



# CITY OF LAWDALE

14717 Burin Avenue, Lawndale, California 90260  
Phone (310) 973-3200 – [www.lawndalecity.org](http://www.lawndalecity.org)

## AGENDA

### LAWDALE CITY COUNCIL REGULAR MEETING LAWDALE PUBLIC FINANCING AUTHORITY REGULAR MEETING

**Tuesday, September 3, 2019 - 6:30 p.m.**

**Lawndale City Hall Council Chamber  
14717 Burin Avenue**

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 speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up.

Copies of this agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. Copies of staff reports or other written documentation relating to each agenda item are available for public inspection in the Lawndale City Hall foyer and the public library. 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**
- D. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- E. **COMMENTS FROM COUNCIL**
- F. **CONSENT CALENDAR**

The consent calendar, agenda items 1 through 11, will be considered and acted upon under one motion unless a councilmember removes individual items for further council consideration or explanation.

1. **Motion to read by title only and waive further reading of all ordinances listed on the agenda**  
Recommendation: that the City Council approve.
2. **Amending the Lawndale Municipal Code Chapter 3.12, Updating the Process of Payment for Routine Claims and Demands – 2<sup>nd</sup> Reading and Adoption**  
Recommendation: that the City Council approve the second reading and adopt Ordinance No. 1163-19, amending Chapter 3.12 of the Municipal Code updating the process of payment for routine claims and demands (warrants or checks drawn).

3. **South Bay Fiber Network (SBFN) - Letter of Commitment**  
Recommendation: that the City Council approve and authorize the City Manager to sign the letter of commitment for minimum service level of a transport line to and from City Hall and Public Works, for a total cost of \$900 a month.
4. **Tentative Agreement between the City and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895**  
Recommendation: that the City Council adopt Resolution No. CC-1909-004, approving the Tentative Agreement between the City of Lawndale and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895.
5. **Agreement with the Los Angeles Society for the Prevention of Cruelty to Animals (spcaLA) for Animal Sheltering Services**  
Recommendation: that the City Council approve the agreement with the spcaLA for animal sheltering services at a base cost of \$76,000, for a one year term starting September 1, 2019 and ending August 31, 2020, plus \$50.00 per day for each animal held, at the City's request, in excess of the city's mandatory holding period.
6. **South Bay Workforce Investment Board Appointment – Business/Private Sector Representative**  
Recommendation: that the City Council appoint Ms. Jarmene DeArmas to the South Bay Workforce Investment Board (SBWIB) to fill the current vacancy thereby allowing the SBWIB to then ratify the City Council's appointment.
7. **Park Development Fee Disclosure Report for Fiscal Year Ended June 30, 2019**  
Recommendation: that the City Council (a) receive and file the report and (b) direct staff to report back to City Council no later than the first meeting in January 2020 (as required by GC 66006(b)1), to identify a park improvement project(s), funding requirements, and project timing.
8. **Accounts Payable Register**  
Recommendation: that the City Council adopt Resolution No. CC-1909-043, authorizing the payment of certain claims and demands in the amount of \$81,021.47.
9. **Minutes of the Lawndale City Council Regular Meeting – August 19, 2019**  
Recommendation: that that the City Council approve.

**LAWNDALE PUBLIC FINANCING AUTHORITY**

10. **Annual Report of Redevelopment Bond Payments for Fiscal Year 2018-2019**  
Recommendation: that the Directors receive and file the report.
11. **Minutes of the Public Financing Authority Annual Meeting – September 17, 2018**  
Recommendation: that the Directors approve.

**G. ADMINISTRATION**

**12. Presentation and Discussion of the Proposed Desalination Plant Being Evaluated by the West Basin Municipal Water District**

Recommendation: that the City Council (a) receive the presentation from representatives of both the LA Waterkeeper and West Basin Municipal Water District and (b) provide further direction to staff regarding the City's position, be it neutral, in opposition, or in support, for the proposed Desalination Plant.

**13. Discussion of the City's Residential Property Report Program – Chapter 8.80 of Lawndale Municipal Code**

Recommendation: that the City Council discuss the Residential Property Report Program and provide direction to staff accordingly.

**H. ITEMS FROM COUNCILMEMBERS**

**14. Mayor/Councilmember Report of Attendance at Meetings and/or Events**

**I. CLOSED SESSION**

**15. Conference with Legal Counsel – Anticipated Litigation**

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one (1) case.

**J. ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, September 16, 2019 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 will 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 accommodations 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 September 3, 2019 was posted not less than 72 hours prior to the meeting.

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Matthew Ceballos, Assistant City Clerk



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

DATE: September 3, 2019  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk *mc*  
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

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







## CITY OF LAWDALE

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

DATE: September 3, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/ City Treasurer 

SUBJECT: Ordinance No 1163-19 Amending the Lawndale Municipal Code Chapter 3.12  
Claims and Demands – Second Reading

### BACKGROUND

The first reading of Ordinance No 1163-19 Amending the Lawndale Municipal Code Chapter 3.12 Claims and Demands was presented to Council on August 19, 2019, Agenda Item 8.

The Lawndale Municipal Code Chapter 3.12 Claims and Demands details the requirements primarily for tort claims. As currently written, the process is also being utilized for routine accounts payable claims. Checks are being drawn on the City Treasury and the majority are being held for sometimes up to one month for Council approval before being mailed to vendors for payment of services. When timeliness of payment is critical, such as utility bills, checks are processed multiple times a week and mailed to vendors to ensure continuance of service. These checks are then included on the check register presented at the first Council meeting following payment for Council ratification. Current practices are inefficient with the number of check processing batches generated weekly which sometimes results in untimely payment to the vendors awaiting Council approval before receiving payment.

Government Code Section 37208 allows warrants or checks drawn in payment of demands certified or approved by the city clerk (duties transferred to the director of finance per GC 37209) as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. It further allows ratification and approval of demands paid in the form of an audited comprehensive annual financial report.

### STAFF REVIEW

To streamline claims and demands paid in the routine course of City business, Ordinance No. 1163-19 is being presented for Council consideration to allow checks conforming to an approved budget to be paid prior to audit by city council. The Ordinance establishes department, finance director and council authority in the payment process.

If approved, the process for payment of routine claims and demands within each department's budget authority will be changed thirty days after final passage and adoption of this Ordinance. It is the desire of the director of finance to process claims and issue checks on a one week cycle. A check register detailing weekly paid claims will be attached with a summary of all claims paid since the previous

council meeting and presented to council for ratification by Resolution. The summary will also include any wire transfers or electronic Automated Clearing House (ACH) payments, which were not previously presented to council for approval. The ratification process will continue to exclude payments related to employee salaries and benefits.

#### LEGAL REVIEW

Ordinance 1163-19 has been reviewed and approved as to form by the City Attorney.

#### FISCAL IMPACT

Not applicable.

#### RECOMMENDATION

1. It is recommend that City Council approve and adopt Ordinance 1163-19 amending the LMC Chapter 3.12 Claims and Demands.

ORDINANCE NO. 1163-19

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF LAWNDAL, CALIFORNIA  
AMENDING THE LAWNDAL MUNICIPAL CODE CHAPTER 3.12  
UPDATING PROCESS OF CLAIMS AND DEMANDS

SUMMARY: The proposed ordinance is intended to create a streamlined process by which routine (non-tort claim) warrants and demands can be processed and paid by the city in a timely fashion. The proposed process would include internal department head review of routine goods and services, finance director review, and finally enrollment on an audited check register presented to the council.

WHEREAS, California Government Code Section 37203 allows city council, by ordinance or resolution, to prescribe a method of drawing warrants and checks; and

WHEREAS, California Government Code Section 37208 allows checks conforming to a budget approved by ordinance or resolution to be paid prior to audit by city council;

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

SECTION 1. Section 3.12.010 is hereby amended to read, in its entirety, as follows (deletions in ~~strike through~~, additions in ***bold and italics***):

**“3.12.010 Claims—Compliance with state requirements.**

Pursuant to the authority contained in Section 935 of the Government Code of the state, those claims against the city for money, damages, or refunds of money erroneously or illegally collected or paid which are exempted by Government Code Section 905 and which are not governed by other statutes or regulations expressly related thereto, shall be governed by this chapter. ***Where specifically indicated, some provisions of this chapter also pertain to routine claims and demands such as those placed on the city’s warrant register and/or governed by Government Code Sections 37200 et seq.***

SECTION 2. Sections 3.12.060 through 3.12.090 of the Lawndale Municipal Code are amended to read, in their entirety, as follows (deletions in ~~strike through~~, additions in ***bold and italics***):

**“3.12.060 Initiation of claims-Procedure *within normal course of business*.**

***A. For those claims and demands pertaining to actions identified in Section 3.12.030, above, presentation of such claim shall comply with all procedures and requirements set forth in Division 3.6, Title 1, of the Government Code.***

***B. Claims and demands against the city, which are in the ordinary course of business and just obligations of the city, such as routine salaries and wages, principal and interest on loans and bonds, payment for purchases and expenditures for which council-approved budget appropriations exist, and in which there is no dispute as to the obligation and amount being paid, are within the***

*authority of Section 37208 of the California Government Code to be paid upon the authorization of the director of finance prior to being presented to City Council for ratification. All claims and demands against the city shall be submitted to the city clerk, who, after a review thereof, shall forward them to the council for that body's action.*

**3.12.070 Departmental approval of routine claims. ~~Itemization required.~~**

*Except for tort claims subject to the procedures set forth in Division 3.6, Title 1, of the Government Code, every claim and demand received against the city shall be first presented to, and approved in writing by, the department receiving the goods or services eliciting such claim or demand. The department shall certify to the actual delivery of supplies, materials, capital assets or performance of services for which payment is claimed; that the quality, quantity and prices correspond with the original specifications and contracts, if any, upon which the claim is based; that the demand in all other respects is a proper, valid claim against the city to be charged against identified budgetary accounts. ~~The council shall not hear, consider, allow or approve any claim, bill or demand against the city unless it is itemized, giving names, dates and particular services rendered, character of process served and upon whom, distance traveled, character of work done and number of days engaged, materials and supplies furnished, when and to whom, in what quantity furnished and the price therefor, and any other pertinent details, as the case may be.~~*

**3.12.080 Approval by director of finance. ~~Allowance or rejection by council.~~**

*Each routine demand approved by the department receiving goods or services as described in Section 3.12.070 above shall be presented to the director of finance, who shall determine:*

- A. Evidence exists to support validity of the claim against the city. For example, purchase requisitions, purchase orders, contracts, packing slips, invoices, and other related documentation are consistent and support a valid city liability. ~~If the council finds that any claim or demand is not a proper charge against the city, the claim or demand shall be rejected by resolution or minute action, and the fact of rejection shall be plainly endorsed upon the claim by the city clerk or the clerk's authorized representative.~~*
- B. Appropriated funds are available to pay the claim. ~~If any claim or demand is determined to be a proper charge against the city, the claim or demand shall be allowed only by resolution setting forth as to each claim the name of the claimant, a brief statement of the claim and the amount allowed.~~*
- C. Prices and computations on the claim are accurate. ~~Any claim may be allowed in part and rejected in part by the council.~~*
- D. Based on the nature of the claim, identified budgetary accounts properly classify the charge.*
- E. Claim includes appropriate department approval.*

**3.12.090 City council ~~Disapproval~~for want of funds.**

*Following an audit of routine demands as described in Section 3.12.080, the director of finance shall submit a register(s) of audited demands to the city manager for review and*

*presentation to the city council for ratification. Such register shall include name of claimant, description of claim, check number and date, if paid by check, and amount of claim. In addition, to claims paid by check, wire transfer and electronic Automated Clearing House (ACH) payments shall also be presented in the audited register of demands.*

*The register of demands shall be presented to city council at the next regular meeting. By resolution, council shall ratify or reject any claim or demand, in whole or in part. Following approval of the register of demands by the city council, the mayor shall endorse the resolution approving the register of audited demands and the city clerk will attest to the action."*

~~When an order or demand authorized by this chapter is not approved for want of funds and its amount does not exceed the income and revenue for the year in which the indebtedness was incurred, the director of finance shall endorse on it: "Not approved for want of funds" with the date of presentation and his or her signature.~~

SECTION 3. Sections 3.12.100 through 3.12.130 of the Lawndale Municipal Code are hereby repealed in their entirety.

SECTION 4. 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 remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every 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.

SECTION 5. 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 published in a newspaper of general circulation and shall post the same at the City Hall.

PASSED, APPROVED, AND ADOPTED this 5th day of August, 2019.

