BY:
KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE	GILBERT MARQUEZ, PE. DATE



SEPULVEDA BLVD.

CITY OWNED STREET LIGHTS

LEGEND

C ■ 22 — PROPOSED LED EQUIVALENT FOR 22,000 LUMEN (200 WATT) H.P.S.V. STREETLIGHTS ON CONCRETE POLES TO BE INSTALLED, OWNED AND MAINTAINED BY THE CITY OF CARSON (LS-2 STREETLIGHTS).

RKA NORTH
SCALE: 1" = 20'

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER — KURT R. PEDERSEN — NO. 69745 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
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SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
ELECTRICAL STREET LIGHT PLAN
STA. 20+00.00 TO STA. 23+50.00

PROJECT NO.	SHEET	PLAN NO.
275	19 of 36	SL-1

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\LSTRA19.DWG
JOB NO: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MILAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-2-4
MILAR LAST DATE: X

GENERAL NOTES

1. ALL EQUIPMENT SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2018 UNLESS OTHERWISE SPECIFIED
2. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL EQUIPMENT SHOWN TO BE INSTALLED.
3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
4. (XXXX) INDICATES A DETECTOR ASSIGNMENT IN THE CONTROLLER CABINET.
5. PEDESTRIAN HEADS SHALL BE MODULAR TYPE III WITH INTERNATIONAL SYMBOLS. ALL PEDESTRIAN HEADS SHALL HAVE DIALIGHT COUNTDOWN TYPE LED (LIGHT EMITTED DIODE) PEDESTRIAN SIGNAL PHASE MODULE AND COMPLY WITH SECTION 86.4.07 OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.
6. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
7. POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE ENGINEER. FINAL POLE LOCATIONS SHALL COMPLY WITH ADA AND CALTRANS PLACEMENT REQUIREMENTS.
8. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-411-4133 48 HOURS PRIOR TO EXCAVATION. NO EXCAVATION SHALL BEGIN PRIOR TO THE MARKING OF UTILITY LOCATIONS.
9. THE CONTRACTOR IS REQUIRED TO TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICE.
10. THIS PLAN IS ACCURATE FOR TRAFFIC SIGNAL WORK SHOWN HEREON ONLY.
11. NEW SIGNAL HEADS SHALL BE 12" WITH VISOR AND BACK PLATES PER CALTRANS SPECIFICATIONS WITH DIALIGHT LED MODULES.
12. CONTRACTOR SHALL SUPPLY AND INSTALL NEW CONDUCTORS AND CABLES PER THE CONDUCTOR SCHEDULE AND TO PROVIDE THE INTENDED OPERATION. NEW CONDUCTORS AND CABLES SHALL BE PER CALTRANS SPECIFICATIONS.
13. NO SPLICING WILL BE ALLOWED IN ANY PULL BOXES FOR THE SIGNAL CONDUCTORS FROM THE CONTROLLER TO EACH POLE. THE CONDUCTORS SHALL FEED DIRECTLY FROM ONE CONDUIT TO THE NEXT WITH MINIMUM SLACK COILED IN PULL BOX, WHERE PULL BOX IS NEXT TO THE CONTROLLER A MINIMUM OF 3 FEET OF SLACK SHALL BE PROVIDED.
14. CONTRACTOR SHALL PROVIDE AN AS-BUILT PLAN TO THE ENGINEER UPON COMPLETION OF WORK. AS-BUILT PLAN SHALL INCLUDE ALL DESIGN CHANGES, DISCREPANCIES OBSERVED IN THE FIELD, AND CONDUCTOR SCHEDULE.
15. CONDUCTOR SCHEDULE IS FURNISHED AS AN INSTALLATION GUIDELINE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILTY TO PROVIDE THE CORRECT CABLES AND CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
16. SEE SIGNING AND STRIPING PLANS FOR SIGNS.
17. SPLICING SHALL BE PER METHOD B AS SHOWN ON CALTRANS STANDARD PLAN NO. ES-13A.
18. ALL NEW PULL BOXES SHALL BE NO. 6 WITH FIBERLITE LIDS UNLESS OTHERWISE STATED. CONTRACTOR SHALL REPLACE EXISTING TRAFFIC SIGNAL PULL BOX LIDS WITH FIBERLITE LIDS.
19. CONTRACTOR SHALL REMOVE CONCRETE PANELS DISTURBED BY CONSTRUCTION OF THESE IMPROVEMENTS FROM JOINT TO JOINT AND REPLACE IN KIND.
20. ▨ INDICATES VIDEO DETECTION ZONE

CONSTRUCTION NOTES (THIS SHEET ONLY)

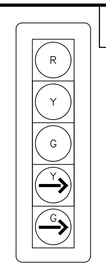
1. EXISTING TYPE 170 CONTROLLER IN MODEL 332 CABINET. INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION SYSTEM COLOR MONITOR AND CABLING PER MANUFACTURE'S RECOMMENDATIONS AND AUXILIARY EQUIPMENT REQUIRED FOR THE DESIRED OPERATION.
2. INSTALL ITERIS VANTAGE VECTOR RADAR CAMERA ON LUMINAIRE MAST ARM.
3. INSTALL ITERIS VANTAGE VECTOR RADAR CAMERA ON MAST ARM.
4. INSTALL ITERIS NEXT CAMERA ON LUMINAIRE MAST ARM.
5. INSTALL ITERIS NEXT CAMERA ON MAST ARM.
6. INSTALL NEW 12" LED THREE INDICATION VEHICLE HEAD.
8. REMOVE EXISTING PEDESTRIAN SIGNAL MODULE AND INSTALL NEW LED PEDESTRIAN COUNT DOWN SIGNAL MODULE IN EXISTING HOUSING.
9. INSTALL NEW PEDESTRIAN PUSH BUTTON POST PER CALTRANS STANDARD PLAN ES-7A.
10. REMOVE ø4 PPB AND REPAIR ANY UNUSED HOLES IN POLE.
11. INSTALL NEW LED PEDESTRIAN COUNT DOWN SIGNAL MODULE AND HOUSING.
12. INSTALL NEW ADA COMPLIANT PPB AND HOUSING.
14. REMOVE AND SALVAGE EXISTING IISNS. INSTALL NEW RSNS.
15. REMOVE AND SALVAGE EXISTING SIGN. INSTALL NEW SIGN.
16. REMOVE AND SALVAGE EXISTING SERVICE PEDESTAL. FURNISH AND INSTALL NEW CALTRANS TYPE III-BF SERVICE PEDESTAL ON NEW FOUNDATION.
- AB ABANDON, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
- CB CONNECT CONDUIT TO EXISTING PULL BOX.
- RS EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CITY OF CARSON AND SHALL BE DELIVERED TO THE CITY YARD. COMPLETELY REMOVE EXISTING SIGNAL FOUNDATION WHERE APPLICABLE.



R73-2 R2-1(40) R3-4 R9-3 R9-3a

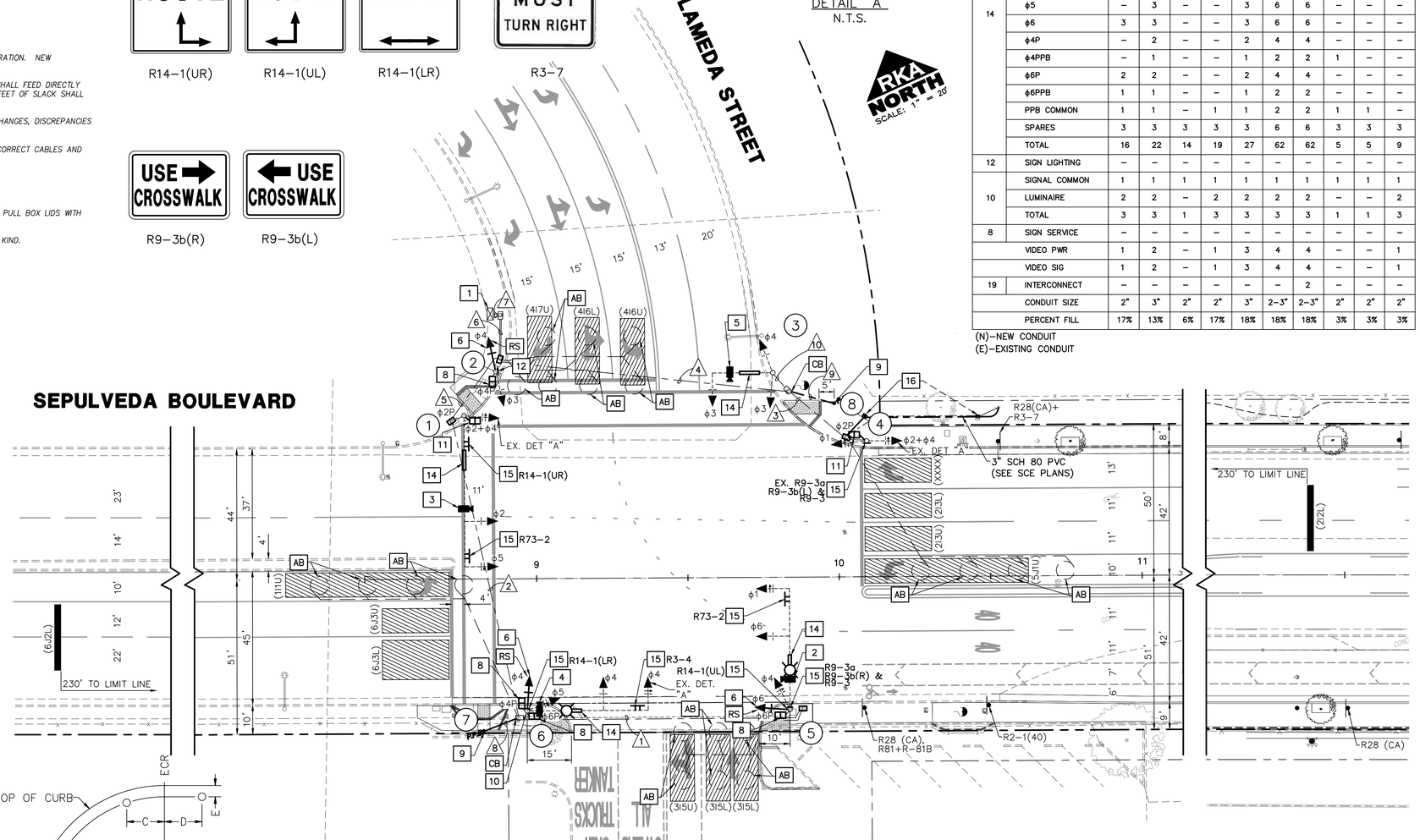
R14-1(UR) R14-1(UL) R14-1(LR) R3-7

R9-3b(R) R9-3b(L)



DETAIL "A"
N.T.S.

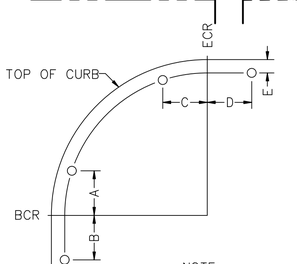
RKA NORTH
SCALE: 1" = 20'



POLE SCHEDULE

○	STANDARD TYPE	HT	MAST ARM SIG	MAST ARM LUM	LED WATT	SIGNAL MOUNTING M.A.	SIGNAL MOUNTING POLE	SIGNAL MOUNTING PED	PPB * QUAD	PPB * ø	R.S.N.S.** LEGEND	POLE LOCATION A	B	C	D	E
① (E)	29-5-113	30'	50'	–	–	MAS MAS	SV-1-T	SP-1-T(N)	E	4	ALAMEDA ST ➡	–	–	25.5'	–	2.0'
② (E)	1-A	10'	–	–	–	–	TV-2-T(N)	SP-1-T	S	2	–	17.5'	–	–	–	2.5'
③ (E)	16-2-100	16'	20'	–	1	MAS	TV-2-T	–	–	–	SEPULVEDA BL	–	–	11	–	2.5'
④ (E)	1-A	10'	–	–	–	–	TV-1-T	–	–	–	–	4.0'	–	–	–	2.5'
⑤ (E)	26-3-113	30'	40'	12'	150	MAT MAS	SV-2-TB(N)	SP-1-T	S	6	⬅ ALAMEDA ST	PER PLAN				3.5'
⑥ (E)	26-3-113	30'	40'	12'	150	MAS-4B MAS	SV-2-TB(N)	SP-2-T	S	6	SEPULVEDA BL	PER PLAN				2.5'
⑦ (N)	PPB POST	3.5'	–	–	–	–	–	–	E&W	4	–	PER PLAN				9.0'
⑧ (N)	PPB POST	5.7'	–	–	–	–	–	–	S	2	–	PER PLAN				

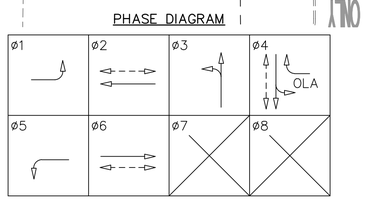
*ALL PUSH BUTTON DEVICES SHALL BE APS AND COMPLY WITH "ADA" STANDARDS.
**REPLACE ALL ISNS WITH NEW RSNS WITH 12" UC AND 9" LC LETTERS.
(N)-NEW POLES OR EQUIPMENT
(E)-EXISTING POLES AND EQUIPMENT



NOTE:
"E" SHALL BE 3'
UNLESS OTHERWISE NOTED.

POLE LOCATION DETAIL
N.T.S.

PHASE DIAGRAM



* OLA = ø2 + ø4

CONDUCTOR SCHEDULE

AWG	PHASE	RUNS 1 (E)	2 (E)	3 (E)	4 (E)	5 (E)	6 (E)	7 (E)	8 (N)	9 (N)	10 (E)
14	ϕ1	3	3	3	3	3	6	6	–	–	–
	ϕ2	–	–	3	3	3	6	6	–	–	–
	ϕ2P	–	–	2	2	2	4	4	–	–	–
	ϕ2PPB	–	–	–	1	–	2	2	–	1	–
	ϕ3	–	–	–	3	–	6	6	–	–	3
	ϕ4	3	3	3	3	3	6	6	–	–	3
	ϕ5	–	3	–	–	3	6	6	–	–	–
	ϕ6	3	3	–	–	3	6	6	–	–	–
	ϕ4P	–	2	–	–	2	4	4	–	–	–
	ϕ4PPB	–	1	–	–	1	2	2	1	–	–
	ϕ6P	2	2	–	–	2	4	4	–	–	–
	ϕ6PPB	1	1	–	–	1	2	2	–	–	–
	PPB COMMON	1	1	–	1	1	2	2	1	1	–
	SPARES	3	3	3	3	3	6	6	3	3	3
	TOTAL	16	22	14	19	27	62	62	5	5	9
12	SIGN LIGHTING	–	–	–	–	–	–	–	–	–	–
10	SIGNAL COMMON	1	1	1	1	1	1	1	1	1	1
	LUMINAIRE	2	2	–	2	2	2	2	–	–	2
	TOTAL	3	3	1	3	3	3	3	1	1	3
8	SIGN SERVICE	–	–	–	–	–	–	–	–	–	–
	VIDEO PWR	1	2	–	1	3	4	4	–	–	1
	VIDEO SIG	1	2	–	1	3	4	4	–	–	1
19	INTERCONNECT	–	–	–	–	–	–	2	–	–	–
	CONDUIT SIZE	2"	3"	2"	2"	3"	2-3"	2-3"	2"	2"	2"
	PERCENT FILL	17%	13%	6%	17%	18%	18%	18%	3%	3%	3%

(N)-NEW CONDUIT
(E)-EXISTING CONDUIT

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE LOCAL GOVERNMENT AGENCIES, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
KURT R. PEDERSEN
NO. 69745
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVIEWED AND RECOMMENDED BY:
KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

APPROVED BY:
GILBERT MARQUEZ, PE. DATE

REVISIONS NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
TRAFFIC SIGNAL PLAN
SEPULVEDA BLVD. AND ALAMEDA TRANSITION RAMP

PROJECT NO. 275 | SHEET 20 of 36 | PLAN NO. TS-1

PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MILAR REVISION DATE X
DRAWING LAST UPDATED: 2016-9-14
ALTIMA PLOT DATE X
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010 – SEPULVEDA BLVD IMP\DWG\STRA2D.DWG

GENERAL NOTES

1. ALL EQUIPMENT SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2018 UNLESS OTHERWISE SPECIFIED
2. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL EQUIPMENT SHOWN TO BE INSTALLED.
3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
4. (XXXX) INDICATES A DETECTOR ASSIGNMENT IN THE CONTROLLER CABINET.
5. PEDESTRIAN HEADS SHALL BE MODULAR TYPE III WITH INTERNATIONAL SYMBOLS. ALL PEDESTRIAN HEADS SHALL HAVE DIALIGHT COUNTDOWN TYPE LED (LIGHT EMITTED DIODE) PEDESTRIAN SIGNAL PHASE MODULE AND COMPLY WITH SECTION 86.4.07 OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.
6. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
7. POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE ENGINEER. FINAL POLE LOCATIONS SHALL COMPLY WITH ADA AND CALTRANS PLACEMENT REQUIREMENTS.
8. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-411-4133 48 HOURS PRIOR TO EXCAVATION. NO EXCAVATION SHALL BEGIN PRIOR TO THE MARKING OF UTILITY LOCATIONS.
9. THE CONTRACTOR IS REQUIRED TO TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICE.
10. THIS PLAN IS ACCURATE FOR TRAFFIC SIGNAL WORK SHOWN HEREON ONLY.
11. NEW SIGNAL HEADS SHALL BE 12" WITH VISOR AND BACK PLATES PER CALTRANS SPECIFICATIONS WITH DIALIGHT LED MODULES.
12. CONTRACTOR SHALL SUPPLY AND INSTALL NEW CONDUCTORS AND CABLES PER THE CONDUCTOR SCHEDULE AND TO PROVIDE THE INTENDED OPERATION. NEW CONDUCTORS AND CABLES SHALL BE PER CALTRANS SPECIFICATIONS.
13. NO SPLICING WILL BE ALLOWED IN ANY PULL BOXES FOR THE SIGNAL CONDUCTORS FROM THE CONTROLLER TO EACH POLE. THE CONDUCTORS SHALL FEED DIRECTLY FROM ONE CONDUIT TO THE NEXT WITH MINIMUM SLACK COILED IN PULL BOX, WHERE PULL BOX IS NEXT TO THE CONTROLLER A MINIMUM OF 3 FEET OF SLACK SHALL BE PROVIDED.
14. CONTRACTOR SHALL PROVIDE AN AS-BUILT PLAN TO THE ENGINEER UPON COMPLETION OF WORK. AS-BUILT PLAN SHALL INCLUDE ALL DESIGN CHANGES, DISCREPANCIES OBSERVED IN THE FIELD, AND CONDUCTOR SCHEDULE.
15. CONDUCTOR SCHEDULE IS FURNISHED AS AN INSTALLATION GUIDELINE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILTY TO PROVIDE THE CORRECT CABLES AND CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
16. SEE SIGNING AND STRIPING PLANS FOR SIGNS.
17. SPLICING SHALL BE PER METHOD B AS SHOWN ON CALTRANS STANDARD PLAN NO. ES-13A.
18. ALL NEW PULL BOXES SHALL BE NO. 6 WITH FIBERLITE LIDS UNLESS OTHERWISE STATED. CONTRACTOR SHALL REPLACE EXISTING TRAFFIC SIGNAL PULL BOX LIDS WITH FIBERLITE LIDS.
19. CONTRACTOR SHALL REMOVE CONCRETE PANELS DISTURBED BY CONSTRUCTION OF THESE IMPROVEMENTS FROM JOINT TO JOINT AND REPLACE IN KIND.
20. ▨ INDICATES VIDEO DETECTION ZONE

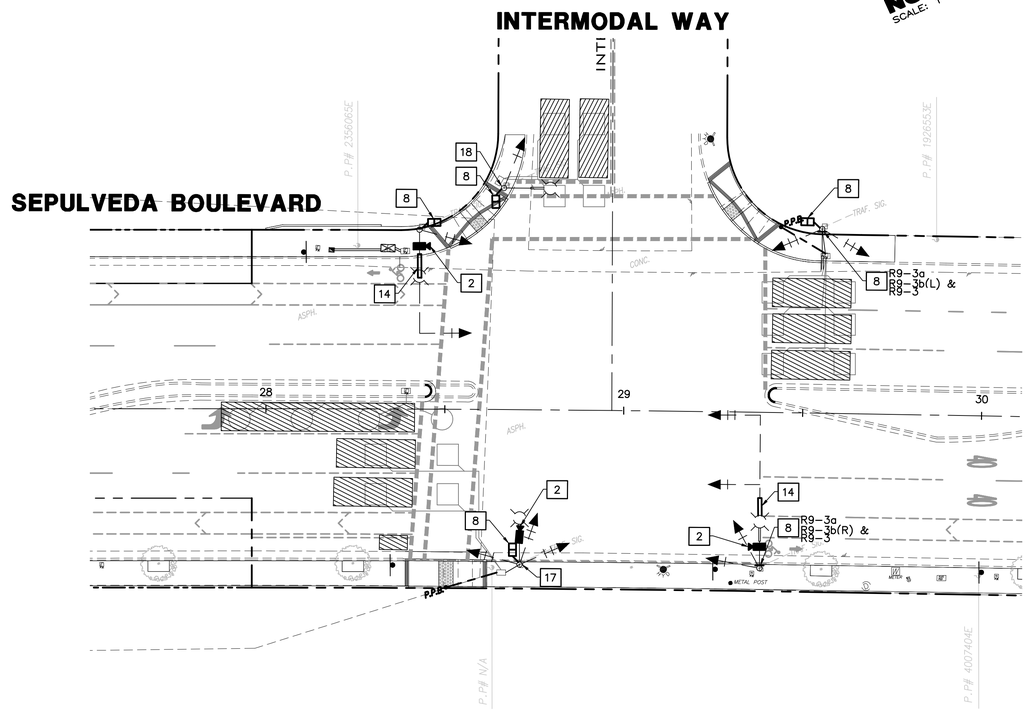
CONSTRUCTION NOTES (THIS SHEET ONLY)

1	EXISTING TYPE 170 CONTROLLER IN MODEL 332 CABINET. INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION SYSTEM COLOR MONITOR AND CABLING PER MANUFACTURE'S RECOMMENDATIONS AND AUXILIARY EQUIPMENT REQUIRED FOR THE DESIRED OPERATION.
2	INSTALL ITERIS VANTAGE VECTOR RADAR CAMERA ON LUMINAIRE MAST ARM.
3	INSTALL ITERIS VANTAGE VECTOR RADAR CAMERA ON MAST ARM.
4	INSTALL ITERIS NEXT CAMERA ON LUMINAIRE MAST ARM.
5	INSTALL ITERIS NEXT CAMERA ON MAST ARM.
6	INSTALL NEW 12" LED THREE INDICATION VEHICLE HEAD.
7	INSTALL NEW DETAIL "A" VEHICLE HEAD.
8	REMOVE EXISTING PEDESTRIAN SIGNAL MODULE AND INSTALL NEW LED PEDESTRIAN COUNT DOWN SIGNAL MODULE IN EXISTING HOUSING.
9	INSTALL NEW PEDESTRIAN PUSH BUTTON POST PER CALTRANS STANDARD PLAN ES-7A.
10	REMOVE ø4 PPB AND REPAIR ANY UNUSED HOLES IN POLE.
11	INSTALL NEW LED PEDESTRIAN COUNT DOWN SIGNAL MODULE AND HOUSING.
12	INSTALL NEW ADA COMPLIANT PPB AND HOUSING.
13	HIGH MOUNT NEW 12" LED THREE INDICATION VEHICLE HEAD AT A HEIGHT OF 16'.
14	REMOVE AND SALVAGE EXISTING IISNS. INSTALL NEW RSNS.
15	REMOVE AND SALVAGE EXISTING SIGN. INSTALL NEW SIGN.
16	REMOVE AND SALVAGE EXISTING SERVICE PEDESTAL. FURNICH AND INSTALL NEW CALTRANS TYPE III-BF SERVICE PEDESTAL ON NEW FOUNDATION.
17	REMOVE EXISTING PEDESTRIAN PUSH BUTTON AND PLUG HOLE.
18	REPLACE MISSING COVER PLATE ON TRAFFIC SIGNAL.
AB	ABANDON, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
CB	CONNECT CONDUIT TO EXISTING PULL BOX.
RS	EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CITY OF CARSON AND SHALL BE DELIVERED TO THE CITY YARD. COMPLETELY REMOVE EXISTING SIGNAL FOUNDATION WHERE APPLICABLE.



R9-3b(R) R9-3b(L) R9-3 R9-3a

RKA NORTH SCALE: 1" = 20'



PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE LOCAL GOVERNMENT AGENCIES, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
20' 10' 0' 20' 40'
GRAPHIC SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER KURT R. PEDERSEN NO. 69745 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE, SUITE E, WALNUT, CA 91789
(909) 594-9702 FAX (909) 594-2658
WWW.RKAGROUP.COM
11/18/24
KURT R. PEDERSEN RCE 69745 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

REVIEWED AND RECOMMENDED BY:
KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

APPROVED BY:
GILBERT MARQUEZ, PE. DATE

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

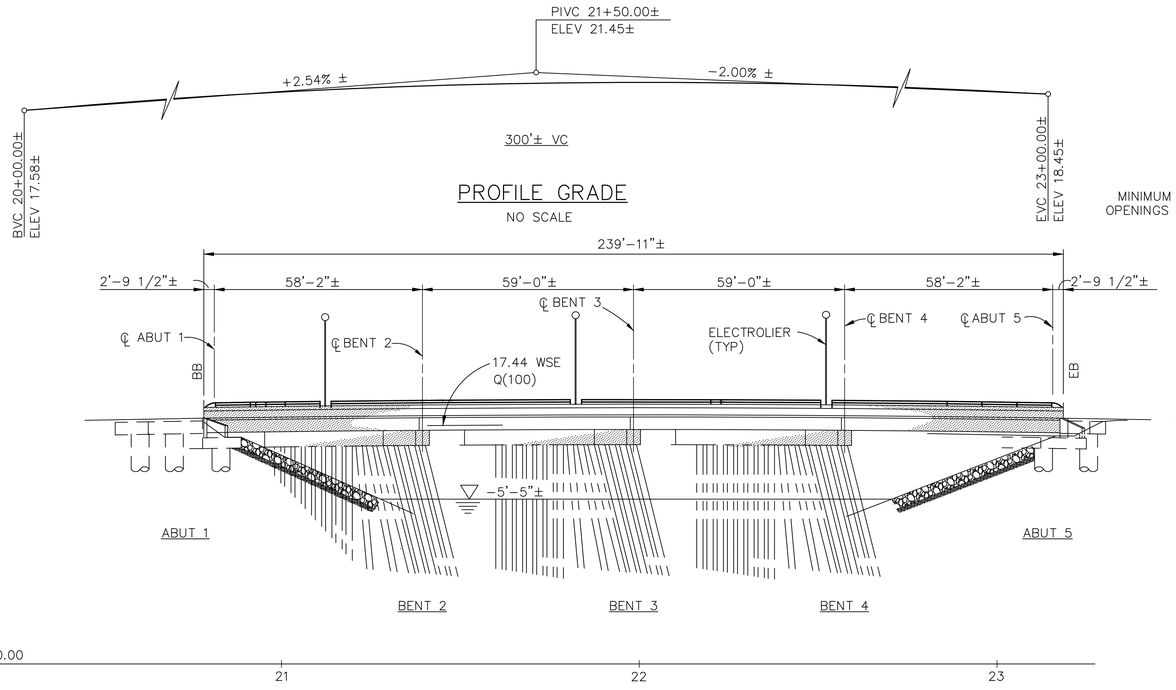
ENGINEERING SERVICES DIVISION

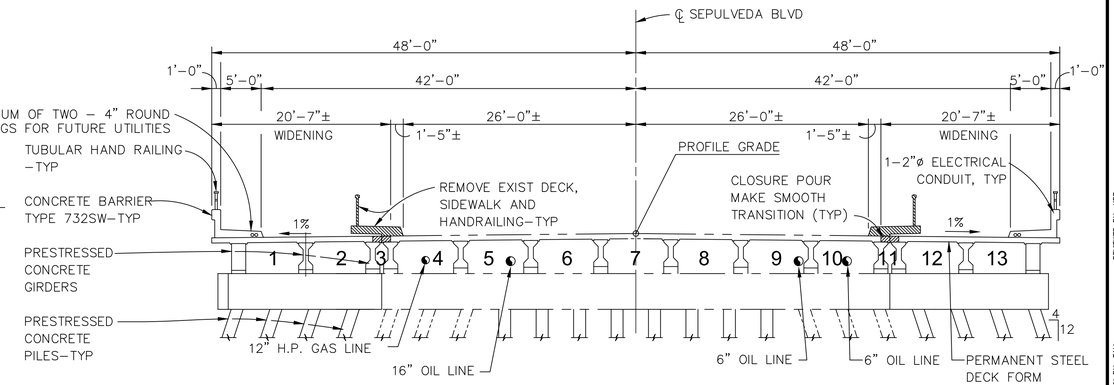
SEPULVEDA BLVD
ALAMEDA ST. TO E. CITY LIMITS
TRAFFIC SIGNAL PLAN
SEPULVEDA BLVD. AND INTERMODAL WAY

PROJECT NO.	SHEET	PLAN NO.
275	21 of 36	TS-2

REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
DRAWING NAME: X:\ACAD\349010 - SEPULVEDA BLVD IMP\DWG\LSTRA21.DWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-9-14
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE





TYPICAL SECTION

1/8"=1'−0"

INDEX TO BRIDGE PLANS

SHEET NO.	TITLE
BR−1	BRIDGE GENERAL PLAN
BR−2	FOUNDATION PLAN & PILE DETAILS
BR−2A	CHANNEL DETAILS
BR−2B	BRIDGE DETAILS
BR−3	ABUTMENT DETAILS NO. 1
BR−4	ABUTMENT DETAILS NO. 2
BR−5	ABUTMENT DETAILS NO. 3
BR−5A	ABUTMENT DETAILS NO. 4
BR−6	BENT DETAILS
BR−7	BEARING RETROFIT DETAILS
BR−8	PRESTRESSED GIRDER (INTERIOR)
BR−9	PRESTRESSED GIRDER (EXTERIOR)
BR−10	TYPICAL SECTION & DECK REINFORCEMENT
BR−11	END DIAPHRAGM DETAILS
BR−12	LOG OF TEST BORINGS

NOTE:

FOR PILE DATA, SEE BR−2A

APPLICABLE CALTRANS' STANDARD PLANS 2018

A10−A,B	ABBREVIATIONS
A10−C,D	SYMBOLS
A62−C	EXCAVATION AND BACKFILL BRIDGE− LIMITS OF PAYMENT
RSP A−85	CHAIN LINK FENCE
RSP BO−3	BRIDGE DETAILS
BO−5	BRIDGE DETAILS
BO−13	BRIDGE DETAILS
B6−21	JOINT SEALS
RSP B11−7	CHAIN LINK RAILING
RSP B11−51	TUBULAR HANDRAILING
B11−58	CONCRETE TYPE 732SW (SHEET 1 OF 2)
B11−59	CONCRETE TYPE 732SW (SHEET 2 OF 2)
RSP ES−9A	ELECTRICAL SYSTEM
ES−9B	ELECTRICAL SYSTEM
RSP ES−9D	ELECTRICAL SYSTEM

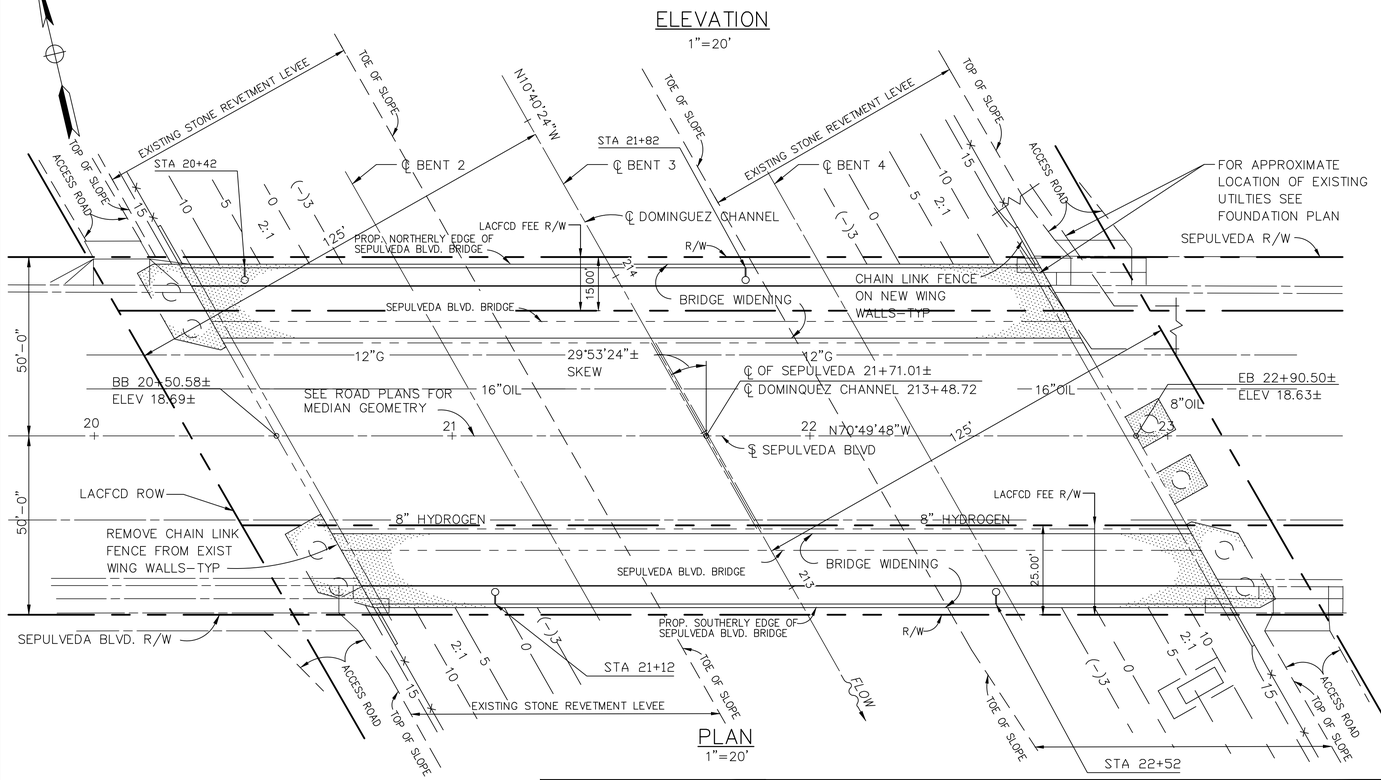
APPROXIMATE BRIDGE QUANTITIES

BRIDGE REMOVAL (PORTION)	LUMP SUM
JACK BRIDGE	LUMP SUM
MODIFY BEARINGS	64 EA
JOINT SEAL − TYPE AL	150 LF
JOINT SEAL − TYPE B (MR=1")	95 LF
60" CAST−IN−DRILLED−HOLE CONCRETE PILING	824 LF
PRESSURE GROUT DOWEL	680 LF
DRILL AND BOND DOWEL	1,710 LF
DRILL AND BOND DOWEL (EPOXY CARTRIDGE)	135 LF
CORE CONCRETE (1 3/4")	785 LF
FURNISH PRECAST CONCRETE PILING (16" OCTAGONAL)	1,272 LF
DRIVE PRECAST CONCRETE PILING (16" OCTAGONAL)	24 EA
FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (50'−60')	24 EA
ERECT PRECAST PRESTRESSED CONCRETE GIRDER (50'−60')	24 EA
CHAIN LINK FENCE	40 LF
METAL TUBE BRIDGE RAILING	469 LF
CONCRETE BARRIER (TYPE 732SW)	469 LF
REFINISH BRIDGE DECK	664 SF
ISOLATION CASING (CORRUGATED METAL PIPE)	11220 LB

FINAL PAY QUANTITIES

STRUCTURE EXCAVATION (BRIDGE)	280 CY
STRUCTURE BACKFILL (BRIDGE)	30 CY
STRUCTURAL CONCRETE (BRIDGE)	699 CY
BAR REINFORCING STEEL (BRIDGE)	379,000 LB

FOR GENERAL NOTES SEE "PRESTRESSED GIRDER (EXTERIOR)" SHEET



NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

INDICATES EXISTING STRUCTURE

CALTRANS STANDARD PLAN SHEET NO.

DETAIL NO.

SECTION OR DETAIL DESIGNATION

REFERENCE SHEET FROM WHICH SECTION OR DETAIL IS TAKEN

REFERENCE SHEET ON WHICH SECTION OR DETAIL IS SHOWN

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
1"=20'
0 1 8 16 24
SCALE: 1/8"=1'−0"

REGISTERED PROFESSIONAL ENGINEER
GILBERT M. GUEVARA
No. C70989
Exp. 6/30/25
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 11−11−24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. −
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111−93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

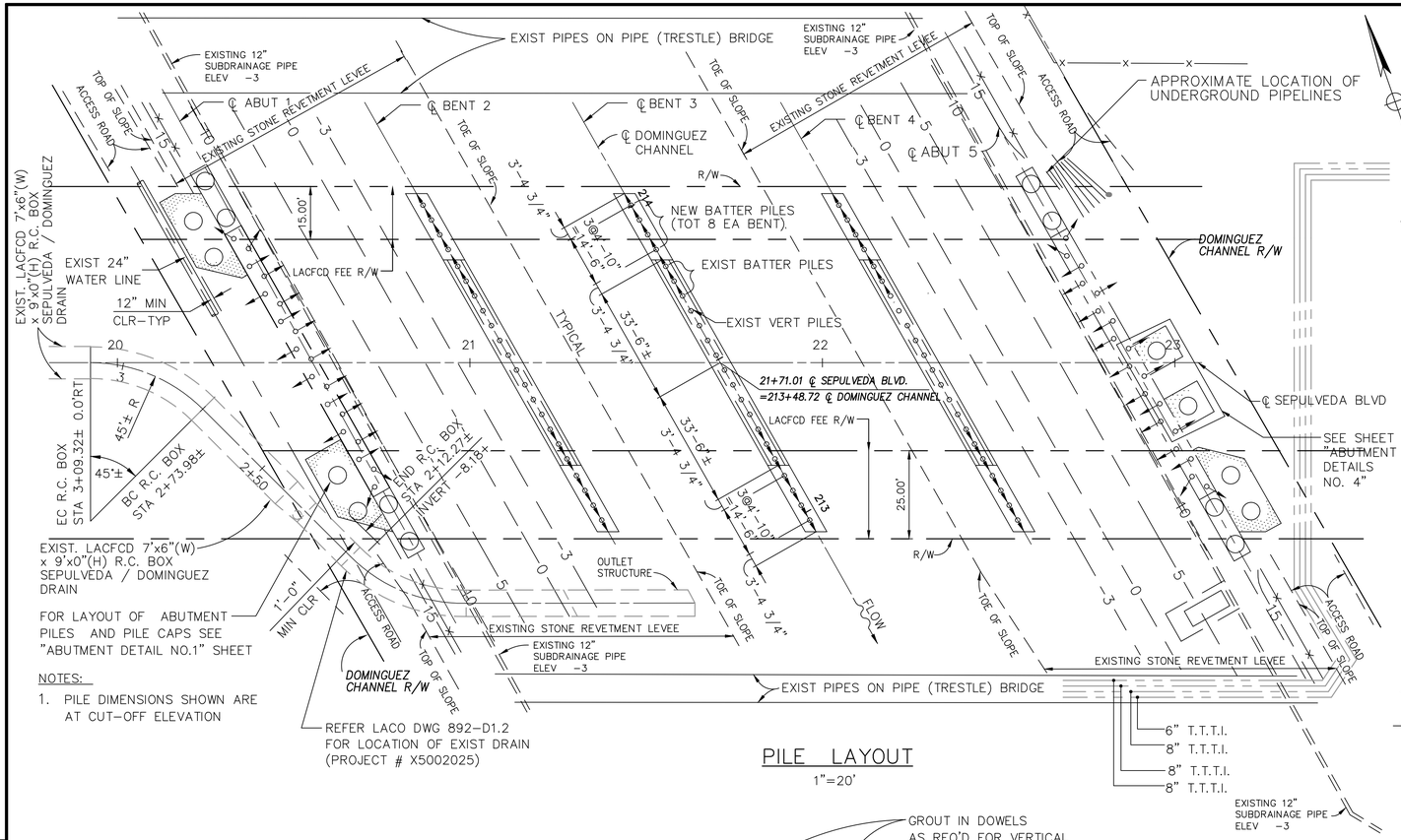
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
BRIDGE GENERAL PLAN

CONTRACT NO.	DRAWING NO.	SHT. 22 OF 36 SHTS.
	BR−1	

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 34910
DRAWING NAME: X:\ACAD\34900\DWG\STRAT-BI.DWG
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016-2-29
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

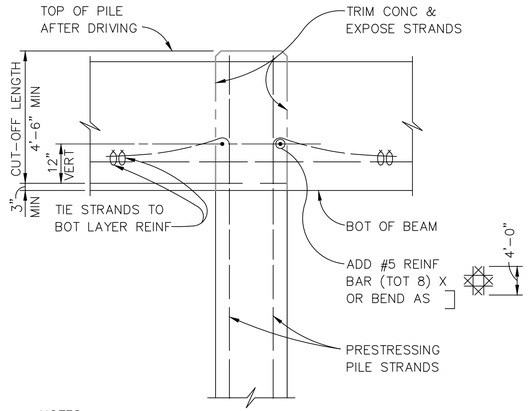


PILE LAYOUT

1"=20'

NOTES:

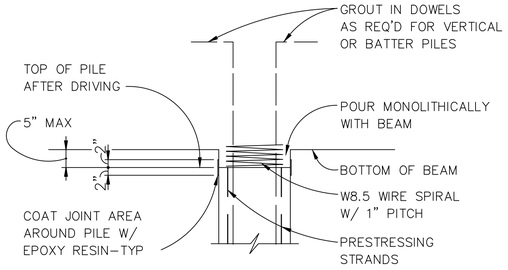
1. PILE DIMENSIONS SHOWN ARE AT CUT-OFF ELEVATION



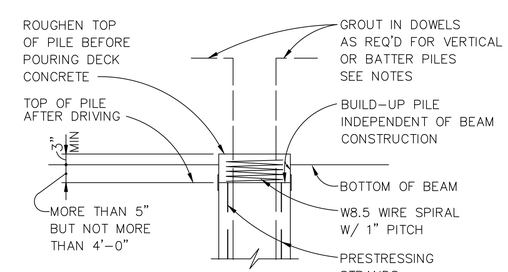
NOTES:

1. WHEN MORE THAN 4'-6" OF PILE IS CUT-OFF AND THERE IS NO BUILD-UP (CONTRACTOR OPTION).

EXPOSED STRAND EMBEDMENT*



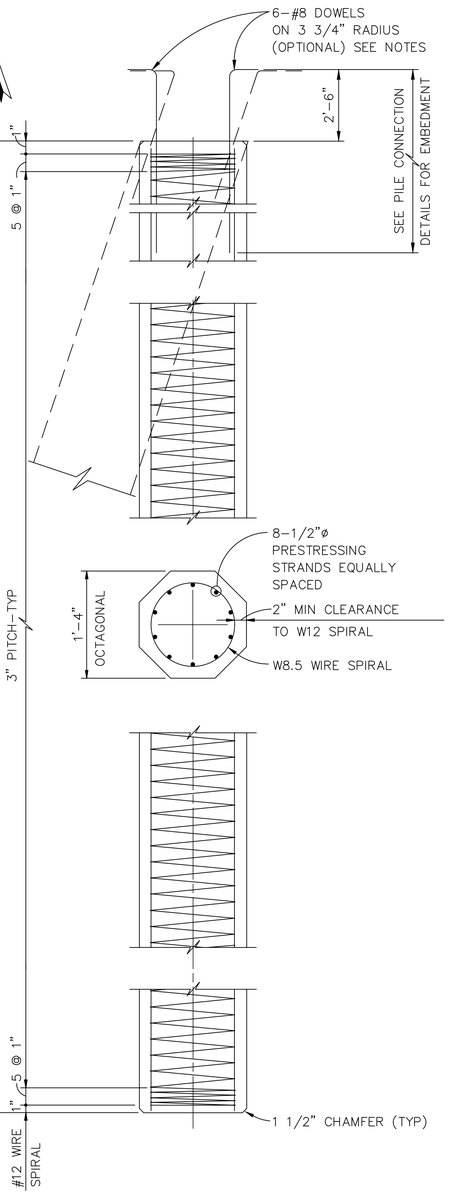
MONOLITHIC BUILD-UP



INDEPENDENT BUILD-UP

PILE BUILD-UP DETAILS*

* = VERTICAL PILE SHOWN BATTER PILE SIMILAR



TYPICAL 16" OCTAGONAL PRECAST PRESTRESSED CONCRETE PILE*

NO SCALE

OCTAGONAL PRECAST PRESTRESSED CONCRETE PILES

1. CONCRETE:
   - f'c = 4000 PSI @ TRANSFER
   - f'c = 4000 PSI @ TIME OF MOVING PILE
   - f'c = 5000 PSI @ 28 DAYS & TIME OF DRIVING
   - f'c = 5000 PSI FOR PILE EXTENSION

   CONCRETE SHALL CONTAIN NOT LESS THAN 8 SACKS OF CEMENT PER CUBIC YARD

2. CEMENT: ASTM C150 TYPE II LOW ALKALI
3. AGGREGATES: ASTM C33 – 3/4" MAX AGGREGATE SIZE
4. REINFORCING:
   - PRESTRESSING STEEL: ASTM A416 GRADE 270
   - MILD STEEL DOWELS: A706 SUPPLEMENT S1 (DEFORMED)
   - MILD STEEL SPIRALS: ASTM A82
5. STRESS IN PRESTRESSING STEEL:
   AT INITIAL STRESSING: 189 KSI (NORMAL STRAND)

   FINAL EFFECTIVE STRESS IN CONCRETE AFTER ALL LOSSES = 1000 PSI (± 2 PERCENT)
6. SECTION PROPERTIES:

   16" OCTAGONAL PILE

AREA	= 212 IN^2
INERTIA	= 3592 IN^4
MODULUS	= 449 IN^3
WEIGHT	= 220 POUNDS PER FOOT

7. ALL PILE TOP SURFACES SHALL BE ROUGHENED AND THOROUGHLY CLEANED BEFORE CASTING BUILD-UPS OR BEAMS.
8. A. DESIGN IS BASED ON USING BENT PILE STRANDS FOR CONNECTION TO THE BENT CAP CONCRETE. IN CASE WHERE, PILE COMPLETION DEPTH ARE EXTENDED, SPECIFIED STRAND EMBEDMENT LENGTH IS NOT AVAILABLE THEN DOWEL BARS SHALL BE DRILLED AND GROUTED INTO THE PILE AS INDICATED.

   B. IF USING DOWELS, CONTRACTOR MAY AT HIS OPTION CAST CORRUGATED TUBES IN TOP OF THE PILE FOR EACH DOWEL. ANY INCLUSION OF TUBES FOR DOWELS SHALL NOT COMPROMISE PILE'S DRIVABILITY. TUBE SHALL BE GALVANIZED WITH A MINIMUM THICKNESS OF 0.023" AND SHALL HAVE MINIMUM INTERNAL DIMENSION OF 2". CAP TUBE TO PREVENT INFILTRATION OF CONCRETE DURING PLACING. CLEAN DOWEL HOLES OF DUST, WATER AND/OR OIL BEFORE INSTALLING DOWELS. INSURE THAT THERE ARE NO POLISHED SURFACES INSIDE THE HOLES. IN CASE ADEQUATE LENGTH OF METAL TUBE IS NOT AVAILABLE DUE TO PILE HEAD CUT-OFF, CONTRACTOR SHALL EXTEND THE HOLE BY CORE DRILLING TO PROVIDE THE REQUIRED EMBEDMENT LENGTH FOR THE DOWEL.

   C. UNUSED DOWEL HOLES SHALL BE FILLED WITH GROUT.
9. FOR PILE TIP ELEVATIONS AND SERVICE LOAD CAPACITIES SEE "BRIDGE GENERAL PLAN" SHEET.
10. CHIP BACK CONCRETE AROUND PILE PICK-UP POINTS, CUT EMBEDED HANGERS 1" BELOW CONCRETE SURFACE AND PATCH WITH EPOXY GROUT.

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
1"=20'

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 11-11-24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

BR-2

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
FOUNDATION PLAN & PILE DETAILS

CONTRACT NO.	DRAWING NO.	SHT. 23 OF 36 SHTS.

PROJECT ENGINEER	DATE	DESIGN ENGINEER	DATE	CHECKED BY	DATE	REFERENCES

REVIEWED BY: KKP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\STRATSB.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2017-3-9
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

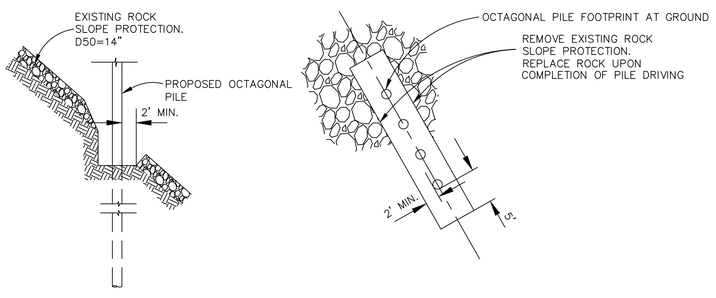
LEGEND:

0.0 — INDICATES BOTTOM OF BENT CAP /PILE CAP ELEVATIONS

XX+XX.X± / XX.XX± — INDICATES ELEV AT TOP OF EXISTING DECK AND STATION AT CENTERLINE SEPULVEDA BLVD

℄ DOMINGUEZ CHANNEL
℄ ABUT 1
℄ BENT 2
℄ BENT 3
℄ BENT 4
℄ ABUT 5
EXIST PIPES ON PIPE (TRESTLE) BRIDGE
EXISTING 12" SUBDRAINAGE PIPE ELEV −3
EXISTING STONE REVETMENT LEVEE
TOP OF SLOPE
TOE OF SLOPE
ACCESS ROAD
REMOVE AND REPLACE ROCK REVETMENT TO TOP OF SLOPE, D50=14" (TYPICAL 4 LOCATIONS)
APPROXIMATE LOCATION OF UNDERGROUND PIPELINES
NITRO. OXY VENT
OXY VENT
LACFCD FEE R/W
R/W
NEW BATTER PILES (TOT 8 EA BENT BATTER 4:12)
EXIST BATTER PILES
EXIST VERT PILES
MHHW LEVEL 5.3'
MHHW LEVEL 5.09±
DOMINGUEZ CHANNEL R/W
℄ SEPULVEDA BLVD
12" MARATHON (71R)
12" MARATHON (79R)
EXIST 24" WATER LINE
12" MIN CLR−TYP
PETROLEUM VAULT
EXIST. LACFCD 7'x6"(W) x 9'x0"(H) R.C. BOX SEPULVEDA / DOMINGUEZ DRAIN
21+71.01 ℄ SEPULVEDA BLVD. =213+48.72 ℄ DOMINGUEZ CHANNEL
8" HP PROCESS AIR PRODUCTS
SEE SHEET "ABUTMENT DETAILS NO. 4"
GAS MARKER
BOLLARD (TYP.)
ASPH.
CONC.
FOR LAYOUT OF ABUTMENT PILES AND PILE CAPS SEE "ABUTMENT DETAIL NO.1" SHEET
SEE BR−2B SHEET FOR ISOLATION CASING DETAIL
OUTLET STRUCTURE
PRECAST PILE EXTEXSION TO GROUND @ 4:12 (TYPICAL)
FLOW
ACCESS RAMP
EXISTING STONE REVETMENT LEVEE
EXISTING 12" SUBDRAINAGE PIPE ELEV −3
EXIST PIPES ON PIPE (TRESTLE) BRIDGE
REMOVE AND REPLACE ROCK REVETMENT, D50=14" (TYPICAL 4 LOCATIONS)
DOMINGUEZ CHANNEL R/W
EXISTING 12" SUBDRAINAGE PIPE ELEV −3

PILE LAYOUT
1"=20'



ROCK SLOPE PROTECTION DETAIL
1"=10'

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

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GRAPHIC SCALES IN FEET
0 20 40 60
1"=20'

REGISTERED PROFESSIONAL ENGINEER — GILBERT M. GUEVARA — No. C70989 — Exp. 6/30/25 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 11−11−24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. −
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111−93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON
DEPARTMENT OF PUBLIC WORKS
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
CHANNEL DETAILS

CONTRACT NO. | DRAWING NO. BR−2A | SHT. 24 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
DRAWING NAME: X:\ACAD\34900\DWG\STRAHSBA.DWG
JOB NO.: 34900
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2017−3−14
MYLAR PLOT DATE: X

Table 6 - FOUNDATION DESIGN DATA SHEET

Support No.	Design Method	Pile Type	Finished Grade Elevation (ft)	Cut-off Elevation (ft)	Isolation Casing Specified Tip El. (ft)	Pile Cap Size (ft) B	Pile Cap Size (ft) L	Permissible Settlement Under Service Load (in)	Number of Piles per Support
Abut 1N[3]	WSD	60" CIDH	18.27	9.98 12.98	-	14	30	1	4
Abut 1S[4]	LRFD	16" Octagonal PCPS	19.06	9.98 12.98	-17.02 [1] -14.02 [2]	5.33	23.75	1	4
Bent 2N[3] Bent 2S[4]	LRFD	16" Octagonal PCPS	19.06	10.47	-	5.33	23.75	1	4 4
Bent 3N[3] Bent 3S[4]	LRFD	16" Octagonal PCPS	19.31	10.73	-	5.33	23.75	1	4 4
Bent 4N[3] Bent 4S[4]	LRFD	16" Octagonal PCPS	18.99	10.40	-	5.33	23.75	1	4 4
Abut 5N[3] Abut 5S[4]	WSD	60" CIDH	18.21	9.92 12.92	-	14	30	1	4 4

Notes:
1. For front piles.
2. For back piles.
3. N=Northern end.
4. S=Southern end.

Table 7 – FOUNDATION DESIGN LOADS

Support No.	Service-I Limit State (kips)			Strength Limit State (Controlling Group, kips)				Extreme Event Limit State (Controlling Group, kips)			
	Total Load		Perm. Loads	Compression		Tension		Compression		Tension	
	Per Support	Max. Per Pile	Per Support	Per Support	Max. Per Pile	Per Support	Max. Per	Per Support	Max. Per	Per Support	Max. Per Pile
Abut 1N Abut 1S	304	76	77	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bent 2N Bent 2S	719	180	440	1324	280	0	0	1416	354	1	N/A
Bent 3N Bent 3S	680	170	434	1233	268	0	0	1325	354	1	N/A
Bent 4N Bent 4S	713	178	440	1073	268	0	0	1165	291	1	N/A
Abut 5N Abut 5S	304	76	110	N/A	N/A	N/A	N/A	N/A	N/A	1	N/A

TABLE 8. ABUTMENT FOUNDATION DESIGN RECOMMENDATIONS

Support No.	Pile Type	Cut-off El. (ft)	LRFD Service-I Limit State Load per Support (kips) Total	LRFD Service-I Limit State Load per Support (kips) Permanent	LRFD Service-I Limit State Total Load per Pile (kips)	Nominal Resistance per pile (kips)	Isolation casing Specified Tip El. (ft)	Design Tip Elevations (ft)	Specified Tip Elevation (ft)
Abut 1N	60" CIDH	9.98 12.98	304	109	76	160	-	-6 [a] -4 [b] -40 [c]	-40
Abut 1S	60" CIDH	9.98 12.98	304	109	76	160	-17.02 -14.02	-24 [a] -22 [b] -47 [c]	-47
Abut 5N Abut 5S	60" CIDH	9.92 12.92	304	110	76	160	-	-6 [a] -4 [b] -40 [c]	-40
Abut 5N Abut 5S	60" CIDH	9.92 12.92	304	110	76	160	-	-6 [a] -4 [b] -40 [c]	-40

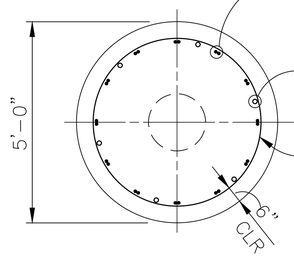
Note:
1. Design tip elevations are controlled by the following demands: (a) Compression, (c) Settlement and (d) Lateral Load.
2. The Specified tip elevations shall not be raised above the design tip elevations for Settlement, and Lateral Load.

