



CITY OF LAWDALE
AGENDA OF THE LAWDALE
CITY COUNCIL REGULAR MEETING

Monday, May 5, 2025, 6:30 PM
Council Chambers
14717 Burin Ave
Lawndale, CA 90260

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a Public Meeting Speaker Card and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that the speaker's name is correctly recorded in the meeting minutes and, where appropriate, to provide contact information for staff follow-up.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can now observe the meeting in person. Members of the public are still be able to view the meeting on YouTube "Lawndale CityTV", the City Website, and Lawndale Community Cable Television on Spectrum and Frontier Channel 3.

Copies of this Agenda may be obtained prior to the meeting inside the Lawndale City Hall foyer or on the **City Website**. Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

This Agenda is subject to revision up to 72 hours before the meeting.

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute and Inspiration)

C. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff's Department Update

2. Los Angeles County Fire Department Update

D. PRESENTATIONS

3. 56th Annual Professional Municipal Clerks Week Proclamation - May 4-10, 2025

— Presentation of City of Lawndale Proclamation Certificate for Professional Municipal Clerks Week, May 4-10, 2025, to the City of Lawndale City Clerk Department.

4. Retirement Recognition of Riad (Roy) Itani, P.E., Senior Civil Engineer, County of Los Angeles Department of Public Works

— Recognizing the Retirement of Riad (Roy) Itani, P.E., County of Los Angeles Department of Public Works in support of the City's Building and Safety Division.

E. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 5 through 8 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

5. Motion to read by title only and waive further reading of all ordinances listed on the Agenda

— Recommendation: that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

6. Accounts Payable Register

— Recommendation: that the City Council adopts Resolution No. CC-2505-020 authorizing the payment of certain claims and demands in the amount of \$979,950.74.

7. Minutes of the Lawndale City Council Regular Meeting - April 21, 2025

— Recommendation: that the City Council approve the minutes.

8. Approve Agreement to Upgrade City's Cable Television Video Editing Networked Storage Server

— Recommendation: that City Council approve the sole source purchase agreement with International Electronic Enterprises, Inc. (IEEI) in a form approved by the City Attorney for the purchase and install Apace Systems E-Stor media and video storage system in the amount not to exceed of \$36,688, with annual service agreement.

H. PUBLIC HEARING

9. Introduction and First Reading of Ordinance No. 1211-25 amending the City's Zoning Map of properties to establish the Housing Opportunity Overlay Zones within areas of the City and Hawthorne Boulevard Specific Plan; Amendments to Title 17 of the Lawndale Municipal Code to establish Chapter 17.54 Housing Opportunity Overlay Zones; and a determination of Categorical Exemption pursuant to Section 15183 of the CEQA Guidelines

— Recommendation: that the City Council 1.) Conduct a public hearing, discuss this item and receive public comment, if any, on the matter; 2.) Determine that Ordinance No. 1211-25 is exempt from CEQA pursuant to Section 15183 of the CEQA Guidelines; and 3.) Read by Title only, waived further reading, and approve Ordinance No. 1211-25, amending the zoning maps for areas within the City and HBSP and amending Title 17 of the Lawndale Municipal Code (LMC) to establish 17.54 Housing Opportunity Overlay Zones.

I. ADMINISTRATION

10. First Amendment to Michael Baker International, Inc. CDBG Consulting Services Agreement (FY 2024-2025)

— Recommendation: that the City Council approve the first amendment to increase the funding to the professional services agreement with Michael Baker, International, Inc. for CDBG Administration and Labor Compliance Services.

J. CITY MANAGER REPORT

K. ITEMS FROM CITY COUNCILMEMBERS

11. Update on Lawndale Municipal Code Title 12, Chapter 12.64 Regarding E-Bikes Usage and Enforcement

Requested by Mayor Pullen-Miles.

— Recommendation: that the City Council choose one of the following: Option 1. Direct Staff to amend the Lawndale Municipal Code to include additional restrictions and safety measures for E-bike usage; or Option 2: Direct Staff to leave the Lawndale Municipal Code as it currently stands regarding existing restrictions and safety measures for E-bike usage; or Option 3: Give Staff directives on non-Code changes to implement on E-bike usage.

12. Discussion on Establishing an Annual Festival for Recognizing Hispanic-American Contributions to the Community and the Creation of an Ad Hoc Subcommittee

Requested by Councilmember Talavera.

— Recommendation: that the City Council 1.) Discuss establishing a new annual festival; 2.) Discuss establishing an Ad Hoc Subcommittee; and/or 3.) Provide further direction to staff.

13. Discussion on Council Policy No. 26-95 Recognition Requests

Requested by Councilmember Talavera.

- Recommendation: that the City Council 1.) Discuss Council Policy No. 26-95 Recognition Requests; and/or 2.) Provide further direction to staff

14. Report of Attendance at Meetings

L. CLOSED SESSION

15. Conference with Legal Counsel – Existing Litigation

- The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: City of Lawndale v. LA Investment, LLC (LA Superior Court Case No. 20TRCV00065).

M. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, May 19, 2025, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodation to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on May 5, 2025, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Palomo
Yvette Palomo, Assistant City Clerk

Date Posted: May 1, 2025



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: May 5, 2025
TO: Honorable Mayor and City Council
FROM: Dr. Sean M. Moore, City Manager
PREPARED BY: Diane Parsley, Executive Assistant
SUBJECT: **56th Annual Professional Municipal Clerks Week Proclamation - May 4-10, 2025**

BACKGROUND

The City will be making a presentation to the City Clerk Department with a Proclamation recognizing the week of May 4-10, 2025 as Professional Municipal Clerks Week.

Attachments

[Attachment A - Professional Municipal Clerks Week Proclamation](#)

ATTACHMENT A

Presentation

May 5, 2025

City Council Meeting

Proclamation
Professional Municipal Clerks Week
May 4-10 , 2025

Presentation to the City Clerk Department

This year represents the 56th year that the International Institute of Municipal Clerks has recognized the office of Professional Municipal Clerks.

The City Clerk's department provides vital services including the following:

- Maintaining the official council minutes, ordinance books and all records and documents
- Indexes all official actions of the City Council
- Processing contracts and agreements
- Being keepers of history and vital records
- Acting as a key liaison between local government and its citizens
- Working closely with city departments daily on items of research and information gathering
- The organization and review of the retention process of official city records
- Compiling and processing the agenda for the City Council meetings, as well as other special meetings

On behalf of the Lawndale City Councilmembers and the community, please accept our gratitude for your work as keeper of official city records. You are a vital part of the functioning of the City and we appreciate your dedication to those tasks and duties that you fulfill every day.

Please accept this proclamation as we recognize and proclaim the week of May 4-10, 2025 as Professional Municipal Clerk's Week in the City of Lawndale.

City of Lawndale Proclamation

56th Annual Professional Municipal Clerks Week May 4-10, 2025

- Whereas,** The Office of the Professional Municipal Clerk is a time honored and vital part of local government that exists throughout the world; and
- Whereas,** The Office of the Professional Municipal Clerk is the oldest among public Servants, and
- Whereas,** The professional link between the citizens, local governing bodies, and agencies of government at other levels is provided by the Office of the Professional Municipal Clerk; and
- Whereas,** Professional Municipal Clerks are mindful of neutral, impartial, and equal service to all; and
- Whereas,** The Professional Municipal Clerk serves as the information center on functions of local government and community; and
- Whereas,** By their participation in education programs, seminars, workshops and annual meetings of their state, county and international professional organizations, Professional Municipal Clerks continually work to improve the administration of the affairs of their office; and
- Whereas,** It is fitting that we recognize the accomplishments and importance of the Office of the Professional Municipal Clerk.

Now, Therefore, the City Council of the City of Lawndale does hereby recognize and proclaim May 4 through May 10, 2025, as Professional Municipal Clerks Week and further extends appreciation to Lawndale Municipal City Clerk Erica Harbison, Assistant City Clerk Yvette Hall, and Administrative Assistant II Vanesa Alvarez for the vital services they perform and the dedication to the community they represent.

Proclaimed this 5th Day of May 2025



Mayor Robert Pullen-Miles

Mayor Pro Tem Pat Kearney

Councilmember Bernadette Suarez

Councilmember Sirley Cuevas

Councilmember Francisco M. Talavera



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: May 5, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant

SUBJECT: **Retirement Recognition of Riad (Roy) Itani, P.E., Senior Civil Engineer, County of Los Angeles Department of Public Works**

BACKGROUND

The City is recognizing the retirement of Riad (Roy) Itani, P.E., Senior Civil Engineer for the County of Los Angeles Public Works Department by presenting him with a retirement plaque from the City.

We are recognizing his over 37 years of service to the County of Los Angeles, with over 21 years of that service directly in support to the City of Lawndale Building and Safety Division of the Community Development Department.

Attachments

[Attachment A_Retirement Presentation to Riad Itani_LA County Dept of Public Works.pdf](#)

ATTACHMENT A

Retirement Presentation

May 5, 2025

City Council Meeting

Riad Itani, P.E.
Senior Civil Engineer
County of Los Angeles
Department of Public Works
February 1988 to April 2025

Working with the City of Lawndale
Community Development Department
Building & Safety Division
February 2004 to April 2025

In Celebration of Your Retirement

On behalf of the Lawndale City Council, we present you with this City plaque recognizing your commitment of excellence in public service for over 37 years to the County of Los Angeles Department of Public Works, including your over 21 years of service directly with the City of Lawndale Community Development Department in the Building and Safety Division.

Congratulations on your retirement as we wish you the very best in health and happiness!

Presented To
Riad Itani, P.E.
In Celebration of Your Retirement
April 29, 2025

County of Los Angeles
Department of Public Works
Senior Civil Engineer
February 1988 – April 2025

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City of Lawndale  
Community Development Department  
Building & Safety Division  
February 2004 – April 2025



With Recognition and Deep Gratitude for your Commitment of Excellence in Public Service, to the County of Los Angeles for over 37 Years and the City of Lawndale for over 21 Years. Congratulations on your Retirement as we wish you the very best!

**Presented by the Lawndale City Council**

**May 5, 2025**



## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: May 5, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**

### RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: May 5, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer  
SUBJECT: **Accounts Payable Register**

### RECOMMENDATION

Staff recommends that the City Council adopts Resolution No. CC-2505-020 authorizing the payment of certain claims and demands in the amount of \$979,950.74.

### Attachments

[A. CC-2505-020 - AP Resolution - May 05, 2025.pdf](#)

## **ATTACHMENT A**

**RESOLUTION NO. CC-2505-020**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA  
AUTHORIZING CERTAIN CLAIMS AND DEMANDS  
IN THE SUM OF \$979,950.74**

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

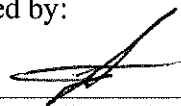
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,  
the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the  
availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law,  
and that appropriations for these claims and demands are included in the annual budget as approved  
by the City Council.

SECTION 3. That the claims and demands paid by check numbers 207401 through 207467  
for the aggregate total of \$979,950.74 are hereby authorized.

Effective Date: May 5<sup>th</sup>, 2025

Approved by:

  
\_\_\_\_\_  
Hrant Manuelian, Director of Finance

\_\_\_\_\_  
Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of May 2025.

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

State of California                    )  
County of Los Angeles            )     SS  
City of Lawnsdale                 )

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2505-020 at a regular meeting of said Council held on the 5<sup>th</sup> day of May 2025, by the following roll call vote:

| Name                       | Voting |    | Present, Not Voting |                   | Absent |
|----------------------------|--------|----|---------------------|-------------------|--------|
|                            | Aye    | No | Abstain             | Not Participating |        |
| Robert Pullen-Miles, Mayor |        |    |                     |                   |        |
| Pat Kearney, Mayor Pro Tem |        |    |                     |                   |        |
| Bernadette Suarez          |        |    |                     |                   |        |
| Sirley Cuevas              |        |    |                     |                   |        |
| Francisco M. Talavera      |        |    |                     |                   |        |

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Erica Harbison, City Clerk

**City of Lawndale**  
**Summary of Audited Claims and Demands**

**Claims and Demands Paid By Check:**

|                     |           | Check Number |        |                   |
|---------------------|-----------|--------------|--------|-------------------|
| Check Date          | Beginning |              | Ending | Aggregate Total   |
| 4/17/2025           | 207401    |              | 207438 | 325,157.33        |
| 4/24/2025           | 207439    |              | 207467 | 654,793.41        |
| <b>Total Checks</b> |           |              |        | <b>979,950.74</b> |

Check# 207454 and 207460 are reissuances of previously approved check# 206993 and 205943 respectively.

**Claims and Demands Paid By Electronic ACH Transfer:**

| Date                                         | Name of Payee | Description | Amount            |
|----------------------------------------------|---------------|-------------|-------------------|
| <b>Total ACH Payments</b>                    |               |             | <b>0.00</b>       |
| <b>Total Audited Claims and Demands Paid</b> |               |             | <b>979,950.74</b> |

## Check Register Report

Date: 04/16/2025  
Time: 4:33 pm  
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

| Check Number                       | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                    | Check Description              | Amount     |
|------------------------------------|------------|---------|----------------|---------------|--------------------------------|--------------------------------|------------|
| <b>WELLS FARGO BANK N.A Checks</b> |            |         |                |               |                                |                                |            |
| 207401                             | 04/17/2025 | Printed |                | 0112          | ALL CITY MANAGEMENT SVCS, INC  | SCHOOL CROSSING GUARD SERVICES | 7,710.64   |
| 207402                             | 04/17/2025 | Printed |                | 4185-WEST     | AMERICAN STRUCTURAL PEST       | MONTHLY PEST CONTROL-          | 184.00     |
| 207403                             | 04/17/2025 | Printed |                | 7660          | ARAMSCO INC                    | CUSTODIAL SUPPLIES             | 1,866.19   |
| 207404                             | 04/17/2025 | Printed |                | 2207          | ASAP SIGN & BANNER, LLC        | FIELD OF HONOR -               | 538.32     |
| 207405                             | 04/17/2025 | Printed |                | 8551          | ROMAN AXENTI                   | SHOP LOCAL HOME IMPROV. REBATE | 500.00     |
| 207406                             | 04/17/2025 | Printed |                | 6459          | CASC ENGINEERING & CONSULTING  | NPDES PERMIT COMPLIANCE SVCS - | 1,362.50   |
| 207407                             | 04/17/2025 | Printed |                | 0615          | CLEANSTREET, LLC               | STREET SWEEPING & DEBRIS       | 26,139.48  |
| 207408                             | 04/17/2025 | Printed |                | 0219          | COUNTY OF LA DEPT OF PUBLIC WK | TRAFFIC SIGNAL MAINT. -        | 16,507.77  |
| 207409                             | 04/17/2025 | Printed |                | 8554          | JOSE A. CUEVAS                 | SHOP LOCAL HOME IMPROV. REBATE | 350.00     |
| 207410                             | 04/17/2025 | Printed |                | 0220          | DEPARTMENT OF TRANSPORTATION   | TRAFFIC SIGNAL MAINT. -        | 1,120.09   |
| 207411                             | 04/17/2025 | Printed |                | 8250          | EMCOR SERVICES MESA ENERGY     | DIAGNOSE/ESTIMATE - PWD HVAC   | 646.00     |
| 207412                             | 04/17/2025 | Printed |                | 8552          | CHAKRIT EMPREMSILAPA           | PLANNING DEPOSIT REFUND        | 1,871.50   |
| 207413                             | 04/17/2025 | Printed |                | 1288          | EWING IRRIGATION PRODUCTS INC  | IRRIGATION REPAIR PARTS -      | 456.90     |
| 207414                             | 04/17/2025 | Printed |                | 6051          | INFANTE BROS LAWNMOWER SHOP    | HEDGE TRIMMER - PWD            | 662.99     |
| 207415                             | 04/17/2025 | Printed |                | 8244          | J & E ASPHALT MAINTENANCE, INC | FY 2023/24 CITYWIDE SIGN       | 215,650.00 |
| 207416                             | 04/17/2025 | Printed |                | 7801          | IGNATIUS LIN                   | PLANNING COMMISSION STIPEND    | 100.00     |
| 207417                             | 04/17/2025 | Printed |                | 6134          | JOHN MARTINEZ                  | PLANNING COMMISSION STIPEND    | 100.00     |
| 207418                             | 04/17/2025 | Printed |                | 2984          | MEDIA CONTROL SYSTEMS LLC      | CABLECAST SOFTWARE ASS. &      | 3,000.00   |
| 207419                             | 04/17/2025 | Printed |                | 8555          | JASON MINTER                   | EGG HUNT LEGOS - EASTER 2025   | 226.89     |
| 207420                             | 04/17/2025 | Printed |                | 8553          | NATIONAL RECREATION AND        | ANNUAL MEMBERSHIP DUE -        | 470.00     |
| 207421                             | 04/17/2025 | Printed |                | 7890          | ODP BUSINESS SOLUTIONS LLC     | OFFICE SUPPLIES                | 752.52     |
| 207422                             | 04/17/2025 | Printed |                | 7047          | PRECISION AUTO CARE, INC       | OIL CHANGE - VEH# 515          | 207.70     |
| 207423                             | 04/17/2025 | Printed |                | 7764          | NI KAL S. PRICE                | PLANNING COMMISSION STIPEND    | 50.00      |
| 207424                             | 04/17/2025 | Printed |                | 5895          | RICOH USA INC                  | USAGE CHARGES FOR COPIERS-     | 886.77     |
| 207425                             | 04/17/2025 | Printed |                | 2051          | MADONNA SITKA                  | PLANNING COMMISSION STIPEND    | 100.00     |
| 207426                             | 04/17/2025 | Printed |                | 6034          | SOUTH COAST MECHANICAL LLC     | HVAC REPAIR - CITY HALL        | 330.00     |
| 207427                             | 04/17/2025 | Printed |                | 0439          | SOUTHERN CALIFORNIA EDISON CO. | UTILITIES ELECTRICITY          | 17,272.49  |
| 207428                             | 04/17/2025 | Printed |                | 0211          | SOUTHERN CALIFORNIA NEWS GROUP | LEGAL ADS - 1209-25 CITY CLERK | 392.77     |
| 207429                             | 04/17/2025 | Printed |                | 8177          | SOUTHWEST PATROL, INC.         | ARMED SECURITY SERVICES -      | 10,800.00  |
| 207430                             | 04/17/2025 | Printed |                | 0346          | SPARKLETTS                     | BOTTLE WATER SERVICE -         | 665.46     |
| 207431                             | 04/17/2025 | Printed |                | 6349          | STEAMX, LLC                    | TAIL LIGHT - REPAIR PRESSURE   | 20.03      |
| 207432                             | 04/17/2025 | Printed |                | 0458          | THE SALVATION ARMY             | MEALS ON WHEELS - MAR. 2025    | 618.00     |
| 207433                             | 04/17/2025 | Printed |                | 3672-CCK      | U.S. BANK CORPORATE PAYMENT    | CREDIT CARD PAYMENT            | 1,084.41   |
| 207434                             | 04/17/2025 | Printed |                | 3672-CMD      | U.S. BANK                      | CREDIT CARD PAYMENT            | 739.68     |
| 207435                             | 04/17/2025 | Printed |                | 3672-PWD      | U.S. BANK                      | CREDIT CARD PAYMENT            | 1,957.62   |
| 207436                             | 04/17/2025 | Printed |                | 6112          | DANIEL URRUTIA                 | PLANNING COMMISSION STIPEND    | 100.00     |
| 207437                             | 04/17/2025 | Printed |                | 0480          | VISTA PAINT                    | GRAFFITI SUPPLIES              | 720.23     |
| 207438                             | 04/17/2025 | Printed |                | 0493          | ZUMAR INDUSTRIES, INC          | STREET BARRICADES, ORANGE      | 8,996.38   |

Total Checks: 38

Checks Total (excluding void checks): 325,157.33

Total Payments: 38

Bank Total (excluding void checks): 325,157.33



Check Register Report

Date: 04/16/2025  
Time: 4:33 pm  
Page: 2

City of Lawndale

BANK: WELLS FARGO BANK N.A

| Check Number       | Check Date | Status | Void/Stop Date | Vendor Number                        | Vendor Name | Check Description | Amount     |
|--------------------|------------|--------|----------------|--------------------------------------|-------------|-------------------|------------|
| Total Payments: 38 |            |        |                | Grand Total (excluding void checks): |             |                   | 325,157.33 |

## Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 04/23/2025

Time: 6:08 pm

Page: 1

| Check Number                       | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                    | Check Description              | Amount     |
|------------------------------------|------------|---------|----------------|---------------|--------------------------------|--------------------------------|------------|
| <b>WELLS FARGO BANK N.A Checks</b> |            |         |                |               |                                |                                |            |
| 207439                             | 04/24/2025 | Printed |                | 8214          | VANESA ALVAREZ                 | FY 24/25 TUITION REIMBURSEMENT | 160.00     |
| 207440                             | 04/24/2025 | Printed |                | 0372C         | AT & T                         | PHONE CHARGES                  | 1,132.61   |
| 207441                             | 04/24/2025 | Printed |                | 7889          | CHARTER COMMUNICATIONS         | SPECTRUM BUSINESS TV           | 521.24     |
| 207442                             | 04/24/2025 | Printed |                | 0190          | COLONIAL LIFE & ACCIDENTS, INC | APR. 2025-INS PRE-TAX/POST TAX | 3,295.06   |
| 207443                             | 04/24/2025 | Printed |                | 0216          | DELTA DENTAL                   | APR. 2025 DENTAL PREMIUM       | 2,711.96   |
| 207444                             | 04/24/2025 | Printed |                | 0389          | DELTA DENTAL INSURANCE COMPANY | APR. 2025 DENTAL PREMIUM       | 271.98     |
| 207445                             | 04/24/2025 | Printed |                | 8316          | DIAMOND ENVIRONMENTAL SERVICES | PORTABLE RESTROOM RENTAL -     | 280.05     |
| 207446                             | 04/24/2025 | Printed |                | 0441          | GOLDEN STATE WATER CO.         | WATER USAGE SERVICES           | 17,717.78  |
| 207447                             | 04/24/2025 | Printed |                | 8150          | HEALTH AND HUMAN RESOURCE      | APR. 2025 EMPLOYEE ASSIST      | 76.14      |
| 207448                             | 04/24/2025 | Printed |                | 0308          | LOS ANGELES COUNTY             | PUBLIC SAFETY SERVICES -       | 599,529.71 |
| 207449                             | 04/24/2025 | Printed |                | 8560          | CHRISTINA MACAULAY             | HOST LAWNGDALE YOUTH           | 500.00     |
| 207450                             | 04/24/2025 | Printed |                | 8557          | VICTORIA MENDOZA               | CONS & DEMO DEPOSIT REFUND     | 517.50     |
| 207451                             | 04/24/2025 | Printed |                | 6445          | MICHAEL BAKER INTL, INC        | CDBG CONSULTING SERVICES -     | 3,405.50   |
| 207452                             | 04/24/2025 | Printed |                | 8550          | NINJA NATION LLC               | GROUND OBSTACLE COURSE -       | 2,500.00   |
| 207453                             | 04/24/2025 | Printed |                | 0572          | ONE WAY PHOTOGRAPHY            | CITY PHOTO/DIGITAL FILE-       | 300.63     |
| 207454                             | 04/24/2025 | Printed |                | 6734          | PULLEN-MILES FOR MAYOR 2024    | CANIDIDATE STATEMENT REFUND    | 237.94     |
| 207455                             | 04/24/2025 | Printed |                | 8558          | JOHN SCHREIBER                 | SHOP LOCAL HOME IMPROV. REBATE | 250.00     |
| 207456                             | 04/24/2025 | Printed |                | 8556          | BARRY SILVER                   | PLANNING DEPOSIT REFUND        | 1,775.52   |
| 207457                             | 04/24/2025 | Printed |                | 0440          | SOUTHERN CALIFORNIA GAS CO.    | UTILITY GAS CHARGES            | 212.05     |
| 207458                             | 04/24/2025 | Printed |                | 0211          | SOUTHERN CALIFORNIA NEWS GROUP | LEGAL ADS - 25-10              | 1,670.17   |
| 207459                             | 04/24/2025 | Printed |                | 3515          | LEWIS STOWERS                  | CO-HOST LAWNGDALE YOUTH        | 500.00     |
| 207460                             | 04/24/2025 | Printed |                | 6251          | BERNADETTE SUAREZ              | CANDIDATE STATEMENT -          | 52.69      |
| 207461                             | 04/24/2025 | Printed |                | 2002          | THE STANDARD, UNIT 22          | LIFE,AD&D,LTD INSURANCE PREM - | 1,721.74   |
| 207462                             | 04/24/2025 | Printed |                | 5319A         | THREE BROTHERS PARTY RENTALS   | TABLES, CHAIRS & TENTS - EGG   | 536.00     |
| 207463                             | 04/24/2025 | Printed |                | 8120          | TUCKER TOURS, LLC              | TRAVEL CLUB - LEGEND WOMEN     | 3,900.00   |
| 207464                             | 04/24/2025 | Printed |                | 3672-CSD      | U.S. BANK                      | CREDIT CARD PAYMENT            | 6,797.10   |
| 207465                             | 04/24/2025 | Printed |                | 4715          | URBAN FUTURES, INC             | DISCLOSURE/COMPLIANCE SVCS     | 2,250.00   |
| 207466                             | 04/24/2025 | Printed |                | 0479          | VISION SERVICE PLAN            | VISION PREMIUM APR. 2025       | 1,385.04   |
| 207467                             | 04/24/2025 | Printed |                | 8559          | DANIEL YEE                     | CONS & DEMO DEPOSIT REFUND     | 585.00     |