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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. 1163-19 at its regular meeting held on the 19th day of August, 2019, and duly approved and adopted said ordinance at its regular meeting held on the 3rd day of September, 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 Kearney					
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, FAX (310) 644-4556  
[www.lawndalecity.org](http://www.lawndalecity.org)

DATE: September 3, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Matthew Ceballos, Assistant City Clerk 

SUBJECT: South Bay Fiber Network (SBFN) – Letter of Commitment

### BACKGROUND

On July 10, 2019 the South Bay Cities Council of Governments (“SBCCOG”) announced it had awarded a contract to American Dark Fiber (“ADF”), a Southern California broadband company, to build and provide gigabit, scalable broadband connectivity (known as the South Bay Fiber Network) to the Joint Powers Authority for the 16 cities and County of Los Angeles that comprise the SBCCOG.

The South Bay Fiber Network (“SBFN”) will provide access points into all member cities, high-speed connectivity for carrier-grade internet service and point to point transport connections with a service level commitment of 99.99% system availability. All capital costs for the initial South Bay sites will be paid for by the SBCCOG with Measure M Subregional Funds. The participating agencies will pay NO capital costs.

### SBCCOG “SBFN” Service Pricing Schedule

Service Speed	Internet Pricing	Transport Pricing
1 Gb (1000 Mbps)	\$1,000/mo.	\$ 900/mo.
2 Gb (2000 Mbps)	\$2,000/mo.	\$1,800/mo.
10 GB (10000 Mbps)	\$2,750/mo.	\$2,475.00
Other (i.e., 40Gb, 100 Gb, etc.)	ICB	ICB

ICB = Individual Case Basis priced to be negotiated with the SBCCOG subject to core network upgrade to 100 Gb

### STAFF REVIEW

After a comprehensive review of our current internet service, the needs of the City, and potential internet/connectivity options, staff is recommending a commitment to a minimum service level of a transport line to and from City Hall and Public Works, for a total cost of \$900 per month. The price point for this service is highly competitive and is a more feasible alternative to other 3<sup>rd</sup> party vendors or an infrastructure build out.

At this time the internet service offered, although at a high level of service at a competitive price point, does not fit the current needs of the City. Other options are being explored to increase the speed of internet while also significantly decreasing the monthly price.

### LEGAL REVIEW

City Attorney Tiffany Israel has reviewed the letter of commitment.

### FUNDING

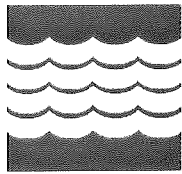
None.

### RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to sign the letter of commitment for minimum service level of a transport line to and from City Hall and Public Works, for a total cost of \$900 a month.

Attachments: South Bay Fiber Network (SBFN) - Letter of Commitment





**SOUTH BAY CITIES**  
COUNCIL OF GOVERNMENTS

20285 S. Western Ave., #100  
Torrance, CA 90501  
(310) 371-7222

**South Bay Fiber Network (SBFN)  
Letter of Commitment**

To: South Bay Cities Council of Governments:

On behalf of the City/Agency of Lawndale ("City"), we confirm our organization's commitment to connect to the South Bay Fiber Network (SBFN). **We commit to participate in the SBFN at a minimum service level of at least 1 GB at \$900/month (total) for a transport line between two city designated buildings/sites.** We understand that, for sites in the South Bay region, up-front capital costs will be paid by South Bay Cities Council of Governments (SBCCOG) using approved sub-regional Measure M funds. Sites outside the South Bay will be addressed on a case by case basis. We commit to paying the monthly recurring costs for our elected term of either a three- or five-year period **if the service level provided meets or exceeds the City's needs.**

We commit to:

- Execute an addendum to the final SBCCOG contract with American Dark Fiber, LLC (ADF), the selected vendor, to provide services;
- Work with SBCCOG and ADF personnel to:
  - Meet to address and resolve our questions;
  - Enumerate buildings and sites within the South Bay Cities region to be connected, by **August 16, 2019;**
  - Define a timeline for permitting, construction, and installation to enable SBFN network connections;
  - Assist with expediting necessary permits;
  - Jointly agree with SBCCOG the date that ADF will provide initial service to your designated, expected in April-June 2020.

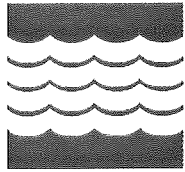
**At this time, we commit to a transport line to and from two sites, for a total cost of \$900 a month, to be connected. (Addresses on the next page)**

\_\_\_\_\_  
City Manager (signature)

\_\_\_\_\_  
Date

Steve Mandoki  
City Manager

City of Lawndale  
City/Agency



**SOUTH BAY CITIES**  
COUNCIL OF GOVERNMENTS

20285 S. Western Ave., #100

Torrance, CA 90501

(310) 371-7222

City / Agency: City of Lawndale

Number	Address	Term (3-yr / 5-yr)	Requested Bandwidth	Lit Services? Or Transport Only?
1.	14714 Burin Avenue; Lawndale, CA; 90260; City Hall  Transport To/From  4722 Manhattan Beach Boulevard; Lawndale, CA; 90260; Public Works	TBD	1 Gbps	Transport Line Only – @ \$900 a month (total)
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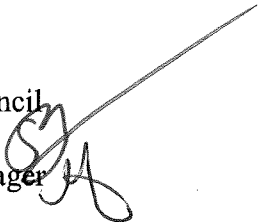


## CITY OF LAWDALE

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

DATE: September 3, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director

SUBJECT: APPROVAL THE TENTATIVE AGREEMENT BETWEEN THE CITY AND THE AMERICAN FEDERATION OF THE STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 1895 AGREEMENT

### BACKGROUND

The Memorandum of Understanding (MOU) between the City and AFSCME Council 36, Local 1895, covered a two (2) year period of July 1, 2017 to June 30, 2019. Representatives of the City and AFSCME have met and conferred in good faith on a successor agreement on the terms and conditions of employment. The Tentative Agreement was ratified by AFSCME on August 22, 2019. If City Council adopts the Tentative Agreement, the parties shall jointly prepare a written successor MOU to replace the existing MOU and the Tentative Agreement. The current MOU will continue as modified by the terms of the Tentative Agreement, until superseded and replaced by the jointly prepared successor MOU and submitted to City Council for approval and adoption.

### STAFF REVIEW

The Tentative Agreement has been prepared to incorporate amendments to the existing MOU language and agreed upon terms and conditions of employment. With direction from the Mayor and City Council, the parties met in good faith, on several occasions, reaching agreement on the following terms:

- Term – One (1) year covering the period July 1, 2019 to June 30, 2020
- Salary Increase: 5% salary increase effective July 1, 2019. Signing bonus for full-time employees (\$1,000) and part-time employees (who work 20 hours or more \$300) upon MOU ratification by Union and approval by City Council.
- Classification Study: City may initiate the process to conduct a classification and compensation study for purposes of a successor contract.
- Direct Deposit: modify language to allow/ encourage employees to use direct deposit of payroll pay checks.
- Standby Pay: modify language to eliminate standby pay from the MOU.

- After Hour Calls: modify language to allow for non-exempt employees who may receive after hour work calls to submit time records for working/ receiving calls after hours.
- Travel and Meeting: modify language regarding per-diem consistent with City's Travel Policy.
- Uniform: modify language regarding appropriate dress/ grooming to perform duties of position.
- Vacation Benefit: modify language to allow for vacation leave to be used in increments of one (1) hour instead of two (2) hours.
- Sick Leave Cash Out: modify language to eliminate cash out of sick leave for new employees hired after City Council adoption of successor MOU.
- Minimum Wage: increase the hourly rate for the part-time Recreation Leader position, in compliance with the state minimum wage requirements, over the three (3) year period.

#### LEGAL REVIEW

The City Attorney's Office has reviewed the resolution and approves it as to form.

#### FISCAL IMPACT

The salary increase for full-time and part-time employees have been included in the approved Budget for Fiscal Year 2019-2020. As such, there are no additional costs associated with this agreement.

#### RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-1909-044, approving the Tentative Agreement Between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36,

Attachments: Resolution No. CC-1909-044 – City of Lawndale and AFSCME Tentative Agreement

**RESOLUTION NO. CC-1909-044**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNDAL, CALIFORNIA  
ADOPTING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF LAWNDAL  
AND AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 1895**

WHEREAS, the City of Lawndale is a general law city and a public agency as defined in Government Code Section 3501(c) ("City"); and

WHEREAS, the American Federation of State, County and Municipal Employees, Council 36, Local 1895 ("AFSCME"), is the joint, majority representative employee organization for both of the City's previously recognized employee bargaining units, the Lawndale Professional and Mid-Management Employees Unit and the Lawndale Classified Employees Unit and is a recognized employee organization within the meaning of Government Code Section 3501(b); and

WHEREAS, the previous two-year Memorandum of Understanding ("MOU") between the City and AFSCME had an effective date of July 1, 2017, and expired on June 30, 2019; and

WHEREAS, representatives of the City and representatives of AFSCME have been meeting and conferring in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505 for a new MOU; and

WHEREAS, on August 22, 2019, members of AFSCME ratified the Tentative Agreement for a new MOU the period of July 1, 2019, through June 30, 2020 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."; and

WHEREAS, pursuant to Government Code section 3505.1, the attached Tentative Agreement is jointly presented by the parties for approval and adoption by the City Council. If the City Council adopts the Tentative Agreement, the parties shall jointly prepare a written successor MOU to replace the existing MOU and the Tentative Agreement. The existing MOU shall continue as modified by the terms of the Tentative Agreement and until superseded and replaced by the successor MOU to be jointly prepared by the parties and submitted to City Council for approval and adoption.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALÉ, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council hereby approves the Tentative Agreement between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO for the period of July 1, 2019 – June 30, 2020, a fully executed copy of which is attached hereto and by this reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2019.

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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 of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1909-044 at a regular meeting of said Council held on the 3rd day of September, 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 Kearney					
Daniel Reid					
Bernadette Suarez					

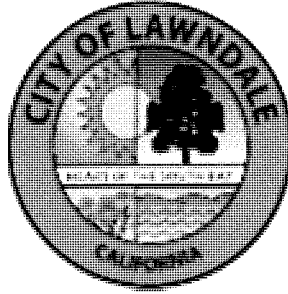
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Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

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Tiffany J. Israel, City Attorney



**TENTATIVE AGREEMENT  
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING  
Per California Government Code Section 3505.1  
Between the City of Lawndale and the American Federation Of State, County, And  
Municipal Employees Union, Council 36, Local 1895**

The previous Memorandum of Understanding ("MOU") between the City of Lawndale ("City") and the American Federation Of State, County, And Municipal Employees Union, Council 36, Local 1895, ("Union" or "AFSCME") representing the Lawndale Classified Employees Unit and Lawndale Professional/Mid-Manager Employees Units expired on June 30, 2019 ("AFSCME MOU 2017-19"). (Attachment 1.) The City and Union representatives began negotiating in May 2019 regarding a successor AFSCME MOU. The parties recently reached a tentative agreement on the terms for a successor AFSCME MOU, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties' labor representatives. This Tentative Agreement was ratified by the Union on August 22, 2019. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Lawndale City Council per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

All terms and conditions of the prior AFSCME MOU 2017-19 shall be maintained unless expressly modified or changed herein until the successor AFSCME MOU is accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

1. Term: One (1) year covering the period July 1, 2019 to June 30, 2020 to be effective upon City Council approval of a successor MOU.
2. Salary: FY 2019-2020: 5% COLA /salary increase effective July 1, 2019 for all represented classifications.

Effective the first full pay period after City Council approval of a tentative agreement or successor MOU, whichever is later, City to provide a one-time, lump sum, non-PERSable signing bonus of \$1,000 to full-time employees hired before July 1, 2019 and still employed by the City at the time of such approval. City to also provide a one-time, lump sum, non-PERSable signing bonus of \$300 to part-time employees hired before July 1, 2019 and still employed by the City at the time of such approval and who worked on average 20 hours or more per week in the prior fiscal year. These signing bonuses will be subject to appropriate tax deductions as determined by the City, and shall be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.

City may undertake an outside classification and compensation study at City expense during the term of the contract for purposes of a successor contract.

3. Direct Deposit: Modify Article 7 – Wage and Salary Policy, to add Section 07.22 – Direct Deposit, as follows:

Section 07.22 DIRECT DEPOSIT. Employees shall receive their bi-weekly compensation through the City's direct deposit program. Employees are encouraged to utilize the City's ability to "direct deposit" paychecks to the bank or credit union of the employee choice.