TABLE 9. BENT FOUNDATION DESIGN RECOMMENDATIONS

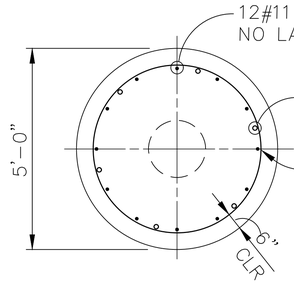
Support No.	Pile Type	Cut-off El. (ft)	Service- I Limit State Load per Suport (kips)	Total Permissible Support Settlement	Required Factored Nominal Resistance Strength Limit Comp. Φ=0.7	Strength Limit Tension Φ=0.7	Extreme Event Comp. Φ=1	Extreme Event Tension Φ=1	Design Tip El. (ft)	Spec. Tip El. (ft)	Required Nominal Driving Resistance (kips)
Bent 2N Bent 2S	16" Octagonal PCPS	10.47	719	1.0	280	0	354	23	-52 [a-I] -47 [a-II] -33 [b-II] -41 [c] -40 [d]	-52	400
Bent 3N Bent 3S	16" Octagonal PCPS	10.73	680	1.0	268	0	354	23	-58 [a-I] -51 [a-II] -40 [b-II] -48 [c] -50 [d]	-58	670
Bent 4N Bent 4S	16" Octagonal PCPS	10.40	713	1.0	268	0	291	23	-52 [a-I] -44 [a-II] -33 [b-II] -41 [c] -50 [d]	-51	390

Note:
1. Design tip elevations are controlled by the following demands: (a–I) Compression (Strength Limit), (a–II) Compression (Extreme Event), (b–II) Tension (Extreme Event), (c) Settlement and (d) Lateral Load.
2. The Specified tip elevations shall not be raised above the design tip elevations for Tension, Settlement, and Lateral Load

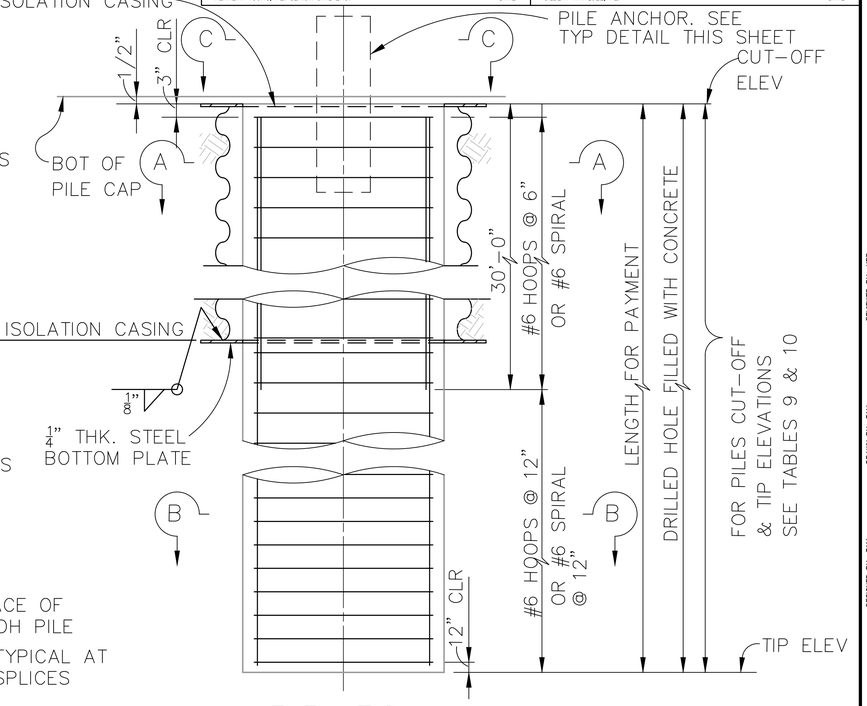
NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.



SECTION A–A



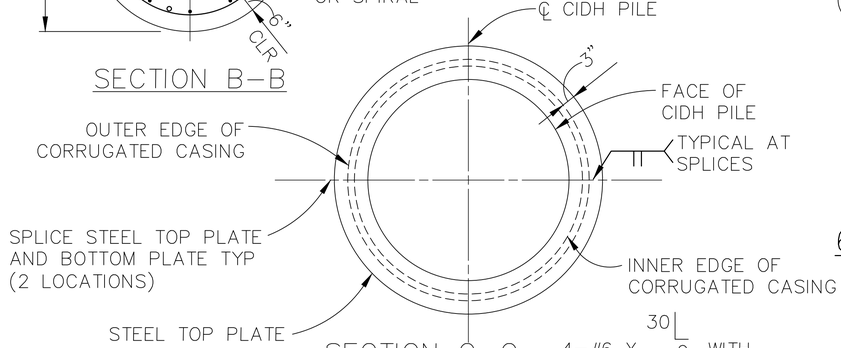
SECTION B–B



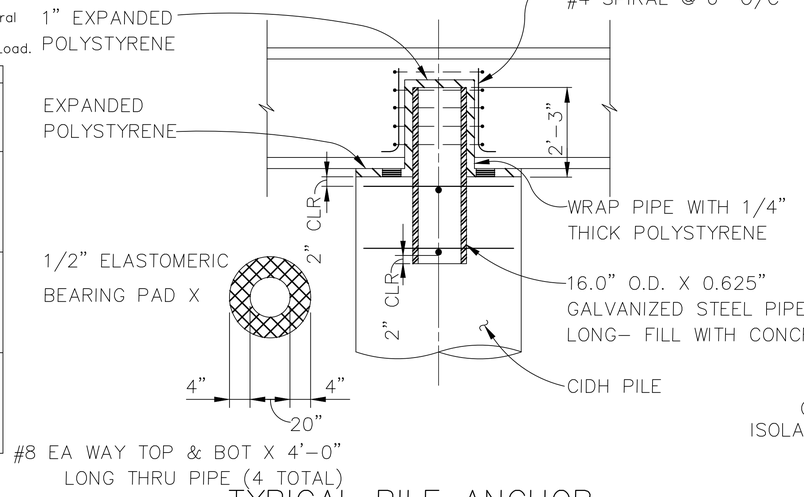
ELEVATION

60"ø CIDH PILE DETAIL

NO SCALE



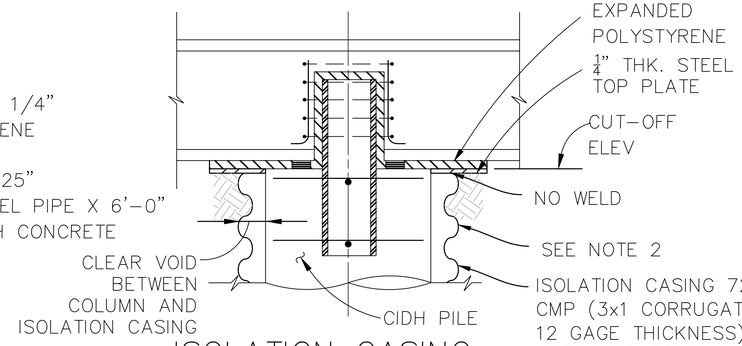
SECTION C–C



TYPICAL PILE ANCHOR

(REQ'D @ ALL PILES)
NO SCALE

NOTES:
1. ISOLATION CASING TO BE INSTALLED AT 4 LOCATIONS AS INDICATED IN BR–2A SHEET.
2. AFTER PLACEMENT OF ISOLATION CASING, PLACE CEMENT SLURRY TO FILL ANY VOID REGION OUTSIDE THE CASING.
3. APPROXIMATE ISOLATION CASING HEIGHT TO VARY BETWEEN 24'–0" AND 27'–0". CONTRACTOR TO VERIFY FIELD DIMENSIONS BEFORE ORDERING MATERIAL.



ISOLATION CASING

NO SCALE

REVIEWED AND RECOMMENDED BY:
KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

APPROVED BY:
GILBERT MARQUEZ, PE. DATE

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
1"=20'
0 1 8 16 24
SCALE: 1/8"=1'–0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
11–11–24
GILBERT M. GUEVARA RCE 70989 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

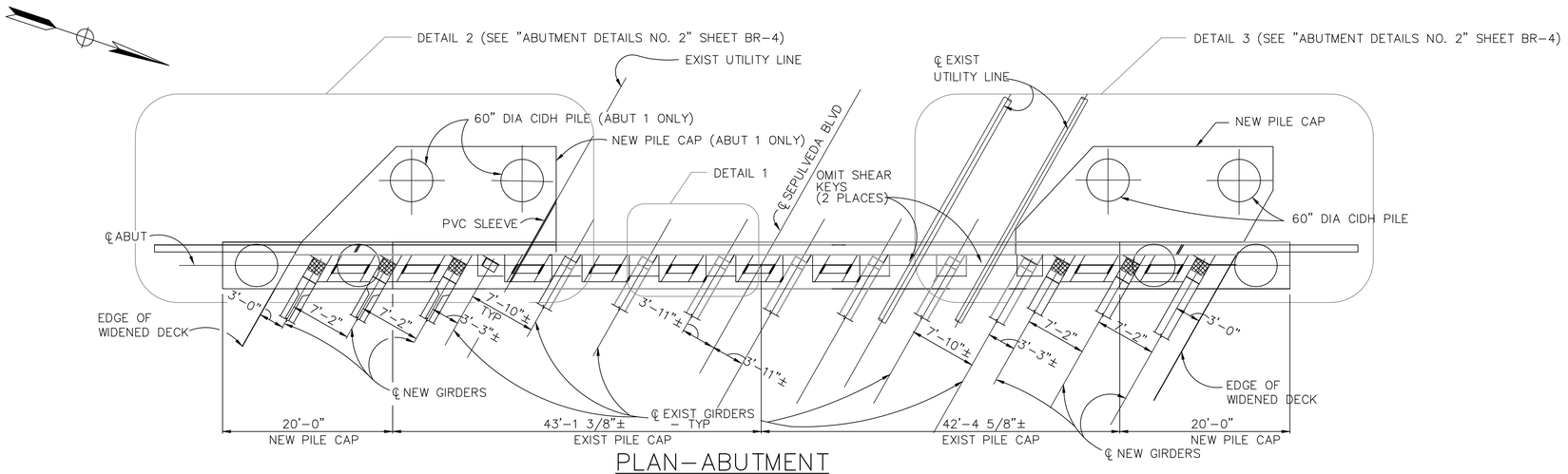
CITY OF CARSON
DEPARTMENT OF PUBLIC WORKS
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
BRIDGE DETAILS

CONTRACT NO. | DRAWING NO. BR–25 | SHT. 25 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\STRATBE.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2016–11–2
MYLAR PLOT DATE: X

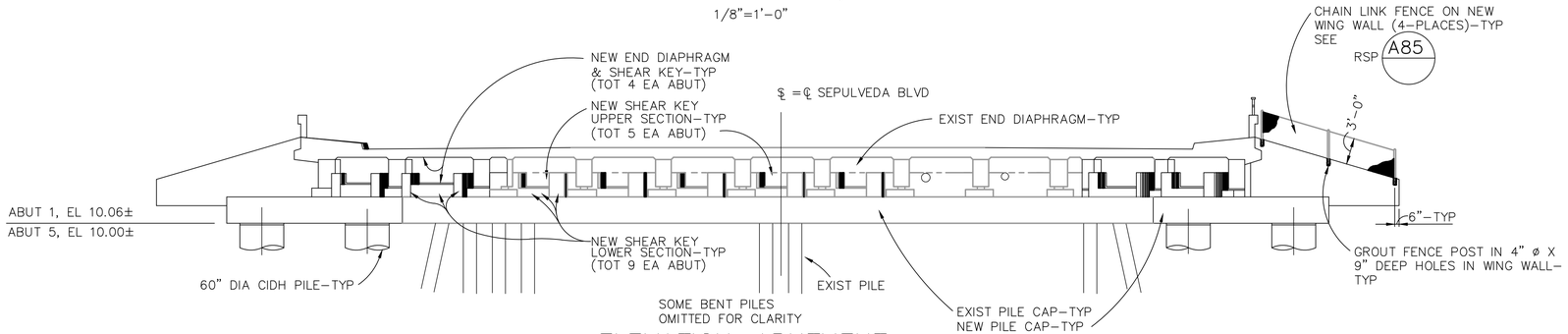
REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE



PLAN–ABUTMENT

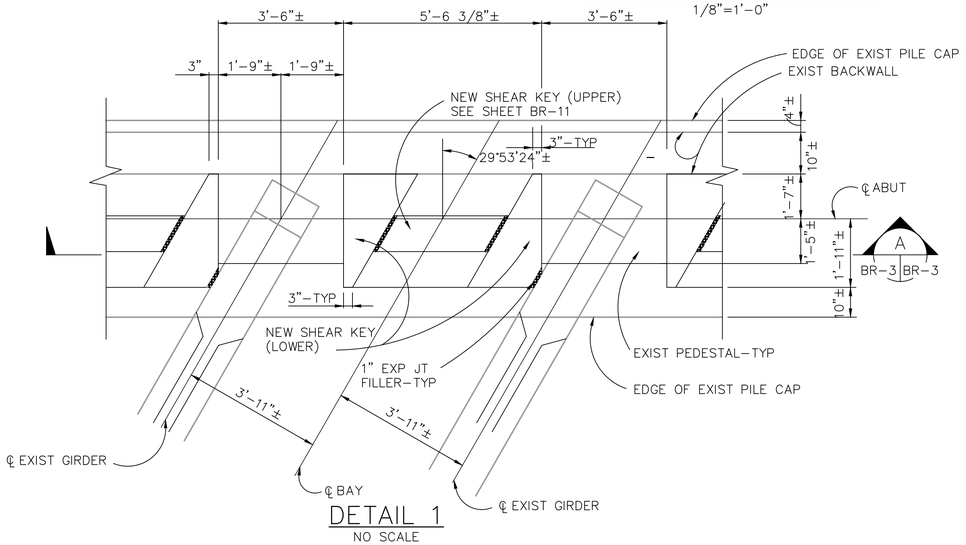
(ABUT 1 SHOWN, SEE DETAIL 4 ON "ABUTMENT DETAILS NO. 4" SHEET)
FOR ADDITIONAL CIDH PILES AND
PILE CAPS AT ABUTMENT 5)

1/8"=1'-0"



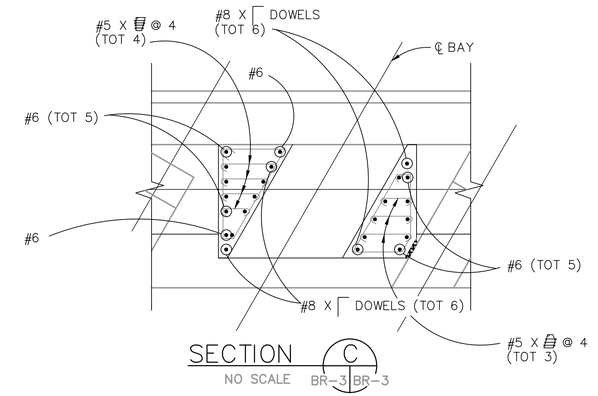
ELEVATION–ABUTMENT

1/8"=1'-0"



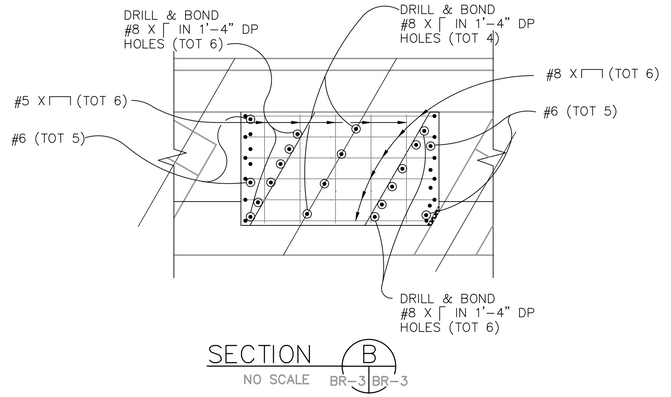
DETAIL 1

NO SCALE



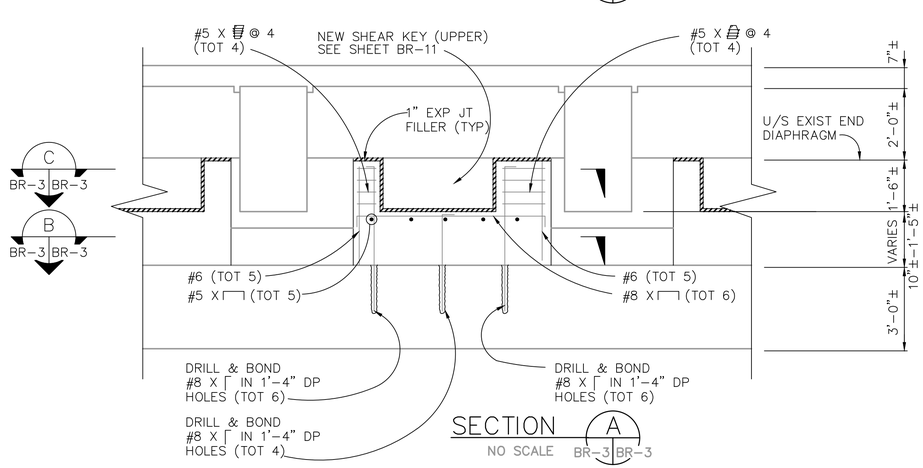
SECTION C

NO SCALE BR-3 BR-3



SECTION B

NO SCALE BR-3 BR-3



SECTION A

NO SCALE BR-3 BR-3

BR-3

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
DIG ALERT IDENTIFICATION
CALL: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 1 8 16 24
SCALE: 1/8"=1'-0"

REGISTERED PROFESSIONAL ENGINEER
GILBERT M. GUEVARA
No. C70989
Exp. 6/30/25
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 11-11-24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

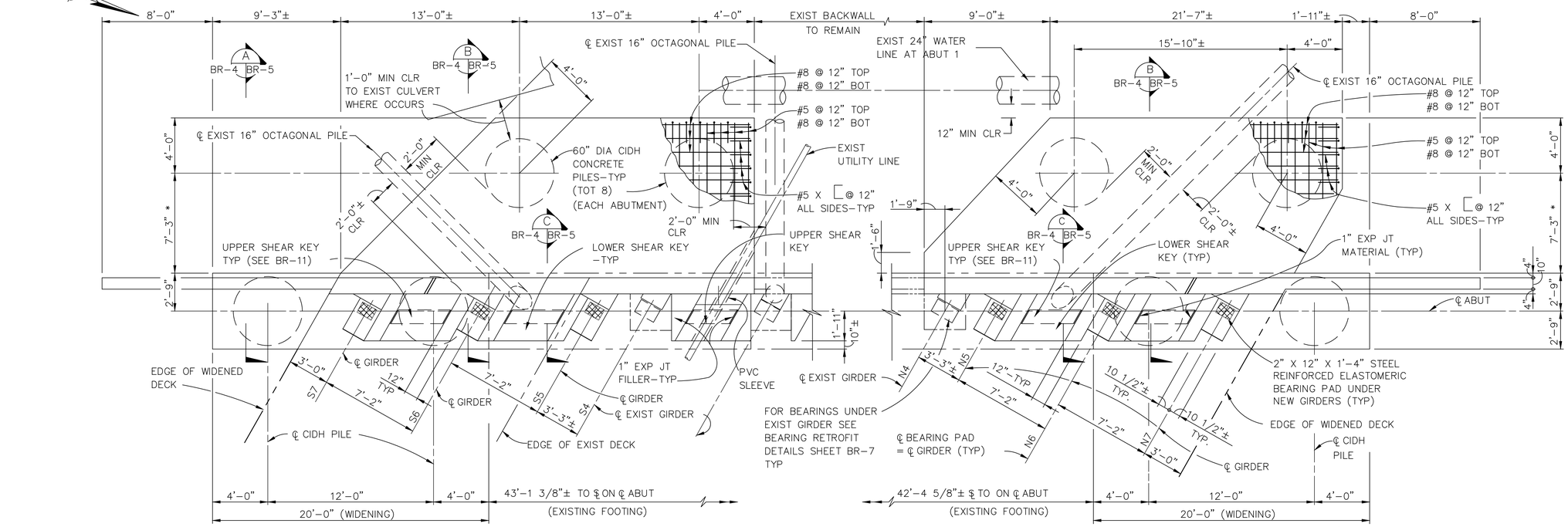
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
ABUTMENT DETAILS NO. 1

CONTRACT NO.	DRAWING NO.	SHT. 26 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

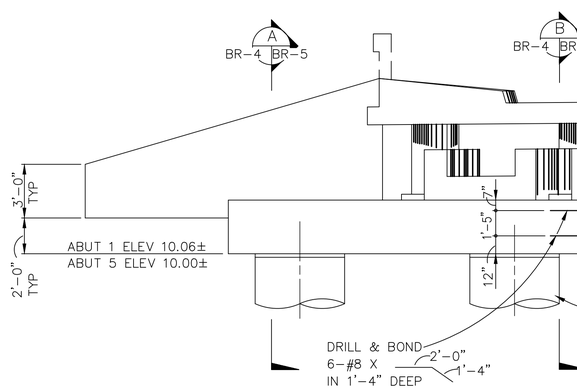
REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO. 349010
DRAWING NAME: X:\ACAD\349010\DWG\STRAT\BLDWG
PLAN_ST_SEPULVEDA_BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014-5-20
MYLAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE



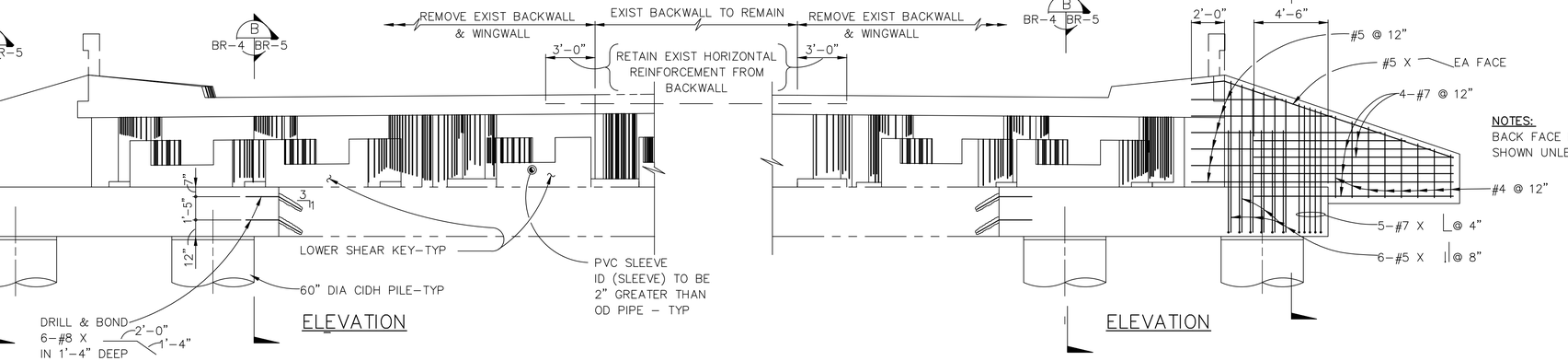
PLAN
(ABUT 1 SHOWN, ABUT 5 SIMILAR)

* ADJUST THIS DIMENSION TO MAINTAIN 12" MIN CLR BETWEEN EXIST 24" WATER LINE AND FACE OF PILE CAP AT ABUT 1



ELEVATION

DETAIL 2
1/4"=1'-0"



ELEVATION

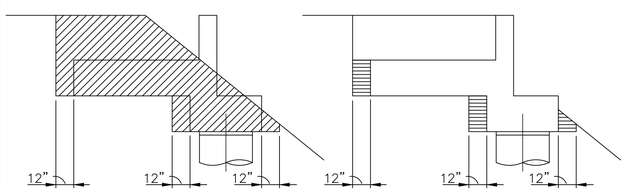
DETAIL 3
1/4"=1'-0"

PLAN
(ABUT 1 SHOWN, ABUT 5 SIMILAR)

NOTES:
BACK FACE REINFORCEMENT SHOWN UNLESS NOTED OTHERWISE

NOTES:

1. VERIFY LOCATIONS OF EXISTING PILES AND UTILITIES PRIOR TO CONSTRUCTION OF NEW PILES & PILE CAPS
2. FABRICATE REINFORCEMENT AFTER NEW PILE LOCATIONS HAVE BEEN ESTABLISHED IN THE FIELD
3. FOR ABUT 5 PARTIAL PLAN, SEE "ABUTMENT DETAILS NO. 4" SHEET



EXCAVATION & BACKFILL PAY LIMITS
NOT TO SCALE

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
DIAL BEFORE YOU DIG
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TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 1 4 8 12
SCALE: 1/4"=1'-0"

REGISTERED PROFESSIONAL ENGINEER
GILBERT M. GUEVARA
No. C70989
Exp. 6/30/25
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 11-11-24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
ABUTMENT DETAILS NO. 2

CONTRACT NO.	DRAWING NO.	SHT. 27 OF 36 SHTS.
	BR-4	

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DRAWING LAST UPDATED: 2014-1-29
ML\VAR PLOT DATE: Y

PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: Y

JOB NO.: 349010

DRAWING NAME: X:\ACAD\349010\DWG\LSTRAIGE.DWG

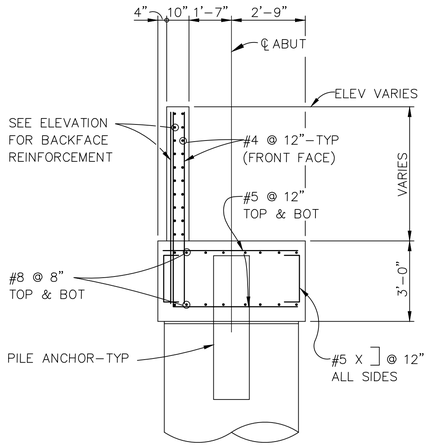
DRAWN BY: TAM

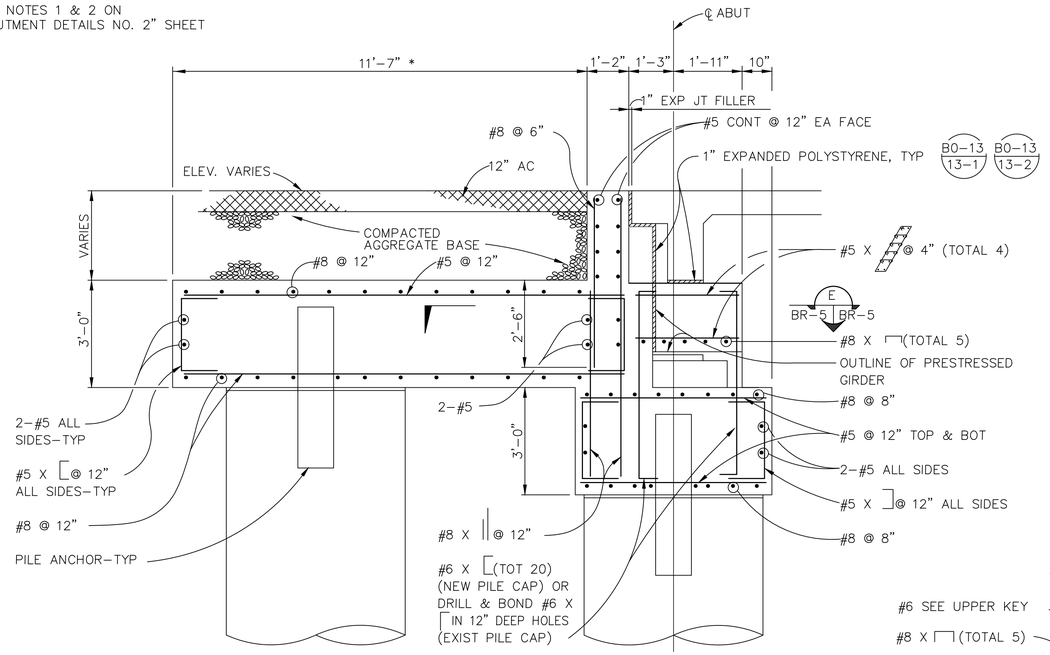
DESIGNED BY: TAM

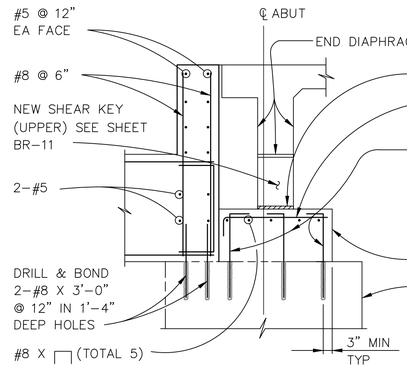
REVIEWED BY: KRP

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

* = SEE NOTES 1 & 2 ON "ABUTMENT DETAILS NO. 2" SHEET

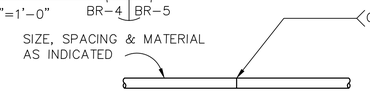






NOTE:
FOR ADDITIONAL REINFORCEMENT & DETAILS SEE B (BR-4 | BR-5)

SECTION C (BR-4 | BR-5)
1/2"=1'-0"

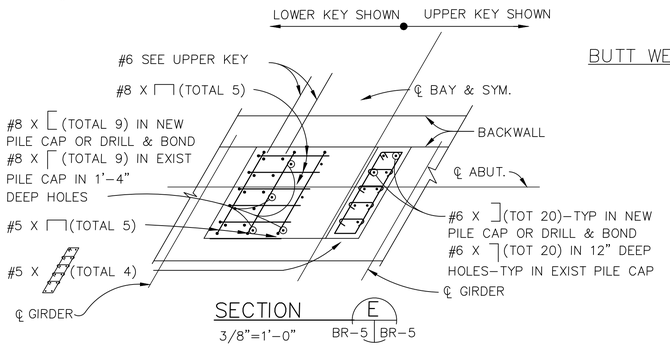


INDIVIDUAL HOOPS MADE CONTINUOUS WITH 100% PENETRATION WELDS

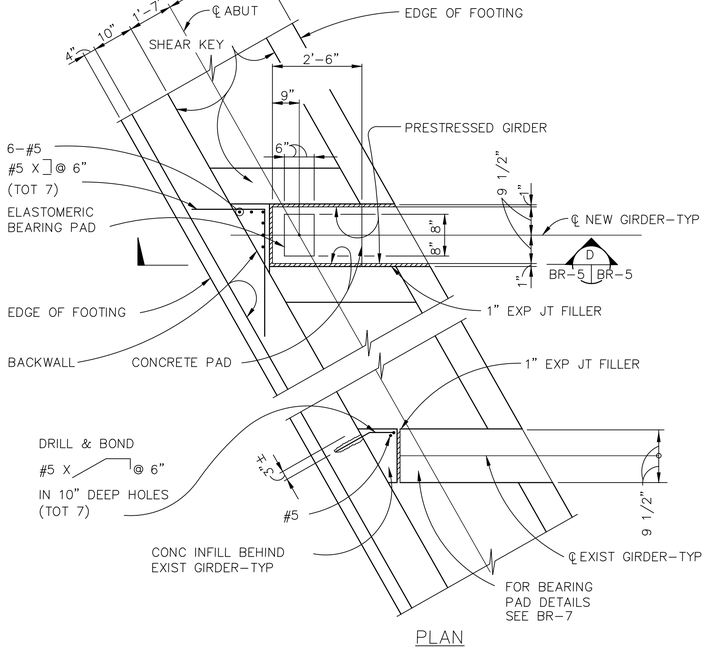
BUTT WELDED CONTINUOUS HOOP OR SPIRAL

SECTION A (BR-4 | BR-5)
3/8"=1'-0"

SECTION B (BR-4 | BR-5)
1/2"=1'-0"



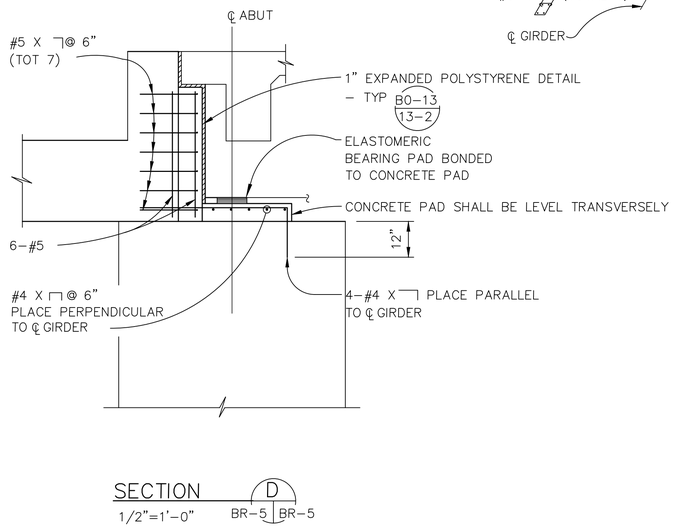
SECTION E (BR-5 | BR-5)
3/8"=1'-0"



PLAN

ABUTMENT BEARING DETAIL

NO SCALE



SECTION D (BR-5 | BR-5)
1/2"=1'-0"

NOTE:
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UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
SCALE: 3/8"=1'-0"
SCALE: 1/2"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 11-11-24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

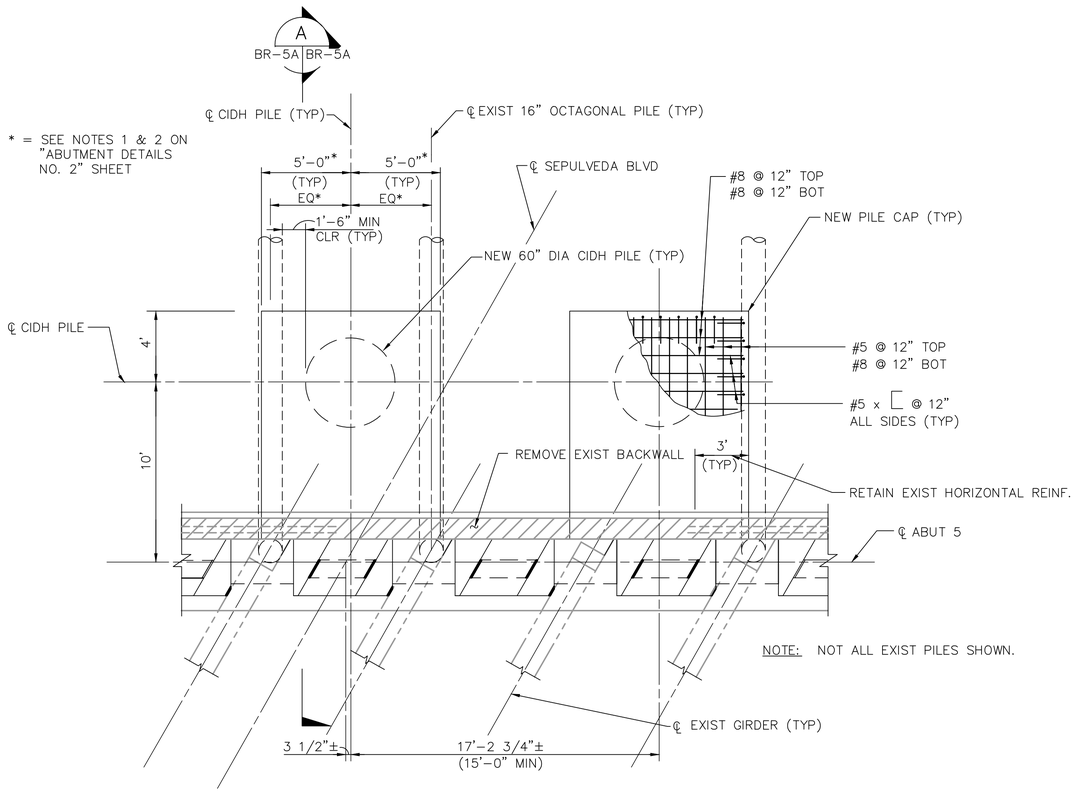
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
ABUTMENT DETAILS NO. 3

CONTRACT NO. | DRAWING NO. BR-5 | SHT. 28 OF 36 SHTS.

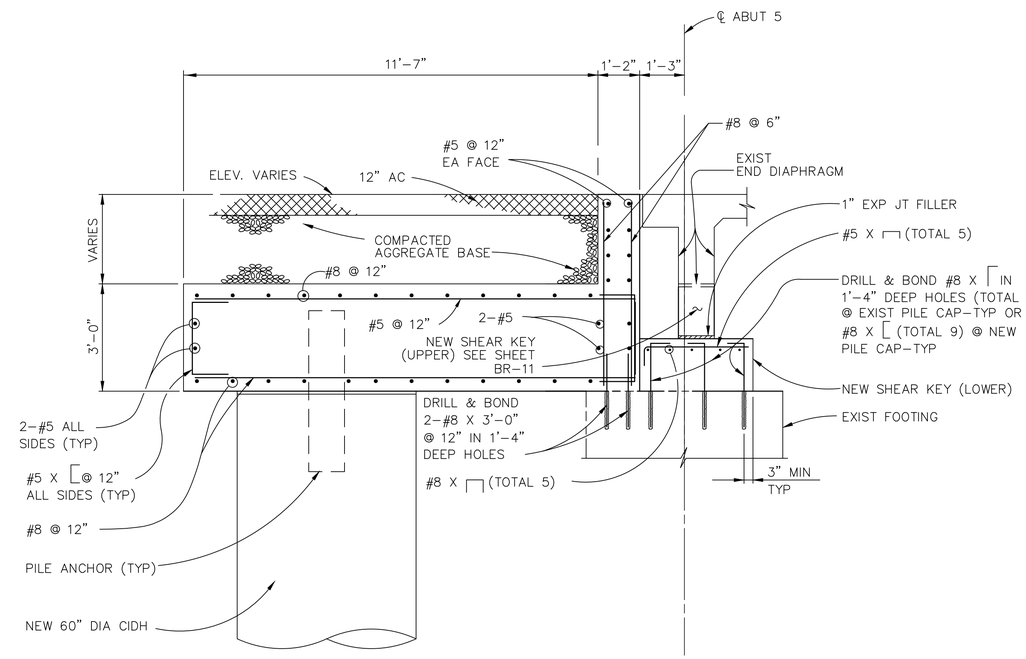
PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014-5-20
MYLAR PLOT DATE: X
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\STR\HSB.DWG
REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE



PARTIAL PLAN
ABUTMENT 5
1/4"=1'–0"



SECTION A
1/2"=1'–0" BR–5A BR–5A

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
1 2 3 4 8 12
SCALE: 1/4"=1'–0"
1 2 4 6
SCALE: 1/2"=1'–0"

REGISTERED PROFESSIONAL ENGINEER
GILBERT M. GUEVARA
No. C70989
Exp. 6/30/25
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 11–11–24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

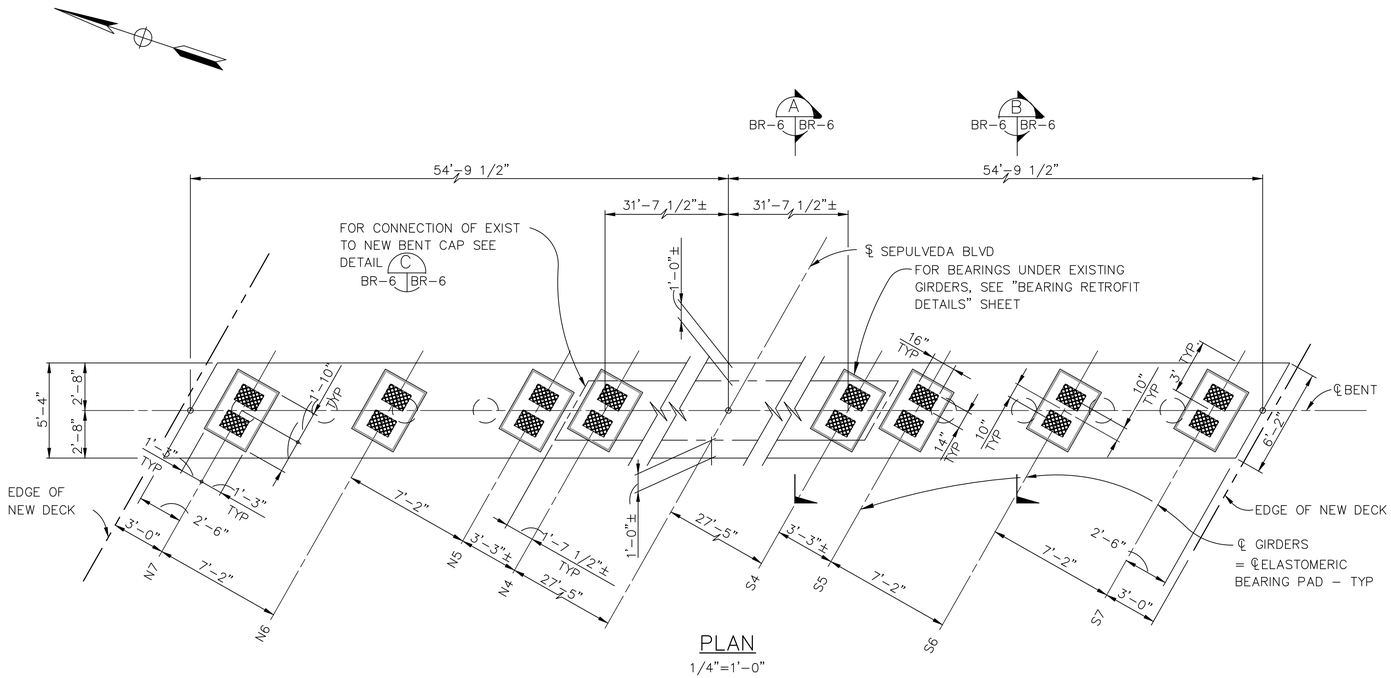
CITY OF CARSON
DEPARTMENT OF PUBLIC WORKS
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
ABUTMENT DETAILS NO. 4

CONTRACT NO. | DRAWING NO. BR–5A | SHT. 29 OF 36 SHTS.

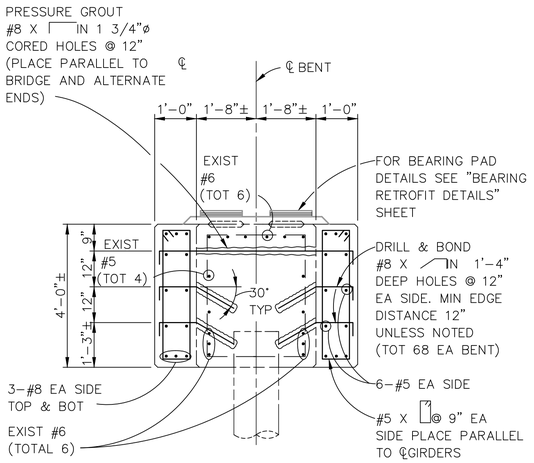
PROJECT ENGINEER	DATE	DESIGN ENGINEER	DATE	CHECKED BY	DATE	REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 34910
DRAWING NAME: X:\ACAD\34900\DWG\STRADB.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014–5–20
MYLAR PLOT DATE: X

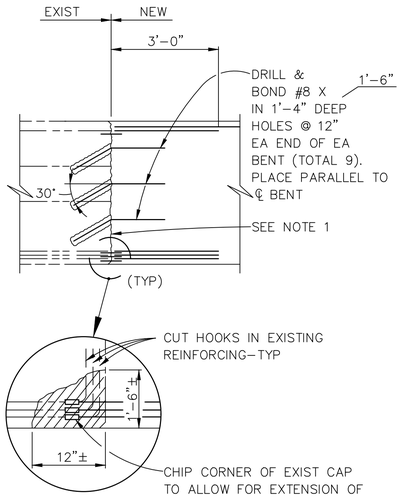
REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

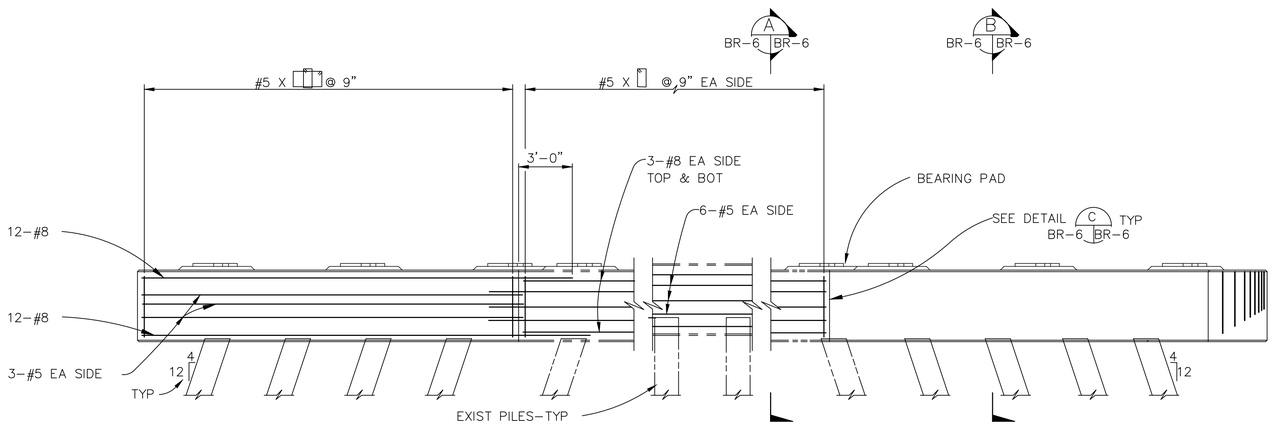


PLAN
1/4"=1'–0"

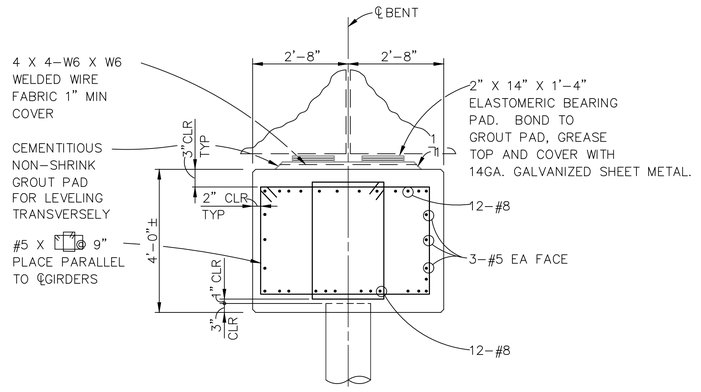


SECTION A
1/2"=1'–0" BR–6 BR–6
(AT EXIST BENT CAP)





ELEVATION
1/4"=1'–0"



SECTION B
1/2"=1'–0" BR–6 BR–6
(AT NEW BENT CAP)

DETAIL C
NO SCALE BR–6 BR–6

NOTE:

1. WHERE NEW CONCRETE IS PLACED AGAINST EXISTING CONCRETE, EXISTING CONCRETE SURFACE TO BE ROUGHENED TO AN AMPLITUDE OF 1/4", ONLY WHERE SHOWN THUS ~~~~~

NOTE:
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UNDERGROUND SERVICE ALERT
CALL: TOLL FREE **811**
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GRAPHIC SCALES IN FEET
1 2 3 4 8 12
SCALE: 1/4"=1'–0"
1 2 4 6
SCALE: 1/2"=1'–0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 — 11–11–24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

BR–6

CITY OF CARSON
DEPARTMENT OF PUBLIC WORKS
SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
BENT DETAILS

CONTRACT NO.	DRAWING NO.	SHT. 30 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DRAWING LAST UPDATED: 2015–12–21
MYLAR PLOT DATE: X

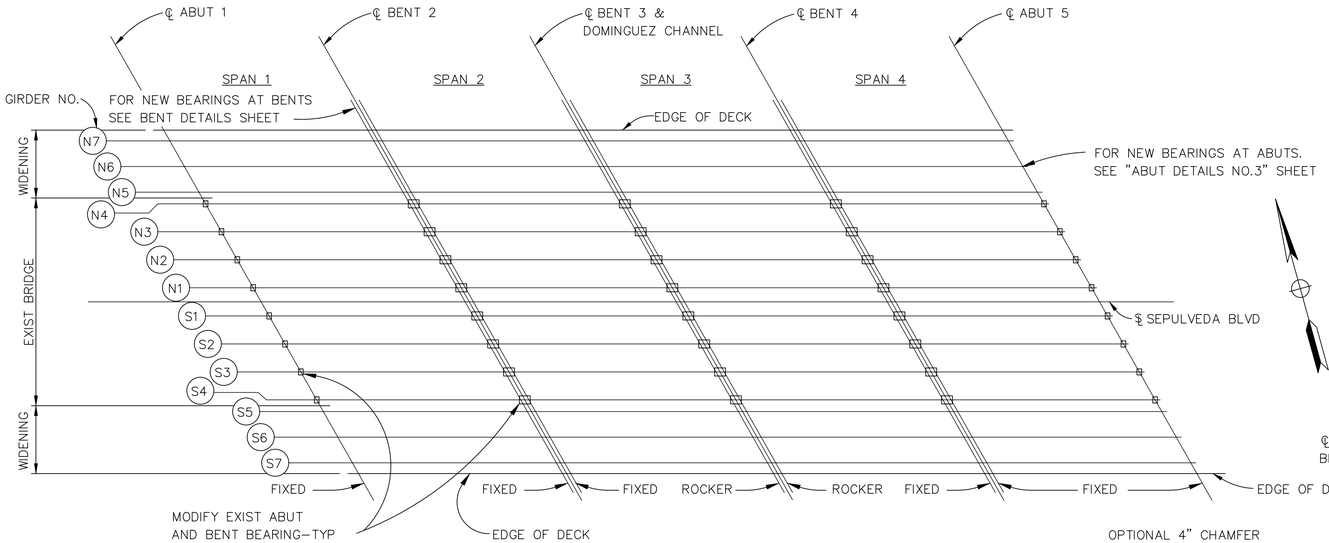
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X

JOB NO: 34901O

DRAWING NAME: X:\ACAD\34901O\DWG\STR42B.DWG

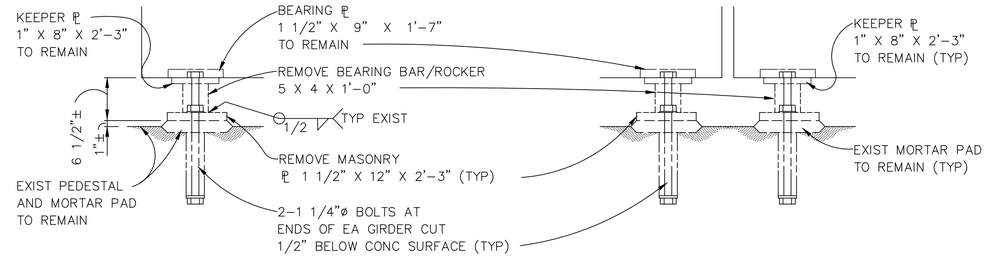
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP

REVIEWED AND RECOMMENDED BY:	APPROVED BY:
KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE	GILBERT MARQUEZ, PE. DATE



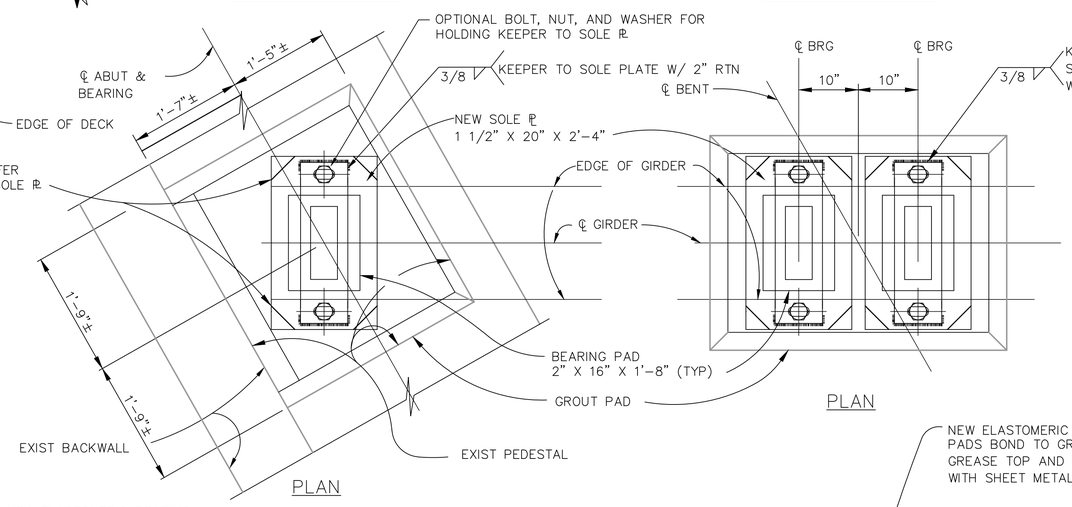
FRAMING PLAN

1"=20'



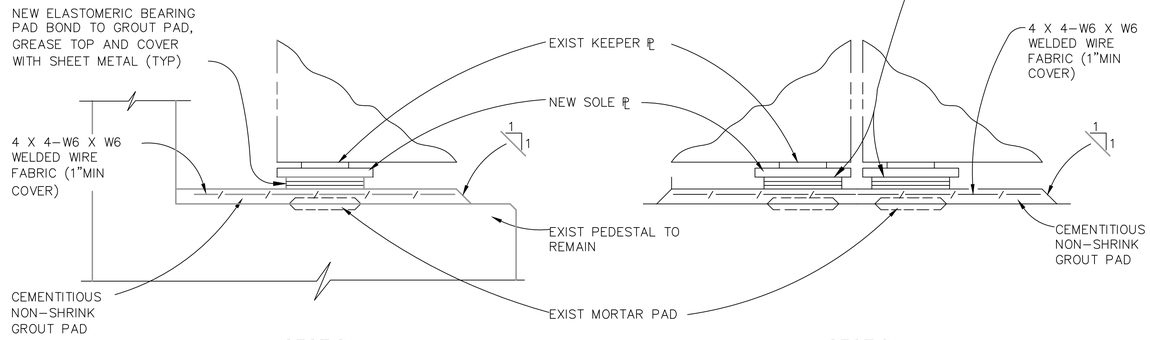
EXISTING BEARING

EXISTING BEARING



PLAN

PLAN



SECTION

SECTION

ABUTMENT BEARING REPLACEMENT–TYPICAL

1"=1'–0"

BENT BEARING REPLACEMENT–TYPICAL

1"=1'–0"

APPROXIMATE GIRDER REACTIONS (KIPS)

GIRDER NO.	LOADING	SPAN 1		SPAN 2		SPAN 3		SPAN 4	
		ABUT 1	BENT 2	BENT 2	BENT 3	BENT 3	BENT 4	BENT 4	ABUT 5
N4	DL	66	86	66	86	66	86	66	86
	LL+I	55	72	55	72	55	72	55	72
N3	DL	50	53	50	53	50	53	50	53
	LL+I	55	58	55	58	55	58	55	58
N2	DL	50	50	50	50	50	50	50	50
	LL+I	55	55	55	55	55	55	55	55
N1	DL	50	50	50	50	50	50	50	50
	LL+I	55	55	55	55	55	55	55	55
S1	DL	50	50	50	50	50	50	50	50
	LL+I	55	55	55	55	55	55	55	55
S2	DL	50	50	50	50	50	50	50	50
	LL+I	55	55	55	55	55	55	55	55
S3	DL	53	50	53	50	53	50	53	50
	LL+I	58	55	58	53	58	55	58	55
S4	DL	86	66	86	66	86	66	86	66
	LL+I	72	55	55	72	72	55	72	55

NOTES:

1. THE WELDING OF THE SOLE PLATE TO THE KEEPER PLATE SHALL BE DONE PRIOR TO INSTALLATION OF THE BEARING PADS.
2. JACK GIRDER JUST SUFFICIENT TO REMOVE ALL LOADS FROM EXIST BEARING BARS AND PROVIDE TEMPORARY SUPPORT PRIOR TO REMOVAL OF EXIST BEARINGS.

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UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
SCALE: 1"=20'
0 1 2 3
SCALE: 1"=1'–0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 11–11–24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
BEARING RETROFIT DETAILS

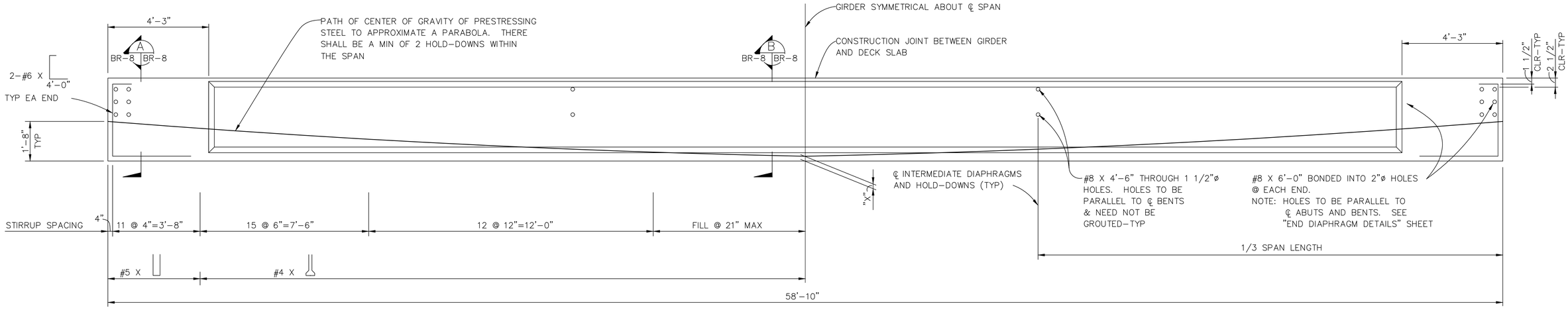
CONTRACT NO. | DRAWING NO. | SHT. 31 OF 36 SHTS.