Total Checks: 29

Checks Total (excluding void checks): 654,793.41

Total Payments: 29

Bank Total (excluding void checks): 654,793.41

Total Payments: 29

Grand Total (excluding void checks): 654,793.41

**Council Meeting 5/05/2025**  
**Details of US Bank Credit Card Charges & Petty Cash Expenses**

| <b>Date</b>                                | <b>Vendor</b>      | <b>Description</b>                                                                                   | <b>Amount</b>      |
|--------------------------------------------|--------------------|------------------------------------------------------------------------------------------------------|--------------------|
| <b>Vendor# 3672-CCK</b>                    |                    |                                                                                                      |                    |
| 3/11/2025                                  | Renaissance Hotels | Hotel stay for Erica Harbison - CCCA conference May 15-18,2025 - Cancelled - charge will be refunded | 861.33             |
| 3/17/2025                                  | Ohana BBQ          | Dinner for councilmembers and staff - city council meeting on 3/17/2025                              | 219.78             |
| 3/17/2025                                  | Ohana BBQ          | Drink for councilmembers and staff - city council meeting on 3/17/2025                               | 3.30               |
| <b>Check Date 4/17/2025; Check# 207433</b> |                    |                                                                                                      | <b>\$ 1,084.41</b> |

| <b>Date</b>                               | <b>Vendor</b>                           | <b>Description</b>                                                                                                                                                                                                                                | <b>Amount</b>    |
|-------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Vendor# 3672-CMD</b>                   |                                         |                                                                                                                                                                                                                                                   |                  |
| 2/28/2025                                 | South Bay Cities Council of Government  | Credit of Prepaid Conference Lunch for Councilman Talavera - SBCCOG General Assembly - March 2025 (Note: Since payment was made the SBCCOG is now refunding the lunch fee - the credit is now posted on this credit card billing cycle/statement) | (15.00)          |
| 3/4/2025                                  | Los Angeles County Economic Development | LAEDC 88 Cities Summit Registration - Torrance, CA - March 19, 2025 - F. Talavera, Councilman                                                                                                                                                     | 100.00           |
| 3/3/2025                                  | Ohana BBQ Lawndale                      | 10 Total Pre-City Council Mtg Meals (3 Electeds' meals and 7 Staff meals) 3/3/25 City Council meeting                                                                                                                                             | 174.61           |
| 3/6/2025                                  | HR Direct                               | Retirement Service Lapel Pin for Vilma Hall, Sr. Recreation Leader, Retiring after 28 Years of Service                                                                                                                                            | 48.94            |
| 3/12/2025                                 | Click Send                              | Street Sweeping Notification APP for City Website - Account Recharge in advance of usage (residents sign up on city website)                                                                                                                      | 20.00            |
| 3/13/2025                                 | E&H Engraving                           | 5 City Plaques (3 Outgoing Commissioners and Board Members; 1 LASD Deputy Wada Retirement; 1 Employee Retirement (Vilma Hall, CSD)                                                                                                                | 411.13           |
| <b>Check Date 4/17/2025; Check#207434</b> |                                         |                                                                                                                                                                                                                                                   | <b>\$ 739.68</b> |

| <b>Date</b>             | <b>Vendor</b>           | <b>Description</b>                                                                       | <b>Amount</b> |
|-------------------------|-------------------------|------------------------------------------------------------------------------------------|---------------|
| <b>Vendor# 3672-PWD</b> |                         |                                                                                          |               |
| 2/27/2025               | EB 2025 Morning Seminar | Watch Book Morning Seminar; New Standards & Guidelines for Jack Martin & Violet Escobedo | 120.00        |
| 2/27/2025               | Amazon                  | Two step stool for PW                                                                    | 74.73         |

|           |                                      |                                                                                                         |         |
|-----------|--------------------------------------|---------------------------------------------------------------------------------------------------------|---------|
| 2/28/2025 | The Home Depot                       | Corner brace 4 pk, steel flat bar, Fabuloso, drum liners                                                | 99.89   |
| 3/3/2025  | Amazon                               | Stash green tea                                                                                         | 19.00   |
| 3/3/2025  | Costco Wholsale                      | office supplies                                                                                         | 60.07   |
| 3/4/2025  | Amazon                               | Computer monitor memo, bathroom hook, desk monitor organizer, heavy duty writing table, telephone stand | 231.88  |
| 3/3/2025  | The Home Depot                       | Clorox disinfecting wipes                                                                               | 13.21   |
| 3/3/2025  | The Home Depot                       | Airwick freshner                                                                                        | 16.52   |
| 3/5/2025  | O'Reilly Auto Parts                  | wiper blades for vehicle # 521 returned                                                                 | (17.64) |
| 3/5/2025  | O'Reilly Auto Parts                  | wiper blades for vehicle # 521                                                                          | 88.18   |
| 3/4/2025  | The Home Depot                       | Airwick freshner, bleach spray bottle                                                                   | 44.04   |
| 3/7/2025  | Southern California Waste Management | Annual Spring conference for Grace Huizar                                                               | 285.00  |
| 3/7/2025  | Costco                               | Public Works conference room monitor                                                                    | 390.99  |
| 3/9/2025  | The Home Depot                       | white paint                                                                                             | 89.46   |
| 3/11/2025 | The Home Depot                       | steel bommerang hitch pin, X- mount starter kit with 2in ball                                           | 53.97   |
| 3/17/2025 | Fed Ex Office                        | Printing of plans for CIP irrigation @ Rogers Anderson Park                                             | 295.28  |
| 3/17/2025 | The Home Depot                       | wired push button for CSD front desk                                                                    | 10.99   |
| 3/18/2025 | The Home Depot                       | brass grommet fasting kit                                                                               | 30.79   |
| 3/20/2025 | VIP Detail Services                  | Car wash for vehicle # 517                                                                              | 34.74   |
| 3/19/2025 | The Home Depot                       | 23 gauge pin nail for CSD gym door                                                                      | 16.52   |

**Check Date 4/17/2025; Check#207435**

**\$ 1,957.62**

| <b>Date</b>             | <b>Vendor</b>                  | <b>Description</b>                                                            | <b>Amount</b> |
|-------------------------|--------------------------------|-------------------------------------------------------------------------------|---------------|
| <b>Vendor# 3672-CSD</b> |                                |                                                                               |               |
| 2/24/2025               | Expedia                        | Car Rental and Room Reservation for 4 nights (March 17, 2025- March 21, 2025) |               |
| 2/25/2025               | Amazon                         | Director, Jason, to attend CA Parks and Recreation Society Conference         | 2,200.70      |
|                         |                                | Office pens and kleenex tissue                                                | 53.52         |
| 2/24/2025               | Southwest Airlines             | Round Trip Flight to Sacramento (March 17, 2025- March 21, 2025)              |               |
| 2/28/2025               | Twins Cleaners and Alterations | Director, Jason, to attend CA Parks and Recreation Society Conference         | 246.97        |
| 3/3/2025                | Amazon                         | x7 table cloths dry cleaned                                                   | 116.18        |
| 3/4/2025                | Amazon                         | 12 roll pack of office tape                                                   | 22.98         |
| 3/5/2025                | Smart and Final                | Bulletin board for Fitness Room                                               | 398.88        |
| 3/10/2025               | Espresso Partners              | Water and treats for new term Senior Advisory Committee Meeting               | 36.89         |
|                         |                                | Service and labor for 3rd floor kitchen/Senior Program Coffee Brewer          | 507.55        |

|           |                                       |                                                                                                  |        |
|-----------|---------------------------------------|--------------------------------------------------------------------------------------------------|--------|
| 3/11/2025 | Smart and Final                       | Senior Lunch Program supplies                                                                    | 347.11 |
| 3/10/2025 | Sprouts Farmers Market                | Snack for new term Parks, Recreation and Services Commissioners                                  | 16.77  |
| 3/11/2025 | Dollar Tree                           | Senior Easter luncheon gifts supplies                                                            | 33.63  |
|           |                                       | \$100 donated gift card from Costco for Senior Raffle gifts and \$36.52 balance paid by the City | 36.52  |
| 3/11/2025 | Costco                                |                                                                                                  |        |
| 3/13/2025 | Keep it Cold                          | 12' Refrigerated Trailer for Youth Day Parade                                                    | 699.03 |
| 3/12/2025 | LA Sign Factory                       | x5 (3x6) 2025 Egg Hunt banners for parks (deposit)                                               | 496.00 |
| 3/14/2025 | Amazon                                | 2025 Egg Hunt bag giveaways for children.                                                        | 667.09 |
| 3/14/2025 | Amazon                                | x2 front desk Canon toner                                                                        | 264.58 |
| 3/15/2025 | Amazon                                | chair mat for Senior Nutrinist (Claudia Medina-Lopez)                                            | 44.10  |
|           |                                       | keyboard and wireless mouse for front desk station 1 (Admin Assistant, Cynthia Rodriguez)        | 41.88  |
| 3/16/2025 | Amazon                                |                                                                                                  |        |
| 3/13/2025 | OTC Brands (Oriental Trading Company) | x24 easter baskets for public 2025 Egg Hunt                                                      | 66.13  |
| 3/19/2025 | LA Sign Factory                       | x5 (3x6) 2025 Egg Hunt banners for parks (balance)                                               | 165.50 |
|           |                                       | Keyboard and mouse support for front desk station 1 (Admin Assistant, Cynthia Rodriguez)         | 8.37   |
| 3/20/2025 | Amazon                                |                                                                                                  |        |
| 3/20/2025 | Amazon                                | Easter grass for baskets                                                                         | 41.80  |
|           |                                       | Seat cushion and lumbar support for front desk station 1 (Admin Assistant, Cynthia Rodriguez)    | 39.63  |
|           |                                       | Car Rental Return cost for 4 nights (March 17, 2025- March 21, 2025)                             |        |
| 3/22/2025 | Alamo Rent-A-Car                      | Director, Jason, to attend CA Parks and Recreation Society Conference                            | 74.90  |
|           |                                       | Hotel Valet parking for 3 days (\$136 on city card + \$50 on personal card)                      |        |
| 3/21/2025 | Hyatt Centric Downtown                | Director J. Minter, attended CA Parks and Recreation Society Conference                          | 136.00 |
| 3/21/2025 | Amazon                                | x1 Dewalt staple gun                                                                             | 34.39  |

**Check Date 4/24/2025; Check# 207464**

**\$ 6,797.10**

#### Petty Cash

\*No petty cash replenishment during this period.



## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: May 5, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant  
Yvette Palomo, Assistant City Clerk

SUBJECT: **Minutes of the Lawndale City Council Regular Meeting - April 21, 2025**

### RECOMMENDATION

Staff recommends that the City Council approve the minutes.

### **Attachments**

[Attachment A - Draft 4/21/25 Minutes](#)

# ATTACHMENT A

**DRAFT MINUTES**  
**LAWNDALE CITY COUNCIL REGULAR MEETING**  
**April 21, 2025**

**A. CALL TO ORDER AND ROLL CALL**

Mayor Pullen-Miles called the meeting to order at 6:31 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Pat Kearney, Councilmember Bernadette Suarez, Councilmember Sirley Cuevas, Councilmember Francisco M. Talavera arrived at 7:01 p.m.

Other Participants: City Manager Dr. Sean M. Moore, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Palomo, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Captain Nicole Palomino, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Public Works Director Luis (Lucho) Rodriguez, Community Development Director Peter Kann

**B. CEREMONIALS (Flag Salute and Inspiration)**

Mayor Pro Tem Kearney led the flag salute. Pastor George Magdalany of Hope Chapel Hawthorne provided the inspiration.

**C. PUBLIC SAFETY REPORT**

**1. Los Angeles County Sheriff's Department Update**

Captain Palomino summarized the recent law enforcement activities and invited the community to attend the next Neighborhood Watch meeting scheduled for May 21, 2025, at 6:00 p.m. at the Harold E. Hofmann Community Center.

**D. PRESENTATIONS**

**2. Presentation by South Bay Cities Council of Governments on Housing Focused Case Management Program and Los Angeles County Measure A**

— Presentation by Ronson Chu, Senior Project Manager, South Bay Cities Council of Governments and Jonathan Said, Homeless Services Manager, St. Margaret's Center (Catholic Charities).

Ronson Chu, Senior Project Manager of South Bay Cities Council of Governments (SBCCOG) provided a presentation about their Housing Focused Case Management Program and Los Angeles County Measure A.

Councilmember Suarez invited Senior Project Manager Chu to attend a Homelessness Solutions Standing Committee meeting.



At the request of Mayor Pullen-Miles and Mayor Pro Tem Kearney, Senior Project Manager Chu provided information about the Los Angeles County Homeless Court services, how the City can participate, and their partnership with the South Bay Workforce Investment Board.

#### **E. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)**

Ray Hollar, Resident, commented on his recent experience when trying to get help for houseless residents.

Ryan, Resident, commented in support of the Local Transit Network (LTN) plan, bicycle infrastructure, and on South Bay Bicycle Coalition Plus (SBBC+) active transport corridor program.

Andrew Blackney, Resident, announced that he is a SBBC+ representative, invited the City to participate in the Redondo Beach Blvd Active Transportation Corridor Metro Project, commented on making the corridor safer for students and on the public comment submitted for Closed Session Item 17. Conference with Legal Counsel - Existing Litigation.

Chandler Weber, Public Information Officer of United States Small Business Administration (SBA), provided information on how his office assists small businesses, homeowners, renters and discussed deadlines to apply for disaster assistance.

Matthew Brown, Resident, asked the City to consider installing Bocce courts.

Josh Gorman, Beautification Committee member, invited residents to submit their artwork for the City's Art in Public Places project, and to attend Beautification Committee meetings held every second Thursday of the month, on the second floor of the Harold E. Hofmann Community Center.

Holly Osborne, Redondo Beach Resident, commented on Metro's Right-of-Way (ROW) measurements.

Michelle Pino, Library Manager, thanked everyone that attended the Library Fest and announced the library's upcoming events.

Chelsea Schreiber, Resident, thanked the City Councilmembers for the Easter Egg Hunt event.

#### **F. COMMENTS FROM COUNCIL**

Councilmember Talavera thanked everyone for attending tonight's meeting, apologized for being late, commented on an incident at his property, expressed support of installing Bocce courts, thanked Beautification Committee member Gorman for announcing the Art in Public Places project, commented on working together for the safety of the homeowners on the ROW, and apologized to Library Manager Pino for not attending the Library Fest.

Councilmember Suarez thanked everyone for attending tonight's meeting, commented on addressing the homelessness topics mentioned by SBCCOG Senior Project Manager Chu at the upcoming Homelessness

Solutions Standing Committee meeting, requested additional information on the Redondo Beach Blvd Active Transportation Corridor Metro Project, asked staff to follow up on the public comment about Bocce courts, and thanked Beautification Committee member Gorman for attending tonight's meeting to remind everyone of the Art in Public Places project.

Councilmember Cuevas thanked everyone for attending tonight's meeting and speaking, commented that she enjoyed her time at the Library Fest, thanked Resident Blackney for the informational packet he provided, for representing Lawndale in the SBBC+, and Beautification Committee member Gorman for reminding everyone about the Art in Public Places project and for providing updates on the Beautification Committee.

Mayor Pro Tem Kearney thanked everyone for attending tonight's meeting, commented that he had a great time at the Library Fest, he will contact Residents Ryan and Blackney regarding SBBC+, Bocce is a fun sport, asked why Church buildings are not included in the SBA program, and thanked Beautification Committee member Gorman for the updates.

Mayor Pullen-Miles thanked everyone for attending tonight's meeting, Resident Brown for bringing Bocce to their attention, Beautification Committee member Gorman for reminding everyone about the Art in Public Places project, Library Manager Pino for the Library Fest event, Resident Hollar for commenting on the homelessness services issues, Resident Ryan for speaking about the Local Transit Network (LTN) plan, asked staff to post the SBA information on the City's website, and commented that the City will look vibrant when art is added to the utility boxes.

## **G. CONSENT CALENDAR**

### **3. Motion to read by title only and waive further reading of all ordinances listed on the Agenda**

— Recommendation: that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

### **4. Accounts Payable Register**

— Recommendation: that City Council adopts Resolution No. CC-2504-019 authorizing the payment of certain claims and demands in the amount of \$282,734.95.

### **5. Minutes of the Lawndale City Council Regular Meeting - April 7, 2025**

— Recommendation: that the City Council approve the minutes.

### **6. Consideration of Claim for Damage**

— Recommendation: that City Council reject the claim filed by Law Offices of McCune & Harber, LLP, on behalf of the City of Redondo Beach and instruct staff to process the appropriate

**7. Adopt Resolution to Approve Fiscal Year 2024-25 Annual Review and Records Retention Schedule Update to City Council Policy No. 77-04 Records and Information Management**

— Recommendation: that the City Council adopt Resolution No. CC-2505-023 updating City Council Policy No. 77-04 with Exhibit A Records Retention Schedule for Fiscal Year 2024-25.

**A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to approve the Consent Calendar. The motion passed by a vote of 5-0.**

**H. ADMINISTRATION**

**8. Consider Cancellation of July 7, 2025, City Council Meeting**

— Recommendation: that the City Council 1.) Cancel the scheduled City Council meeting on July 7, 2025, due to the Fourth of July Holiday; or 2.) Make no changes to the City Council meeting scheduled for July 7, 2025; or 3.) Provide the City Manager and staff with alternative direction.

In response to Councilmember Cuevas' questions, City Manager Dr. Moore responded that City Council meetings are typically cancelled the Monday before the holiday, and a Special Meeting can be called if needed.

**A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Suarez to cancel the scheduled City Council meeting on July 7, 2025, due to the Fourth of July Holiday. The motion passed by a vote of 5-0.**

**9. Presentation by Andrew Njumba, Assistant Deputy Director, Sewer Maintenance Division, Los Angeles County Public Works; Regarding Notification of Proposed Rate Increase - Consolidated Sewer Maintenance District**

— Recommendation: that the City Council acknowledge the notification received from the Los Angeles County Public Works Department regarding the proposed rate increase for the Consolidated Sewer Maintenance District. This is only an informational report about the LA County's Consolidated Sewer Maintenance District Proposed Rate Increase. No City Council action is required.

Public Works Director Rodriguez presented the staff report.

Los Angeles County Public Works Assistant Deputy Director Andrew Njumba provided a presentation on the notification of proposed rate increase of consolidated sewer maintenance district.

In response to Mayor Pro Tem Kearney's questions, Assistant Deputy Director Njumba stated that it is a 3-year fixed-rate increase, the last two years will be increased by the rate of inflation as determined by the Consumer Price Index, and fees for vacant properties are added to the property taxes.

At Public Works Director Lucho's request, Assistant Deputy Director Njumba announced that the public hearing is scheduled for June 24, 2025 at Kenneth Hahn Hall of Administration and information on how to

**By consensus, the City Council acknowledged the notification received from the Los Angeles County Public Works Department regarding the proposed rate increase for the Consolidated Sewer Maintenance District, and received and filed the report.**

**10. Traffic Calming Efforts for 147th Street**

— Recommendation: that City Council 1.) Direct staff on the installation of temporary lighted traffic barrels at all street intersections on 147th Street; or 2.) Direct staff to continue gathering proposals from traffic engineering firms for the Traffic Calming Devices policy and Traffic Calming efforts on 147th Street, and present them to City Council for approval and funding.

City Manager Dr. Moore commented that staff is continuing to research calming efforts.

City Attorney Murphy announced that Councilmember Cuevas is recused from commenting on the issues on 147th Street under the Political Reform Act and Fair Political Practices Commission Regulations because her property is within 500 feet of the area at issue and indicated that stepping down from the dais during the discussion would be appropriate.

Public Works Director Rodriguez presented the staff report.

Mayor Pro Tem Kearney commented that he does not support creating a roundabout or installing delineator posts, and asked for the status of reflective tape for stop signs.

Public Works Director Rodriguez responded that there are 62 stop signs that will benefit from reflective tape, the materials cost estimate is \$10,000, currently there is no budget set aside for that project, and he will invite a traffic engineer to provide information on raised pavement markers.

Discussion ensued among City Councilmembers and Public Works Director Rodriguez about speeding issues, speed hump requirements, how to improve driver behavior, data on speed humps contributing to vehicle accidents, 147th Street not meeting the criteria for a traffic signal, installing a traffic camera on stop signs and installing reflective tape only on stop signs at 147th Street to study the outcome.

Mayor Pullen-Miles opened public comments.

Sirley Cuevas, Resident, commented on the history of 147th Street, and stated that she hopes the City Councilmembers listen to the residents and find a solution.

Rhonda Hofmann Gorman, Resident, thanked staff for researching traffic calming efforts in a timely manner, commented on finding a solution to improve driver behavior, is in favor of traffic cameras being installed and suggested receiving input from first responders to ensure that traffic calming measures do not interfere with emergency response access.

Andrew Blackney, Resident, commented that general traffic calming measures should be discussed, and that physical implements would improve driver behavior.

Juan, Resident, commented on an incident that a resident had, stated that everyone should work together to find a solution, and agrees that first responders should provide input.

Randall Abram, Resident, commented on the staff report and the traffic study figures, what the City has implemented, recommendations in the traffic study, cost of additional traffic study reports and the liability of accidents caused by speed humps.

Annette Owens, Resident, commented on emergency vehicles driving through street calming measures, and on the differences between various street calming measures.

Mayor Pullen-Miles closed public comments.

Councilmember Suarez thanked everyone that spoke, commented on different short term and long-term options, reducing the street speed limit, does not support installing reflective tape on stop signs, and is in favor of exploring different options to improve driver behavior.

Mayor Pullen-Miles commented that public behavior is affected by public policy, and in favor of exploring road diet improvement options.

Public Works Director Rodriguez commented that a traffic study of the westside will be provided in the future, there is a benefit of adding angled parking on a portion of the street and provided other short-term and long-term options.

Discussion ensued among City Councilmembers and staff regarding the timeframe the different options would take to be implemented, temporary lighted traffic barrels, the cost and bringing the item back to approve the cost.

**By consensus, the City Council directed staff to continue gathering proposals from traffic engineering firms for the Traffic Calming Devices policy and Traffic Calming efforts on 147th Street, gather the cost for short term options, and present them to City Council for consideration.**

**11. Consideration to Terminate Metro Right-of-Way Maintenance License**

— Recommendation: that City Council to discuss the possible termination of the License agreement and provide direction to staff for next steps.