4. Standby Pay: Article 8- Other Wage and Hourly Benefits, Section 08.04 - Stand-By Pay to be deleted.

5. After Hour Calls: Modify Article 8 - Other Wage and Hourly Benefits, to add Section 08.06 – After Hour Calls, to document City's current practice, as follows:

Section 08.06 AFTER HOUR CALLS. Employees who may receive and respond to calls after work hours, shall log the time spent on each call and submit the signed log with their timesheets to their immediate supervisor for review and processing.

6. Travel and Meeting: Modify Article 10 – Travel and Meeting Allowance, Section 10.03 – Meals to be consistent with City Policy as follows:

Section 10.03 MEALS. The City shall provide payment for the cost of meals at conferences, workshops and meetings approved in the annual budget. For all represented unit members the per diem for meals shall not exceed ~~Forty Dollars (\$40.00)~~ the per diem amounts pursuant to the City's Travel Policy No. 42-97. Employees may receive an advance for per diem costs. Receipts shall be provided by the employee indicating the actual cost of meals and either a refund to the City or an additional payment to the employee shall be made based on final receipts.



7. Uniform: Article 11- Uniforms shall be modified to add language regarding appropriate dress, as follows:

Section 11.01 UNIFORMS PROVIDED. All represented unit members required to wear a uniform or specific work outfit as a condition of their employment shall have such uniforms or work clothes provided and maintained by the City.

Employees must remember that they represent the image of the City to the public. Employees are expected to groom and dress in appropriate work attire, in a reasonably clean and neat manner, which will enable them to perform their job duties and represent the City. The parties agree to meet and confer and update the City's grooming policy within 30 days of execution of an MOU.

8. Vacation: Modify Article 12 - Vacation Benefit, Section 12.0 Use of Vacation to remove reference to two (2) hour increment as follows:

Section 12.04 USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval of the employee's department head who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of ~~two (2)~~ one (1) hour increments.

A probationary employee shall be eligible to utilize vacation leave during the first (12) months of initial full-time employment with the City, so long as the leave has been accrued, and with the prior approval of the employee's department head. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the employee's department head with the approval of the City Manager.

With the approval of the employee's department head and the City Manager and based upon their belief that, an unforeseeable financial emergency exists, an employee may exchange accrued vacation leave time for cash payment at the employee's regular hourly rate of pay at the time of the approval, provided that the employee shall continue to maintain at least forty (40) hours of accrued vacation leave time following the exchange. An unforeseeable financial emergency is defined as: an unanticipated financial emergency caused by an event beyond the employee's control (for example an unexpected health expenses, unanticipated funeral expenses or expenses incurred due to an accident or illness not covered by insurance), which would result in serious financial hardship if the cash payment were not

made. The amount of the cash payment will not exceed the amount necessary to meet the emergency. Such cash payment shall be made as part of the next regular payroll.

9. Sick Leave: Section 15.04 - Conversion of Accrued Sick Leave shall be eliminated for future employees hired after adoption of a formal tentative agreement or MOU by City Council.

Section 15.04 CONVERSION OF ACCRUED SICK LEAVE. After two (2) years of fulltime employment with the City, an employee may convert sick leave to compensation in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), as provided for herein. A maximum of sixty (60) hours of accrued sick leave may be converted to compensation at such employee's then current rate of pay provided, however, that the employee qualifies for this benefit as follows:

<u>Allowable conversion</u>	<u>Criteria for benefit conversion</u>
100% (60 hours)	Less than or equal to 30 hours of Sick Leave used during a Fiscal Year
50% (30 hours)	Less than or equal to 60 hours of Sick Leave used during a Fiscal Year
25% (15 hours)	Less than or equal to 90 hours of Sick Leave used during a Fiscal Year
0% (not eligible)	Greater than 90 hours of Sick Leave used during a Fiscal Year

1. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.
2. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.
3. Employees who submit an election to not participate in the sick leave conversion or who fail to submit an election by December 15th of the calendar year prior to the conversion are deemed to have permanently elected to not participate and will not have such sick leave converted to cash or reported as income for that calendar year.

4. All sick leave conversion requests, except upon separation of employment, will apply only to sick leave hours that will be earned in the calendar year following the year of the request.
5. Employees must maintain a current balance of ninety-six (96) hours of sick leave prior to submitting a conversion request.
6. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in October.
7. A represented unit member having accrued more than 576 hours of sick leave may convert one third (1/3) of the sick leave hours in excess of 576 hours to vacation leave, rounded to the nearest whole hour. It shall be the responsibility of the employee to notify the Personnel Officer of the desire to convert such hours by December 15th of the calendar year prior to the conversion.
8. Employees hired prior to the City Council's adoption of either an executed successor MOU tentative agreement or the successor MOU, whichever is earlier, shall continue to participate in this benefit as long as there is available funding. Employees hired after City Council's adoption of either an executed successor MOU tentative agreement or the successor MOU, whichever is earlier, shall not be eligible for this sick leave conversion benefit.

10. Recreation Leader Compensation:

The City proposes to increase the hourly rate for the part-time Recreation Leader positions, in compliance with the state minimum wage requirements, over the three year period.

Minimum Wage Compliance	
Fiscal Year – 2019-2020	\$13.00 per hour
Fiscal Year – 2020-2021	\$14.00 per hour
Fiscal Year – 2021-2022	\$15.00 per hour

The parties agree to meet and confer over the part-time employee salary tables/ranges to discuss compaction issues as a result of changes in state minimum wage laws within 30 days of City Council approval of an MOU.

11. 9/80 Alternative Work Schedule: 9/80 Alternative Work Program (Attachment D) shall be modified to apply to the Community Services Department.

ATTACHMENT "D"

9/80 ALTERNATIVE WORK SCHEDULE

All employees are expected to work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

The City has adopted several work schedules, including a 9/80 (9 days/80 hours) schedule. The specific components of the 9/80 alternative work schedules are set forth as follows:

1. The work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four (4) nine (9) hour days per week and one (1) eight (8) hour work day every other week.
2. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period added to the work day.
3. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours.

For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on alternating Fridays (with one thirty (30) minute break for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

A sample depiction of a 9/80 work schedule is as follows:

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
Wk 1	OFF	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	*4 hrs.	40 hrs.
Wk 2	*4 hrs.	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	OFF	40 hrs.

\*Note: hours worked in the morning at the end of the first week and those worked in the afternoon at the beginning of the next work week are the same day, Friday.

4. Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular alternative day off is Friday, the employee cannot switch the alternate date off to Thursday or any other day).

5. Vacation, sick leave and holidays are earned in 9 hour increments.
6. Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.
7. If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday.
8. Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.
9. If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
10. Standard hours for Public Works Maintenance Workers shall be 6:00 a.m. to 3:30 p.m. Monday – Thursday, and 6:30 AM – 3:00 PM on alternating Fridays (with ½ hour unpaid lunch). Public Works Maintenance Workers shall observe a forty-five (45) minute unpaid lunch, and are entitled to one (1) fifteen (15) minute paid rest period per work shift. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with lunch breaks or other rest periods. A part-time Maintenance Worker shall conduct graffiti removal on weekends.
11. Community Services Department: administration, recreation, senior programs, nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks programs will continue to be open 7 days per week, staffed by both full-time and part-time employees, working various work schedules. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.

The parties agree to meet and confer over PW going to 4/10 and CSD going to 9/80 work schedules within 30 days of City Council approval of an MOU.

**AFSCME, COUNCIL 36, LOCAL 1895**

**CITY OF LAWNSDALE**

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Bob Adams, Business Representative/Lead  
Negotiator

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Steve Mandoki, City Manager

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Jamie Rodriguez, President

---

Raylette Felton, Director of Human Resources

---

Jack Martin, Vice President

---

Colin J. Tanner, Chief Negotiator

---

Tom Strickfaden, Bargaining Committee

---

Wayne Schaller, Bargaining Committee

Tentative Agreement Attachments:

1. AFSCME MOU 2017-19

# **ATTACHMENT 1**

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF LAWNSDALE AND**  
**LOCAL 1895, COUNCIL 36, AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**  
**JULY 1, 2017 – JUNE 30, 2019**



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**ARTICLE 01**  
**RECOGNITION OF THE ORGANIZATION**

**Section 01.01 UNIT & UNION RECOGNITION.** For the purposes of meeting its obligations under this Memorandum of Understanding (hereinafter referred to as the "Agreement"), the Meyers-Milias-Brown Act, Government Code Sections 3500, *et seq.*, City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Lawndale (hereinafter referred to as the "City") hereby affirms its recognition of Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to, along with any successor organizations, as the "Majority Representative Employee Organization"), as the exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "A" hereto (hereinafter referred to as the "LPMME Unit," and as the recognized exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "B" hereto (hereinafter referred to as the "LCE Unit").

**Section 01.02 FILING OF PETITIONS.** This Agreement shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for the above identified employee representation units during the term of this Agreement; except that a Petition for Certification or a Petition for Decertification may be filed with the City Clerk of the City during a period beginning not earlier than one hundred and fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said Agreement.

**Section 01.03 PART-TIME EMPLOYEE STATUS.** This Agreement affirms that all part-time employees of the City remain at-will and are thus not afforded any rights, benefits, notice and/or appeal procedures afforded full-time employees except as expressly provided herein. Part-time employees may be discharged by the appointing authority at any time with or without notice or cause. In addition, part-time employees are not guaranteed any specific number of hours per day or week and work those hours determined by the City as necessary to its functions in its sole discretion. In turn, all part-time employees subject to this Agreement may terminate their employment relationship with the City at any time, with or without notice or cause. All part-time employees serve at the pleasure of the City Manager and no provision of this Agreement shall be deemed to confer upon any part-time employees any property rights in employment by the City.

**ARTICLE 02**  
**NON-DISCRIMINATION PLEDGE**

**Section 02.01 EMPLOYEE RIGHTS.** The parties mutually recognize and agree to protect the rights of all represented unit members to join and/or participate in protected employee organization activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500, *et seq.*

**Section 02.02 ANTI-DISCRIMINATION STATEMENT.** The City and the Majority Representative Employee Organization agree that they shall not discriminate against any represented unit member because of race, color, sex, sexual orientation, age, national origin,



ancestry, political or religious opinions or affiliations, marital status, handicap, employee organization membership, or medical condition as defined by State and Federal law.

The City and the Majority Representative Employee Organization shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws. All other Articles of this Agreement shall remain the same.

**Section 02.03 EMPLOYEE SAFETY.** The City shall equitably apply all laws regarding work-related injuries. The City and the Majority Representative Employee Organization shall utilize a City safety committee to address employee safety concerns.

### **ARTICLE 03** **CITY MANAGEMENT RIGHTS RESERVED**

**Section 03.01 RESERVED MANAGEMENT RIGHTS.** The City reserves, retains, and is vested with, solely and exclusively, all rights of management, which have not been expressly abridged by specific provisions of this Agreement or by law, to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include but not be limited to the following rights:

- a. To manage the City generally and to determine issues of policy;
- b. To determine the existence or nonexistence of facts which are the basis of any management decision;
- c. To determine the necessity or organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- e. To establish methods of financing;
- f. To establish types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;
- h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;

- i. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards for City operations;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this Agreement and the City's Personnel Rules and Regulations;
- o. To determine policies, procedures and standards pertaining to City operations and activities;
- p. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- s. To take any and all necessary action to carry out the mission of the City in emergencies;
- t. To determine the mission of its constituent departments, boards, commissions and committees;
- u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

**Section 03.02 IMPACT OF CITY MANAGEMENT RIGHTS.** Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of management rights shall impact upon represented employees, the City agrees to meet and confer in good faith with representatives of the Majority Representative Employee Organization regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Agreement. By agreeing to meet and confer with the Majority Representative Employee Organization as to the impact of the exercise of any of the foregoing management rights, it shall not diminish the City's discretion in the exercise of those rights.

**ARTICLE 04**  
**EMPLOYEE ORGANIZATION RIGHTS**

**Section 04.01 DUES DEDUCTION.** The Majority Representative Employee Organization requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Majority Representative Employee Organization, from the wages and salaries of members of the Majority Representative Employee Organization. The Majority Representative Employee Organization hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Majority Representative Employee Organization membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Majority Representative Employee Organization.

The City shall provide for payroll deductions on each payroll period (twenty-four times per calendar year). The City shall remit the total amount of deductions to the Majority Representative Employee Organization within thirty (30) days of the date of the deduction. Any changes in the Majority Representative Employee Organization dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

**Section 04.02 MAINTENANCE OF MEMBERSHIP.** Any employees in the LCE or LPMME Units who have authorized the Majority Representative Employee Organization dues deductions on the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any requests to revoke or change membership deductions must be referred to the Majority Representative Employee Organization.