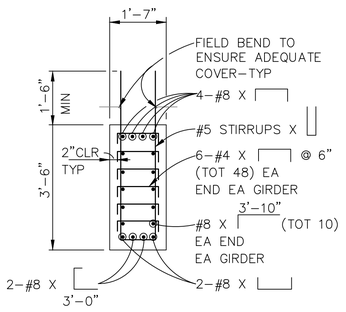
BR–7

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

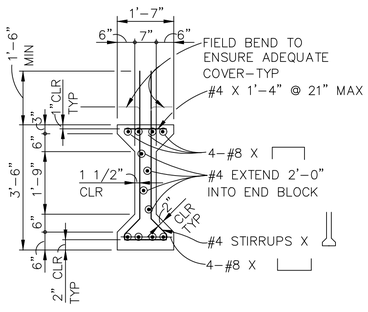
REVIEWED BY: KRP
DRAWN BY: TAM
DESIGNED BY: TAM
JOB NO.: 349010
DRAWING NAME: X:\ACAD\349010\DWG\STR\ZZBI.DWG
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYAR REVISION DATE: X
DRAWING LAST UPDATED: 2014–5–20
MYAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

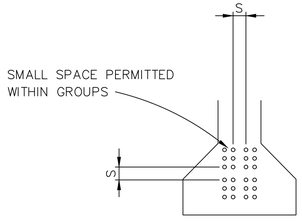




SECTION A
1/2"=1'-0" BR-8 BR-8



SECTION B
1/2"=1'-0" BR-8 BR-8



ELEVATION

1/2"=1'-0"

NOTES:

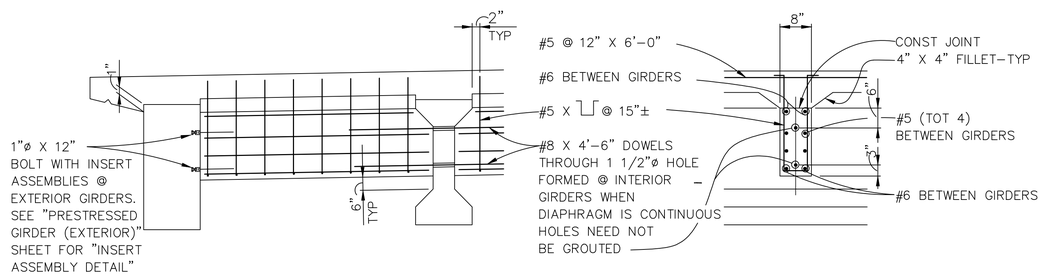
1. STRANDS MAY BE BUNDLED IN GROUPS CONSISTING OF 3 VERTICALLY AND 2 HORIZONTALLY AND SEPARATED AT THE ENDS.
2. THE MINIMUM DISTANCE "S" BETWEEN GROUPS OR INDIVIDUAL STRANDS IS 1 1/2" FOR 3/8" STRANDS, 1 3/4" FOR 7/16" STRANDS AND 2" FOR 1/2" STRANDS.
3. "S" IS MEASURED BETWEEN CENTERS OF ADJACENT STRANDS.
4. APPROVAL IS REQUIRED FOR DEVIATION.

PRESTRESSING NOTES

WORKING FORCE: THE FORCE REQUIRED AT CENTER OF SPAN AFTER ALL LOSSES.
CONCRETE STRENGTH: f'ci IS AT TIME OF INITIAL STRESSING, f'c IS AT 28 DAYS, PSI
DEFLECTION COMPONENTS: INFORMATIONAL - TO BE USED IN SETTING SCREED LINE ELEVATIONS.
SCREED LINE ELEVATIONS FOR DECK CONCRETE WILL BE DETERMINED BY THE ENGINEER.
CONTRACTOR MAY INTERPOLATE "P", & "X" VALUES BETWEEN LIMITS SHOWN, AS APPROVED BY THE ENGINEER.

STRAND: LOW RELAXATION 270 KSI
ASSUMED LOSSES: 35 KSI

GIRDER	P=WORKING FORCE IN KIPS		CONCRETE STRENGTH		DEFLECTION COMPONENTS IN FEET	
			f'ci	f'c	① DECK DL	② RAIL DL
ALL GIRDERS	"X"		4	5	0.107	0.011
	5"	588				



ELEVATION SECTION

CLEARANCE FOR PRETENSIONED STRANDS

1"=1'-0"

INTERMEDIATE DIAPHRAGM

NO SCALE

NOTE: FOR ADDITIONAL REINFORCING AT UTILITY OPENINGS IN INTERMEDIATE DIAPHRAGMS SEE CALTRANS STD. PLAN B7-10 DETAIL U-5

NOTE:
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TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 1 2 4 6
SCALE: 1/2"=1'-0"
0 1 2 3
SCALE: 1"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
11-11-24
GILBERT M. GUEVARA RCE 70989 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. -
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

BR-8

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
PRESTRESSED GIRDER (INTERIOR)

CONTRACT NO.	DRAWING NO.	SHT. 32 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DRAWING LAST UPDATED: 2014-5-20
MLVAR PLOT DATE: X

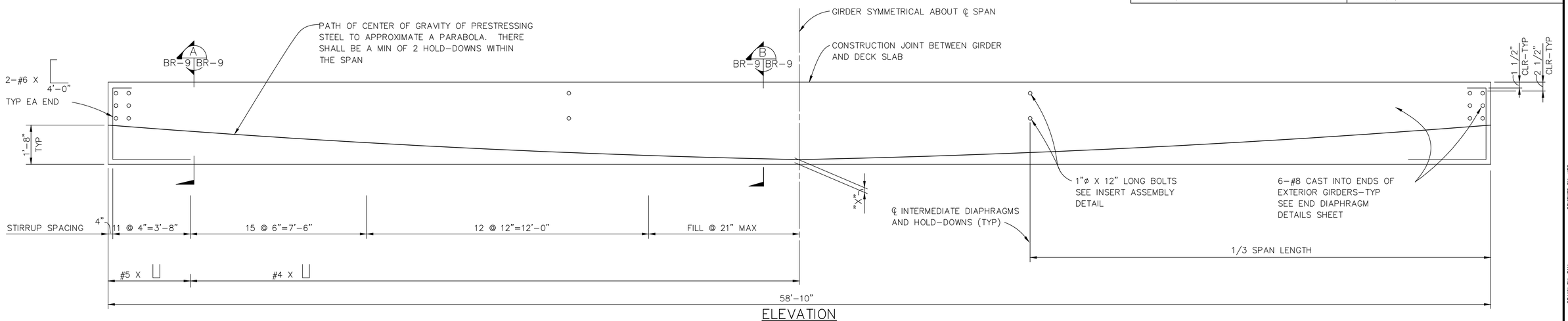
PLAN SET: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X

JOB NO.: 34900

DRAWING NAME: P:\ACAD\34900\DWG\STRUCSB.DWG

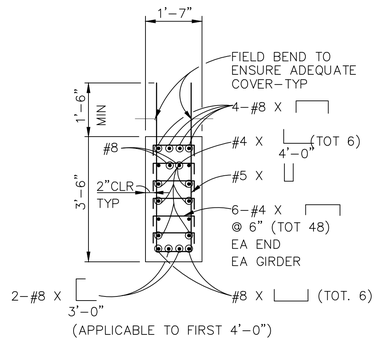
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP

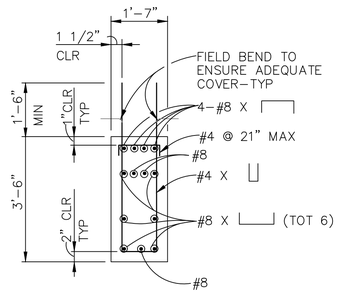
REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE

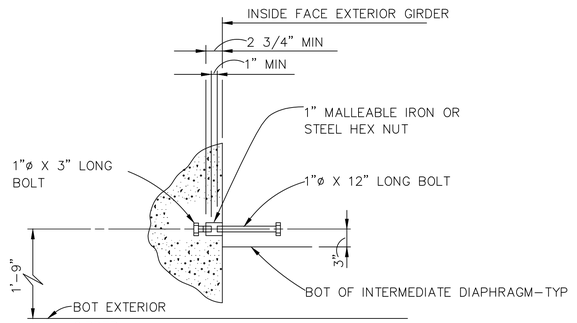


ELEVATION

1/2"=1'-0"







GIRDER	P=WORKING FORCE IN KIPS		CONCRETE STRENGTH		DEFLECTION COMPONENTS IN FEET	
			f'ci	f'c	① DECK DL	② RAIL DL
ALL GIRDERS	"X" 5"	590	4.0	5	0.08	0.01

SECTION A

1/2"=1'-0" BR-9 BR-9

SECTION B

1/2"=1'-0" BR-9 BR-9

INSERT ASSEMBLY DETAIL

1"=1'-0"

NOTE:

FOR DETAILS NOT SHOWN AND PRESTRESSING NOTES SEE "PRESTRESSED GIRDER (INTERIOR)" SHEET

GENERAL NOTES

DESIGN SPECIFICATIONS: AASHTO LRFD DATED 2007 AND BRIDGE DESIGN SPECIFICATION SUPPLEMENTS BY CALTRANS LRFD DESIGN FOR DECK SLAB AND PRECAST PRESTRESSED I-GIRDERS. LOAD FACTOR DESIGN FOR REST OF THE STRUCTURE

CONSTRUCTION SPECIFICATIONS: STANDARD SPECIFICATIONS STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DATED 2010 AND SPECIAL PROVISIONS

LIVE LOADING: HL-93, ALTERNATIVE AND P LOADING FOR WIDENED PORTIONS OF BRIDGE ONLY

DEAD LOAD: INCLUDES 35 PSF FOR FUTURE WEARING SURFACE

SEISMIC LOAD: PEAK BEDROCK, ACCELERATION = 0.5 G

CONCRETE: TRANSVERSE DECK SLABS
DESIGNED FOR STRENGTH, SERVICE AND EXTREME EVENT LIMIT STATE
PRECAST PRESTRESSED I-GIRDER
SEE PRESTRESSING NOTES ON "PRESTRESSED GIRDER (INTERIOR)" SHEET
PRECAST PRESTRESSED PILES
SEE "FOUNDATION PLAN & PILE DETAILS" SHEET
CIDH PILES F'C = 4000 PSI @ 28 DAYS
OTHER CONCRETE F'C= 4000 PSI @ 28 DAYS

REINFORCEMENT: FY = 60,000 PSI

WHEN PLACING NEW CONCRETE AGAINST EXISTING CONCRETE, ROUGHEN FACE OF EXISTING CONCRETE TO AN AMPLITUDE OF 1/4 INCH

WHEN PLACING CONCRETE AGAINST POLYSTYRENE, PLACE 1/8" THICK MAX HARDBOARD PROTECTION FOR POLYSTYRENE PRIOR TO PLACING CONCRETE

FOUNDATION DESIGN BASED ON TECHNICAL MEMORANDUM PREPARED BY EARTH MECHANICS, INC., DATED AUGUST 20, 2024, PROJECT # 21-146.

NOTE:
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TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 1 2 4 6
SCALE: 1/2"=1'-0"
0 1 2 3
SCALE: 1"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
11-11-24
GILBERT M. GUEVARA RCE 70989 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. -
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

BR-9

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
PRESTRESSED GIRDER (EXTERIOR)

CONTRACT NO.	DRAWING NO.	SHT. 33 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

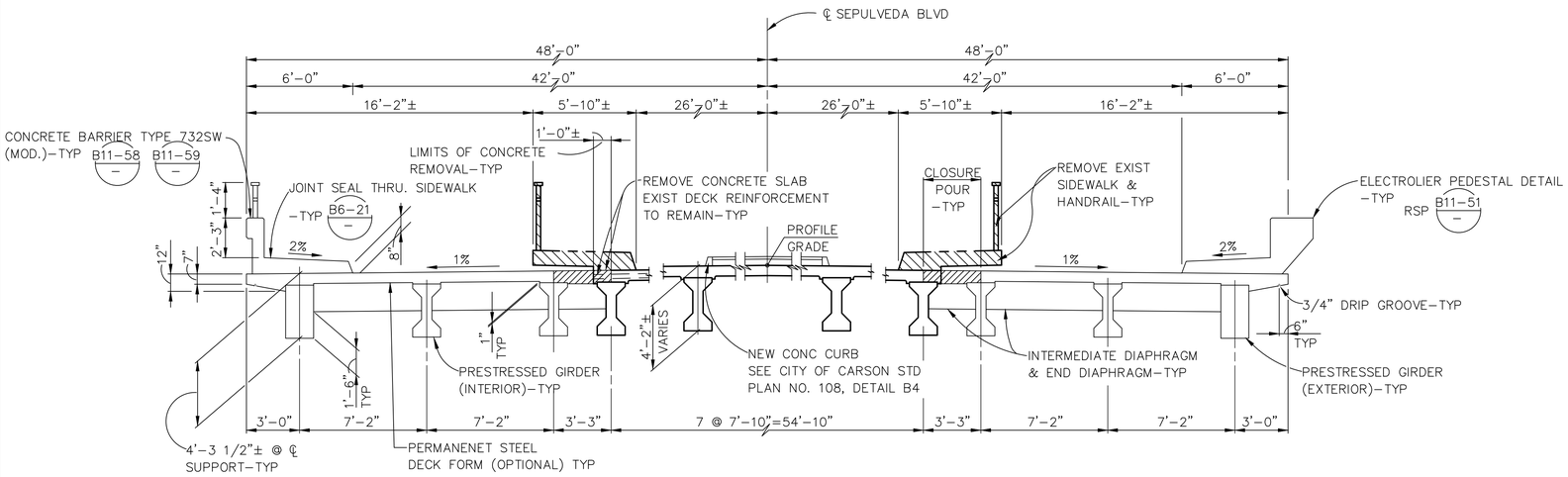
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
PLAN, EST. SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014-5-20
MYLAR PLOT DATE: X
JOB NO. 349010
DRAWING NAME: X:\ACAD\349010\DWG\LSTRA24B.DWG

REVIEWED AND RECOMMENDED BY:

KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

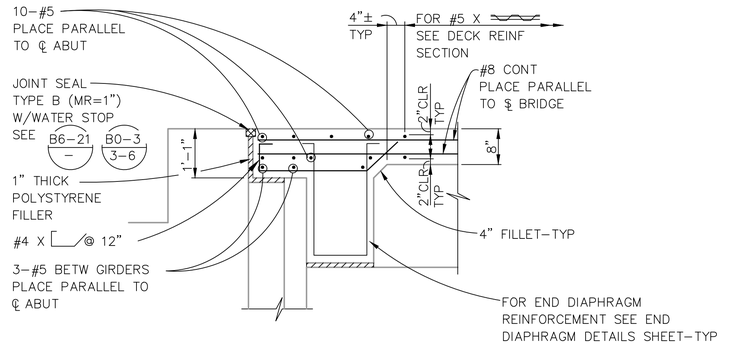
APPROVED BY:

GILBERT MARQUEZ, PE. DATE



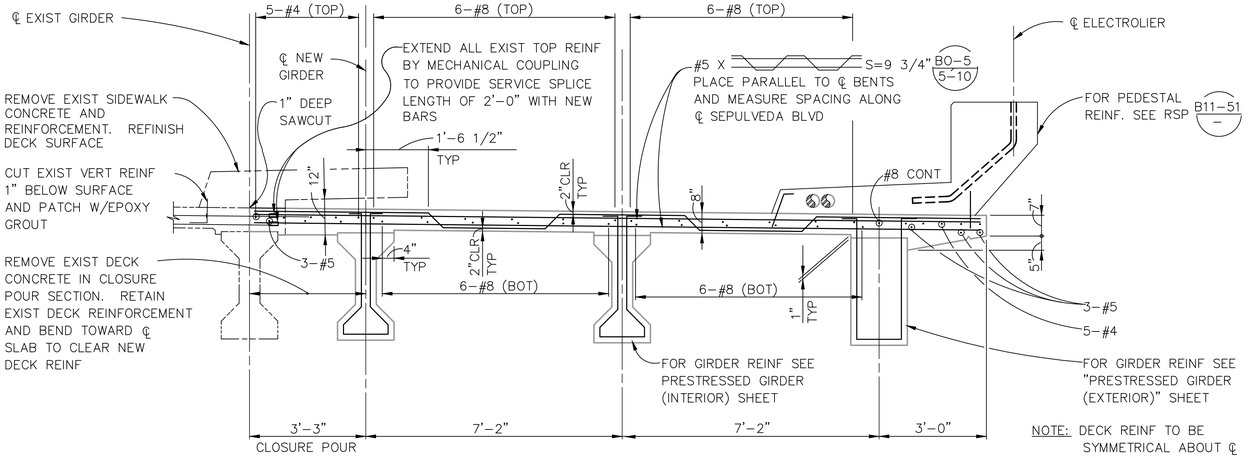
TYPICAL SECTION

1/4"=1'-0"



DECK SECTION AT ABUTMENTS

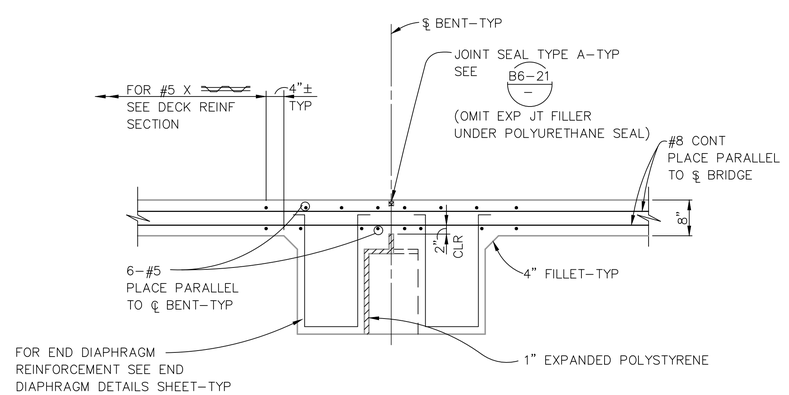
3/4"=1'-0"



NOTE: DECK REINF TO BE SYMMETRICAL ABOUT ℄ SEPULVEDA BLVD

TYPICAL DECK REINFORCEMENT SECTION

1/2"=1'-0"



DECK SECTION AT BENTS

3/4"=1'-0"

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
SCALE: 1/4"=1'-0"
SCALE: 1/2"=1'-0"
SCALE: 3/4"=1'-0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:

8-22-24
GILBERT M. GUEVARA RCE 70989 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. —

FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111-93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
TYPICAL SECTION &
DECK REINFORCEMENT

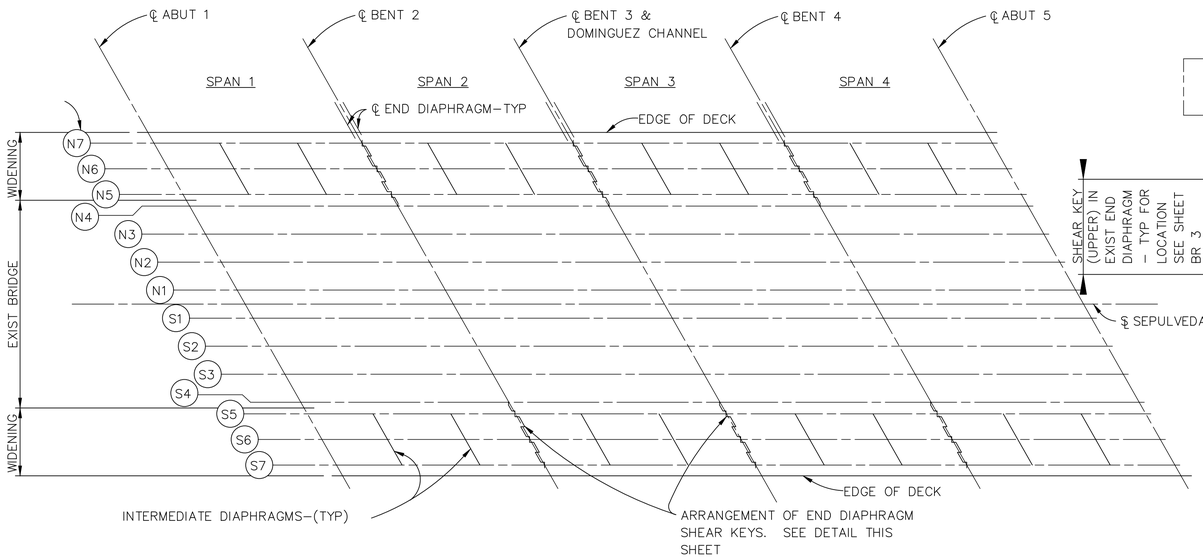
CONTRACT NO. | DRAWING NO. | SHT. 34 OF 36 SHTS.

BR-10

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

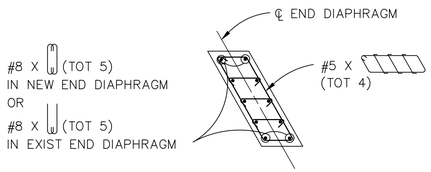
DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
JOB NO.: 34910
DRAWING NAME: X:\ACAD\34900\DWG\STRA25B.DWG
PLAN SEQ: SEPULVEDA BOULEVARD - STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2015-12-21
MLYAR PLOT DATE: X

REVIEWED AND RECOMMENDED BY:		APPROVED BY:	
KENNETH YOUNG, PE. SENIOR CIVIL ENG.	DATE	GILBERT MARQUEZ, PE.	DATE



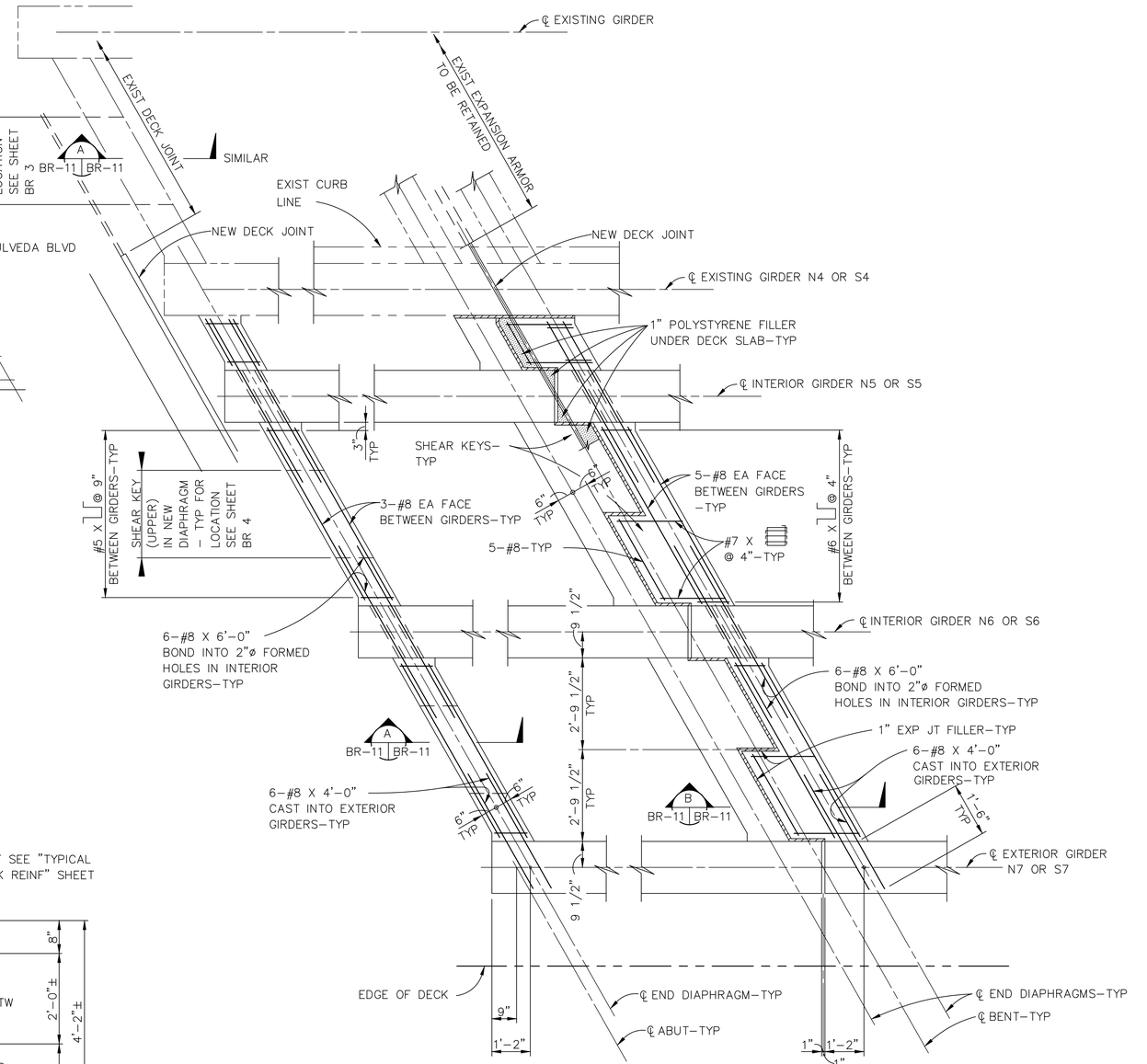
FRAMING PLAN

1"=20'



NOTE:

WHERE NEW CONCRETE IS PLACED AGAINST EXISTING CONCRETE, EXISTING CONCRETE SURFACE TO BE ROUGHENED TO AN AMPLITUDE OF 1/4".

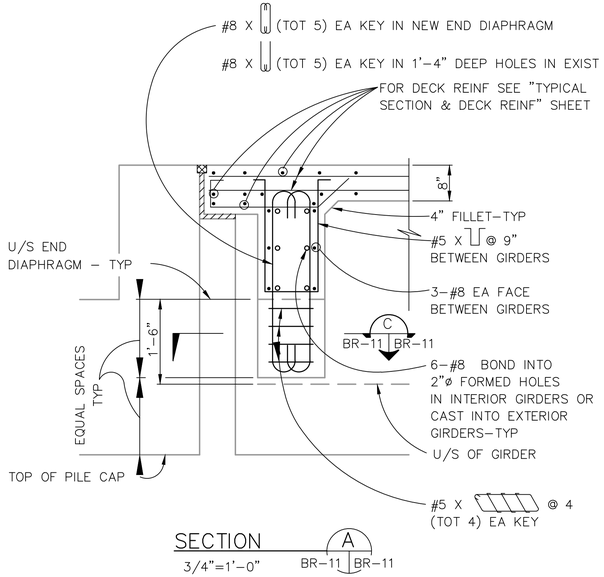


TYPICAL PLAN ON END DIAPHRAGMS

1/2"=1'–0"

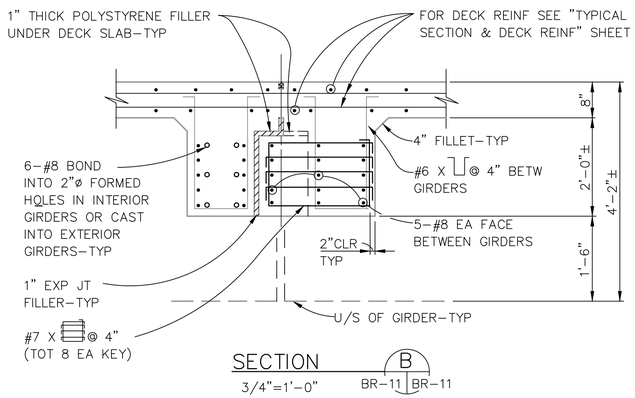
SECTION C

1/2"=1'–0" BR–11 BR–11



SECTION A

3/4"=1'–0" BR–11 BR–11



SECTION B

3/4"=1'–0" BR–11 BR–11

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
SCALE: 1"=20'
SCALE: 1/2"=1'–0"
SCALE: 3/4"=1'–0"

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
11–11–24
GILBERT M. GUEVARA RCE 70989 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST 44 FT E C/L @ SE COR BRIDGE NO. 1113 OVER DOMINGUEZ CHANNEL 0.5 MI N SEPULVEDA BLVD MKD (111–93 1960)

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
END DIAPHRAGM DETAILS

CONTRACT NO.	DRAWING NO.	
	BR–11	SHT. 35 OF 36 SHTS.

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DRAWING LAST UPDATED: 2014–5–20
MK'AR PLOT DATE: X

PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MK'AR REVISION DATE: X

JOB NO.: 34970

DRAWING NAME: X:\ACAD\34900\DWG\STR2BR.DWG

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP

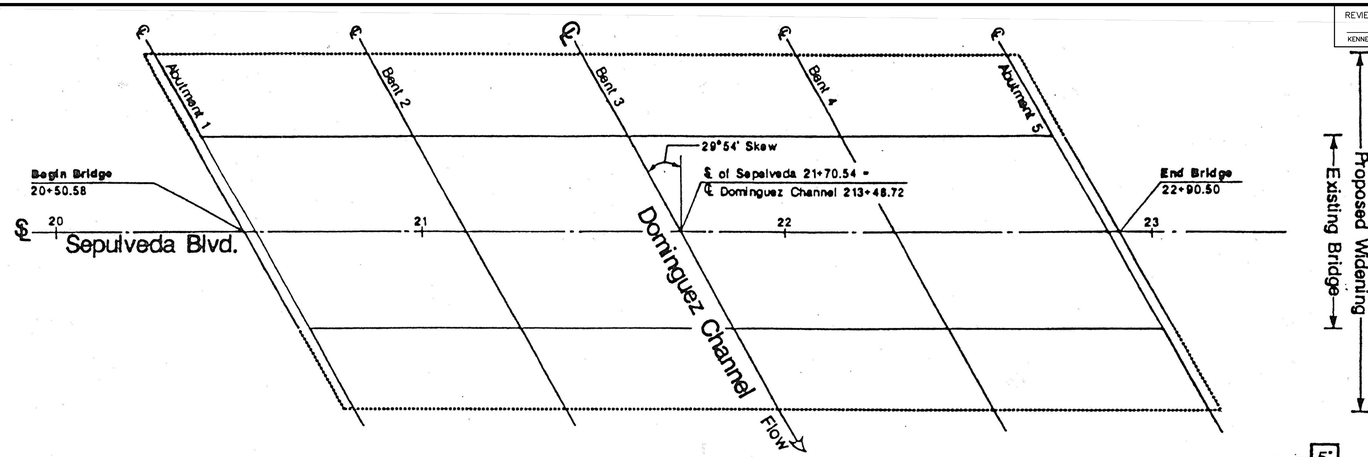
REVIEWED AND RECOMMENDED BY: KENNETH YOUNG, PE. SENIOR CIVIL ENG. DATE

APPROVED BY: GILBERT MARQUEZ, PE. DATE

Laboratory Testing

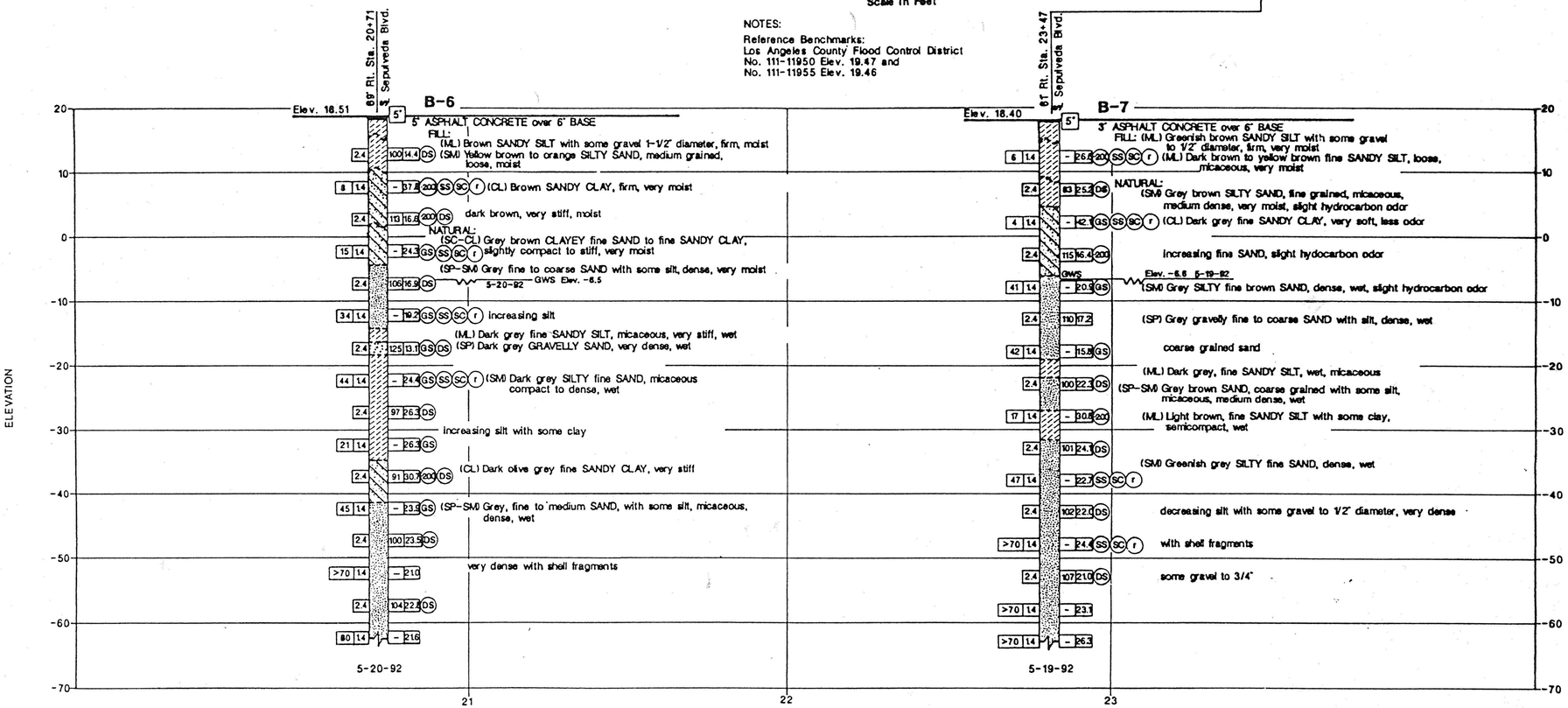
(K) Resistence Value (SS) Soluble Sulfate (SC) Soluble Chloride (R) Resistivity, pH (200) Wash (-200) Sieve NSR No Sample Recovery

(GS) Grain Size Distribution (A) Plasticity Index (M) Maximum Density (SE) Sand Equivalent (CO) Consolidation (DS) Direct Shear



Plan 0 20 40 Scale in Feet

NOTES:
Reference Benchmarks:
Los Angeles County Flood Control District
No. 111-11950 Elev. 19.47 and
No. 111-11955 Elev. 19.46



BR-12

REVISIONS			
NO	DESCRIPTION	APP	DATE

CITY OF CARSON

DEPARTMENT OF PUBLIC WORKS

SEPULVEDA BOULEVARD
EAST OF ALEMEDA STREET TO EAST CITY LIMIT
LOG OF TEST BORINGS

CONTRACT NO. | DRAWING NO. | SHT. 36 OF 36 SHTS.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALES IN FEET
0 20 40 60
SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER GILBERT M. GUEVARA No. C70989 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
PacRim Engineering
GILBERT M. GUEVARA RCE 70989 11-11-24 DATE

BENCH MARK: DATUM NGVD 1929
NO. DY 2408 ELEV. 19.539
DATE ADJ. 1990 QUAD. –
FC MON 4 FT E OF E CB ALAMEDA ST
44 FT E C/L @ SE COR BRIDGE NO. 1113
OVER DOMINGUEZ CHANNEL 0.5 MI N
SEPULVEDA BLVD MKD (111-93 1960)

PROJECT ENGINEER | DATE | DESIGN ENGINEER | DATE | CHECKED BY | DATE | REFERENCES

DESIGNED BY: TAM
DRAWN BY: TAM
REVIEWED BY: KRP
DRAWING NAME: X:\ACAD\349010\DWG\STRAZBLDWG
JOB NO.: 349010
PLAN SET: SEPULVEDA BOULEVARD – STREET WIDENING
LATEST MYLAR REVISION DATE: X
DRAWING LAST UPDATED: 2014-5-20
MYLAR PLOT DATE: X

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

From: (Public Agency): CITY OF CARSON
701 E. CARSON STREET
CARSON CA 90745
(Address)

Project Title: SEPULVEDA WIDENING (City Proj No 675)

Project Applicant: N/A

Project Location - Specific:

SEPULVEDA BLVD FROM ALAMEDA STREET TO APPROX 450-FT EAST OF INTERMODAL WAY (CITY LIMIT)

Project Location - City: CARSON Project Location - County: LOS ANGELES

Description of Nature, Purpose and Beneficiaries of Project:
WIDENING OF ROADWAY AND WIDENING OF BRIDGE TO ACCOMMODATE 1 ADDITIONAL LANE ON EACH TRAFFIC DIRECTION. PROJECT WILL ALSO IMPROVE CONDITION OF THE ROADWAY. FOR ADDITIONAL DETAILS, PLEASE SEE ATTACHENT A, PROJECT DESCRIPTION.

Name of Public Agency Approving Project: CITY OF CARSON

Name of Person or Agency Carrying Out Project: CITY OF CARSON

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301 and 15304
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
PLEASE SEE ATTACHMENT B.

Lead Agency Contact Person: RAYMOND VELASCO Area Code/Telephone/Extension: 310-830-7600

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: 2.16.17 Title: SENIOR CIVIL ENGR

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

PROJECT DESCRIPTION FOR THE
SEPULVEDA BOULEVARD DOMINGUEZ CHANNEL BRIDGE

PROJECT PURPOSE:

The Sepulveda Boulevard over Dominguez Channel Project involves the widening of Sepulveda Boulevard east of Alameda Street to just west of the Terminal Island Freeway (State Route 103) (Project). The purpose of the proposed project is to widen the Sepulveda Boulevard bridge over the Dominguez Channel to promote better traffic circulation and road safety. The primary components of the project include:

- Widening the roadway and bridge for 1,475 linear feet to improve road safety and reduce traffic congestion by allowing for better traffic circulation.
- Pavement reconstruction for 700 linear feet to replace the failing pavement. The proposed pavement section will be thicker than the existing pavement and will provide a longer service life.
- Adding a median and sidewalks on both sides of the bridge.
- Adding crosswalks to the north and east legs of the Sepulveda/Alameda ramp intersection.
- Traffic signal modification to improve pedestrian safety by adding accessible push buttons and pedestrian countdown heads.

PROJECT LOCATION:

The Project site is located in the County of Los Angeles along Sepulveda Boulevard east of the intersection of Alameda Street to approximately 450 feet east of Intermodal Way (City limits) in the City of Carson, and includes the Sepulveda Boulevard bridge over Dominguez Channel (Figure 1). The Project can be found on the California United States Geological Survey (USGS) 7.5-minute *Long Beach* topographic quadrangle, in Township 3 South, Range 12 West, Special Survey San Pedro-Dominguez of the San Bernardino Meridian. State Route 103 (Terminal Island Freeway) is located to the southwest, Alameda Street (State Route 47) to the west, and commercial and industrial buildings are located to the east, west, and north.

PROJECT DESCRIPTION:

The existing prestressed concrete girder bridge will be widened from 52 feet to 96 feet. The bridge will continue to carry two lanes of traffic in both directions. The widening will allow for the addition of a 14-foot wide median, 8-foot shoulders and 5-foot sidewalks. The skew angle, finish grade, and the centerline of the roadway will remain unchanged. Caltrans Type 26 concrete barrier with tubular handrail will be placed on both sides of the bridge for pedestrian and vehicle safety. Road work will occur approximately 1,000 feet east and west of the bridge as part of a roadway reconstruction and widening project.

Eight new batter piles will be added to Bents 2, 3, and 4 each for a total of 24 new batter piles. The piles will be typical 16-inch octagonal precast and prestressed concrete piles filled with ASTM C150 Type II Low Alkali cement. This results in an area of approximately 33.6 square feet (0.0008 ac) total of new batter piles in the channel. Pile drivers for Bents 2, 3, and 4 will operate from the existing bridge and will not be in the channel. The type of pile driver to be used will be determined by the Contractor; however,

operating equipment will not exceed noise thresholds to the nearest sensitive receptors approximately 2,200 feet away. No water diversion is planned. No temporary dams will be built. An existing stone revetment levee will be impacted by Piers 2 and 4. The rock slope protection will have to be moved prior to pile driving and reset with the aid of a diver after construction is complete.

Eight new 60-inch diameter CIDH concrete piles will be added to Abutments 1 and 5 each, for a total of 16 new abutment piles. This results in an area of approximately 313.6 square feet (0.007 ac) total of new abutment piles in the channel. The CIDH piles will be drilled in place from the existing roadway utilizing a 60-inch diameter drill. A crane capable of lifting a 50-foot tall rebar cage will be used to lower the reinforcement into the holes.

An excavator will operate either from the existing bridge or from a barge in the channel. If a barge is used, the size and type will be determined by the Contractor. The average diameter of the stone revetment is 14 inches. The Contractor will push the existing stone to the side to allow the piles to be placed. The excavator will assist in moving and resetting the stone revetment around the new piles, and there will be a diver in the channel for this portion of the construction. It is not expected that any material will need to be excavated, assuming no large pieces of stone need to be moved. In addition, there may be other barges at the discretion of the Contractor in the channel to allow the workers to set the formwork to pour the pier caps and bridge deck.

Work within the channel will be conducted during the dry season, however, the channel is within the tidal zone and is never dry. Flows typically are reduced in the summer. Pile driving may extend into the winter. Following construction, the channel will be restored to the original condition except for the new project structures.

A 400-foot long, 4-foot maximum height retaining wall will be constructed on the south side of the right of way starting just east of the Alameda Ramp and extending to the east, ending 500 feet from the channel. The retaining wall will not have any impact on the channel. It will take approximately a month to construct. A bulldozer and an excavator will be used for construction. To maintain at least one lane of traffic in each direction during construction, construction will occur in two stages. If the bridge is closed during construction, the entire bridge will be constructed in one stage and traffic will be redirected to other nearby roadways.

A total of nine trees will be removed, four palm trees and five ficus trees (see sheets 5 through 8). 35 trees will be planted along the street to replace the removed trees.

Three existing catch basins and their respective laterals will be modified to line up with the new curb alignments.

PROJECT CONSTRUCTION SCHEDULE:

The 2-year construction of the project is scheduled to be awarded in June of 2017. The 2-year construction schedule assumes that one side of the bridge will be constructed at a time. One lane will be open in each direction. Once the bridge widening is complete, the median will be added to the bridge. Working hours will be from 7:30 am to 4:00 pm.

The schedule following that includes:

- October 2017: Construction on the bridge begins. (This will be during the “rainy” season)
- October 2018: Work in the Dominguez Channel is completed.
- October 2019: All construction on the bridge is completed.

BEST MANAGEMENT PRACTICES, AVOIDANCE, MINIMAZTION, AND COMPENSATION MEASURES:
The Contractor will implement best management practices

Sepulveda Widening Project (City Project Number 675)
Notice of Exemption (NOE)

Reasons Why Project Is Exempt:

The proposed activity is a project subject to CEQA. However, it is exempt from further environmental analysis under a Class 1, *Existing Facilities*, categorical exemption, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination and Class 4, Minor Alterations to Land, categorical exemption, which consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. The Proposed Project would result in minor alterations to the existing road, sidewalk, and bridge and would not change the existing on-site uses and operations. Therefore, the application of a Class 1 categorical exemption is appropriate for the Proposed Project. Further, the project would include minor alterations to existing land without the removal of scenic, healthy mature trees. Therefore, the application of a Class 1 categorical exemption is appropriate for the proposed project.

The Proposed Project does not have the potential to trigger any of the exceptions identified in CEQA Guidelines §15300.2. Consequently, as documented below, the Proposed Project is exempt from further CEQA review.

(a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment in a particularly sensitive environment may be significant. The Proposed Project falls under a Class 1 categorical exemption and not within a class that requires additional consideration due to its location. Notwithstanding, the project site is fully developed and the proposed improvements would not require any disturbance to native soils that would impact an environmental resource of hazardous or critical concern. This exception does not apply to the subject Notice of Exemption.

(b) **Cumulative Impact.** The improvements that would be implemented by the City would not be constructed at the same time as other known projects on or near the project site. Therefore, this exception does not apply to the Notice of Exemption.

(c) **Significant Effect.** The equipment for the Proposed Project would installed on or within existing facilities. Therefore, the improvements would not appear visually incompatible with existing equipment and accessories on the project site. Construction/installation activities for the proposed project would be relatively straight-forward and minor in scope. Therefore, short-term construction-related impacts are less than significant. Operation of the proposed project would be similar and consistent with the existing uses and operational activities on the project site. Therefore, no reasonable possibility exists that the Proposed Project would have a significant effect on the environment due to unusual circumstances. Therefore, this exception does not apply to the Notice of Exemption.

(d) **Scenic Highways.** The Proposed Project would not result in the demolition of existing structures or the construction of new facilities that would directly or indirectly affect officially designated scenic highways or scenic resources near a scenic highway. The project sites are not within view of this segment of the highway nor can it be viewed from the highway. Therefore, no impact to scenic highways would occur, and this exception does not apply to the Notice of Exemption.

(e) **Hazardous Waste Sites.** Project implementation would not result in any native soil disturbance that would expose construction workers to any potentially hazardous soil materials. No significant impact to hazardous waste would occur. This exception does not apply to the Notice of Exemption.

(f) **Historical Resources.** The existing facility is not over 50 years old. Therefore, the proposed improvements would not cause a substantial adverse effect to the significance of a historical resource, as defined in Section 15064.5 of the State CEQA Guidelines, and this exception does not apply to the Notice of Exemption.

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW0675	Roadways	Sepulveda Blvd -Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal. 1	CC Previously Approved Projects	$ 14,500,000	$1,500,000	$ -	$ -	$ -	$ -	2, 4	COOP - Fund 284
							$4,696					2, 4	Measure M PS&E - Fund 283
							$0	$ 3,500,000	$ -	$ -	$ -	2, 4	DIF Traffic (4941)
1 Construction	PW0919	Roadways	Wilmington /I-405 Fwy Interchange	Installation of improvements needed to provide easy access to the existing pull boxes located under the existing bridge necessary to maintain the traffic signall at the intersection of 223rd and Wilmington. 1	CC Previously Approved Projects	$ 300,000	$0	$ -	$ -	$ -	$ -	4	Gas Tax - Fund 212
							$0						Measure R
1 Construction	**PW1368**	**Parks**	****Carriage Crest Park Expansion and Improvement Project**	**Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund) 1**	**CC Previously Approved Projects**	**$ 23,468,092**	**$12,460,709**	**$ -**	**$ -**	**$ -**	**$ -**	**2**	**OGALS - Fund 268**
							$6,400,000	**$ 4,607,383**	**$ -**	**$ -**	**$ -**	**2**	**General Fund**
1 Construction	PW1393-4	Roadways	Main Street Improvement from Carson St to Victoria	Citywide Annual Overlay Program - Main Street - Carson to Victoria. The project includes grinding existing asphalt pavement and overlay with ARHM to extend life of the pavement. 1	CC Previously Approved Projects	$ 3,600,000	$190,000	$ -	$ -	$ -	$ -	1, 2, 3, 4	Measure R - Fund 254
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 5	Measure M - Fund 281
1 Construction	PW1411-4	Roadways	Main Street Concrete Improvement from Carson St to Victoria	Annual concrete program - Main Street: Carson to Victoria. Concrete reconstruction, tree removal and replacement, repair of damagesidewalk, driveway approaches, curbs and gutter, access ramps to meet the requirements of ADA.	CC Previously Approved Projects	$ 500,000	$0	$ -	$ -	$ -	$ -	0	Measure M - Fund 281
1 Construction	PW1515	Stormwater	Carson Stormwater Capture Facility at Carriage Crest Park	Compliance Project - Stormwater chambers under baseball field to divert stormwater into LA County Sanitation District's Regional & Water Pollution Control Plant	CC Previously Approved Projects	$ 22,110,713	$500,000	$ -	$ -	$ -	$ -	2	Measure W
1 Construction	**PW1610**	**Parks**	****Foisia Park Design and Construction**	**Design - Various upgrades to park facility. Competitave Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1**	**CC Previously Approved Projects**	**$ 12,757,062**	**$4,250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**4**	**OGALS**
							$800,000	**$ -**	**$ -**	**$ -**	**$ -**	**4**	**DIF**
							$7,750,000	**$ -**	**$ -**	**$ -**	**$ -**	**4**	**General Fund**

* PW Priority
** CS Priority
**** Front Loaded Project

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1614	Traffic	Traffic Signal Installation - Del Amo Bl at Stamps Dr	Traffic signal installation at intersection of Del Amo and Stamps - The project includes the installation of complete traffic signal system on all three legs of intersection. The project will improve safety for pedestrians and vehicles coming in and out of the residential community located on the northside of Del Amo. It will also serve the patrons of the future commercial development located on the south side of Del Amo.	CC Previously Approved Projects	$ 1,200,000	$20,000	$ 1,180,000	$ -	$ -	$ -	1	DIF Traffic (4941)
1 Construction	PW1630	Parks	**Anderson Park Electrical Panel-Design and Construction	Replace and upgrade main electrical switch gear and lighting control panel. (Combined PW1630 & PW1671)	CC Previously Approved Projects	$ 75,000	$75,000	$ -	$ -	$ -	$ -	3	Park Development (Quimby Fund 216)
1 Construction	**PW1632**	**Buildings**	**Community Center Coiling Wall & Seismic Analysis**	**Repair coiling wall at Community Center Main Hall - Seismic Analysis**	**CC Previously Approved Projects**	**$ 1,484,000**	**$1,484,000**	**$ -**	**$ -**	**$ -**	**$ -**	**4**	**General Fund**
1 Construction	PW1642	Roadways	Del Amo Blvd Rehabilitation - Central to Wilmington	Del Amo Blvd rehabilitation - Central to Wilmington. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 3,500,000	$145,000	$ -	$ -	$ -	$ -	3	RMRA (SB1) - Fund 288
							$161,000						General Fund
1 Construction	PW1648	Parks	*Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks (Construction to began at Calas Park 3/23)	CC Previously Approved Projects	$ 1,707,575	$1,707,575	$ -	$ -	$ -	$ -	1, 2, 3, 4	Load Shed - Fund 246
						$ 1,680,494	$0	$ -	$ -	$ -	$ -	1, 2, 3, 5	Park Development (Quimby) - Fund 216
							$1,680,494	$ -	$ -	$ -	$ -	1, 2, 3, 6	DIF: Park & Related Facilities (4942)
1 Construction	PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda,Main St and 223rd St, Figueroa St at Torrance Blvd)	CC Previously Approved Projects	$ 2,400,000	$322,350	$ 1,200,000	$ -	$ -	$ -	1, 2, 4	HSIP - Fund ?
							$0	$ -	$ -	$ -	$ -	1, 2, 5	DIF Transportation (4945)
							$877,650	$ -	$ -	$ -	$ -	1, 2, 6	DIF MBK Traffic - Fund 291
1 Construction	PW1657	Traffic	*Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	Traffic Signal Upgrades at 6 Intersections - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St Pending MTA's fuding agreement for construction	CC Previously Approved Projects	$ 3,730,000	$1,865,000	$ 1,865,000	$ -	$ -	$ -	1, 2, 3, 4	Measure R, MTA Award in July 21'
							$0						Measure M
1 Construction	PW1662	Buildings	City Hall Renovation (HVAC & Roof)	Upgrade hvac & roof at city hall and community center	CC Previously Approved Projects	$ 6,612,971	$350,000	$ -	$ -	$ -	$ -	4	Load Shed - Fund 246
1 Construction	PW1667	Traffic	*Upgrade existing traffic signal - Avalon Bl at Gardena Bl	Traffic Signal Upgrade to include addition of left turn phase on north and south bound direction of Avalon Blvd.	CC Previously Approved Projects	$ 500,000	$150,000	$ -	$ -	$ -	$ -	1	DIF Traffic (4941)
							$350,000						Measure M Grant

* PW Priority
** CS Priority
**** Front Loaded Project

CAPITAL IMPROVEMENT PROJECTS

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1674	Parks	**Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	CC Previously Approved Projects	$ 7,351,975	$1,500,000	$ -	$ -	$ -	$ -	1, 2, 3, 4	General Fund
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 5	
1 Construction	PW1676	Stormwater	City of Carson Stormwater Green Street Engineering, Design & Implementation (Gardena & Main Street)	Compliance to the RWQCB stormwater - Includes engineered systems, permeable pavements & nature-based systems. The goal is to comply with regulations.	CC Previously Approved Projects	$ 3,000,000	$500,000	$ 2,500,000	$ -	$ -	$ -	1, 2, 3, 4	Measure W - Fund 295
1 Construction	PW1683	Buildings	Park Gym Lighting - Stevenson & Vets	Replace gym and office lighting to led fixtures at both gyms (2 at Vets and Stevenson)	CC Previously Approved Projects	$ 20,000	$0	$ -	$ -	$ -	$ -	1, 2	Local: Quimby
							$0	$ -	$ -	$ -	$ -	1, 2	DIF Utilities & Sustainability (4946)
1 Construction	PW1687	Roadways	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	CC Previously Approved Projects	$ 700,000	$700,000	$ -	$ -	$ -	$ -	2	Measure M Grant
1 Construction	PW1688	Roadways	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	Traffic signal synchronization at intersection (Total of 21 TSSP) along Avalon Bl from 126th St to Sepulveda Bl	CC Previously Approved Projects	$ 1,000,000	$500,000	$ 500,000	$ -	$ -	$ -	1, 4	Measure R - Fund 254
							$0						Measure M - Fund 281
1 Construction	PW1691	Roadways	Avalon Street Rehabilitation	Avalon Blvd. Street Rehabilitation from Carson St. to 223rd Street. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 4,500,000	$0	$ 4,500,000	$ -	$ -	$ -	1, 2, 3, 4	UNFUNDED
1 Construction	PW1693	Buildings	****Electric Vehicle Charging Infrastructure	Install 128 EV Chargers in City Parks. At City Hall install EV Charger infrastructure and charging equipment. SCE Charge Ready Program - Assume SCE will cover all infrastructure.	CC Previously Approved Projects	$ 1,500,000	$1,500,000	$ -	$ -	$ -	$ -	1, 2, 3, 4	SCE Charge Ready
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 5	DIF Utilities & Sustainability (4946)
1 Construction	PW1694	Roadways	*Bridge Maint Repair - Various Locations	Maintenance repair on vehicular bridges (20) per recommendation on the inspection report completed by Caltrans and LA County.	CC Previously Approved Projects	$ 1,778,705	$1,778,705	$ -	$ -	$ -	$ -	1, 2, 3, 4	General Fund
1 Construction	PW1718	Parks	**Anderson Park Concrete Repair	Limited accessibility upgrades compliance. Concrete reconstruction, asphalt concrete pavement reconstruction, new curbs, steps, and added walkways.	CC Previously Approved Projects	$ 1,857,000	$550,000	$ -	$ -	$ -	$ -	3	DIF: Park & Related Facilities (4942)
							$1,307,000	$ -	$ -	$ -	$ -	3	General Fund
1 Construction	PW1722	Roadways	213th St Street Improvement (Avalon to Main)	213th St. Improvement from Avalon to Main. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	Maintenance	$ 3,500,000	$65,093	$ -	$ -	$ -	$ -	1, 2	DIF Traffic (4941)
							$1,086,368						Measure R
							$2,348,539						Measure M