Public Works Director Rodriguez presented the staff report.

In response to Mayor Pullen-Miles' question, City Manager Dr. Moore provided the history of the ownership of the Right-of-Way (ROW) and commented that the City will not have access to maintain the ROW if City Council terminates the Metro Right-of-Way Maintenance License.



Dave Bradford, BNSF Railway Company Southern California Division Engineer introduced himself.

Public Works Director Rodriguez commented on permits BNSF Railway Company applied for to install no crossing signs.

In response to Councilmember Cuevas's question, Southern California Division Engineer Bradford responded that Metro would be responsible for maintenance if the maintenance license is terminated.

In response to Councilmember Cuevas's question, City Manager Dr. Moore responded that an item will be added to a future agenda to bring BNSF Railway Company staff back to discuss other issues.

Councilmember Cuevas commented in opposition to terminating the Metro Right-of-Way Maintenance License because Metro may not maintain the ROW as needed.

Mayor Pullen-Miles opened public comments.

Ray Hollar, Resident, commented on the amount the City pays to maintain the ROW, asked who maintenance requests should be reported to if the maintenance agreement is terminated and commented in favor of terminating the ROW maintenance license.

Annette Owens, Resident, commented on the funds that the City has paid toward maintaining the ROW and in favor of terminating the ROW maintenance license.

Chelsea Schreiber, Resident, commented in favor of terminating the ROW maintenance license.

Randall Abram, Resident, commented on the effects terminating the ROW maintenance license may have.

Mayor Pullen-Miles closed public comments

In response to Mayor Pro Tem Kearney's questions, City Manager Dr. Moore responded that Metro can be invited to attend a City Council meeting to answer questions, including reimbursement to the City for maintaining the ROW.

Councilmember Suarez commented on the reasons that she brought this item forward, the possibility of recuperating the cost of maintenance, the increase in crime, and using funds more effectively.

In response to Mayor Pullen-Miles' question, City Attorney Murphy responded that an amendment to the license agreement would need to be made to recuperate the cost of maintenance.

Councilmember Cuevas commented that the City risks losing green space if the ROW maintenance license is terminated.

In response to Mayor Pro Tem Kearney's questions, Public Works Director Rodriguez stated that Mariposa Landscapes, Inc. can be asked to maintain the ROW less frequently to minimize the cost.

April 21, 2025

**By consensus, the City Council directed staff to invite Metro staff to a future City Council meeting and provide information on whether neighboring Cities have a maintenance agreement with Metro for the ROW.**

**12. Quarterly Investment Report for the Quarter Ended March 31, 2025**

— Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended March 31, 2025.

By consensus, the City Council directed staff to invite Metro staff to a future City Council meeting and provide information on whether neighboring Cities have a maintenance agreement with Metro for the ROW.

**By consensus, the City Council received and filed the Quarterly Investment Report for the quarter ended March 31, 2025.**

**13. Approve an Agreement for the Purchase and Installation of Shade Covers at Charles B. Hopper Park**

— Recommendation: that the City Council approve an agreement with USA Shade for an amount not-to-exceed \$24,985.13 for the purchase and installation of three (3) shade covers at Charles B. Hopper Park.

Community Services Director Minter presented the staff report.

**A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to approve an agreement with USA Shade for an amount not to-exceed \$24,985.13 for the purchase and installation of three (3) shade covers at Charles B. Hopper Park. The motion passed with a vote of 5.**

**I. CITY MANAGER REPORT**

City Manager Dr. Moore deferred his time to Community Services Director Minter.

Community Services Director Minter invited everyone to attend the City's Youth Day Parade on Saturday, April 26, 2025, at 10:00 a.m., on Manhattan Beach Boulevard, and west of Prairie and the Lawndale Elementary School District Spring Extravaganza & Parade from 10:30 a.m. to 1:00 p.m. at Lawndale City Hall.

**J. ITEMS FROM CITY COUNCILMEMBERS**

**14. Reduction in Site Plan Review Deposits**

— Recommendation: that the City Council 1.) Direct staff to lower the Site Plan Review fee/deposit to \$1,600; or 2.) Provide further direction to staff.

Community Development Director Kann presented the staff report.

In response to Councilmember Cuevas's question, Community Development Director Kann stated that an average of \$900 is refunded at the end of projects.

April 21, 2025

City Manager Dr. Moore commented that in reviewing projects, it was determined that a project costs an average of \$1,600, the amount is being lowered to help the community and residents, and it was requested by Mayor Pullen-Miles.

Discussion ensued among City Councilmembers and staff about the time spent reviewing site plans, what is reviewed, simplifying the process for residents, and numerous revisions of site plans.

Councilmember Suarez requested that the site plan review process be agendized.

**A motion was made by Mayor Pullen-Miles and seconded by Mayor Pro Tem Kearney to direct staff to lower the Site Plan Review fee/deposit to \$1,600. The motion passed by a vote of 5-0.**

**15. Report of Attendance at Meetings**

Councilmember Talavera attended the City's Easter Egg Hunt event, a Senior Lunch and is looking forward to participating in the Youth Day Parade on Saturday, April 26, 2025.

Councilmember Suarez attended the California Contract Cities Association (CCCA) Board of Directors meeting,

asked if customer service training for staff can be agendized, Lemonade Day be discussed, and for the status on the request for a customer service survey to be conducted by a third party.

Community Development Director Kann responded that he has done research and is in communication with an Information Technology Technician to implement the customer service survey.

Councilmember Cuevas attended the City's Easter Egg Hunt event, asked if it is possible to combine the event at one park, attended the Second Annual Wilson 'N William Theatre Showcase, Library Fest, CCCA Board of Directors meeting, and asked if the Shop Local Rebate Program is still active and encouraged residents to shop locally.

Finance Director Manuelian responded that the Shop Local Rebate Program is active, and funds are still available.

Mayor Pro Tem Kearney attended a CCCA Liability Trust and Oversight Committee meeting, the City's Easter Egg Hunt event, Library Fest, Neighborhood Watch meeting, provided history on why the egg hunt held at two parks, and agreed that Metro's Board of Directors should be expanded.

Mayor Pullen-Miles attended the Los Angeles County Sanitation Districts meeting, the City's Easter Egg Hunt event, Library Fest and a Los Angeles County City Selection Committee meeting.

**K. CLOSED SESSION**

**16. Conference with Labor Negotiator**



April 21, 2025

— The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney, and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

**17. Conference with Legal Counsel – Existing Litigation**

— The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d) (1), to discuss existing litigation: Name of Case: City of Lawndale v. LA Investment, LLC (LA Superior Court Case No. 20TRCV00065).

City Attorney Murphy read the aforementioned Closed Session matters by title only.

A written public comment was received regarding Agenda Item K.17. Conference with Legal Counsel - Existing Litigation, from Theodore S. Wolter of Klinedinst Attorneys.

The City Council convened into closed session at 9:49 p.m.

The City Council reconvened from closed session at 10:34 p.m.

**City Attorney Murphy announced that there was no reportable action for Closed Session Item No. K.16 Conference with Labor Negotiator and announced that for Closed Session Item No. K.17 Conference with Legal Counsel - Existing Litigation, the City Council gave direction to settle the case, and if settlement terms are reached, a settlement agreement be brought back for City Council's a approval.**

**L. ADJOURNMENT**

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 10:36p.m.

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Robert Pullen-Miles, Mayor

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Erica Harbison, City Clerk

Approved: May 5, 2025



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: May 5, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/Director of Human Resources  
Micah Cohler, Cable TV Supervisor

SUBJECT: **Approve Agreement to Upgrade City's Cable Television Video Editing Networked Storage Server**

### BACKGROUND

The City of Lawndale's Cable Television Division currently utilizes an Apace Network Storage System to archive, edit, and store historical master video recordings. In 2017, the City approved an upgrade of this system from 16 Terabytes to a 64 Terabyte to address aging hardware and the risk of potential failure. Now, after eight years of service, the video and editing storage system is at its end-of-life cycle and we are currently running the risk of failure and data loss. As a result, replacing the system has become critical to ensure the preservation of both historical and future video content.

### STAFF REVIEW

The Cable Television Division has relied on its current Apace Network Storage System for many years. This system continues to be the ideal solution for the City's needs, offering the necessary functioning to manage and migrate its media and video projects from its current server to a new upgraded platform. Staff conducted research on available vendors that can provide a turnkey replacement system and learned that International Electronic Enterprises, Inc. (IEEI), based in Newport Beach, California, is the sole authorized dealer for Apace Network Storage System in Southern California.

During Fiscal Year 2024/ 2025 budget process, City Council approved funding for the replacement of the existing Apace Network Video Storage System. The attached agreement outlines the purchase and installation of a new Apace Systems eStor unit with 128TB raw capacity; spare 16000GB - Apace tested and certified SATA Spare drives with tray; three (3) 10GB Ethernet Adapters; Apace System Cluster File manager nodes; and a NETGEAR fully managed switch for a total amount of \$36,688. The agreement also includes installation, training of City staff, and an on-going service agreement in year two (2) to be billed annually for technical support and software. The new system includes a three-year warranty on the drives, and a one-year warranty on all hardware and software components. Upon approval, installation is expected to be completed and operational within three (3) weeks of receiving a purchase order, with staff training to follow immediately thereafter.

### LEGAL REVIEW

The City Attorney has reviewed the attached contract and approves it as to form.

### FISCAL IMPACT

Funding for this project is included in the FY 2024/2025 Cable TV budget appropriation in 217.170.550.400 - Other Equipment line item. The cost for the annual service agreement for technical support and software for year two will be budgeted during the annual budgeting cycle moving forward. No impact to the General Fund as these are coming from the Lawndale Cable Usage which accounts for local access and franchise fees received.

#### **RECOMMENDATION**

Staff respectfully recommends that City Council approve the sole source purchase agreement with International Electronic Enterprises, Inc. (IEEI) in a form approved by the City Attorney for the purchase and install Apace Systems E-Stor media and video storage system in the amount not to exceed of \$36,688, with annual service agreement.

#### **Attachments**

[Attachment A - Apace Video Editing Storage Server Agreement.pdf](#)

[Attachment B- City of Lawndale Apace-IEEI-Sole Source Letter-4-10-2025.pdf](#)

# ATTACHMENT A

**CITY OF LAWNDALE**  
**CONTRACT SERVICES AGREEMENT FOR**  
**VIDEO EDITING AND MEDIA NETWORKED STORAGE SERVER**

This Contract Services Agreement (“Agreement”) is made and entered into this 5th day of May, 2025, by and between the City of Lawndale, a municipal corporation (“City”), and International Electronic Enterprises, Inc., a California corporation (“Consultant”).

NOW, THEREFORE, the parties agree as follows:

**1.0     SERVICES OF CONSULTANT**

1.1     Scope of Services. Consultant will perform the work or services set forth in the “Scope of Services” attached as *Exhibit “A”* and incorporated herein by reference in compliance with all of the terms and conditions of this Agreement. Consultant represents that Consultant has thoroughly investigated and considered the Scope of Services to be performed and warrants that all work or services will be performed in a competent, professional, and satisfactory manner. Additional terms and conditions of this Agreement, if any, are set forth in the “Special Requirements” attached as *Exhibit “B”* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit “B”* and any other provisions of this Agreement *Exhibit “B”* will govern.

1.2     Compliance With Law. All work and services rendered under this Agreement will be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3     Licenses, Permits, Fees and Assessments. Consultant will obtain, at its sole cost and expense, all licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

**2.0     COMPENSATION**

2.1     Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the “Schedule of Compensation” attached as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of THIRTY-SIX THOUSAND SIX HUNDRED AND EIGHTY-EIGHT dollars (\$36,688.00) (“Contract Sum”).

2.2     Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant will be paid upon receipt of an invoice upon completion of the project described in *Exhibit “A”* to the City’s satisfaction.

2.3     Invoicing. Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit C. Except as to any

INTERNATIONAL ELECTRONIC ENTERPRISES, INC.

charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.

### **3.0 COORDINATION OF WORK**

3.1 Representative of Consultant. Dennis E. Bress is designated as the Consultant's representative authorized to act on its behalf with respect to this Agreement and to make all decisions necessary in connection with this Agreement. Consultant may designate a substitute representative by providing written notice to City's Contract Officer.

3.2 Contract Officer. The City's City Manager is designated as the City's representative authorized to act on its behalf with respect to this Agreement and to make all decisions in connection this Agreement ("Contract Officer"). The City may designate a substitute Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant may not contract with any entity to perform in whole or in part the work or services required under this Agreement without the written approval of the City. Neither this Agreement nor any interest in the Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

### **4.0 INSURANCE AND INDEMNIFICATION**

4.1 Insurance. Consultant must procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an

INTERNATIONAL ELECTRONIC ENTERPRISES, INC.

additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. However, this requirement will not apply if Consultant has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy must include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of Professional Liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate with respect to loss arising from the actions of Consultant performing professional services under this Agreement on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance, except professional liability insurance, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement will be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor must require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

Consultant must furnish proof of insurance required under this section before commencement of any work.

#### 4.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant agrees to indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

### 5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on May 5, 2025, and continue in full force and effect until termination by either party.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination to the City's satisfaction and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered to the City's satisfaction. Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date



of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

## **6.0 MISCELLANEOUS**

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, or national origin in the performance of this Agreement. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

6.2 Non-liability of City Officers and Employees. No officer, employee, or agent of the City will be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer, employee, or agent of the City may have any financial interest in this Agreement nor may any such officer, employee, or agent participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, in violation of any state or local statute or regulation. The Consultant warrants that it (and its officers and employees) has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant will provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement. Notice will be deemed effective three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities. Any party may change its notice information by giving notice to the other party in compliance with this section.

6.5 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the

parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which are hereby declared as severable and will be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, will be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

6.11 Project Documents. All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement. Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

6.12 Confidentiality of Project Documents. All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer, except as may be required by law. Consultant, its officers, employees, or agents, may not, without prior written authorization from the Contract Officer or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct. Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

6.13 Audit and Review. Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement. Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement. Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to

such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

6.14 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement (and any amendment) may be considered executed when the signature page of a party is delivered by electronic transmission and such electronic signatures will have the same effect as an original signature.

6.15 Venue. In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:  
City of Lawndale,  
a municipal corporation

By: \_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

\_\_\_\_\_  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke, Williams & Sorensen, LLP

\_\_\_\_\_  
Gregory M. Murphy, City Attorney

CONSULTANT:  
International Electronic Enterprises, Inc.  
(IEEI), a California corporation

By: \_\_\_\_\_  
Name: Dennis E. Bress Jr  
Title: President/ CEO

By: \_\_\_\_\_  
Name: Summer L. Bailey  
Title: Secretary

Address: 110 Agate Avenue  
Newport Beach, CA 92662

[END OF SIGNATURES]

INTERNATIONAL ELECTRONIC ENTERPRISES, INC.

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

Consultant will furnish and install all specified equipment and materials necessary to provide City with a complete video editing and media networked storage system, as described in Consultant's Proposal dated April 16, 2025, and incorporated herein as Exhibit “A-1,” as follows:

- V55-2U128T-8bay-DB, Apace Systems vStor - advanced project sharing and file locking, vStor, stream support for up to 50 DV25/HDV, 40 DVCPRO50, 30 DVCPRO-HD, 20 8-bit ProRes/DnxHD 145, 14 10-bit DnxHD/ProRes 220, 128TB raw capacity(112TB net capacity) in single array RAID 5, 2u (8-bay) 19” rackmount, 8 hot-swap 16TB s-ATA drives, Dual 10GE RJ45/ or Dual GE Backward compatible ports.
- CFM-2U-DB, Apace Systems Cluster File Manager, Clustering storage node software license per Apace Storage nodes, offering validated data migration, duplication, search and file browsing, workspace load-balancing with built in safe delete to protect against unintended file deletion , between multiple Apace storage nodes or within each storage node array(s) for 2U rackmount systems management.
- Three (3) SOLO10G-TB3, Sonnet Technologies Solo 10G Thunderbolt 3 or 4 to 10GBASE-T Ethernet Fanless Adapter Connect to 10GbE Infrastructure.
- XSM4328CV-100NES-DB, NETGEAR AV M4350-24X4V: Fully Managed Switch
- One (1) SP-HD16000, Spare 16000GB Drive with Tray, Apace certified and tested
- Installation of Apace System NAS including install of the CAT6A Cable Drops to the new Apace 10GE switch; set-up Apace CFM Cluster File Manager to manage the media copy from current Apace server eStor e50-2U64T-DB to new vStor V55-2U128T-8bay-DB; and training.

Consultant must ensure timely delivery of the equipment to the City, and shall coordinate the delivery with City staff, and notify the City of any equipment delays, expected or not, and will report the reasons for such delays and will immediately update the delivery, and if necessary, training, schedule.

Training of City staff will begin when the City determines the respective systems are substantially operational. Scheduling of training will be coordinated with the City's representative.

For each piece of equipment, the City shall receive a one year end-to-end warranty which would include technical support, hardware replacement, software upgrades and spare parts. The hard drive replacement will be covered for three years from the date of acceptance of installation by the City.

After the first year, annual service agreements will be purchased for technical support and software updates. Parts will not be included.

All services shall be provided to the City's satisfaction.

**IEEI.COM & IEEI.TV****110 Agate Avenue , Newport Beach, CA. 92662****Phone: 949-673-2943 - Fax: 949-673-0249****Email: dennis@ieei.com**

| Date     | Quote Number |
|----------|--------------|
| 04/16/25 | IEEQ6526-C   |

**Sold To:**

City Of Lawndale - The Heart of the South Bay  
 14717 Burin Ave  
 Lawndale, CA 90260  
 USA  
 Micah Cohler, Cable Television Supervisor  
 Phone: 310-973-3259  
 Email: mcohler@lawndalecity.org

**Ship To:**

City Of Lawndale - The Heart of the South Bay  
 14717 Burin Ave  
 Lawndale, CA 90260  
 USA  
 Micah Cohler, Cable Television Supervisor  
 Phone: 310-973-3259  
 Email: mcohler@lawndalecity.org

**Make payment payable to: International Electronic Enterprises, Inc.**

|        |     |             |  |              |  |             |                |                |                |  |
|--------|-----|-------------|--|--------------|--|-------------|----------------|----------------|----------------|--|
|        |     | Terms       |  | Rep          |  | P.O. Number |                | Ship Via       |                |  |
|        |     | Net 30 Days |  | Dennis Bress |  | Pending     |                | Hand Delivered |                |  |
| Item # | Qty | Part Number |  | Description  |  |             | Unit Price USD |                | Ext. Price USD |  |

1 **City Video Editing storage UPGRADE**

|   |   |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                    |             |             |
|---|---|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 2 | 1 | V55-2U128T-8bay-DB | V55-2U128T-8bay-DB, Apace Systems vStor - advanced project sharing and file locking, vStor, stream support for up to 50 DV25/HDV, 40 DVCPRO50, 30 DVCPRO-HD, 20 8-bit ProRes/DnxHD 145, 14 10-bit DnxHD/ProRes 220, 128TB raw capacity(112TB net capacity) in single array RAID 5, 2u (8-bay) 19" rackmount, 8 hot-swap 16TB s-ATA drives, Dual 10GE RJ45 or Dual GE backward compatible YEAR 2 SA - Service Agreement is \$2,800. | \$23,000.00 | \$23,000.00 |
|---|---|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|

|   |   |            |                                                                        |            |            |
|---|---|------------|------------------------------------------------------------------------|------------|------------|
| 3 | 1 | SP-HD16000 | SP-HD16000, Spare 16000GB Drive with Tray, Apace certified and tested. | \$1,300.00 | \$1,300.00 |
|---|---|------------|------------------------------------------------------------------------|------------|------------|

|   |   |           |                                                                                                                                                                                                                                                                                                                                                                                                         |            |            |
|---|---|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 4 | 1 | CFM-2U-DB | CFM-2U-DB, Apace Systems Cluster File Manager, Clustering storage node software lic. per Apace Storage nodes, offering validated data migration, duplication, search and file browsing, workspace load-balancing with built in safe delete to protect against unintended file deletion , between multiple Apace storage nodes or within each storage node array(s) for 2U rackmount systems management. | \$3,000.00 | \$3,000.00 |
|---|---|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|

5 **Below are the 10GE RJ45 adapters for any computers that do not have 10GE connections to connect to Apace over 10GE**

|   |   |             |                                                                                                                                    |          |            |
|---|---|-------------|------------------------------------------------------------------------------------------------------------------------------------|----------|------------|
| 6 | 3 | SOLO10G-TB3 | SOLO10G-TB3, Sonnet Technologies Solo 10G Thunderbolt 3 or 4 to 10GBASE-T Ethernet Fanless Adapter Connect to 10GbE Infrastructure | \$350.00 | \$1,050.00 |
|---|---|-------------|------------------------------------------------------------------------------------------------------------------------------------|----------|------------|

The Solo10G adapter is equipped with a single RJ45 socket, enabling it to connect to 10GbE infrastructure via inexpensive Cat 6 or Cat 6A copper cabling at distances up to 55 or 100 meters, respectively.

|              |            |
|--------------|------------|
| Quote Number | IEEQ6526-C |
| Date         | 04/16/25   |
| Time         | 15:57:24   |

110 Agate Avenue  
 Newport Beach, CA. 92662 USA  
 Tele: 949-673-2943 Fax: 949-673-0249  
 Email: dennis@ieei.com or sales@ieei.com  
 WEB SITE: [www.ieei.tv](http://www.ieei.tv) and [www.ieei.com](http://www.ieei.com)



| Item # | Qty | Part Number           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Unit Price USD | Ext. Price USD |
|--------|-----|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|
| 7      |     |                       | <b>Cable Drops :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                |
| 8      | 1   | Pro Services - onsite | Pro Services - onsite :: One day of onsite install : Includes install of the CAT6A Cable Drops, to the new Apace 10GE switch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$2,200.00     | \$2,200.00     |
| 9      | 1   | Discount              | Discount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | -\$450.00      | -\$450.00      |
| 10     |     |                       | <b>Apace onsite 1 Day :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                |
| 11     | 1   | Apace Install         | Apace Install, Apace 1 Day set up / training / config below to Apace vStor<br><br>Includes setting up Apace CFM Cluster File Manager to manage the media copy from :<br><br>Your current Apace server :<br><br>eStor e50-2U64T-DB<br><br>To your new vStor V55-2U128T-8bay-DB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$1,500.00     | \$1,500.00     |
| 12     | 1   | Discount              | Discount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | -\$300.00      | -\$300.00      |
| 13     |     |                       | <b>New Switch 10GE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                |
| 14     | 1   | XSM4328CV-10 ONES-DB  | XSM4328CV-100NES-DB, NETGEAR AV M4350-24X4V : Fully Managed Switch<br><br>24 10G/Multi-Gig PoE+ ports with 4 25GBASE-X SFP28 uplinks<br>880W internal power supply providing 576W of PoE budget<br>1 slot for modular power supply (1+1 redundancy and/or EPS share)<br>Any APS350Wv1, APS600Wv2, APS920Wv1, or APS2000Wv1 can be used<br>The PoE budget can reach 720W, when the redundant PoE budget remains 576W<br>Virtual Chassis stacking provides non-stop forwarding (NSF) and hitless failover<br>Layer 3 feature set includes static, policy-based, and dynamic routing<br>NETGEAR IGMP Plus™, AV User Interface, and Engage Controller speed up AV installations<br>NETGEAR ProSAFE® Limited Lifetime Hardware Warranty<br>Lifetime Next Business Day Hardware Replacement<br>TAA compliant SKU is available. Contact your sales representative<br><br>For the SFP Tranx use p/n AXM761 \$364. each.<br>SFP+ transceiver module<br>10GBase-SR<br>up to 984 ft | \$3,200.00     | \$3,200.00     |
| 15     | 1   | Discount              | Discount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | -\$600.00      | -\$600.00      |

|              |            |
|--------------|------------|
| Quote Number | IEEQ6526-C |
| Date         | 04/16/25   |
| Time         | 15:57:24   |

110 Agate Avenue  
Newport Beach, CA. 92662 USA  
Tele: 949-673-2943 Fax: 949-673-0249  
Email: [dennis@ieei.com](mailto:dennis@ieei.com) or [sales@ieei.com](mailto:sales@ieei.com)  
WEB SITE: [www.ieei.tv](http://www.ieei.tv) and [www.ieei.com](http://www.ieei.com)

Page 2





| Item #      | Qty | Part Number | Description                                        | Unit Price USD | Ext. Price USD |
|-------------|-----|-------------|----------------------------------------------------|----------------|----------------|
| 16          | 1   | TAX         | TAX, California Sales Tax, City of Lawndale 10.25% | \$2,788.00     | \$2,788.00     |
|             |     |             |                                                    | Total          | \$36,688.00    |
| Sales Order |     |             | <b>23-31</b>                                       |                |                |

-----  
Mr. Dennis Bress, President / CEO

|              |            |                                                                                                                                                                                                                                                   |                                                                                                         |
|--------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Quote Number | IEEQ6526-C | 110 Agate Avenue<br>Newport Beach, CA. 92662 USA<br>Tele: 949-673-2943 Fax: 949-673-0249<br>Email: dennis@ieei.com or sales@ieei.com<br>WEB SITE: <a href="http://www.ieei.tv">www.ieei.tv</a> and <a href="http://www.ieei.com">www.ieei.com</a> | <div>Page 3</div>  |
| Date         | 04/16/25   |                                                                                                                                                                                                                                                   |                                                                                                         |
| Time         | 15:57:24   |                                                                                                                                                                                                                                                   |                                                                                                         |

## **EXHIBIT “B”**

### **SPECIAL REQUIREMENTS**

Pursuant to Section 3.3, the City acknowledges and agrees that Consultant may utilize the services of Darren P. Doerschel of Systems Integration & Engineering for installation of cable drops as set forth in Line Item 8 of Consultant’s proposal.