**Section 04.03 PEOPLE DEDUCTION.** The City agrees to deduct from the wages of any employee who is a member of the Majority Representative Employee Organization an AFSCME PEOPLE deduction as per a written authorization provided by the affected employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Majority Representative Employee Organization. The City agrees to remit any deductions made pursuant to this provision to the Majority Representative Employee Organization within a reasonable time frame together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 04.04 INDEMNIFICATION OF CITY.** Majority Representative Employee Organization shall defend, indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with Section 04.01 Dues Deduction, Section 4.02 Maintenance of Membership, and Section 4.03 PEOPLE Deduction. AFSCME specifically agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

**Section 04.05 REPRESENTATIVES' RIGHTS.** The Majority Representative Employee Organization may select a total of four (4) representatives for the LPMME Unit and five (5) for the LCE Unit, with no more than two (2) representatives from any one department of the City representing either unit at the same time. The Majority Representative Employee Organization shall give to the City a written list of employees who have been selected as representatives. The Majority Representative Employee Organization shall keep this list current.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their department head before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. Upon entering another represented unit member's work place on employee organization business, the representative shall obtain permission from the employee's department head. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Majority Representative Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative. Both permission and denial of a request to leave a work location by a representative shall be recorded with a signature by the immediate supervisor. Notations as to the reasons for a possible denial of the request and the time when time may be expected to be made available should be recorded.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communications between the City and the Majority Representative Employee Organization.

**Section 04.06 INCREASED COMMUNICATION BETWEEN PARTIES.** The City might reasonably expect that the Majority Representative Employee Organization would report the results of any meeting wherein employees have been permitted to participate on City time in their role as representatives. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

**Section 04.07 ALLOWED TIME FOR REPRESENTATIVES.** The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absences from the assigned work being approved by the employee's department head with permission being granted promptly unless such absence would cause an undue interruption of work.

**Section 04.08 ACCESS TO NEW HIRES AND EMPLOYEE INFORMATION.** The City will notify the Majority Representative Employee Organization President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Majority Representative Employee Organization President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Majority Representative Employee Organization shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Majority Representative Employee Organization President and the designated Business Representative from AFSCME District Council 36 a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

Notwithstanding the foregoing, pursuant to AB 119, the City will not provide the Majority Representative Employee Organization with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Majority Representative Employee Organization with any home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the City regarding non-disclosure of said information.

The parties will mutually agree on a form to use to track said employee information and whether any employee requests that such information not be disclosed. [See Attachment 2 hereto for agreed upon form.]

## **ARTICLE 05**

### **NO STRIKE - NO LOCKOUT PLEDGE**

**Section 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT.** The Majority Representative Employee Organization, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline pursuant to Article 03. Taking joint action or joining other employee organizations to engage in such activity is included in this prohibition.

**Section 05.02 CITY PROHIBITED CONDUCT.** The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

**Section 05.03 EMPLOYEE ORGANIZATION RESPONSIBILITY.** In the event that the Majority Representative Employee Organization, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 05.01 herein, the Majority Representative Employee Organization shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and require that all such persons immediately cease engaging in conduct prohibited in Section 05.01, and return to work.

If Majority Representative Employee Organization acts in good faith to meet its responsibilities as set forth above, then Majority Representative Employee Organization, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any employees who are covered by this Agreement.

**Section 05.04 CITY RIGHTS.** Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Majority Representative Employee Organization, its officers, agents, representatives or members. Further, if the Majority Representative Employee Organization fails to diligently perform all responsibilities contained in Section 05.03, the City may suspend any and all of the rights and privileges accorded the Majority Representative Employee Organization under City Resolution and this Agreement, including, but not limited to, the suspension of recognition of such employee organization and the use by the Majority Representative Employee Organization of City bulletin boards and facilities.

## **ARTICLE 06**

### **PROBATIONARY PERIOD**

**Section 06.01 INITIAL PROBATION PERIOD.** Every person receiving an appointment to the competitive service, which has not been designated as temporary, shall be required to serve a probationary period of twelve (12) months, commencing on the date of appointment. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the City Manager and the employee's department head, the probationary period may be extended for not more than an additional six (6) months.

### **Section 06.02 PROBATIONARY PERIOD FOLLOWING PROMOTION**

- a. **Regular Employee.** A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he or she has been promoted, commencing on the date of such promotion. This probationary period may be extended for up to an additional three (3) month period, upon recommendation of the employee's department head. (See also Section 12.04)
- b. **Probationary Employee.** A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional three (3) month period, upon action of the employee's department head.

- c. Acting Status Employee. An employee serving in an "acting" position within a higher classification who is promoted to that higher classification, may have all or a portion of the time spent in an "acting" position considered as a part of the probationary period for the higher classification, at the discretion of the City Manager.

**Section 06.03 PERMANENT STATUS.** An employee shall attain permanent status in the class upon successful completion of the probationary period.

## **ARTICLE 07**

### **WAGE AND SALARY POLICY**

**Section 07.01 BASIC COMPENSATION PLAN.** There is hereby established a basic compensation plan for all represented unit members who are now employed or will in the future be employed in any of the designated classifications of employment listed in Attachments "A" & "B" hereto.

**Section 07.02 SALARY AND WAGE SCHEDULES.** Salary tables effective July 1, 2017 through June 30, 2019 for employees covered by this Agreement are listed in Attachments A and B hereto.

**Section 07.03 ADMINISTRATION OF BASIC COMPENSATION PLAN.** Where indicated, the compensation ranges and steps contained in the attached salary schedules are monthly compensation rates. The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

**Section 07.04 BEGINNING RATES.** A new employee of the City shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired, except that on the request of the department head under whom the employee will serve, and with the authorization of the City Manager, such employee may be placed in Step "B", "C", "D" or "E", depending on the employee's qualifications.

**Section 07.05 SERVICE.** The word "service," as used in this Agreement shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Agreement. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the employee's department head and approved by the City Manager.

**Section 07.06 ADVANCEMENT WITHIN SCHEDULE.** The following regulations shall govern salary advancement within ranges:

- a. Service Advancement. After the salary of a represented unit member has been first established and fixed under this plan, such employee may be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of the evaluation period, provided service during such initial six (6) month period has been above standard.
- b. Merit Advancement. An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required, pursuant to procedures in the City's Personnel Rules and Regulations. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the first payroll period following the date the employee is entitled to the merit review as provided for in Section 07.07. Advancement from Step "B" to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:
  - 1. The employee's department head shall file with the Personnel Department a written statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.
  - 2. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Personnel Department to effect a change in payroll status.
- c. Outstanding Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of such employee's duties, the employee's department head may recommend in accordance with Section 07.06 (b) (1) above, that such employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such an advancement, and forward such approval to the Finance Department to effect a change in payroll status.
- d. Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, such employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Section 07.06 (b) above.
- e. "Y" Rating. When, due to a reorganization of duties or of City department structure, an employee is reclassified to a new position which is compensated at a lesser rate than the employee's current rate, such employee shall be "Y" rated. "Y" rating means that such employee will continue to receive compensation at the



former rate of pay until such time as compensation of the new position most nearly equals or exceeds the "Y" rate. At that time, such employee will begin to receive increases applied to the new range. Step "Y" will follow Step "E" of the new classification.

**Section 07.07 SCHEDULE FOR CONSIDERATION FOR ADVANCEMENTS.** All newly hired or promoted employees who begin at the minimum salary step of a given salary range shall receive a salary increase based on merit, as recommended by the employee's department head and approved by the City Manager, in accordance with the steps and corresponding time periods specified below:

<b><u>SALARY STEP</u></b>	<b><u>EMPLOYEE ELIGIBLE FOR:</u></b>
A	Newly hired employee.
B	After six (6) months of full-time employment and an above standard initial evaluation.
B	After one (1) year of full-time employment employee may be released from probation with an above standard evaluation.
C	After one and one-half (1 1/2) years of full-time employment.
D	After two and one-half (2 1/2) years of full-time employment.
E	After three and one-half (3 1/2) years of full-time employment.

Notwithstanding the time periods specified above, a newly hired or promoted employee entering a range on a step higher than Step "A" will be eligible for review and salary increase one (1) year from date of hire or promotion, and at future yearly intervals based upon the employee's anniversary date.

An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required by this Agreement and pursuant to procedures outlined in the City's Personnel Rules and Regulations. Advancements to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

- a. The employee's department head shall file with the Personnel Department a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.

- b. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Department to effect a change in payroll status.

In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee's duties, the employee's department head may recommend to the City Manager that said employee be advanced to a higher step without regard to this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such advancement.

All merit step salary increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized.

**Section 07.08 REDUCTION IN SALARY STEPS.** An employee who is being paid on a salary step higher than Step "A" may be reduced by one or more steps upon the recommendation of the employee's department head with the approval of the City Manager. Procedures for review and recommendation for such reduction shall be the same as outlined for merit advancements in Section 07.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (b) of Section 07.06.

**Section 07.09 COMPENSATION INCREASES FOR PROMOTIONS.** Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit advancement shall be considered until after six (6) months in the higher classification regardless of the requirement for a probationary period.

Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification range, unless otherwise determined by the City Manager. The schedule for eligibility for increases as stated in Section 07.07 of this Article shall apply for such employees.

**Section 07.10 COMPENSATION ON DEMOTION.** When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the procedures and schedule set forth in Sections 07.06 and 07.07 of this Article as if the employee was originally employed in the new classification range.

**Section 07.11 COMPENSATION ON TRANSFER.** When an employee is transferred within a department or between departments, or from one position to another position in the same class with similar duties and qualifications, the employee shall remain at his/her same Step and level of compensation. If necessary, the employee shall be "Y" rated as provided for in Section 07.06 (c).

**Section 07.12 COMPENSATION ON LAYOFF.** Personnel Rule 3.55 is clarified with regard to pay for part-time employees laid off given less than two weeks notice. In such circumstances, the City shall calculate pay for the difference between the date of layoff and two (2) weeks notice as follows. Part-time employees working on average 20 or less hours a week over the preceding three months shall be paid four (4) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working less than 30 but greater than 20 hours a week on average over the preceding three months shall be paid six (6) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working on average 30 or more hours over the preceding three months shall be paid eight (8) hours for each day's difference between the date of layoff and two weeks notice.

**Section 07.13 LONGEVITY PAY.** Any represented members having completed five (5) full years of service with the City shall receive an annual lump sum payment of one hundred and fifty dollars (\$150), which shall be paid on the first Payroll following the employee's anniversary date. Any represented members having completed ten (10) full years of service with the City shall receive an annual lump sum payment of four hundred dollars (\$400.00), which shall be paid on the first Payroll following the employee's anniversary date.

**Section 07.14 BILINGUAL PAY.** The City Council shall offer bilingual pay of an additional forty-five dollars (\$45) per pay period to those full-time employees whom prove proficient in either Spanish or American Sign Language, and are required to use such languages during the course of city business. Any part-time employee receiving bilingual pay prior to July 1, 2006 shall continue to be eligible to receive this bonus pay.

**Section 07.15 SHIFT DIFFERENTIAL.** Any City employee with his/her regular work schedule being assigned between the hours of 5:00 p.m. and 6:00 a.m. shall be eligible for shift differential pay to be paid in addition to the employee's regular salary. Said shift differential shall be equal to five percent (5%) of the employee's regular hourly rate for only those actual hours worked between 5:00 p.m. and 6:00 a.m. per work period. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 07.16 ACTING PAY.** An employee appointed by the City Manager to serve in an "acting" position for a classification other than such employee's regular classification for a period exceeding fifteen (15) consecutive working days as a result of authorized leave by another employee, or exceeding ten (10) consecutive working days resulting from a vacancy due to separation, shall receive a compensation that is the greater of either five percent (5%) of the employee's current compensation, or Step "A" of the acting classification.

**Section 07.17 FLEXTIME.** In order to meet special work schedule requirements, a flextime schedule may be worked for any given day or consecutive work days, with the prior mutual concurrence of the employee, the employee's department head and the City Manager. Such flextime shall allow for differing work days and/or arrival and departure times on given work days provided that the employee works not less than forty (40) hours within their defined workweek. Any hours worked beyond forty (40) in an employee's workweek shall be considered over-time, and be compensated accordingly. Any long-term schedule change to meet extraordinary conditions shall be placed in writing and signed by the employee, the department

head, and the City Manager. This Section may be modified and superseded by the requirements of specific work schedules, including the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 07.18 WORK SCHEDULES.** For all employees covered by this Agreement, it is expected that they work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The City has adopted several work schedules, including a standard 5/40 (5 days/40 hours) schedule, a 9/80 (9 days/80 hours) schedule, and a temporary 4/10 (4 days/40 hours) work schedule, which remains under review. These work schedules shall be subject to change upon the required meet and confer between the parties. The specific components of the 4/10 work schedule are set forth in Attachment "C" hereto.