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
1 Construction	PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	New Project	$ 10,000,000	$9,000,000	$ -	$ -	$ -	$ -	4	General Fund
							$1,000,000						DIF: Park & Related Facilities (4942)
1 Construction	PW1729	Buildings	City Hall Interior Lights Upgrade	Remove and Replace existing interior lights and replace with LED.	CC Previously Approved Projects	$ 150,000	$150,000	$ -	$ -	$ -	$ -	4	Load Shed - Fund 246
1 Construction	PW1730	Buildings	EV Chargers at Community Center West Wing	Install EV Charger Level 3 infrastructure and charging equipment at Community Center West Wing	New Project	$ 288,341	$44,000	$ -	$ -	$ -	$ -	4	DIF Utilities & Sustainability (4946)
1 Construction	PW1731	Buildings	EOC/Basement Renovations	Modify CY facility to accommodate for all upgrades required	CC Previously Approved Projects	$ 6,506,000	$6,506,000					4	Geneal Fund
1 Construction	PW1763	Roadways	Citywide Slurry Seal	Citywide Slurry Seal Project	CC Previously Approved Projects	$ 3,500,000	$418,155	$ -	$ -	$ -	$ -	1, 2, 3, 4	ARPA - Fund 299
1 Construction	PW1773	Roadways	CATCP	CARSON ACTIVE TRANSPORTATION AND COMMUNITY CONNECTIVITY PLAN (CATCP) Transportation studies and planning work to develop the CAT-CP to bring safety and connectivity to the disadvantaged communities of Carson.	New Project	$ 405,000	$301,344	$ -	$ -	$ -	$ -	1, 2, 3, 4	Grant SB-1
1 Construction	PW1784	Roadways	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	New Project - Unapproved	$ 600,000	$600,000	$ -	$ -	$ -	$ -		DIF Transportation (4945)
1 Construction	PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	CC Previously Approved Projects	$ 1,697,000	$1,697,000	$ -	$ -	$ -	$ -	4	General Fund
1 Construction	PW1787	Buildings	CH Lobby Carpet Replacement	Replacing the carpet and base of the 2nd floor of city hall, 1st floor lobby, and stair access corridor adjacent to the City Clerks office. The project also includes resurfacing the concrete bands throughout the 1st floor.	New Project - Unapproved	$ 150,000	$150,000	$ -			$ -	4	DIF Gov Facilities (4944)
1 Construction	PW1790	Buildings	Community Center Lighting and AV Equipmeny Upgrade	Upgrade existing lighting and AV equipment at Community Center Main Hall.	New Project - Unapproved	$ 1,200,000	$0	$ 1,200,000				4	UNFUNDED- HIGH Priorty
1 Construction	PW1794	Buildings	Council Chambers AV & Lighting	Upgrade AV & Ligting equipment in the Council Chambers	New Project	$ 600,000	$600,000						PEG
1 Construction	PW1795	Parks	Mills Park Rec Center Renovation	Upgrades and Improvements to the Recreation Center at Mills Park	New Project	$ 3,000,000	$183,859 $2,189,854						OGALS General Fund

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
2 Design	PW1451B	Bikeways	Bike Lane Installation - Carson St, Figueroa, Main St, and Victoria St	Design and construction of 14.6 mile bike lanes on Carson St, Figueroa, Main St, and Victoria St, including median modification to accommodate bike lane buffer zone	CC Previously Approved Projects	$ 7,755,000	$552,333	$ 4,704,667	$ -	$ -	$ -	1, 2, 3, 4	Metro
							$403,000	$ 806,000					HSIP
							$134,400	$ 644,500	$ -	$ -	$ -	1, 2, 3, 4	DIF Transportation (4945)
							$0	$ 510,100					DIF Traffic (4941)
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 4	General Fund, Local Match $148,800
2 Design	PW1452	Bikeways	Bike Lane Installation - 223rd St, Avalon Bl, Central Ave, Del Amo Bl, and University Dr	Design and construction of bike lanes on 223rd St, Avalon Bl, Central Ave, Del Amo Bl, and University Dr including median modification to accommodate bike lane buffer zone	CC Previously Approved Projects	$ 7,778,000	$594,667	$ 4,789,333	$ -	$ -	$ -	1, 2, 3, 4	Metro
							$376,333	$ 752,667					HSIP
							$125,600	$ 631,900	$ -	$ -	$ -	1, 2, 3, 4	DIF Traffic (4941)
							$0	$ 507,500					DIF Transportation (4945)
							$0	$ -	$ -	$ -	$ -	1, 2, 3, 4	General Fund, Local Match $139,100;
2 Design	PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	CC Previously Approved Projects	$ 9,000,000	$939,464	$ -	$ -	$ -	$ -	3, 4	MTA Grant
							$0	$ -	$ -	$ -	$ -	3, 4	TDA Article 3;)
							$0	$ -	$ -	$ -	$ -	3, 4	DIF Transportation (4945)
							$0	$ 8,060,536	$ -	$ -	$ -	3, 4	General Fund
2 Design	PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy (Metro Funded) Upgrade of curb ramps citywide.	CC Previously Approved Projects	$ 3,451,000	$300,000	$ 3,151,000	$ -	$ -	$ -	3	ATP Cycle 6
2 Design	PW1536	Roadways	Rapid Bus Priority System	Purchase and installation of bus shelters to improve the bus stops at 10 locations along Avalon Blvd and along Victoria Street within the vicinity of the Dignity Health Sports Park and CSUDH campus. The improvement involves covered bus shelters that are illuminated by solar powered batteries, installation of bike racks, repairs of adjacent sidewalks, and wayfinding signage.	CC Previously Approved Projects	$ 524,318	$334,527	$ -	$ -	$ -	$ -	1	MTA Call for Projects, PROP A, Measure M, Net Toll Revenue; ; DIF MBK Traffic or Shuttle
							$189,791						DIF Traffic (4941)
2 Design	PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	CC Previously Approved Projects	$ 5,500,000	$1,069,486	$ -	$ -	$ -	$ -	1, 4	MTA Grant
							$0	$ -	$ -	$ -	$ -	1, 5	TDA Article 3
							$0	$ -	$ -	$ -	$ -	1, 6	DIF Transportation (4945)

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
							$0	$ 4,430,514	$ -	$ -	$ -	1, 7	General Fund
2 Design	PW1608	Roadways	MLK Blvd Improvements	Reconstruction of Martin Luther King Blvd. The project includes removal and replacement of existing native soil and aggregate base to reconstruct roadway section per current City Standard.	CC Previously Approved Projects	$ 10,000,000	$0	$ 10,000,000	$ -	$ -	$ -	1	UNFUNDED
2 Design	PW1612	Traffic	*Traffic Signal Installation- Broadway and Griffith	Traffic signal installation at Broadway and Griffith	CC Previously Approved Projects	$ 600,000	$100,000	$ 500,000	$ -	$ -	$ -	1	Measure R Grant
							$0	$ -	$ -	$ -	$ -	1	DIF Transportation (4945)
2 Design	PW1613	Traffic	Traffic Signal Installation - Main St at Lenardo Dr	Traffic signal installation at intersection - Main St and Lenardo Dr	CC Previously Approved Projects	$ 400,000	$400,000	$ -	$ -	$ -	$ -	1, 2	Measure MR-MM Bonds - Fund 256
2 Design	PW1615	Traffic	Traffic Signal Installation - Lenardo Dr at Stamps Dr	Traffic signal installation at intersection - Lenardo Dr and Stamps Dr	CC Previously Approved Projects	$ 600,000	$0	$ -	$ -	$ -	$ -	1	Measure MR-MM Bonds - Fund 256
2 Design	PW1616	Traffic	Traffic Signal Installation-3 Driveways - Lenardo Dr at FOLA Driveways	Traffic signal installation at intersection - Lenardo Dr and FOLA Driveways	CC Previously Approved Projects	$ 1,500,000	$0	$ -	$ -	$ -	$ -	1	Measure MR-MM Bonds and/or DIF Transportation (4945)
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	CC Previously Approved Projects	$ 19,000,000	$5,000,000	$ 14,000,000	$ -	$ -	$ -	1	Measure MR-MM Bonds - Fund 256
2 Design	PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitationilitaion, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	CC Previously Approved Projects	$ 2,200,000	$0	$ 2,200,000	$ -	$ -	$ -	2, 4	Measure R
							$0	$ -	$ -	$ -	$ -	2, 4	Measure M
2 Design	PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitationilitaion, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	CC Previously Approved Projects		$0	$ -	$ -	$ -	$ -	2, 4	DIF Traffic (4941)
2 Design	PW1624	Roadways	Figueroa Street Improvement - Torrance to 223rd	Figueroa Street Improvement - Torrance to 223rd. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 2,000,000	$0	$ 2,000,000	$ -	$ -	$ -	2	Measure M and/or R
							$4,020,400	**$ -**	**$ -**	**$ -**	**$ -**	**3**	**OGALS**
2 Design	**PW1636**	**Parks**	****Mills Park Renovations**	**Install new shade structure over picnic shelters and outdoor exercise equipment, Construct Unisex restrooms (pre-fabrication) for public use, monument sign, wading pool demo - Per Capita Grant**	**CC Previously Approved Projects**	**$ 3,445,254**	**$0**						**DIF: Park & Related Facilities (4942)**
							$0						**Park Development (Quimby Fund 216)**
2 Design	PW1647	Roadways	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	CC Previously Approved Projects	$ 3,520,000	$0	$ 1,019,181	$ -	$ -	$ -	1, 2,	Measure R - Fund 254
							$0	$ 740,819					DIF Transportation (4945)

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
							$0	$ 1,760,000					Metro Expresslane NetToll Revenue Grant
2 Design	PW1671	Parks	**Dolphin Park Electrical Panel Upgrade - design and Construction	Replace and upgrade electrical panels and lighting control for field lights. (Combined PW1671 & PW1630)	CC Previously Approved Projects	$ 100,000	$0	$ -	$ -	$ -	$ -	3	Park Development (Quimby) - Fund 216
2 Design	PW1681	Parks	Pool Building Shelter Cover	Provide covering over open slots in the locker rooms to prevent debries and water from entering (Carson & Foisia pool)	CC Previously Approved Projects	$ 50,000	$0	$ 50,000	$ -	$ -	$ -	1, 4	Local: Quimby
2 Design	PW1682	Stormwater	Stormwater Master and Implementation Plan	Create a comprehensive Stormwater Implementation Plan to inform strategic stormwater capital planning, maintenance, operations, and program management in the City. The plan must consolidate municipal stormwater quality compliance; targeted drainage and flood improvements; operations, maintenance, and non-structural program management; and financial strategy (government grants, regional programs and partnerships, City funds if required, General Fund and Safe, Clean Water Program) into one guiding program.	CC Previously Approved Projects	$ 1,364,143	$165,000	$ -	$ -	$ -	$ -	0	Measure W - Fund 295
2 Design	PW1684	Parks	Wading Pool Demo	Demolition of wading pools at Anderson, Calas, Veterans	CC Previously Approved Projects	$ 100,000	$100,000	$ -	$ -	$ -	$ -	2, 3	Local: Quimby, County Pk, DIF
2 Design	PW1706	Parks	Stevenson Park Bungalow Removal	Removal of bungalow "North End" (Combine PW1706 & PW1707)	CC Previously Approved Projects		$0	$ -	$ -	$ -	$ -	1	DIF: Park & Related Facilities (4942)
													Park Development (Quimby Fund 216)
2 Design	PW1707	Parks	Stevenson Park Picnic Shelters	Installation of New Picnic Shelters (Combine PW1707 & PW1706)	CC Previously Approved Projects	$ 1,000,000	$0						DIF: Park & Related Facilities (4942)
							$0	$ 1,000,000	$ -	$ -	$ -	1	Park Development (Quimby Fund 216)
2 Design	PW1710	Roadways	Walnut St rehabilitation (Avalon to Central)	Walnut St rehabilitation from Avalon to Central. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 3,900,000	$0	$ 3,900,000	$ -	$ -	$ -	1	RMRA (SB1) - Fund 288
2 Design	PW1715	Roadways	Medians Plan: Construct & Relandscape Center Medians	Replace and install all new landscape at the center medians located through out the city with drought tolerant plants.	CC Previously Approved Projects, Grants-Eligible	$ 1,500,000	$400,000	$ 1,000,000	$ -	$ -	$ -	1, 2, 3, 4	DIF Administration (4940)
2 Design	PW1723	Buildings	International Sculpture Garden	City Council request, the existing statue of Jose Rizal is the first of potentially several historical leaders to be memorialized in the international sculpture garden. Staff recommendation is to congregate all sculptures in an accessible area adjacent to the Community Center and outside of the footprint of the proposed Teen/Innovation Center.	New Project	$ 200,000	$0	$ -	$ -	$ -	$ -	4	UNFUNDED
2 Design	PW1732	Parks	Solar @ Vets Park	Microgrid-Solar panels and Battery Storage Systems at SportsComplex Parking Lot and some areas of roofing.	New Project	$ 2,000,000	$2,000,000	$ 2,000,000	$ -	$ -	$ -	2	Fed Gov't Appropriation from HUD Grant# B-23-CP-0CA-0076
2 Design	PW1738	Technology	WiFi in Parks	Expand WiFi throughout the parks to have accessibility on fields, parking lots, courts, etc.	CC Previously Approved Projects	$ 350,000	$350,000	$ -	$ -	$ -	$ -	1, 2, 3, 4	ARPA - Fund 299
2 Design	PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Optimize equipment layout and parking space •Wall and roof repair and insulation at main corporate yard building •Driveway at 18601 S. Main St for alternate Corporate Yard exit •Wash station and compliance requirements •Covered parking, Fire Suppression system at Warehouse and Community Services	CC Previously Approved Projects	$ 4,000,000	$300,000	$ 3,700,000	$ -	$ -	$ -	1	DIF Gov Facilities (4944)
							$0						DIF Gov Facilities (4944)
2 Design	PW1749	Buildings	EV Bus Chargers	Installation of EV bus chargers with electrical conduits and potential transformer	CC Previously Approved Projects	$ 250,000	$250,000	$ -	$ -	$ -	$ -	1	Maybe loadshed or Prop C; DIF Utilities & Sustainability (4946)

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
2 Design	PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	New Project	$ 4,375,000	$1,000,000	$ 1,559,000	$ -	$ -	$ -	1, 3	Surface Transporation Program Local (STPL) $2.7M from STPL
							$1,816,000	$ -					DIF Traffic (4941)
							$0						Measure R
							$0						Measure M
2 Design	PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	New Project	$ 4,000,000	$0	$ -	$ 1,350,000	$ -	$ -	2, 4	RMRA (SB1) - Fund 288
2 Design	PW1775	Roadways	213th St. Street Lights	Chico to Wilmington	New Project	$ 800,000	$800,000	$ -	$ -	$ -	$ -	3	Measure R
													Measure M
2 Design	PW1776	Stormwater	Calas Park Stormwater Infiltration and Water Quality Improvements	Supplemental Environment Project (SEP)	New Project	$ 6,000,000	$500,000	$ 5,500,000	$ -	$ -	$ -	3	LA County Sanitation Districts
2 Design	PW1780	Roadways	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	New Project - Unapproved	$ 3,250,000	$0	$ 3,250,000	$ -	$ -	$ -	1	Metro Grant
2 Design	PW1783	Stormwater	Delford Culvert Replacement	Reconstruct the culvert between Delford Avenue and 226th Place.	New Project - Unapproved	$ 294,470	$0	$ -	$ -	$ -	$ -		General Fund
2 Design	PW1785	Bikeways	Carson Bicycle Master Plan	Carson's Master Bicycle Plan will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities. With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.	New Project - Unapproved	$ 897,000	$897,000				$ -		ATP Cycle 6
2 Design	PW1788	Stormwater	Del Amo Park Drainage	Evaluate draining for northern portion of del amo park. And prepare PS&E for basketball courts and problematic areas.		$ 3,000,000	$150,000	$ 3,000,000			$ -		Gen-Fun On-call
3 Maintenance	PW1396	Roadways	Dominguez Street Roadway Reconstruction	Dominguez Street from Wilmington to Alameda. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	CC Previously Approved Projects	$ 3,120,000	$0	$ -	$ -	$ -	$ -	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1413-5	Roadways	Annual Slurry Seal & Crack Seal Program (Preventative Maintenance)	Annual preventative maintenace using a rubberized slurry seal on city streets -	New Project	$ 900,000	$0	$ -	$ -	$ 900,000	$ -	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1426	Roadways	*Citywide Park Slurry Seal Parking Lot, Green Streets & Sustainability	Preventative maintenance for parking lot at all City Parks (12 @$85k)	New Project /Funded Const.	$ 1,020,000	$0	$ -	$ 1,020,000	$ -	$ -	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1484	Parks	Dugout Cover Installation at 9 Parks	Repair and or replace dugout roof material (Calas, Carriage Crest, Del Amo, Dolphin, Dominguez, Foisia, Hemingway, Stevenson, Veterans) 26 total	CC Previously Approved Projects	$ 75,000	$0	$ 75,000	$ -	$ -	$ -	1, 2, 3, 4	Local: Quimby
3 Maintenance	PW1639	Parks	Veterans Park Office & Meeting Room & Kitchen Refurbishment	Replace counters, counter tops, cabinets and plumbing fixtures, flooring in Activity rooms and office and remodel Kitchen with new floor/cabinets/appliances	CC Previously Approved Projects	$ 200,000	$0	$ 200,000	$ -	$ -	$ -	2	Local: Quimby, County Pk
3 Maintenance	PW1673	Parks	**Pool Slides Replacement at Dominguez Park and Hemingway Park	Replace and install new pool slides for Dominguez Pool and Hemingway Pool	CC Previously Approved Projects	$ 900,000	$0	$ 450,000	$ 450,000	$ -	$ -	1, 3	Local: Quimby, County Pk DIF: Park & Related Facilities (4942), Park Development (Quimby Fund 216)
3 Maintenance	PW1692	Stormwater	*Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	Operation & Maintenance of stormwater capture facility at Carriage Crest Park. Safe clean water program requirements	CC Previously Approved Projects	$ 1,037,500	$207,500	$207,500	$207,500	$207,500	$ -	2	Safe Clean Water $207,500 , General Fund 1:1 Match $207,500

* PW Priority
** CS Priority
**** Front Loaded Project

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	CIP Funding Source	Total Project Budget	FY24-25 Budget	FY25-26 Estimate	FY26-27 Estimate	FY 27-28 Estimate	FY28-29 Estimate	District	Funding Source
			(O&M: Carriage Crest Park)		Projects		$207,500	$207,500	$207,500	$207,500			General Fund 1:1 Match $207,500
3 Maintenance	PW1699	Buildings	Community Center Upgrades - Dominguez Halls and Kitchen	Upgrades to facility kitchen and halls (Dominguez Halls) at community center (Later to avoid construction conflicts w/ coiling wall)	CC Previously Approved Projects	$ 1,870,000	$0	$ 1,870,000	$ -	$ -	$ -	4	UNFUNDED
3 Maintenance	PW1712	Buildings	Park Facility HVAC Installation	Design and Construct - $750k per Gymnasium and Facility	Maintenance	$ 7,500,000	$0	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 1,500,000	1, 2, 3, 4	UNFUNDED
3 Maintenance	PW1754	Roadways	Figueroa Street - Torrance to Victoria	Figueroa St. (2.3 miles) Grind and overlay from Torrance to Victoria. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	New Project	$ 6,540,000	$0	$ 650,000	$ 5,890,000	$ -	$ -	1, 2	UNFUNDED
3 Maintenance	**PW1791**	**Roadways**	**Street Repair**	**Citywide Street Repair**	**Maintenance**	**$ 32,000,000**	**$15,000,000**	**$ -**					**FUNDED -CIP-GENFUN**
							$116,402,392	**$112,880,100**	**$11,125,000**	**$3,315,000**	**$1,500,000**		

* PW Priority
** CS Priority
**** Front Loaded Project

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Toni Carter, Housing Specialist CMO Housing & Neighborhood

Subject: CONSIDERATION OF ADOPTION OF REVISED NEIGHBORHOOD PRIDE PROGRAM GUIDELINES (CITY COUNCIL)

I. SUMMARY

The current Neighborhood Pride Program (NPP) guidelines were adopted by the City Council on October 15, 2024 which addressed 2 items discussed during the recent HUD Monitoring in August 2024. After receipt of the final HUD Monitoring report, Staff is requesting the City Council approve additional language to address the finding and remain in compliance with HUD.

II. RECOMMENDATION

1. APPROVE the modified Neighborhood Pride Program guidelines.
2. AUTHORIZE the City Manager to respond and sign the attached draft letter.

III. ALTERNATIVES

TAKE another action the City Council deems necessary consistent with applicable laws.

IV. BACKGROUND

In August 2024, the Housing Division staff participated in the US Department of Housing and Urban Development (HUD) Monitoring. The review scope encompassed the City of Carson's PY2021 and PY2022 CDBG grants that funded 5 IDIS (Integrated Disbursement and Information System) activities. The CDBG program is administered through the City's Housing Division Neighborhood Pride Program (NPP). The activities selected for review were part of the NPP program and selected due to their high funding level and program complexity, and represent a 26% sample of the City's homeowner rehabilitation projects, which serve low-and moderate income families.

The areas reviewed included: Rehabilitation Activities, Flood Insurance Protection, Lead-Based Paint, Labor Standards Administration and Environmental Review.

FINDING-As a result of the monitoring, it was found that City procedures and project files did not sufficiently address requirements related to completing the request for release of funds or documenting the Authority to Use Grant Funds form to be received from HUD. Based on this monitoring review, it was determined that the City was not in compliance with this area.

CONDITION- The City was unable to provide a copy of its Request for Release of Funds (RROF) or its Authority to Use Grant Funds (AUGF) from HUD for its homeowner rehabilitation program. While the City was unable to provide its RROF or AUGF for the activities reviewed, HUD was able to verify within its own records that the City submitted an RROF and that HUD sent the City an AUGF for its single family rehabilitation program. However, it is the City's responsibility to maintain both documents.

CRITERIA- 24 CFR 570.506 states that each recipient shall establish and maintain sufficient records to determine whether the recipients maintain sufficient records to determine whether the recipient has met the requirements of this part. 24 CFR 570.506(J) requires that recipients maintain records in accordance with other applicable laws and regulations set forth in subpart K. Subpart K includes 24 CFR 570.604 which covers environmental standards at 24 CFR Part 58 and the citations noted below.

An environmental review must must be performed before any funds, regardless of source, are committed to a project. 24 CFR 58.70 states that the NOI/RROF must be disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 24 CFR 58.45 before the certification is signed by the responsible entity.

Documentation of the environmental review should be maintained in the environmental review record. This record contains the description of all activities that are part of the project and an evaluation of the effects of the project. This record should be made available for public review.

24 CFR 58.71- The RROF and certification shall be sent to the appropriate HUD Field Office and the request shall be executed by the Certifying Officer. The request shall describe the specific project and activities covered by the request and contain the certification required under the applicable statue cited in 24 CFR 58.1(b). The RROF and certification must be in a form specified by HUD.

CAUSE- The City's procedures did not sufficiently describe what must be done to complete a RROF or to document that it completed a RROF. In addition, the procedures do not identify from HUD 7015.16 as being part of the environmental review process for the single family rehabilitation program.

EFFECT- If the City cannot document that it is in compliance with environmental review requirements, HUD could request repayment for funds drawn for any activity for which the City cannot provide proof of its compliance.

CORRECTIVE ACTION- To address the deficiency, the City is requested to Revise and submit to HUD, policies and procedures that ensure the City follows the requirements described in the criteria of this finding.

The revised Neighborhood Pride Program guidelines will address this deficiency to ensure the City follows the requirements described.

V. FISCAL IMPACT

NONE

VI. EXHIBITS

1. EXHIBIT NO. 1- (DRAFT) Neighborhood Pride Program guidelines
2. EXHIBIT NO. 2- HUD MONITORING REPORT
3. EXHIBIT NO. 3-(DRAFT) Response letter to HUD from City of Carson

Attachments

NPP guidelines 11 20 24 HUD Monitoring draft.pdf
2024 CDBG Monitoring Report Signed 9-30-24 (003).pdf
2024 HUD Repsonse draft.pdf

CITY OF CARSON

Neighborhood Pride Program Guidelines and Implementation Procedures

Serving the City of Carson

EQUAL HOUSING OPPORTUNITY

ACCESSIBLE

Modified Revision: 09/17/2024
Final Guidelines Approval Date: 02/20/24
Administrative Revisions 08/22/24

GUIDELINES AND IMPLEMENTATION PROCEDURES

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I. INTRODUCTION

Mission Statement

The City of Carson (City) Neighborhood Pride Program (NPP or Program) is designed to promote well-maintained and safe residential communities through the use of U.S. Department of Housing and Urban Development (HUD) funded loans and grants for low and moderate-income eligible households.

Program Summary

The Neighborhood Pride Program is designed to assist low- and moderate-income owners of single-family detached, and mobile home dwellings with the preservation of decent safe and sanitary housing. The NPP corrects hazardous structural conditions, makes improvements considered necessary to eliminate blight, promotes the construction of healthy, sustainable and resource-efficient housing, improves disabled access, and corrects building, and health and safety code violations.

Program funds may be used to complete required and approved housing rehabilitation construction repair activities and addressing lead-based paint hazards and is inclusive of all CDBG eligible project-related soft costs, including but not limited to hazardous materials testing fees, title fees, and document recordation fees.

The City of Carson under the direction of the City Manager's staff or their designees (Staff) shall administer the NPP Program. As used herein, the term "Staff" may include either employees or consultants of the City of Carson under the direction of the City Manager's Office. The administration of the NPP including, without limitation, application evaluation procedures, rehabilitation assessments, cost estimation, bid solicitation, contractor selection, construction management, inspection, disbursement of Program funds and processing of the Notice of Completion will be managed in accordance with these approved Guidelines.

The City Manager or his/her designee shall be responsible for ensuring that the NPP Implementation Guidelines are maintained and updated periodically to ensure compliance with all U.S. Department of Housing and Urban Development policies and regulations. The Implementation Guidelines shall conform to these approved Guidelines.

Equal Opportunity

Applicants will not be discriminated against on the basis of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability, or any other arbitrary basis. In addition, applicants may not discriminate in the use, occupancy, and awarding of contracts with respect to the property to be rehabilitated with the assistance of an NPP grant and/or loan.

II. PROGRAM DESCRIPTION

NPP projects are funded from the City's annual allocation of CDBG funds. The City of Carson receives CDBG funds from HUD as authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-5301 et seq. Funds for the NPP are approved by the City Council each fiscal year as part of the City's Annual HUD Action Plan process and in conjunction with the City's annual budgeting process.

The program can provide a program grant or loan to eligible households whose incomes do not exceed the 80% of Area Median Income adjusted for household size as promulgated by HUD. A program grant may not exceed $30,000 for single family detached residential properties; and may not exceed $20,000 for mobile homes. Amounts over the grant or loan amount needed to complete non-health and safety issues must be paid by the homeowner and must deposit a cashier's check to the City's Treasurer's Department. All program grants and loans shall be approved by the RSC. The City Manager or his/her designee has authority to increase 20% ($36,000) for single family homes or grant amount for mobile homes by 20% ($24,000). The authority can only be exercised when the City Manager or his/her designee determines that substantial repairs unforeseen at the time of the initial inspection make the expenditures necessary (additional necessary repairs are discovered during construction). If the estimate to make the repairs exceeds the said limits, other non-health and safety repairs must be eliminated. If this elimination is determined to be not possible, the City Manager is authorized to increase the limit by a maximum of $5,000.00. Repairs over this amount will be required to be paid by the homeowners. When exceeding the initial limits, non-health and safety repairs need to be paid by the homeowner by depositing the funds with the City of Carson Treasurer's Department.

The program provides deferred loans at three per cent (3%) interest, which will be made available to eligible households whose incomes do not exceed 80% of the Area Median Income adjusted for household size as promulgated by HUD (24 CFR 91.5). Program loans may not exceed $30,000. exceptions can be made when the cost of repairs exceeds the allocated loan amount of $30,000, in which case the City Manager or his/her designee and/or his designee can recommend additional funding for projects that require substantial repairs that are unforeseen at the time of construction. Any additional funding over the $30,000 allocated amount must be authorized and approved by the City Manager not to exceed $50,000. Any amount over $30,000 must meet health and safety need as determined by City Manager or his/her designee. Program funds may not be used for refinancing purposes. All program loans shall be underwritten by Staff and approved by the City Manager or his/her designee.

All grants granted will require the Participant's first mortgage to be current and have current homeowner's insurance prior to grant approval.

There is a one-time participation for each Participant. In instances where a NPP loan or NPP grant has been provided, and the maximum loan or maximum grant limit has not been utilized, re-application for the balance of the residual program maximum amount is not allowed.

Grants and loans are only available to applicants meeting the criteria specified in this document adopted by the City Council. Program loans will be evidenced by a promissory note and secured by a deed of trust. Program loans may not be in a junior position beyond a second trust deed, unless approved by the City Manager or his/her designee and/or its designees.

All program loan and grant funding is limited and subject to the availability of program funds.

III. APPLICATION PHASE

A. PROGRAM MARKETING

The City will market the NPP to potential applicants through various means, including but not limited to:

1. Advertising through news bulletins, City website, and local publications;

2. Distributing promotional material directly to homeowners that have code violations, flyers and brochures are available for residents.
3. Coordinating public meetings (as necessary) to explain the NPP to potential applicants and other interested persons.

B. INTEREST LIST

In an effort to provide consistent service to Carson residents, Prospective applicants must register through the city's Neighborhood Pride portal (ci.carson.ca.us) to be placed on the waiting list for participation in the program based on funding availability. Prospective applicants will be added to the current interest list and registered in the order received. All registrations must contain name, property address, telephone number and email, if applicable. The list will remain open year-round beginning November 2024. Due to funding availability prior participants will not be eligible to participate.

As funds become available, applicants will be notified by phone, U.S. mail and/or email with instructions to complete their application on our portal. These applications must be fully completed and include any required documentation. If an applicant needs assistance with completing the online application, they can contact the Housing Division staff to schedule an appointment. The deadline to receive the applications will be 15 days after they are notified. If the application is not returned by that time, reasonable efforts should be made to contact the prospective applicant. If such efforts fail, the prospective applicant will be removed from the list after 30 days. No further correspondence will be sent.

Staff will review each application for completeness and adherence to guidelines. If items are missing or additional information is needed, the applicant will have 10 business days to submit. A letter of acceptance or denial will be sent by applicants preferred method of contact.

As funds become available, we will continue to contact applicants on the Neighborhood Pride Interest list. The Interest list will not expire at the end of the fiscal year. Interested parties will continue to be added to the list established in October 2024. If an interested party is contacted and we do not receive a response after 15 days, the name will be removed from the list.

Staff will use the interest list as a mechanism to control the flow of rehabilitation work to ensure efficiency and the timely expenditure of funds. Based on demand, marketing efforts will be increased or decreased to achieve program objectives.

C. APPLICATION REVIEW AND APPROVAL PROCEDURE

The Staff will perform the following tasks:

1. Review application for completeness and for income and owner-occupant eligibility status.
2. If upon review of the application the staff determines the applicant is ineligible, inform the applicant in writing of such determination.
3. If upon review of the application the staff determines the applicant is eligible, NPP Staff will log the application into the program database, enter the eligibility determination date, and set up a six-part classification file to maintain all required documentation.
4. Obtain a property information report from the City's GIS system or another property information service provided by the City's title company. This report must include the Assessor's Parcel Number, square footage, year built, ownership information, flood zone information, transaction history, and other pertinent information used to verify property type, size, age, value, and physical location.

5. Obtain a Policy of Insurance of Record Title (PIRT) and estimated property valuation information.

6. If the Applicant has received prior CDBG funding for home rehabilitation or repair, the Applicant is not eligible for further funding. For emergency conditions, please see letter (F) "Emergency Conditions".

D. PROGRAM ELIGIBILITY

To be eligible for assistance, the following conditions must be met:

1. Applicant Eligibility

Applicants must be of legal age. Applicants will be served on a first-come, first-served basis. City Councilmembers, and any employee, official or agent of the City who exercises any policy or program decision-making function in connection with the NPP is ineligible for assistance under the Program. This policy extends for a period of one year beyond an individual's disassociation with the City of Carson in such capacity.

If the Applicant has received prior federal funding for home rehabilitation or repair, the Applicant is not eligible for further funding. For emergency conditions, please see letter F "Emergency Conditions" above.

2. Determination of Income

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HUD each year **(Attachment C)**.

The link to the official HUD-maintained income limits for CDBG activities is:
https://www.huduser.gov/portal/datasets/il.html **Household:** means one or more persons who will occupy a housing unit. Unborn children don't count in family size determination.

INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HUD income limits. Income qualification criteria for HUD will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

a. HOUSEHOLD INCOME DETERMINATION:
Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used,

rather than past earnings, when calculating income.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

b. ASSETS:
There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g., interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

c. Property Eligibility Requirements:
Existing conventional detached owner-occupied residential housing and residential mobile homes, or multi-family low-mod (LMI) household having an income of 80% or less than the area median income, located within the City of Carson corporate city limits, are eligible for assistance. The applicant must be the owner of the property under an officially recorded grant deed or mobile home title and shall furnish appropriate evidence with their application. All taxes, assessments, and insurance premiums currently due or in arrears on the real estate must be paid before loans or grants are made. The applicant property must have sufficient fire insurance as necessary to protect the owner and the City's interest in the property.

Participant shall be required to maintain owner-occupancy of any property assisted with NPP Grant funds for a minimum period of one year from the date of completion of the repairs as determined by the date of the Notice of Completion, and in conformance with the provisions of the Participation Agreement. In the event that owner-occupancy is not maintained for the minimum one-year period, (if allocated amount is over $30,000 owner-occupancy must be maintained for a three period) all NPP Grant funds expended on behalf.

E. DETERMINATION OF PROGRAM ASSISTANCE LEVEL PER UNIT

The level of program assistance for a particular project depends on two factors: (1) the maximum and minimum assistance limits; and (2) the condition of the property.

1. Minimum and Maximum Loan

The minimum loan is $5,000.00 per eligible property. This minimum is established to offset the administrative costs associated with the implementation of the program. The maximum loan amount is $50,000.00 per eligible property.

2. Condition of the Property

The level of assistance depends largely on the condition of the dwelling that is to be rehabilitated and whether major health and safety conditions are present.

3. Loan Underwriting Standards and Assistance Level

The amount of loan assistance provided is determined by the amount of housing rehabilitation that is eligible, necessary, and reasonable, and also by the ability of the homeowner to repay the loan.

Loans may not exceed the amount necessary to perform the City and owner-approved rehabilitation work, as determined by the results of the homeowner's competitive procurement.

4. Property Inspection Procedures

Inspections shall be performed a minimum of three separate times during the rehabilitation process. The initial property inspection takes place following NPP Staff's determination of applicant and property eligibility to determine rehabilitation needs, obtain photo documentation of site conditions, assist in the preparation of a scope of work, for the purpose of the developing a RSC funding recommendation, developing environmental review determinations, and whether or not hazardous materials testing will be necessary. The next series of inspections takes place during the construction phase to verify compliance with contract specifications and validate the payment of funds to the contractor. Upon completion of all work items, NPP Staff and the owner will conduct a final inspection.

5. Work Description

Following the initial inspection, Staff drafts the Work Description and Bid Proposal Form. This document details the work that will be competitively bid by the owner. The Work Description is a detailed list of specific activities and an estimate of the cost of each activity to be completed. The Work Description's items are prioritized in order, with code items first and lesser priority improvements listed thereafter. Prior to the owner's contractor procurement, the Work Description must be approved by the RSC in its function as the screening committee. Following approval, bid packages shall be provided to the homeowner with detailed instructions on how to conduct the procurement.

6. Lead-Based Paint Evaluation and Requirements for Pre-1978 Units

As part of the program application, owners are provided with information regarding the dangers of lead-based paint. Evidence of receipt of this information is maintained in the project file. The lead-based paint requirements can have a significant impact on the final scope of work. When the housing unit in question was built prior to January 1, 1978, the lead-based paint requirements apply. Based on the amount of subsidy provided to the project, different levels of action are required on the part of the City, as shown in the following table:

Loan Amounts	**<$5,000**	**$5,000-$25,000**	**>$25,000-$50,000**
Approach to Lead Hazard Evaluation and Reduction	Do no harm	Identify and control lead hazards	Identify and abate lead hazards
Notification	Yes	Yes	Yes

Lead Hazard Evaluation	Paint testing of surfaces to be disturbed by rehabilitation	Paint testing of surfaces to be disturbed by rehabilitation AND Risk assessment	Paint testing of surfaces to be disturbed by rehabilitation AND Risk assessment

Any required lead-based paint inspections (initial and clearance) will be performed by the City's contracted lead-based paint testing firm. The contractor engaged to encapsulate and/or stabilize lead-based paint will not be paid until evidence of a lead-based paint clearance is provided to the City. Lead-based paint inspection reports and risk assessments (as applicable) will be provided to the owner and made available to contractors as an appendix to the Work Description and Bid Proposal Form.

7. Cost Estimating

The Work Description is the basis for estimating the cost of each work item. In many cases, a work item is derived from a standard specification. Using a tabulation of recent bids as a guideline, prior to the distribution for owner procurement, NPP Staff shall prepare an internal cost estimate for each repair item and the entire project.

8. Asbestos Testing and Abatement

F. EMERGENCY CONDITIONS

In the event that an eligible applicant has an emergency condition on the property that requires immediate attention based on a potential health and safety code such as, utility hazards that require immediate shut off: deteriorated and/or damaged roofs, ADA required improvements, at the request of applicant, the City Manager or his/her designee will consider the provision of accelerated assistance to address the emergency health and safety concerns. An eligible applicant must be within income guidelines and will not have had prior use of federal funds.

Program Inspector will inspect the property to determine the property deficiency and provide an inspection report to the City Manager or his/her designee detailing the need and costs associated with rectifying the immediate health and safety concerns.

The City Manager or his/her designee will review the inspection report and provide a determination regarding the provision of accelerated funding. Any CDBG funding provided under emergency conditions shall address the only the emergency and specific health and safety concerns.

If the applicant has received prior CDBG funding in the form of a grant for home rehabilitation and/or repairs, the applicant is not eligible for grant funds. The applicant is only eligible for a deferred loan and must meet all loan required criteria as stated in section II.

All funding allocations that exceed the grant or loan amount must be approved by the City Manager or his/her designee and/or his designees and any loan in excess of $30,000 must additionally be approved by the City Manager on a case-by-case basis.

G. APPLICATION PROCESS AND PROCEDURES TIMELINE

A typical rehabilitation loan project will follow this process: Review Application
-Verify applicant eligibility. Review supporting income documentation to determine household income.
-Verify property eligibility. Review Grant Deed/Mobile Home Registration and utility bills.

Approve Application
-Start Project File using File Checklists
-Schedule initial property inspection via phone
-Send Initial Property Inspection letter
- -Run property I.D. report (GIS & property profile)
-RSC Review and Approval

Deny Application
Issue Termination Letter with explanation of why the application was not accepted. Place copy of application in termination file; return original application to applicant.

Initial Property Inspection
-Complete inspection checklist
-Print and file inspection photographs
-Draft Work Description and Bid Proposal Form
-Prepare internal cost estimate

Environmental Review
-Complete Federal Rehabilitation Environmental Review form
-Complete lead-based paint determination
-Order Lead-Based Paint report (as applicable)
-Submit Historic Review Request to State Historic Preservation Officer ("SHPO") (properties over 50 years old with the exception of mobile homes, which are not considered historic regardless of age).

Loan Approved
-Send RSC Approval Notification and Request for Approval of Work Description Letter

Initiate Owner Procurement Process
-Upon receipt of signed Work Description, transmit bid packages including hints for securing bids, four (4) work descriptions with instructions to bidders and the City's list of interested contractors.

Bid Evaluation
-Owner submittal of three (3) or more responsive bids to City
-City evaluation of submitted bids and internal cost estimate
-City evaluation of lowest responsive and responsible bid contractor eligibility (CSLB, EPLS, City Business License, Worker's Compensation, additionally insured General Liability Insurance and W-9 form)
-Schedule pre-construction meeting 1 week following loan document execution.

Loan Document Execution
-At City office, Owner executes:
- -Promissory Note
- -Deed of Trust [Notary]
- -Truth In Lending
- -Itemization of Amount Financed
- -Notice of Right to Cancel
- - Improvement Agreement

-Principal Administrative Analyst Executes:
- -Request for Notice [Notary]
- -Improvement Agreement

-Prepare construction contract
-Submit Deed of Trust and Rider Request for Notice to Title company for recordation following the three (3)-business day cancellation period.

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Pre-Construction Conference & Construction Contract Signing
-At project site, review the Work Description and Bid Proposal Form
-Review contract documents, payment provisions, time of performance, and the General Conditions
-Execute contract documents (providing copies to Owner and contractor)
-Complete pre-construction conference Sign-In Sheet and Minutes

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Notice to Proceed
-Following the three (3) business day cancellation period, issue the Notice to Proceed.

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Monitoring Construction: Progress Payments & Contract Change Orders
-Upon contractor submittal of partial invoice for 100% completed contract line items to the City, City reviews invoice and supporting documentation and prepares the payment request package, including:
- -Progress Inspection Report
- -Payment Release Authorization Form
- -Contractor Invoice – Contract & Owner to sign; Inspector to sign
- -Conditional Lien Release
- -Signed-off City/State Permits for invoiced line items requiring permits

-City conducts progress inspection with Owner and obtains required approval
-City processes payment request
-City receives, reviews, and processes contract Change Orders as necessary

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Final Payment & Notice of Completion

-Upon contractor submittal of final invoice for 100% completed contract line items (not previously paid) to the City, City reviews invoice and supporting documentation and prepares the payment request package, including:
  - -Final Inspection Report
  - -Payment Release Authorization Form
  - -Contractor Invoice
  - -Conditional Lien Release
  - -Signed-off City/State Permits for invoiced line items requiring permits
  - -Notice of Completion form

-City conducts final inspection with Owner and obtains required approval signatures, including the execution of a Notice of Completion. City confirms that Owner has not received any 20-day Preliminary Notices of Lien.

-City takes pictures of final work product to match up with initial inspection photographs

-City processes final payment request

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Retention Release

-Thirty-five (35) calendar days following the recordation of the Notice of Completion, the City obtains the following documents from the Owner: Retention Payment Release, Authorization, Program Survey, Acknowledgement of Receipt of Final Project Statement

IV. ELIGIBILITY CRITERIA – SINGLE-FAMILY and MOBILE HOME

A. SINGLE-FAMILY APPLICANT

1. Eligible Applicants

   Eligible applicants are owners of single-family detached residential properties or mobile homes located within the Carson corporate city limits. Eligible applicant properties must be owner-occupied dwelling units. All title holders must sign all program related documentation to be considered eligible applicants.

Single Family Homeowner Rehabilitation Procedures needed for Non-residing co-owner situations:

- Non residing co-owners provide:
  - Either a current deed or lease in their name to a property different than the assisted property.
  - Current utility bill in their name at the property listed on the deed or lease in the 1st bullet point.
  - Notarized letter from all owners indicating that the non-residing owner(s) are not living at the assisted property.
- The review of household income for the assisted property must include any income that is regularly being sent to the residing owner(s) by the non-residing owner(s). If no income is being received by the residing owner(s), the minimum documentation showing this must be a notarized signed statement from the non-residing owner(s) indicating that they do not provide regularly scheduled funds to the residing owner.
- Procedures describing what happens to the household's compliance with the City's program if the residing income qualified owner(s) pass away unexpectedly, during the City's one-year owner-occupancy requirement.
- Procedures indicating that all owners give consent to carry out the rehabilitation of the property.

Program loans may only be made to owner-occupants with acceptable credit history and clear title to an eligible property in need of rehabilitation. As a prerequisite to eligibility, an applicant must be willing to correct all current code violations (per Building and Safety regulations).

City Council Members, and any employee, official or agent of the City who exercises any policy or program decision-making function in connection with the NPP are ineligible for assistance under the Program. This policy extends for a period of one year beyond an individual's disassociation with the City of Carson in such capacity.

2. Eligible Household Income

In accordance with CDBG requirements (24 CFR 91.5), owner-occupant household income may not exceed 80% of the Los Angeles County Area Median Income adjusted for household size (Moderate Income) as promulgated by HUD (See Attachment "A"), which is based on updated income guidelines which are provided by HUD annually.

The determination of annual household income shall be made by NPP staff in accordance with the requirements of the CDBG program utilizing HUD guidelines Chapter 5 of determining income and calculations.

a. Applicant's current source of income is pension benefits, social security and/or Social Security Insurance (SSI) payments and/or related payment benefits resulting from retirement due to age.
b. Applicant's current source of income is disability, social security, SSI, worker's compensation,
and/or other benefits resulting from permanent and/or temporary disability of no less than 12 months in duration.

c. Applicant's current source of income is social security, SSI, AFDC, child support and/or a combination of the subsection above.

Applicant's income may include, but is not limited to:

a. The applicant's gross earnings.

b. Spouse's gross earning, and earnings of all other members of the family who share the household, if the employment of the spouse or other family member is a definite characteristic of family life.

c. Other income regularly received by the applicant or their family from any source including payments from social security, annuities, insurance policies, retirement funds, pension, disability benefits, unemployment and disability compensation, and worker's compensation.

d. Income from assets including savings, stocks, bonds, vacant land, etc.

e. Income from real estate including rental units on the property to be rehabilitated based on:

i. Gross rental income, less (b).
ii. On the basis of an average of experience for two or more years, expenditures for mortgage principal and interest, mortgage insurance premium, service charges, hazard insurance, real estate taxes, special assessments, maintenance, and repairs,

heating and utilities, ground rent, and other cash expenditures for the property such as advertising vacancies shall be calculated and deducted to obtain net income amount. If the applicant has not owned the property for two years, the City shall estimate the income and expenditures on the available experience.

f. Business Income

i. Applicant must submit current two years Federal Income tax returns.
ii. Must submit a financial statement for the past six months.

3. Eligible Improvements

Program loans and grants may be expended for:

- structural repairs
- roofs
- insulation
- rodent and pest extermination
- cabinets
- counters
- plumbing repairs
- electrical repairs
- installation or repair of heating and air conditioning systems
- windows/window frames
- door/door frames
- flooring
- fencing
- hardscape
- asbestos abatement and lead base paint removal
- painting (interior and exterior)
- energy efficiency improvements
- Americans with Disabilities Act (ADA) improvements

Site work involving the foundation, drainage improvements or any health and safety concerns or code violations may also be eligible. Current building and code violations and health and safety related repairs shall take precedence over all other repairs, including general property improvements. Construction of room additions or the initial construction or repair of luxury items and recreational areas (i.e., bar-b-ques, saunas, hot tubs, patio covers, etc.) are not eligible for NPP funding.

In the event that illegal construction is determined to be present on the applicant's property, NPP funds may only be used for the removal of the illegal condition, as determined by the Program Inspector or Building and Safety Inspector.

Construction materials used for this Program shall conform to the specifications designed by State Building Code Regulations. If the Participant desires to upgrade the approved work-scope items beyond designated standard grade materials, the Participant may be allowed to fund the difference between the standard and upgraded materials, subject to RSC review and approval. If approved by the RSC, an analysis will be performed by NPP staff to determine the reasonableness of the change, and the Participant must provide personal funds to the City for the upgrades, at the time of the signing loan or grant documentation. The amounts for any

upgraded items shall be clearly designated on the contractor agreement and indicate that the Participant is funding this portion of the construction activity.

Following rehabilitation, all dwellings must meet, at minimum, local code requirements to the greatest extent feasible and practicable given program assistance limits. The City of Carson has adopted the State of California codes, which shall be used as the minimum standard for all work performed under the NPP.

4. Eligible Costs

In addition to construction costs, Program loan and grant proceeds may also be used for any Program fees, such as, but not limited to the title report, credit report costs, document recordation costs, escrow costs, hazardous materials testing costs, hazardous materials removal or abatement, and other project-related soft costs that are necessary to implement the project.

5. Relocation

Relocation is not contemplated as a part of this rehabilitation activity. However, if relocation is required, such relocation shall be performed in compliance with the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 and Section 104(d) and may be paid for using program funds.

6. Loan Conditions, Rates and Terms

The maximum loan amount obtainable under the NPP is $25,000, which shall be used to address all applicable work scope items, inclusive of lead-based paint and asbestos remediation or removal. The loan amount can only be increased over the $25,000, if the initial property inspection reflects the property has required health and safety repairs. This must be approved by the Director of Community Development and cannot exceed max loan amount up to $50,000, and additionally must be approved by the City Manager. The minimum NPP loan amount is $5,000.

The NPP loan is deferred, and will accrue interest of 3% per year, and does not require monthly payments. The NPP loan is immediately payable inclusive of the unpaid principal balance, and any other amounts due under the Note upon the earlier of:

a. The sale, conveyance, transfer, hypothecation of the security, or any part thereof, or any interest therein, or divestment of title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the prior written consent of the City being first had and obtained; or

b. Failure to adhere to the provisions of the General Conditions and Loan Agreement,; or

c. Failure to perform any obligation under the Deed of Trust securing the Note, or any other Deed of Trust encumbering the security.

Participant may pre-pay the loan at any time without penalty.

The loan is not assumable except under the limited circumstances listed below. The following allowable assumptions shall not be construed as a transfer under the provisions of this Policy:

a. The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;

b. A transfer of the Property where the spouse becomes an owner of the property;

c. A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property;

d. A transfer to an intervivos trust in which the Borrower(s) is/are and remains/remain the beneficiary and occupant of the property.

7. Loan Subordination

If an existing loan is being refinanced and loan subordination is requested, then the refinance cannot increase the amount of the then outstanding debt against the property except to cover the usual and customary fees related to the refinance. All subordination requests are subject to the Assistant City Manager approval.

8. Loan Repayments

All loan payments received under the NPP shall be entered into CDBG Revolving Loan Fund for the funding of future eligible NPP activities.

V. REHABILITATION STANDARDS

A. BASIC REHABILITATION STANDARDS

The NPP uses the building, health and safety codes adopted by the City of Carson. All rehabilitation work shall meet the City of Carson's adopted building, plumbing, electrical, and health and safety codes unless another standard's appropriateness prevails as determined by NPP Staff in consultation with the City's Building & Safety and Planning Departments.

1. Life Threatening or Safety Repairs

This standard is used to define the most urgent health and safety repairs such as unsafe plumbing or electrical wiring. All immediate life-threatening hazards, all health and safety hazards, and, to the extent feasible, all building code violations shall be corrected. Such hazards include, but are not limited to:

- Sagging structural parts of a house (e.g., porch, roof, floors, stairways), which are likely to collapse in the immediate future if not supported;
- Electrical conditions which are likely to result in a fire or threaten human life in the immediate future, including overloaded circuits, hazardous fixtures, switches, outlets or wiring;
- Plumbing repairs, which involve exposed sewage, leaking supply or waste lines, and inoperable water heaters;
- Mechanical system failures such as the leakage of gas or fumes from appliances that can lead to fire and cause serious injury; and
- Other conditions which pose life-threatening danger to the occupants of the dwelling.

2. Health and Safety Hazards

Health and safety hazards are deteriorated or inadequate features of the structure. Such inadequacies include, but are not limited to:

- Defects in electrical and plumbing fixtures;
- Unsafe entrance and exit facilities;
- Lack of smoke alarms, carbon monoxide alarms or similar devices;
- Deteriorating or inadequate structural conditions, including crumbling foundations, dry rot, and termite damage; and
- Other code deficiencies.

All rehabilitation shall meet the California Title 24 energy efficiency requirements.

B. STANDARDS FOR REHABILITATION OF HISTORIC PROPERTIES

Special requirements must be met under the National Environment Policy Act and the National Historic Preservation Act of 1966 (and as amended) for historic structures under funding consideration under the NPP. When a unit is more than 50 years old, potential NPP projects will be submitted for review to the State of California, Office of Historic Preservation. In accordance with State Historic Preservation Office ("SHPO") guidance to the City of Carson, all mobile homes and any building less than 50 years in age will not be submitted for review. Under direction from SHPO, historic properties shall be rehabilitated in accordance with the most appropriate standards based on the age and architecture of the structure. The basic principle is to preserve the character of the exterior spaces and surfaces. This generally entails the submission of the Work Description to SHPO for review and comment.

C. EXAMPLES OF IN-ELIGIBLE REHABILITATION COSTS

Costs associated with the rehabilitation of existing structures are generally eligible under this program. The initial construction of room additions or installation or repair of luxury or recreational items (i.e. patios, bar-b-ques, pools, etc) and the purchase, installation or repair of personal property (furnishings) are not eligible for assistance. All rehabilitation items and costs are subject to the review and approval of the RSC. Some examples of eligible rehabilitation costs include:

- Building and other permit fees;
- Repair related architectural, design, and engineering services;
- Appraisal fees (as necessary);
- Policy of Insurance of Record Title, or Preliminary Title Report and Title Insurance (as necessary);
- Recording and filing fees;
- Credit reports (on a case-by-case basis);
- Termite inspection reports and eradication;
- Lead-Based Paint surveys and clearance reports;
- Asbestos Testing and Clearance;
- Geologic reports;
- Construction contract(s) for the implementation of rehabilitation work as specified in the approved Work Description and Bid Proposal Form, as approved by the NPP RSC, which may include items such as:
    - Correction of code violations;

- Correction of incipient violations of the uniform building code;
- Cost effective energy conservation measures, including solar heating, cooling and water systems;
- Removal of lead-based paint hazards;
- Removal of asbestos hazards;
- Removal of barriers to the handicapped;
- Removal of rodents and roaches (pest control)
- Removal of termites;
- Repair/Replacement of roofing;
- Repair/Replacement of heating systems and air conditions systems (subject to RSC review and approval);
- Repair/Replacement of plumbing;
- Repair/Replacement of screens;
- Installation of new smoke and carbon monoxide alarms;
- Repair/Replacement of water heaters;
- Repair/Replacement of electrical work;
- Repair/Replacement of windows;
- Repair/replacement of stucco;
- Installation new dead bolt locks;
- Repair of kitchen or bath cabinets;
- Repair of fencing;
- Installation of new insulation;
- Any items determined eligible by the RSC; and
- The elimination of specific conditions detrimental to public health and safety, which have been identified by Program Staff.

D. PROPERTY STANDARDS

1. Minimum Standards

All housing must be improved to an acceptable level of appearance and desirability. The following general standards have been adopted and must be adhered to prior to or as part of the rehabilitation. As necessary, NPP Staff will coordinate with City Building and Safety and Code Enforcement to implement the following standards:

a. Repair or replacement of inadequate or broken structural, plumbing, electrical, roofing, heating and cooling systems.

b. Repair or replacement of broken or energy inefficient windows and screens.

c. Removal of all debris, abandoned vehicles and vehicle parts, unusable lumber, and other construction equipment, unserviceable water heaters, refrigerators, appliances, etc.

d. Removal or trimming of obstructing or hazardous trees and shrubbery.

e. Removal of dilapidated fences and accessory structures.

f. Repair or replacement of deteriorated steps, walks, and driveways.

g. Correction of improper grading which causes standing water or drainage toward a dwelling unit.

2. Incipient Deficiencies

In order to bring the dwelling up to local standards, incipient deficiencies should be identified and corrected. An incipient deficiency exists if, at the time of inspection, it appears that the physical condition of an element in the structure may fail or deteriorate into an actual deficiency in the near future (within 1-2 years). Examples of incipient deficiencies include but are not limited to the following:

a. A roof has one or more small leaks that can be patched at a low cost, but the roof will probably continue to develop leaks. The entire roof should be replaced.

b. A heat exchanger in a furnace may be expected to soon become inoperative or hazardous because of its age, condition, or use. A new heater should be installed.

c.

E. CONTRACTOR LIST AND QUALIFICATIONS

To facilitate competitive bidding, Staff shall maintain an active list of licensed contractors who are interested in participating in the NPP. This list shall be of limitless and sufficient number to achieve program goals. Outreach efforts shall include, but not be limited to, sending out an introductory letter to Carson general contractors with business licenses; general contractors listed in the phone book specializing in rehabilitation work (including historical rehabilitation); and contacting other municipalities in the area to obtain contractors lists. The list should include firms or persons who have a good performance record and should include information on minority- and women-owned business status in accordance with the CDBG regulations. Interested contractors shall apply for inclusion on the Carson Contractor List, by completing the Contractor Application process.

This list will be made available to NPP participants upon request. Prior to any contract award, NPP Staff must verify that contractors are properly licensed through the California Contractors State License Board (CSLB) and that the contractor's company and its personnel are not listed on the Federal Excluded Parties Listing Service (EPLS). Contractor must attend any required meetings. Contractors must maintain and furnish proof of General Liability Insurance ($1,000,000 aggregate minimum) with the City of Carson as an added insured in conformance with the City of Carson Risk Manager's language requirements, and appropriate Worker's Compensation Insurance. Contractors are required to provide a DUNs number. Contractors must maintain a current City of Carson Business License.

The City of Carson reserves the right to exclude contractors with poor performance records from the list and to deny such contractors from participation in the NPP. The provision of a contractor list to owners is in no way an endorsement of a particular contractor's ability to perform quality work. Owners may feel free to choose another contract not on the NPP Contractors' List. This contractor must be subject to qualifications, as those on the list were subject to.

VI. PRE-CONSTRUCTION PHASE

A. LOAN UNDERWRITING

Prior to drafting the Work Description and Bid Proposal Form, the City Manager or his/her designee must determine whether or not the applicant qualifies for deferred loan assistance. The following steps shall be taken prior to determining the scope of work:

A. STAFF WILL USE THE PIRT REPORT TO DETERMINE THE PROPERTY TITLE AND THE CURRENT AMOUNT OF SECURED DEBT (IF ANY) AGAINST THE PROPERTY.