A new Section 4.1(e) is added to the Agreement to read as follows:

“(e) Cyber Liability. This coverage is primarily for the following service providers: technology or IT specialists, systems analysts, website designers, online services and content providers, cloud-based providers, computer programmers and software consultants, system installation or software personnel.

The limits and period for coverage should be determined based on exposure of the technology. The limit may be significantly higher if the failure of the technology could result in a disruption of operations or the amount of information that might be impacted (number of records) or result in the release of protected information.”

## **EXHIBIT “C”**

### **SCHEDULE OF COMPENSATION**

In connection with the services and equipment provided pursuant to the terms of this Agreement, City will pay Consultant in full upon delivery and completion of the installation and training to the City’s satisfaction and the City’s receipt of invoice and all required warranty documentation as noted in Consultant’s April 16, 2025, Proposal in Exhibit “A-1”. The City will not pay for any additional services performed or expenses incurred. After the first year, annual service agreements can be purchased annually for technical support and software.

## ATTACHMENT B



---

Apace Systems / Cloud Service, 243 S. Lakeview Ave., Placentia, CA 92870, Phone: 714-488-9926

4/10/2025

Attention of: Micah Cohler

Cable Television Supervisor

City Of Lawndale - The Heart of the South Bay

14717 Burin Ave

Lawndale, CA, 90260, USA

Email: [mcohler@lawndalecity.org](mailto:mcohler@lawndalecity.org)

Phone: 310-973-3259

Dear Micah,

This letter is to confirm that ieei - International Electronic Enterprises, Inc, located at 110 Agate Avenue, Newport Beach, Ca. 92662 USA, is the sole source provider of Apace Systems storage systems in your region.

Apace Systems is a manufacturer of digital video shared storage servers along with software workflow tools for search, find and backup.

Thank you and all the best.

Best Regards,

Jeanclaude Toma

EVP

Apace Systems / Cloud Services

[www.apacesystems.com](http://www.apacesystems.com)

[www.apacecs.com](http://www.apacecs.com)



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALÉ, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: May 5, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Jose Hernandez, Associate Planner  
Peter Kann, Community Development Director

SUBJECT: **Introduction and First Reading of Ordinance No. 1211-25 amending the City's Zoning Map of properties to establish the Housing Opportunity Overlay Zones within areas of the City and Hawthorne Boulevard Specific Plan; Amendments to Title 17 of the Lawndale Municipal Code to establish Chapter 17.54 Housing Opportunity Overlay Zones; and a determination of Categorical Exemption pursuant to Section 15183 of the CEQA Guidelines**

### BACKGROUND

On April 7, 2025, the City Council approved Urgency Ordinance No. 1210-25 to establish the Housing Opportunity Overlay Zones for various properties within the city and Hawthorne Boulevard Specific Plan by a 5-0 vote. The Urgency Ordinance took effective immediately upon the Council's approval. The adoption of the Urgency Ordinance was needed for the following urgent reasons:

1. The City's General Plan 2045 and RHNA 6<sup>th</sup> cycle Housing Element were approved with conditions to establish Housing Opportunity Overlay Zones.
2. The Department of Housing and Community Development (HCD) requires that, Government Code Section 65583.4, all rezoning actions must be complete three years and 120 days from the statutory deadline (October 15, 2021).

Planning staff informed the City Council that a regular Ordinance adopting the City's Housing Opportunity Overlay Zone would follow the adoption of the Urgency Ordinance. On April 9, 2025, the Planning Commission approved Resolution No. 25-04 by a vote of 5-0-0 recommending the City Council adopt an Ordinance amending the zoning map to establish Housing Opportunity Overlay Zones for various properties within the City and Hawthorne Boulevard Specific Plan and amending the Lawndale Municipal Code to establish the Housing Opportunity Overlay Zone.

Below is a summary of important milestones that the City completed in our continual effort to comply with the State's Housing mandates:

- October 13, 2022, the City's 6<sup>th</sup> Cycle (2021-2029) Housing Element was certified by the California Department of Housing and Community Development (HCD) with conditions of approval. The certified Housing Element included programs such as Program 9, which required the City of Lawndale to update the zoning map to include Housing Opportunity Overlay Zones throughout the City.
- December 18, 2023, the City's General Plan 2045 and a Final Environmental Impact Report (FEIR) were approved by the City Council, via Council Resolution No. CC-2312-048 and CC-2312-048.
- April 7, 2025, the City adopted Urgency Ordinance No 1210-25 to comply with Program 9 of the Housing Element.
- April 9, 2025, the Planning Commission adopted a Resolution recommending that the City Council adopt Ordinance No. 1211.58.

### STAFF REVIEW

The purpose of this ordinance is to:

1. Establish the Housing Overlay Opportunity Zones within the City of Lawndale and Hawthorne Boulevard Specific Plan (HBSP). The two zones are the following: Housing Opportunity Overlay Zone 1 (HOO1) and Housing Opportunity Overlay Zone 2 (HOO2).
2. Amend the Lawndale Municipal Code to establish Chapter 17.54 Housing Opportunity Overlay Zone.

Ordinance No. 1211-15 implements the goals and policies of the General Plan/Housing Element by establishing the City's Housing Opportunity Overlay Zones. This ordinance adopts two new housing overlay zones with maximum density standards in order to adequately accommodate Regional Housing Needs Assessment (RHNA) as set forth by the City's Housing Element. The Housing Opportunity Overlay Zones is located within the City's Zoning Map and HBSP.

The two new housing overlay zones are Housing Opportunity Overlay 1 (HOO1) and Housing Opportunity Overlay 2 (HOO2). Both will allow the minimum residential density of 20 du/acre and the maximum of 100 du/acre, which are consistent with the goals, policies and actions of the City's Housing Element.

### ENVIRONMENTAL REVIEW

The Planning Commission recommends to the City Council find and determine that the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15183 (Consistent with a General Plan) of the CEQA Guidelines.

Section 15183 of CEQA provides an exemption to projects consistent with the City's General Plan. The City of Lawndale ("City") has a General Plan, which was adopted in 1999 and has been updated and amended to the Lawndale General Plan 2045 with a Certified Final Environmental Impact Report (EIR) (SCH #202212088), approved by the City Council on December 18, 2023, via Resolution No. CC-2312-048 and CC-2312-049.

### PUBLIC REVIEW

Notices of public hearing were posted in public places and published in the *Daily Breeze* on April 18, 2025.

### LEGAL REVIEW

The City Attorney's office has reviewed draft Ordinance No. 1211-25 as to form.

### FISCAL IMPACT

Not Applicable.

### RECOMMENDATION

It is recommended that the City Council:

1. Conduct a public hearing, discuss this item and receive public comment, if any, on the matter;
2. Determine that Ordinance No. 1211-25 is exempt from CEQA pursuant to Section 15183 of the CEQA Guidelines; and
3. Read by Title only, waived further reading, and approve Ordinance No. 1211-25, amending the zoning maps for areas within the City and HBSP and amending Title 17 of the Lawndale Municipal Code (LMC) to establish 17.54 Housing Opportunity Overlay Zones.

### Attachments

[Attachment A - PC Resolution 25-04.pdf](#)

[Attachment B- Draft Ordinance\\_ 2025\\_ Housing Opportunity Overlay Zones.pdf](#)

[Attachment C - Notice of Exemption.pdf](#)

# ATTACHMENT A



## **RESOLUTION NO. 25-04**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LAWDALE, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE CASE NO. 25-08: A ZONING MAP AMENDMENT OF PROPERTIES TO ESTABLISH HOUSING OPPORTUNITY OVERLAY ZONES FOR VARIOUS PROPERTIES WITHIN THE CITY AND HAWTHORNE BOULEVARD SPECIFIC PLAN; AMENDMENTS TO TITLE 17 OF THE LAWDALE MUNICIPAL CODE TO ESTABLISH CHAPTER 17.54 HOUSING OPPORTUNITY OVERLAY ZONES AND A DETERMINATION THAT THE PROPOSED AMENDMENTS ARE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15183 – PROJECT CONSISTENT WITH A COMMUNITY PLAN, GENERAL PLAN, OR ZONING.**

**WHEREAS**, the City of Lawndale (“City”) has a General Plan, which was adopted in 1999 and has been updated and amended to the Lawndale General Plan 2045 with a Certified Final Environmental Impact Report (EIR) (SCH #202212088), approved by the City Council on December 18, 2023 via Resolution No. CC-2312-048 and CC-2312-049;

**WHEREAS**, the City’s General Plan 2045 and 6<sup>th</sup> Cycle Housing Element were approved with conditions to establish Housing Opportunity Overlay Zones to accommodate future housing growth and to subsequently rezone these properties to be consistent with the land uses identified in the General Plan’s Land Use Designation Map; and

**WHEREAS**, the City’s Planning Department, with the assistance of a consultant, has initiated and prepared a Zoning Map amendment to establish Housing Opportunity Overlay Zones for various properties within the City and the Hawthorne Boulevard Specific Plan; and Amendments to Title 17 of the Lawndale Municipal Code (LMC) to establish Chapter 17.54 Housing Opportunity Overlay Zones.

**WHEREAS**, the Housing Opportunity Overlay Zones applies to specific sites identified in the City’s General Plan 2045 land use plan and adopted 2021-2029 Housing Element to accommodate the City’s Regional Housing Needs Assessment (RHNA). The Housing Opportunity Overlay Zone encompasses properties within the City and the Hawthorne Boulevard Specific Plan; and

**WHEREAS**, the Housing Opportunity Overlay Zone provides opportunities for the development of high density housing in single-use and mixed-use formats at a density of 20.0-100.00 dwelling units per acre. New residential development at the Housing Opportunity Overlay Zones must meet a minimum residential density of at least 20.0 dwelling units per acre, regardless of the underlying land use designation; and

**WHEREAS**, the Housing Opportunity Overlay Zone encourages new development to be focused within the Hawthorne Boulevard Specific Plan area and within the City’s Housing

Opportunity Overlay Zone to preserve the character of the community's existing single-family uses, promote active transportation options, and create vibrant mixed-use activity nodes; and

**WHEREAS**, the proposed amendments and CEQA determination were discussed in a Planning Commission Study Session held on February 12, 2025 to seek the input of the Commission, residents, businesses, and other stakeholders; and

**WHEREAS**, the Planning Commission recommends that the City Council find the proposed amendments exempt from CEQA pursuant to CEQA Guidelines Section 15183, Project Consistent with a Community Plan, General Plan, or Zoning. The proposed Project is consistent with the land use designations and development intensities and densities assigned by the Lawndale General Plan. Cumulative impacts associated with implementation of the Project, as proposed, were fully addressed in the General Plan FEIR (State Clearinghouse No. 2022120088). Implementation of the proposed Project would not result in any new or altered cumulative impacts beyond those addressed in the General Plan FEIR; and

**WHEREAS**, the Planning Commission has considered all information concerning the Project, Case No. 25-08, as set forth in the amendments to the HBSP, amendments to the LMC, Zoning Map amendments, and staff reports; and

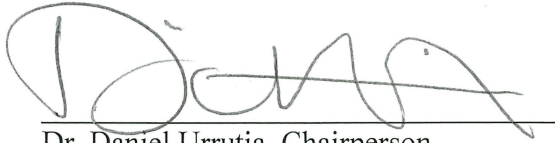
**WHEREAS**, Case No. 25-08 was properly noticed on March 20, 2025, 20 days prior to the public hearing, and set for public hearing before the Planning Commission on April 9, 2025, and

**WHEREAS**, evidence was heard and presented from all persons interested in effecting said proposal, from all persons protesting the same and from members of the City staff and the Planning Commission, having reviewed, analyzed and studied said proposal.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LAWDALE, CALIFORNIA, DOES HEREBY RESOLVE AND RECOMMEND AS FOLLOWS:**

- Section 1.** That the recitals set forth above are true and correct and are incorporated into this resolution by reference.
- Section 2.** That the Planning Commission recommends the City Council address the City's changing housing needs by implementing the land use policies and goals of the General Plan contained in the amendments to the Zoning Map (Exhibit "A"), and amendments to the LMC (Exhibit "B"), attached hereto and incorporated herein as Exhibits.
- Section 3.** The Planning Commission recommends that the City Council determine the amendments are exempt pursuant to CEQA Section Guidelines 15183 – Project consistent with a Community Plan, General Plan, or Zoning.

**PASSED, APPROVED AND ADOPTED THIS 9<sup>th</sup> DAY OF April 2025.**



Dr. Daniel Urrutia, Chairperson  
Lawndale Planning Commission

ATTEST:

State of California                    )  
County of Los Angeles            )     SS  
City of Lawndale                    )

I, Peter Kann, Community Development Director for the City of Lawndale, California, do hereby certify that the foregoing **Resolution No. 25-04** was duly approved and adopted by the Planning Commission of the City of Lawndale at a regular meeting of said Commission held on the **9<sup>th</sup> day of April 2025** by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



Peter Kann,  
Community Development Director

**ATTACHMENT B**  
Draft Ordinance

## **ORDINANCE NO. 1211-25**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, AMENDING THE ZONING MAP TO ESTABLISH HOUSING OPPORTUNITY OVERLAY ZONES FOR VARIOUS PROPERTIES WITHIN THE CITY AND HAWTHORNE BOULEVARD SPECIFIC PLAN AND TITLE 17 OF THE LAWNDALE MUNICIPAL CODE TO ESTABLISH CHAPTER 17.54 HOUSING OPPORTUNITY OVERLAY ZONES\**

**SUMMARY:** This ordinance amends the City's Zoning Maps to establish Housing Opportunity Overlay Zones for properties within the City and Hawthorne Boulevard Specific Plan and amends the Lawndale Municipal Code to establish Housing Opportunity Overlay Zones requiring minimum residential density for projects within the Overlay Zones.

**WHEREAS,** the City of Lawndale's ("City") Planning Department, with the assistance of a consultant, has initiated and prepared Zoning Map amendments to establish Housing Opportunity Overlay Zones for various properties within the City and the Hawthorne Boulevard Specific Plan and amendments to Title 17 of the Lawndale Municipal Code (LMC) to establish 17.54 Housing Opportunity Overlay Zones; and

**WHEREAS,** the City has a General Plan, which was adopted in 1999 and has been updated and amended to the Lawndale General Plan 2045 with a Certified Final Environmental Impact Report (EIR) (SCH #202212088), approved by the City Council on December 18, 2023 via Resolution No. CC-2312-048 and CC-2312-049; and

**WHEREAS,** the City's General Plan 2045 and 6<sup>th</sup> Cycle Housing Element were approved with conditions to establish Housing Opportunity Overlay Zones to accommodate future housing growth and to subsequently rezone these properties to be consistent with the land uses identified in the General Plan's Land Use Designation Map; and

**WHEREAS,** the Housing Opportunity Overlay Zones apply to specific sites identified in the City's General Plan 2045 land use plan and adopted 2021-2029 Housing Element to accommodate the City's Regional Housing Needs Assessment (RHNA); and

**WHEREAS,** the Housing Opportunity Overlay Zone provides opportunities for the development of high-density housing in single-use and mixed-use formats at a density of 20-100 dwelling units per acre. New residential development at the Housing Opportunity Overlay Zones must meet a minimum residential density of at least 20 dwelling units per acre, regardless of the underlying land use designation; and

**WHEREAS,** the Housing Opportunity Overlay Zone encourages new development to be focused within the Hawthorne Boulevard Specific Plan area and within the City's Housing Opportunity Overlay Zone to preserve the character of the community's existing single-family uses, promote active transportation options, and create vibrant mixed-use activity nodes; and

**WHEREAS**, the proposed amendments and CEQA determination were discussed in a Planning Commission Study Session held on February 12, 2025, to seek the input of the Commission, residents, businesses, and other stakeholders.

**WHEREAS**, The Planning Commission held a duly noticed public hearing on April 9, 2025, and recommended approval of the amendments proposed herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

**SECTION 1 Recitals:** The recitals above are true and correct and incorporated herein by this reference.

**SECTION 2 General Plan:** The City Council further finds and determines that the changes to the City's Zoning Map and Zoning Code proposed by this Ordinance are consistent with the General Plan of the City of Lawndale. Additionally, the proposed amendment implements the goals and policies of the General Plan by establishing the Housing Opportunity Overlay which allows residential density of 20-100 dwelling units per acre.

**SECTION 3 CEQA:** The City Council finds the proposed amendments exempt pursuant to CEQA Section Guidelines 15183 – Project consistent with a Community Plan, General Plan, or Zoning. The proposed Project is consistent with the land use designations and development intensities and densities assigned by the Lawndale General Plan. Cumulative impacts associated with implementation of the Project, as proposed, were fully addressed in the General Plan FEIR (State Clearinghouse No. 2022120088). Since the proposed Project is consistent with the land use designations and development intensities and densities identified in the General Plan, and was analyzed in the General Plan FEIR, implementation of the proposed Project would not result in any new or altered cumulative impacts beyond those addressed in the General Plan FEIR.

**SECTION 4 Zoning Map Amendment:** The City's Zoning Map and HBSP Map is hereby amended as shown in Attachment "1" within the establishment of the Housing Opportunity Overlay Zones, attached hereto and incorporated herein by reference.

**SECTION 5 Municipal Code Amendment:** Chapter 17.54 of the Lawndale Municipal Code are hereby added to Title 17 to read as provided in Attachment "2", attached hereto and incorporated herein by reference.

**SECTION 7 Adoption, Certification, and Effective Date:** The City Clerk shall certify the passage and adoption of this ordinance and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

**SECTION 7 Publication:** The City Clerk will certify the adoption of this ordinance and post or publish this ordinance as required by law.



**SECTION 8 Severability:** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

State of California                    )  
County of Los Angeles            )       SS  
City of Lawndale                    )

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly approved and adopted the foregoing Ordinance No. \_ at its regular meeting held on the \_ day of \_, 2025, by the following roll call vote:

| Name                       | Voting |    | Present, Not Voting |                   | Absent |
|----------------------------|--------|----|---------------------|-------------------|--------|
|                            | Aye    | No | Abstain             | Not Participating |        |
| Robert Pullen-Miles, Mayor |        |    |                     |                   |        |
| Pat Kearney, Mayor Pro Tem |        |    |                     |                   |        |
| Bernadette Suarez          |        |    |                     |                   |        |
| Francisco M. Talavera      |        |    |                     |                   |        |
| Sirley Cuevas              |        |    |                     |                   |        |

\_\_\_\_\_  
Erica Harbison, City Clerk

\_\_\_\_\_  
Date

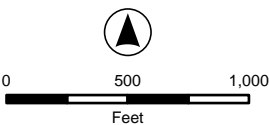
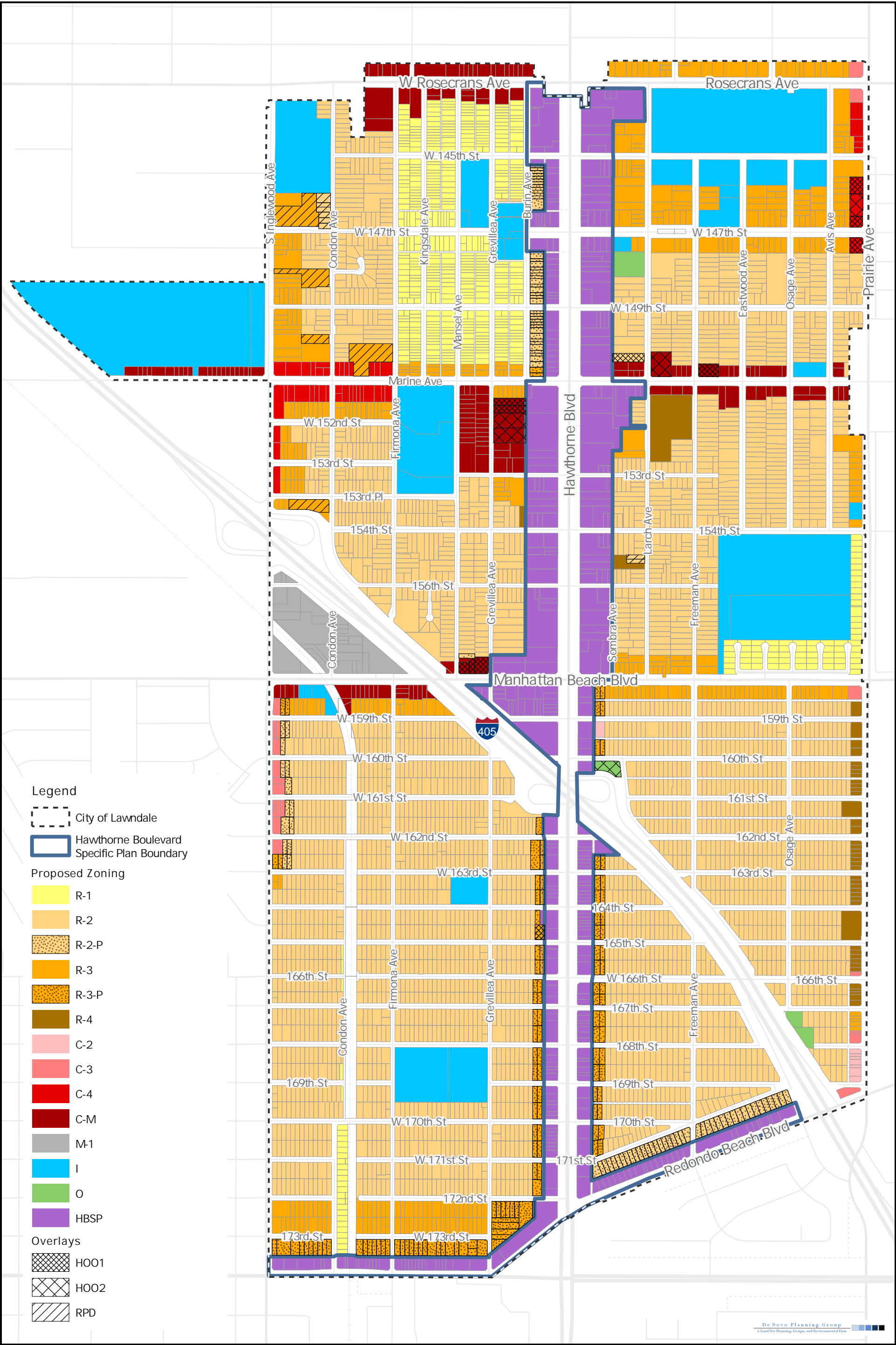
APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory Murphy, City Attorney