The 9/80 work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four nine (9) hour days per week and one eight (8) hour work day every other week. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period to the work day. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of the week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours. For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on Friday (with thirty (30) minutes for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular alternative day off is Friday, the employee cannot switch the alternate day off to Thursday or any other day). Specific components of the 9/80 alternative work schedule are set forth in Attachment "D".

For work schedules other than the 9/80 schedule, the work week shall remain as defined in Personnel Rule 6.05, which is beginning at 12:01 a.m. Monday morning and ending at 12:00 a.m. Sunday evening.

**Section 07.19 MEAL BREAKS AND REST PERIODS.** The City will provide a one-hour (1) meal break, without pay, and two paid fifteen (15) minute rest periods per work shift except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with meal breaks or other rest periods.

**Section 07.20 MEAL BREAKS AND REST PERIODS- PART TIME EMPLOYEES.** The City will provide part-time employees meal breaks and rest periods in the following amounts, based on the number of hours worked in a single day:

- 3 hours or less – no rest break.

- 4 hours – one 10-minute rest break.
- 5 hours – one 15 rest minute break.
- 6 hours – two 10-minute rest breaks.
- 7 – 8 hours – two 10-minute rest breaks plus an unpaid meal break of 1/2 (one half) hour.

All breaks must be taken on-site, with the exception of the unpaid meal break.

**Section 07.21 ECONOMIC LAY OFF.** If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Majority Representative Employee Organization that the seniority rule shall mean that when any classification having two or more employees is subject to less than a complete lay off, then the employees shall be laid off in order of reverse seniority based upon first service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Reductions in work force for reasons other than solely economic reasons shall continue to observe the order of layoff set forth in Personnel Rule 3.55.10. Notwithstanding Personnel Rule 3.55.05, it is further agreed by the City and the Majority Representative Employee Organization that where the City Manager determines that a reduction in personnel is necessary for economic reasons, employees shall have "bumping" rights based upon service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Any employee serving in a higher classification in a classification family will be credited for time served in the higher classification when bumped to a lower classification for determination of bumping rights.

## **ARTICLE 08**

### **OTHER WAGE AND HOURLY BENEFITS**

**Section 08.01 OVERTIME WORKED.** All time worked by a represented unit member beyond his/her regular work day or beyond the forty (40) hours in the employee's workweek, shall be compensated, at the election of the represented unit member, with cash payment based on one and one-half (1-1/2) times the regular rate of pay or by the accumulation of compensatory time as provided in Section 08.02 below. Overtime shall not include hours not actually worked, including vacation, sick leave, jury duty, floating holiday, compensatory time off; overtime of ten (10) minutes or less; or voluntary early reporting. All overtime worked by non-exempt employees must be pre-approved and reported to the City. Non-exempt employees are not permitted to work uncompensated overtime, and supervisors are not permitted to allow non-exempt employees to work uncompensated overtime. Any unapproved overtime worked will be paid but the employee and/or supervisor may be subject to discipline for working overtime without the required approval.

**Section 08.02 COMPENSATORY TIME.** As an alternative to overtime compensation specified in Section 08.01 above, represented unit members shall be eligible to earn compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked beyond his/her regular work period as specified in Section 07.18 above. The amount of outstanding

compensatory time earned shall not exceed one hundred fifty (150) hours at any given time. When a represented unit member has reached the maximum of one hundred fifty (150) hours of compensatory time earned, all overtime worked subsequent thereto time shall be paid in cash at the overtime rate of pay until such time as the outstanding balance shall fall below one hundred fifty (150) hours.

Upon termination of employment, a represented unit member shall be paid for accrued compensatory time at his/her hourly rate of pay at the time of termination. Said payment shall be made within thirty (30) days of termination.

The dates of compensatory time leave may be selected by the employee, but shall be subject to prior approval of the employee's department head, who shall consider whether the request unduly disrupts the operations of that department. All compensatory time shall be taken in minimums of at least one-half (1/2) hour increments whenever possible.

**Section 08.03 CALL BACK COMPENSATION.** Represented unit members called back to work, outside their normal working hours, shall be paid a minimum of two (2) hour's compensation at the overtime rate. Call back is considered an employee's unexpected return to work due to an unanticipated work requirement resulting from either standby or an order to report/ return to work. A represented unit member shall be deemed to have been called back if the employee has been released by the Department Head as having completed the employee's assigned duties at the end of his/her work shift, and having left his/her work location. Call back shall not apply to situations where an employee is called in to start a work shift early or asked to stay after their normal shift ends.

**Section 08.04 STAND-BY PAY.** When a represented unit member is required to remain at his/her residence during off-duty hours for the purpose of being readily available to be called back to duty, the employee shall receive stand-by pay equivalent to one-quarter (1/4) of the employee's regular hourly rate of pay during those specific hours on stand-by. Stand-by shall only be authorized by the employee's Department Head or the City Manager.

**Section 08.05 FLSA EXEMPT STATUS.** The City continues to designate the following classifications as exempt from overtime for purposed of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt from overtime for FLSA purposes. The parties acknowledge and agree that the following classifications shall be exempt from overtime:

- a. City Engineer
- b. Community Development Manager
- c. Community Services Manager
- d. Municipal Services Manager

**ARTICLE 09**  
**CAREER DEVELOPMENT PROGRAM**

**Section 09.01 TUITION REIMBURSEMENT PLAN.** Permanent employees receiving prior written approval from the employee's department head and the City Manager shall be eligible to receive tuition reimbursement pursuant to this Agreement for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse a represented unit member's costs for required school fees such as tuition, registration fees, books, and parking fees, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- a. Courses, degrees and certifications must relate to the employee's present job or be directly related to the employee's potential development with the City.
- b. Course work taken at recognized and accredited institutions shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to approval for reimbursement at the sole and unfettered discretion of the City Manager.
- c. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.
- d. In the event an employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- e. Upon completion of each course, the employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

**Section 09.02 LIMITATIONS ON TUITION REIMBURSEMENT.** No employee shall be reimbursed for an individual course in an amount greater than Nine Hundred Dollars (\$900.00)

per semester. In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed One Thousand Eight Hundred Dollars (\$1,800.00).

## **ARTICLE 10**

### **TRAVEL AND MEETING ALLOWANCE**

**Section 10.01 AUTOMOBILE ALLOWANCE.** The City shall create a pool of City vehicles to be available for use by City employees in the course of city business. In the case of an employee needing to use a private vehicle during the course of city business, mileage incurred during such travel shall be reimbursed by the city. Expense claims for the use of private automobiles on City business must be submitted to the City Manager via the Finance Director. Such use, if approved, in writing, will be reimbursed at the rate established by the Internal Revenue Service for the calendar year immediately preceding the calendar year in which the rate is to be in effect.

**Section 10.02 REGISTRATION AND LODGING.** The City shall pay the registration fee for conferences, workshops and meetings approved in the annual budget. Said fee shall be paid directly by the City on the appropriate registration form.

The City shall pay the cost of lodging for approved conferences and workshops which are located at such a distance as to make commuting impractical, and which are approved in the annual budget. The City may provide advance payment for lodging, payable to the hotel, upon presentation of a confirmed registration and the room rate. The employee shall be required to submit a receipt for the lodging payment and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

**Section 10.03 MEALS.** The City shall provide payment for the cost of meals at conferences, workshops and meetings approved in the annual budget. For all represented unit members the per diem for meals shall not exceed Forty Dollars (\$40.00). Employees may receive an advance for per diem costs. Receipts shall be provided by the employee indicating the actual cost of meals and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

**Section 10.04 REIMBURSEMENTS.** All reimbursements for travel and meeting expenses shall be made on the City's regular Warrant Resolution and shall be made only one (1) time per month.

## **ARTICLE 11**

### **UNIFORMS**

**Section 11.01 UNIFORMS PROVIDED.** All represented unit members required to wear a uniform or specific work outfit as a condition of their employment shall have such uniforms or work clothes provided and maintained by the City.

**Section 11.02 SAFETY SHOES.** Employees required to wear approved safety shoes to carry out the duties of their position shall be eligible to receive a \$270 voucher once a year to be used



at a City approved vendor to purchase such shoes. In no case shall the total annual voucher amount for a single employee exceed \$270 in a calendar year.

## **ARTICLE 12**

### **VACATION BENEFIT**

**Section 12.01 ACCRUAL INCREMENTS.** All increments for accrual and use of vacation leave time shall be in hours or portions thereof. All full-time employees shall be eligible to accrue paid vacation leave upon hire. No part-time, provisional or temporary employees shall be eligible for any vacation accrual.

**Section 12.02 VACATION ACCRUAL.** Each permanent full-time probationary employee shall accrue vacation leave in accordance with the following formula:

- a. 6.7 hours for each month during the first (1st) year of employment (80.4 hours annually).
- b. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment following the probationary period (120.0 hours annually).
- c. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment following the probationary period (159.6 hours annually).
- d. 15.0 hours for each month beginning with the tenth (10th) year of employment following the probationary period (180.8 Hours annually).

Vacation leave shall be deemed to have been accrued by the employee only at the end of the month in which the employee was in service of the City. If employment begins prior to the sixteenth (16th) of the month, vacation leave shall be accrued for that month. If employment begins on or after the sixteenth (16th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month the higher rate shall begin with the first (1st) day of the following month.

**Section 12.03 MAXIMUM VACATION ACCRUAL.** An employee's available vacation hours shall not exceed the following maximum amounts:

- a. 292.0 hours for the first through fifth year of employment.
- b. 384.0 hours for the sixth through ninth year of employment.
- c. 432.0 hours beginning with the tenth year of employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

**Section 12.04 USE OF VACATION.** The dates of vacation leave may be selected by the employee, but shall be subject to prior approval of the employee's department head who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of two (2) hour increments.

A probationary employee shall be eligible to utilize vacation leave during the first (12) months of initial full-time employment with the City, so long as the leave has been accrued, and with the prior approval of the employee's department head. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the employee's department head with the approval of the City Manager.

With the approval of the employee's department head and the City Manager and based upon their belief that, an unforeseeable financial emergency exists, an employee may exchange accrued vacation leave time for cash payment at the employee's regular hourly rate of pay at the time of the approval, provided that the employee shall continue to maintain at least forty (40) hours of accrued vacation leave time following the exchange. An unforeseeable financial emergency is defined as: an unanticipated financial emergency caused by an event beyond the employee's control (for example an unexpected health expenses, unanticipated funeral expenses or expenses incurred due to an accident or illness not covered by insurance), which would result in serious financial hardship if the cash payment were not made. The amount of the cash payment will not exceed the amount necessary to meet the emergency. Such cash payment shall be made as part of the next regular payroll.

**Section 12.05 VACATION PAYMENT AT TERMINATION.** Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 12.03 of this Article. Payment shall be at the same hourly rate of pay as was authorized for the employee at the time of submittal of termination notice. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with the City, while serving in an Acting Status, payment of the lump sum accrued vacation leave shall be paid at the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced employment in the Acting Status.

Employees dismissed by the City or voluntarily resigning prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the hourly rate as was authorized for the initial employment. There shall be no proration of vacation time for partial months of employment.

When termination is caused by the death of a represented unit member, said payment for unused vacation shall be paid to the beneficiary designated by such employee. Such designation shall have been in writing, signed by such employee and filed with the Personnel Department. In the

event such employee has not designated a beneficiary, the payment shall be made to the estate of such employee.

Payment for accrued vacation leave shall be made on a regular City payroll within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the effective date of the separation.

### **ARTICLE 13** **HOLIDAY BENEFIT**

**Section 13.01 HOLIDAY DATES.** All full-time represented unit members covered by the terms of this Agreement shall have the following legal holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving (except for 4/10 work schedules)
- Christmas Eve
- Christmas Day
- New Year's Eve
- One Floating Holiday per calendar year (except for 4/10 work schedules).

This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 13.02 HOLIDAYS WORKED.** If a full-time employee is assigned to work on a regular scheduled holiday, in addition to his/her regular pay, he/she shall be paid one-half (1/2) time for all hours worked; thus, totaling time and one-half (1½) pay for all hours worked. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Part-Time Employees shall receive pay at the rate of time and a half for working on Thanksgiving Day and Independence Day.