B. STAFF WILL DETERMINE THE MAXIMUM RECOMMENDED LOAN AMOUNT WITHIN THE $30,000 PROGRAM LIMIT TO RECOMMEND TO THE CITY MANAGER OR HIS/HER DESIGNEE ANY AMOUNTS OVER $30,000 MUST BE ADDITIONALLY APPROVED BY THE CITY MANAGER.

B. WORK DESCRIPTION AND BID PROPOSAL FORM

After the Homeowner's eligibility is established, the feasibility of rehabilitating the property must be established. The Work Description and Bid Proposal Form is a detailed list of specific activities to be undertaken in the course of the rehabilitation project.

1. Initial Inspection by Program Inspector

   Program Inspector shall make an appointment to visit and inspect the subject property, and shall:

   - Review the applicant's requested repairs in person while photographing and inspecting all accessible areas of the property (interior and exterior);
   - Review all items of concern identified in the inspection as a "preview" of the forthcoming Work Description and Bid Proposal Form. Provide the owner with an opportunity to provide any additional pertinent information;
   - Take pictures and note repair locations; and
   - Develop the Work Description and Bid Proposal Form within 10 calendar days of the inspection and obtain RSC approval.

2. Environmental Process

   NPP Staff shall be responsible for completion of all required National Environmental Policy Act (NEPA) requirements prior to the commitment of CDBG funds, inclusive of the Statutory Worksheet, Appendix A, Notice of Intent, Request for Release of Funds, and Rehabilitation Environmental Review Form (all - as required).

3. Rehabilitation Feasibility

   The inspector shall make a determination on the feasibility of rehabilitating the property with the following factors taken into account:

   - Location of structure
   - Rehabilitation costs
   - Type of improvements

- Type of structure
- Condition of structure
- Homeowner's needs

In situations where a property's condition is not suitable for occupancy, NPP Staff may consult with the City's Building & Safety Department to determine whether or not the maximum amount of assistance would be sufficient to make the property habitable.

4. Work Description Objectives

The Work Description is the central management document for each project. All fundamental program goals are embodied in the Work Description. Among its specific objectives are:

- The prioritization of code deficiencies (especially life threatening and health and safety deficiencies) over general property improvement.
- Documentation of the allowability of all proposed improvements.
- To ensure mutual understanding regarding work to be performed between all parties involved in the project.
- To serve as a basis for obtaining reliable and comparable bids from contractors.
- To serve NPP Staff as a tool and basis for estimating itemized costs of individual proposed work items.
- To serve as a basis for the contract between homeowner and contractor, and to relate that contract to the program's goals.
- To serve as a checklist in reviewing work performed.
- To honor claims for materials and performance.
- To serve as a dispute resolution instrument.

5. Developing the Work Description

Program Inspector shall develop the Work Description. The steps of the process are:

6. Inspecting the Property

Program Inspector must physically walk throughout the property and the dwelling, identifying every substandard feature and noting all improvements necessary to bring the dwelling up to Code.

Note: Program Inspector may consult the Building and Safety Department and Planning Department on any issues that require interpretation of the Building Code or Municipal Code and related issues as necessary.

7. Obtaining Homeowner Input

Consultation with the homeowner should focus on three items:

- Informing the homeowner of deficiencies identified;

- Obtaining homeowner preferences regarding options for correcting these deficiencies; and
- Obtaining a list of general property improvements desired by the homeowner.

The Work Description may not contain details which have no significant effect on cost, such as color, style or pattern. The work descriptions may indicate that these items are to be selected by the property owner from contractor-provided samples.

8. Work Priority/Phasing

Staff shall organize the list of work activities in a descending order of priority; with code deficiencies first.

9. Drafting the Specifications

Drafting the specifications involves re-writing the notes taken at the on-site inspection into specific instructions covering: a) the quality of materials to be used, b) the procedures to be followed, c) specification of the exact areas where repairs are to be performed. The specifications must be precise and characterized in technical construction terminology.

10. Completing the Work Description

The process of completing the Work Description involves transferring the detailed, priority specifications to the Work Description form. Each specification should be separated clearly from the others, so that contractors can make itemized bids legibly.

11. Review by the Homeowner

The homeowner should review the contents of the Work Description and sign the form indicating that they have reviewed and agree with the list.

C. DETERMINING COST REASONABLENESS

Staff must always prepare their own cost estimate for the work. The internal cost estimate shall be printed on a copy of the approved Work Description and Bid Proposal Form and/or the Bid Evaluation Form and placed in the project file. These cost estimates shall be derived from market cost data available to Staff based on competitive bid prices supplied for projects within the last 12 months. The internal cost estimate shall not be provided to contractors. A reasonable bid will be within 10 to 15 percent of the City's internal cost estimate. If the difference exceeds 15 percent, further negotiation with the lowest responsible, responsive bidder should be attempted to ensure cost reasonableness.

Upon receipt of the owner's three lowest responsive, responsible bids on the City's Work Description and Bid Proposal Form, Staff will prepare the Bid Evaluation form to compare line item prices and to accurately determine the lowest responsive bid.

D. GRANT AND REVIEW COMMITTEE (RSC)

The RSC voting members shall consist of the NPP Staff, Managers and Directors as required. Prior to convening an RSC meeting, Staff will prepare the RSC Report describing the proposed work to be completed along with the applicant's eligibility criteria. Staff will review the complete

application package with the RSC members, who will approve or disapprove the grant and loan in accordance with the NPP Policy and the grant and loan underwriter's recommendations.

E. OWNER PROCUREMENT

Following the RSC approval of the Work Description, the NPP Staff prepares and sends bid packages for the owner's procurement. The bid package includes the following:

- Instructions to Bidders;
- NPP Interested Contractor List;
- Work Description and Bid Proposal Form;
- Owner-provided Structural Pest (Termite) Report (as applicable);
- Lead-Based Paint Survey (as applicable); and
- Other work related documents (engineering report, etc. - as applicable).

Generally, owners are required to submit bids from B-licensed General Contractors unless the Work Description only contains a single-trade item such as roofing only, electrical only, or plumbing only. In such instances where only a single trade contractor is to be used, a specialty contractor (C-licensed) appropriately licensed for the trade to be performed can be utilized.

F. IMPROVEMENT AGREEMENT

The Improvement Agreement is an agreement between the City and the owner that links the loan and grant documents to the construction contract agreement. It is a contract between the City of Carson and the applicant setting forth the terms and conditions of the loan or grant of NPP funds, specifically:

a. Source of funding.
b. Applicable funding source requirements.
c. Conditions of program eligibility.
d. Amount borrowed or granted.
e. Applicable loan or grant terms.
f. Amounts for lender services.
g. Property against which loan is secured.
h. Basic use of the NPP funds.

At all times throughout the application and pre-construction phases, it is critical that NPP Staff emphasize to owners both verbally and in any written correspondences that absolutely no program funds have been committed or approved by the NPP until both the NPP Management and owner signs the Improvement Agreement. Only after this occurs can funds be encumbered.

G. LOAN DOCUMENTS

A complete set of Loan Documents should include the:

a. Promissory Note;

b. Deed of Trust for real property and Rider, or the Statement of Lien for mobile homes;

c. “Notice of 3-Day Right to Cancel” form;

d. Financing Disclosure Statement (Fair Lending Notice);

The Loan Agreement shall be a legal contract that precisely and formally delineates the reciprocal obligations of both the borrower (the homeowner) and the lender (the City). NPP Staff will meet with the homeowner to obtain the homeowner's signature on the Loan Documents and have the Deed of Trust and Request for Notice notarized.

H. RECORDATION OF THE DEED OF TRUST

Loan closing is a routine process whereby NPP Staff provides the loan documents to the borrower for review and signature in the presence of a Notary Public. At the borrower’s request, the loan documents may be prepared and forwarded by mail in advance of the loan-signing meeting for their review or for review by their counsel at their own cost.

NPP Staff must observe the mandatory three business day waiting period prior to sending the original Deed of Trust (real property) to the title company for recordation with the Los Angeles County Recorder.

I. PRE-CONSTRUCTION MEETING

The objectives of the pre-construction meeting are to: (i) inform all parties of their roles and responsibilities throughout the construction phase; (ii) inform the owner and contractor about their rights under the contract agreement; (iii) review the scope of work and address any concerns prior to the execution of the contract; (iv) answer owner questions regarding construction methodology; (v) facilitate the selection of finish materials, colors, etc.; (vi) prevent unauthorized change orders; and (vii) inform the contractors about the payment process.

a. <u>This is accomplished by meeting with the owner and contractor and discussing the following items:</u>

- Review Work Description and Bid Proposal Form, making sure both the homeowner and contractor understand that only items in the Work Description and Bid Proposal Form will be accepted and paid for under the NPP loan or grant, unless there is a City-approved "change order."
- Review the performance and payment schedule.
- Review payment procedures - emphasize NPP Staff and homeowner approvals, and the time factors for issuing payment checks.
- Review change-order procedures - emphasize that no extra work may be performed without a NPP Staff-approved change order.
- Provide and discuss lien release forms.
- Emphasize contractor responsibility for permits and inspections. The contractor and homeowner must be informed that progress payment reviews by NPP Staff are not building inspections, and that the scheduling and performance of such inspections is the responsibility of the contractor.
- Confer with the contractor and homeowner to establish a mutually agreeable construction "start date" and "completion date".

- Explain that the owner, contractor, and City must jointly sign a "Notice to Proceed." The Notice specifies the agreed upon "start date" and gives an agreed upon number of calendar days thereafter for completion of the job. Explain to the homeowner and contractor that work performed prior to the "start date" is not reimbursable under the NPP.
- Execute the Construction Contract.
- Inform contractor that rehabilitation of the dwelling shall be completed within either 30 or 45 days, depending on the agreed upon time period with the owner.

J. CONSTRUCTION CONTRACT

During the Pre-Construction Conference, the City shall present a construction contract to the homeowner and the selected contractor. The construction contract shall contain the following items:

- The Contract Agreement;
- The Work Description and Bid Proposal Form;
- General Conditions;
- Three-day Notice of Right to Cancel;
- Schedule of Progress Payments; and
- Mechanic's Lien Warning.

K. RECORDS

Staff must place the original of all documents, fully signed, in the project file. Appropriate copies shall be provided to the owner and contractor.

VII. CONSTRUCTION MANAGEMENT

A. ISSUANCE OF THE NOTICE TO PROCEED

The contractor may not begin work until the contract with the homeowner has been signed and the City has issued a "Notice to Proceed." The contractor shall obtain building permits before commencing any work. Rehabilitation work is to commence within ten (10) calendar days of the issuance of the "Notice to Proceed".

B. FINANCIAL MANAGEMENT

Financial Management is the activity of planning, organizing and controlling the flow of NPP funds. The objectives of the financial management process are to:

- Maintain accurate records;
- Accurately monitor the rate of expenditure in relation to NPP requirements;
- Facilitate prompt payment to contractors; and
- Avoid over-payments, double payments, etc.

C. PROGRESS REVIEWS AND RELEASE OF FUNDS

The Progress Review/Payment Authorization process is the means by which loan and grant funds are authorized for contractor payment. The primary objectives of the Progress Review/Payment Authorization process are to:

a. Release funds only for work performed in accordance with the Work Description or an approved change order;

b. Obtain required lien release documentation; and

c. Document all releases of funds for audit purposes.

D. PERFORMANCE SCHEDULE

Included in each Construction Contract is a performance and progress payment schedule. Typically, a performance and progress payment schedule will provide for one to three phases in the construction process. In each phase, certain work will be performed, invoiced and paid.

NPP Staff will periodically (generally every 7 to 10 days, or more as necessary) review progress on all projects under construction for compliance with the established performance and payment schedules. In the event of delays, the following steps should be taken by NPP Staff:

- Telephone contacts with homeowner and contractor – documented in file.
- Site visits.
- Written notification to contractor and owner.

These and other action steps will be pursued in a systematic and consistent manner by NPP Staff and documented in detail, either through copies or on the file correspondence sheet.

When the work in a given phase is complete, and all required NPP and City inspections have been performed, and approved by homeowner, NPP Staff can process a Payment Authorization.

E. DISBURSEMENT OF FUNDS

The NPP Staff shall disburse funds in accordance with the following procedures:

a. Upon receipt of a contractor’s invoice, NPP Staff and the homeowner shall inspect the property to ensure that the invoiced work items are 100% complete in accordance with the Work Description. The homeowner shall sign the Progress Inspection Report and Payment Authorization forms. If the work is not satisfactorily completed, the homeowner and/or Staff shall notify the contractor in writing so that corrective actions are made.

b. Progress payments shall equal 90% of the cost of such work items completed, as determined by the bid breakdown. Retention equal to 10% of each progress payment shall be withheld until the project has been completed, and the 35-day period following the date of recordation of the Notice of Completion has elapsed. The recordation of the Notice of Completion within 10 days of the project’s completion initiates a 35-day period of time where liens may not be recorded against the property; thus, allowing sufficient time for contractors, subcontractors, and suppliers to receive payment following the NPP 90% disbursement(s). Progress payments due the contractor shall be paid after NPP Staff approval of receipt and verification of contractor's invoice(s) and satisfactory Release of Liens, or claims for Liens, by contractor, subcontractors, laborers and material suppliers for work completed and materials installed.

c. After the homeowner and NPP Staff have verified that payment should be made, NPP Staff shall transmit a request for disbursement to the Business Development Manager for review and approval. Upon the NPP Management's approval, the request for disbursement may be processed for payment.

F. CHANGE ORDERS

Change Orders, delays, and disputes are all issues that can arise in construction. All three can interfere with program goals, unless they are minimized and handled expeditiously.

A Change Order is a written modification to the Work Description. In order to be valid, the homeowner, contractor and the City must approve a Change Order. Work other than that described in the Work Description and approved Change Order, including work performed before the Change Order is fully approved will not be paid with NPP funds. It is NPP Staff's responsibility, through the progress review process to strictly and consistently enforce this rule. Change Orders relating to unforeseen difficulties encountered during the course of construction may receive verbal approval from NPP Staff so as not to interrupt or stem the flow of work. All change order approvals are to be followed immediately with appropriate paperwork and must be approved by the City Manager or his/her designee. The Change Order Process is as follows:

a. The homeowner or contractor initiates change order requests. In cases where the homeowner contacts NPP Staff for a Change Order, NPP Staff should remind the homeowner and the contractor that no change in the Work Description is approved until all parties have signed the Change Order and that any work performed prior to approval of the Change Order will be paid for with NPP funds if it does not exceed the grant or loan amount. All change orders must not exceed 20% of the original grant or loan amount.

b. Staff shall promptly visit the home and determine the following:

   1) Is all work performed by the contractor at the site authorized by the contract agreement?

   2) Is the change appropriate based on an assessment of on-site conditions?

   3) Does the proposed change conform to the NPP Policy and Implementation Procedures?

   4) Is sufficient funding available to cover the additional costs (if applicable) associated with the proposed change order?

   The Change Order request is subject to the RSC review and approval or denial, NPP Staff shall promptly inform the owner and contractor in writing of the decision and document the decision and the reasons for the denial in the project file.

c. If the Change Order is approved, NPP Staff should prepare the Change Order for signature first by the homeowner and contractor and then by the Director of Community Development. The original signed Change Order should be placed in the project file, and copies should be transmitted to the homeowner and contractor. At this point, the work described in the Change Order may commence.

   Homeowners must sign invoices for work completed.

G. DELAYS

A delay is a failure to meet the timetable provided in the section of the agreement entitled "Performance and Payment Schedule". NPP Staff shall monitor projects for delays and, when necessary, devise corrective action for delinquencies.

H. DISPUTES

A dispute is a disagreement between the homeowner and the contractor, typically concerning satisfactory work completion, timeliness, or payment amounts, which can interfere with the progress of the project.

No concurrent NPP or other contractors at site

a. The first responsibility of NPP Staff in relation to any dispute is to avoid involvement. NPP Staff should remind the homeowner and the contractor that the NPP and City are not a party to the construction contract. The homeowner and contractor should therefore endeavor to resolve their dispute without outside involvement. It is helpful to refer the two parties back to the General Conditions of the contractor agreement, which sets forth a formal process for dispute resolution via correspondence.

b. Some disputes require mediation for resolution. To mediate the dispute, NPP Staff should complete the following:

   1) Schedule a meeting with the contractor and the homeowner at the City.
   2) At the meeting, NPP Staff should remind the parties of the program goals.
   3) The contractor and owner should explain the problem from their respective points of view.

   Talking through the problem from each point of view can sometimes assist the parties in identifying ways to address the problem to each person's satisfaction. In the event mediation fails to resolve the dispute, NPP Staff should again remind the two parties that the NPP and City are not a party to the agreement. However, NPP Staff may be able to make certain recommendations to the contractor and the homeowner in order to facilitate the completion of the rehabilitation work to the satisfaction of the owner. In the event that either party suggests or threatens litigation or is unwilling to fulfill their contractual obligations, NPP Staff shall advise the parties to exercise their rights as established within the General Conditions to the construction contract. When appropriate, NPP Staff may need to consult the City Attorney for advice on how and when to release contract funds depending on how each of the parties exercises their rights to terminate the contract agreement.

VIII. COMPLETION AND FINAL PAYMENT

The project completion and final payment process is intended to:

- Document completion of the work.
- Protect the homeowner from liens and title clouds.
- Assure prompt payment to the contractor.

When the contractor completes all work on the project, the contractor must submit an itemized invoice for all previously unpaid line items contained within the construction contract. NPP Staff will inspect

all completed work together with the homeowner. The NPP Staff Inspector will note any incomplete or unacceptable items on a punch-list form and give a signed copy to both the owner and the contractor for correction.

The contractor is responsible for:

- Obtaining building permits and inspections from the Building & Safety Department;
- Obtaining and providing lien releases for work they performed, and from sub-contractors and material suppliers;
- Submission of contractor invoices on firm letterhead to NPP Staff; and
- Providing the owner with a written one-year warranty certificate covering the materials and workmanship of all contracted items, and for all manufacturer's instructions, documentation and warranties for all installed fixtures. Copy signed by owner & contractor to file.

The homeowner is responsible for:

- Monitoring the contractor's work throughout the project;
- Co-approval of payment requests from the contractor; and
- Understanding grant and loan obligations.

NPP Staff is responsible for:

- Maintaining all project related documentation in the project files;
- Conducting progress payment inspections to ensure that the quality of the work is acceptable;
- Ensuring that the project file documents all work requiring permits with a copy of the City or State (State permits for mobile homes only) permit signed off by the City or State Building Inspector;
- Maintaining the project accounting in the project file;
- Placing Lien Releases and Final Request for Payment in the project file;
- Answering questions from owners and contractors regarding the NPP Guidelines, Implementation Procedures and other associated program documents;
- Preparing Management Reports; and
- Preparing a Customer Survey for the homeowner upon the conclusion of the project. Signed copy to file.

35 days after construction completion and recordation of the Notice of Completion for the project, NPP Staff will follow-up with the homeowner and, if appropriate, make the final payment to the contractor of the 10% retention.

NPP Staff shall check with the homeowner for any construction deficiencies the owner feels should be corrected under the contract. If appropriate, NPP Staff should direct the contractor to make necessary corrections, which must be signed off by the homeowner. Staff should then release the 10% retention to the contractor.

IX. POST CONSTRUCTION

The post construction phase concentrates on maintaining accurate records, safeguarding records, and servicing existing loans.

A. REQUIRED RECORDKEEPING AND FILES

Files shall be maintained to document the significant history of NPP activities for all projects. NPP Staff shall maintain these files for a period not less than five years following the repayment of loan funds or the completion of a grant-only project. Project files shall include, at a minimum:

- Section 1: Application Requirements – including the application, financial documentation, income determination, property documentation and demographic summary.
- Section 2: Correspondence – including official correspondence, Environmental Review/SHPO Documentation and Environmental Remediation Documentation (where applicable).
- Section 3: Inspection Report & Work Description – including pre-construction documents, contractor eligibility documents, contract award documents and post construction documents.
- Section 4: Project Accounting – including project funding summary, non-construction costs, change orders, construction disbursement costs and construction disbursement processing checklist, purchase order request and receiving reports.
- Section 5: Loan Underwriting & Grant Approval including the NPP Staff-prepared appraisal, PIRT, RSC report, RSC determination, and all executed loan and grant documents.
- Section 6: Project Contact Log including documentation on requests for demand, reconveyances, subordinations, and defaults. All notes – phone conversations with owner and/or contractor.
- ~~The City will retain c~~Copies of the Request for Release of Funds (RROF) and~~or~~ ~~its~~ Authority to Use Grant Funds (AUGF) from HUD for the Neighborhood Pride Program, in addition to documentation of the environmental review, which shall be made available for public review, in accordance with 24 CFR 570.506.

NPP Staff will keep copies of all solicitations for bids, contracts, women- and minority-owned business lists, solicitation lists, documentation of affirmative actions taken, and copies of any forms submitted by the contractor pursuant to the reporting requirements for a period of five (5) years. Original loan documents (i.e. Promissory Note, Deed of Trust, mobile home title, and PIRT) are to be maintained in a secure and fire-resistant location, if possible, at the office of the City Clerk of the Carson City Clerk's Office. Copies of all original loan documents are to be maintained in the respective project files. The City maintains and grants access to its borrower information only in accordance with its internal security standards which restricts access to program personnel, or in response to a required official audit. When a loan is paid in full or is about to be paid in full, these documents will be released to a licensed escrow company, or in certain circumstances, they will be reconveyed directly to the borrower by NPP Staff.

B. PROJECT MATRIX (NEW DATABASE)

For each fiscal year, NPP Staff will maintain an active project matrix containing the case number, name, address, telephone number, racial/ethnic data, census tract, block group, household size, household income, income level (i.e. very low, low, moderate), housing cost burden percentage, year built, application date, inspection date, Work Description approval date, expected post-rehabilitation value, Loan Review Committee Approval Date, loan funds awarded, grant funds

awarded, project soft costs (i.e. title, credit, lead-based paint testing, etc.), construction contract amount, contractor payment information, contract award date, notice to proceed date, final inspection date, recordation of Notice of Completion date, and project phase (i.e. pre-construction, construction, complete).

The project matrix shall be maintained by NPP Staff on an on-going basis.

C. LOAN DATABASE MAINTAINED FOR ALL PRIOR GRANT AND LOAN PROJECTS

In order to effectively manage the City's Revolving Loan Account and to maintain an accurate record of all loan activity, an on-going loan database will be established to track loan funds from when they are first secured to when they are repaid (or charged off—in the event of default). The database will include, at a minimum, the borrower's name, address, telephone number, Assessor's Parcel Number, loan amount, interest rate, date of recordation of Deed of Trust, recordation number, date of recordation of Request for Notice, recordation number, and information pertaining to the following outcomes:

- Request(s) for Demand of Payoff;
- Reconveyances;
- Subordinations; and default

D. LOAN PAYOFFS

The City will generally receive a request for payoff amount when repayment occurs as part of a property sale, transfer or upon an event of acceleration as defined in the Promissory Note. The request will usually come in the form of a Request for Beneficiary's Demand from an escrow company, title insurance company, or financial institution.

Due to potential errors and misunderstandings when discussing payoffs verbally, the City will provide a payoff demand only upon receipt of a written request. The City will communicate a payoff demand to the requestor only in writing.

E. RESPONDING TO A REQUEST FOR DEMAND

The following steps will be taken when the City has received a written request for a loan payoff demand:

- Upon receipt of the payoff demand, retrieve the loan file and review the loan agreement for repayment requirements. Check the comment section of the database for extenuating circumstances that may have been documented.
- Prepare a demand letter describing the principal balance, zero interest rate, date of loan, current date.
- Attach a copy of the request for beneficiary's demand to the demand letter and send to the requesting party.
- Place a copy of the demand letter and the original request for beneficiary's demand in the loan file.

F. RECONVEYING THE TRUST DEED OR MOBILEHOME TITLE AND REGISTRATION

After the City has received payment in full of "good" funds, the deed of trust will be released as a lien against the property. ("Good" means funds that are drawn on a title company, escrow company, or financial institution. Funds drawn on a personal account must be cleared through the bank before reconveying the deed of trust.) A Substitution of Trustee and Deed Reconveyance shall be prepared by NPP Staff to be recorded (the document will note the borrower's name and current

address). The documents shall be prepared for the City Manager or his/her designee signature and be sent directly to the County Recorder or to the entity that provided the payoff funds, such as the title or escrow company for recordation. Upon receipt of the recorded reconveyance document, a copy of the recorded reconveyance will be maintained in the closed loan file and the original reconveyance will be sent to the borrower.

G. RESPONDING TO A REQUEST FOR DEMAND

A borrower will be in default on the terms of the loan if they violate the conditions of the loan agreement. These default issues include the following:

- Failure to occupy the home as the borrower's primary residence;
- Selling or transferring the property by any means without prior approval of the City, except for the following exempt transfers:
  - (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant; or
  - (b) A transfer of the Property to the child or children of the Borrower upon death of the Borrower; or
  - (c) A transfer of the Property where the spouse becomes an owner of the property; or
  - (d) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
  - (e) A transfer to an intervivos trust in which the Borrower is and remains the beneficiary and occupant of the property.
- Allowing the rehabilitated building (interior and/or exterior) to fall into disrepair or be kept unclean, unsafe, or out of compliance with current City building codes;
- Non-payment of other mortgages, taxes, insurance, or Homeowner's Association Dues;
- Any further encumbrance of the property without the express written consent of the NPP Staff; and
- Obtaining a reverse mortgage agreement.

Because of the time required to monitor these issues, the NPP will generally enforce only those defaults that come to the attention of NPP Staff through the ongoing management of the loan portfolio.

H. SUBORDINATION

Subordinations to new first trust deed loans are not generally permitted. In the event that a borrower determines that it would be in their best interest to refinance their existing first trust deed loan to lower the interest rate and monthly payments without increasing the secured indebtedness of the first trust deed, Staff may consider recommending subordination to the City Manager or his/her designee. The staff may decline a request to subordinate at its sole discretion.

The NPP staff will consider subordination of loans under the following circumstances:

- Borrower will be refinancing their first mortgage at a reduced interest rate that results in lower monthly payments; and

- Borrower will not be withdrawing or using any equity for any reason (Note: Fees associated with the refinance may be included in the new first mortgage, provided that an apparent savings will be accrued to the owner over the term of the new loan versus remaining in their current mortgage).

The RSC generally will not recommend the approval of a subordination that involves any of the following:

- Withdrawal of equity;
- Subordination to a loan involving negative amortization;
- Subordination to a variable rate mortgage loan or reverse mortgage loan;
- Change of ownership, including adding new owners or co-signer(s) onto the loan or title; or
- The combined total of the new first mortgage loan and the City's secured loan exceeds 90% of the appraised value of the borrower's property.

The City's loan will become immediately due and payable if the borrower at any time: 1.) takes out any other loan against the property in lieu of subordinating the City's loan, or 2.) uses refinance proceeds to repay revolving or other debt.

I. CHARGE OFFS

A NPP loan is considered a charge-off if it has been deemed uncollectible. NPP Staff, in consultation with the City Attorney's office, shall make every effort to pursue the City's interest in the event of foreclosure, bankruptcy, or any scenario that involves the sale or transfer of the dwelling or the cessation of the borrower's occupancy of the dwelling. In the even that a NPP loan becomes uncollectible, the status and disposition of the case must be accounted for in the loan database such that the loan is not reflected in the outstanding loan balance figures.

J. CLOSING THE LOAN FILE

After a loan has been paid in full and the corresponding deed of trust or mobilehome title has been reconveyed the loan file shall be closed. The loan database will be updated to reflect the status and disposition of the loan. Additionally, NPP Staff should ensure that proceeds from the closed loan file's repayment are allocated to current project(s) as soon as possible and that revolving loan accounts are expended prior to drawing on any current-year CDBG funds. Closed files will be maintained for a period not less than five years.

K. PROGRAM GUIDELINES CHANGES AND MODIFICATIONS

Minor changes to these Program Guidelines involving administrative procedures or accommodation to adapt to regulatory changes may be performed with the approval of the City Manager or his/her designee and/or designee. All other changes require the approval of the Carson City Council.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Community Planning and Development
Los Angeles Field Office, Region IX
300 North Los Angeles Street, Suite 4054
Los Angeles, CA 90012

September 27, 2024

Mr. David C. Roberts, City Manager
City of Carson
701 East Carson Street
Carson, CA 90745

SUBJECT: Fiscal Year 2024 Monitoring
Community Development Block Grant (CDBG) Program (B20MC060514, B21MC060514)
August 19 – August 26, 2024

Dear Mr. Roberts:

From August 19 – 26th this office conducted an onsite monitoring of the Community Development Block Grant Program (B20MC060514, B21MC060514) in order to assess your organization's performance and compliance with applicable Federal program requirements. Program performance was assessed through a review of operations, file documentation and interviews. HUD monitoring may result in the identification of Findings, Concerns, or exemplary practices. This letter transmits the monitoring review results and identifies one finding.

A Finding is a deficiency in program performance based on a violation of a statutory or regulatory requirement. A Concern is a deficiency in program performance that is not based on a statutory or regulatory requirement but is brought to the grantee's attention. Corrective Actions to address the noncompliance are identified for all Findings. Recommended Corrective Actions are identified for Concerns. An exemplary practice is a noteworthy practice or activity being carried out by the grantee and may possibly be duplicated by another grantee.

Please respond to address the Finding identified in this letter, in accordance with the response timeframes outlined in the report. In addition, within 30 days from the date of this letter, you have the opportunity to provide additional information demonstrating that, contrary to the identified Finding, you can demonstrate compliance with the requirements outlined in the Finding. If you fail to respond within 30 days, or if the response is unsatisfactory to HUD, you must undertake corrective actions. Similarly, if you have any technical corrections to HUD's determinations or conclusions outlined in this monitoring letter, please address these issues in writing to this Department within 30 days of the date of this letter. Your written communication should explain the needed correction, along with supporting evidence. All communications should be sent to the attention of your HUD Reviewer.

I would like to thank you and your staff for your professionalism and cooperation during the review. You are supporting valuable programs that are successfully supporting housing and community development activities. Your HUD Reviewer, Michael Kovalsky, Senior Community Planning and Development Representative, is available to discuss the results of this monitoring letter or provide technical assistance, if requested, and can be reached at Michael.J.Kovalsky@hud.gov.

Sincerely,

REBECCA BLANCO

Digitally signed by: REBECCA BLANCO
DN: CN = REBECCA BLANCO C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development
Date: 2024.09.27 14:56:31 -07'00'

Rebecca Blanco, Director
Office of Community Planning and Development

Enclosure

U.S. Department of Housing & Urban Development

Monitoring Report

City of Carson
Monitoring Dates: August 19th – August 26th
Community Development Block Grant Program (B20MC060514, B21MC060514)

INTRODUCTION

Monitoring is the principal means by which HUD ensures program effectiveness and management efficiency, and that programs are carried out in compliance with applicable laws and regulations. It assists grantees in improving performance, developing or increasing capacity, and augmenting management and technical skills. Monitoring is conducted within a specific, identified scope of review, based on sampling of particular grants, activities, and beneficiaries, as applicable. In determining which grantees will be monitored, the Department uses a risk-based approach to rank grantees, programs and functions, including assessing the Department's exposure to fraud, waste and mismanagement. This process not only assists the Department in determining which grantees to monitor, but also identifies which programs and functions will be reviewed.

Specifics relating to this review are as follows:

HUD Reviewer(s):	Michael Kovalsky, Senior Community Planning and Development Representative
Grantee Staff/Participants:	Robert T. Lennox, Assistant City Manager Debra Scott, Housing Specialist Toni Carter, Housing Specialist Ester Luis, Program Consultant Miguel Ramirez, Program Consultant
Entrance Conference	
Date:	August 19th
Representatives:	Michael Kovalsky, Senior Community Planning and Development Representative Debra Scott, Housing Specialist Toni Carter, Housing Specialist Ester Luis, Program Consultant Miguel Ramirez, Program Consultant
Exit Conference	
Date:	August 26th
Representatives:	Michael Kovalsky, Senior Community Planning and Development Representative Develyn Rhodes-Johnson, Program Manager Robert T. Lennox, Assistant City Manager Debra Scott, Housing Specialist Toni Carter, Housing Specialist Ester Luis, Program Consultant Miguel Ramirez, Program Consultant

SCOPE OF REVIEW

The review scope encompassed the City of Carson's (City) PY2021 and PY2022 CDBG grants (B20MC060514, B21MC060514) that funded the following IDIS activities selected for review: 943, 944, 975, 950, and 949. The CDBG program is administered by the City's Housing Division and primarily funds homeowner rehabilitation activities. The

IDIS activities selected for review were part of the City's homeowner rehabilitation program, were selected due to their high funding level (between $24,500 and $25,000) and program complexity, and represent a 26% sample of the City's homeowner rehabilitation projects. The activities serve low- and moderate income families and were reviewed using monitoring exhibits covering following areas: individual CDBG-funded rehabilitation activities, flood insurance protections, lead-based paint compliance in properties receiving federal rehabilitation assistance, labor standards administration, and environmental review of the CDBG program.

The Exhibits referenced were used to guide the review and are from the Community Planning and Development Monitoring Handbook 6509.2, which is available here: https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2.

AREAS REVIEWED AND CONCLUSIONS

Rehabilitation Activities

Exhibit 3-11, Guide for Review of Individual CDBG-funded Rehabilitation Activities was used to determine compliance with eligibility, national objective, property inspection, rehabilitation management, rehabilitation processing procedures, and other requirements. The following homeowner rehabilitation activities were reviewed: 943, 944, 975, 950, and 949.

The following documentation was examined as part of the monitoring review: City rehabilitation policies and procedures and project files for IDIS activities 943, 944, 975, 950, and 949. Project files included inspections, work write-ups, income source documentation, City income determinations, applications for assistance, written agreements, payment requests, and warranties. In addition, interviews were conducted with personnel from the City regarding the project files and procedures used to implement and manage the City's single family rehabilitation program.

City procedures and project files reviewed showed compliance with requirements related to the following areas: income reviews, inspections, agreements, cost reasonableness, and warranties. Based on this monitoring review, it was determined that the City was in compliance with this area. As a result, no findings were made.

Flood Insurance Protection

Exhibit 27-1, Guide for Review of Flood Insurance Protection was used to determine compliance with flood insurance protection requirements and to verify the statutorily-prescribed period and dollar amount of flood insurance coverage. The following homeowner rehabilitation activities were reviewed: 943, 944, 975, 950, and 949.

Project files for IDIS activities 943, 944, 975, 950, and 949 were examined as part of the monitoring review. Project files included property records showing the address of the assisted properties and City screenshots showing if the properties were/were not located within a flood hazard area. HUD also verified if the properties were/were not

located within a flood hazard area using FEMA's website (https://msc.fema.gov/portal/home).

The City's project files sufficiently addressed requirements related to flood insurance protection and showed that none of the properties reviewed were located in a flood hazard area. As a result, no flood insurance requirements applied to the properties reviewed. Based on this monitoring review, it was determined that the City was in compliance with this area. As a result, no findings were made.

Lead-Based Paint

Exhibit 24-1, Guide for Review of Lead-Based Paint Compliance in Properties Receiving Federal Rehabilitation Assistance was used to determine compliance with lead-based paint requirements for the homeowner rehabilitation program overall and for individual homeowner rehabilitation projects. The following homeowner rehabilitation activities were reviewed: 943, 944, 975, 950, and 949.

The following documentation was examined as part of the monitoring review: City rehabilitation policies and procedures and project files for IDIS activities 943, 944, 975, 950, and 949. Project files included inspections, work write-ups, agreements, lead-based paint risk assessments, and verification documents showing the transmittal of testing reports and notices.

City procedures and project files reviewed showed compliance with lead-based paint requirements related to the following areas: testing, notices, level of lead-based paint work to be carried out, and risk assessments. Based on this monitoring review, it was determined that the City was in compliance with this area. As a result, no findings were made.

Labor Standards Administration

Exhibit 23-1, Guide for Review of Labor Standards Administration was used to assess the City's compliance with the general administration and enforcement of Federal labor standards and reporting requirements. The following homeowner rehabilitation activities were reviewed: 943, 944, 975, 950, and 949.

Project files for IDIS activities 943, 944, 975, 950, and 949 were examined as part of the monitoring review. Project files included property records showing the type of assisted properties and the ownership of the properties.

The City's project files sufficiently addressed requirements related to labor standards and showed that all of the properties reviewed were exempt from the standards. The properties were exempt from the standards due to the type of properties assisted (single family) and ownership (not under common ownership). As a result, no labor standards requirements applied to the properties reviewed. Based on this monitoring review, it was determined that the City was in compliance with this area. As a result, no findings were made.

Environmental Review

Exhibit 21-1, Guide for Environmental Review of the Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grants, and Housing for Persons With AIDS Programs by the Community Planning and Development (CPD) Representative was used to assess environmental performance of the City for its homeowner rehabilitation activities funded under the CDBG program. The following homeowner rehabilitation activities were reviewed: 943, 944, 975, 950, and 949.

The following documentation was examined as part of the monitoring review: City rehabilitation policies and procedures and project files for IDIS activities 943, 944, 975, 950, and 949 including tier 2 environmental reviews.

City procedures and project files did not sufficiently address requirements related to completing the request for release of funds or documenting the Authority to Use Grant Funds form to be received from HUD. Based on this monitoring review, it was determined that the City was not in compliance with this area. As a result, one (1) finding was made.

Finding One: The City was unable to provide documentation to show that it was in fully in compliance with HUD environmental review requirements.

Condition:
The City was unable to provide a copy of its Request for Release of Funds (RROF) or its Authority to Use Grant Funds (AUGF) from HUD for its homeowner rehabilitation program.

While the City was unable to provide its RROF or AUGF for the activities reviewed, HUD was able to verify within its own records that the City submitted an RROF and that HUD sent the City an AUGF for its single family rehabilitation program. However, it is the City's responsibility to maintain both documents.

Criteria:
24 CFR 570.506 states that each recipient shall establish and maintain sufficient records to determine whether the recipient has met the requirements of this part. 24 CFR 570.506(j) requires that recipients maintain records in accordance with other applicable laws and regulations set forth in subpart K. Subpart K includes 24 CFR 570.604 which covers environmental standards at 24 CFR Part 58 and the citations noted below.

An environmental review must be performed before any funds, regardless of source, are committed to a project. 24 CFR 58.70 states that the NOI/RROF must be disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 24 CFR 58.45 before the certification is signed by the responsible entity.

Documentation of the environmental review should be maintained in the environmental review record. This record contains the description of all activities that are part of the project and an evaluation of the effects of the project. This record should be made available for public review.

24 CFR 58.71 – The RROF and certification shall be sent to the appropriate HUD Field Office and the request shall be executed by the Certifying Officer. The request shall describe the

specific project and activities covered by the request and contain the certification required under the applicable statute cited in 24 CFR 58.1(b). The RROF and certification must be in a form specified by HUD.

Cause:
The City's procedures did not sufficiently describe what must be done to complete a RROF or to document that it completed a RROF. In addition, the procedures do not identify form HUD-7015.16 as being part of the environmental review process for the single family rehabilitation program.

Effect:
If the City cannot document that it is in compliance with environmental review requirements, HUD could request repayment for funds drawn for any activity for which the City cannot provide proof of its compliance.

Corrective Action:
To address this deficiency, the City is requested Revise and submit to HUD, policies and procedures that ensure the City follows the requirements described in the criteria of this finding.

City of Carson

December 3, 2024

Rebecca Blanco, Director
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Los Angeles Field Office, Region IX

SUBJECT: City of Carson Response to Monitoring Report Correction Action

Dear Director Blanco,

The City of Carson is please to submit the revised procedures in response to the correction action outlined in the HUD Monitoring report dated September 27, 2024. The correction action has been successfully implemented through the adoption of updated guidelines, which were formally approved by the Carson City Council on December 3, 2024.

To address the findings noted in the monitoring report, the City has revised its procedures to ensure compliance with applicable regulations and best practices.

FINDING ONE: The City was unable to provide documentation to show that it was in fully compliance with HUD environmental review requirements.

CORRECTIVE ACTION: To address the deficiency, the City is requested Revise and submit to HUD, policies and procedures that ensure the City follows the requirements described in the criteria of this finding.

The revised guidelines specifically address the findings and recommendations outlined in the monitoring report and are included in the following sections of the document:

- City of Carson Neighborhood Pride Program Guidelines and Implementation Procedures, Section IX. Post Construction, A. Required Recordkeeping and Files, page 28.

The approved revised guidelines will ensure that all program activities are administered in accordance with HUD standards and expectations. The City of Carson looks forward to continuing its partnership with HUD to achieve the highest standards of program administration and service delivery.

Sincerely,

David Roberts, City Manager
City of Carson

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Josilla Togiola, Purchasing Manager FIN Purchasing

Subject: CONSIDER REJECTION OF PROPOSALS RECEIVED FOR REQUEST FOR PROPOSALS ("RFP"): 25-005 STATE OF THE CITY EVENT PRODUCTION AND MANAGEMENT

I. SUMMARY

The City's Municipal Code ("CMC") enables the awarding authority to reject any and all bids or proposals received as a result of the City's Formal Bidding or Competitive Proposal Procedures. The City's bid and proposal evaluation process is a crucial and often complex process that involves City Staff analyzing bids or proposals to determine the most advantageous award option for the City.

Staff issued a Request for Proposals ("RFP") #25-005 on October 17, 2024. During the evaluation process, it was determined that the proposals received exceeded the intended project budget and it would not be in the best interest of the City to award a contract to any of the proposers. Staff is requesting for City Council to formally reject the proposals received and authorize Staff to proceed identifying alternative solutions in compliance with the Purchasing Ordinance.

II. RECOMMENDATION

REJECT all proposals received in response to RFP: 25-005 State of the City Event Production and Management.

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

IV. BACKGROUND

On October 17, 2024, the City of Carson ("City") issued RFP #25-005 to solicit proposals from qualified vendors for the 2025 State of the City Event Production and Management services. The RFP remained open until November 7, 2024 at 2:00 PM and the City recorded a total of three (3) proposals received. Throughout the evaluation process, it was determined costs exceeded the anticipated project budget, or there existed a lack of demonstrated responsibility of the proposer. Of the three (3) proposals received, the proposed costs ranged from $25,000 to $420,125.00. As a result, Staff is requesting for City Council to formally reject all proposals received for RFP #25-005 as allowed by CMC Section 2611(l)(1). Staff will pursue an alternative procurement option in compliance with the City's Purchasing Ordinance.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. RFP 25-005 Bid Register

Attachments

RFP 25-005 Bid Register.pdf

City Clerk's Office
RECEIVED 11-7-24 On 2:00 p.m.

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 25-005 – STATE OF THE CITY EVENT PRODUCTION AND MANAGEMENT*

BID OPENING DATE: *11/7/2024* **TIME:** *2:00 P.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Bakers Man Productions	Aaron Steven	11/06/24 8:19 p.m.	—		
2.	Land Ho Films Inc.	Lauren Coulter	11/05/24 12:28 p.m.	—		
3.	PeachPark LLC	Alex Park	11/07/24 12:05 p.m.	—		
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

Opened By: N/A (Print Legibly) _____ (Initials) Staff Present: Danielle Hasley (Print Legibly) _____ (Initials)

Erica Guico

City Clerk: _____ (Signature) Deputy City Clerk

PlanetBids Opened By: Shelly McGhee (Print Legibly) _____ (Initials)

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Saied Naaseh, Director of Community Development CD Planning

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 24-113 FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 23-187 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET, CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

Presented for City Council consideration is Resolution No. 24-113 for a third extension for SyWest Development, LLC and South Bay Carson, LLC for compliance with Conditional Use Permit No. 940-13, Relocation Review No. 3047-13 and Resolution No. 13-099 (collectively, the “Original CUP”), which permitted, for an initial term of four (4) calendar years, the use of an approximately 24.65 acre site previously used as an organic refuse landfill, drive-in theater and auto auction, located at 20151 South Main Street, Carson, California.

The City Council previously approved two extension of time requests in years 2022 and 2023 respectively. The current compliance period ends on June 1, 2025 per the previously approved Resolution No. 23-187 which extended the compliance period last year.

On July 20, 2020, SyWest submitted an application for development of the Property, which Application includes a request for a General Plan Amendment, Specific Plan and related entitlements (e.g., Development Agreement, tentative parcel map, site plan and design review). Per the proposed Resolution, Sywest must comply with the Original CUP for the extended time of June 1, 2026, or earlier if the development applications are approved by the City and construction of the development is ready to commence.

II. RECOMMENDATION

WAIVE further reading and **ADOPT** Resolution No. 24-113, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 23-187 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET, CITY OF CARSON."

III. ALTERNATIVES

TAKE such other and further actions as the City Council deems appropriate consistent with the requirements of law.

IV. BACKGROUND

In 2013, South Bay Carson, LLC and SyWest Development, LLC (collectively "SyWest"), acting on behalf of Enterprise Rent-A-Car Company of Los Angeles, LLC ("Enterprise"), applied for and was granted Conditional Use Permit No. 940-13, Relocation Review No. 3047-13 and Resolution No. 13-099 (the "Original CUP") which permitted, for an initial term of four (4) calendar years, the use of an approximately 24.65 acre site previously used as an organic refuse landfill, drive-in theater and auto auction, located at 20151 South Main Street, Carson, California (the "Property"), for the storage of rental cars, including as a regional rental car storage hub, and the relocation of certain modular office buildings on that portion of the Property zoned ML-ORL-D.

Interim Urgency Ordinance Nos. 15-1575U and 16-1578U (collectively, the "Stadium Moratorium") enacted a moratorium on the establishment, expansion, modification, or new development within the six (6) planning study areas within the City of Carson. SyWest requested an extension of the Original CUP beyond October 21, 2017 and further requested that such extension of the Original CUP be deemed subject to the "exemption" provision(s) of the Stadium Moratorium (the "CUP Extension Request"). The Original CUP required that SyWest would, within three (3) years of approval of the CUP, enter into an agreement with the appropriate environmental regulatory agency ("Environmental Regulatory Agency" or "ERA") to commence steps necessary to support the cleanup and reuse of the Property for new development but staff has contended that SyWest failed or refused to comply with this condition of the Original CUP. SyWest requested additional time to complete this task concurrently with City's update to its General Plan (the "ERA Dispute"). SyWest has contended and advised staff that in order to fulfill this remediation condition of the Original CUP a proposed plan for redevelopment and long-term use of the Property is required to first be processed, considered and approved by the City, and SyWest and the City desired to confirm how this ERA Dispute would be addressed moving forward.

The Original CUP also required SyWest to develop, implement, and maintain a landscaping plan to assure an aesthetically appropriate appearance surrounding the Property but staff contended that certain areas of the existing landscaping around the Property were in disrepair and needed to be replaced and SyWest requested additional time to complete this task ("Landscape Dispute").

In light of the foregoing, City and SyWest desired to fully and finally resolve the ERA Dispute, the Landscape Dispute, and the CUP Extension Request (collectively the "Disputes"), to avoid litigation arising out of such Disputes, and in furtherance of that objective, on September 5, 2017, the City Council adopted Resolution 17-120 ("Compliance Resolution") which served as an attempt to effectuate the foregoing, and which also extended the compliance period under the Original CUP until October 31, 2020 ("Compliance Period"). The Compliance Resolution required Sywest to make a series of deposits and payments with the City against which City is permitted to deduct for various reasons.

SyWest submitted an application ("Application") on or about July 20, 2020, for development of the Property, which the Application includes a request for a General Plan Amendment, Specific Plan and related entitlements (e.g., Development Agreement, tentative parcel map, site plan and design review) ("Proposed Entitlements") for development of a major retailer ("New Retailer"). Sywest has also addressed the Landscape Dispute by continuing to maintain the landscaping by a professional landscape company and replacing the landscaping if they are deemed unhealthy by the landscape maintenance company; generally, the appearance of the landscaping is acceptable.

To support the parking of new and used cars, the resolution further authorizes the following incidental uses: (a) access and operation (e.g., loading, unloading, long term parking) by car carriers accessing the Property from Figueroa Street; (b) installation and use of temporary structures, including, without limitation, mobile storage units, canopies, sanitary services (i.e., portable toilets), and modular offices; and (c) the direct-to-consumer delivery of new or used cars between 9:00 a.m. and 5:00 p.m. seven (7) days per week.

On November 21, 2023, the City Council approved Resolution No. 23-187 approving a Second Amendment to Extended Compliance Resolution further amending the Extended Compliance Period until no later than June 1, 2025, and authorizing the use of the Property for the Temporary Parking Use during the Extended Compliance Period.

To allow time for the Application to be processed and the temporary parking use on the property to continue until such time, SyWest is asking the City for another extension of time and amending Resolution No. 23-187 to comply with the Original CUP. This extension would give Sywest additional time to comply, which terminates on June 1, 2026 or when the Proposed Entitlements are finally approved and construction can commence, whichever occurs first ("Extended Compliance Period"). During this time, SyWest proposes to continue to park Sprinter vans and new or used cars. Sywest requested additional time well in advance of the June 1, 2025 expiration date to provide the current tenants with certainty regarding their right to remain on the property. Without this extension, the tenants would be required to terminate their leases and seek longer-term options.

The resolution approving such extension would require SyWest to remit to the City an annual Heavy Vehicle Transit Fee of Ten Thousand Four Hundred-Sixteen Dollars ($10,416.00) for every acre of the Property used for the Sprinter van and car parking and related operations during the term of the Extended Compliance Period.

Also under the Extended Compliance Resolution, SyWest will be required to (i) comply with all remaining conditions of approval in the Original CUP, including, but not limited to, the landscape and operations provisions of the same, to the reasonable satisfaction of City; and (ii) continue to diligently seek to secure the Proposed Entitlements from the City.

It should also be noted that an amendment to Reimbursement Agreement has been signed by Sywest which will require Sywest to pay for all City costs and fees associated with the Extended Compliance Resolution and any development of the Property.

V. FISCAL IMPACT

The proposed resolution commits SyWest to pay the Heavy Vehicle Transit Fee. Additionally, SyWest has separately entered into a reimbursement agreement with the City to fully reimburse the City its costs, including staff time, if any, and legal time in negotiating and documenting the extension provided by the resolution and all fees and costs associated with any development of the Property. As a consequence, there will be no direct costs to the City's General Fund.

VI. EXHIBITS

1. Resolution No. 24-113

Attachments

2024 Extension Resolution No. 24-113 re Timeline for Compliance re CUP (1019322.8) final.pdf

RESOLUTION NO. 2024-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 23-187 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET, CITY OF CARSON

WHEREAS, in 2013, South Bay Carson, LLC as owner of that certain real property hereinafter described and SyWest Development, LLC (collectively "SyWest"), acting on behalf of Enterprise Rent-A-Car Company of Los Angeles, LLC ("Enterprise"), applied for and was granted Conditional Use Permit No. 940-13, Relocation Review No. 3047-13 and Resolution No. 13-099 (collectively the "Original CUP") which permitted, for an initial term of four (4) calendar years, the use of an approximately 24.65 acre site previously used as an organic refuse landfill, drive-in theater and auto-auction, whose common street address is 20151 South Main Street, Carson, California (the "Property"), as and for the storage of rental cars, including as a regional rental car storage hub, and the relocation of certain modular office buildings on that portion of the Property zoned ML-ORL-D; and

WHEREAS, the Original CUP was duly approved and adopted by the Carson City Council on October 21, 2013, and required, among other conditions of approval, that SyWest would, within three (3) years of approval of the CUP, enter into an agreement with the appropriate environmental regulatory agency ("Environmental Regulatory Agency" or "ERA") to commence steps necessary to support the cleanup and reuse of the Property for new development; and

WHEREAS, staff had contended that SyWest failed or refused to comply with this condition of the Original CUP and SyWest requested additional time to complete this task concurrently with City's update to its General Plan (the "ERA Dispute"); and

WHEREAS, SyWest has contended and advised staff that in order to fulfill this remediation condition of the Original CUP, a proposed plan for redevelopment and long-term use of the Property is required to first be processed, considered and approved by the City, and SyWest and the City desired to confirm how this ERA Dispute would be addressed moving forward; and

WHEREAS, the Original CUP required, among other conditions of approval, that SyWest would develop, implement, and maintain a landscaping plan to assure an aesthetically appropriate appearance surrounding the Property; and

WHEREAS, staff contended that certain areas of the existing landscaping around the Property were in disrepair and needed to be replaced and SyWest requested additional time to complete this task ("Landscape Dispute"); and

WHEREAS, City and SyWest desired to fully and finally resolve the Landscape Dispute and the ERA Dispute in order to avoid litigation between them arising out of such disputes, and without acknowledging fault or responsibility in connection with the positions of any party in such disputes; and

WHEREAS, in connection with the parties' attempt to fully and finally resolve the ERA Dispute, the Landscape Dispute, and the CUP Extension Request (collectively the "Disputes"), to avoid litigation between them arising out of such Disputes, and without acknowledging fault or responsibility in connection with the positions of any party in such Disputes, on September 5, 2017, and May 5, 2020, the City Council adopted Resolutions 17-120 and 20-081, respectively, ("Compliance Resolutions") which served as an attempt to effectuate the foregoing, and which also extended the compliance period under the Original CUP until October 31, 2021 ("Compliance Period"); and

WHEREAS, SyWest has addressed the Landscape Dispute by continuing to maintain the landscaping by a professional landscape company and replacing the landscaping if they are deemed unhealthy by the landscape maintenance company; generally, the City has determined the maintenance and appearance of the landscaping is acceptable; and

WHEREAS, on or about July 20, 2020, SyWest submitted an application ("Application") for development of the Property, which Application includes a request for a General Plan Amendment, Specific Plan and related entitlements (e.g. Development Agreement, tentative parcel map, site plan and design review) (collectively "Proposed Entitlements"); and

WHEREAS, the City has placed ERA discussions regarding development on hold with DTSC while the City processes the Application;

WHEREAS, SyWest has asked the City for the right to continue to utilize the Property consistent with the Original CUP while the Application is processed; and

WHEREAS, pursuant to the Compliance Resolutions, SyWest deposited with City in October 2017, to be held in a separate City interest bearing account, a bond or other irrevocable instruction having a penal value of Three Hundred Fifty Thousand Dollars ($350,000) as a "Holdover Deposit" from which City may deduct any and all amount(s) as expressly provided for under the Compliance Resolution, with such deduction(s) timely and reasonably documented by City and made available for SyWest's review; and

WHEREAS, pursuant to the Compliance Resolutions, SyWest further paid to City several installments of a "Heavy Vehicle Transit Fee", of which portions of said payments included an increase of the Holdover Deposit, and cumulatively equate to an additional One Hundred Twenty-Five Thousand Dollars, ($125,000) added to the Holdover Deposit to bring the total Holdover Deposit to Four Hundred Seventy-five Thousand Dollars ($475,000.00) as of April 30, 2021; and

WHEREAS, on April 30, 2021, Enterprise ceased operations at the Property and properly vacated the Property in compliance with the Resolution;

WHEREAS, on September 13, 2021, having determined that Enterprise met the obligations of the Compliance Resolutions, the City terminated the $350,000 Holdover Deposit by issuing a letter of release to Bank of America, copied to SyWest and Enterprise, stating that the bond representing the Holdover Deposit for the benefit of the City may be cancelled. The remaining portion of the Holdover Deposit in the amount of One Hundred Twenty-five Thousand Dollars, ($125,000), is still held by the City on behalf of SyWest pursuant to terms set forth in the Compliance Resolution unless the City provides proof that this amount has been refunded to Sywest;

WHEREAS, on November 3, 2021, to accommodate SyWest's request and in furtherance of possible development of the Property, the City Council approved Resolution 21-142 ("Extended Compliance Resolution"), which, like the Compliance Resolutions, was adopted to finally resolve any Disputes and document the resolution of the same as well as to extend the compliance date of the Original CUP by one (1) additional year to October 31, 2022 ("Extended Compliance Period"), to provide SyWest time to secure the Proposed Entitlements from the City and obtain building permits by going through the plan check process and allow for beneficial use of the Property during that period;

WHEREAS, SyWest has been and continues to diligently seek to secure the Proposed Entitlements from the City, and SyWest and the City desire to allow for beneficial use of the Property during that period;

WHEREAS, on July 19, 2022, the City Council approved Resolution No. 22-148 approving a First Amendment to Extended Compliance Resolution further amending the Extended Compliance Period until no later than June 1, 2024, and authorizing SyWest to use the Property for the following uses during the Extended Compliance Period:

(i) Sprinter Van Operations – which use shall be permitted on no more than twelve (12) acres of the site and consist of the overnight parking of delivery cargo vans, colloquially known as "Sprinter Vans" and employee vehicles entering and exiting the Property between 9:00 a.m. and 5:00 p.m. five (5) days per week, including occasional weekends if demand for services warrant, with the Sprinter Vans remaining parked overnight at the Property; and

(ii) Car Operations – which use shall be permitted on the entire site and consist of parking of new or used cars without time restriction, and, to support such operations, the following incidental uses: (a) access and operation (e.g., loading, unloading, long term parking) by car carriers accessing the Property from Figueroa Street; (b) installation and use of temporary structures, including, without limitation, mobile storage units, canopies, sanitary services (i.e., portable toilets), and modular offices; and (c) the direct-to-consumer delivery of new or used cars between 9:00 a.m. and 5:00 p.m. seven (7) days per week;

"Sprinter Van Operations" and "Car Operations" shall collectively be referred to herein as "Temporary Parking Use."