**ATTACHMENT 1**

City Zoning Map and HBSP Map (Housing Opportunity Overlay Zones)

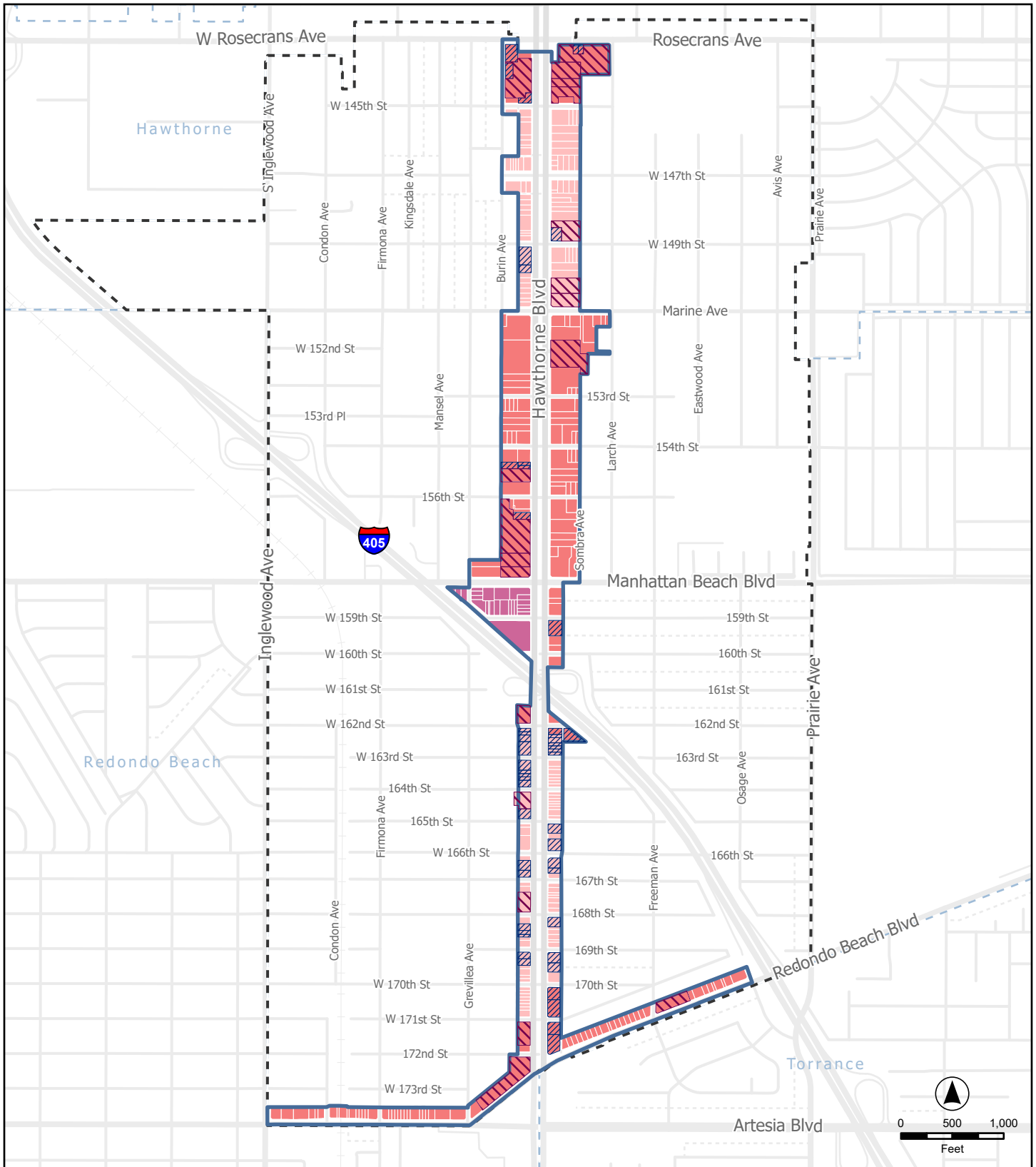











Sources: Orange County GIS; City of Lawndale. Map date: April 3, 2024.

CITY OF LAWDALE  
ZONING CODE UPDATE

Proposed Zoning Map



## Legend

- |                                                                                                                               |                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|  Hawthorne Boulevard Specific Plan Boundary |  General Commercial      |
|  City of Lawndale                           |  Neighborhood Commercial |
|  HO01                                       |  Office Commercial       |
|  HO02                                       |                                                                                                             |

Sources: Orange County GIS; City of Lawndale. Map date: May 30, 2024.

**ATTACHMENT 2**

Lawndale Municipal Code 17.54 Housing Opportunity Overlay Zone

## Chapter 17.54 Housing Opportunity Overlay Zones

### **Section 17.54.010 Housing Opportunity Overlay 1 (HOO1).**

The Housing Opportunity Overlay 1 (HOO1) applies to specific sites included in the City of Lawndale's Adopted 2021-2029 Housing Element identified to accommodate a portion of the City's remaining moderate- and above-moderate regional housing needs allocation (RHNA). For these sites, the minimum residential density is 20 du/ac and the maximum residential density is 100 du/ac, consistent with the goals, policies, and actions of the City's Adopted 2021-2029 Housing Element. All other provisions of the underlying designation of Lawndale Municipal Code will apply.

### **Section 17.54.020 Housing Opportunity Overlay 2 (HOO2).**

The Housing Opportunity Overlay 2 (HOO2) applies to specific sites included in the City of Lawndale's Adopted 2021-2029 Housing Element identified to accommodate a portion of the City's remaining lower-income regional housing needs allocation (RHNA). For these sites, the minimum residential density is 20 du/ac and the maximum residential density is 100 du/ac. The HOO2 implements the required rezones of sites pursuant to Government Code section 65583, subdivision (c) (1) (A) and Government Code section 65583.2, subdivision (c) and (i) consistent with the goals, policies, and actions included in the Adopted 2021-2029 Housing Element. Specifically, the following regulations shall apply to the use of a lot designated with the HOO2 designation:

- a. The minimum residential density shall be 20 dwelling units per net acre.
- b. Residential uses shall occupy at least 50 percent of the total gross floor area of a mixed-use development.
- c. For developments in which 20 percent or more of the units are affordable to lower income households (income and affordability levels set forth in Sections 50079.5, 50093, and 50105 of the Health and Safety Code shall apply), owner-occupied and rental multifamily uses shall be permitted.
- d. An applicant for a project pursuant to this Section may apply for a density bonus in accordance with Government Code Section 65915.

All other provisions of the underlying designation of the Lawndale Municipal Code will apply. Where there is a conflict, the provisions of the HOO2 shall apply.

**ATTACHMENT C**  
Notice of Exemption

# Notice of Exemption

City of Lawndale  
Community Development Department  
Planning Division  
14717 Burin Avenue  
Lawndale, CA 90260  
(310) 970-2100  
(310) 970-2183 Fax



To: ☒ Los Angeles County Clerk's Office

Environmental Filing  
12400 E. Imperial Highway, Room 1101  
Norwalk, California 90650

☐ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, California 95814

Project Title: Case No. 25-08 – Housing Opportunity Overlay Ordinance

1. City of Lawndale Community Development Department
2. Project Location – Specific: City Wide
3. (a) Project Location - City: City of Lawndale  
(b) Project Location - County: Los Angeles
4. Description of nature, purpose, and beneficiaries of Project: **CASE 25-08: AN ORDINANCE AMENDING THE ZONING MAP TO ESTABLISH HOUSING OPPORTUNITY OVERLAY ZONES FOR VARIOUS PROPERTIES WITHIN THE CITY AND HAWTHORNE BOULEVARD SPECIFIC PLAN AND TITLE 17 OF THE LAWDALE MUNICIPAL CODE TO ESTABLISH CHAPTER 17.54 HOUSING OPPORTUNITY OVERLAY ZONES.**
5. Name of Public Agency approving project: City of Lawndale, California
6. Name of Person or Agency carrying out project: Jose Hernandez, Associate Planner
7. Exempt status: (Check one)
  - (a) ☐ Ministerial project.
  - (b) ☐ Not a project.
  - (c) ☐ Emergency Project.
  - (d) ☒ Categorical Exemption. State type and class number: 15183 "Projects Consistent with Community Plan or Zoning".
  - (e) ☐ Declared Emergency.
  - (f) ☐ Statutory Exemption. State Code section number: \_\_\_\_\_
  - (g) ☐ Other. Explanation: \_\_\_\_\_
8. Reason why project is exempt: The City of Lawndale ("City") has a General Plan, which was adopted in 1999 and has been updated and amended to the Lawndale General Plan 2045 with a Certified Final Environmental Impact Report (EIR) (SCH #202212088), approved by the City Council on December 18, 2023, via Resolution No. CC-2312-048 and CC-2312-049.
9. Contact Person: Jose Hernandez, Associate Planner  
Telephone: (310) 973-3206
10. **Attach Preliminary Exemption Assessment (Form "A") before filing.**

Date Received for Filing: \_\_\_\_\_

(Clerk Stamp Here)

\_\_\_\_\_  
Signature (Lead Agency Representative)

Jose Hernandez, Associate Planner  
\_\_\_\_\_  
Title



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALÉ, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: May 5, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Adrian Gutierrez, Administrative Assistant II

SUBJECT: **First Amendment to Michael Baker International, Inc. CDBG Consulting Services Agreement (FY 2024-2025)**

### BACKGROUND

The Fiscal Year ("FY") 2024-2025 budget for the City of Lawndale contains Community Development Block Grant ("CDBG") funds originally in the amount of \$228,000 and later amended to \$390,000. The CDBG funds are federal monies that the City receives as a participant in the Los Angeles Urban County CDBG program through the Los Angeles County Development Authority ("LACDA") allocation. CDBG funds may only be spent in those areas of Lawndale determined to be block grant-eligible and include such projects and programs as senior activities and nutrition and street improvements.

The City has been utilizing the services of Michael Baker International (MBI) to assist City staff administer the City's CDBG program. MBI has been providing their technical service since 2018. The current contract with MBI for FY 2024-2025 expires on June 30, 2025.

### STAFF REVIEW

In the past year, MBI has managed the City's CDBG program. MBI has demonstrated that it is familiar with the way LACDA functions and operates, which is critical to the City program's administration, given that all program funds must be reviewed, processed, and approved by LACDA. MBI intimately understands the City's programs and needs, and thus, Staff is confident that MBI's ability to assist in the administration of the CDBG program.

The contract was originally approved for a not-to-exceed contract amount of \$56,690. The contract included a cost breakdown of the specific services to be rendered. This amendment proposes to increase the original grant amount by \$5,102.50, from \$56,690 to a total of \$61,792.50. The additional \$5,102.50 will cover MBI's time addressing LACDA's previous concerns about the City use of CDBG money from CDBG fiscal year 2022-2023.

The previous agreement compensated MBI on an hourly basis with a not-to-exceed total amount of \$56,690 for FY 2024-2025. The amendment increase would be effective for FY 2024-25. The proposed amendment to the agreement would total \$61,792.50 and the amounts are broken down as follows:

|                                  |          |
|----------------------------------|----------|
| CDBG Administration              | \$19,000 |
| Labor Compliance Services        | \$29,690 |
| Senior Activities Administration | \$8,000  |

|                                      |                    |
|--------------------------------------|--------------------|
| Labor Compliance Services – Non-CDBG | \$5,102.50         |
| <b>TOTAL:</b>                        | <b>\$61,792.50</b> |

Approving the contract funding increase will cover the cost for labor compliance conducted by MBI for FY 2024-2025.

#### LEGAL REVIEW

The amendment will be for FY 2024-2025 in order to provide sufficient funding for these CDBG Administrative and Labor Compliance Services.

#### FISCAL IMPACT

The amendment will be for FY 2024-2025 to provide sufficient funding for those CDBG Administrative and Labor Compliance Services. The additional \$5,102.50 will be encumbered by the Community Development Department's Contract Services account: 279-410-530.100.

#### RECOMMENDATION

Staff recommends that the City Council approve the first amendment to increase the funding to the professional services agreement with Michael Baker, International, Inc. for CDBG Administration and Labor Compliance Services.

#### Attachments

[ATTACHMENT A - First Agreement Amendment with Michael Baker International. Inc.](#)

[ATTACHMENT B - Agreement.pdf](#)



**ATTACHMENT “A”**

**First Agreement Amendment with Michael Baker International, Inc.**

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT  
CDBG ADMINISTRATION ASSISTANCE AND IMPLEMENTATION  
AND LABOR COMPLIANCE SERVICES**

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the “First Amendment”) is made and entered into this 5<sup>th</sup> day of May, 2025, by and between the City of Lawndale, a municipal corporation (“City”) and Michael Baker International, Inc. (“Consultant”).

**RECITALS**

WHEREAS, City and Consultant entered into that certain Agreement entitled “Contract Service Agreement for CDBG Administration Assistance & Improvement and Labor Compliance Services” (the “Agreement”) on or about July 1<sup>st</sup> 2024; and

WHEREAS, the City and Consultant desire to amend the Agreement to increase the Contract.

**AGREEMENT**

NOW, THEREFORE, it hereby agreed that the Agreement is amended in the following particulars only;

SECTION 1. Section 2.1 of the Agreement entitled “Contract Sum” is amended to increase the maximum contract sum by (\$5,012.50) to compensate Consultant for the services to be provided for additional labor compliance. As a result, the maximum Contract Sum will increase to Sixty-One Thousand Seven Hundred Ninety-Two Dollars and Fifty Cents (\$61,792.50) to reflect the additional funds added to this Agreement.

SECTION 2. Except as expressly provided for in this First Amendment, all other provisions of the Agreement, shall remain in full force and effect.

SECTION 3. The contract agreement funding amendment will be effective for Fiscal Year 2024-2025.

IN WITNESS WHEREOF, the two parties have executed and entered into this First Amendment as of the date first written above.

[SIGNATURES NEXT PAGE]

**CITY:**

By: \_\_\_\_\_  
Robert Pullen-Miles, Mayor

**ATTEST:**

\_\_\_\_\_  
Erika Harbison, City Clerk

**APPROVED AS TO FORM:**  
Burke, Williams and Sorensen, LLP

\_\_\_\_\_  
Gregory Murphy, City Attorney

**CONSULTANT:**

Michael Baker International, Inc.  
A Pennsylvania corporation, authorized to do  
business in California

By: \_\_\_\_\_  
NAME: Michael Conaboy  
TITLE: Vice President

By: \_\_\_\_\_  
NAME: Albert Warot  
TITLE: Associate Vice President

Address: Michael Baker International, Inc.  
3760 Kilroy Airport Way, Suite 270  
Long Beach, CA 90806

[END OF SIGNATURES]

# ATTACHMENT B

**CITY OF LAWNSDALE**  
**CONTRACT SERVICES AGREEMENT FOR**  
**CDBG ADMINISTRATION ASSISTANCE AND IMPLEMENTATION**  
**AND LABOR COMPLIANCE SERVICES**

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of July, 2024, by and between the City of Lawnsdale, a municipal corporation ("City"), and Michael Baker International, Inc. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in accordance with that professional standard of care ordinarily observed by like professional firms performing similar services under similar circumstances ("Standard of Care").

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating

therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## **2.0 COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of fifty-six thousand six hundred ninety dollars (\$56,690.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for

the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### **3.0 PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 1, 2024, and continue in full force and effect until completion of the services no later than June 30, 2025.

### **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. William Hoose is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

## **5.0 INSURANCE AND INDEMNIFICATION**

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.



(d) Professional Liability or Error and Omissions Insurance. A policy of Professional Liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

## 5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees or subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than as provided in subsection (a) and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees) to the extent caused by any negligent act, error or omission in the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

## **6.0 RECORDS AND REPORTS**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **7.0 ENFORCEMENT OF AGREEMENT**

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant 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. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

## 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its

invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.


9.6 Waiver of Consequential Damages. Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever suffered by the party, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

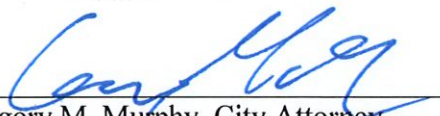
**CITY:**  
CITY OF LAWNSDALE,  
a municipal corporation

By:   
Robert Pullen Miles, Mayor

ATTEST:

  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke, Williams & Sorensen, LLP

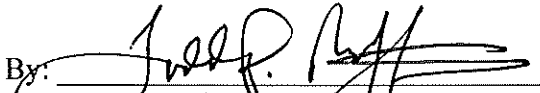
  
Gregory M. Murphy, City Attorney

**CONSULTANT:**  
MICHAEL BAKER INTERNATIONAL, INC.  
a Pennsylvania corporation, authorized to do business in  
California

By:   
Name: Richard Beck

Michael Baker International, Inc.

Title: Assistant Secretary

By:   
Name: Todd McIntyre  
Title: Vice President

Address: Michael Baker International, Inc.  
3760 Kilroy Airport Way, Suite 270  
Long Beach, CA 90260

## EXHIBIT "A"

### SCOPE OF SERVICES

#### CDBG ADMINISTRATION AND IMPLEMENTATION

Consultant shall provide staffing, resources, as-needed assistance and guidance to City so that staff can complete the following for all approved City CDBG projects:

1. Meet with City representatives to provide status updates on all CDBG projects and issues requiring immediate attention.
2. Prepare and submit to City a quarterly status report of all CDBG projects.
3. Develop time lines for each approved CDBG project, establishing key dates for review, and accomplishments and progress monitoring.
4. Review and maintain files for all CDBG projects.
5. Develop and maintain financial spreadsheets for all CDBG projects, to include eligible reimbursements, amounts expended, reimbursements received, and balances available.
6. Monitor and maintain all financial records relevant to CDBG-funded projects and reconcile any record discrepancies.
7. Prepare monthly reimbursement requisitions to the Los Angeles County Development Authority for all CDBG projects.
8. Gather and maintain information required for and prepare and submit all required Grantee Performance reports.
9. Perform CDBG project oversight monitoring, to include on-going monitoring and closeout review for all CDBG funded projects.
10. Establish and maintain all operating assignments with CDBG sub-recipients.
11. Prepare all CDBG-related submissions, as required by the Department of Housing and Urban Development ("HUD") and the Los Angeles County Development Authority ("LACDA") (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.).
12. Perform liaison functions between the City and the Los Angeles County Development Authority.
13. Prepare all CDBG-related documents, including reports, contracts, agreements, and amendments.

14. Develop, prepare, and submit project amendments, as required, for all CDBG-funded projects.
15. Advise the City and ensure proper implementation of all CDBG program changes, including the implementation of a Commercial Rehabilitation and Residential Rehabilitation Program.
16. Prepare and submit a Cost Summary and all necessary documentation for the upcoming CDBG program year.
17. Conform with the mandatory regulatory provisions of the Urban County CDBG Program.
18. Be available at City Hall as necessary to complete all work items.

#### LABOR COMPLIANCE SERVICES

Consultant shall provide staffing and other resources as required to provide all necessary staffing and resources to fulfill the scope of work when required to successfully implement the Davis-Bacon and related acts (including ensuring compliance with state prevailing wage laws), Minority and Women Business Enterprise (MBE/WBE), and Section 3 requirements:

1. Review the Grant Agreement and CDBG Wage and Labor Compliance requirements for construction projects with project team (City, Construction Project Manager).
2. Prepare various reports for Wage and Labor Compliance including but not limited to Contract and subcontract activity (HUD Form 2516), Contracting and enforcement activity (HUD Form 4610) and Section 3 reporting. All reports will be delivered to City for review before the reporting deadlines and originals of the fully signed/executed final reports will thereafter promptly be delivered to the City.
3. Meet with City staff, LACDA, and/or local HUD representatives, as necessary, on the reporting requirements and worksite labor component supervision including proper documentation of all required paperwork.
4. Provide telephone support and attend meetings as requested by City.
5. Provide services for administering, monitoring and enforcing Labor Standards Provisions for CDBG-assisted construction projects administered by the City as needed including:
  - Assist and advise Project Construction Managers in the preparation of the Wage and Labor requirement sections for the Construction Bid Documents.
  - Determine the specific labor standards parameters applicable for each construction project.



- Implement and monitor Equal Employment Opportunities (EEO) and Section 3 Programs.
- Ensure that the Federal Labor Standards Provisions (HUD Form 4010) are incorporated in specifications and/or contract(s).
- Ensure that the applicable DOL Wage Decisions are incorporated in project specifications and/or contract(s).
- Ensure that wage determinations are current at bid opening or other appropriate dates.
- Verify the contractor's eligibility to contract with Federal and State agencies.
- Conduct meetings to inform contractors of wage and reporting obligations.
- Identify and initiate requests for additional work classifications and wage rates as needed.
- Conduct Employee Field Interviews to confirm worker classifications and wage rates for the project's workforce (including apprentices) conform to the applicable Wage Decisions.
- Perform continuous and timely monitoring reviews of CPRA (California Public Records Act) and related submissions for compliance.
- Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.
- Inform the prime contractor of his/her responsibility to ensure that subcontractors make restitution payments or to make restitution payments on behalf of the subcontractors.
- Identify violations and investigate complaints of underpayment to workers.
- Submit a *Labor Standards Violation Report* and *5.7 Enforcement Report* to LACDA for complaints involving underpayments to workers.
- Refer cases for informal review and/or make recommendations for debarment.
- Require escrow accounts to ensure payment of outstanding wages.
- Close out escrow accounts in a timely manner in accordance with Federal Regulations and CDBG Contract and Labor Compliance Guidelines.
- Maintain a Labor Standards Administration & Enforcement file and document all activities.

6. All other CDBG-related work as directed by the City's Director of Community Development. All work items will be carried out in conjunction with City staff direction, input, and review.

## EXHIBIT "B"

### SPECIAL REQUIREMENTS

Section 1.3 is replaced in its entirety to read as follows:

“Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency having jurisdiction.”

Section 5.1(d) is replaced to read in its entirety as follows:

“Professional Liability or Error and Omissions Insurance. A policy of Errors and Omissions Insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the negligent actions of Consultant performing professional services hereunder on behalf of the City.”

The fourth sentence in the paragraph after Section 5.1(d) is replaced to read in its entirety as follows:

“All of said policies of insurance shall also provide that said insurance may not be cancelled without providing ten (10) days prior written notice by regular mail to the City.”

City and Consultant agree that the following provisions also apply to the Agreement and that these provisions supersede the Agreement where they conflict:

Consultant shall assist City to ensure that City CDBG projects comply with all applicable Federal and Los Angeles County requirements including, but not limited to, the following:

#### Source of Funds

The City participates in the Community Development Block Grant (“CDG”) program and receives annual funding from the U.S. Department of Housing and Urban Development (“HUD”) through the Los Angeles Los Angeles County Development Authority (“LACDA”) under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, herein called the “Act”. This contract is for services that may be funded in whole or in part with CDBG funds.

#### Patent Rights

If this Agreement results in any discovery or invention which may develop in the course of or under the Agreement, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the work for any governmental purpose.

#### Copyright

If this Agreement results in any copyrighted material, the City and /or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for any governmental purpose.

### Records

Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

- **FEDERAL REQUIREMENTS**

- **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** During the Performance of this Agreement, the Consultant agrees as follows:

- The Consultant will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
    - The Consultant will, in all solicitation of advertisement for employees to be placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, or national origin.
    - The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
    - The Consultant will comply with all provisions of the Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of Secretary of Labor.
    - The Consultant will furnish all information and reports required by Executive Order 11246 of September 25, 1965, and by the rules, regulations

and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- In the event of the Consultant's non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Consultant will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.
- CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving federal financial assistance.
- SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- AGE DISCRIMINATION ACT OF 1975 AND REHABILITATION ACT OF 1973. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

- "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended in 12 U.S.C, 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- The parties of the Agreement will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement. The parties to this Agreement certify and agree that they are under contractual or other disability which would prevent them from complying with these requirements.
- The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.
- The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of availability to comply with the requirement of these regulations.
- Compliance with provision of Section 3 of the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.