**Section 13.03 HOLIDAY ON VACATION DAY.** Should one of the regular scheduled holidays fall during a represented unit member's vacation period, or while an employee is lawfully absent with pay, such employee shall be credited for the holiday and no charge shall be made against such employee's accrued vacation or other authorized leave time. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 13.04 HOLIDAY ON WEEKENDS.** Should one of the regular scheduled holidays listed in Section 13.01 fall on a Saturday, the preceding Friday shall be observed as the holiday. Should one of the regular scheduled holidays listed in Section 13.01 fall on a Sunday, the following Monday shall be observed as the holiday. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 13.05 HOLIDAY ON REGULAR DAY OFF.** When a holiday falls on a regular day off, represented unit members shall be entitled to equivalent time off in lieu of the holiday. Determination of when such time off may be taken shall be made by the City Manager, in his or her sole discretion. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 13.06 ELIGIBILITY.** In order to be eligible to receive holiday pay, a represented unit member must have worked, or be deemed to have worked because of lawful absence, such employee's regular scheduled day before and regular scheduled day after the holiday.

**Section 13.07 HOLIDAY PAY.** Full-time represented unit members shall receive holiday pay based on the number of hours he/she is regularly scheduled to work on the day the holiday is observed. (For example, employees working a 4/10 schedule shall receive holiday pay for an observed holiday based on a 10 hour work day.)

**Section 13.08 FLOATING HOLIDAY ACCRUAL.** Employees are encouraged to use floating holidays in the same calendar year in which they are accrued. Floating holidays shall accrue to a maximum of 48 hours and may only be cashed out upon separation (no cash out allowed prior to separation).

## **ARTICLE 14** **OTHER LEAVES**

**Section 14.01 FAMILY LEAVE OF ABSENCE.** The City will grant represented unit members leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L 103-3 and/or Government Code Section 12945.2, as applicable.

**Section 14.02 AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY.** Upon written recommendation from the employee's department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter postage paid,

addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Agreement. The City shall contribute to the employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's authorized leave of absence. Thereafter, the City shall have no obligation to contribute to an employee's medical health plan, dental and visions or life insurance plan until the employee is reinstated in a permanent position. In no event shall the City contribute toward the employee's dependent health, dental and vision plans. Vacation and sick leave shall not be accrued during an absence without pay.

For any absence without pay beyond thirty (30) calendar days, the employee's anniversary date for any accrual or incremental eligibility contained in this Agreement shall be extended by like amount of time.

**Section 14.03 LEAVE OF ABSENCE.** Upon written request of the employee and approval of the City Manager, the City Council or City Manager may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 14.01 of this Article shall apply to extended leave of absence unless specifically authorized otherwise by the City Council.

**Section 14.04 MILITARY LEAVE OF ABSENCE.** Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning of such leave.

Any employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed three (3) years and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall supplement an employee's pay in an amount equal to the loss in pay between the employee's military pay and the employee's base salary paid by the City (evidence must be shown as to current rate of military pay), as well as contribute to such employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

**Section 14.05 JURY DUTY.** Any permanent or probationary full-time employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. Jury service required on an employee's off-duty day or beyond his/her forty (40) hour work week is not compensable by the City. Jury duty time shall not be considered work time and does not count

toward hours worked for the calculation of overtime except that an employee that is called to work outside of his/her normally scheduled work week and after completing jury service may be eligible for overtime pay. The employee must notify his/her department head of the dates of the jury duty upon receipt of the court notice. The employee shall be required to report to work and perform their assigned duties if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled work day. The employee shall be required to pay over to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence. Upon completion of jury service, the employee shall be responsible for providing proof of jury service upon his/her return to work. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

**Section 14.06 WITNESS IN COURT.** Any represented unit member of the City subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal, on a matter directly related to his/her officially assigned duties with the City, shall be granted leave with pay during such time as appearing as a witness. The employee must notify his/her department head of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

**Section 14.07 BEREAVEMENT LEAVE.** On the death of a member of a represented unit member's immediate family; meaning spouse, domestic partner, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, great-grandparent, or great-grand-child, such employee shall be granted bereavement leave of up to forty (40) hours.

The City Manager may permit such employee to use paid bereavement leave for other relative living in the same household. The City Manager's decision regarding any request submitted under this paragraph shall not be subject to the grievance or appeal procedures contained in the City's Personnel Rules and Regulations or in this Agreement.

**Section 14.08 MANAGEMENT LEAVE.** The parties agree that the following exempt classifications shall be granted eighty nine (89) hours of Management Leave with pay each fiscal year (July 1 to June 30): City Engineer, Community Development Manager, Community Services Manager, and Municipal Services Manager.

Employees hired during the fiscal year period shall have management leave credited as a pro-rated amount equal to 7.416 hours per month commencing with the first month of employment. An Affected Employee shall be allowed to accrue and carry-over management leave up to a maximum of one hundred fifty two (152) hours.

## **ARTICLE 15**

### **SICK LEAVE**

**Section 15.01 ELIGIBILITY.** Each full-time permanent and probationary full-time employee shall be eligible to accrue sick leave with pay as provided for in this Article. Sick leave shall be utilized solely for illness or medical appointments of a represented unit member or his/her

immediate family, meaning spouse, natural or adopted child, brother, sister, parent, step-parent, step-brother or step-sister.

The City Manager may permit an employee to use sick leave for the illness or medical appointment of an individual not included in the above definition of immediate family. The City Manager's decision regarding any request submitted under this paragraph shall not be subject to the grievance and appeal procedures contained in the City's personnel rules and regulations.

Nothing in this Article shall prohibit an employee from using his/her other accrued leave time for purposes of illness or medical appointment.

**Section 15.02 ACCRUAL.** Employees subject to this Agreement shall accrue eight (8) hours of sick leave on the first day of each month except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. There shall be no limitation on accrual.

Newly hired employees in a permanent full-time classification, shall be eligible to begin the monthly accrual provided for herein beginning on the first day of employment at the rate of eight (8) hours of sick leave per month.

Employees leaving the employment with the City for any reason, who have received an advance accrual of sick leave time and who have used said sick leave time at a rate greater than the accrual shall have the amount of sick leave time off used in excess of such rate of accrual deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

**Section 15.03 REPORTING OF SICK LEAVE.** At the sole discretion of the City and upon reasonable cause, an employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform his/her immediate supervisor or other supervisor in the department of his/her absence no later than one-half (1/2) hour after the regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

At the sole discretion of the City, an employee may be required to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

**Section 15.04 CONVERSION OF ACCRUED SICK LEAVE.** After two (2) years of full-time employment with the City, an employee may convert sick leave to compensation in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), as provided for herein. A maximum of sixty (60) hours of accrued sick leave may be converted

to compensation at such employee's then current rate of pay provided, however, that the employee qualifies for this benefit as follows:

<u>Allowable conversion</u>	<u>Criteria for benefit conversion</u>
100% (60 hours)	Less than or equal to 30 hours of Sick Leave used during a Fiscal Year
50% (30 hours)	Less than or equal to 60 hours of Sick Leave used during a Fiscal Year
25% (15 hours)	Less than or equal to 90 hours of Sick Leave used during a Fiscal Year
0% (not eligible)	Greater than 90 hours of Sick Leave used during a Fiscal Year

1. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15<sup>th</sup> of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.
2. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15<sup>th</sup> of the year calendar prior to the conversion.
3. Employees who submit an election to not participate in the sick leave conversion or who fail to submit an election by December 15<sup>th</sup> of the calendar year prior to the conversion are deemed to have permanently elected to not participate and will not have such sick leave converted to cash or reported as income for that calendar year.
4. All sick leave conversion requests, except upon separation of employment, will apply only to sick leave hours that will be earned in the calendar year following the year of the request.
5. Employees must maintain a current balance of ninety-six (96) hours of sick leave prior to submitting a conversion request.
6. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in October.
7. A represented unit member having accrued more than 576 hours of sick leave may convert one-third (1/3) of the sick leave hours in excess of 576 hours to vacation leave, rounded to the nearest whole hour. It shall be the responsibility of the



employee to notify the Personnel Officer of the desire to convert such hours by December 15th of the calendar year prior to the conversion.

**Section 15.05 SICK LEAVE ON RESIGNATION.** Represented unit members with more than five (5) years of full-time employment with the City shall be permitted, at the time of his/her voluntary resignation or layoff from service with the City to convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and eighty-eight (288) hours, to vacation leave and be compensated for such in accordance with Section 12.05, except that an employee hired after July 1, 1993, may convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and fifty (250) hours, to vacation leave and be compensated for such in accordance with Section 12.05. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with the City while serving in an acting status, payment of the lump sum accrued sick leave converted to vacation leave shall be compensated at the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced serving in the acting status.

**Section 15.06 CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT.** Upon voluntary retirement and after a minimum of ten (10) years service, a represented unit member may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining, and a represented unit member may take said hours as paid leave before the effective date of retirement.

## **ARTICLE 16**

### **INSURANCE AND RELATED BENEFITS**

**Section 16.01 MEDICAL BENEFITS.** Medical benefits shall be under the CalPERS medical program.

**Section 16.02 FLEXIBLE BENEFITS PLAN.** The City shall implement a flexible benefit plan as follows:

- a. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36). Employees hired prior to or on the date of City Council approval and adoption of this successor MOU or Tentative Agreement regarding same or June 30, 2018, whichever is later, who do not take medical, dental or vision insurance through the program offered by the City shall receive the cash equivalent to the Flexible Benefit Contribution in lieu of the flexible benefits contribution. As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City program. Employees hired after the City Council approval and adoption of this successor MOU or Tentative Agreement regarding same or June 30, 2018, whichever is later, shall not receive cash in lieu of medical, dental or vision insurance.
- b. The Flexible Benefits Contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be

made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Employees may allocate any remaining amount of their flexible benefits among the following City sponsored programs:

1. Dependent Insurance
  2. Additional Life Insurance
  3. Section 125 Program - Flexible Spending Account
- c. Should a State or Federal agency (such as the IRS or DOL) or court of competent jurisdiction A) issue new guidelines to clarify the amounts of cash in lieu allowable for "qualified" cafeteria plans, or B) specifically rule or advise on the "qualified" or "Bona Fide" status of the City's Flexible Benefit plan or its cash-in-lieu/opt out provisions fail to meet the "incidental" criteria under a cafeteria plan, then the parties shall promptly meet and confer as a reopener to the contract over any changes to this Section required by such ruling in order to maintain the "qualified" status of the Plan or meet the "incidental" criteria.

The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

- a. The City shall contribute the full amount of the premium for employee for a \$50,000 term life insurance.
- b. The City shall contribute the full amount of the premium for employee for Long-Term Disability insurance.
- c. The City shall contribute the full amount of the premium for employee for an Employee Assistance Program.

**Section 16.03 SECTION 125 PROGRAM.** (Allows benefits to be paid from pre-tax dollars.) The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and the Majority Representative Employee Organization. The Section 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation are to be paid by the employee.

**Section 16.04 DEFERRED COMPENSATION.** The City shall make available to all represented unit members deferred compensation programs under the International City Management Association Retirement Corporation or the Public Employees Benefit Services Corporation. Said programs shall be for voluntary contributions by the employee.

**Section 16.05 RETIREE PARTICIPATION.** Effective July 1, 1991 retirees, who have retired under a CalPERS retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

On the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees who have retired under a CalPERS retirement program after a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Employees retired prior to July 1, 1991 who were covered under the CalPERS medical program shall be entitled to continue participation regardless of years of service.

**Section 16.06 INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION.**

If a full-time employee who has been employed by the City for five (5) or more years suffers a work related injury and is absent from work, the City shall continue to make medical insurance contributions in accordance with Section 16-02a for a maximum of six (6) months. The employee may only continue to participate in the same type of benefit plan and level of benefits (employee, employee plus one, or employee plus two or more) that the employee participated in immediately prior to his/her work related injury.

**Section 16.07 INJURED ON DUTY PAY STATUS.** Any employee claiming a work related injury or illness while at his/her work place shall be required to report the injury or illness to the employee's supervisor as soon as possible.

- a. If the injury is an emergency occurring after 5:00 p.m. and before 8:00 a.m., Monday through Friday, or on Saturday, Sunday or legal holidays, the employee should be taken to the City's designated medical provider.
- b. If the injury occurs during normal business hours, the Personnel Officer should be contacted immediately to arrange for the proper medical attention for the employee in non-emergency cases. The employee or Department Head should not arrange for a doctor's appointment.