WHEREAS, in accordance with Resolution No. 22-148, SyWest provided a site plan to the Planning Division designating the areas of the site that will be occupied. Any modification to the designated areas to be used shall require SyWest to file a revised site plan with the Planning Division.

WHEREAS, pursuant to Resolution No. 22-148, the Temporary Parking Use shall not include any of the following: (i) vehicle service or maintenance, other than preparation of a vehicle for transfer, sale, or delivery; (ii) loading/unloading, transfer shipping or removal of any contents of the Sprinter Vans; (iii) overnight parking of employee vehicles; (iv) sleeping of any kind within the Property, whether inside or outside any vehicle parked thereon; (v) parking of recreational vehicles or trailers designed for human accommodation, such as motorhomes, campervans, coaches, caravans fifth-wheel trailers, and popup campers, (vi) boats, (vii) large trucks, excepting therefrom car carriers, and containers, excepting therefrom storage units for storage of material and equipment supporting the Car Operations, or (viii) any other activity not specifically enumerated above within the description of the Temporary Parking Use (collectively, "Prohibited Activities");

WHEREAS, before adoption of Resolution No. 22-148, City staff evaluated the scope of the Temporary Parking Use and confirmed that such activities would be less intensive from the standpoint of traffic, circulation, and air quality impacts than those previously analyzed and approved for the Enterprise activities under the Compliance Resolutions and, as such, no further review is required under the California Environmental Quality Act, Public Resources Code sections 21000 et seq. and its implementing guidelines (Cal. Code Regs. Title 14, §§ 15000 et seq. (collectively, "CEQA") pertaining to the Temporary Parking Use;

WHEREAS, SyWest had previously informed City staff that the entities conducting the Car Operations would not continue to utilize the Property without a commitment for the right to continue operations beyond June 1, 2024, and as such, SyWest had requested an additional extension to the Extended Compliance Period until no later than June 1, 2025, to allow the Car Operations to commit to continue their Temporary Parking Use on the Property;

WHEREAS, in response to SyWest's request, on November 21, 2023, the City Council approved Resolution No. 23-187 approving a Second Amendment to Extended Compliance Resolution further amending the Extended Compliance Period until no later than June 1, 2025, and authorizing the use of the Property for the Temporary Parking Use during the Extended Compliance Period;

WHEREAS, SyWest has again informed City staff that the entities conducting the Car Operations require further certainty to continue utilizing the Property beyond June 1, 2025, and as such, SyWest has requested an additional extension to the Extended Compliance Period until no later than June 1, 2026, to allow the Temporary Parking Use on the Property to continue until such time;

WHEREAS, the City Council hereby adopts this Resolution, amending Resolution No. 23-187, to authorize the Temporary Parking Use for the Extended Compliance Period, as further revised, and outline the requirements and limitations applicable to such Temporary Parking Use.

NOW THEREFORE, the CITY COUNCIL of the CITY OF CARSON, CALIFORNIA, does hereby FIND, DETERMINE and ORDER AS FOLLOWS:

Section 1. Recitals.

The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Extended Compliance Period Directed to South Bay Carson, LLC & SyWest Development, LLC, Jointly and Severally.

Subject to SyWest's agreement to comply with its obligations set forth in Section 3 below, City hereby approves one extended compliance period under the Original CUP from October 31, 2021 until and through June 1, 2026 ("Extended Compliance Period"); provided that (i) the City Council may extend such time in its sole discretion by approval of an amendment to this Resolution if the Proposed Entitlements are not completed during the Extended Compliance Period and (ii) if at any time after June 1, 2025, the Proposed Entitlements are finally approved and construction can commence before June 1, 2026, City may provide written notice to SyWest terminating the Extended Compliance Period no earlier than thirty (30) days after delivery of said written notice.

Section 3. Conditions of Extended Compliance Period.

In resolution of the Disputes, the City Council issues the following compliance order:

A. SyWest shall terminate, and cease and desist in, the operation of any Temporary Parking Use on or at the Property; such compliance shall occur on or before the close of normal business hours on June 1, 2026 (the "Extended Compliance Deadline"); provided that (i) the City Council may, extend such time in its sole discretion by approval of an amendment to this Resolution if the Proposed Entitlements are not completed during the Extended Compliance Period, despite SyWest's good faith efforts to continue to diligently seek to secure the Proposed Entitlements from the City, and (ii) if at any time after June 1, 2025, the Proposed Entitlements are finally approved and construction can commence before June 1, 2026, City may provide written notice to SyWest terminating the Extended Compliance Period no earlier than thirty (30) days after delivery of said written notice. Failure to meet the Extended Compliance Deadline, as may be extended per the terms herein, shall subject SyWest to enforcement actions as well as such other legal remedies as may be afforded City by law.

B. SyWest shall, during the term of this Extended Compliance Resolution, (i) comply with all remaining conditions of approval in the Original CUP, including, but not limited to, the landscape and operations provisions of the same, to the reasonable satisfaction of City; and (ii) continue to diligently seek to secure the Proposed Entitlements from the City.

C. In consideration of the Extended Compliance Period and resolution of the Disputes, by no later than February 1, May 1, August 1 and November 1 of each year during the Extended Compliance Period (the "Remittance Date"), SyWest shall pay to City as follows for the Temporary Parking Use:

1. For the Sprinter Van Operations and Car Operations, SyWest will remit an annual Heavy Vehicle Transit Fee of Ten Thousand Four Hundred-Sixteen Dollars ($10,416.00) for every acre of the Property used for such purposes during the term of the Extended Compliance Period, reflecting compensation to the City for the Temporary Parking Use attributable to the Sprinter Van Operations and Car Operations. The amount of any payment remitted by SyWest shall be based upon the portion of Property shown on the site plan as being used for the Sprinter Van Operations and Car Operations such that the amount of any such installment and total payment of the Heavy Vehicle Transit Fee shall be assessed and paid on a prorata basis. By way of example only, should only 9 of the total 24 acres of the Property be used on the Remittance Date for Sprinter Van Operations and Car Operations, the quarterly payment by SyWest on the Remittance Date shall be ($10,416.00 / 4) x 9 acres, (or $23,436.00 for such period). SyWest shall provide a site plan to the Planning Division to designate the areas of the site that will be occupied. If the designated areas to be used are modified, a revised site plan shall be filed with the Planning Division. SyWest's quarterly payment will include any increase or decrease in the Heavy Vehicle Fee due to the City for increased or decreased use of the Property since the last quarterly payment made to the City.

2. Should this Resolution be extended pursuant to Section 3.A above, SyWest shall pay a prorated amount of the Heavy Vehicle Transit Fee based on the acres used for such extended time and months by which the extension is authorized. Such installment shall be paid on the first day of the month following each three (3) month period following the extension of the Extended Compliance.

D. In the event that the Property stops being used for the Temporary Parking Use prior to the Extended Compliance Deadline, the payments required herein above will abate effective as of the date of cessation of the Temporary Parking Use, but only if there is a complete cessation of any and all use of the Property for Temporary Parking Use. Otherwise, cessation of use of the Property for either the Sprinter Van and/or Car Operations shall not abate the SyWest payment obligations set forth hereinabove.

Section 4. City's Right to Enforcement; Miscellaneous Provisions.

A. Subject to the City's election, in its sole and unfettered discretion, to extend the Extended Compliance Deadline, should SyWest fail to meet the Extended Compliance Deadline, SyWest shall pay a delinquent departure penalty in the amount of Five Thousand Dollars ($5,000.00) per day for each day of delayed departure beyond the Extended Compliance Deadline which departure penalty City may unilaterally withdraw from the Holdover Deposit.

B. In the event that any provision of this Resolution is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire Resolution shall be null and void and shall subject SyWest to such enforcement action(s) as well as such other legal remedies as may be afforded the City by law.

C. In the event the City is required to take action to enforce this Resolution, or in the event this Resolution is declared invalid, illegal or otherwise unenforceable by the court of competent jurisdiction and the City is required to commence an enforcement proceeding(s) against SyWest, the City shall be reimbursed by SyWest for all costs and reasonable attorneys' fees incurred in such action or enforcement proceeding(s).

D. In the event that any claim or litigation is filed to challenge any provision of this Resolution ("Litigation Challenge"), the payment obligations of SyWest under this Resolution shall be tolled and delayed for a period of time equal to the time any such "Litigation Challenge" is pending. If a "Litigation Challenge" is pending on the date that any payment is due and payable under this Resolution, SyWest shall deposit the entire amount due and payable into a separate interest-bearing account ("Escrow Account") with the City. Within thirty (30) days following the final resolution of any "Litigation Challenge," SyWest shall authorize, in writing, City to withdraw all funds in the Escrow Account and credit the same against any unpaid annual 2024, 2025 or 2026 Heavy Vehicle Transit Fee owed by SyWest as a result of the Property's use for Temporary Parking Uses during the pendency of such "Litigation Challenge" (provided any balance thereafter remaining is returned by City to SyWest within ten (10) days thereof).

E. During the term of this Resolution and Extended Compliance Period, SyWest shall pay to the City all normal and customary fees and charges applicable to all permits necessary for the use, and any taxes, fees, and charges imposed by City in connection with the use which are standard and uniformly applied to similar entities in the City.

Section 6. Resolution Exempt from CEQA.

A. The City Council finds and determines that this Resolution is exempt from the requirements of the California Environmental Quality Act as a Class 1 Categorical Exemption, Existing Facilities, pursuant to Section 15301 of the CEQA Guidelines.

B. The City Council further finds and determines that this Resolution is exempt from the requirements of the California Environmental Quality Act as a Class 21 Categorical Exemption, Enforcement Actions by Regulatory Agencies, pursuant to Section 15321 of the CEQA Guidelines.

Section 7. SyWest Indemnification.

SyWest shall indemnify, protect, defend, and hold harmless City, and its respective officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings

(whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against City that may arise from or relate to adoption of this Resolution (herein the "Claims and Liabilities"), whether such Claims and Liabilities arise out of or under planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure §§ 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction.

Section 8. This Resolution Amends Prior Resolutions.

This Resolution shall amend and replace prior Resolutions addressing the matters described herein, including but not limited to Resolution No. 23-187.

Section 9. Effectiveness; Certification.

This Resolution shall take effect immediately upon its adoption. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this ____ day of December 2024.

_____
Lula Davis-Holmes, Mayor

ATTESTED:

_____
City Clerk

APPROVED AS TO FORM:

_____
Sunny Soltani, City Attorney

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

SPECIAL ORDERS OF THE DAY 22.

To: Honorable Mayor and City Council

From: Saied Naaseh, Director of Community Development CD Administration

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 24-112 APPROVING CEQA "NO PROJECT"/EXEMPTION FINDINGS AND ADOPTING GENERAL PLAN AMENDMENT NO. 1-24, MODIFYING THE LAND USE AND REVITALIZATION ELEMENT OF THE CARSON 2040 GENERAL PLAN REGARDING SPECIFIC PLAN REQUIREMENT FOR ANY REDEVELOPMENT OF EXISTING OIL OR PETROLEUM REFINERY SITES FOR SUBSEQUENT USE FOLLOWING CESSATION OF REFINERY OPERATIONS

I. SUMMARY

The Planning Commission held a duly noticed public hearing at its meeting of November 12, 2024, to consider a recommendation to the City Council on the General Plan Amendment. The Commission considered evidence presented at the public hearing, including public testimony, and a report prepared by City staff, and following the hearing, adopted Planning Commission Resolution No. 24-2880, unanimously recommending to the City Council approval of the General Plan Amendment

The City has initiated General Plan Amendment No. 1-24 (the "General Plan Amendment") to modify the text of Implementing Policy LUR-P-29 to expressly require the submission and approval of a Specific Plan prior to or concurrent with approval of development plans for any redevelopment of a Refinery Site for a new use following cessation of refinery operations, and to make a corresponding change to Figure 2-3 (General Plan Land Use Diagram) for internal consistency in the Land Use and Revitalization Element.

This action will help to ensure the protection of public health, safety and welfare, environmental justice, and environmental quality in the event of an application for redevelopment of the site of an existing oil or petroleum refinery or associated use in Carson ("Refinery Site") for a new use following cessation of refinery operations.

Requiring a Specific Plan prior to any such redevelopment will ensure the City has the necessary authority to conduct CEQA review of such projects, and will also help ensure the City has the necessary Planning oversight and decision-making authority to require the redevelopment to be cohesive and compatible both within the site and with surrounding uses, such as by requiring landscaped buffers and other project design features and other measures to avoid negative impacts on public health, safety, and welfare, including for the people who occupy the site of the redevelopment and the surrounding areas including existing or proposed residential areas that may be in the travel path of future development of such sites.

II. RECOMMENDATION

TAKE the following action:

1. **ADOPT** the proposed City Council Resolution 24-112, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING CEQA "NO PROJECT"/EXEMPTION FINDINGS AND ADOPTING GENERAL PLAN AMENDMENT NO. 1-24, MODIFYING THE LAND USE AND REVITALIZATION ELEMENT OF THE CARSON 2040 GENERAL PLAN REGARDING SPECIFIC PLAN REQUIREMENT FOR ANY REDEVELOPMENT OF EXISTING OIL OR PETROLEUM REFINERY SITES FOR SUBSEQUENT USE FOLLOWING CESSATION OF REFINERY OPERATIONS"

III. ALTERNATIVES

TAKE another action that City Council deems appropriate, subject to compliance with applicable law.

IV. BACKGROUND

The Carson 2040 General Plan (General Plan) was adopted in April 2023 and contains nine elements. It is designed to meet the current needs of the City and anticipated future needs of the City. It introduces a greater mix of land uses to reflect new and changing priorities and encourages sustainability through transit-oriented, mixed-use, infill development, and creates greater opportunity and equity. It promotes development in the core area and provides greater diversity of non-residential uses. The General Plan also includes a new Community Health and Environmental Justice Element (the "Environmental Justice Element").

The Environmental Justice Element is guided by Senate Bill (SB 1000) and requires cities with SB 535 "disadvantaged communities" to include an environmental justice element in their general plans. CalEPA identifies disadvantaged communities as low-income areas that are disproportionately affected by and/or vulnerable to pollution and other environmental hazards that negatively impact human health, most commonly among communities of color. Out of the 26 census tracts that intersect with the Planning Area of the General Plan, 22 are "disadvantaged communities." These include the areas of the City located immediately to the west and north of two major oil refineries currently operating in the City, the Phillips 66 and Tesoro (Marathon) refineries, as shown in Figure 6-1 in the Environmental Justice Element.

The General Plan already requires preparation of a Specific Plan for the future development of the former Shell refinery site. The Shell site is not the subject of the proposed General Plan Amendment, as it is a former (not current) refinery site and has already been adequately addressed in the General Plan.

Proposed Amendments to the General Plan

The text of Implementing Policy LUR-P-29 on page 2-30 of the General Plan Land Use and Revitalization Element is hereby amended as follows (additions shown in in **bolded, underlined** font; deletions shown in ~~strikethrough font~~)):

"Undertake planned development and specific plans for unique projects as a means to achieve high community standards, address neighborhood or significant site-specific issues, ensure compatibility between a number of uses, on large parcels, and when needed as part of a redevelopment or environmental remediation strategy. **Require submittal and approval of a specific plan prior to, or concurrently with, approval of development plans for any redevelopment of the site of an existing oil or petroleum refinery or associated use for a new use following cessation of refinery operations.**

*Such areas that would benefit from a specific plan include the Shell Site**, the*** ~~*and*~~ *South Bay Pavilion**, the site of the Marathon/Tesoro oil refinery, and the site of the Phillips 66 oil refinery**, if redeveloped*."

Figure 2-3 (General Plan Land Use Diagram) on page 2-10 in the Land Use and Revitalization Element of the General Plan is hereby amended to do the following, as shown in the amended Figure 2-3 attached hereto as Exhibit "A" of Resolution No. 24-112 and incorporated herein by this reference: (i) delineate the area of the City that is located south of 223rd Street and east of Wilmington Avenue as one or more "Potential Specific Plan Area(s)" using light blue dots according to the legend in said figure; and (ii) add an associated notation reading as follows: "Potential Specific Plan Area(s). See LUR-P-29, City Council Resolution No. 24-112."

For the avoidance of doubt, this amendment to Figure 2-3 is not intended to create a substantive requirement independent of LUR-P-29 as modified pursuant to subsection (A) of this Section 4, but rather is intended to maintain internal consistency of the General Plan and apprise readers of Figure 2-3 of the potential requirement of a Specific Plan pursuant to LUR-P-29 as modified pursuant to subsection (A) of Section 4 of resolution No. 24-112.

In regards to the properties within the potential specific plan areas for Marathon/Tesoro and Phillips 66 oil refinery sites as identified in Figure 2-3, the mere fact that a property is within the potential specific plan areas does not in and of itself create any requirement for submittal or approval of a Specific Plan prior to development of the property or constitute a determination that all or any particular portion of the delineated area constitutes "sites of existing oil or petroleum refineries and associated uses" to which LUR-P-29 applies as determined by the Community Development Director. In addition, the delineated area may include one or more potential Specific Plans, as different sites that are subject to LUR-P-29 may submit and obtain approval of different Specific Plans.

Consistency with General Plan

The General Plan Amendment is consistent with the Carson 2040 General Plan, including furthering the following General Plan goals, policies and objectives: Guiding Principle 6, Guiding Principle 7, Land Use and Revitalization Element Guiding Policy LUR-G-13, Land Use and Revitalization Element Guiding Policy LUR-G-14, Land Use and Revitalization Element Implementing Policy LUR-P-29, Community Health and Environmental Justice Element Guiding Policy CHE-G-1, Community Health and Environmental Justice Element Guiding Policy CHE-G-2, Community Health and Environmental Justice Element Guiding Policy CHE-G-4, and Community Health and Environmental Justice Element Implementing Policy CHE-P-8.

Environmental Determination

Pursuant to CEQA Guidelines Section 15378, the General Plan Amendment does not constitute a CEQA "project", because the action constitutes administrative or maintenance activities of the City, such as general policy and procedure making that is excluded from the definition of project under CEQA Guidelines Section 15378(a). The action does not change the permitted uses of any real property, and merely requires an additional layer of City planning review prior to any redevelopment of a Refinery Site for a new use following cessation of refinery operations, such that an applicant would need to prepare a Specific Plan and go through the City's Specific Plan review and decision-making process in addition to the applicable use entitlement process (if any) and any other required approval process under the Carson Municipal Code (except to the extent the proposed Specific Plan, as approved, provides that it supersedes Carson Zoning Ordinance use entitlement processes or requirements).

In the event the General Plan Amendment does constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because the action does not have the potential for causing a significant effect on the environment. "Significant effect on the environment" is defined in CEQA Guidelines Section 15382 as "a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance." It can be seen with certainty that there is no possibility that the General Plan Amendment may have a significant effect on the environment, because any potential change in any of the physical conditions within the area affected by the General Plan Amendment would be favorable, not adverse, on the environment, in that the General Plan Amendment, by requiring approval of a Specific Plan prior to any redevelopment of a Refinery Site for a new use following cessation of refinery operations, would ensure the City has discretion to mitigate potential environmental impacts of any such redevelopment, and thereby ensure that any such redevelopment would constitute a discretionary project within the meaning of Public Resources Code Section 21080(a) with respect to approval by the City, and that the City would therefore have authority to conduct environmental review of such redevelopment project pursuant to CEQA.

Also in the event the General Plan Amendment does constitute a CEQA "project," the General Plan Amendment is categorically exempt from review under CEQA pursuant to State CEQA Guidelines Section 15305, Minor Alterations in Land Use Limitations, because the General Plan Amendment constitutes a minor alteration in land use limitations in areas with an average slope of less than 20%, which does not result in any changes in land use or density. None of the exceptions to the categorical exemption described in CEQA Guidelines Section 15300.2 apply.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Resolution 24-112

Attachments

CC GPA Resolution - Refinery 1035558.2.pdf

RESOLUTION NO. 24-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING CEQA "NO PROJECT"/EXEMPTION FINDINGS AND ADOPTING GENERAL PLAN AMENDMENT NO. 1-24, MODIFYING THE LAND USE AND REVITALIZATION ELEMENT OF THE CARSON 2040 GENERAL PLAN REGARDING SPECIFIC PLAN REQUIREMENT FOR ANY REDEVELOPMENT OF EXISTING OIL OR PETROLEUM REFINERY SITES FOR SUBSEQUENT USE FOLLOWING CESSATION OF REFINERY OPERATIONS

WHEREAS, the City of Carson ("City") adopted its current General Plan, the Carson 2040 General Plan, in April 2023 by Resolution No. 23-062; and

WHEREAS, the General Plan, in the Land Use and Revitalization Element, contains Implementing Policy LUR-P-29**,** which provides as follows:

> "Undertake planned development and specific plans for unique projects as a means to achieve high community standards, address neighborhood or significant site-specific issues, ensure compatibility between a number of uses, on large parcels, and when needed as part of a redevelopment or environmental remediation strategy.
>
> *Such areas that would benefit from a specific plan include the Shell Site and South Bay Pavilion if redeveloped."*; and

WHEREAS, to help ensure the protection of public health, safety and welfare, environmental justice, and environmental quality in the event of an application for redevelopment of the site of an existing oil or petroleum refinery or associated use in Carson ("Refinery Site") for a new use following cessation of refinery operations, the City has initiated General Plan Amendment No. 1-24 (the "General Plan Amendment") to modify the text of Implementing Policy LUR-P-29 to expressly require submittal and approval of a Specific Plan prior to or concurrent with approval of development plans for any redevelopment of a Refinery Site for a new use following cessation of refinery operations, and to make a corresponding change to Figure 2-3 (General Plan Land Use Diagram) for internal consistency in the Land Use and Revitalization Element; and

WHEREAS, the Planning Commission held a duly noticed public hearing at its meeting of November 12, 2024, to consider a recommendation to the City Council on the General Plan Amendment. The Planning Commission considered evidence presented at the public hearing, including public testimony, and a report prepared by City staff, and following the hearing, adopted Planning Commission Resolution No. 24-2880, recommending to the City Council approval of the General Plan Amendment; and

WHEREAS, on December 3, 2024, the City Council held a duly noticed public hearing to consider the General Plan Amendment. The City Council considered evidence presented at the

public hearing, including public testimony, and a report prepared by City staff, and having done so, now sees fit to approve the General Plan Amendment on the terms stated herein; and

WHEREAS, all of the legal prerequisites to adoption of this Resolution have occurred.

NOW, THEREFORE, THE City Council OF THE CITY OF CARSON HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and the same are incorporated herein by reference as findings of fact.

SECTION 2. The City Council further finds as follows:

A. The General Plan Amendment is consistent with the Carson 2040 General Plan, including furthering the following General Plan goals, policies and objectives: Guiding Principle 6, Guiding Principle 7, Land Use and Revitalization Element Guiding Policy LUR-G-13, Land Use and Revitalization Element Guiding Policy LUR-G-14, Land Use and Revitalization Element Implementing Policy LUR-P-29, Community Health and Environmental Justice Element Guiding Policy CHE-G-1, Community Health and Environmental Justice Element Guiding Policy CHE-G-2, Community Health and Environmental Justice Element Guiding Policy CHE-G-4, and Community Health and Environmental Justice Element Implementing Policy CHE-P-8.

B. The General Plan Amendment will contribute to the protection of the public health, safety and general welfare in the City and will be of benefit to the public.

C. The General Plan Amendment retains the internal consistency of the General Plan and is consistent with other adopted plans.

SECTION 3. The City Council find as follows with respect to applicability of CEQA to the General Plan Amendment:

Pursuant to CEQA Guidelines Section 15378, the General Plan Amendment does not constitute a CEQA "project", because the action constitutes administrative or maintenance activities of the City, such as general policy and procedure making that is excluded from the definition of project under CEQA Guidelines Section 15378(a). The action does not change the permitted uses of any real property, and merely requires an additional layer of City planning review prior to any redevelopment of a Refinery Site for a new use following cessation of refinery operations, such that an applicant would need to prepare a Specific Plan and go through the City's Specific Plan review and decision-making process in addition to the applicable use entitlement process (if any) and any other required approval process under the Carson Municipal Code (except to the extent the proposed Specific Plan, as approved, provides that it supersedes Carson Zoning Ordinance use entitlement processes or requirements).

In the event the General Plan Amendment does constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because the action does not have

the potential for causing a significant effect on the environment. "Significant effect on the environment" is defined in CEQA Guidelines Section 15382 as "a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance." It can be seen with certainty that there is no possibility that the General Plan Amendment may have a significant effect on the environment, because any potential change in any of the physical conditions within the area affected by the General Plan Amendment would be favorable, not adverse, on the environment, in that the General Plan Amendment, by requiring approval of a Specific Plan prior to any redevelopment of a Refinery Site for a new use following cessation of refinery operations, would ensure the City has discretion to mitigate potential environmental impacts of any such redevelopment, and thereby ensure that any such redevelopment would constitute a discretionary project within the meaning of Public Resources Code Section 21080(a) with respect to approval by the City, and that the City would therefore have authority to conduct environmental review of such redevelopment project pursuant to CEQA.

Also in the event the General Plan Amendment does constitute a CEQA "project," the General Plan Amendment is categorically exempt from review under CEQA pursuant to State CEQA Guidelines Section 15305, Minor Alterations in Land Use Limitations, because the General Plan Amendment constitutes a minor alteration in land use limitations in areas with an average slope of less than 20%, which does not result in any changes in land use or density. None of the exceptions to the categorical exemption described in CEQA Guidelines Section 15300.2 apply.

SECTION 4. Based on the foregoing, the City Council adopts General Plan Amendment No. 1-24, consisting of the following:

A. The text of Implementing Policy LUR-P-29 on page 2-30 of the General Plan Land Use and Revitalization Element is hereby amended as follows (additions shown in in **bolded, underlined** font; deletions shown in ~~strikethrough font~~)):

> "Undertake planned development and specific plans for unique projects as a means to achieve high community standards, address neighborhood or significant site-specific issues, ensure compatibility between a number of uses, on large parcels, and when needed as part of a redevelopment or environmental remediation strategy. **Require submittal and approval of a specific plan prior to, or concurrently with, approval of development plans for any redevelopment of the site of an existing oil or petroleum refinery or associated use for a new use following cessation of refinery operations.**
>
> *Such areas that would benefit from a specific plan include the Shell Site**, the*** ~~*and*~~ *South Bay Pavilion**, the site of the Marathon/Tesoro oil refinery, and the site of the Phillips 66 oil refinery,*** *if redeveloped*."

B. Figure 2-3 (General Plan Land Use Diagram) on page 2-10 in the Land Use and Revitalization Element of the General Plan is hereby amended to do the following, as shown in the amended Figure 2-3 attached hereto as Exhibit "A" and incorporated herein by this reference: (i) delineate the area of the City that is located south of 223rd Street and east of Wilmington Avenue

as one or more "Potential Specific Plan Area(s)" using light blue dots according to the legend in said figure; and (ii) add an associated notation reading as follows: "Potential Specific Plan Area(s). See LUR-P-29, City Council Resolution No. 24-112."

For the avoidance of doubt, this amendment to Figure 2-3 is not intended to create a substantive requirement independent of LUR-P-29 as modified pursuant to subsection (A) of this Section 4, but rather is intended to maintain internal consistency of the General Plan and apprise readers of Figure 2-3 of the potential requirement of a Specific Plan pursuant to LUR-P-29 as modified pursuant to subsection (A) of this Section 4.

SECTION 5. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

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PASSED, APPROVED AND **ADOPTED** THIS 3rd DAY OF DECEMBER 2024.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

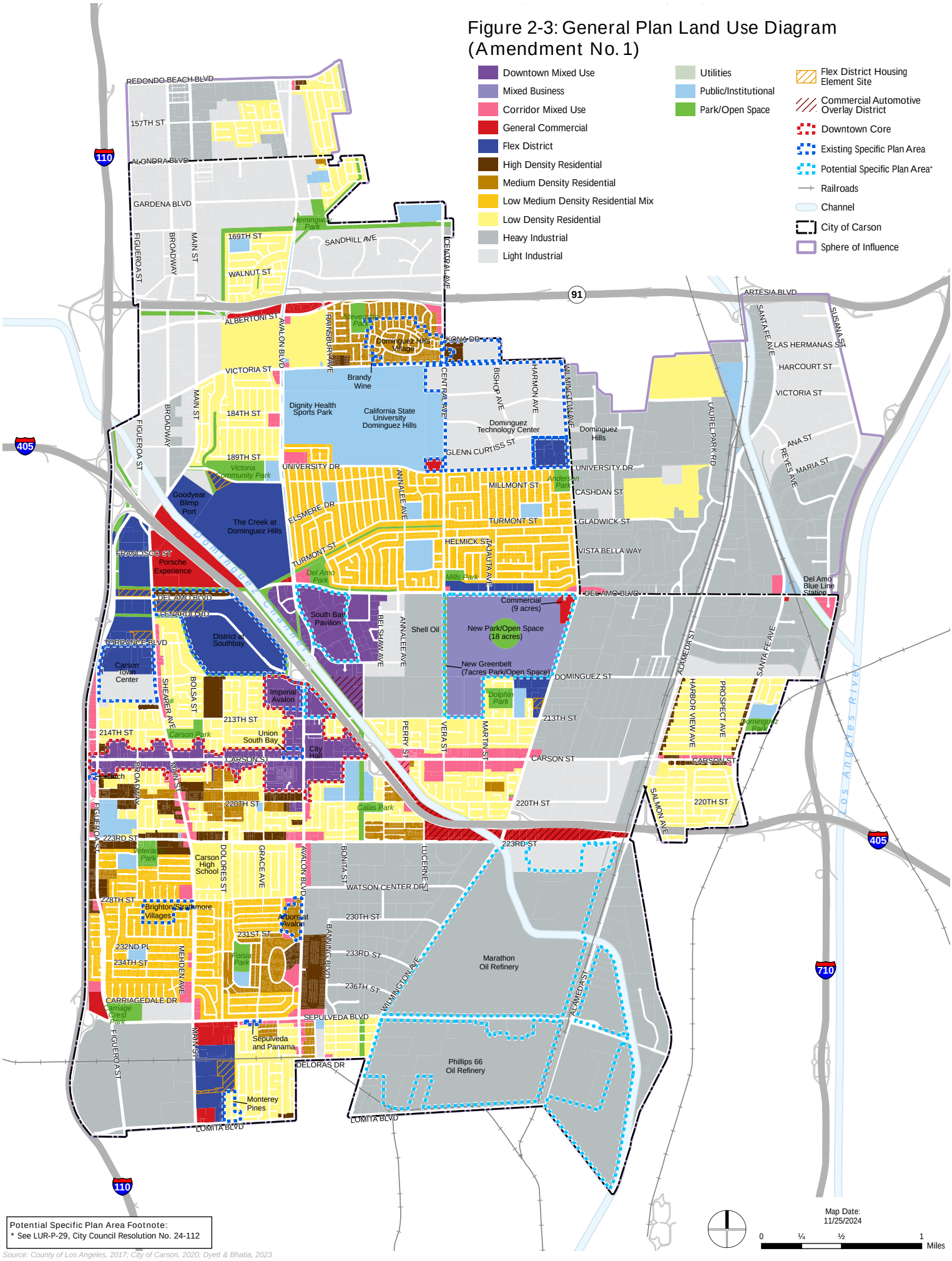
ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

Figure 2-3, General Plan Land Use Diagram (Amendment No.1)

Figure 2-3: General Plan Land Use Diagram (Amendment No. 1)



Potential Specific Plan Area Footnote:
* See LUR-P-29, City Council Resolution No. 24-112

Map Date: 11/25/2024

0 ¼ ½ 1 Miles

Source: County of Los Angeles, 2017; City of Carson, 2020; Dyett & Bhatia, 2023

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

SPECIAL ORDERS OF THE DAY 23.

To: Honorable Mayor and City Council

From: Saied Naaseh, Director of Community Development CD Administration

Subject: CONSIDER ADOPTION OF INTERIM URGENCY ORDINANCE NO. 24-2416U EXTENDING A TEMPORARY MORATORIUM ON CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS, AND DECLARING THE URGENCY THEREOF

I. SUMMARY

On November 6, 2024, the City Council adopted Ordinance No. 24-2414U with a 5-0 vote, enacting an interim urgency ordinance to establish a 45-day temporary moratorium on acceptance, processing and consideration of applications and approval and issuance of permits and entitlements for commercial or industrial redevelopment and subsequent use of current oil refinery sites within the City of Carson following cessation of refinery operations, and declaring the urgency thereof (Exhibit No. 1). On November 19, 2024, a "10-day report" was issued by the City Council with a 5-0 vote (Exhibit No. 2). The City Council will consider the extension of the moratorium which is subject of this report (Exhibit No. 3). The City Council is required to conduct a noticed public hearing to extend the temporary 45-day moratorium by adopting a new interim urgency ordinance, which would be valid for an additional 10 months and 15 days (until November 6, 2026). A four-fifths vote of the City Council is required for the approval of any extension.

II. RECOMMENDATION

WAIVE further reading and ADOPT Interim Urgency Ordinance No. 24-2416U, "AN INTERIM URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, EXTENDING A TEMPORARY MORATORIUM ON CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS, AND DECLARING THE URGENCY THEREOF."

III. ALTERNATIVES

TAKE such other action as the City Council deems appropriate, consistent with the requirements of law.

IV. BACKGROUND

Notices

A public hearing notice was published as required by law.

Temporary 45-Day Moratorium

The current Interim Urgency Ordinance No. 24-2414U will expire on December 21, 2024, if it is not extended by the City Council on or before that date.

10-Day Report

On November 19, 2024, the City Council issued the 10-Day Report on Interim Ordinance No. 24-2414U with a 5-0 vote. Ten days prior to the Ordinance expiring or the City extending the Ordinance (if sooner than the 45 days), the City Council is required to issue a written report "describing the measures taken to alleviate the condition that led to the adoption of the Ordinance." (Gov't Code §65858(d)).

As detailed in the 10-day report, since the adoption of Interim Urgency Ordinance No. 24-2414U, the City has begun the process of preparing, considering and adopting a General Plan Amendment that would expressly require the submission and approval of a specific plan prior to, or concurrently with, approval of development plans for any redevelopment of the site of an existing oil or petroleum refinery or associated use for a new use following cessation of refinery operations. The proposed General Plan Amendment was heard by the City's Planning Commission on November 12, 2024, and immediately following the hearing, the Planning Commission adopted a resolution recommending approval of the proposed General Plan Amendment by the City Council. The City Council is slated to consider the proposed General Plan Amendment for the first time on December 3, 2024, and may or may not see fit to take action on that date.

Additional Studies

The City has also begun the process of studying other potential General Plan and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites following cessation of Refinery Operations that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or subsequent use that may be proposed. However, in light of the complexity of the State and local laws governing this subject matter and the need to analyze such laws, and the need to analyze the land use and zoning regulations of other California cities in which refineries are located to determine what relevant regulations they may have in place, and given the potentially significant impact that approval of such a redevelopment or subsequent use under current regulations could have on the welfare of thousands of Carson residents, more time is required to adequately study and make recommendations concerning the potential amendments to City regulations that would alleviate those impacts. Completing the required analyses, as well as developing and implementing the appropriate modifications, is anticipated to take at least several months. Therefore, the initial 45 days' effectiveness of the moratorium enacted by Ordinance No. 24-2414U provides an insufficient amount of time to fully study and consider all the above, and any other impacts and relevant proposals.

Therefore, staff recommends the City Council, on an urgency basis, to extend, for 10 months and 15 days pursuant to Government Code Section 65858(a), the temporary prohibition on consideration of applications for and issuance of permits (including but not limited to demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variances, subdivisions, and other entitlements for use, associated with any proposed commercial or industrial redevelopment or subsequent use of Refinery Sites, as well as any construction activities that may occur pursuant to any such commercial or industrial redevelopment applications or permits, following cessation of Refinery Operations.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Interim Urgency Ordinance No. 24-2416U
2. 10 Day Report
3. Interim Urgency Ordinance No. 24-2414U

Attachments

CC Interim Urgency Ordinance No. 24-2416U.pdf
Ten Day Report on Ordinance No. 24-2414U (Refinery Redev. Moratorium_1032800.1).pdf
Ordinance No. 24-2414U.pdf

ORDINANCE NO. 24-2416U

AN INTERIM URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, EXTENDING A TEMPORARY MORATORIUM ON CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS, AND DECLARING THE URGENCY THEREOF

WHEREAS, the City of Carson ("City"), a charter city, has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City pursuant to its Charter and California Constitution Article XI, Section 7.

WHEREAS, pursuant to Government Code § 65858 and Charter Sections 313(F) and 316(4), on November 6, 2024, the City Council adopted Ordinance No. 24-2414U, an interim urgency ordinance to establish a 45-day temporary moratorium on acceptance, processing and consideration of applications and approval and issuance of permits and entitlements for commercial or industrial redevelopment and subsequent use of current oil refinery sites within the City of Carson following cessation of refinery operations, and declaring the urgency thereof.

WHEREAS, Government Code 65858(a) authorizes the City Council to extend a moratorium for a period of time not to exceed 10 months and 15 days after its original 45 day term upon notice and a public hearing, upon a four-fifths vote, and upon a finding that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare.

WHEREAS, pursuant to Government Code § 65858(d), the City Council issued its 10-day report on November 19, 2024, outlining what actions have been taken in furtherance of the goals of the moratorium.

WHEREAS, as detailed in the 10-day report, since the adoption of Interim Urgency Ordinance No. 24-2414U, the City has begun the process of preparing, considering and adopting a General Plan Amendment that would expressly require submittal and approval of a specific plan prior to, or concurrently with, approval of development plans for any redevelopment of the site of an existing oil or petroleum refinery or associated use for a new use following cessation of refinery operations. The proposed General Plan Amendment was heard by the City's Planning Commission on November 12, 2024, and immediately following the hearing, the Planning Commission adopted a resolution recommending approval of the proposed General Plan Amendment by the City Council. The City Council is slated to consider the proposed General Plan Amendment for the first time on December 3, 2024, and may or may not see fit to take action on that date. The City has also begun the process of studying other potential General Plan and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites following cessation of Refinery Operations that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or

subsequent use that may be proposed.[1] However, in light of the complexity of the State and local laws governing this subject matter and the need to analyze such laws, and the need to analyze the land use and zoning regulations of other California cities in which refineries are located to determine what relevant regulations they may have in place, and given the potentially significant impact that approval of such a redevelopment or subsequent use under current regulations could have on the welfare of thousands of Carson residents, more time is required to adequately study and make recommendations concerning the potential amendments to City regulations that would alleviate those impacts. Completing the required analyses, as well as developing and implementing the appropriate modifications, is anticipated to take at least several months. Therefore, the initial 45 days' effectiveness of the moratorium enacted by Ordinance No. 24-2414U provides an insufficient amount of time to fully study and consider all the above, and any other impacts and relevant proposals.

WHEREAS, the City Council finds that the conditions which necessitated Ordinance No. 24-2414U continue to exist, there remains a current and immediate threat as required by Government Code Section 65858(c), and City staff require more time to conduct the reviews and studies and develop the regulations as directed by Ordinance No. 24-2414U.

WHEREAS, the City Council now desires, on an urgency basis, to extend, for 10 months and 15 days pursuant to Government Code Section 65858(a), the temporary prohibition on consideration of applications for and issuance of permits (including but not limited to demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variances, subdivisions, and other entitlements for use, associated with any proposed commercial or industrial redevelopment or subsequent use of Refinery Sites, as well as any construction activities that may occur pursuant to any such commercial or industrial redevelopment applications or permits, following cessation of Refinery Operations.

WHEREAS, this Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858 and Charter Section 313(F) and 316(4), and may be introduced and adopted at the same meeting and be effective immediately upon adoption if passed by a four-fifths vote of the City Council.

WHEREAS, all legal prerequisites to the adoption of the Interim Urgency Ordinance have occurred. Prior to adoption of this Ordinance, on December 3, 2024, the City Council held a duly noticed public hearing in accordance with Government Code Section 65858(a).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals, and the third through the eighth recitals of Ordinance No. 24-2414U, are true and correct and are incorporated herein by this reference as findings of fact.

SECTION 2. CEQA.

[1] The terms "Refinery Sites" and "Refinery Operations," as used herein, shall have the same meanings ascribed to them in Ordinance No. 24-2414U.

Pursuant to CEQA Guidelines Section 15378, this Ordinance does not constitute a CEQA "project", because: (i) the whole of the action does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, which are required parts of the definition of "project" under CEQA Guidelines Section 15378(a), and because the action constitutes administrative or maintenance activities of the City, such as general policy and procedure making, which are excluded from the definition of project under CEQA Guidelines Section 15378(a). There is no redevelopment proposal related to the Refinery Sites currently on file or otherwise before the City for review or consideration, and this action merely ensures the City will have sufficient time to study and consider the general plan or zoning proposals referenced above without being obligated to approve any application that may be received in the interim, to ensure that if and when an application for redevelopment of the Refinery Sites for a new use following cessation of Refinery Operations is filed with the City, the City will have the appropriate authority to ensure the protection of public health, safety, welfare and the environment in connection with its review and processing of and decision upon such application(s).

In the event this Ordinance does constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because the action does not have the potential for causing a significant effect on the environment. "Significant effect on the environment" is defined in CEQA Guidelines Section 15382 as "a substantial, or potentially substantial, *adverse* change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance." (emphasis added). It can be seen with certainty that there is no possibility that this Ordinance may have a significant effect on the environment, because any potential change in any of the physical conditions within the area affected by the Ordinance would be favorable, not adverse, on the environment, in that the contemplated general plan and zoning proposals that the City is studying, by requiring approval of a cohesive specific plan or master plan for any new use of the Refinery Sites and rezoning Refinery Sites consistent with the General Plan thereby conferring greater discretion on the City to mitigate potential environmental impacts of such new uses, could only increase, and not in any way decrease, the potential that a proposed redevelopment of the Refinery Sites would constitute a discretionary project, within the meaning of Public Resources Code Section 21080(a), with respect to approval by the City, and that the City would therefore have authority to conduct environmental review of such project pursuant to CEQA and thereby take measures protect and improve the environment in connection with redevelopment of the Refinery Sites, whereas absent such regulations, the City may not have such authority over a proposed new by-right heavy industrial use or development of the Refinery Sites, and therefore without this ordinance could be obligated to approved such a new use or development without conducting CEQA review.

SECTION 3. URGENCY FINDINGS.

The City Council hereby finds and declares this Ordinance as an urgency measure necessary for the immediate preservation and protection of the public peace, health, safety and welfare. The facts constituting the urgency, in addition to the findings set forth above, are:

A. There is a current and immediate threat to public peace, safety, health, and welfare posed by the prospect of submittal to the City of an application for commercial or industrial redevelopment or subsequent use of the Refinery Sites following cessation of Refinery Operations under the City's current General Plan and zoning regulations, as further detailed below. In the event of such an application, absent effectiveness of the moratorium established by Ordinance No. 24-2414U as extended hereby and new or amended land use and zoning regulations resulting from the General Plan and zoning proposals being

studied, the approval of subdivisions, variances, demolition, grading and building permits, use permits, site plan and design/development and site plan and zoning compliance review permits/approvals, or any other applicable entitlement for use which is required for the City to comply with its Zoning Ordinance would result in that threat to public peace, health, safety and welfare.

B. The current Manufacturing-Heavy zoning designation applicable to the Refinery Sites permits a wide range of industrial and commercial uses by-right, consistent with the General Plan land use classification of Heavy Industrial, and to a lesser extent the General Plan land use classification of Light Industrial in the limited area where it applies south of 223rd St. and east of Wilmington Ave., and there is no requirement (unlike for the Shell Property) of a cohesive master or specific plan to outline long-term growth of the site and ensure compatibility with surrounding properties. Accordingly, in the event of an application for redevelopment of a Refinery Site for such a by-right use following cessation of Refinery Operations, the City may not have the discretion necessary to ensure the protection of public health, safety and welfare, including but not limited to environmental justice and compatibility with surrounding properties, in connection with the new proposed use or development of the Refinery Sites following cessation of Refinery Operations. For example, there are residential communities located immediately to the west and north of the Refinery Sites, and under the current regulations, the City would not have sufficient discretion and authority to ensure compatibility of the future use of the Refinery Sites with these residential communities and to ensure the future development and use of the Refinery Sites does not create adverse effects upon their public peace, health, safety and welfare.

C. Similarly, absent new or amended City General Plan and/or zoning regulations, the City may not have authority to conduct CEQA review of a project for redevelopment or subsequent use of a Refinery Site following cessation of Refinery Operations, as detailed in Section 2 above. As a result, such redevelopment could result in unknown and unmitigated significant adverse environmental effects, including but not limited to risks to the health and safety of the individuals who occupy the sites of the future developments and that of the residents of the surrounding communities. It is well-known that oil refineries utilize many industrial processes and toxic materials, and have the potential to severely contaminate the property on which they are located, including potential soil and groundwater contamination from refinery wastewater or other discharges and spills that may occur from or at the refinery. The Refinery Sites have generally been operated as oil refineries for many years – according to the California Energy Commission's webpage (https://www.energy.ca.gov/data-reports/energy-almanac/californias-petroleum-market/californias-oil-refineries/california-oil), the Tesoro Los Angeles Refinery began its operations (in Wilmington and/or Carson) in 1938 and the Phillips 66 Los Angeles Refinery began its operations (in Wilmington and/or Carson) in 1917, and therefore many of the Refinery Sites are likely contaminated, although environmental testing would be needed prior to approval of any redevelopment in order to determine the extent of any contamination and the necessary remedial or mitigation actions or measures or other necessary restrictions to ensure the redevelopment and subsequent use is safe for the workers and occupants of the sites and those in the surrounding areas. Ensuring the City has authority to conduct CEQA review over redevelopment projects and subsequent uses for the Refinery Sites will help ensure that any potential significant environmental impacts of any such proposed redevelopment are adequately studied, understood, made public, and mitigated to the extent feasible (unless a statement of overriding considerations is adopted or the project is exempt from CEQA) in accordance with CEQA prior to approval of any such redevelopment.

D. Redevelopment and subsequent use following cessation of Refinery Operations also implicates potential environmental justice issues. As stated in the General Plan Environmental Justice element, the census tracts located within the City to the west and north of the Refinery Sites (as well as

the Refinery Sites themselves, although unpopulated) are designated as SB 535 "Disadvantaged Communities," defined as an area identified by CalEPA or a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure or environmental degradation. These areas are majority-minority, low-income, and carry heavy pollution burdens. The areas to the south and east of the Refinery Sites are located within the City of Los Angeles. The General Plan and zoning proposals that are being studied and considered, or that the City intends to consider within a reasonable time, will help address the potential environmental justice issues associated with redevelopment of the Refinery Sites and ensure the protection of environmental justice consistent with the General Plan and applicable law.

E. In the absence of the moratorium established by Ordinance No. 24-2414U as extended hereby and modified local General Plan and/or zoning regulations applicable to the Refinery Sites that account for the real prospect of redevelopment of same for a new use as discussed above, the risk of adverse impacts to public peace, health, safety, and welfare, environmental justice, and environmental quality resulting from such redevelopment and new use of the Refinery Sites could be realized suddenly and dramatically in the event a by-right application is filed, particularly given the publicly-announced impending closure of the Phillips 66 Los Angeles Refinery and the possibility of an application being submitted prior to actual cessation of Refinery operations. Acting upon an application for a permit, subdivision, variance, or any other applicable entitlement for use for commercial or industrial redevelopment or subsequent use of the Refinery Sites under the City's current regulations could result in a severe negative impact upon the public peace, health, safety, and welfare in the City.

F. The City is considering and studying, or intends to consider and study within a reasonable time of adoption of this Ordinance, General Plan and zoning proposals applicable to the redevelopment and subsequent use of the Refinery Sites in order to protect and preserve the public health, safety and welfare of its residents, businesses and visitors against the risks and negative impacts associated with same, as discussed above.

G. The City's City Council and staff need time to study, develop, revise and complete the contemplated General Plan and zoning proposals before they can be adopted and implemented. Among other things, as noted above, additional information and studies are needed for the City to ascertain the precise boundaries and acreage of the Refineries with certainty; such information will help guide the City's preparation, consideration and action upon the contemplated General Plan and zoning proposals, including by enabling the City to have a better understanding of the potential impacts of a redevelopment or new use of such large oil refinery properties, which aside from the City's experience with the Shell Property, is unprecedented in the City's history.

H. This Ordinance is being adopted in order to allow the City time to thoroughly study, develop, revise, and adopt General Plan and zoning regulations related to potential redevelopment and subsequent of the Refinery Sites following cessation of Refinery Operations, to enable the City to adequately and appropriately protect and preserve the health, safety and welfare of the communities and residents of the City.

I. The commencement of new commercial or industrial uses or associated development and construction activities on the Refinery Sites, and the consideration of applications for approvals, permits and entitlements to engage in such new uses or development, may be in conflict with the contemplated General Plan and zoning proposals described above, and therefore there is a need to prohibit such activities temporarily to allow the City sufficient time to complete the necessary studies and take the

necessary actions to protect the public health, safety and welfare as it relates to redevelopment and subsequent use of the Refinery Sites following cessation of Refinery Operations.

J. As a result of the current and immediate threat that potential commercial or industrial redevelopment of the Refinery Sites poses to the public health, safety and welfare, it is necessary to adopt this ordinance extending the temporary 45-day moratorium established by Ordinance No. 24-2414U on such redevelopment and subsequent use in the City for an additional 10 months and 15 days, as detailed in Section 5 below.

K. The moratorium is immediately necessary to preserve the public peace, health, safety, and welfare, and should be adopted immediately as an urgency ordinance, to make certain that commercial and industrial redevelopment and subsequent use of the Refinery Sites following cessation of Refinery Operations is prohibited for the effective period of this Ordinance. Imposition of a moratorium will allow the City sufficient time to study and prepare to enact comprehensive General Plan and zoning actions and regulations applicable to redevelopment and subsequent use of the Refinery Sites.

SECTION 4. AUTHORITY AND EFFECT

A. Government Code Section 65858 expressly authorizes the City, in order to protect public safety, health, and welfare, to adopt an Urgency Ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a four-fifths vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended pursuant to Government Code Section 65858. Government Code Section 65858(a) provides that after notice pursuant to Government Code Section 65090 and public hearing, the legislative body may extend the interim ordinance for 10 months and 15 days, which is the authority for this ordinance.

B. Section 313(F) of the City's Charter provides that any urgency ordinance declared by the City Council as an urgency measure necessary for the immediate preservation of public peace, health or safety, and containing a statement of its urgency, may be introduced and adopted at one and the same meeting if passed by a two-thirds affirmative vote of the City Council. Section 316(4)-(5) of the City's Charter provides that an urgency ordinance adopted in the manner provided for in Section 313(F) of the Charter, and any other such ordinance authorized by state law, shall take effect immediately upon adoption.

SECTION 5. MORATORIUM

Subject to the Exemption in Section 6 below, during the effective period of this Ordinance, no consideration of any application for any permit (including but not limited to demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits; hereinafter, "Permit"), variance, subdivision, or other entitlement for use will be made, and no Permit, variance, subdivision, or other entitlement for use will be approved or issued by the City for any new commercial or industrial use, development or construction activity on any of the Refinery Sites or any portion thereof, and any such new use, development or construction activity is prohibited. The determination as to the precise boundaries of the Refinery Sites within the scope of this Ordinance shall be made by the Community Development Director or designee in his or her sole discretion (including on

a case-by-case basis if necessary pending a comprehensive determination), subject to the provisions of this Ordinance.

SECTION 6. EXEMPTION

This Ordinance does not apply to applications, Permits, variances, subdivisions, entitlements, uses, development, or construction activities on the Refinery Sites that relate to continuing Refinery Operations as opposed to any new use of the Refinery Sites following cessation of Refinery Operations.

SECTION 7. STUDY AND DEVELOPMENT

During the effective period of this Ordinance, the City shall study and consider proposed or potential General Plan, specific plan, and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites following cessation of Refinery Operations that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or subsequent use that may be proposed.

SECTION 8. CONSISTENCY WITH THE GENERAL PLAN

The City Council finds that this Ordinance is consistent with the General Plan, including the following goals and policies thereof:

A. LUR-G-12: Promote adaptive reuse and environmental remediation of brownfield sites.

B. LUR-G-13: Ensure adequate buffers and transitions between industrial and residential land use as sites are developed or redeveloped.

C LUR-G-14: Ensure that future industrial development is in harmony to the extent possible with adjacent residential areas.

D. LUR-P-24: Establish performance and development standards to allow a wide range of uses as long as those uses will not adversely impact adjacent uses.

E. LUR-P-29: Undertake planned development and specific plans for unique projects as a means to achieve high community standards, address neighborhood or significant site-specific issues, ensure compatibility between a number of uses, on large parcels, and when needed as part of a redevelopment or environmental remediation strategy.

F. CHE-G-1: Seek to improve Citywide health outcomes and reduce disparities between census tracts by focusing on prevention and interventions, and by addressing the root causes of health disparities and equities in Carson.

G. CHE-G-2: Reduce air pollution and the incidence of respiratory illness through the land use planning process.

H. CHE-G-4: Protect community health from pollution by toxics and hazardous materials, especially in areas with vulnerable or sensitive populations.

SECTION 9. **SEVERABILITY**

The City Council hereby declares that, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Ordinance and as such they shall remain in full force and effect.

SECTION 10. **PUBLICATION**

The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be published in a manner prescribed by law.

SECTION 11. **EFFECTIVENESS OF ORDINANCE**.

This Interim Urgency Ordinance shall take effect immediately upon its adoption pursuant to Charter Section 316(4) and Government Code Section 65858. This Ordinance shall be of no further force and effect ten (10) months and fifteen (15) days following the date of its adoption unless further extended in accordance with Government Code Section 65858(a). Not later than ten (10) days prior to the expiration of this Interim Urgency Ordinance, the City Council shall issue a written report as required by Government Code Section 65858(d).

[signatures on the following page]

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this 3rd day of December, 2024, by at least a four-fifths affirmative vote of the City Council.

APPROVED AS TO FORM: CITY OF CARSON:

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing ordinance, being Ordinance No. 24-2416U passed on this 3rd day of December, 2024 adopted by the Carson City Council at its meeting held on the 3rd day of December 2024, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
RECUSED: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

10-Day Report on Interim Ordinance No. 24-2414U

November 19, 2024

On November 6, 2024, pursuant to a 5-0 vote, the City Council of the City of Carson adopted Interim Urgency Ordinance No. 24-2414U (the "Ordinance"), which established a temporary 45-day moratorium on acceptance, processing and consideration of applications and approval and issuance of permits and entitlements for commercial or industrial redevelopment and subsequent use of current oil refinery sites within the City following cessation of refinery operations. The moratorium was enacted pursuant to Section 65858 of the California Government Code, took effect immediately, and will expire on December 21, 2024 unless extended by the Council.

The purpose of the moratorium is to allow the City time to study and consider proposed or potential General Plan, specific plan and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites (as defined in the Ordinance) following cessation of Refinery Operations (as defined in the Ordinance) that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or subsequent use that may be proposed.

Subdivision (d) of Section 65858 of the Government Code provides that "[t]en days prior to the expiration of that interim ordinance or any extension, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance." This report complies with the requirements of Government Code section 65858(d).

During the period the moratorium has been in place, the City has begun the process of preparing, considering and adopting a General Plan Amendment that would expressly require submittal and approval of a specific plan prior to, or concurrently with, approval of development plans for any redevelopment of the site of an existing oil or petroleum refinery or associated use for a new use following cessation of refinery operations. The proposed General Plan Amendment was heard by the City's Planning Commission on November 12, 2024, and immediately following the hearing, the Planning Commission adopted a resolution recommending approval of the proposed General Plan Amendment by the City Council. The City Council is slated to consider the proposed General Plan Amendment for the first time on December 3, 2024, and may or may not see fit to take action on that date.