- **LOBBYING CERTIFICATION.** The Consultant certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or a making of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
  - The Consultant certifies that if any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying" in accordance with its instructions.
  - The Consultant shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- **DISCLOSURE AND COMPLIANCE.** Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to the execution of this contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but no limited to 24 C.F.R Part 85, Section 85.36(b).
  - **CLEAN AIR AND WATER ACTS.** The Consultant agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:
    - Clean Air Act, 42 U.S.C., 1857, et seq.
    - Clean Water Act
    - Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended by Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
    - Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
    - National Environmental Policy Act of 1969.
    - HUD Environmental Review Procedures (24 C.F.R., Part 58)
    - Energy Policy and Conservation Act

- Executive Order 11738

- LABOR STANDARDS. Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with Executive Order 11246, the Davis Bacon Act as amended, the provision of Section 103 and 107 of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Consultant shall maintain documentation which demonstrates compliance with hour and wages requirement of this part. Such documentation shall be made available to the City for review upon request.
- Consultant agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under C.F.R., Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wages rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Consultant of its obligation, if any, to require payment of the higher wage.
- LOS ANGELES COUNTY REQUIREMENT
  - The Consultant certifies that it is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031); and
  - That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code; and
  - That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.



## EXHIBIT "C"

### SCHEDULE OF COMPENSATION

In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

#### **Rates of Compensation**

| <b><u>Staff Person:</u></b>               | <b><u>Hourly Rate:</u></b> |
|-------------------------------------------|----------------------------|
| <b>Project Director</b>                   | <b>\$225.00</b>            |
| <b>Project Manager</b>                    | <b>\$170.00</b>            |
| <b>Labor Compliance Manager</b>           | <b>\$140.00</b>            |
| <b>Labor Standards Compliance Officer</b> | <b>\$125.00</b>            |

Consultant shall provide CDBG Program administration and implementation services at the City and at Consultant's corporate office as needed to adequately implement the program. No-to-exceed pricing for elements of the Scope of Services as follows:

- Items 1-18 of the CDBG Administration Scope of Services: \$27,000
  - Labor Compliance Scope of Services: \$30,000
- \$57,000

## EXHIBIT "D"

### SCHEDULE OF PERFORMANCE

Consultant shall provide the requested services detailed in Exhibit "A" of the Agreement through the term on an as-needed basis as directed by City staff. The City, in its sole discretion, may elect to extend this Agreement on the same terms set forth herein for as many as four (4) one-year extensions. To exercise an option to extend, the City's City Manager must give notice to Consultant at least 30 days before the expiration of the current term and City and Consultant must enter into a written amendment to this Agreement.



## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: May 5, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: **Update on Lawndale Municipal Code Title 12, Chapter 12.64 Regarding E-Bikes Usage and Enforcement**

### BACKGROUND

At the April 7<sup>th</sup>, City Council meeting, Mayor Pullen-Miles had concerns regarding E-bikes and motorized scooters and requested an update on E-bikes usage and enforcement within the City of Lawndale.

This report is an overview of the regulations associated with E-bikes, both at the local and State level, and an update on enforcement within the City of Lawndale.

Enforcement on the storage and use of E-bikes first began on January 7, 2019, when Staff and the City Attorney's Office presented a report to the City Council requesting a moratorium on Motorized Scooters and E-bike storage on public streets due to a sudden rise in popularity of both of these methods of travel. At that time, E-bikes and Motorized Scooters were being placed in high numbers on public streets and sidewalks to be rented by the hour by people wishing to use them. This use of public space as a storage area for private enterprise was a violation of the City's Municipal Code, and the Council at that time sought a means to curb this problem.

Staff completed extensive research into the sudden growth of shared mobility devices, with a specific focus of the onslaught of companies using public streets and right of ways for the storage of their Motorized Scooters and E-bike inventory. On January 7<sup>th</sup>, 2019, Staff introduced, and the Lawndale City Council adopted Urgency Ordinance No. 1153-19, which created a 45-day moratorium prohibiting the operation of motorized scooter programs within the City limits, to allow staff time to analyze the City's options to regulate shared mobility devices.

At the conclusion of this study the City Council voted to adopt Ordinance No. 1157-19 amending Lawndale Municipal Code Title 12, and added a new Chapter 12.64, to regulate the use of shared mobility devices from being placed on public right-of-way or on public property which could create a dangerous condition or prevent access for pedestrians and bicyclists.

### **Current City of Lawndale Zoning Code**

Ordinance No. 1157-19 prohibited shared mobility devices from being stored or placed in the public right-of-way or on public property. The Ordinance also established under section **12.64.020 Definitions** that a "Motorized Scooter" shall have the same definition as that provided by California Vehicle Code Section 407.5. This section of the California Vehicle Code also classifies E-bikes as being the same as "Motorized Scooters".

While Ordinance No. 1157-19 does prohibit the storage and placement of shared mobility devices on public property, it does not prohibit their use on public or private property. E-bikes, per California State Law, are permissible and allowed so long as safety regulations and usage guidelines are met. Riders must wear a helmet and all other applicable safety gear and be of legal age. E-bikes must also meet California safety standards for usage including being outfitted with reflectors and lights and be registered.

California Vehicle Code section 312.5 now has a separate definition of “electric bicycles” separating the general category into three classes: Class 1 requires the user to pedal and stops providing motor assistance once the E-bike reaches 20 MPH; Class 2 is exclusively run by the motor (no pedaling) but also stops providing motor assistance at 20 mph; Class 3 requires pedaling but can go up to 28 mph and has a speedometer. Users of E-bikes are subject to California Vehicle code sections 21200 *et seq*, dealing with the operation of bicycles generally upon roadways. Section 21213 has specific regulations related to operation of Class 3 E-bikes.

E-bikes, per California State law, are permissible and allowed so long as safety regulations and usage guidelines are met. For Class 3 E-bikes, riders must wear a helmet and all other applicable safety gear and be at least 16 years old. This class of E-bikes must also meet California safety standards for usage including being outfitted with reflectors and lights, and also must be registered.

There are not similar requirements for Class 1 and Class 2 E-bikes, but the City in its discretion could apply the same or stricter requirements as those applied to Class 3 E-bikes by the California Vehicle Code. Currently, all enforcement of E-bike use must be enforced by the Los Angeles County Sheriff's Department (LASD) personnel, as City Staff do not have the authority to pull riders over for California Vehicle Code violations.

LASD personnel have continuously been issuing citations to E-bike riders for the various violations listed above.

#### STAFF REVIEW

Staff acknowledges that E-bikes and other shared mobility vehicles are prohibited from being stored on public rights-of-way, and from businesses using public property to store their inventories. However, Staff also recognizes that shared mobility vehicles, including E-bikes are legal and permissible under existing California Law, and therefore enforcement is limited to violations based on safety and age restrictions. All enforcement of violations associated with E-bikes must be carried out by LASD personnel, not City Staff.

#### LEGAL REVIEW

The City Attorney's Office has reviewed this staff report and has approved it as to form.

#### FISCAL IMPACT

There is no fiscal impact on the City of Lawndale as a result of this staff report.

#### RECOMMENDATION

Staff recommends that the City Council choose one of the following options:

- Options 1: Direct Staff to amend the Lawndale Municipal Code to include additional restrictions and safety measures for E-bike usage; or
- Option 2: Direct Staff to leave the Lawndale Municipal Code as it currently stands regarding existing restrictions and safety measures for E-bike usage; or
- Option 3: Give Staff directives on non-Code changes to implement on E-bike usage.

**Attachments**

[Ordinance No.1157-19 Attachment.pdf](#)

## **ORDINANCE NO. 1157-19**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNDAL, CALIFORNIA ADDING LAWNDAL MUNICIPAL CODE CHAPTER 12.64, ESTABLISHING RULES AND REGULATIONS ON SHARED MOBILITY DEVICES**

SUMMARY: This ordinance prohibits the use of and bans the operation and storage of motorized scooters within City rights of way.

WHEREAS, the City has the authority under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City's public rights-of-way are designed to accommodate various uses and are heavily utilized by citizens, residents, visitors and businesses; and

WHEREAS, in recent months, in part due to rapid technological advancements the City's public rights-of-way have been flooded with new, unpermitted commercial motorized scooters; and

WHEREAS, shared motorized scooters may be accessed using a mobile application that allows a user to unlock the motorized scooters remotely, and more importantly, allows a user to leave the motorized scooter anywhere the user chooses, including the City's rights-of-ways, since the motorized scooters can be secured without being locked to a fixed object; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the use and operations of motorized scooters within City limits; and

WHEREAS, the proliferation of motorized scooters, has the potential to cause obstructions of public rights-of-ways and, in the absence of sufficient education as to existing laws, cause a myriad of other safety hazards for both users of motorized scooters as well as members of the public more generally; and

WHEREAS, City staff has received approximate five (5) calls regarding motorized scooters relating to inquiries, concerns and complaints; and

WHEREAS, City staff has impounded eight (8) motorized scooters to date that were left on the public right-of-way. Further, City staff has attempted to contact various operator-owners of said motorized scooters for retrieval but have received no responses; and

WHEREAS, Lawndale Municipal Code ("LMC") currently contains no regulations regarding the use and operation of motorized scooters within City limits; and

WHEREAS, on January 7, 2019 the City Council unanimously adopted Urgency Ordinance No. 1153-19 (“Ordinance 1153”), to establish a 45-day prohibition on the operation of Motorized Scooter programs within the City limits; and

WHEREAS, on February 4, 2019 the City Council unanimously adopted Urgency Ordinance No. 1155-19 (“Ordinance 1155”, and together with Ordinance 1153, the “Moratorium Ordinances”), to extend the moratorium established by Ordinance 1153 by an additional 10 months and 15 days; and

WHEREAS, upon study, analysis and review of regulations for motorized scooters, including State and federal laws and surveying the regulations of neighboring jurisdictions and various options, City staff has developed appropriate City laws, rules, procedures for the regulation of motorized scooter operators; and

WHEREAS, it is not the intent of the City that these regulations ban the lawful use of the motorized scooters on public roadways, but rather, the intent is to remedy safety concerns being caused by motorized scooters being left on public rights-of-ways including sidewalks or provided or offered for use on public rights-of-ways; and

WHEREAS, the City Council now wishes to adopt regulations regarding the use and operation of motorized scooters by adding a certain chapter to the LMC.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds and determines that the recitals above are true and correct, and are hereby incorporated by reference.

SECTION 2. A new Chapter 12.64 entitled “Shared Mobility Devices” is added to the Lawndale Municipal Code to read, in its entirety, as follows:

**“Chapter 12.64 Shared Mobility Devices**

|                  |                             |
|------------------|-----------------------------|
| <b>12.64.010</b> | <b>Purpose</b>              |
| <b>12.64.020</b> | <b>Definitions</b>          |
| <b>12.64.030</b> | <b>General Requirements</b> |
| <b>12.64.040</b> | <b>Violations</b>           |

**12.64.010 Purpose**

The purpose of this ordinance is to prohibit shared mobility devices from being stored or placed in the public right-of-way or on public property, and to prohibit shared mobility devices from being provided or offered for use within in the city from the public right-of-way, so as to allow for adequate pedestrian traffic flow and to promote public safety. The ordinance shall provide the city’s rules and regulations for such devices, which supplement and do not supplant the fields of regulation occupied by state of California, including but not limited to the California Vehicle Code.

#### **12.64.020 Definitions**

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings ascribed to them in this chapter.

“Shared mobility device” shall mean any wheeled transportation device including a motorized scooter by which a person and/or property may be propelled, moved or drawn, other than an automobile or motorcycle, that is powered by a motor and that is accessed through a shared mobility program.

“Motorized scooter” shall have the same definition as that provided by California Vehicle Code Section 407.5.

“Shared mobility program operator” shall mean a “person”, as that term is defined by the Lawndale Municipal Code Section 1.04.030, who owns, manages, maintains and/or operates a motorized scooter program, whether for profit or not.

“Shared mobility program” shall mean an on-demand system of self-service shared mobility devices for hire to the public and accessed by smartphone application, membership card, or similar method, which said program is operated by a shared mobility program operator that offers a pool of three (3) or more shared mobility devices at unstaffed locations for use in the public rights-of-way.

“Public-right-of-way” shall mean any area across, along, beneath, in, on, over, under, upon, and within the dedicated a public alley, public parkway, public transportation path, sidewalk, public place, public property or public street that is owned, operated, or controlled by the city or dedicated or granted by easement to the city for public purposes.

#### **12.64.030 General Requirements**

A. It is unlawful to park, leave standing, abandon, leave lying, or otherwise place a shared mobility device in the public-right-of-way anywhere within the city.

B. It is unlawful to provide, place or offer for use a shared mobility device, or to operate as a shared mobility device operator in any public-right-of-way within the city.

#### **12.64.040 Violations**

A. Any violation of this ordinance shall be punishable as a misdemeanor or infraction as provided by Section 1.08.010 of Title 1 of the Lawndale Municipal Code.

B. Code enforcement officers, other designated city employees, and any party contracted by the city to specifically impound shared mobility devices are authorized to impound any shared mobility device that has been offered for use, placed in a public-right-of-way, or operated in a public-right-of-way in violation of this chapter. The impound shall be subject to an impound and storage fee established by resolution of the



city council. The city may promulgate, by resolution of the city council, further guidance for notification to shared mobility program operators regarding an impounded shared mobility device and the procedures for its retrieval, and other policies as may otherwise be necessary to implement the purpose of this chapter.”

SECTION 3. Section 1.08.020(B) of the Lawndale Municipal Code, “Misdemeanor penalty”, is amended to add the title for Section 12.64.030 in the table to read as follows:

“12.64.030 Shared Mobility Devices – General Requirements”

SECTION 4. Upon the effective date of this Ordinance this Ordinance shall supersede the Moratorium Ordinances.

SECTION 5. Pursuant to Section 15001 of the California Environmental Quality Act (“CEQA”) Guidelines, this Ordinance is exempt from CEQA based on the following: (a) this Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (b) this Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves rules and regulations on the use of shared mobility devices and does not have the potential to significantly impact the environment

SECTION 6. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the each and every section, subsection, sentence, clause and phrase thereof not declared invalid or remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2019.

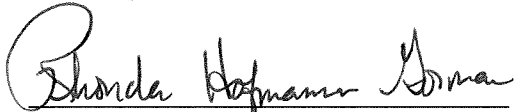
  
Robert Pullen-Miles, Mayor

ATTEST:

State of California                    )  
County of Los Angeles            )       SS  
City of Lawndale                    )

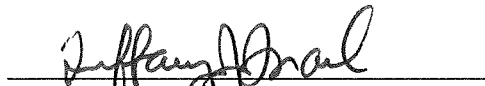
I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1157-19 at its regular meeting held on the 1<sup>st</sup> day of April, 2019, and duly approved and adopted said ordinance at its regular meeting held on the 15th day of April, 2019, by the following roll call vote:

| Name                            | Voting |    | Present, Not Voting |                   | Absent |
|---------------------------------|--------|----|---------------------|-------------------|--------|
|                                 | Aye    | No | Abstain             | Not Participating |        |
| Robert Pullen-Miles, Mayor      | X      |    |                     |                   |        |
| James H. Osborne, Mayor Pro Tem | X      |    |                     |                   |        |
| Pat Kearny                      | X      |    |                     |                   |        |
| Daniel Reid                     | X      |    |                     |                   |        |
| Bernadette Suarez               | X      |    |                     |                   |        |

  
Rhonda Hofmann Gorman, City Clerk

4/15/19  
Date

APPROVED AS TO FORM:

  
Tiffany J. Israel, City Attorney

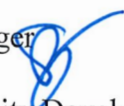



## CITY OF LAWNDALE


14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556  
www.lawndalecity.org

DATE: April 15, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

REVIEWED BY: Sean M. Moore, AICP, Community Development Director 

PREPARED BY: Jared Chavez, Associate Planner 

SUBJECT: **ORDINANCE NO. 1157-19 – ESTABLISH RULES AND REGULATIONS  
FOR SHARED MOBILITY DEVICES WITHIN THE CITY OF  
LAWNDALE.**

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### BACKGROUND

On April 1, 2019, the City Council introduced and approved the first reading of Ordinance No. 1157-19 to amend the Lawndale Municipal Code to adopt regulations for shared mobility devices.

### ANALYSIS

The City Council introduced and approved the first reading of Ordinance No. 1157-19 and it is recommended that the City Council adopt Ordinance 1157-19.

### LEGAL REVIEW

The City Attorney's office has reviewed and approved Ordinance No. 1157-19 as to form.

### FUNDING

Not applicable

### RECOMMENDATION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1157-109 regulating shared mobility devices.

### ATTACHMENT:

A) Ordinance No. 1157-19

# **ATTACHMENT A**

**ORDINANCE NO. 1157-19**

## **ORDINANCE NO. 1157-19**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA ADDING LAWDALE MUNICIPAL CODE CHAPTER 12.64, ESTABLISHING RULES AND REGULATIONS ON SHARED MOBILITY DEVICES**

SUMMARY: This ordinance prohibits the use of and bans the operation and storage of motorized scooters within City rights of way.

WHEREAS, the City has the authority under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City's public rights-of-way are designed to accommodate various uses and are heavily utilized by citizens, residents, visitors and businesses; and

WHEREAS, in recent months, in part due to rapid technological advancements the City's public rights-of-way have been flooded with new, unpermitted commercial motorized scooters; and

WHEREAS, shared motorized scooters may be accessed using a mobile application that allows a user to unlock the motorized scooters remotely, and more importantly, allows a user to leave the motorized scooter anywhere the user chooses, including the City's rights-of-ways, since the motorized scooters can be secured without being locked to a fixed object; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the use and operations of motorized scooters within City limits; and

WHEREAS, the proliferation of motorized scooters, has the potential to cause obstructions of public rights-of-ways and, in the absence of sufficient education as to existing laws, cause a myriad of other safety hazards for both users of motorized scooters as well as members of the public more generally; and

WHEREAS, City staff has received approximate five (5) calls regarding motorized scooters relating to inquiries, concerns and complaints; and

WHEREAS, City staff has impounded eight (8) motorized scooters to date that were left on the public right-of-way. Further, City staff has attempted to contact various operator-owners of said motorized scooters for retrieval but have received no responses; and

WHEREAS, Lawndale Municipal Code ("LMC") currently contains no regulations regarding the use and operation of motorized scooters within City limits; and

WHEREAS, on January 7, 2019 the City Council unanimously adopted Urgency Ordinance No. 1153-19 (“Ordinance 1153”), to establish a 45-day prohibition on the operation of Motorized Scooter programs within the City limits; and

WHEREAS, on February 4, 2019 the City Council unanimously adopted Urgency Ordinance No. 1155-19 (“Ordinance 1155”, and together with Ordinance 1153, the “Moratorium Ordinances”), to extend the moratorium established by Ordinance 1153 by an additional 10 months and 15 days; and

WHEREAS, upon study, analysis and review of regulations for motorized scooters, including State and federal laws and surveying the regulations of neighboring jurisdictions and various options, City staff has developed appropriate City laws, rules, procedures for the regulation of motorized scooter operators; and

WHEREAS, it is not the intent of the City that these regulations ban the lawful use of the motorized scooters on public roadways, but rather, the intent is to remedy safety concerns being caused by motorized scooters being left on public rights-of-ways including sidewalks or provided or offered for use on public rights-of-ways; and

WHEREAS, the City Council now wishes to adopt regulations regarding the use and operation of motorized scooters by adding a certain chapter to the LMC.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDAL, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds and determines that the recitals above are true and correct, and are hereby incorporated by reference.

SECTION 2. A new Chapter 12.64 entitled “Shared Mobility Devices” is added to the Lawndale Municipal Code to read, in its entirety, as follows:

**“Chapter 12.64 Shared Mobility Devices**

- 12.64.010 Purpose**
- 12.64.020 Definitions**
- 12.64.030 General Requirements**
- 12.64.040 Violations**

**12.64.010 Purpose**

The purpose of this ordinance is to prohibit shared mobility devices from being stored or placed in the public right-of-way or on public property, and to prohibit shared mobility devices from being provided or offered for use within in the city from the public right-of-way, so as to allow for adequate pedestrian traffic flow and to promote public safety. The ordinance shall provide the city’s rules and regulations for such devices, which supplement and do not supplant the fields of regulation occupied by state of California, including but not limited to the California Vehicle Code.

### **12.64.020 Definitions**

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings ascribed to them in this chapter.

“Shared mobility device” shall mean any wheeled transportation device including a motorized scooter by which a person and/or property may be propelled, moved or drawn, other than an automobile or motorcycle, that is powered by a motor and that is accessed through a shared mobility program.

“Motorized scooter” shall have the same definition as that provided by California Vehicle Code Section 407.5.

“Shared mobility program operator” shall mean a “person”, as that term is defined by the Lawndale Municipal Code Section 1.04.030, who owns, manages, maintains and/or operates a motorized scooter program, whether for profit or not.

“Shared mobility program” shall mean an on-demand system of self-service shared mobility devices for hire to the public and accessed by smartphone application, membership card, or similar method, which said program is operated by a shared mobility program operator that offers a pool of three (3) or more shared mobility devices at unstaffed locations for use in the public rights-of-way.

“Public-right-of-way” shall mean any area across, along, beneath, in, on, over, under, upon, and within the dedicated a public alley, public parkway, public transportation path, sidewalk, public place, public property or public street that is owned, operated, or controlled by the city or dedicated or granted by easement to the city for public purposes.

### **12.64.030 General Requirements**

A. It is unlawful to park, leave standing, abandon, leave lying, or otherwise place a shared mobility device in the public-right-of-way anywhere within the city.

B. It is unlawful to provide, place or offer for use a shared mobility device, or to operate as a shared mobility device operator in any public-right-of-way within the city.

### **12.64.040 Violations**

A. Any violation of this ordinance shall be punishable as a misdemeanor or infraction as provided by Section 1.08.010 of Title 1 of the Lawndale Municipal Code.

B. Code enforcement officers, other designated city employees, and any party contracted by the city to specifically impound shared mobility devices are authorized to impound any shared mobility device that has been offered for use, placed in a public-right-of-way, or operated in a public-right-of-way in violation of this chapter. The impound shall be subject to an impound and storage fee established by resolution of the

city council. The city may promulgate, by resolution of the city council, further guidance for notification to shared mobility program operators regarding an impounded shared mobility device and the procedures for its retrieval, and other policies as may otherwise be necessary to implement the purpose of this chapter.”

SECTION 3. Section 1.08.020(B) of the Lawndale Municipal Code, “Misdemeanor penalty”, is amended to add the title for Section 12.64.030 in the table to read as follows:

“12.64.030 Shared Mobility Devices – General Requirements”

SECTION 4. Upon the effective date of this Ordinance this Ordinance shall supersede the Moratorium Ordinances.

SECTION 5. Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this Ordinance is exempt from CEQA based on the following: (a) this Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (b) this Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves rules and regulations on the use of shared mobility devices and does not have the potential to significantly impact the environment

SECTION 6. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the each and every section, subsection, sentence, clause and phrase thereof not declared invalid or remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2019.