The Personnel Officer shall require the employee to be examined by a City-designated physician who shall make a report to the City as to the employee's ability to perform the duties and responsibilities of his/her position.

Such employee will receive workers' compensation disability payments while on temporary disability according to the amounts set by the State of California. During the first three (3) days of time off due to injury, an employee may elect to use accumulated sick leave during this time. An employee unable to work for more than fourteen (14) days due to job related injury will be compensated during the initial three-day "waiting period" according to amounts set by the State of California. Where the employee has elected to use accumulated sick leave during the three-(3) day waiting period, the amount reimbursed by the State for these three (3) days shall be remitted to the City.

An employee may elect to take accumulated hours of sick leave or vacation leave such that, together with the disability pay, total compensation received would equal not more than their regular salary.

Any period of time during which an employee is required to be absent from his/her position by reason of work-related injury or illness for which they are entitled to receive compensation under Division 4 (commencing with Section 3201) of the State Labor Code, will not be considered a break in their continuous service for the purpose of salary adjustments, sick leave, vacation leave or seniority.

**Section 16.08 MEDICAL BENEFITS TO PART-TIME EMPLOYEES.** Part-time employees shall not be eligible to receive medical benefits. Any part-time employees employed with the City prior to July 1, 2006 who have worked more than 1000 hours in a fiscal year shall be eligible for a One-Hundred Seventy-Five Dollar (\$175) monthly contribution towards health benefit costs. Said contribution shall be available as a credit towards total costs, and only if a represented unit member selects any health plan available through the City's programs. Additionally, any Part-time employee who works in excess of seventy (70) hours in a two week period and who selects a health plan from the City's program, shall receive an additional Thirty Dollar (\$30) credit per month towards the cost of said medical insurance coverage.

**Section 16.09 WELLNESS PROGRAM.** Full-time employees may be eligible to receive reimbursement of up to One-Hundred Dollars (\$100) annually based upon fiscal year for participation in a qualified program. Qualified program may include, but not be limited to, for example – "Weight Watchers", "Jenny Craig", "Nutrisystem", etc., or membership to a gymnasium or fitness program like "Curves". Reimbursement will be made upon receipt of proof of participation - a requirement satisfied by showing enrollment form and payment receipt.

## **ARTICLE 17** **RETIREMENT BENEFIT**

**Section 17.01 CalPERS MEMBERSHIP.** The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, the City shall maintain its current program, which includes the following:

- a. Section 21354: 2% at 55 retirement- Full Formula
- b. Section 21574: Fourth Level of 1959 Survivors Program
- c. Section 21042: Military Service as Public Service

- d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

## **ARTICLE 18** **GRIEVANCES**

**Section 18.01 MATTERS SUBJECT TO GRIEVANCE PROCEDURES.** A "grievance" is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact, situation, or transaction, other than discipline, that results in an alleged violation of existing ordinances, rules, regulations, or policies administered by the employee's Department Director or designated authority concerning wages, hours, or other terms and conditions of employment. The solution of any such grievance must be wholly or partially within the province of the City to rectify.

**Section 18.02 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES.** The following matters are not subject to the grievance procedure:

Employee discipline.

Employee performance evaluations, including denial of a step increase, performance pay increase, and other merit or performance pay issues.

Management of the City generally and issues of City or Department policy.

Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or work force.

Determination of the nature, manner, means, technology and extent of services to be provided to the public.

Types of equipment or technology to be used.

Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.

Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.

Work assignments and schedules in accordance with requirements as determined by the City.

Establishment, implementation and modification of productivity and performance programs and standards.

Reductions in force or layoffs for lack of work or other non-disciplinary reasons.

Establishment and approved modifications of job classifications.

Determination of standards, policies and procedures for selection, training and promotion of employees.

Establishment, implementation and modification of Departmental organization, supervisory assignments, chains of command and reporting responsibilities.

Levels of compensation, pay and benefits based upon budgetary and fiscal considerations.

**Section 18.03 FREEDOM FROM REPRISAL.** No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his/her immediate supervisor, or for filing or participating in a grievance petition.

**Section 18.04 RESOLUTION.** Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive. Any grievance shall be considered resolved if it is not brought forward by the grievant through the grievance steps in the time frame prescribed.

**Section 18.05 WITHDRAWAL.** Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

**Section 18.06 RESUBMISSION.** Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

**Section 18.07 EMPLOYEE REPRESENTATION.** If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Director shall be represented by an employee whom the employee may supervise, and no employee shall be represented by a supervisor or Department Director.

The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

**Section 18.08 OBEY NOW-GRIEVE LATER.** If an employee is given a legitimate order that he/she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others, or if the requested assignment violates the employee's constitutional rights.

**Section 18.09 INITIATION OF GRIEVANCE PROCEDURE.** An employee must initiate the grievance procedure (formal or informal) within fifteen (15) working days of the occurrence of the event giving rise to the grievance or within fifteen (15) working days after the grievant should, with reasonable diligence have had knowledge of such occurrence, whichever is later.

**Section 18.10 INFORMAL GRIEVANCE PROCEDURE.** Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist.

The employee's immediate supervisor shall provide a decision within five (5) days of the discussion with the employee, or it shall be deemed that the grievance is informally rejected, and that the employee shall have the right to file a formal grievance petition. If the employee is not satisfied with the decision reached through the informal discussion, or if extenuating circumstances exist, the employee shall have the right to file a formal grievance petition.

**Section 18.11 FORMAL GRIEVANCE PROCEDURE.**

Step I: If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal written grievance to the Department Director within fifteen (15) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived. Copies of any grievances filed at this Step shall be sent to the President of the Majority Representative Employee Organization that represents the employee. If the grievance is against the Department Director, then the employee may proceed directly to Step II.

All grievances shall be submitted in the format prescribed by the Personnel Officer, and no grievance petition shall be accepted until the form is complete. The written grievance shall contain a clear, concise statement of the grievance and facts upon which it is based, rule, regulation or policy allegedly violated, and the specific remedies sought.

The Department Director shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor to be present for the meeting. The Department Director will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date.

Step II: If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Personnel Officer within ten (10) working days after the Department Director's decision is received by the employee. The Personnel Officer shall meet with the employee and/or the employee's representative to discuss the grievance and will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date. If the grievance is against the Personnel Officer, then the employee may proceed directly to Step III.

Step III: If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) working days after Personnel Officer's decision is received by the employee. The City Manager shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor and/or Department Director to be present for the meeting. The City Manager will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties

agree that further investigation is necessary and establish a new response date. The decision of the City Manager shall be final and conclusive.

If a grievance is against the City Manager, then the employee shall file the grievance directly with the City Attorney. The City Attorney shall meet with the employee and/or the employee's representative to discuss the grievance. The City Attorney shall also meet with the City Manager to discuss the grievance. The City Attorney shall then consult with the City Council in closed session regarding the grievance and thereafter render a written decision. The decision of the City Attorney shall be final and conclusive.

**Section 18.12 TIME LIMITS.** Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure may be waived or extended by mutual agreement, confirmed in writing. Any grievance petition not carried to the next step by the grievant, within the prescribed time limits, shall be deemed resolved upon the basis of the previous disposition. Any lack of written response by the City, at any stage, will result in the grievance automatically advancing to the next step.

## **ARTICLE 19**

### **FULL UNDERSTANDING AND**

### **WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT**

**Section 19.01 FULL UNDERSTANDING.** This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this Agreement shall remain in full force and effect, and are specifically not superseded or otherwise affected by this Agreement.

## **ARTICLE 20**

### **EMERGENCY WAIVER PROVISION**

**Section 20.01 WAIVER GRANTED.** In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Agreement will be reinstated immediately. Majority Representative Employee Organization shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Agreement during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.



**ARTICLE 21**  
**SEVERABILITY PROVISION**

**Section 21.01 SEVERABILITY DECLARED.** Should any provisions of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

**ARTICLE 22**  
**TERM OF AGREEMENT**

**Section 22.01 TERM ESTABLISHED.** The term of this Agreement shall commence on July 1, 2017 and shall continue in full force and effect until June 30, 2019.

**ARTICLE 23**  
**RATIFICATION AND EXECUTION**

**Section 23.01 RECOMMENDATION TO COUNCIL AND ADOPTION.** The City's representatives and the Majority Representative Employee Organization have reached an understanding as to certain recommendations to be presented to the City Council for the City of Lawndale for determination and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The Majority Representative Employee Organization also represents and affirms that on October 9, 2018, its members voted to ratify the Agreement. The City and the Majority Representative Employee Organization acknowledge that this Agreement shall not be in full force and effect until adoption by the City Council of the City.

**ARTICLE 24**  
**POLYGRAPHS**

**Section 24.01 PROHIBITION ON POLYGRAPHS.** The City and the Majority Representative Employee Organization agree that the use of polygraphs on members of the LPMME Unit or LCE Unit is prohibited.

**ARTICLE 25**  
**RE-OPENERS**

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues:

- a. Changes and/or revisions to the City's Personnel Rules and Regulations;
- b. Changes and/or revisions to the City's Employer-Employee Relations Resolution(s).
- c. Salary Increases per section 7.02 above.

The parties specifically acknowledge that implementation of the re-openers as described in this MOU does not mandate the reaching of an agreement or the changing of any matters within the scope of representation.

## **ARTICLE 26**

### **SICK LEAVE FOR PART-TIME EMPLOYEES**

The purpose of this Article 26 is to establish a paid sick leave policy, in conformance with the requirements of the Healthy Workplace Healthy Family Act of 2014 (the "Act," which added Labor Code Sections 245-249 and amended Labor Code Section 2810.5) applicable to all qualifying part-time City employees, who are not otherwise eligible for paid sick leave under Article 15 of this Agreement.

**Section 26.01 ELIGIBILITY.** Part-time employees who have worked for 30 or more days for the City within a year shall be eligible to accrue and use paid sick leave in accordance with the requirements of the Act, codified as Labor Code Sections 245-249 and 2810.5, and as provided for in this Article. Regular, benefited employees are eligible for paid sick leave under Article 15 of this Agreement and the City's Personnel Rules and Regulations and shall not be eligible for additional sick leave as described in this Article.

**Section 26.02 ACCRUAL.** Paid sick leave for all qualifying part-time employees shall be credited at the beginning of each fiscal year on July 1 at the rate of twenty- four (24) hours for the fiscal year. New part-time employees shall be credited twenty- four (24) hours sick leave upon eligibility to use accrued paid sick time, provided that in no event shall an employee be entitled to accrue more than twenty-hour (24) hours of sick leave in a single fiscal year. An employee shall be eligible to use accrued paid sick time beginning on the 90th day of employment, defined as the number of days worked. Although not required pursuant to Labor Code § 246(d), accrued sick leave shall carry over to the following fiscal year, with a maximum accrual cap of 48 hours. In the event a part-time employee's work schedule is such that three (3) work days would exceed twenty-four hours, such employee shall be provided with three (3) days paid sick leave as required by the Act.

### **Section 26.03 USAGE.**

- a. In accordance with the Act, a part-time employee may use accrued paid sick leave in a 12-month period for one of the following reasons:
  - For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
  - For the diagnosis, care, or treatment of an existing health condition or preventative care of an employee's family member, including:
    - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
    - Spouse or Registered Domestic Partner
    - Parent (including biological, adoptive, or foster parent, stepparent, or

legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

- Grandparent
- Grandchild.
- Sibling.

- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following:
  - A temporary restraining order or restraining order.
  - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
  - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
  - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
  - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
  - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

- b. A part-time employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.
- c. A part-time employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

**Section 26.04 NO SICK LEAVE CASHOUT.** A part-time employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the City. Paid sick leave will not be considered hours worked for purposes of overtime calculation.

**Section 26.05 CARRYOVER UPON APPOINTMENT TO FULL TIME POSITION.** Notwithstanding Section 26.04 above, in the event a part-time employee is appointed to a full-time position with the City, that employee shall be entitled to carry over to the full-time position any accrued sick leave, up to the maximum accrual cap of 48 hours.

**Section 26.06 SEPARATION AND RE-HIRE.** If a part-time employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by the Act. However, if a re-hired part-time employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy

the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used. In no event shall a re-hired part-time employee be eligible to accrue more than 24 hours of sick leave in a single fiscal year."