If adopted as proposed (whether on December 3, 2024 or later), the General Plan Amendment would add another layer of City planning control, such that an applicant who seeks to redevelop an existing refinery site for a new use following cessation of refinery operations would be required to submit a proposed Specific Plan and go through the City's Specific Plan review and decision-making process in addition to the applicable use entitlement process (if any) and any other required approval process under the Carson Municipal Code (except to the extent the proposed Specific Plan, as approved, provides that it supersedes Carson Zoning Ordinance approval processes or requirements). This requirement would help ensure the City has the necessary authority to conduct CEQA review of such projects, and would also help ensure the City has the necessary Planning oversight and decision-making authority to require the redevelopment to be cohesive and compatible both within the site and with surrounding uses, such as (by way of example only) by requiring landscaped buffers and other project design features and other measures to avoid negative impacts on public health, safety, and welfare, including for the people who occupy the site of the redevelopment and the surrounding areas. In addition, the specific plan requirement

would ensure any redevelopment of such sites will be cohesive and compatible with surrounding areas, including existing or proposed residential areas that may be in the travel path of future development of such sites.

The City has also begun the process of studying other potential General Plan and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites following cessation of Refinery Operations that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or subsequent use that may be proposed. The proposed and potential amendments to the City's regulations will also seek to further the goals and policies of the General Plan. Such potential new or amended regulations that the City is studying include, without limitation, possible changes to the permitted uses of such properties. However, in light of the complexity of the State and local laws governing this subject matter and the need to analyze such laws, and the need to analyze the land use and zoning regulations of other California cities in which refineries are located to determine what relevant regulations they may have in place, and given the potentially significant impact that approval of such a redevelopment or subsequent use under current regulations could have on the welfare of thousands of Carson residents, the City staff believe that more time is required to adequately study and make recommendations concerning the potential amendments to City regulations that would alleviate those impacts.

Completing the required analyses, as well as developing and implementing the appropriate modifications, is anticipated to take at least several months. Therefore, the initial 45 days' effectiveness of the moratorium enacted by Ordinance No. 24-2414U provides an insufficient amount of time to fully study and consider all the above, and any other impacts and relevant proposals.

ORDINANCE NO. 24-2414U

AN INTERIM URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, TO ESTABLISH A TEMPORARY 45-DAY MORATORIUM ON ACCEPTANCE, PROCESSING AND CONSIDERATION OF APPLICATIONS AND APPROVAL AND ISSUANCE OF PERMITS AND ENTITLEMENTS FOR COMMERCIAL OR INDUSTRIAL REDEVELOPMENT AND SUBSEQUENT USE OF CURRENT OIL REFINERY SITES WITHIN THE CITY OF CARSON FOLLOWING CESSATION OF REFINERY OPERATIONS, AND DECLARING THE URGENCY THEREOF

WHEREAS, the City of Carson ("City"), a charter city, has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City pursuant to its Charter and California Constitution Article XI, Section 7.

WHEREAS, Government Code 65858 and Charter Sections 313(F) and 316(4) expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety and to prohibit a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time.

WHEREAS, there are multiple oil or petroleum refineries and related or supporting facilities or uses located in the City that are currently in operation, including but not limited to: (i) the Phillips 66 crude oil processing plant located on approximately 227 acres of land at 1520 E. Sepulveda Blvd. in the City of Carson, which serves as the front end of Phillips 66' Los Angeles Refinery and is connected via pipelines with a back-end refinery facility located five miles away in the Wilmington District of the City of Los Angeles; and (ii) the Tesoro petroleum refinery located on approximately 730 acres of land at 2350 East 223rd Street and/or 1801 E. Sepulveda Blvd. in the City of Carson, which is integrated with the Tesoro Los Angeles Refinery – Wilmington Operations located at 2101 East Pacific Coast Highway in the Wilmington District of the City of Los Angeles to collectively comprise the Tesoro Los Angeles Refinery. The current oil or petroleum refineries and oil or petroleum refinery-related or supporting facilities or uses in the City of Carson are located in and throughout (but not necessarily on each and every parcel in), the area of the City that is south of 223rd St. and east of Wilmington Ave. The properties on which these facilities or uses are located are collectively referred to herein as the "Refinery Sites," and individually as a "Refinery Site").[1]

WHEREAS, from time to time, oil refineries cease operations, as evidenced by the closure of the former Shell oil refinery located on Assessor's Parcel No. 7318-018-008 abutting Del Amo Blvd. and Wilmington Ave. in the City, which ceased operations in 1992 (the "Shell Property"). More recently, on October 16, 2024, Phillips 66 publicly announced that it will cease operations at its Los Angeles Refinery in the fourth quarter of 2025.

WHEREAS, the City is considering or studying, or intends to study within a reasonable time, General Plan, specific plan and/or zoning proposals to adopt new or amended land use and zoning

[1] The listed approximate acreage figures are from references contained in the City's General Plan Community Character and Design Element, and the listed street addresses are from information found via online google searches. Additional information and studies are needed for the City to ascertain the precise boundaries and acreage of the Refinery Sites with certainty.

regulations that would be applicable to redevelopment and subsequent use of the Refinery Sites following cessation of oil or petroleum refinery-related or supporting operations or uses ("Refinery Operations"), to ensure the protection of public peace, health, safety, and welfare, environmental quality, and environmental justice in connection with any such redevelopment.

WHEREAS, the City most recently updated its General Plan in April of 2023 by adopting the Carson 2040 General Plan. The General Plan land use classification for the Refinery Sites is generally Heavy Industrial, although certain limited areas are classified as Light Industrial. The zoning designation for the Refinery Sites pursuant to the Carson Zoning Ordinance is Manufacturing-Heavy. The Manufacturing-Heavy zoning designation permits a wide range of industrial and commercial uses by-right, consistent with the Heavy Industrial General Plan land use classification, and to a lesser extent the Light Industrial General Plan land use classification. Residential uses are prohibited on the Refinery Sites pursuant to the General Plan Heavy Industrial and Light Industrial land use classifications and the Manufacturing-Heavy zoning designation, and therefore are not the subject of this Ordinance. The General Plan accounts for potential redevelopment of the Shell Property by, among other things, providing that it is required to have a cohesive master plan or specific plan to outline long-term growth of the site and ensure compatibility with surrounding properties. However, the General Plan does not similarly account for the potential of redevelopment of the Refinery Sites.

WHEREAS, the City is currently studying a potential amendment to the General Plan to better ensure the protection of public health, safety and welfare in connection with the prospect of redevelopment of the Refinery Sites for a new use, including the possibility of requiring a cohesive specific plan or master plan to guide any redevelopment of the Refinery Sites, similar to what is currently provided for the Shell Property. The City is also studying or considering, or intends to consider within a reasonable time, related Zoning Ordinance/Zoning Code text and/or Zoning Map amendments including potential rezoning of the Refinery Sites consistent with the General Plan as part of the City's anticipated comprehensive Phase 2 Zoning Code Update, or separately therefrom.

WHEREAS, City staff requires time to study and develop appropriate regulations for redevelopment and subsequent use of the Refinery Sites following cessation of Refinery Operations, consistent with State and federal law.

WHEREAS, pursuant to the foregoing authority, the City Council desires, on an urgency basis, to temporarily prohibit acceptance and processing of applications for and issuance of permits (including but not limited to demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variances, subdivisions, and other entitlements for use, associated with any proposed commercial or industrial redevelopment or subsequent use of Refinery Sites, as well as any construction activities that may occur pursuant to any such commercial or industrial redevelopment applications or permits, following cessation of Refinery Operations.

WHEREAS, this Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858 (which applies to charter cities) and Charter Section 313(F) and 316(4), and may be introduced and adopted at the same meeting and be effective immediately upon adoption if passed by a four-fifths vote of the City Council

WHEREAS, all legal prerequisites to the adoption of the Interim Urgency Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals above are true and correct, and are incorporated herein by this reference as findings of fact.

SECTION 2. CEQA.

Pursuant to CEQA Guidelines Section 15378, this Ordinance does not constitute a CEQA "project", because: (i) the whole of the action does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, which are required parts of the definition of "project" under CEQA Guidelines Section 15378(a), and because the action constitutes administrative or maintenance activities of the City, such as general policy and procured making, which are excluded from the definition of project under CEQA Guidelines Section 15378(a). There is no redevelopment proposal related to the Refinery Sites currently on file or otherwise before the City for review or consideration, and this action merely ensures the City will have sufficient time to study and consider the general plan or zoning proposals referenced above without being obligated to approve any application that may be received in the interim, to ensure that if and when an application for redevelopment of the Refinery Sites for a new use following cessation of Refinery Operations is filed with the City, the City will have the appropriate authority to ensure the protection of public health, safety, welfare and the environment in connection with its review and processing of and decision upon such application(s).

In the event this Ordinance does constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because the action does not have the potential for causing a significant effect on the environment. "Significant effect on the environment" is defined in CEQA Guidelines Section 15382 as "a substantial, or potentially substantial, *adverse* change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance." (emphasis added). It can be seen with certainty that there is no possibility that this Ordinance may have a significant effect on the environment, because any potential change in any of the physical conditions within the area affected by the Ordinance would be favorable, not adverse, on the environment, in that the contemplated general plan and zoning proposals that the City is studying, by requiring approval of a cohesive specific plan or master plan for any new use of the Refinery Sites and rezoning Refinery Sites consistent with the General Plan thereby conferring greater discretion on the City to mitigate potential environmental impacts of such new uses, could only increase, and not in any way decrease, the potential that a proposed redevelopment of the Refinery Sites would constitute a discretionary project, within the meaning of Public Resources Code Section 21080(a), with respect to approval by the City, and that the City would therefore have authority to conduct environmental review of such project pursuant to CEQA and thereby take measures protect and improve the environment in connection with redevelopment of the Refinery Sites, whereas absent such regulations, the City may not have such authority over a proposed new by-right heavy industrial use or development of the Refinery Sites, and therefore without this ordinance could be obligated to approved such a new use or development without conducting CEQA review.

SECTION 3. URGENCY FINDINGS.

The City Council hereby finds and declares this Ordinance as an urgency measure necessary for the immediate preservation and protection of the public peace, health, safety and welfare. The facts constituting the urgency, in addition to the findings set forth above, are:

A. There is a current and immediate threat to public peace, safety, health, and welfare posed by the prospect of submittal to the City of an application for commercial or industrial redevelopment or subsequent use of the Refinery Sites following cessation of Refinery Operations under the City's current General Plan and zoning regulations, as further detailed below. In the event of such an application, absent this Ordinance and new or amended land use and zoning regulations resulting from the General Plan and zoning proposals being studied, the approval of subdivisions, variances, demolition, grading and building permits, use permits, site plan and design/development and site plan and zoning compliance review permits/approvals, or any other applicable entitlement for use which is required for the City to comply with its Zoning Ordinance would result in that threat to public peace, health, safety and welfare.

B. The current Manufacturing-Heavy zoning designation applicable to the Refinery Sites permits a wide range of industrial and commercial uses by-right, consistent with the General Plan land use classification of Heavy Industrial, and to a lesser extent the General Plan land use classification of Light Industrial in the limited area where it applies south of 223rd St. and east of Wilmington Ave., and there is no requirement (unlike for the Shell Property) of a cohesive master or specific plan to outline long-term growth of the site and ensure compatibility with surrounding properties. Accordingly, in the event of an application for redevelopment of a Refinery Site for such a by-right use following cessation of Refinery Operations, the City may not have the discretion necessary to ensure the protection of public health, safety and welfare, including but not limited to environmental justice and compatibility with surrounding properties, in connection with the new proposed use or development of the Refinery Sites following cessation of Refinery Operations. For example, there are residential communities located immediately to the west and north of the Refinery Sites, and under the current regulations, the City would not have sufficient discretion and authority to ensure compatibility of the future use of the Refinery Sites with these residential communities and to ensure the future development and use of the Refinery Sites does not create adverse effects upon their public peace, health, safety and welfare.

C. Similarly, absent new or amended City General Plan and/or zoning regulations, the City may not have authority to conduct CEQA review of a project for redevelopment or subsequent use of a Refinery Site following cessation of Refinery Operations, as detailed in Section 2 above. As a result, such redevelopment could result in unknown and unmitigated significant adverse environmental effects, including but not limited to risks to the health and safety of the individuals who occupy the sites of the future developments and that of the residents of the surrounding communities. It is well-known that oil refineries utilize many industrial processes and toxic materials, and have the potential to severely contaminate the property on which they are located, including potential soil and groundwater contamination from refinery wastewater or other discharges and spills that may occur from or at the refinery. The Refinery Sites have generally been operated as oil refineries for many years – according to the California Energy Commission's webpage (https://www.energy.ca.gov/data-reports/energy-almanac/californias-petroleum-market/californias-oil-refineries/california-oil), the Tesoro Los Angeles Refinery began its operations (in Wilmington and/or Carson) in 1938 and the Phillips 66 Los Angeles Refinery began its operations (in Wilmington and/or Carson) in 1917, and therefore many of the Refinery Sites are likely contaminated, although environmental testing would be needed prior to approval of any redevelopment in order to determine the extent of any contamination and the necessary remedial or mitigation actions or measures or other necessary restrictions to ensure the redevelopment and subsequent use is safe for the workers and occupants of the sites and those in the surrounding areas.

Ensuring the City has authority to conduct CEQA review over redevelopment projects and subsequent uses for the Refinery Sites will help ensure that any potential significant environmental impacts of any such proposed redevelopment are adequately studied, understood, made public, and mitigated to the extent feasible (unless a statement of overriding considerations is adopted or the project is exempt from CEQA) in accordance with CEQA prior to approval of any such redevelopment.

D. Redevelopment and subsequent use following cessation of Refinery Operations also implicates potential environmental justice issues. As stated in the General Plan Environmental Justice element, the census tracts located within the City to the west and north of the Refinery Sites (as well as the Refinery Sites themselves, although unpopulated) are designated as SB 535 "Disadvantaged Communities," defined as an area identified by CalEPA or a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure or environmental degradation. These areas are majority-minority, low-income, and carry heavy pollution burdens. The areas to the south and east of the Refinery Sites are located within the City of Los Angeles. The General Plan and zoning proposals that are being studied and considered, or that the City intends to consider within a reasonable time, will help address the potential environmental justice issues associated with redevelopment of the Refinery Sites and ensure the protection of environmental justice consistent with the General Plan and applicable law.

E. In the absence of modified local General Plan and/or zoning regulations applicable to the Refinery Sites that account for the real prospect of redevelopment of same for a new use as discussed above, the risk of adverse impacts to public peace, health, safety, and welfare, environmental justice, and environmental quality resulting from such redevelopment and new use of the Refinery Sites could be realized suddenly and dramatically in the event a by-right application is filed, particularly given the publicly-announced impending closure of the Phillips 66 Los Angeles Refinery and the possibility of an application being submitted prior to actual cessation of Refinery operations. Processing and acting upon an application for a permit, subdivision, variance, or any other applicable entitlement for use for commercial or industrial redevelopment or subsequent use of the Refinery Sites under the City's current regulations could result in a severe negative impact upon the public peace, health, safety, and welfare in the City.

F. The City is considering and studying, or intends to consider and study within a reasonable time of adoption of this Ordinance, General Plan and zoning proposals applicable to the redevelopment and subsequent use of the Refinery Sites in order to protect and preserve the public health, safety and welfare of its residents, businesses and visitors against the risks and negative impacts associated with same, as discussed above.

G. The City's City Council and staff need time to study, develop, revise and complete the contemplated General Plan and zoning proposals before they can be adopted and implemented. Among other things, as noted above, additional information and studies are needed for the City to ascertain the precise boundaries and acreage of the Refineries with certainty; such information will help guide the City's preparation, consideration and action upon the contemplated General Plan and zoning proposals, including by enabling the City to have a better understanding of the potential impacts of a redevelopment or new use of such large oil refinery properties, which aside from the City's experience with the Shell Property, is unprecedented in the City's history.

H. This Ordinance is being adopted in order to allow the City time to thoroughly study, develop, revise, and adopt General Plan and zoning regulations related to potential redevelopment and

subsequent of the Refinery Sites following cessation of Refinery Operations, to enable the City to adequately and appropriately protect and preserve the health, safety and welfare of the communities and residents of the City.

I. The commencement of new commercial or industrial uses or associated development and construction activities on the Refinery Sites, and the consideration and processing of applications for approvals, permits and entitlements to engage in such new uses or development, may be in conflict with the contemplated General Plan and zoning proposals described above, and therefore there is a need to prohibit such activities temporarily to allow the City sufficient time to complete the necessary studies and take the necessary actions to protect the public health, safety and welfare as it relates to redevelopment and subsequent use of the Refinery Sites following cessation of Refinery Operations.

J. As a result of the current and immediate threat that potential commercial or industrial redevelopment of the Refinery Sites poses to the public health, safety and welfare, it is necessary to adopt a temporary, forty-five (45) day moratorium on such redevelopment and subsequent use in the City, as detailed in Section 5 below.

K. The moratorium is immediately necessary to preserve the public peace, health, safety, and welfare, and should be adopted immediately as an urgency ordinance, to make certain that commercial and industrial redevelopment and subsequent use of the Refinery Sites following cessation of Refinery Operations is prohibited for the effective period of this Ordinance. Imposition of a moratorium will allow the City sufficient time to study and prepare to enact comprehensive General Plan and zoning actions and regulations applicable to redevelopment and subsequent use of the Refinery Sites.

SECTION 4. AUTHORITY AND EFFECT

A. Government Code Section 65858 expressly authorizes the City, in order to protect public safety, health, and welfare, to adopt an Urgency Ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a four-fifths vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended for an additional 10 months and 15 days.

B. Section 313(F) of the City's Charter provides that any urgency ordinance declared by the City Council as an urgency measure necessary for the immediate preservation of public peace, health or safety, and containing a statement of its urgency, may be introduced and adopted at one and the same meeting if passed by a two-thirds affirmative vote of the City Council. Section 316(4)-(5) of the City's Charter provides that an urgency ordinance adopted in the manner provided for in Section 313(F) of the Charter, and any other such ordinance authorized by state law, shall take effect immediately upon adoption.

SECTION 5. MORATORIUM

Subject to the Exemption in Section 6 below, during the effective period of this Ordinance, no application for any permit (including but not limited to applications for demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variance, subdivision, or other entitlement for use will be accepted or processed, no

consideration of any application for any permit (including but not limited to demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variance, subdivision, or entitlement for use will be made, and no permit (including but not limited to demolition, grading and building permits, site plan and design review permits/approvals, development and site plan review permits/approvals, zoning compliance review permits/approvals, and major and minor conditional use permits), variance, subdivision, or other entitlement for use will be approved or issued by the City for any new commercial or industrial use, development or construction on any of the Refinery Sites or any portion thereof, and any such new use, development or construction activity is prohibited. The determination as to the precise boundaries of the Refinery Sites within the scope of this Ordinance shall be made by the Community Development Director or designee in his or her sole discretion (including on a case-by-case basis if necessary pending a comprehensive determination), subject to the provisions of this Ordinance.

SECTION 6. EXEMPTION

This Ordinance does not apply to applications, permits, approvals, variances, subdivisions, entitlements for use, uses, or construction activities on the Refinery Sites that relate to continuing Refinery Operations.

SECTION 7. STUDY AND DEVELOPMENT

During the effective period of this Ordinance, the City shall study and consider proposed or potential General Plan, specific plan and/or zoning regulations related to commercial and residential development and subsequent use of the Refinery Sites following cessation of Refinery Operations that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality in connection with any such redevelopment or subsequent use that may be proposed.

SECTION 8. CONSISTENCY WITH THE GENERAL PLAN

The City Council finds that this Ordinance is consistent with the General Plan, including the following goals and policies thereof:

A. LUR-G-12: Promote adaptive reuse and environmental remediation of brownfield sites.

B. LUR-G-13: Ensure adequate buffers and transitions between industrial and residential land use as sites are developed or redeveloped.

C LUR-G-14: Ensure that future industrial development is in harmony to the extent possible with adjacent residential areas.

D. LUR-P-24: Establish performance and development standards to allow a wide range of uses as long as those uses will not adversely impact adjacent uses.

E. LUR-P-29: Undertake planned development and specific plans for unique projects as a means to achieve high community standards, address neighborhood or significant site-specific issues, ensure compatibility between a number of uses, on large parcels, and when needed as part of a redevelopment or environmental remediation strategy.

F. CHE-G-1: Seek to improve Citywide health outcomes and reduce disparities between census tracts by focusing on prevention and interventions, and by addressing the root causes of health disparities and equities in Carson.

G. CHE-G-2: Reduce air pollution and the incidence of respiratory illness through the land use planning process.

H. CHE-G-4: Protect community health from pollution by toxics and hazardous materials, especially in areas with vulnerable or sensitive populations.

SECTION 9. SEVERABILITY

The City Council hereby declares that, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Ordinance and as such they shall remain in full force and effect.

SECTION 10. PUBLICATION

The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be published in a manner prescribed by law.

SECTION 11. EFFECTIVENESS OF ORDINANCE.

This Interim Urgency Ordinance shall take effect immediately upon its adoption pursuant to Charter Section 316(4) and Government Code Section 65858. This Ordinance shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with Government Code Section 65858(a). Not later than ten (10) days prior to the expiration of this Interim Urgency Ordinance, the City Council shall issue a written report as required by Government Code Section 65858(d).

[signatures on the following page]

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this 6th day of November, 2024, by at least a four-fifths affirmative vote of the City Council.

APPROVED AS TO FORM: CITY OF CARSON:

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing ordinance, being Ordinance No. 24-2414U passed on this 6th day of November , 2024 adopted by the Carson City Council at its meeting held on the 6th day of November 2024, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
RECUSED: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

SPECIAL ORDERS OF THE DAY 24.

To: Honorable Mayor and City Council

From: Saied Naaseh, Director of Community Development CD Administration

Subject: CONSIDER FIRST READING OF ORDINANCE NO. 24-2417, ENTITLED, AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA APPROVING AN ECONOMIC DEVELOPMENT BENEFIT AGREEMENT NUMBER TWO WITH SOUTH BAY CARSON, LLC. (CITY COUNCIL)

I. SUMMARY

On February 15, 2022, City and Owner entered into that certain Economic Development Benefit Agreement ("Benefit Agreement Number One") based on the City's initial desire to have a Costco developed and operated on the property and providing for City to make certain payments to the owner as compensation for the development and operations of the Costco and for the owner otherwise satisfying its obligations under Benefit Agreement Number One. Benefit Agreement Number One remains in full force and effect.

The owner now wishes to pursue alternative opportunities for a Retail Facility or Facilities at the property to be developed and operated on the property. Retail Facility or Facilities is defined as one or more retail facilities located on the property (including, but not limited to, (i) a Sam's Club, Fred Meyer, Meijer, or BJ Wholesale Club, or (ii) any similar retail facility (or facilities) that are approved in writing by the City Manager based on direction from the City Council) comprising a retail and/or grocery store of at least 100,000 square feet of retail space. A Retail Facility or Facilities shall further exclude any discount stores (other than Sam's Club, Fred Meyer, Meijer, or BJ Wholesale Club which, for the avoidance of doubt, are not discount stores), including, but not limited to, by way of example, the following retailers: 99 (cents) Only, Dollar Tree, Dollar General, Family Dollar, Walmart, and Big Lots.

Under the Agreement, South Bay Carson, LLC is proposed to receive 65% of each dollar of sales tax revenues received by the City for the first 5 years. From year 6 until no later than 20 years from the commencement of the term of the Agreement, the subsidy to Sywest will be lowered to 55% of each dollar of sales tax revenue received by the City from the Property. The first $100,000 of sales tax revenue each year from retail sales on the Property goes directly to the City and is not subject to the sharing formula. The subsidy is capped at $18,000,000 maximum. As such, the Agreement terminates either in 20 years or when the $18,000,000 cap of sales tax rebate is reached.

The proposed Ordinance approves an Economic Development Benefit Agreement with the owner of property at 20151 South Main Street under which the City will rebate a portion of sales tax revenues generated from the property to foster development of "Retail Facility" or "Retail Facilities" at the property.

II. RECOMMENDATION

TAKE the following actions:

1. **OPEN** the public hearing; **TAKE** public testimony and accept any written and/or oral communications; AND **CLOSE** the public hearing; AND
2. **WAIVE** further reading and Introduce for first reaching Ordinance No. 24-2417, entitled "AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA APPROVING AN ECONOMIC DEVELOPMENT BENEFIT AGREEMENT NUMBER TWO WITH SOUTH BAY CARSON, LLC."

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

South Bay Carson, LLC (Sywest) owns property at 20151 South Main Street (Property), which is located within a former Carson Redevelopment Agency Project Area. Despite diligent efforts by the Carson Redevelopment Agency Board and staff to foster development of a beneficial end use for the Property, it has remained vacant for decades. In fact, the Property is currently being used as a temporary facility for the storage of vehicles as no other viable uses have been feasible.

Many projects proposed at the Property failed largely because the Property was part of the former Southwest Conservation Landfill, which accepted wastes similar to other former landfills in the immediate area that now have documented soil and groundwater contamination from metals and volatile and semi-volatile organics; therefore, the Property likely has similar contamination. The history of the Property and efforts to redevelop it makes it evident that development there for retail uses may not be economically feasible without some form of assistance from the City.

The City's Charter includes a comprehensive set of economic development incentives and programs to promote development given the unique environmental constraints in the City, to create jobs and to preserve the sound fiscal basis of the City. The City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources.

Additionally, Government Code Section 53803 authorizes the City to provide financial incentives to businesses to promote economic activity. Consistent with Section 53083 and City Charter Section 206, City staff and the City Attorney have negotiated an Economic Development Benefit Agreement (Agreement) with Sywest to promote the purposes of Section 206 of the Charter and via the sharing of proposed sales tax revenues generated from the Property. With the benefits provided in the Agreement, Sywest is negotiating with Retail Facility" or "Retail Facilities to locate sales tax generating facilities at the Property.

The purpose of the economic development incentive is to reduce the "feasibility gap" between the development on behalf of retail tenants, which typically pay lower rent to the property owner but provide other tangible benefits to the Carson community, versus industrial tenants who would pay a much higher rent to the property owner. Industrial development could potential be feasible on the property without any financial incentive from the City at all. The rebate to the property owner helps to equalize the value to the owner of the more desirable retail and make it economically feasible.

The Agreement contains additional benefits to the City, including an obligation by Sywest to include in all contracts (including leases) with other entities establishing and operating retail facilities to require that each such entity use reasonable efforts to recruit and hire local City residents for full- and part-time employment opportunities.

Consistent with Government Code Section 53083(a), a notice of public hearing describing the proposed economic benefits of the Agreement has been published by the City and a copy the notice and draft Agreement have been and will remain posted on the City's website throughout the term of the Agreement.

In accordance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 et seq.), and any applicable local CEQA policies and procedures, the Agreement is not a "project" for purposes of CEQA, as that term is defined by the CEQA Guidelines section 15378, because the Agreement merely contemplates a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project which may result in potentially significant physical impact on the environment, pursuant to Guidelines section 15378(b)(4), or alternatively, it constitutes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment pursuant to Guidelines section 15378(b)(5).

V. FISCAL IMPACT

The City of Carson is projected to receive approximately $24,000,000 in sales tax revenue over the life of the Agreement after computing the maximum subsidy to be paid of up to $18,000,000 by way of sales tax rebates.

VI. EXHIBITS

1. Draft Ordinance No 24-2417

   Attachment 1 – Economic Development Benefit Agreement

Attachments

CC SYWEST ORDINANCE NO. 24-2417.pdf

ORDINANCE NO. 24 -2417

AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA APPROVING AN ECONOMIC BENEFIT AGREEMENT NUMBER TWO WITH SOUTH BAY CARSON, LLC

WHEREAS, the City of Carson Charter at Section 206 authorizes a comprehensive set of economic development incentives and programs to promote development given the unique environmental constraints in the City of Carson, to create jobs and to preserve the sound fiscal basis of the City;

WHEREAS, the City's Charter powers include the authority to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales or other taxes to be shared with the generator;

WHEREAS, additionally, Government Code Section 53803 authorizes the City to provide financial incentives to businesses to promote economic activity;

WHEREAS, South Bay Carson, LLC (Sywest) owns property at 20151 South Main Street (Property), which is located within a former Carson Redevelopment Agency Project Area;

WHEREAS, despite diligent efforts by the Carson Redevelopment Agency Board and staff to foster development of a beneficial end use for the Property, it has remained vacant for decades. In fact, the Property is currently being used as a temporary facility for the storage of vehicles as no other viable uses have been feasible;

WHEREAS, many projects proposed at the Property failed due to the fact that the Property was part of the former Southwest Conservation Landfill, which accepted wastes similar to other former landfills in the immediate area that now have documented soil and groundwater contamination from metals and volatile and semi-volatile organics; therefore, the Property likely has similar contamination;

WHEREAS, given the history of the Property and efforts to redevelop it, the prospect of development there for retail uses is unlikely as it is not economically feasible without some form of assistance from the City;

WHEREAS, in accordance with the City's Charter powers and Government Code Section 53803, the City Council wishes to enter into an Economic Development Benefit Agreement Number Two (Agreement) with Sywest, a copy of which is attached hereto as Exhibit "A", to rebate a portion of sales taxes generated from the Property in an effort to foster development of retail facilities thereon;

WHEREAS, the Agreement specifically provides that the first $100,000 of sales tax revenue each year from retail sales on the Property goes directly to the City and is not subject to the sharing formula. Thereafter, Sywest is to receive 65% of each dollar of sales tax revenues received by the City for the first 5 years from retail sales at the Property, and thereafter, from year

6 until no later than 20 years from the commencement of the term of the Agreement, the subsidy to Sywest will be lowered to 55% of each dollar of sales tax revenue received by the City from the Property, which subsidy is capped at $18,000,000;

WHEREAS, On February 15, 2022, the City's Economic Development Commission considered the Economic Development Benefit Agreement Number One ("Original Agreement") for the development by Sywest of similar rail facilities, approved by the City Council on that same date, and unanimously found to be appropriate to recommend to the City Council for approval, and the current Agreement contains the same economic terms as the Original Agreement;

WHEREAS, in accordance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 et seq.), and any applicable local CEQA policies and procedures, the Agreement is not a "project" for purposes of CEQA, as that term is defined by the CEQA Guidelines section 15378, because the Agreement merely contemplates a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project which may result in potentially significant physical impact on the environment, pursuant to Guidelines section 15378(b)(4), or alternatively, it constitutes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment pursuant to Guidelines section 15378(b)(5); and

WHEREAS, on December 3, 2024, the City Council held a public hearing, duly noticed pursuant to Government Code Section 53803, and published on the City's website, including the information required by Section 53083, considered all written documentation and testimony provided at the hearing and closed the public hearing regarding the adoption of this Ordinance and approval of the Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing Recitals are true and correct and are incorporated herein as findings of fact.

SECTION 2. PUBLIC BENEFITS. The City Council finds that the Agreement serves valid public purposes and is consistent with the authority set forth in City of Carson Charter Section 206 and Government Code Section 53083 insofar as the Agreement fosters the development of a severely blighted, undeveloped and likely contaminated site. The Agreement further serves a public purpose by including an obligation that Sywest include in all contracts (including leases) with other entities establishing and operating retail facilities at the Property to require that each such entity use reasonable efforts to recruit and hire local City residents for full and part time employment opportunities.

SECTION 3. APPROVAL. In light of the strong public benefits served by the Agreement, the City Council hereby approves the Agreement in the form presented at the public hearing with this Ordinance, subject to approval as to the form of the final Agreement by the City Attorney.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid 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. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this 3rd day of December 2024.

_____
Mayor Lula Davis-Holmes

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT “A”

ECONOMIC BENEFIT AGREEMENT NUMBER TWO

[See following pages]

ECONOMIC DEVELOPMENT BENEFIT AGREEMENT NUMBER TWO

ARTICLE 1 PARTIES AND EFFECTIVE DATE.

1.1. **Parties.** This Economic Development Benefit Agreement Number Two **("Agreement")** is entered into on _____, 2024 by and between the CITY OF CARSON, a California municipal corporation **("City"),** and SOUTHBAY-CARSON, LLC, a California limited liability company **("Owner").** City and Owner are sometimes referred to individually as a **"Party"** and together as **"Parties"** herein.

1.2. **Effective Date.** This Agreement is dated for reference purposes only. This Agreement will not become effective until the date **("Effective Date")** on which both of the following are true: (i) this Agreement has been approved by the City Council following all legally required notices and hearings; and (ii) this Agreement has been executed by the appropriate authorities of City and Owner.

ARTICLE 2 RECITALS.

2.1. Owner owns that certain real property located at 20151 South Main Street, Carson, California, as such property is specifically described in **Exhibit A** attached hereto and incorporated herein **("Property").**

2.2. On November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources.

2.3. The incentives provided in this Agreement are intended by City to be consistent with and promote the purposes of Section 206 of the Charter via the sharing of Local Sales Tax Revenues (as defined below) for the purpose of encouraging Owner to attract and retain Retail Facilities (as defined below) within the City. This Agreement constitutes a "Tax and Assistance Agreement" and Owner shall be treated as a "generator" for purposes of Section 206 of the Charter.

2.4. Section 206 of the Carson Charter is consistent with Government Code section 53083 authorizing local agencies to provide economic development subsidies where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

2.5. City has determined that entering into this Agreement will provide significant ongoing public benefits to City and promote the public health, safety and welfare of the community by facilitating the opportunity to attract and retain Retail Facility(ies) within the City, thereby generating additional sales tax revenue and direct

and indirect new jobs for the City and area residents, and assisting City in maintaining a jobs/housing balance within the City, thereby creating social, economic and environmental benefits. The City has further determined that this Agreement will allow for the redevelopment of an organic landfill site, which otherwise would not be developable as a Retail Facility development. Specifically, the Property is identified as having been the former Southwest Conservation Landfill, which accepted wastes similar to other former landfills in the immediate area that now have documented soil and groundwater contamination from metals and volatile and semi-volatile organics; therefore, the Property likely has similar contamination. The total refuse disposed on the Property was approximately 1 million cubic yards, and 9 million gallons of liquid wastes were disposed over 22 acres to a maximum depth of 50 feet bgs. There is a methane gas monitoring system on the Property and has been in operation since the late 1970s or very early 1980s, prior to the drive-in operation. Accordingly, City has also determined that its entry into this Agreement serves a significant public purpose, while providing only incidental benefits to a private party, is consistent with Section 206 of the Carson Charter and noticed Government Code section 53083.

2.6. The Property is located within a former Carson Redevelopment Agency Project Area. Despite diligent efforts by the Carson Redevelopment Agency Board and staff to foster development of a beneficial end use for the Property, it has remained vacant for decades. Many proposed projects failed due to the nature of the Property as a former landfill. As such, the City Council finds that commercial development of the Property for retail uses is not economically feasible without the benefits provided by this Agreement.

2.7. On or about February 15, 2022, City and Owner entered into that certain Economic Development Benefit Agreement ("Benefit Agreement Number One") based on the City's initial desire to have a Costco developed and operated on the Property and providing for City to make certain City Payments (as defined therein) to Owner as compensation for the development and Operations (as defined therein) of the Costco and for Owner otherwise satisfying its obligations under Benefit Agreement Number One. Benefit Agreement Number One remains in full force and effect.

2.8. City and Owner now wish to have Owner pursue alternative opportunities for a Retail Facility (as defined below) at the Property to be developed and operated on the Property. To accomplish the foregoing desire of City, Owner has taken a number of steps to diligently and in good faith pursue development of a Retail Facility by, among other things, submitting a development application to City for the approval of a project encompassing a Retail Facility. Provided, however, while Owner is committed to using its diligent and good faith efforts to facilitate development and Operations (as defined below) of a Retail Facility, the Parties recognize that market realities and related considerations require a flexible entitlement strategy, which will be set forth in more detail in the Specific Plan.

2.9. Any Retail Facility developed and operated on the Property shall be vetted so as to avoid, whether directly or indirectly, the payment, transfer, diversion, or rebate of any tax revenue resulting from the imposition of a sales and use tax under the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code) for any purpose so as to trigger the prohibitions of Government Code Section 53084.5.

2.10. This Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **("CEQA")**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the **"Guidelines**"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement constitutes a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project which may result in potentially significant physical impact on the environment, pursuant to Guidelines section 15378(b)(4), or alternatively, it constitutes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment pursuant to Guidelines section 15378(b)(5).

2.11. City, in consideration of the additional Local Sales Tax Revenues to be collected and remitted by any Retail Facility for the benefit of City, which City would not otherwise realize if the Property were used only for non-Sales Tax producing purposes, desires to provide City Payments (as defined below) to Owner as compensation for Operations of Retail Facility(ies) being established (whether through the development and operation by Owner and/or by tenant(s) of Owner) and for Owner otherwise satisfying its obligations under this Agreement.

2.12. City shall make the City Payments in accordance and subject to the terms of this Agreement.

2.13. City and Owner desire to enter into this Agreement for the purposes described above.

ARTICLE 3 DEFINITIONS.

3.1. **Definitions.** Unless the context otherwise requires, the terms defined in this Article 3 shall, for all purposes, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein, have the meanings defined herein; the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

3.1.1 **"Agreement"** shall have the meaning set forth in Section 1.1.

3.1.2 **"Annual Retained Amount"** shall have the meaning set forth in Section 4.2.3.

3.1.3 **"Business Day"** means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California (including the City) and/or City, State, or Federal offices are closed.

3.1.4 **"CDTFA"** means the California Department of Tax and Fee Administration and any successor agency.

3.1.5 **"CEQA"** shall have the meaning set forth in Section 2.7.

3.1.6 **"City"** shall have the meaning set forth in Section 1.1 and shall include any nominee, assignee or successor to City's rights, powers and responsibilities.

3.1.7 **"City Payment"** means, with respect to a particular Fiscal Quarter within the Term, the sum total amount of City's "Location Payment Obligation" (LPO), as defined in Section 3.1.23, for such Fiscal Quarter.

3.1.8 **"City Payments**" means each and every City Payment, collectively.

3.1.9 **"Costs"** shall have the meaning set forth in Section 6.16.

3.1.10 **"Data and Documentation"** shall have the meaning set forth in Section 4.1.2.

3.1.11 **"Default Rate"** shall mean a per annum rate of interest equal to six percent (6%) over the Secured Overnight Financing Rate, but not to exceed the maximum permitted by law.

3.1.12 **"Dispute Notice"** shall have the meaning set forth in Section 6.17.

3.1.13 **"DIR"** shall have the meaning set forth in Section 4.1.2.

3.1.14 **"Effective Date"** shall have the meaning set forth in Section 1.2.

3.1.15 **"Event of Default"** shall have the meaning set forth in Section 4.10.

3.1.16 **"Fiscal Quarter"** means each three-month period within the Term commencing on February 1, May 1, August 1, or November 1, and ending on, as applicable, the immediately following April 30, July 31, October 31, or January 31.

3.1.17 **"Force Majeure Delay"** or **"Force Majeure Event"** shall have the meaning set forth in Section 6.13.

3.1.18 **"Guidelines"** shall have the meaning set forth in Section 2.7.

3.1.19 **"Job Recruitment Fairs"** shall have the meaning set forth in Section 4.9.1.

3.1.20 **"Local Sales Tax Revenues"** means that portion of the Sales Tax, if any, paid by any Retail Facility upon taxable sales and uses attributable to the operation of the Retail Facility and which is allocated and paid to City pursuant to the Sales Tax Law. Provided, however, that Local Sales Tax Revenues shall not include (i) any Sales Tax levied by, collected for or allocated to the State of California, the County of Los Angeles, or a district or any entity (including an allocation to a statewide or countywide pool) other than the City, (iii) any administrative fee charged by the CDTFA, (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except City's) law, rule, or regulation and thus not received by or retained by City unless any such offsetting credit is ultimately received by City, (v) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State of California) or set aside and/or required by the State of California to be pledged to a specific use other than for deposit into or

payment from City's general funds. The California Legislature might provide for the payment to City of some form of revenues for the purpose of offsetting any losses City has suffered in Local Sales Tax Revenues resulting from the enactment of state legislation (e.g., the "triple flip" legislation). The Parties agree that should the California Legislature provide for such offsetting revenues, then any such offsetting revenues which are (i) intended to offset the loss of Sales Tax Revenues to City as a result of changes in law, and (ii) actually received by City, and (iii) not subject to any restrictions on use beyond those which are otherwise generally applicable to Sales Tax Revenues received by California municipalities, shall be deemed to be "Local Sales Tax Revenues" within the meaning of this Agreement; provided however, that should any such legislative change cause an increase in Sales Tax Revenues to make up for other funding eliminated or reduced from City, the Parties shall adjust the Location Payment Obligation and/or eliminate the Annual Retained Amount as necessary to account for such impact so that the Parties are made whole and neither Party receives any windfall or is prejudiced relative to the other Party by such change.

3.1.21 **"Local Sales Tax Revenue Commencement Date**" shall mean the date that the Retail Facility commences Operations at the Property.

3.1.22 **"Location Payment Obligation"** or **"LPO"** means, as to a particular Fiscal Quarter during the Term, an amount equal to:

(i) sixty-five percent (65%) of each dollar of Local Sales Tax Revenues received by City for each Fiscal Quarter commencing upon the Local Sales Tax Revenue Commencement Date until the fifth (5th) anniversary of the Local Sales Tax Revenue Commencement Date and, thereafter,

(ii) an amount equal to fifty-five percent (55%) of each dollar of Local Sales Tax Revenues received by City for each Fiscal Quarter until the end of the Term.

The calculation of the LPO shall be based on the remaining Local Sales Tax Revenues after deducting once annually the Annual Retained Amount set forth in Section 4.2.3 from Sales Tax Revenues in the first Fiscal Quarter following the Local Sales Tax Revenue Commencement Date and in the same such Fiscal Quarter in each following year during the Term (and if the Annual Retained Amount is not fully deducted in the first such Fiscal Quarter, then with deductions of remaining amounts in each following Fiscal Quarter until City has deducted the total Annual Retained Amount).

3.1.23 "**Maximum City Payment Amount**" means payment of the City Payments totaling Eighteen Million Dollars ($18,000,000).

3.1.24 **"Minor Amendment"** means any limited technical correction, or not-substantive modification of this Agreement, as determined by the City Manager and City Attorney.

3.1.25 **"Opening of the Retail Facility"** means the first date that the Retail Facility commences Operations on the Property.

3.1.26 **"Operation(s)"** means the Retail Facility is open, operating and generating Retail Sales.

3.1.27 **"Owner"** shall have the meaning set forth in Section 1.1.

3.1.28 **"Party"** or **"Parties"** shall have the meaning set forth in Section 1.1.

3.1.29 "**Permitted Closure**" shall mean: (1) a closure lasting less than three hundred sixty-five days (365) days regardless of the reason; (2) a Force Majeure Event impacting the Retail Facility; (3) a casualty event provided that the Owner or operator of the Retail Facility are proceeding with the repair and/or reconstruction of the Retail Facility within a commercially reasonable time period; (4) Owner notifies City that it intends to replace the Retail Facility with a warehouse store of similar size and a demonstrated record of producing Sales Tax and that otherwise that meets the definition of a Retail Facility, (5) a temporary taking lasting less than eighteen (18) months, or (6) any closure of the Retail Facility that is permitted pursuant to the terms of the Retail Facility Lease.

3.1.30 **"Prevailing Wage Law"** shall have the meaning set forth in Section 4.1.2.

3.1.31 "**Project Approvals**" shall mean a development application for a General Plan Amendment, a Specific Plan and related entitlements.

3.1.32 "**Prohibited Financial Assistance**" shall have the meaning set forth in Section 4.1.1.

3.1.33 **"Property"** shall have the meaning set forth in Section 2.1.

3.1.34 **"Public Records Act"** shall have the meaning set forth in Section 6.12.

3.1.35 **"Resolution Period"** shall have the meaning set forth in Section 6.17.

3.1.36 **"Retail Facility" or "Retail Facilities"** means one or more retail facilities located on the Property (including, but not limited to, (i) a Sam's Club, Fred Meyer, Meijer, or BJ Wholesale Club, or (ii) any similar retail facility (or facilities) that are approved in writing by the City Manager based on direction from the City Council of the City) comprising a retail and/or grocery store of at least one hundred thousand (100,000) square feet of retail space on the Property at which Retail Sales and other sales transactions are consummated pursuant to the Sales Tax Law. A Retail Facility may include a warehouse component, but shall not include any facility used primarily for non-Retail Sales as part of warehousing, distribution, logistics, fulfillment or manufacturing facilities, e-commerce or internet sales or any so called "last mile" distribution facilities, but shall exclude any retail facility transferred from other locations within the City or new branches of retail facilities already located in the City whether as of the Effective Date of this Agreement or after. A Retail Facility shall further exclude any discount stores (other than Sam's Club, Fred Meyer, Meijer, or BJ Wholesale Club which, for the avoidance of doubt, are not discount stores), including, but not limited to, by way of example, the following retailers: 99 (cents) Only, Dollar Tree, Dollar General, Family Dollar, Walmart, and Big Lots.

3.1.37 **"Retail Facility Lease"** means the lease between Owner and the Retail Facility to conduct the Operations at the Property.

3.1.38 **"Retail Sales," "Sale "** or **"Sales"** means all sales of tangible personal property, taxable food, beverage, and vehicle fuel or energy source (including, but not limited to, electrical charging stations) sold to any person or entity at the Retail Facility, online or virtually and attributable to the Retail Facility and thereby subject to Sales Tax in the City of Carson following the Opening of the Retail Facility and which generates Local Sales Tax Revenues.

3.1.39 **"Sales Tax"** means all sales and use taxes levied under the authority of the Sales Tax Law, excluding amounts to be refunded to the Retail Facility because of an overpayment of Sales Tax.

3.1.40 **"Sales Tax Law"** means (i) California Revenue and Taxation Code Section 6001 *et seq.,* and any successor law thereto, including the Bradley-Burns Uniform Local Sales and Use Tax Law (Revenue and Taxation Code Section 7200 et seq.), and any successor law thereto, (ii) any legislation allowing City or other public agency with jurisdiction in City to levy any form of Sales Tax, and (iii) regulations of the CDTFA and other binding rulings and interpretations relating to (i) and (ii) hereof; provided that "Sales Tax Law" shall not include any local transaction and use tax adopted by City, with approval by City voters, pursuant to Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code, and Section 7285.9 of the California Revenue and Taxation Code.

3.1.41 "**Secured Overnight Financing Rate**" shall mean the rate of interest per annum equal to the secured overnight financing rate on the applicable business day of determination, published by the Federal Reserve Bank of New York, currently at https://www.newyorkfed.org/markets/reference-rates/sofr (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time) as the current "30-Day Average".

3.1.42 **"Specific Plan"** shall mean that certain policy and planning document to be considered and adopted by City as part of the development application referenced in Section 4.1.1, which would govern development of the proposal for the Retail Facilities, and any other use.

3.1.43 **"Term"** shall mean that period commencing on the Effective Date and ending on the twentieth (20th) anniversary of the Local Sales Tax Revenue Commencement Date; provided that this Agreement shall terminate earlier upon (i) the permanent closure of the Retail Facility, unless due to a Permitted Closure, (ii) the receipt by Owner of the Maximum City Payment Amount; or (iii) the date on which this Agreement is terminated pursuant to the specific provisions of this Agreement, whichever occurs first. The Term shall be subject to the Tolling Period as specified in the Agreement. If within one (1) year of the Effective Date the Owner is unable to obtain, using reasonable and good faith efforts, a binding commitment from Retail Facility to construct and open a retail facility, then the Owner, at its option, shall have the right to terminate this Agreement by sending written notice to the City.

3.1.44 "**Third Party Claim**" shall have the meaning set forth in Section 6.14.

3.1.45 **"Tolling Period"** shall mean any period during which a Force Majeure Event or a Permitted Closure is ongoing, during a Resolution Period, or any other event during which City Payments are not being made for a reason out of Owner's control.

ARTICLE 4 LOCATION AND OPERATION; CITY PAYMENTS

4.1 Covenants of Owner.

4.1.1 *Location and Operation Covenant.* Owner hereby represents that it is seeking to facilitate the development and Operations of the Retail Facility within the jurisdictional boundaries of the City. To this end, Owner, as of the Effective Date, has already submitted the Project Approvals, including the payment by Owner of applicable fees therefor, which incorporates the proposal for the Retail Facility. Owner intends to diligently pursue the Project Approvals from City in accordance with the applicable requirements of the Carson Zoning Ordinance and other applicable laws and regulations.

During the Term, Owner may not receive any Prohibited Financial Assistance (as defined below) from another competing jurisdiction to construct, open and operate a Retail Facility in the competing jurisdiction if the competing Retail Facility will result in the reduction of the Local Sales Tax Revenues. During the Term, City shall not provide any Prohibited Financial Assistance to any project or developer within its jurisdiction that will result in the reduction of the Local Sales Tax Revenues.

For purposes of this Section 4.1.1, the term **"Prohibited Financial Assistance"** shall mean any direct or indirect payment, subsidy, or other similar monetary benefit, including, without limitation, payment of land subsidies, relocation expenses, financial incentives, public financings, tax and assistance agreement, property or sales tax relief, relief from public improvement obligations, and payment for public improvements to or for the benefit of Owner, where the aforementioned is solely to assist with the creation of a competitive Retail Facility within 10 miles of the Retail Facility that is subject to this Agreement; provided, however, that participation in an Enhanced Infrastructure Financing District shall not be treated as Prohibited Financial Assistance.

4.1.2 *Retail Facility Lease Covenants.* Owner shall use commercially reasonable, good faith efforts to cause the Retail Facility Lease to include the following covenants:

(i) The Retail Facility operator shall conduct its respective operations in accordance with all applicable provisions of local, state and federal law.

(ii) The Retail Facility operator shall authorize the California State Franchise Board to provide to City and Owner, access to sales and/or use tax records for the Retail Facility operator business located on the Property and shall sign any required documentation indicating its consent to facilitate such disclosure to City and Owner.

(iii) The Retail Facility operator will provide Owner and City copies of its quarterly sales tax reports for the relevant Retail Facility (collectively, **"Data and Documentation"**) provided to the

CDTFA, which set forth the amount of Sales Taxes paid by each such Retail Facility to the CDTFA during the Fiscal Quarter arising from the Operation of the relevant Retail Facility. Specifically, the Retail Facility operator shall provide to the Owner and the City *Schedule C - Detailed Allocation By Location Of Sales And Use Tax Transactions* that it filed with the CDFTA. In each Schedule C, the Retail Facility operator shall separately state the Sales Taxes paid for its Retail Facility located on the Property. Notwithstanding anything to the contrary in the foregoing, in the event of a dispute regarding the Local Sales Tax Revenues from a Retail Facility, City may, at its sole expense and pursuant to all applicable laws and regulations, seek to compel the relevant entity to provide any such additional information and Retail Facility shall cooperate with City related to such request. City acknowledges and agrees that the Data and Documentation provided by each such entity is confidential and shall be treated by City as confidential material for purposes of Section 6.12.

(iv) The Retail Facility shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction pertaining to the relevant Retail Facility must be paid the prevailing per diem wage rate for their labor classification under Labor Code Section 1720 *et seq.* and implementing regulations **("Prevailing Wage Law")** and should any third party, including, without limitation, the Director of the Department of Industrial Relations **("DIR")**, bring a claim that Owner or the entity establishing and Operating a Retail Facility is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then the entity establishing and Operating a Retail Facility shall (with counsel reasonably acceptable to City) indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature), liabilities, damages, penalties or other proceedings, and shall assume all obligations and liabilities (if any) for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law.

4.2. **Payment of City Payment.**

4.2.1 *Sales Tax Payments.* In consideration of the substantial benefits to City from the development of Retail Facilities, City shall pay to Owner the City Payments described below. City Payments shall be made from any source available to City, in quarterly installments beginning with Local Sales Tax Revenue Commencement Date until the expiration of the Term of this Agreement. The Term shall be extended by the length of any Tolling Period. The Local Sales Tax Revenues generated by the Property for City's benefit as a result of the location by Owner of Retail Facilities will be directly related to the covenants agreed to by Owner in this Agreement, which covenants shall terminate and be of no further force or effect in any year in which City fails to pay to Owner the City Payments, following notice by Owner to City and an opportunity to cure pursuant to Section 4.10.2. The City Payments have been derived by allocating to Owner a percentage of the direct annual fiscal benefits accrued by City as a result of this Agreement. Accordingly, City is deemed to have received annual benefit in exchange for its entry into this Agreement.

4.2.2 *Separate Accounting.* During the Term, City shall separately track all the Local Sales Tax Revenues and segregate those funds in its bookkeeping ledger, so that the same can be easily audited, the City Payments can be accurately calculated, and the City is able to ensure the availability of said funds to make the obligated City Payments.

4.2.3 *Process.* Within forty-five (45) days following City's receipt of any and all Local Sales Tax Revenues applicable to such Fiscal Quarter and upon satisfaction of the remaining conditions set forth in Section 4.2.4, City will determine and pay to Owner the City Payment due for such Fiscal Quarter. The first one hundred thousand dollars ($100,000.00) of Local Sales Tax Revenues collected by City from Retail Facilities each year of the Term **("Annual Retained Amount")** shall be retained by City in its entirety from the Local Sales Tax Revenues from the First Fiscal Quarter and, if insufficient to fully pay the Annual Retained Amount, the following Fiscal Quarter or Quarters, as necessary, and shall be retained until City has reached the Annual Retained Amount. Thereafter, City shall make the City Payment on any remaining Local Sales Tax Revenues for that Fiscal Quarter and the following Fiscal Quarters for that year. City's obligation to pay the City Payment to Owner shall apply to each Fiscal Quarter or portion thereof during the Term and shall terminate at the end of the Term, provided that the obligation of City to pay the City Payments and all other amounts payable to Owner under this Agreement for all Fiscal Quarters or portions thereof occurring during the Term shall, together with all provisions for the benefit of Owner required or reasonably necessary to enforce such payment requirements, survive the termination of this Agreement. Each City Payment shall be accompanied by a statement setting forth the calculations made to determine the amount of such disbursement and setting forth all disbursements made to date, subject to any restrictions imposed by CDTFA regarding the disclosure of such information to third-parties. With each City Payment, City shall provide a full accounting on the Local Sales Tax Revenues received from the state, including the Sales Tax documentation it received from the state for each Retail Facility on the Property. City shall also provide the documentation showing the Annual Retained Amount, Local Sales Tax Revenues received, and the calculation of the City Payment with each quarterly payment.

4.2.4 *Conditions Precedent to City Payments.* For each Fiscal Quarter within the Term, City's obligations to make any City Payments to Owner hereunder are expressly contingent upon, and only upon, the satisfaction of the following conditions precedent in each Fiscal Quarter:

(i) City has received from the Retail Facility, Owner or the State of California sufficient information, so that it can accurately calculate the Local Sales Tax Revenues; and

(ii) City's receipt of Local Sales Tax Revenues from the State of California.

City shall exercise diligent and good faith, reasonable efforts to promptly obtain Local Sales Tax Revenues from the State of California. Should City reasonably determine that the condition precedent set forth in subsections (i) and (ii) above have not been satisfied for the relevant Fiscal Quarter, then City may delay making the City Payment to Owner for such Fiscal Quarter until such condition precedents are met. If City elects to so delay such City Payment, City must promptly give Owner written

notice pursuant to Section 6.8 in reasonably sufficient detail of the basis for City's allegation that the condition precedents have not been fulfilled and cooperate with Owner's efforts to obtain the necessary information. Upon satisfaction of the condition in subsections (i) and (ii), City shall be obligated to pay all previously unpaid City Payments to Owner within thirty (30) days. Notwithstanding anything to the contrary in the foregoing, if City improperly delays making the relevant City Payment under this Section 4.2.4, then City shall, in addition to making the required City Payment, pay interest at the Default Rate until paid all sums due and owing are paid.

4.3. **Adequate Consideration.**

4.3.1 Each City Payment due and payable hereunder shall constitute the total payment to Owner for the Fiscal Quarter to which it relates. The Parties hereto have determined and agreed that the City Payment due and payable with respect to each Fiscal Quarter represents fair consideration to Owner for its covenants and obligations hereunder up to the amount of the Maximum City Payment Amount and the covenants and obligations of Owner hereunder represent fair and adequate annual consideration to City for its obligation to make the City Payments.

4.3.2 Both City and Owner expressly acknowledge and agree that Owner will receive no compensation under this Agreement other than the City Payments, any additional payments due under Section 4.2, and any funds received by Owner as a result of Owner exercising any remedies hereunder. Owner shall not be entitled hereunder to any reimbursement or other compensation from City for any costs incurred by Owner in performing or preparing to perform its obligations under this Agreement. The City Payments shall not be reduced or offset for any costs or expenses incurred by City in performing or preparing to perform its obligations under this Agreement, except that if Owner seeks any modification of this Agreement at any point in the Term, Owner shall reimburse City for all costs associated with effecting such modification. Provided, however, that if City seeks any changes in Sale Tax collection that results in modification(s) to this Agreement, then City shall reimburse Owner for all cost resulting from any such modification(s).