---

Robert Pullen-Miles, Mayor



ATTEST:

State of California                 )  
County of Los Angeles         )         SS  
City of Lawndale                 )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1157-19 at its regular meeting held on the 1<sup>st</sup> day of April, 2019, and duly approved and adopted said ordinance at its regular meeting held on the 15th day of April, 2019, by the following roll call vote:

| Name                            | Voting |    | Present, Not Voting |                   | Absent |
|---------------------------------|--------|----|---------------------|-------------------|--------|
|                                 | Aye    | No | Abstain             | Not Participating |        |
| Robert Pullen-Miles, Mayor      |        |    |                     |                   |        |
| James H. Osborne, Mayor Pro Tem |        |    |                     |                   |        |
| Pat Kearny                      |        |    |                     |                   |        |
| Daniel Reid                     |        |    |                     |                   |        |
| Bernadette Suarez               |        |    |                     |                   |        |

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

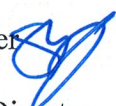



## CITY OF LAWDALE


14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 1, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

REVIEWED BY: Sean M. Moore, AICP, Planning Director 

PREPARED BY: Jared Chavez, Associate Planner 

**SUBJECT: CASE 19-01: PUBLIC HEARING TO CONSIDER AN ORDINANCE TO ESTABLISH RULES AND REGULATIONS FOR SHARED MOBILITY DEVICES WITHIN THE CITY OF LAWDALE**

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### BACKGROUND

The recent growth of share mobility device rental companies had made it difficult for cities to regulate such devices. After encountering rented motorized scooters abandoned on City rights-of-way several times, on January 7, 2019 City Council adopted Urgency Ordinance No. 1155-19, a 45-day Moratorium prohibiting the operation of Motorized Scooter programs within the City limits. On February 4<sup>th</sup>, 2019 the City Council extended the Moratorium an additional 10-Months 15-days to allow time for staff to analyze the City's options to regulate the recent proliferation of companies renting motorizing scooters within the South Bay.

Upon adoption of the initial moratorium, staff commenced research on how other jurisdictions were responding to this new trend. The information gathered by staff was used to develop an ordinance regulating the use of shared mobility devices within City limits.

### STAFF REVIEW

In recent months, given the growth of shared motorized device rental companies, the City received a number of phone calls regarding abandoned motorized scooters within City rights-of-way. The proliferation of motorized scooters cause a myriad of safety hazards for both users and motorized scooters as well as member of the public. Since scooter rentals do not require the user to park the vehicles in any specific way or location, the devices have been abandoned and found in public areas such as sidewalks and other public places, creating a potential hazard for the public. The abandoned scooters found around the City have been picked up by the Municipal Services Department (MSD). MSD has kept a log with information on abandoned shared mobility devices found in public areas throughout the City and impounded by City staff (see Attachment B).

Staff researched how nearby cities are responding to this matter. Two cities, Manhattan Beach and Huntington Beach have adopted ordinances prohibiting the use of shared mobility devices within

public right-of-way or on public property (see Attachment C). Other cities -, Redondo Beach and Hermosa Beach - have adopted Urgency Ordinances temporarily banning the use of shared mobility devices within public right-of-way. City of Torrance prohibit the devices on public right of way as well as any public place within the City in which the public has the right of travel. The interim ordinances would serve as a temporary solutions while those cities study their options to regulate shared motorized devices.

City Staff has drafted an ordinance which establishes rules and regulations prohibiting renting and storing of shared motorized scooters from public rights-of-way within the city of Lawndale. As proposed in the attached ordinance, motorized scooters may be ridden on public streets and stored on private property.

The proposed ordinance defines and regulates the use of commercial sharable mobility devices in an effort to protect City residents and business by addressing potential issues related to the unregulated use of these devices. Proposed Ordinance No. 1157-19 amends Lawndale Municipal Code Title 12, by adding a new Chapter 12.64, to regulate the use of shared mobility devices within the City's public right-of-ways. The purpose of the ordinance is to prohibit share mobility devices from being placed on public right-of-way or on public property which may create a dangerous condition or preclude the access required for pedestrians and bicyclists by providing the public with rules and regulations to regulate these devices.

#### ENVIRONMENTAL ASSESSMENT

Staff is requesting that the City Council determine that the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) under Sections 15378 of the CEQA Guidelines because the proposed Ordinance is not a "Project" as defined by CEQA.

#### LEGAL REVIEW

The City Attorney has reviewed Ordinance No. 1157-19 and has approved it as to form.

#### PUBLIC REVIEW

The notice of public hearing was posted on the City's notice board located outside City Hall and published in the *Daily Breeze* on March 15, 2019.

#### COMMISSION REVIEW

Not applicable

#### FISCAL IMPACT

No additional funding required.



## RECOMMENDATION

It is recommended that the City Council do the following;

- A. Conduct a public hearing;
- B. Determine that Ordinance No. 1157-19 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15378 and 15061(b)(3) of the CEQA Guidelines; and
- C. Approve the first reading to introduce Ordinance No. 1157-19 regulating shared mobility devices.

## ATTACHMENTS

- A) Ordinance No. 1157-19**
- B) Motorized scooter log and photos**
- C) Sample Ordinances**

# **ATTACHMENT A**

## **Ordinance No. 1157-19**

**ORDINANCE NO. 1157-19**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF LAWDALE, CALIFORNIA ADDING  
LAWDALE MUNICIPAL CODE CHAPTER 12.64,  
ESTABLISHING RULES AND REGULATIONS ON  
SHARED MOBILITY DEVICES**

SUMMARY: This ordinance prohibits the use of and bans the operation and storage of motorized scooters within City rights of way.

WHEREAS, the City has the authority under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City's public rights-of-way are designed to accommodate various uses and are heavily utilized by citizens, residents, visitors and businesses; and

WHEREAS, in recent months, in part due to rapid technological advancements the City's public rights-of-way have been flooded with new, unpermitted commercial motorized scooters; and

WHEREAS, shared motorized scooters may be accessed using a mobile application that allows a user to unlock the motorized scooters remotely, and more importantly, allows a user to leave the motorized scooter anywhere the user chooses, including the City's rights-of-ways, since the motorized scooters can be secured without being locked to a fixed object; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the use and operations of motorized scooters within City limits; and

WHEREAS, the proliferation of motorized scooters, has the potential to cause obstructions of public rights-of-ways and, in the absence of sufficient education as to existing laws, cause a myriad of other safety hazards for both users of motorized scooters as well as members of the public more generally; and

WHEREAS, City staff has received approximate five (5) calls regarding motorized scooters relating to inquiries, concerns and complaints; and

WHEREAS, City staff has impounded eight (8) motorized scooters to date that were left on the public right-of-way. Further, City staff has attempted to contact various operator-owners of said motorized scooters for retrieval but have received no responses; and

WHEREAS, Lawndale Municipal Code ("LMC") currently contains no regulations regarding the use and operation of motorized scooters within City limits; and



WHEREAS, on January 7, 2019 the City Council unanimously adopted Urgency Ordinance No. 1153-19 (“Ordinance 1153”), to establish a 45-day prohibition on the operation of Motorized Scooter programs within the City limits; and

WHEREAS, on February 4, 2019 the City Council unanimously adopted Urgency Ordinance No. 1155-19 (“Ordinance 1155”, and together with Ordinance 1153, the “Moratorium Ordinances”), to extend the moratorium established by Ordinance 1153 by an additional 10 months and 15 days; and

WHEREAS, upon study, analysis and review of regulations for motorized scooters, including State and federal laws and surveying the regulations of neighboring jurisdictions and various options, City staff has developed appropriate City laws, rules, procedures for the regulation of motorized scooter operators; and

WHEREAS, it is not the intent of the City that these regulations ban the lawful use of the motorized scooters on public roadways, but rather, the intent is to remedy safety concerns being caused by motorized scooters being left on public rights-of-ways including sidewalks or provided or offered for use on public rights-of-ways; and

WHEREAS, the City Council now wishes to adopt regulations regarding the use and operation of motorized scooters by adding a certain chapter to the LMC.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDAL, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds and determines that the recitals above are true and correct, and are hereby incorporated by reference.

SECTION 2. A new Chapter 12.64 entitled “Shared Mobility Devices” is added to the Lawndale Municipal Code to read, in its entirety, as follows:

**“Chapter 12.64 Shared Mobility Devices**

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- 12.64.020 Definitions**
- 12.64.030 General Requirements**
- 12.64.040 Violations**

**12.64.010 Purpose**

The purpose of this ordinance is to prohibit shared mobility devices from being stored or placed in the public right-of-way or on public property, and to prohibit shared mobility devices from being provided or offered for use within in the city from the public right-of-way, so as to allow for adequate pedestrian traffic flow and to promote public safety. The ordinance shall provide the city’s rules and regulations for such devices, which supplement and do not supplant the fields of regulation occupied by state of California, including but not limited to the California Vehicle Code.

#### **12.64.020 Definitions**

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings ascribed to them in this chapter.

“Shared mobility device” shall mean any wheeled transportation device including a motorized scooter by which a person and/or property may be propelled, moved or drawn, other than an automobile or motorcycle, that is powered by a motor and that is accessed through a shared mobility program.

“Motorized scooter” shall have the same definition as that provided by California Vehicle Code Section 407.5.

“Shared mobility program operator” shall mean a “person”, as that term is defined by the Lawndale Municipal Code Section 1.04.030, who owns, manages, maintains and/or operates a motorized scooter program, whether for profit or not.

“Shared mobility program” shall mean an on-demand system of self-service shared mobility devices for hire to the public and accessed by smartphone application, membership card, or similar method, which said program is operated by a shared mobility program operator that offers a pool of three (3) or more shared mobility devices at unstaffed locations for use in the public rights-of-way.

“Public-right-of-way” shall mean any area across, along, beneath, in, on, over, under, upon, and within the dedicated a public alley, public parkway, public transportation path, sidewalk, public place, public property or public street that is owned, operated, or controlled by the city or dedicated or granted by easement to the city for public purposes.

#### **12.64.030 General Requirements**

A. It is unlawful to park, leave standing, abandon, leave lying, or otherwise place a shared mobility device in the public-right-of-way anywhere within the city.

B. It is unlawful to provide, place or offer for use a shared mobility device, or to operate as a shared mobility device operator in any public-right-of-way within the city.

#### **12.64.040 Violations**

A. Any violation of this ordinance shall be punishable as a misdemeanor or infraction as provided by Section 1.08.010 of Title 1 of the Lawndale Municipal Code.

B. Code enforcement officers, other designated city employees, and any party contracted by the city to specifically impound shared mobility devices are authorized to impound any shared mobility device that has been offered for use, placed in a public-right-of-way, or operated in a public-right-of-way in violation of this chapter. The impound shall be subject to an impound and storage fee established by resolution of the



city council. The city may promulgate, by resolution of the city council, further guidance for notification to shared mobility program operators regarding an impounded shared mobility device and the procedures for its retrieval, and other policies as may otherwise be necessary to implement the purpose of this chapter.”

SECTION 3. Section 1.08.020(B) of the Lawndale Municipal Code, “Misdemeanor penalty”, is amended to add the title for Section 12.64.030 in the table to read as follows:

“12.64.030 Shared Mobility Devices – General Requirements”

SECTION 4. Upon the effective date of this Ordinance this Ordinance shall supersede the Moratorium Ordinances.

SECTION 5. Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this Ordinance is exempt from CEQA based on the following: (a) this Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (b) this Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves rules and regulations on the use of shared mobility devices and does not have the potential to significantly impact the environment

SECTION 6. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the each and every section, subsection, sentence, clause and phrase thereof not declared invalid or remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Robert Pullen-Miles, Mayor

ATTEST:

State of California                     )  
County of Los Angeles               )       SS  
City of Lawndale                     )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1157-19 at its regular meeting held on the 1<sup>st</sup> day of April, 2019, and duly approved and adopted said ordinance at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019, by the following roll call vote:

| Name                            | Voting |    | Present, Not Voting |                   | Absent |
|---------------------------------|--------|----|---------------------|-------------------|--------|
|                                 | Aye    | No | Abstain             | Not Participating |        |
| Robert Pullen-Miles, Mayor      |        |    |                     |                   |        |
| James H. Osborne, Mayor Pro Tem |        |    |                     |                   |        |
| Pat Kearny                      |        |    |                     |                   |        |
| Daniel Reid                     |        |    |                     |                   |        |
| Bernadette Suarez               |        |    |                     |                   |        |

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

## **ATTACHMENT B**

### **Motorized scooter log and photos**



**SCOOTER CONFISCATION LOG**

[illegible]





Jan 24, 2019 at 4:05 PM







# **ATTACHMENT C**

## **Sample Ordinances**

ORDINANCE NO. 18-0018

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH  
ADDING CHAPTER 14.70 (SHARED MOBILITY DEVICES)  
TO TITLE 14 (TRAFFIC) OF THE MANHATTAN BEACH  
MUNICIPAL CODE TO PROHIBIT SHARED MOBILITY  
DEVICES FROM BEING PLACED IN ANY PUBLIC RIGHT-  
OF-WAY OR ON PUBLIC PROPERTY, OPERATED IN ANY  
PUBLIC RIGHT-OF-WAY OR ON PUBLIC PROPERTY, OR  
OFFERED FOR USE ANYWHERE IN THE CITY

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES ORDAIN  
AS FOLLOWS:

SECTION 1. CEQA Findings. This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The adoption and implementation of this Ordinance would prohibit shared mobility devices from being placed in the public right-of-way or on public property, operated in the public right-of-way or on public property, or offered for use anywhere in the City. This Ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that prohibiting shared mobility devices from being placed in the public right-of-way or on public property, operated in the public right-of-way or on public property, or offered for use anywhere in the City will have a significant effect on the environment. This Ordinance is additionally exempt from CEQA pursuant to CEQA Guidelines Section 15301(c), as it involves no expansion of the use of existing facilities, a category that includes streets and sidewalks.

SECTION 2. Dockless electric scooters and bicycles, available to be rented on demand from unstaffed locations, have proliferated rapidly in multiple cities in Los Angeles County. There have been numerous instances where these scooters and bicycles have appeared in the City, and these occurrences have since proliferated rapidly. These shared mobility devices are unregulated, and are frequently abandoned by users in streets, sidewalks, and other public places throughout the other cities and have already, on occasion, been abandoned throughout the City, creating serious safety concerns, especially for the City's most vulnerable pedestrians. Moreover, due to the spontaneous nature of these rentals and their appeal to young people, shared mobility devices are nearly always operated by users--often minors--without helmets, in contravention of state law. The Manhattan Beach Police Department has received approximately 20 calls regarding dockless electric scooters relating to inquiries, concerns, and complaints. The Manhattan Beach Police Department has impounded four scooters to date that were left on the public right-of-way or private property. The City Council finds that there is a current and immediate threat to the public peace, health, safety, and welfare posed by the shared mobility devices placed in and operated on public property.

SECTION 3. On August 21, 2018, the City Council conducted a duly noticed public meeting to consider adding Chapter 14.70 (Shared Mobility Devices) to Title 14 (Traffic) of the Manhattan Beach Municipal Code (MBMC) to prohibit shared mobility devices from



being placed in any public right-of-way or on public property, operated in any public right-of-way or on public property, or offered for use anywhere in the City

SECTION 4. Based upon the foregoing, the City Council of the City of Manhattan Beach hereby adds Chapter 14.70 (Shared Mobility Devices) to Title 14 (Traffic) of the MBMC to read as follows:

**"CHAPTER 14.70 - SHARED MOBILITY DEVICES**

Section 14.70.010: Purpose.

Section 14.70.020: Definition.

Section 14.70.030: General Requirements.

Section 14.70.040: Violations.

**Section 14.70.010 - Purpose.**

The purposes of this chapter are to prohibit shared mobility devices from being placed in the public right-of-way or on public property, operated in the public right-of-way or on public property, or offered for use anywhere in the City, so as to allow for adequate pedestrian traffic flow and to promote public safety and to provide time for the City to develop a comprehensive set of regulations regulating such devices.

**Section 14.70.020 - Definition.**

For purposes of this chapter, "shared mobility device" means any wheeled device, other than an automobile or motorcycle, that is powered by a motor; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is operated by a private entity that owns, manages, and maintains devices for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations, except for those locations which are designated by the City.

**Section 14.70.030 - General Requirements.**

A. It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a shared mobility device in a public right-of-way or on public property anywhere within the City.

B. It is unlawful to operate a shared mobility device in a public right-of-way or on public property anywhere within the City.

C. It is unlawful to provide or offer for use a shared mobility device anywhere within the City.

**Section 14.70.040 - Violations.**

A. Violations of this chapter shall be punishable as provided for in Title 1, Chapter 1.04 of this Code.

B. Police officers, those City employees designated by the City Manager, and any party contracted by the City to specifically impound shared mobility devices are

authorized to impound any shared mobility device that has been offered for use, placed in a public right-of-way or on public property, or operated in a public right-of-way or on public property in violation of this chapter. The impound shall be subject to an impound and storage fee established by resolution of the City Council."

SECTION 5. Sunset Provision. These regulations shall remain in effect for six months from the date of the adoption of this Ordinance to provide time for the City to develop a comprehensive set of regulations. At that time, this ordinance shall become ineffective unless the City Council acts to readopt the provisions herein. The City Council hereby directs the City Clerk not to codify this Ordinance until further action taken by the City Council.

SECTION 6. If any sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION 7. Any provisions of the MBMC, or appendices thereto, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance, are hereby repealed; and the City Clerk shall make any necessary changes to the MBMC for internal consistency.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Government Code Section 36933.

ADOPTED on September 4, 2018.


AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
STEVEN A. NAPOLITANO  
Mayor

ATTEST:

\_\_\_\_\_  
LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
QUINN M. BARROW  
City Attorney



ORDINANCE NO. 4165

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH  
ADDING CHAPTER 12.40 TO THE HUNTINGTON BEACH MUNICIPAL  
CODE MAKING SHARED MOBILITY DEVICES OR BUSINESSES UNLAWFUL

The City Council of the City of Huntington Beach does hereby ordain as follows:

WHEREAS, in response to a sudden and unforeseen proliferation of shared mobility devices throughout the State that operate in the public right-of-way, the City of Huntington Beach adopted Ordinance No. 4164 establishing a moratorium on shared mobility devices and businesses; and

Shared mobility devices (e.g. bicycles and scooters) can be accessed using a mobile application that allows a user to unlock the device remotely, activating a rental of the device; and

Shared mobility devices are offered in either a “docked” system or a “dockless” system. In a docked system, the renter must return the device to a docking station in order to terminate the rental period. In a dockless system, the renter can terminate the rental period using the mobile application to lock the device. Once locked, the device may be left anywhere the renter chooses on public or private property.

Shared mobility devices have sprouted up all over California, and in particular beach communities to the north and south of Huntington Beach; and

The dockless devices have been especially problematic for cities because many users leave the bicycles and scooters haphazardly in public pathways or on sidewalks, creating a tripping hazard. In addition, certain mobility device users ignore local and state traffic regulation and ride on sidewalks or without a helmet; and

The new and emerging business model of operating shared personal mobility devices in the public right-of-way creates public health and safety concerns that impact users, bystanders and pedestrians and contributes to clutter in the public right-of-way. The long-term impacts of this business model are uncertain as the market is rapidly evolving. While this business model may change, the City cannot be prevented from maintaining the public right-of-way in a safe manner; and

The City Council finds that, regarding the California Environmental Quality Act (CEQA), there is no possibility that the adoption of this ordinance may have a significant adverse effect on the environment (CEQA Guideline 15061(b)(3)); and

The City Council does hereby find that the shared mobility devices and operators shall be prohibited throughout the City from operating in the public right-of-way and City-owned properties in order to promote the public health, safety and welfare including adequate pedestrian safety.

NOW, THEREFORE, the City Council of the City of Huntington Beach does ordain as follows:

SECTION 1. The above recitals are true and correct and are adopted as the City Council's findings.

SECTION 2. Chapter 12.40 is added to the Title 12 of the Huntington Beach Municipal Code to read as follows:

#### **Chapter 12.40 - Shared Personal Mobility Devices**

##### **12.40.010 - Purpose.**

The purpose of this Chapter is to prohibit Shared Personal Mobility Devices and ensure that the use of the public right-of-way, at all times, promotes the public health, safety and welfare and allows for adequate pedestrian circulation and safety.

##### **112.40.020- Definitions.**

A. "Public right-of-way" shall mean the area across, along, beneath, in, on, over, under, upon, and within the dedicated public alleys, boulevards, courts, lanes, places, roads, sidewalks, streets, ways and City-owned properties within the City, as they exist now or in the future.

B. "Shared Personal Mobility Devices" shall mean any wheeled personal transportation device that is designed to be:

1. Powered by an electric motor or other power source, or by human propulsion;
2. Accessed via an on-demand portal, whether through a smart-phone, access code, personal identification card, or similar method; and
3. Operated by a private entity that owns, manages, maintains and insures devices for shared use by members, which are available to members in unstaffed, self-service locations.

Shared Personal Mobility Device does not include any device vended or made available for rent from a building, a device operated by the Orange County Transportation Authority, or any other device excluded pursuant to the Administrative Regulations adopted by the City Manager.

C. "Shared Personal Mobility Device Operator" shall mean an individual or a public, private, or non-profit entity that leases or manages Shared Personal Mobility Devices.



#### **11.40.030 – Prohibition on Shared Personal Mobility Devices and Operators**

A. It shall be unlawful to provide, place or offer for use a Shared Personal Mobility Device, or to operate as a Shared Personal Mobility Device Operator in any public right-of-way within the City.

B. The Huntington Beach Police Department and any persons authorized by the City and having the duty to enforce this Chapter are hereby authorized to impound the Shared Personal Mobility Device violating the provisions of this Chapter. The impound shall be subject to an impound fee established by City Council resolution.

C. The Police Chief may promulgate regulations for notification to the Operator and return of the Devices to the Operator, and as may otherwise be necessary to implement the purpose of this Chapter.

#### **12.40.040 - Violations.**

Any person who violates or willfully fails to comply with any provision of this Chapter is guilty of an infraction. Where the violation is of a continuing nature, each day or portion thereof wherein the violation continues constitutes a separate and distinct violation. Any person convicted of an infraction under the provisions of this Code shall be punishable by (1) a fine not exceeding \$100.00, for the first offense; (2) a fine not exceeding \$200.00 for the second offense; (3) a fine not exceeding \$500.00 for each additional offense within one year.

SECTION 3. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause this Ordinance, or a summary thereof to be published once in the official newspaper within 15 days after its adoption.

SECTION 4. When adopted this Ordinance shall supercede Ordinance No. 4164.

SECTION 5. This Ordinance shall become effective 30 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting held this 5th day of November, 2018.

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Mayor

ATTEST:

APPROVED AS TO FORM:

---

City Clerk

---

City Attorney

REVIEWED AND APPROVED:

---

City Manager



## **URGENCY ORDINANCE NO. 3834**

**AN INTERIM ZONING ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, ADOPTED AS AN URGENCY MEASURE ESTABLISHING A TEMPORARY MORATORIUM ON THE ISSUANCE OF NEW BUSINESS LICENSES, USE PERMITS OR ANY OTHER APPLICABLE MINISTERIAL PERMIT OR DISCRETIONARY LAND USE ENTITLEMENT OR APPROVAL PERTAINING TO SHARED ON-DEMAND PERSONAL MOBILITY DEVICES AND A TEMPORARY BAN ON THE PLACEMENT, PROVISION OR OFFERING FOR USE OF A SHARED ON-DEMAND PERSONAL MOBILITY DEVICE OR TO OPERATE AS A SHARED ON-DEMAND PERSONAL MOBILITY DEVICE OPERATOR IN ANY STREET OR PUBLIC RIGHT OF WAY OR OTHER PUBLIC PLACE WITHIN THE CITY IN WHICH THE PUBLIC HAS THE RIGHT OF TRAVEL.**

**NOW, THEREFORE,** the City Council of the City of Torrance does ordain as follows:

### **SECTION 1 PURPOSE AND INTENT**

The purpose of this ordinance is to provide for the health safety and welfare of City of Torrance citizens by exercising the police power provided for in the California Constitution that underlies the City's zoning powers, so that shared on-demand personal mobility devices are compatible with existing and future uses. To accomplish this, the City Council intends to impose a temporary moratorium on the issuance of new business licenses, use permits or any other applicable ministerial permit or discretionary land use entitlement or approval which pertains to shared on-demand personal mobility devices, and to temporarily ban the provision, placement or offering for use of a shared on-demand personal mobility device or to operate as a shared on-demand personal mobility device operator in any street or public right of way or other public place within the City in which the public has the right of travel, in order to provide City staff, the City Council, and the residents of the City sufficient time to consider a comprehensive ordinance regulating shared on-demand personal mobility devices.