4.4. **Annual Reconciliation.** On March 15th of each calendar year, the parties shall reconcile the actual Local Sales Tax Revenues generated versus the amount used to calculate the City Payments for the previous year **("Annual Reconciliation")**. The Annual Reconciliation will be based upon auditable backup information, including, but not limited to, tax bills, invoices, sales reports, and/or canceled checks. Such Annual Reconciliation shall take into account any overpayments or underpayments by the Retail Facility, which subsequently impacts the amount of Local Sales Tax Revenues generated in the previous years during the Term. City and Owner shall reconcile the Annual Reconciliation with the annual City Payments made. If there has been an overpayment of the annual City Payments based on the Annual Reconciliation, within sixty (60) days of receipt by Owner of written notice from City of the overpayment (together with reasonable supporting documentation), Owner shall refund the amount of the overpayment to City. If there has been an underpayment of the annual City Payments based on the Annual Reconciliation, within sixty (60) days of receipt by City of written notice from Owner of the underpayment (together with reasonable supporting documentation), City shall pay the underpayment to Owner.

4.5. **Appropriation of City Payment.** City acknowledges that the City Payments are a material inducement for Owner to develop and construct a retail

project on the Property, including, but not limited to, entering into long-term leases with the Retail Facilities. The Owner would not have proceeded with the retail facility project without assurances that the City can and will make the City Payments. Towards that end, the City covenants that it will take all necessary steps to ensure all anticipated City Payments are included in the annual City budget and all appropriations of such City Payments are approved in a timely basis each year. City acknowledges that the City's failure to approve the annual appropriation of the anticipated City Payments shall be deemed an immediate Event of Default under this Agreement. For the fiscal year that the Opening of the Retail Facility will occur, the City shall appropriate the City Payments in an amount equal to the City's good faith estimate of the City Payments payable in that fiscal year. In each subsequent fiscal year thereafter, the City shall appropriate City Payments in an amount equal to the City's good faith estimate, based on the historical Local Sales Tax Revenue data, as adjusted with any reasonably expected changes that are likely to impact the Local Sales Tax Revenue that particular fiscal year. Twenty (20) days prior to the City approving the appropriation, City shall send a written notice to Owner with the amount of the City Payments, together with the supporting documentation explaining its estimated City Payments for that fiscal year.

4.6. **Recapture of City Payments.** If, at any time during or after the Term of this Agreement, CDTFA makes a final Board determination that all or any portion of the Local Sales Tax Revenues received by City, for Sales Tax generated from the Property, were improperly allocated and/or paid to City, and if CDTFA requires repayment of, offsets against future Sales Tax payments, or otherwise recaptures from City those improperly allocated and/or paid Local Sales Tax Revenues, then City shall promptly contact Owner regarding any communication from the CDTFA pertaining to tax allocations associated with a Retail Facility's business. City and Owner agree that, should the CDTFA question the correctness of the allocation or determine that there has been an improper allocation to City, City and Owner shall (at the request of Owner) jointly engage legal counsel to use its best efforts to defend such allocation in all CDTFA administrative proceedings. Costs associated for any such efforts shall be borne by both City and Owner in proportion to their respective percentage interests in the Local Sales Tax Revenues. For purposes of this Section 4.6, administrative proceedings include all CDTFA meetings, conferences and appeals before CDTFA Board members. The Parties shall reasonably cooperate with each other and their legal counsel retained for this matter. Only in the event that CDTFA prevails in a determination that there has been an overpayment in Sales Tax attributable to the Property, Owner shall, within thirty (30) days after such final determination, repay all City Payments (or applicable portions thereof) theretofore paid to Owner which are attributable to such repaid, offset or recaptured Local Sales Tax Revenues. If Owner fails to make such repayment within thirty (30) days after City's written demand, together with all supporting documentation, then such obligation shall accrue interest from the date that is thirty (30) days after City's original written demand at then interest shall accrue from the date it was owed until it is paid at the Default Rate until paid. In addition, to the extent unpaid, City may withhold such amounts from future City Payments. This Section 4.6 shall survive termination of this Agreement.

4.7. **Underpayment by CDTFA.** In order to further the goals of this Agreement, City hereby authorizes Owner, upon reasonable notice and within the limits of the California Public Records Act, to allow a Retail Facility to review records regarding the receipt of Local Sales Tax Revenues by City from CDTFA relating to such Retail Facility. If necessary, Owner can compel City to pursue resolution of any

underpayment, in which case the cost of attorney fees shall be borne by both City and Owner in proportion to their respective percentage interests in the Local Sales Tax Revenues. In the event of an underpayment of Local Sales Tax Revenues by the CDTFA, City agrees to promptly use diligent, reasonable good faith efforts to pursue its available administrative remedies against the CDTFA on behalf of Owner and any applicable Retail Facility. Only if City prevails in a determination that there has been an underpayment of Sales Tax attributable to the Property, City shall make the necessary City Payment in the Fiscal Quarter immediately following City's receipt from the state of the amount owed. Should City fail to make such City Payment on a timely basis, then interest shall accrue from the date it was owed until it is paid at Default Rate until paid. The provisions of this Section and all other Sections of this Agreement required to remain effective in order for City to make repayment to Owner of tax allocations made by CDTFA or the State to City following expiration of the Term shall survive the termination of this Agreement. If City fails to make the timely payment, then City shall not be permitted to offset the Annual Retained Amount until the unpaid amount is paid.

4.8. **Audits.** Either Party shall, upon no less than seventy-two (72) hours prior written request from the other Party, make the entirety of its books and records relating to the calculation and determination of that Party's rights and obligations under this Agreement available at no cost to the requesting Party and/or its designees (including its accountants and/or attorneys) and shall direct its accountants and other consultants and contractors in possession of its books and records to do likewise; provided, however, that nothing herein shall be deemed to abridge or constitute a waiver of any Party's evidentiary rights and privileges arising pursuant to any provision of law, including, without implied limitation, the California Evidence Code, California Government Code (including the Public Records Act), the Code of Civil Procedure, federal statutes and state or federal judicial decisions. Each Party shall bear the costs of its own auditors, experts and other consultants it may engage to complete its investigation of the other Party's books and records; provided, however, that any audit and/or investigation undertaken in connection with any arbitration proceeding or as otherwise ordered by the court, may be recovered as an item of litigation expense pursuant to Section 6.17. Any audit conducted shall be conducted in a manner that preserves the confidentiality of retail sales information of Retail Facilities and Owner.

4.9. **Public Benefits**

4.9.1 **Employment Outreach for Local Residents. In addition to the public benefits provided by this Agreement outlined in Sections 2.5 and 2.6 (which list of benefits is not** exhaustive**), the City has entered into this Agreement** to foster employment opportunities for City residents. To that end, Owner shall use commercially reasonable, good faith efforts to include in all contracts (including leases) with other entity(ies) establishing and operating Retail Facilities to require that each such entity use commercially reasonable efforts and further subject to prudent business practices to recruit and hire local City residents for full and part time employment opportunities at the relevant Retail Facility. The foregoing shall be satisfied as follows: To the extent a Retail Facility conducts any local on-site and/or off-site Job Recruitment Fairs, which are defined as the relevant Retail Facility's pre-scheduled events open to the public with the purpose of filling twenty (20) or more job positions at the applicable Retail Facility, the Retail Facility shall furnish the City of Carson Human Resources Development and/or Development Services Department with the location, dates and times for such Job Recruitment Fairs prior to

the date of accepting applications. For purposes of this Section 4.9.1, the term "**Job Recruitment Fairs**" shall exclude any recruitment activities or events hosted by the relevant Retail Facility's staffing agencies or third-party vendors which may be used to fill temporary job positions at the relevant Retail Facility. Owner is not opposed to City seeking authority from the relevant Retail Facility to post and advertise the job recruitment information provided to City on the City's website and other jobs available and job recruitment sites within the City. Notwithstanding anything to the contrary in the foregoing, any offers of employment shall be at the sole discretion of the entity that Operates the relevant Retail Facility, and nothing in this Section 4.9.1 shall be interpreted to require any such entity to offer employment to anyone, including, without limitation, to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section 4.9.1 are not intended, and shall not be construed, to benefit or be enforceable by any third party. Further, City acknowledges and agrees that initial and future hires shall include transfers from other locations of similar facilities that are not located in the City and those transfers shall be permitted without reference to the provisions of this Section in order to allow Retail Facilities to employ experienced employees. The obligations of this section shall not apply to seasonal or special event hires. **Event of Default**. Each of the following shall constitute an "**Event of Default**":

4.9.2 Failure by a Party to comply with and observe any of non-monetary covenant if such failure remains uncured within thirty (30) days after written notice of such failure from the non-defaulting Party to the defaulting Party in the manner provided herein or, with respect to a non-monetary default that cannot be cured within thirty (30) days, if the defaulting Party fails to commence such cure within such thirty (30) day period or thereafter fails to diligently and continuously proceed with such cure to completion. However, if a different period, notice requirement, or remedy is specified under any other Section of this Agreement, then the specific provision shall control; provided that if the informal dispute resolution process described in Section 6.17 of this Agreement has been invoked by either Party, then no non-monetary Event of Default shall be declared by either party during the pendency of that ninety (90) day process.

4.9.3 Failure to make any monetary payment when due if such failure remains uncured for thirty (30) days after receiving written notice from the non-defaulting Party. If a due date is not specified in the Agreement, then such payment shall be payable within thirty (30) days upon receiving written demand for such payment from the other Party. If a Party fails to make the timely payment after written demand, then the other Party shall send written notice to the Party in breach, notifying the other Party of the breach. Upon receipt of such written notice, the Party in breach shall have thirty (30) days to cure such breach.

4.9.4 Any representation or warranty contained in this Agreement proves to have been incorrect in any material respect when made that impairs the ability of the obligated party to satisfy its obligations.

4.9.5 Failure of City to appropriate the anticipated amount of the City Payments on an annual basis shall be an Event of Default.

4.10. **Rights and Remedies; Rights and Remedies Not Exclusive.** Unless prohibited by law or otherwise provided by a specific term of this Agreement, the rights and remedies of City and Owner under this Agreement are nonexclusive and all remedies hereunder may be exercised individually or cumulatively, including

the right to terminate this Agreement. Upon the other Party's Event of Default, in addition to those remedies expressly granted herein, the Parties shall also have the right to seek all other available legal and equitable remedies, including, but not limited to, specific performance and injunctive relief. In addition to all other rights and remedies hereunder, if the City fails to appropriate the necessary funds or fails to make a timely City Payment, interest shall accrue on the previously unpaid City Payments at the Default Rate, commencing on the date that such City Payment should have been paid until it is actually paid by the City. The provisions of this Section shall survive the termination of this Agreement.

4.11. **Termination.** In the event of the permanent closure of the entirety of Retail Facilities' Operations on the Property, except due to a Force Majeure Event or Permitted Closure, either Party may terminate this Agreement and all of its prospective obligations under this Agreement without cost or liability, provided that the terms and provisions of this Agreement with respect to City Payments then accrued or due to Owner, or then due from Owner to City shall remain in effect and survive the termination of this Agreement.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. **City Representations and Warranties.** City represents and warrants to Owner that:

(i) City is a municipal corporation exercising governmental functions and powers and organized and existing under the State of California;

(ii) City has taken all actions and implemented all procedures required by applicable law to approve the execution of this Agreement;

(iii) City's entry into this Agreement and the performance of City's obligations under this Agreement do not violate any contract, agreement or other legal obligation of City or federal, state or local laws;

(iv) To City's actual current knowledge, there are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of City's obligations under this Agreement;

(v) City has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement has been duly authorized and no other action by City is requisite to the valid and binding execution, delivery and performance of this Agreement; and

(vi) The individual executing this Agreement is authorized to execute this Agreement on behalf of City.

The representations and warranties set forth above are material consideration to Owner and City acknowledges that Owner is relying upon the

representations set forth above in undertaking Owner's obligations set forth in this Agreement.

The term "City's actual current knowledge" means, and is limited to, the actual current knowledge of City Manager, as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty. All of the terms, covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of City and its nominees, successors and assigns.

5.2. **Owner Representations and Warranties.** Owner represents and warrants to City that:

(i) Owner is a duly formed California limited liability company and is in good standing and qualified to do business under the laws of the State of California;

(ii) The individual(s) executing this Agreement is/are authorized to execute this Agreement on behalf of Owner;

(iii) Owner has taken all actions required by applicable law to approve the execution of this Agreement;

(iv) Owner's entry into this Agreement and the performance of Owner's obligations under this Agreement do not violate any contract or agreement of Owner;

(v) To Owner's actual current knowledge, there are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Owner's obligations under this Agreement; and

(vi) Owner has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized by Owner and no other action by Owner is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

The term "Owner's actual current knowledge" means, and is limited to, the actual current knowledge of Mr. William Vierra, as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty.

The representations and warranties set forth herein are material considerations to City and Owner acknowledges that City is relying upon the representations set forth above in undertaking City's obligations set forth above.

5.3. **Identity of Owner.** City has entered into this Agreement with Owner because of the unique qualifications and identity of Owner. No voluntary or involuntary successor-in-interest of Owner shall acquire any rights or powers under

this Agreement except as expressly set forth herein. Owner may not assign or transfer all or any part of this Agreement except as provided in Section 6.27.

ARTICLE 6 MISCELLANEOUS

6.1. **Amendment; Modification.** At any time, City and Owner may determine that this Agreement should be amended for the mutual benefit of the Parties, or for any other reason. Any such amendment to this Agreement shall only be by written agreement between City and Owner. City and Owner agree to consider reasonable requests for amendments to this Agreement which may be made by either of the Parties hereto, although neither Party shall be obligated to approve any such amendment. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both City and Owner. With the concurrence of the City Attorney, the City Manager is authorized on behalf of City to approve and execute Minor Amendments to this Agreement on behalf of City. Any amendment that is not a Minor Amendment shall require approval by the City Council. Any such approved amendment shall control over this Agreement.

6.2. **California Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California without regard to its conflict of laws principles.

6.3. **Execution in Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one (1) and the same instrument.

6.4. **Business Days.** Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which constitutes a Business Day.

6.5. **Tax Consequences.** Owner shall be responsible and assume all liability for federal, state and/or local income or other taxes resulting from its receipt of City Payments.

6.6. **Rights Not Granted.** This Agreement is not, and shall not be construed to be, a statutory development agreement under California Government Code Section 65864 *et seq.* or a disposition and development agreement under California Health and Safety Code Section 33000 *et seq.* This Agreement is not, and shall not be construed to be, an approval of or an agreement to issue permits or a granting of any right or entitlement by City concerning any project, development, or construction by Owner in City, and shall not be deemed to commit City to any particular course of action with respect to the ultimate development of the Property. This Agreement does not, and shall not be construed to exempt Owner in any way from the requirement to obtain permits and/or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance and operation of any project, development or construction within City, and the Parties acknowledge and agree that to the extent such approvals are discretionary in nature, City shall be required to comply with CEQA in connection with the consideration thereof.

This Agreement does not, and shall not be construed to exempt Owner from the application and/or exercise of City's power of eminent domain or its police power,

including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety and welfare of its citizenry.

6.7. **Consent.** Whenever consent or approval of either Party is required under this Agreement, that Party shall not unreasonably withhold, delay or condition such consent or approval unless a different standard is otherwise provided by a specific provision of this Agreement.

6.8. **Notices and Demands.** All notices or other communications required or permitted between City and Owner under this Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by nationally recognized overnight courier service (e.g., Federal Express), or (iv) sent by electronic mail and addressed to the Parties at the addresses below subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been received on the fourth (4th) Business Day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by courier service (e.g., Federal Express), shall be deemed received upon actual receipt of the same by the Party to whom the notice is given.

To City: City of Carson
701 E. Carson St.
Carson, CA 90745
Attention: City Manager

With a copy to: Sunny Soltani, City Attorney
Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Email: ssoltani@awattorneys.com

To Owner: Southbay-Carson LLC
C/O SyWest Development LLC
150 Pelican Way, San Rafael, CA 94901
Attn: William Vierra
Email: Bill_Vierra@sywest.com

With a copy to: GVR Partners
345 California St., Suite 700,
San Francisco, CA 94104
Attn: Nadia Costa
Email: nadia.costa@gvrpartners.com

6.9. **Non-liability of Parties' Officials and Employees.** No officer, elected official, contractor, consultant, attorney or employee of City shall be personally liable to Owner, any voluntary or involuntary successors or assignees of Owner, or any lender or other party holding an interest in Owner's property, in the event of any default or breach by City, or for any amount which may become due to Owner or to its successors or assignees, or for any obligations arising under this Agreement.

No officer, official, contractor, consultant, attorney or employee of Owner shall be personally liable to City, any voluntary or involuntary successors or assignees of City in the event of any default or breach by Owner, or for any amount which may become due to City or to its successors or assignees, or for any obligations arising under this Agreement.

6.10. **Conflicts of Interest.** No officer, elected official, contractor, consultant, attorney or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer, elected official, contractor, consultant, attorney or employee participate in any decision relating to this Agreement which unlawfully affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

6.11. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement.

6.12. **Confidentiality.** Subject to the provisions of the California Public Records Act (Government Code Section 6250 *et seq*.) **("Public Records Act")** which governs City's use and disclosure of its agreements and records, City and Owner hereby agree that each shall keep confidential information provided by the other and denominated as confidential and shall not disclose any such information to any Person without obtaining the prior written consent of the other Party, except that the confidentiality obligation under this Section shall not apply to (a) information that is a matter of general public knowledge or is already in a Party's possession prior to receiving it from the other Party, or (b) disclosure of information to the respective consultants and attorneys of each Party. Owner shall use reasonable efforts to clearly mark or otherwise identify in writing all information it considers to be proprietary and confidential at the time it is delivered to City. Notwithstanding the foregoing, City acknowledges and agrees that regardless of whether it is marked as proprietary and confidential information, all Data and Documentation and other financial information and documentation, if any, provided by Owner to City is proprietary and confidential and shall be maintained in a strictly confidential manner and used by City only for the purposes within the scope of this Agreement. City shall not disseminate such information and shall take all reasonable steps to maintain such confidentiality unless otherwise required by applicable law. In the event that City obtains a request pursuant to the provisions of the Public Records Act to disclose any of Owner's information which City is required to keep confidential pursuant to the terms of this Agreement, prior to responding to such request, City shall provide Owner with prompt written notice thereof and City and Owner shall cooperate in good faith at Owner's sole cost and expense to seek to avoid disclosure of such matters to the extent legally permissible pursuant to the provisions of the Public Records Act.

6.13. **Extensions and Delays.** Time is of the essence in the performance of the obligations of City and Owner under this Agreement. In addition to specific provisions of this Agreement, providing for extensions of time, times for performance hereunder shall be extended where delays in performance are due to: war, insurrection, rebellion, act of terrorism, act of sabotage, civil commotion; blockade or trade dispute; any form of labor dispute, strike or lockout; riots; floods; earthquakes; fires; acts of God or of third parties; third party litigation or orders and judgments of courts of competent jurisdiction; acts of a public enemy; acts of governmental

authorities (excluding acts of City); epidemic, pandemic, quarantine or quarantine restrictions; freight embargoes or lack of transportation; and other circumstances outside of a Party's reasonable control (each, a **"Force Majeure Delay**" or "**Force Majeure Event**"). Force Majeure Events shall not apply to the City's obligation to make the City Payments. If not a matter of general public awareness, the Party claiming the Force Majeure Delay shall notify the other Party in writing within ten (10) days of discovering the circumstances causing the same and describing the nature of the matter causing such Force Majeure Delay; provided further, that the extension of time shall be only for the period of the Force Majeure Event; and provided further that, if the Force Majeure Delay is due to an epidemic, pandemic or quarantine, the Parties agree to meet and confer to try to resolve the issue before the time to perform may be extended. In no event shall either Party be deemed in default of this Agreement because of a Force Majeure Event.

6.14. **Indemnification.** Owner agrees to indemnify City and hold it harmless from and against any and all third party demands, suits, proceedings, causes of action or claims arising from any negligence or willful misconduct of Owner (each, a "**Third Party Claim**"), except to the extent such Third Party Claim relates to or is caused by City's negligence or intentional misconduct, or the negligence or intentional misconduct of any of the City's officials, officers, employees, or agents. Provided, however, nothing in this Section 6.14 shall apply to a claim by Owner against City for City default of its obligation(s) hereunder. City shall fully cooperate in the defense of any such Third Party Claim and upon written request of Owner shall provide to Owner such documents and records in possession of City that are relevant to such demand, suit, proceeding or claim and not otherwise protected by law. Notwithstanding anything to the contrary in the foregoing, the Parties shall share all costs of defense, including, without limitation, legal fees and expenses, court costs, and expert fees in proportion to their respective percentage interests in the Local Sales Tax Revenues in connection with a Third Party Claim brought by another local municipality.

6.15. **Offset**. Neither Party knows of any reason why any portion of Local Sales Tax Revenues would be shared with another jurisdiction. Notwithstanding the foregoing, in the event that a court or administrative body determines that any portion of Local Sales Tax Revenues must be shared with another jurisdiction, the Parties shall meet to discuss an appropriate adjustment to the Local Payment Obligation to address the impact therefrom and corresponding amendment to this Agreement to implement same.

6.16. **Attorneys' Fees.** In the event of the bringing of an action or suit by a Party hereto against the other Party by reason of any breach of any of the covenants or agreements hereunder arising out of this Agreement or any other dispute between the Parties concerning this Agreement then, in that event, the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to recover from the other Party all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees (collectively, **"Costs**") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 6.17, Costs shall include, without implied limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy reorganization, restructure or litigation, (vi) receivership or other

custodial action. The provisions of this Section shall survive any termination of this Agreement.

6.17. **Informal Dispute Resolution.** The Parties shall attempt in good faith to resolve any differences, controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior officials of the Parties who have authority to settle the difference or controversy. The disputing Party may give the other Party written notice **("Dispute Notice")** that a dispute exists between them. Within twenty (20) days after receipt of a Dispute Notice, the receiving Party shall submit to the disputing Party a written response. The Dispute Notice and response shall include (a) a statement of each Party's position and a summary of the evidence in reasonable detail and arguments supporting its position, and (b) the name and title of the official who shall represent that Party. The senior officials shall meet at a mutually acceptable time and place or by telephone conference within thirty (30) days of the date of the Dispute Notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute, up to a maximum of ninety (90) days of the date of the Dispute Notice **("Resolution Period")**. In the event any Party fails to provide a response to a Dispute Notice in accordance with this Section or fails to cooperate in the scheduling of, or to attend, the meetings, described above, to resolve the dispute, then, with respect to that Party, the Resolution Period shall be deemed to have run so that the dispute may immediately be subject to legal action.

6.18. **Jurisdiction and Venue.** Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate State of California court in the County of Los Angeles, California. Both Parties hereto irrevocably consent to the personal jurisdiction of that court. City and Owner each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between City and Owner, due to the fact that City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, City and Owner specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. Owner acknowledges that the provisions of this Section 6.18 are material consideration to City for its entry into this Agreement, in that City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

6.19. **Interpretation.** City and Owner acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that both Parties have been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties with respect to any ambiguities in this Agreement.

6.20. **No Waiver.** Failure to insist on any occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver by any Party of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be

deemed a waiver or relinquishment by any Party of such other right or power at any other time or times.

6.21. **Successors and Assigns.** The terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their voluntary and involuntary successors and assigns.

6.22. **No Third Party Beneficiaries.** This Agreement has been made and entered into solely for the benefit of the Parties to this Agreement and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any other Person. Nothing in this Agreement relieves or discharges the obligation or liability of any third Persons to any Parties to this Agreement. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

6.23. **No Effect on Eminent Domain Authority.** Nothing in this Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever City's eminent domain powers with respect to any property.

6.24. **Warranty Against Payment of Consideration.** Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 6.24, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary or desirable by Owner nor shall it include payments to sellers, landlords or real estate brokers.

6.25. **Further Acts.** City and Owner each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder. The foregoing shall not, however, be deemed to require City to exercise its legislative discretion in any particular fashion or to provide to Owner any remedy or claim for damages against City based on the lawful exercise of City's discretion.

6.26. **No Assignment, Transfer, Pledge or Hypothecation.** Except for an assignment, transfer or conveyance to a subsidiary or affiliate of Owner (as the same are defined under the securities laws of the United State), Owner may not assign, transfer, encumber or hypothecate its rights and obligations under this Agreement to any person or entity, without the express written consent of City, which shall not be unreasonably withheld, delayed or denied; provided Owner may demonstrate, with documentation acceptable to the City in its reasonable discretion, that the proposed assignee's financial resources are at least comparable to those of Owner and has the demonstrated ability to complete the development of the Property, as contemplated herein as approved under the Specific Plan, and comply with the terms of this Agreement. Any unpermitted assignment, transfer, pledge, encumbrance, or hypothecation of Owner's rights and obligations hereunder shall not confer any rights upon the purported assignee or transferee hereunder and shall constitute Owner's default of this Agreement, and City may, without providing Owner notice or opportunity to cure, exercise those remedies available to City pursuant to Section 4.11. Notwithstanding the foregoing, Owner shall have the right to assign this Agreement or any right or obligation hereunder, without obtaining City consent, to its immediate or ultimate parent, or to an affiliate, by providing advance written notice to

City. An “affiliate” shall mean any legal entity that, at the applicable time, directly or indirectly controls, is controlled with or by, or is under common control with, Owner. Furthermore, nothing in this Section 6.26 prevents, prohibits or in any manner constrains or limits the ability of Owner to secure financing, including, but not limited to, the pledge or encumbrance of this Agreement in connection with such financing.

6.27. **Relationship of Parties.** The Parties shall not be deemed in a relationship of partners or a joint venture by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

6.28. **Recitals.** Each of the Recitals set forth in Article 2 of this Agreement are agreed by the Parties hereto to be true and correct in all material respects and are incorporated by reference into this Agreement as though fully set forth in this Section.

6.29. **Non-Dedication of Property.** The execution of this Agreement by Owner does not in any way constitute an offer of dedication nor does it result in the dedication of any Owner property for public use or otherwise.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

CITY OF CARSON,
a California municipal corporation

By: _____
Lula Davis-Holmes, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Sunny Soltani, City Attorney

OWNER

SOUTHBAY-CARSON LLC,
a California limited liability company

By: SyWest Holdings LLC,
a California limited liability company

By: Syufy Enterprises,
a California limited partnership

By: Syufy Properties, Inc.,
a California corporation

By: _____
Name: _____
Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Los Angeles)

On _____, 2024 before me, _____,
a Notary Public, personally appeared _____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature *(Seal)*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Los Angeles)

On _____, 2024 before me, _____,
a Notary Public, personally appeared _____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature *(Seal)*

EXHIBIT A

Legal Description of Property

LEGAL DESCRIPTION

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF LOS ANGELES, CITY OF CARSON, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

LOTS 93, 94 AND 95 OF TRACT 4671, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF; BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEED RECORDED NOVEMBER 8, 1963 IN BOOK D2250 PAGE 748, OFFICIAL RECORDS.
ALSO EXCEPT THE SUBSURFACE WATER RIGHTS, BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE OR SUBSURFACE ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN THE DEED RECORDED NOVEMBER 8, 1963 AS INSTRUMENT NO. 5443.

PARCEL 2

THAT PORTION OF LOT 92, OF TRACT NO. 4671, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF A LINE PARALLEL WITH AND 50 FEET NORTHERLY OF THE FOLLOWING DESCRIBED LINES:
BEGINNING AT A POINT IN THE CENTER LINE OF MAIN STREET, DISTANT THEREON NORTH 6° 12' 44" WEST 292.93 FEET FROM ITS POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTER LINE OF JAMES STREET; THENCE SOUTH 87° 01' 26" WEST 75.13 FEET; THENCE SOUTH 87° 34' 22" WEST 853.34 FEET TO A POINT IN A LINE PARALLEL WITH AND 50 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 92; THENCE SOUTH 86° 37' 39" WEST TO A POINT IN A LINE PARALLEL WITH AND 50 FEET SOUTHERLY OF THE NORTHERLY LINE OF LOT 13 OF SAID TRACT 4671, DISTANT WESTERLY 333.52 FEET ALONG SAID PARALLEL LINE FROM ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 13; THENCE SOUTH 85° 15' 55" WEST 880.00 FEET; THENCE SOUTH 86° 41' 35" WEST 82.47 FEET TO A POINT IN THE CENTER LINE OF NORMANDIE AVENUE, DISTANT THEREON NORTH 3° 21' 05" WEST 289.70 FEAT FROM ITS POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF CENTER LINE OF JAMES STREET, AS SAID STREETS ARE SHOWN ON SAID MAP OF TRACT 4671.
ALSO EXCEPT ALL (100 PER CENT) OF THE OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH LIE BELOW A PLANE PARALLEL TO AND 500 FEET BELOW THE NATURAL SURFACE OF SAID LAND, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND TO EXPLORE FOR, DEVELOP, OR REMOVE SAID SUBSTANCES, BUT WITH FULL RIGHT TO EXPLORE FOR, DEVELOP AND REMOVE THE SAME BY MEANS OF WELLS OR EQUIPMENT HAVING SURFACE LOCATIONS OUTSIDE THE OUTER BOUNDARIES OF SAID REAL PROPERTY, IN AND UNDER OR RECOVERABLE FROM SAID REAL PROPERTY, AS EXCEPTED IN THE DEED FROM DEL AMO ESTATE COMPANY, A CORPORATION, RECORDED NOVEMBER 8, 1963 IN BOOK D-2250 PAGE 748, OFFICIAL RECORDS.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

DISCUSSION 25.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Option 1

Subject: CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council. (Exhibit 1)

Also, consider all (contested and uncontested) appointments to all commissions except the Planning Commission and Environmental Commission. Also, consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

At the November 19, 2024, City Council meeting, Mayor Davis-Holmes continued this item to a future meeting.

II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;
3. CONSIDER and APPOINT members to City Affiliated Organizations;
4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

III. ALTERNATIVES

N/A

IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2024-2025.

VI. EXHIBITS

Local Appointments List

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Tomisha Haywood, Records Management Coordinator

Attachments

Exhibit 1 - December 3, 2024, Agenda Report.pdf

CITY OF CARSON
LOCAL APPOINTMENTS LIST FOR
COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California is eligible to serve on any of the below-named commissions, committees, or boards unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

*** The following appointed positions may receive compensation**
**** Mayor's uncontested**
Denotes vacated seat

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by:	Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.
Meetings:	1st Thursday, 8:00 a.m., Executive Conference Room
Staff Liaison:	John Raymond, Asst. City Mgr x1773; Saied Naaseh, Dir. of Comm. Dev. x1770
Support Staff:	Sandy Solis, Economic Development Commission Secretary x1325

		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-24
Childers, Christopher (CH)		12-06-22	11-30-24
Embry, Darren (LDH)		04-04-23	11-30-24
Kelley, Blake (LDH)		04-04-23	11-30-24
Jimenez, Trini (AR)		12-06-22	11-30-24
Pandolfo, Katie (JH)		12-06-22	11-30-24
Sparrow, Clyde (LDH)		04-04-23	11-30-24
Wallace, Deborah (LDH)		04-04-23	11-30-24
Watar, Nasser (JD)		04-04-23	11-30-24
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-24
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-24
O'Leary, Danielle (LDH)	Alt. 3	02-06-24	11-30-24

[2] Environmental Commission*

Established by:	Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment
Meetings:	1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Reata Kulcsar, Innovation & Sustainability Manager x1312
Support Staff:	Jessica Coria, Division Secretary x1823

		Appointed	Term Expires
Vacant (JH)			11-30-24
Swayzer, Ezekiel (LDH)		08-06-24	11-30-24
Hopson, Lillian (LDH)**		12-06-22	11-30-24
Tresvant, Christina (LDH)		07-05-23	11-30-24
Koons, William (JD)		02-07-23	11-30-24
Vacant (AR)			11-30-24
Vacant (LDH)			11-30-24
Taylor, Hourie (CH)		12-06-22	11-30-24
Watkins, Freeman (LDH)		04-04-23	11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Vacant (LDH)	Alt. 3		11-30-24

[3] Human Relations Commission*

Established by:	Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership:	9 members (7 general, 2 youth); 3 alternates
Qualification:	Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings:	3rd Wednesday, 6:30 p.m., City Manager Conference Room
Staff Liaison:	Robert Lennox, Asst. City Manager x1728
Support Staff:	Cac Le, Council Aide x1722

		Appointed	Term Expires
Junio, Teresita (LDH)**		02-06-24	11-30-24
Calhoun, Jill (AR)		12-06-22	11-30-24
Davenport, Kimberley (JH)		04-04-23	11-30-24
Keely, Tina (JD)		02-07-23	11-30-24
Ramos, Jessica (LDH)		04-04-23	11-30-24
Reed, Cassandra (CH)		12-06-22	11-30-24
Russ, Harriett (LDH)		04-04-23	11-30-24
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	04-04-23	11-30-24
Viernes, Irene (LDH)	Alt. 2	04-04-23	11-30-24
*Calidonio, Hector (LDH) *Pending*	*Alt. 3*	08-08-24	11-30-24
Atkins, GP (LDH)	Youth	04-04-23	11-30-24
Lane, K'hari (LDH)	Youth	04-04-23	11-30-24

[4] Parks, Recreation and Cultural Arts Commission*

Established by:	Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Meetings:	Last Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Michael Whittiker Jr., Director of Community Services x3571
Support Staff:	Kimberly Madrigal, Administrative Secretary x3581

		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-24
Cortado, Kimberly (JH)		06-20-23	11-30-24
Dahilig Jr., Cesar (LDH)		04-04-23	11-30-24
Lawrence, Shannon (LDH)		06-20-23	11-30-24
Gonzalez, Walter (LDH)		04-04-23	11-30-24
Hilliard, Kisa (JD)		02-07-23	11-30-24
Hunter, Edwina (AR)		12-06-22	11-30-24
Langston, DeAnthony (LDH)		04-04-23	11-30-24
Ramos, Oscar (LDH)**		01-17-23	11-30-24
Brown, Kelvin (LDH)	Alt. 1	01-23-24	11-30-24
Johnson, Jo Jacqueline (LDH)	Alt. 2	04-04-23	11-30-24
Brillantes, Rudolfo (LDH)	Alt. 3	04-04-23	11-30-24

[5] Planning Commission*

Established by:	Ordinance No. 13, §1 (CMC §2700); § 606 of the City Charter
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Monthly Meeting:	2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Christopher Palmer, Planning Mgr. x1365; McKina Alexander, Sr. Planner x1326
Support Staff:	Laura Gonzalez, Planning Secretary x1328

		Appointed	Term Expires
Diaz, Louie (JD)		02-07-23	11-30-24
Docdocil, Frederick (LDH)**		12-06-22	11-30-24
Guerra, Carlos (LDH)		04-04-23	11-30-24
Vacant (AR)			11-30-24
Huff, Del (LDH)		04-04-23	11-30-24
Wilson, Leticia (LDH)		07-16-24	11-30-24
Mfume, DeQuita (LDH)		01-23-24	11-30-24
Johnson, Clarence (JH)		03-19-24	11-30-24
Thomas, Dianne (CH)		12-06-22	11-30-24
Montecarlo, Jaime (LDH)	Alt. 1	04-02-24	11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Vacant (LDH)	Alt. 3		11-30-24

[6] Public Relations Commission*

Established by:	Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership:	9 members; 3 alternates
Qualification:	Shall reside or be employed in the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison:	Margie Revilla-Garcia, Public Information Manager x1741
Support Staff:	Christine Foisia, Senior Clerk x1740

		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Representative	04-04-23	11-30-24
Gomez, Freddie (LDH)**	Community Representative	12-06-22	11-30-24
Stewart, Linda (LDH)	Community Representative	04-04-23	11-30-24
Vacant (AR)	Community Representative		11-30-24
Ross, Dorothy (JD)	Public Relations Specialist	02-07-23	11-30-24
Nunley, Madalyn (LDH)	Public Relations Specialist	04-04-23	11-30-24
Pitcher, Pamela (LDH)	Public Relations Specialist	04-04-23	11-30-24
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-24
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-24
Guillory, Rachelle (LDH)	Alt. 1	04-04-23	11-30-24
Waddis, Dorcas (LDH)	Alt. 2	04-04-23	11-30-24
Lustina, Lilibeth (LDH)	Alt. 3	05-16-23	11-30-24

[7] Public Safety Commission*

Established by:	Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6); Ordinance No. 21-2104
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Priscilla Palma, Division Secretary x1787
Support Staff:	Vacant

		Appointed	Term Expires
Allen, Jeffrey (LDH)		04-04-23	11-30-24
Arnold, Keith (LDH)		04-04-23	11-30-24
Flinton, Lawrence (AR)		08-06-24	11-30-24
Dacus, Samuel (LDH)		04-04-23	11-30-24
Dorsey, Donnie (CH)		12-06-22	11-30-24
Lewis, Prentiss (JH)		04-04-23	11-30-24
Rivers, Angela (LDH)		04-04-23	11-30-24
Romero, Heidi (LDH)**		12-06-22	11-30-24
Cogut, Louis (JD)		08-06-24	11-30-24
Wilson, Michael (LDH)	Alt. 1	05-16-23	11-30-24
Brown, Randy (LDH)	Alt. 2	03-06-24	11-30-24
Childs, Aisha (LDH)	Alt. 3	04-04-23	11-30-24

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		Appointed	Term Expires
Baddeley, Kevin (AR)		12-06-22	11-30-24
Calhoun, James (JD)		02-07-23	11-30-24
Fe'esago, Uli (LDH)		04-04-23	11-30-24
McNichols, Ryan (LDH)**		08-06-24	11-30-24
Howard, Kobii (LDH)		04-04-23	11-30-24
Benson, Melvin (CH)		07-18-23	11-30-24
Nweke, Chike (LDH)		07-16-24	11-30-24
Martin, Jr., Marion (LDH)		09-05-23	11-30-24
Vacant (JH)			11-30-24
Obiora, Emmanuel (LDH)	Alt. 1	08-06-24	11-30-24
Cottrell, John (LDH)	Alt. 2	04-04-23	11-30-24
Vacant (LDH)	Alt. 3		11-30-24

[9] Senior Citizens Advisory Commission*

Established by:	Ordinance No. 97-1119, § 1 (CMC § 2799.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 50 years of age at the time of appointment.
Meetings:	2nd Monday, 4:00 p.m. (Community Center, Carson/Dominguez room)
Staff Liaison:	Mike Whittiker Jr., Dir. of Comm. Srvs. x1780; Dani Cook, Human Srvs. Supv. X04/04/2
Support Staff:	Brenda Reed, Senior Clerk x1775;

		Appointed	Term Expires
Graves, Shirley (LDH)**		05-16-23	11-30-24
Lopez, Delia (LDH)		11-21-23	11-30-24
Cole, Daniel (AR)		12-06-22	11-30-24
Dunn, Linda (LDH)		04-04-23	11-30-24
Bates, Billye (LDH)		05-16-23	11-30-24
Patterson, Patricia (LDH)		05-16-23	11-30-24
Ronquillo, Myrna (JD)		02-07-23	11-30-24
Ruiz-Raber, Julie (CH)		12-06-22	11-30-24
Seymore, Dr. Vergie (JH)		04-04-23	11-30-24
Simpson-Lott, Darlene (LDH)		04-04-23	11-30-24
Walker, Itelia (LDH)		04-04-23	11-30-24
Brown, LaRhonda (LDH)	Alt. 1	04-02-24	11-30-24
Leverette, Ernestine (LDH)	Alt. 2	06-06-23	11-30-24
Davis, Pauline (LDH)	Alt. 3	08-06-24	11-30-24

[10] Veterans Affairs Commission*

Established by:	Ordinance No. 99-1154, § 1 (CMC § 27102.6)
Membership:	11 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Monday, 6:00 p.m. (Veterans SportsComplex - Activity Room)
Staff Liaison:	Kisheen Tulloss, Council Aide x1711
Support Staff:	Mikala Multiauaopele, Division Secretary x3557

		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-24
Boyd, Robert (JD)		02-07-23	11-30-24
Branch, Jr., Roger (LDH)		04-04-23	11-30-24
Da Silva, Manuel (LDH)		04-04-23	11-30-24
Raber, Brian (CH)		12-06-22	11-30-24
Salomon, Emmanuel (LDH)		04-04-23	11-30-24
*Galeon, Romeo (LDH)**Pending*		08-06-24	11-30-24
Woods, Richard (LDH)		04-04-23	11-30-24
Woods, Thomas (LDH)		04-04-23	11-30-24
Seay, Al (LDH)		11-07-23	11-30-24
Wilvert, Karl (AR)		12-06-22	11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Mosequera, Nemie P. (LDH)	Alt. 3	04-04-23	11-30-24

[11] Women's Issues Commission*

Established by:	Ordinance No. 02-1246, § 1 (CMC § 27106.6)
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison:	Ravynne Staine, Council Aide x1733
Support Staff:	Vacant

		Appointed	Term Expires
Dela Cruz-Manio, Connie (LDH)		04-04-23	11-30-24
Fielder, Yolanda (LDH)		04-04-23	11-30-24
Fields-Robinson, Dr. Leandrea (LDH)**		12-06-22	11-30-24
Foster, Carolyn (LDH)		04-04-23	11-30-24
Koons, Fe (JD)		02-07-23	11-30-24
Odom Houze, Susan (JH)		04-04-23	11-30-24
Price, Dr. Greta (AR)		12-06-22	11-30-24
Robinson, Prescious (CH)		12-06-22	11-30-24
Tresvant, Sheila (LDH)		04-04-23	11-30-24
Graves, Keichun (LDH)	Alt. 1	06-06-23	11-30-24
Mackson, Monique (LDH)	Alt. 2	06-06-23	11-30-24
Johnson, Veronica (LDH)	Alt. 3	08-06-24	11-30-24

[12] Youth Commission*

Established by:	Ordinance No. 98-1132, § 1 (CMC § 27100.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings:	2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison:	Brian Legaspi, Council Aide x1721
Support Staff:	Vacant

		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	06-30-24
Moore, Joshua (JH)		06-06-24	06-30-24
Redway, Khristopher (LDH)		06-06-24	06-30-24
Estrada, Juan (LDH)		06-06-24	06-30-24
Villasana, Andrea (JD)		07-02-24	06-30-25
Vacant (LDH)			06-30-24
Colson, Lewis (LDH)**		06-06-24	06-30-24
Smith, Zoey (CH)		06-06-24	06-30-24
Williams, Liv (LDH)		06-06-24	06-30-24
Vacant (AR)			06-30-24
Vacant (LDH)			06-30-24
Mitchell, Jazcidi (LDH)	Alt. 1	06-06-24	06-30-24
Homna, Kayla (LDH)	Alt. 2	06-06-24	06-30-24
Macias, Lea (LDH)	Alt. 3	06-06-24	06-30-24

II. BOARDS & COMMITTEES

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee

Established by:	Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 21-030
Membership:	5 members; 2 alternates
Qualification:	Resident of the City of Carson.
Meetings:	2nd Tuesday, 6:30p.m. (Community Center)
Staff Liaison:	William Jefferson, Director of Finance x1756
Support Staff:	Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-24
Vacant (AR)			11-30-24
Hunter, Cynthia (LDH)		04-04-23	11-30-24
Momoli, Nora (JD)		02-07-23	11-30-24
Vacant (JH)			11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24

[14] Mobilehome Park Rental Review Board*

Established by:	Ordinance No. 79-485U. §4702: § 607 of the Citv Charter
Membership:	7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenants in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification:	See membership.
Meetings:	2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Tara Matthew, Interim Housing Program Manager x1708
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Vacant (JH)	At-large		11-30-24
Valdez, Daniel (JD)	At-large	02-07-23	11-30-24
Vacant (AR)	At-large		11-30-24
Clark Harris, Dr. Alice (LDH)	At-large Alt. [1]	04-04-23	11-30-24
Muhammad, Nafis (LDH)	At-large Alt. [2]	04-04-23	11-30-24
Perez, Karey (LDH)	At-large Alt. [3]	04-04-23	11-30-24
Hayes, Phyllis (LDH)	At-large Alt. [4]	04-04-23	11-30-24
Dzikowski, Barbara (LDH)	Park owner	04-04-23	11-30-24
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-24
Horton, Maria (LDH)	Park owner Alt. [1]	04-04-23	11-30-24
Vacant (LDH)	Park owner Alt. [2]		11-30-24
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-24
King, Tom (CH)	Resident homeowner	01-17-23	11-30-24
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-24
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-08-24	11-30-24

[15] Relocation Appeals Board

Established by:	Ordinance No. 74-313 (CMC § 21004)
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson.
Meetings:	Only when necessary
Staff Liaison:	Saied Naaseh, Director of Community Development x1770
Support Staff:	Sandy Solis, Economic Development Liaison x1325

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-24
Evans, Linda (LDH)		04-04-23	11-30-24
Tate, Dorothy (LDH)**		01-23-24	11-30-24
Guray, Jr., Tancredo "Jun" (JD)		02-07-23	11-30-24
Hemphill, Dr. Afia (LDH)		04-04-23	11-30-24
Anson, Jr., Oscar (LDH)		01-23-24	11-30-24
Vacant (CH)			11-30-24
[Vacant] (JH)			11-30-24
Vacant (AR)			11-30-24
Vacant (LDH)	Alt. 1		11-30-24
Vacant (LDH)	Alt. 2		11-30-24
Vacant (LDH)	Alt. 3		11-30-24

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee

Established by Minute Action 10-03-17; Amended by Resolution No. 19-029; Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Senior Planner x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-24
Councilmember Jim Dear (JD)		04-04-23	11-30-24
Brimmer, Charlotte (LDH)**		04-04-23	11-30-24
Dudley-Kimble, Monica (CH)		04-04-23	11-30-24
Gonzalez, Leonor (AR)		04-04-23	11-30-24
Hamilton, Dr. John (JH)		04-04-23	11-30-24
Sheriff Department Representative (LDH)		04-04-23	11-30-24
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-24
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-24

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA
Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks/Refuse Ad Hoc Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	04-06-21
Councilmember Dear	04-06-21

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	06-01-21
Councilmember Dear	06-01-21

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by Minute Order 04-02-19

	Appointed
Councilmember Hicks	06-01-21
Mayor Pro Tempore Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by Minute Order 02-16-21

	Appointed
Mayor Davis-Holmes	07-16-24
Councilmember Hicks	07-16-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by Minute Order 01-26-21

	Appointed
Mayor Davis-Holmes	01-26-21
Mayor Pro Tempore Hilton	01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Councilmember Hicks	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Mayor Pro Tempore Hilton	04-05-22

[25] Short Term Rentals Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Councilmember Hicks	03-02-21
Mayor Pro Tempore Hilton	03-02-21

[26] Housing Ad Hoc Committee
Established by Minute Order 03-16-21

	Appointed
Mayor Davis-Holmes	03-16-21
Councilmember Dear	03-16-21

[27] Diversity, Equity and Inclusion Ad Hoc Committee
Established by Minute Order 09-07-21

	Appointed
Mayor Pro Tempore Hilton	09-07-21
Councilmember Rojas	03-01-22

[28] Standard Management Procedures and Special Events Ad Hoc Committee
Established by Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Mayor Pro Tempore Hilton	01-04-22

[29] Cell 2 Settlement Ad Hoc Committee
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[30] School Safety Ad Hoc Committee
Established by Minute Order 02-15-22

	Appointed
Mayor Pro Tempore Hilton	02-15-22
Councilmember Rojas	02-15-22
Captain Jones/Lieutenant Bolder	02-15-22

[31] Carson Finance and Audit Committee
Established by Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23

[32] Short-Term Rentals Ad Hoc Committee
Established by Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Mayor Pro Tempore Hilton	10-03-23

[33] No Bail Policy Ad Hoc Committee
Established by Minute Order 10-03-23

	Appointed
Mayor Pro Tempore Hilton	10-03-23
Councilmember Rojas	10-03-23
City Attorney Soltani	10-03-23

[34] Special Event Ad Hoc Committee
Established by Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Mayor Pro Tempore Dr. Hilton	06-06-24

[35] LA '28 Olympics Ad Hoc Committee
Established by Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24
Mayor Pro Tempore Dr. Hilton	07-16-24

VI. CITY AFFILIATED ORGANIZATIONS

[36] California Contract Cities Association

		Appointed
Councilmember Dear	Delegate	04-06-21
Councilmember Hicks	Alt.	04-06-21

[37] Clean Power Alliance
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

		Appointed
Councilmember Hicks	Delegate	11-15-22
Councilmember Dear	Alt. 1	11-15-22
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[38] County of Los Angeles Public Library Commission

		Appointed
Councilmember Dear	Delegate	05-13-20

[39] County Sanitation Districts of Los Angeles (Dist. No. 8)*
Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dear	Alt.	01-26-21

[40] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*
The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety Code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21 (effective 01-03-22)	01-05-26

[41] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Mayor Pro Tempore Hilton	Alt.	01-23-24

[42] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

[43] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dear	Delegate	01-26-21
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	03-01-22

[44] National League of Cities

		Appointed
Councilmember Hicks	Delegate	01-26-21
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

[45] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Councilmember Hicks	Delegate	01-26-21
Councilmember Dear	Alt.	01-26-21

[46] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[47] Southern California Association of Governments (SCAG)

		Appointed
Mayor Pro Tempore Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Dear	Alt. 2	01-26-21

[48] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Councilmember Hicks	Alt. 2	01-26-21

[49] West Basin Water Association

		Appointed
Councilmember Dear	Delegate	01-26-21
Councilmember Hicks	Alt.	01-26-21

[50] LGBTQ+ Ad Hoc Committee
Established by Minute Order 11-01-22

		Appointed
Mayor Pro Tempore Hilton		11-01-22
Councilmember Rojas		11-01-22
Mayor Davis-Holmes	Alternate	

[51] Grocery Store Ad Hoc Committee
Established by Minute Order 06-18-24

		Appointed
Mayor Pro Tempore Hilton	Member	06-18-24
Councilmember Hicks	Member	06-18-24

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 3, 2024, 5:00 PM

ORDINANCE SECOND READING 26.

To: Honorable Mayor and City Council

From: John Raymond, CRA Executive Director and Assistant City Manager CD Administration

Subject: SECOND READING OF ORDINANCE NO. 24-2415, ADOPTION OF "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS" (CITY COUNCIL AS BOARD OF CFD 2012-2)

I. SUMMARY

On November 19, 2024 under Item No. 24 of Council Agenda, City Council voted 5-0 to introduce Ordinance No. 24-2415 (Exhibit No.1) This item transmits a request for City Council to conduct a Second Reading and adopt Ordinance No. 24-2415.

II. RECOMMENDATION

1. Acting As the Legislative Body Of Community Facilities District No. 2012-2, **CONDUCT** a Second Reading by title only and with further reading waived, and **ADOPT** Ordinance No. 24-2415 entitled "ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS"

III. ALTERNATIVES

TAKE any action the City Council deems appropriate that is consistent with the requirements of the law.

IV. BACKGROUND

At the November 19, 2024 regular meeting of the Carson City Council, acting as the Legislative Body of Community Facilities District No. 2012-2, the City Council introduced Ordinance No. 24-2415. The City Council voted 5-0 to introduce Ordinance No. 24-2415 for first reading. (Exhibit No. 1)

Pursuant to the Mello-Roos Community Facility Act of 1982, on September 18, 2012, the City Council established the Community Facilities District No. 2012-2 (The Boulevards at South Bay-Capital Improvements) of the City of Carson ("CFD No. 2012-2"), pursuant to Council Resolution 12-092 and Ordinance 12-1494 (the "2012 Ordinance"). The 2012 Resolution authorized, among other things, the levy of a special tax upon the property subject to CFD No. 2012-2, consisting of approximately 157 acres of real property located within the City of Carson, commonly known today as the Cal Compact Landfill or "The 157 Acre Site" (the "Property"), the issuance of bond indebtedness in an aggregate principal amount of up to $30 million, and the establishment of an appropriations limit, for the purpose of funding public improvements on the Property. CFD 2012-2 was largely established to reimburse the previous owner of the Property, Carson Marketplace, LLC, to be reimbursed for the construction of certain site infrastructure through the levy and issuance of bonds.

A Notice of Special Tax Lien for Community Facilities District No. 2012-2 of the City of Carson was recorded on September 28, 2012, as Instrument No. 20121467002 in the County of Los Angeles Recorder's Office. Since its creation in 2012, however, CFD No. 2012-2 has never levied a special tax upon any owner of the Property as no bonds were sold or issued and CFD No. 2012 has not incurred any bond indebtedness, nor has CFD No. 2012-2 levied any special tax assessments upon any owner(s) of the Property and CFD No. 2012-2 has no funds or assets.

The CRA, working with the Property developers, is working on a new Rate and Method of Apportionment (RMA) for CFD 2012-1, the district established to cover the ongoing annual cost for the operation of the remedial systems on the Property. In the next several months staff will return to City Council with an ordinance replacing that CFD with an updated RMA for the ongoing site maintenance. In the meantime, this ordinance cease the levy of any special tax within CFD No. 2012-2, which will be replaced instead with a set of Covenants, Codes, & Restrictions recorded against the owners covering a number of issues including a pro rata share of non-remedial Infrastructure maintenance.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Ordinance No. Ordinance No. 24-2415

Attachments

ORDINANCE NO. 24-2415

ORDINANCE NO. 24-2415

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, IN CONNECTION WITH THE COMMUNITY FACILITIES FINANCING DISTRICT NO. 2012-2 (THE BOULEVARDS AT SOUTH BAY-CAPITAL IMPROVEMENTS) OF THE CITY OF CARSON, AUTHORIZING THE CESSATION OF THE LEVY RELATED SPECIAL TAXES AND THE EXTINGUISHMENT AND CANCELLATION OF ALL RELATED LIENS

WHEREAS, pursuant to the Mello-Roos Community Facility Act of 1982 (as amended, the "Act"), on September 18, 2012, the City Council (the "Council") of the City of Carson (the "City") established the Community Facilities District No. 2012-2 (The Boulevards at South Bay-Capital Improvements) of the City of Carson ("CFD No. 2012-2"), pursuant to Council Resolution 12-092 ("2012 Resolution"), Council Resolution No. 12-094, and Ordinance No. 12-1494 (the "2012 Ordinance"); and

WHEREAS, the 2012 Resolution and the 2012 Ordinance authorized, among other things, the levy of a special tax upon the property subject to CFD No. 2012-2, consisting of approximately 157 acres of real property located within the City of Carson, generally located along the I-405, south of Del Amo Blvd. and east of Main St. (the "Property"), the issuance of bond indebtedness in an aggregate principal amount of up to $30 million, and the establishment of an appropriations limit, for the purpose of funding public improvements; and

WHEREAS, pursuant to the 2012 Resolution and the 2012 Ordinance, a Notice of Special Tax Lien for Community Facilities District No. 2012-2 of the City of Carson (the "Notice of Special Tax Lien") was recorded on September 28, 2012, as Instrument No. 20121467002 in the County of Los Angeles Recorder's Office (the "Official Records"); and

WHEREAS, CFD No. 2012-2 has never levied a special tax upon any owner of the Property as no bonds were sold or issued and CFD No. 2012 has not incurred any bond indebtedness, nor has CFD No. 2012-2 levied any special tax assessments upon any owner(s) of the Property and CFD No. 2012-2 has no funds or assets; and

WHEREAS, the City now desires to cease the levy of any special tax within CFD No. 2012-2.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein as findings of fact.

SECTION 2. ALL POTENTIAL EXISTING AND FUTURE LIENS EXTINGUISHED UNDER CFD. The Council, acting in its capacity as the legislative body of CFD No. 2012-2, declares and determines that the obligation to pay special taxes relating to CFD No. 2012-2 with respect to the Property shall cease, and any outstanding liens against such Property shall be extinguished and canceled.

SECTION 3. CITY / CFD NO. 2012-2 NOT OBLIGATED TO PAY DEBT. The City finds and determines CFD No. 2012-2 is not authorized to issue any bond or indebtedness or issue any future special taxes upon the Property and there is no outstanding debt for the City or CFD No 2012-2 to pay.

SECTION 4: CITY CLERK AUTHORIZATION. The City Clerk is hereby directed to cause to be recorded within the Official Records an addendum to the Notice of Special Tax Lien, which shall state that the CFD No. 2012-2 and all associated obligations contained therein (including any special taxes) shall be cancelled and shall be deemed terminated, and the City Clerk is authorized to execute any other documentation in accordance with the purposes for which this Ordinance has been adopted.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid 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.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this 3rd day of December, 2024.

APPROVED AS TO FORM:

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing ordinance, being Ordinance No. 24-2415 passed first reading on the 19th day of November, 2024, adopted by the Carson City Council at its meeting by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
RECUSED: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, do hereby certify that Ordinance No. 24-2415 has been duly and regularly published according to law and the order of the City Council of said City and that same was so published in Our Weekly, newspaper of general circulation on the following date:

Adopted Ordinance: _____

In witness whereof, I have hereunto subscribed my name this _____ day of _____, 2024.

_____
Dr. Khaleah K. Bradshaw, City Clerk