### **SECTION 2 APPLICABILITY**

The provisions of this ordinance will apply to the issuance of new business licenses, use permits or any other applicable ministerial permit or discretionary land use entitlement or approval which pertains to shared on-demand personal mobility devices within all zoning districts within the City as well as the placement, provision or offering for use of a shared on-demand personal mobility device, or the operation of a shared on-demand personal mobility device in any street or public right of way or other public place within the city in which the public has the right of travel. Such will be subject to all provisions as set for the below, unless otherwise specified in this Ordinance, notwithstanding other existing zoning provisions and regulations of the City of Torrance.



### **SECTION 3 TEMPORARY MORATORIUM**

- A. Moratorium applies to all zoning districts, streets, public rights of way or other public place within the city in which the public has the right of travel. Within all areas situated in the City of Torrance State of California, including but not limited to each and every zone and zoning district, street, public right of way or other public place, there shall be a temporary moratorium in effect, commencing on the effective date of this Ordinance, prohibiting the issuance of any and all new business licenses, use permits, or other applicable ministerial permits, or discretionary land use entitlements or approvals, or provision or offering for use of a shared on-demand personal mobility device, or the operation of a shared on-demand personal mobility device in any street or public right of way or other public place within the city in which the public has the right of travel as described in Section 2, notwithstanding other existing zoning provisions or regulations of the City of Torrance.

### **SECTION 4 AUTHORITY AND FINDINGS**

- A. This ordinance is an interim zoning ordinance adopted as an urgency measure pursuant to Torrance City Charter Section 726, Government Code Sections 65858 and 36937(b) and (e) to protect the public health, safety and welfare by prohibiting the issuance of any and all new business licenses, use permits, or other applicable ministerial permits, or discretionary land use entitlements or approvals, or provision or offering for use of a shared on-demand personal mobility device, or the operation of a shared on-demand personal mobility device in any street or public right of way or other public place within the city in which the public has the right of travel, which may be in conflict with a contemplated zoning proposal which the Community Development Director, Planning Commission and City Council intend to consider and study within a reasonable time.
- B. The City Council hereby finds that there is a current and immediate threat to the public health, safety and welfare resulting from the issuance of any and all new business licenses, use permits, or other applicable ministerial permits, or discretionary land use entitlements or approvals, or provision or offering for use of a shared on-demand personal mobility device, or the operation of a shared on-demand personal mobility device in any street or public right of way or other public place within the city in which the public has the right of travel, and that any further introduction into the City without specified development standards and regulations would result in a threat to public health, safety and welfare, for the following reasons:
1. There are no established standards or guidelines specific to shared on-demand personal mobility systems. These devices have been deployed in a number of cities without advance notification, knowledge or permission. A number of cities have observed serious safety hazards for pedestrians, bicyclists and drivers and have reported accidents injuring riders as well as pedestrians, sometimes very seriously. In addition, the proliferation of these devices has impeded pedestrian circulation and paths of travel and created hazards in the public rights-of-way for persons with disabilities and others as well as blocking entrances and egress, paths of travel, sidewalks, driveways and parkways. Finally, many of these devices are operated illegally, either on sidewalks, without helmets or by operators who are underage or unlicensed.



2. That a moratorium is necessary to allow the City to consider, study and enact regulations on shared mobility systems and devices, and it is necessary to temporarily suspend the issuance of new business licenses, use permits or other applicable ministerial permits or discretionary land use entitlements or approvals as well as the provision or offering for use of a shared on-demand personal mobility device, or the operation of a shared on-demand personal mobility device in any street or public right of way or other public place within the city in which the public has the right of travel, as these uses may be in conflict with the development standards and regulations that the City will ultimately impose after the City has considered and studied this issue, which will be accomplished in a reasonable time.
3. That a moratorium will provide the City time to study shared personal on-demand mobility devices and the potential impacts these systems may have on the public health safety and welfare. This will also allow staff to continue to collaborate with the Southbay Bikeshare Working Group on a potential regional approach to regulation.
4. That without the imposition of a temporary moratorium on the licensing, approval and use of shared personal on demand mobility devices and systems, the City anticipates that one or more shared on-demand personal mobility device companies may bring devices into the City before a non-urgency ordinance would become effective and that without specified development standards and regulations these uses may pose serious risks to the public health safety and welfare.
5. That there is a current and immediate threat to the public health, safety and welfare of the City and its residents which necessitates the immediate enactment of this moratorium as an urgency ordinance in order to ensure that licensing, permitting and operation of these devices and uses are established only under adequate regulations. Imposition of a moratorium will allow the City sufficient time to conclude the preparation and enactment of a comprehensive ordinance for the regulation of shared on-demand personal mobility devices and systems.

#### **SECTION 5 WRITTEN REPORT REQUIRED**

The City Council directs staff to prepare the report required by Government Code Section 65858(d) and issue it not later than ten days before the expiration of this interim ordinance.

#### **SECTION 6 CEQA EXEMPTION**

The City Council finds that, regarding the California Environmental Quality Act (CEQA), that this Ordinance is exempt from CEQA because there is no possibility that the adoption of this ordinance may have a significant adverse effect on the environment pursuant to CEQA Guidelines Section 15061(b)(3) because this ordinance will reduce the possibility of such effects by temporarily prohibiting these uses.

#### **SECTION 7 DECLARATION OF URGENCY**

This ordinance is hereby declared to be an urgency measure and will take effect immediately upon its adoption. There is a current and immediate threat to the public health, safety and welfare of the City and its residents because there is concern that one or more shared on-demand personal mobility operations or operators may locate in the City before a non-urgency



comprehensive ordinance for the regulation of such uses would become effective, and that introduction of such uses without specified development standards and/or regulations may result in unavoidable impacts to the community. The statutory authority for the adoption of this ordinance is found in Government Code Section 6585 and other applicable provisions of law.

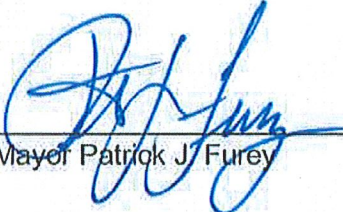
#### **SECTION 8 SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect that validity of the remaining portion of this Ordinance. The City Council of the City of Torrance 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 other portions might subsequently be declared invalid or unconstitutional.

#### **SECTION 9 EFFECTIVE DATE AND PUBLICATION**

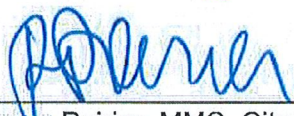
- A. This ordinance will take effect immediately upon its adoption. It will be of no further force and effect 45 days from its date of adoption unless extended following a public hearing as provided in Government Code Section 65858.
- B. The City Clerk is authorized and directed to publish this ordinance or a summary of this ordinance, if authorized by the City Council, before the expiration of 15 days after its passage. This ordinance will be published in the Daily Breeze, a newspaper of general circulation, published and circulated in the City of Torrance, State of California.

**INTRODUCED** and **ADOPTED** this 28<sup>th</sup> day of August, 2018.

  
\_\_\_\_\_  
Mayor Patrick J. Furey

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN, City Attorney

  
\_\_\_\_\_  
Tatia Y. Strader, Assistant City Attorney

ATTEST:  
  
\_\_\_\_\_  
Rebecca Poirier, MMC, City Clerk

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss  
CITY OF TORRANCE )

Rebecca Poirier, MMC  
City Clerk of the City of Torrance



## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: May 5, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant

SUBJECT: **Discussion on Establishing an Annual Festival for Recognizing Hispanic-American Contributions to the Community and the Creation of an Ad Hoc Subcommittee**

### BACKGROUND

Councilmember Francisco Talavera requested this item be placed on the agenda to have a discussion about establishing an annual festival recognizing Hispanic-American contributions to the community, inclusive of as many Spanish-speaking countries as possible, not just Mexico, and has suggested a potential date for October 11, 2025 if such a festival is approved.

In addition, Councilmember Talavera requests a discussion about creating a new Ad Hoc Subcommittee for the purpose of supporting the creation and planning of this new festival.

### STAFF REVIEW

A number of departments and staff organize a variety of special and significant events and community meetings every year. Some of those include the following: Youth in Government Day, Easter Egg Hunt, Clean Up Week, Youth Day Parade, Memorial Day Ceremony, Health & Safety Event featuring the Pet Fair, Spring Music Festival, National Night Out, Blues Festival, Halloween Haunt, Field of Honor Flag Display, Angel Tree Lighting, Neighborhood Watch meetings, and Coffee with a Cop meetings.

### LEGAL REVIEW

The City Attorney has reviewed the staff report and approved as to form.

### FISCAL IMPACT

This item has not been budgeted for in the upcoming Fiscal Year 25-26 Budget process. Councilmember Talavera suggests the City reach out to vendors and businesses for sponsorship of the proposed event. Depending on the scope of such a festival, appropriation from the General Fund may be required to fully support a new city event including staff resources.

### RECOMMENDATION

Staff recommends that the City Council:

- 1.) discuss establishing a new annual festival;
- 2.) discuss establishing an Ad Hoc Subcommittee; and/or
- 3.) provide further direction to staff.

**Attachments**

[Attachment A Annual Special Event Listing.pdf](#)

# **ATTACHMENT A**

**City of Lawndale**  
**Annual Special Events**

|               |                                              |
|---------------|----------------------------------------------|
| Month Varies  | Youth in Government Day                      |
| March/April   | Easter Egg Hunt                              |
| Month(s) Vary | Clean Up Week                                |
| April         | Youth Day Parade                             |
| May           | Memorial Day Ceremony                        |
| June          | Health & Safety Event featuring the Pet Fair |
| Month Varies  | Spring Music Festival (new in 2025)          |
| August        | National Night Out                           |
| September     | Blues Music Festival                         |
| October       | Halloween Haunt                              |
| November      | Field of Honor Flag Display                  |
| December      | Angel Tree Lighting                          |





## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: May 5, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Diane Parsley, Executive Assistant  
SUBJECT: **Discussion on Council Policy No. 26-95 Recognition Requests**

### BACKGROUND

Councilmember Francisco Talavera has requested that the City Council Recognition Policy be reviewed and updated. With the City unable to accommodate a recent request of the Councilmember due to the request not aligning with the current policy, Councilmember Talavera has requested the current policy be reviewed for potential updates and recommendations to be incorporated into the current policy.

### STAFF REVIEW

On May 22, 1995, the City Council approved a formal policy to establish guidelines for the recognition of individuals, groups, and events of significance to the Lawndale Community. Council Policy No. 26-95 Recognition Requests was established. The policy has been updated periodically, with the last update taking place on June 6, 2005.

### LEGAL REVIEW

The City Attorney has reviewed the staff report and approved as to form.

### RECOMMENDATION

Staff recommends that the City Council:

- 1.) Discuss Council Policy No. 26-95 Recognition Requests; and/or
- 2.) Provide further direction to staff

### **Attachments**

[Attachment A - Council Policy 26-95](#)



# ATTACHMENT A

## COUNCIL POLICY

|                                                |                                                                                                                                                                                                                              |                                                                                                                |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b><u>SUBJECT:</u></b><br>Recognition Requests | <b><u>POLICY NO.:</u></b> 26-95                                                                                                                                                                                              | <b><u>DATE ADOPTED:</u></b><br><br>a) 5/22/95<br>b) 6/5/00<br>c) 6/4/01<br>d) 5/5/03<br>e) 2/2/04<br>f) 6/6/05 |
|                                                | <b><u>AUTHORITY:</u></b><br>a) Resolution No. CC-9505-38<br>b) Resolution No. CC-0006-53<br>c) Resolution No. CC-0106-044<br>d) Resolution No. CC-0305-027<br>e) Resolution No. CC-0402-013<br>f) Resolution No. CC-0506-033 |                                                                                                                |

### **PURPOSE:**

To establish guidelines for recognition of individuals, groups, and events of significance to the Lawndale community by issuance of proclamations, certificates, plaques and other recognition awards.

### **POLICY/PROCEDURE:**

It is the policy of the City Council that when a request for recognition is received, certificates, proclamations, plaques and other recognitions awards shall be prepared in accordance with the adopted guidelines of this policy, including the attached Guidelines for Recognition Requests (Exhibit "A") and the Matrix of Recognition Requests (Exhibit "B").

If a request for recognition is consistent with any of the request categories described in Exhibit "A", the Mayor or City Manager may direct staff to issue such recognition award as specified in Exhibit "B". The request for recognition and a description of the disposition thereof shall then be forwarded to the City Council with the next City Manager's weekly memorandum.

If a request for recognition is not clearly consistent with any of the request categories described in Exhibit "A", the Mayor or City Manager shall direct the City Clerk's Department to place the request on the agenda of the next City Council meeting for discussion of approval.

The Mayor or City Manager shall not authorize the issuance of a recognition award of monetary value greater than that authorized in Exhibit "B" without obtaining approval by majority vote of the City Council.

Recognitions shall not be issued for religious observances or ethnic celebrations.

**COUNCIL POLICY NO. 26-95  
EXHIBIT "A"**

**GUIDELINES FOR RECOGNITION REQUESTS**

**TYPES OF RECOGNITION AWARDS:** (listed by monetary value, lowest to highest)

**Certificates and Proclamations:** Types of certificates issued include certificates of commendation, recognition, appreciation, accomplishment and election, and *in memoriam* certificates. Proclamations are prepared in much the same manner as certificates, but proclaim a specific date or event. Certificates and proclamations may be presented in certificate jackets or frames. Unless a frame is specified by this policy or by the approving authority (Mayor, City Manager or City Council), the certificate/proclamation will be presented in a jacket.

**City Lapel Pin:** City lapel pins depict the City logo and may be presented in addition to a certificate or proclamation.

**"Push Pin" Plaque:** Certificates or proclamations may be mounted on "push pin" plaques as an appropriate means of recognizing an event or accomplishment of special significance.

**City Tile Plaque:** Award of a City tile plaque is reserved for recognition of only the most significant achievements and events, such as a councilmember leaving office.

**REQUEST CATEGORIES:**

The Mayor or City Manager may approve requests for recognition which are clearly consistent with any of the request categories below. Recognition requests not consistent with the categories and/or recognition awards specified below must be approved by majority vote of the City Council.

**PERSONAL ACCOMPLISHMENTS:**

**Athletic/Academic Accomplishments:** Recognition of athletic/academic accomplishments may be given when an individual or team reaches a significant level of competition on a regional, state, or national level. Recognition should occur when the individual or team has completed the highest level of competition. Honorees shall be invited to attend a City Council meeting for presentation of a certificate of commendation.

**Acts of Heroism:** Commendations may be given to residents of Lawndale who perform heroic acts and to non-residents who perform acts of heroism to save the life or property of a City resident. Honorees shall be invited to attend a City Council meeting for presentation of a certificate of commendation.

**Girl Scout and Boy Scout Accomplishments:** A certificate of commendation or proclamation may be prepared and mounted on a push pin plaque to recognize Lawndale residents who achieve the rank of Eagle Scout in the Boy Scouts or the Gold or Silver Award in the Girl Scouts. The award shall be presented at either a City Council meeting or Court of Honor, as



requested, at which time the scout shall also receive a City lapel pin. Scouts receiving other honors denoting significant scouting accomplishments, such as the Cub Scout Arrow of Light award, shall receive a certificate of commendation.

South Bay Regional Law Enforcement Explorer Academy: Certificates of recognition may be prepared to recognize graduates of the academy and presented at either the graduation ceremonies or a City Council meeting, as requested.

Rotary Club Deputy and Firefighter of the Year: A City tile plaque shall be prepared for recipients of the Rotary Club's annual Deputy of the Year and Firefighter of the Year awards and presented at a City Council meeting.

### **SIGNIFICANT EVENTS:**

Meeting Adjourned *In Memoriam*: A meeting may be dedicated to the memory of an individual at the time of adjournment by the Mayor. An *In Memoriam* certificate shall be prepared and mailed to the next of kin.

City Sponsored Community Events: Student participants in Youth in Government Day shall receive certificate of recognition during the event. Graduates of the Tiny Tot Program shall receive diplomas and designated undergraduates shall receive certificates of accomplishment at the graduation ceremony. All city volunteers shall receive certificates of appreciation at the Volunteer/Sponsor Banquet. Certificates of appreciation shall be presented to volunteer entertainers at the Memorial Day Breakfast.

Regional Events: Events of significance to the region, state or nation may be recognized by proclamation, and presented at a City Council meeting or mailed as requested.

Anniversaries: A City tile plaque may be prepared to commemorate an anniversary of 25 years or greater for a community service organization located in the city, a company doing business within the City or another public agency. The organization being honored shall be invited to send a representative to a City Council meeting to receive the award.

### **PUBLIC OFFICIALS**

Newly Elected City Officials: City elected officials shall receive a framed certificate of election upon taking the oath of office at a City Council meeting.

Outgoing Elected City and School Board Officials: Outgoing elected officials of the City, the Lawndale Elementary School District and the Centinela Valley Union High School District shall receive a City tile plaque commemorating their service to the City, at their final City Council or Board meeting.

Newly Appointed City Commissioners and Committee Members: Newly appointed commissioners and committee members shall be presented with a City lapel pin upon taking the oath of office.

Outgoing City Commissioners and Committee Members: Upon leaving office, commissioners and committee members who have completed less than two full terms of office shall be

presented with a certificate of commendation mounted on a push pin plaque at a City Council meeting. Commissioners and committee members who have completed at least two full terms of office will be presented with a City tile plaque at a Council meeting.

Municipal Election Officials: Election poll workers for municipal elections, including alternates, shall be presented with a certificate of appreciation in a certificate jacket at the City Council meeting during which the official results of the election are certified.

Outgoing California Contract Cities Association President: A city tile plaque shall be presented to the outgoing CCCA President at his/her final meeting as presiding officer. However, upon receipt of a written request by the outgoing president or the CCCA, a gift, with a maximum monetary value of \$50, may be presented in lieu of the plaque.

Distinguished Visitors: Visiting public agency officials or other distinguished visitors may be presented with a City tile plaque acknowledging their visit to the City of Lawndale. This plaque shall be presented, when possible, at a City Council meeting.

## **SPONSORSHIP**

Individuals or Organizations Donating \$500+ in a Single Year: The Director of Community Services shall have a City tile plaque or other plaque prepared at his/her discretion, as a token of the City's appreciation for such significant sponsorship by an individual or organization. This plaque shall be presented at the annual volunteer dinner.



**COUNCIL POLICY NO. 26-95  
EXHIBIT "B"**

**MATRIX OF RECOGNITION**

|                                                | TYPE OF RECOGNITION AWARD                                                                              |              |                                 |                                 |                  | SIGNED BY | WHERE/HOW PRESENTED        |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------|---------------------------------|---------------------------------|------------------|-----------|----------------------------|
|                                                | Certificate                                                                                            | Proclamation | City Lapel Pin                  | Push Pin Plaque                 | City Tile Plaque |           |                            |
| <b>RECOGNITION CATEGORIES</b>                  |                                                                                                        |              |                                 |                                 |                  |           |                            |
| <b>Personal Accomplishments</b>                |                                                                                                        |              |                                 |                                 |                  |           |                            |
| Athletic or Academic Accomplishments           | Commendation                                                                                           |              |                                 |                                 |                  | Council   | Council meeting            |
| Acts of Heroism                                | Commendation                                                                                           |              |                                 |                                 |                  | Council   | Council meeting            |
| Girl/Boy Scout Accomplishments                 | Commendation or proclamation for significant achievements, e.g., Eagle, Gold/Silver, or Arrow of Light |              | Eagle or Gold/Silver Award only | Eagle or Gold/Silver Award only |                  | Council   | As requested               |
| Explorer Academy Graduation                    | Recognition                                                                                            |              |                                 |                                 |                  | Council   | As requested               |
| Rotary Club Deputy and Firefighter of the Year |                                                                                                        |              |                                 |                                 | Yes              | Council   | Council meeting            |
|                                                |                                                                                                        |              |                                 |                                 |                  |           |                            |
| <b>Significant Events</b>                      |                                                                                                        |              |                                 |                                 |                  |           |                            |
| Meeting Adjourned In Memoriam                  | In Memoriam                                                                                            |              |                                 |                                 |                  | Mayor     | Mailed to next of kin      |
| Youth in Govt. Day                             | Recognition                                                                                            |              |                                 |                                 |                  | Council   | At event                   |
| Tiny Tot Graduates                             | Diploma                                                                                                |              |                                 |                                 |                  |           | At event                   |
| Tiny Tot Undergrads                            | Accomplishment                                                                                         |              |                                 |                                 |                  | Mayor     | At event                   |
| City Volunteer Program Participants            | Appreciation                                                                                           |              |                                 |                                 |                  | Mayor     | Volunteer/ sponsor banquet |
| Memorial Day Breakfast entertainers            | Appreciation                                                                                           |              |                                 |                                 |                  | Mayor     | At event                   |
| Regional Events                                |                                                                                                        | Yes          |                                 |                                 |                  | Council   | As requested               |
| Anniversaries, 25+ years                       |                                                                                                        |              |                                 |                                 | Yes              | N/A       | Council meeting            |



|                                                                         | TYPE OF RECOGNITION AWARD |              |                |                 |                                    | SIGNED BY         | WHERE/HOW PRESENTED                         |
|-------------------------------------------------------------------------|---------------------------|--------------|----------------|-----------------|------------------------------------|-------------------|---------------------------------------------|
|                                                                         | Certificate               | Proclamation | City Lapel Pin | Push Pin Plaque | City Tile Plaque                   |                   |                                             |
| <b>RECOGNITION CATEGORIES</b>                                           |                           |              |                |                 |                                    |                   |                                             |
| <b>Public Officials</b>                                                 |                           |              |                |                 |                                    |                   |                                             |
| Newly Elected City Officials                                            | Election, framed          |              |                |                 |                                    | Election official | Upon taking oath of office                  |
| Outgoing Elected City and School Board Officials                        |                           |              |                |                 | Yes                                | N/A               | Final meeting while in office               |
| Newly Appointed Commissioners and Committee Members                     |                           |              | Yes            |                 |                                    | N/A               | Upon taking oath of office                  |
| Outgoing Commissioners and Committee Members, Service Less Than 2 Terms | Commendation              |              |                | Yes             |                                    | Council           | Council meeting                             |
| Outgoing Commissioners and Committee Members, Service 2+ Terms          |                           |              |                |                 | Yes                                | N/A               | Council meeting                             |
| Municipal Election Officials                                            | Appreciation              |              |                |                 |                                    | Council           | Council meeting when results certified      |
| Outgoing California Contract Cities Assn. President                     |                           |              |                |                 | Yes, or in lieu gift, as requested | N/A               | Honoree's last meeting as presiding officer |
| Distinguished Visitors                                                  |                           |              |                |                 | Yes                                | N/A               | Council meeting                             |
|                                                                         |                           |              |                |                 |                                    |                   |                                             |

|                                                               |  |  |  |  |      |     |                             |
|---------------------------------------------------------------|--|--|--|--|------|-----|-----------------------------|
| <b>Sponsorship</b>                                            |  |  |  |  |      |     |                             |
| Individuals or Organizations Donating \$500+ in a Single Year |  |  |  |  | Yes* | N/A | Volunteer recognition event |

\*Other plaque may be prepared at the discretion of the Community Services Director



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DATE: May 5, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Vanesa Alvarez, Administrative Assistant  
SUBJECT: **Report of Attendance at Meetings**

No supporting documentation was forwarded to the City Clerk Department for this item.



## CITY OF LAWNDALE

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PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: May 5, 2025  
TO: Honorable Mayor and City Council  
FROM: Dr. Sean M. Moore, City Manager  
PREPARED BY: Vanesa Alvarez, Administrative Assistant  
SUBJECT: **Conference with Legal Counsel – Existing Litigation**

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: City of Lawndale v. LA Investment, LLC (LA Superior Court Case No. 20TRCV00065).