CITY OF LAWNSDALE

MAJORITY REPRESENTATIVE  
EMPLOYEE ORGANIZATION  
AFSCME LOCAL 1895, AFL-CIO

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Stephen N. Mandoki, City Manager

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Aaron Pearl, Lead Negotiator

---

Raylette Felton, Director of Human Resources

---

Jamie Rodriguez, President

---

Colin J. Tanner, Chief Negotiator

---

Jack Martin, Vice President

---

Leticia Crise, Bargaining Committee

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Wayne Schaller, Bargaining Committee

# ATTACHMENT A

**CITY OF LAWNSDALE**  
**Mid-Management Unit**  
2017-2019 Salary Schedule

MONTHLY RATE	RANGE	A	B	C	D	E
Deputy City Clerk	160	5,128	5,385	5,654	5,937	6,234
Administrative Analyst	165	5,408	5,678	5,963	6,260	6,573
Assistant Planner	165	5,408	5,678	5,963	6,260	6,573
Grant/Economic Dev Coordinator	169	5,604	5,884	6,178	6,487	6,811
Community Services Supervisor	170	5,670	5,954	6,252	6,564	6,893
Assistant Engineer	173	5,831	6,122	6,429	6,751	7,087
Municipal Services Supervisor	175	5,949	6,247	6,559	6,887	7,231
Maintenance Supervisor	180	6,269	6,582	6,911	7,256	7,619
Associate Planner	185	6,572	6,901	7,246	7,609	7,989
Associate Engineer	190	6,909	7,254	7,617	7,998	8,398
Cable Television Supervisor	190	6,909	7,254	7,617	7,998	8,398
Senior Planner	192	7,047	7,400	7,700	8,158	8,566
Accounting Manager	196	7,333	7,699	8,083	8,488	8,913
Community Development Manager	203	7,861	8,253	8,666	9,100	9,554
Community Services Manager	210	8,559	8,987	9,437	9,909	10,404
Municipal Services Manager	210	8,559	8,987	9,437	9,909	10,404
City Engineer	219	9,217	9,678	10,162	10,670	11,203

# ATTACHMENT B



# CITY OF LAWNSDALE

## Classified Unit

2017-2019 Salary Schedule

MONTHLY RATE	RANGE	A	B	C	D	E
Senior Nutrition Specialist	85	2,247	2,361	2,477	2,602	2,733
Office /Personnel Assistant	115	3,258	3,448	3,620	3,802	3,992
Maintenance Worker I	125	3,619	3,801	3,990	4,190	4,399
Municipal Services Officer I	125	3,619	3,801	3,990	4,190	4,399
Transit Operator	125	3,619	3,801	3,990	4,190	4,399
Accounting Specialist	135	4,014	4,215	4,245	4,646	4,879
Maintenance Worker II	135	4,014	4,215	4,245	4,646	4,879
Municipal Services Officer II	135	4,014	4,215	4,245	4,646	4,879
Accounting / Payroll Specialist	140	4,201	4,411	4,632	4,864	5,107
Admin Assistant II	140	4,201	4,411	4,632	4,864	5,107
Building Permit Specialist	140	4,201	4,411	4,632	4,864	5,107
Assistant Public Works Inspector	145	4,426	4,647	4,880	5,124	5,381
Community Services Coordinator	145	4,426	4,647	4,880	5,124	5,381
Maintenance Worker III	145	4,426	4,647	4,880	5,124	5,381
Recreation Coordinator	145	4,426	4,647	4,880	5,124	5,381
Executive Assistant	155	4,875	5,119	5,376	5,643	5,926
Public Works Inspector	155	4,875	5,119	5,376	5,643	5,926
Engineering Technician	160	5,128	5,385	5,654	5,937	6,234
Code Enforcement Officer I	160	5,128	5,385	5,654	5,937	6,234
Code Enforcement Officer II	165	5,408	5,678	5,963	6,260	6,573

## Part-Time Employees Hourly Rates

2017-2019 Salary Schedule

HOURLY RATE	A	B	C	D	E
Recreation Leader	11.17	11.72	12.31	12.93	13.58
Senior Recreation Leader	12.97	13.62	14.30	15.01	15.76
Delivery Worker	14.17	14.88	15.63	16.41	17.23
Office Assistant	17.52	18.40	19.31	20.28	21.29
CATV Production Assistant	19.30	20.26	21.28	22.34	23.45
Maintenance Worker I	19.30	20.26	21.28	22.34	23.45
Municipal Services Officer I	19.30	20.26	21.28	22.34	23.45
Municipal Services Officer II	21.41	22.47	23.61	24.78	26.02
CATV Production Assistant II	20.28	21.30	22.36	23.48	24.66
Emergency Preparedness Coordinator	22.43	23.56	24.74	25.98	27.27
Code Enforcement Officer I	27.36	28.73	30.16	31.67	33.25
Associate Planner	35.44	37.21	39.08	41.02	43.07
Transit Operator	20.88	21.93	23.02	24.17	25.38

# ATTACHMENT C

## ATTACHMENT "C"

### 4/10 Work Schedule

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Components of the 4/10 Work Program are as follows:

- Workdays -Monday through Thursday; Closed every Friday.
- Standard Hours: 7:00 a.m. to 6:00 p.m.
- One-(1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks which cannot be combined with each other or with the lunch period to extend either the break or the lunch period.
- The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.
- Municipal Services Department: Code Enforcement, Parking and Animal Control services provide coverage 7 days per week, with full-time employees working staggered 4 day weeks (some with flexed hours) and part-time employees working primarily, weekends and hours outside the 7 a.m. to 6 p.m. standard day. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.
- Community Services Department: senior nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks programs will continue to be open 7 days per week, staffed by both full-time and part-time employees, working various work schedules. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.
- Overtime will be all hours worked in excess of ten (10) hours a day or forty (40) hours per week, unless an employee is working a flex schedule, as defined in Section 07.18 above, at which point, overtime will be all hours worked in excess of forty (40) hours in a week.
- Vacation is earned based on years of employment, as outline in Section 12.02).
- Sick Leave is earned in 10-hour increments.
- If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours:

- Employees on the 4/10 schedule shall have the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- Unlike those employees on a 5/40 schedule or 9/80 schedule, employees on the 4/10 schedule do not receive as a holiday the Friday after Thanksgiving and the single Floating Holiday as set forth in Section 13.01.
- Observance of Holidays: If a City holiday falls on a Friday, the preceding Thursday is *observed* as a paid holiday. If a City holiday falls on a Sunday, the following Monday is observed as a paid holiday.
- Holidays are earned/accrued in 10-hour increments.
- If a City holiday falls on a regularly scheduled day off for an employee working a 4/10 schedule only, and that holiday is not observed as a paid holiday Monday through Thursday, then he or she is credited with a floating holiday.
- Use of floating holidays is subject to the approval of the department director and to be coordinated within each department to ensure adequate staffing at all times.
- When a represented unit member is assigned to jury service requiring the employee report on a Friday, or regularly scheduled day off, the employee and department head may implement a flex scheduling program, to ensure that jury service is completed appropriately, that the employee is compensated according to Section 14.05 above, and to ensure that the employee has worked 40 hours in a week. This flexible schedule may include, but not be limited to, working 5/40 type schedules.

# ATTACHMENT D

## ATTACHMENT "D"

### 9/80 ALTERNATIVE WORK SCHEDULE

All employees are expected to work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

The City has adopted several work schedules, including a 9/80 (9 days/80 hours) schedule. The specific components of the 9/80 alternative work schedules are set forth as follows:

1. The work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four (4) nine (9) hour days per week and one (1) eight (8) hour work day every other week.
2. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period added to the work day.
3. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours.

For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on alternating Fridays (with one thirty (30) minute break for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

A sample depiction of a 9/80 work schedule is as follows:

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
Wk 1	OFF	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	*4 hrs.	40 hrs.
Wk 2	*4 hrs.	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	OFF	40 hrs.

\*Note: hours worked in the morning at the end of the first week and those worked in the afternoon at the beginning of the next work week are the same day, Friday.

4. Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's

regular alternative day off is Friday, the employee cannot switch the alternate date off to Thursday or any other day).

5. Vacation, sick leave and holidays are earned in 9 hour increments.
6. Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.
7. If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday.
8. Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.
9. If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
10. Standard hours for Public Works Maintenance Workers shall be 6:00 a.m. to 3:30 p.m. Monday – Thursday, and 6:30 AM – 3:00 PM on alternating Fridays (with ½ hour unpaid lunch). Public Works Maintenance Workers shall observe a forty-five (45) minute unpaid lunch, and are entitled to one (1) fifteen (15) minute paid rest period per work shift. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with lunch breaks or other rest periods. A part-time Maintenance Worker shall conduct graffiti removal on weekends.

**RESOLUTION NO. CC-1909-044**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNDAL, CALIFORNIA  
ADOPTING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF LAWNDAL  
AND AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 1895**

WHEREAS, the City of Lawndale is a general law city and a public agency as defined in Government Code Section 3501(c) ("City"); and

WHEREAS, the American Federation of State, County and Municipal Employees, Council 36, Local 1895 ("AFSCME"), is the joint, majority representative employee organization for both of the City's previously recognized employee bargaining units, the Lawndale Professional and Mid-Management Employees Unit and the Lawndale Classified Employees Unit and is a recognized employee organization within the meaning of Government Code Section 3501(b); and

WHEREAS, the previous two-year Memorandum of Understanding ("MOU") between the City and AFSCME had an effective date of July 1, 2017, and expired on June 30, 2019; and

WHEREAS, representatives of the City and representatives of AFSCME have been meeting and conferring in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505 for a new MOU; and

WHEREAS, on August 22, 2019, members of AFSCME ratified the Tentative Agreement for a new MOU the period of July 1, 2019, through June 30, 2020 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."; and

WHEREAS, pursuant to Government Code section 3505.1, the attached Tentative Agreement is jointly presented by the parties for approval and adoption by the City Council. If the City Council adopts the Tentative Agreement, the parties shall jointly prepare a written successor MOU to replace the existing MOU and the Tentative Agreement. The existing MOU shall continue as modified by the terms of the Tentative Agreement and until superseded and replaced by the successor MOU to be jointly prepared by the parties and submitted to City Council for approval and adoption.



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

SECTION 1. That the City Council hereby approves the Tentative Agreement between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO for the period of July 1, 2019 – June 30, 2020, a fully executed copy of which is attached hereto and by this reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

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

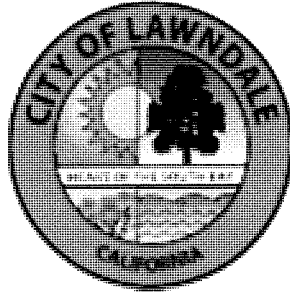
I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1909-044 at a regular meeting of said Council held on the 3rd day of September, 2019, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



**TENTATIVE AGREEMENT  
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING  
Per California Government Code Section 3505.1  
Between the City of Lawndale and the American Federation Of State, County, And  
Municipal Employees Union, Council 36, Local 1895**

The previous Memorandum of Understanding ("MOU") between the City of Lawndale ("City") and the American Federation Of State, County, And Municipal Employees Union, Council 36, Local 1895, ("Union" or "AFSCME") representing the Lawndale Classified Employees Unit and Lawndale Professional/Mid-Manager Employees Units expired on June 30, 2019 ("AFSCME MOU 2017-19"). (Attachment 1.) The City and Union representatives began negotiating in May 2019 regarding a successor AFSCME MOU. The parties recently reached a tentative agreement on the terms for a successor AFSCME MOU, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties' labor representatives. This Tentative Agreement was ratified by the Union on August 22, 2019. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Lawndale City Council per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

All terms and conditions of the prior AFSCME MOU 2017-19 shall be maintained unless expressly modified or changed herein until the successor AFSCME MOU is accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

1. Term: One (1) year covering the period July 1, 2019 to June 30, 2020 to be effective upon City Council approval of a successor MOU.
2. Salary: FY 2019-2020: 5% COLA /salary increase effective July 1, 2019 for all represented classifications.

Effective the first full pay period after City Council approval of a tentative agreement or successor MOU, whichever is later, City to provide a one-time, lump sum, non-PERSable signing bonus of \$1,000 to full-time employees hired before July 1, 2019 and still employed by the City at the time of such approval. City to also provide a one-time, lump sum, non-PERSable signing bonus of \$300 to part-time employees hired before July 1, 2019 and still employed by the City at the time of such approval and who worked on average 20 hours or more per week in the prior fiscal year. These signing bonuses will be subject to appropriate tax deductions as determined by the City, and shall be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.

City may undertake an outside classification and compensation study at City expense during the term of the contract for purposes of a successor contract.

3. Direct Deposit: Modify Article 7 – Wage and Salary Policy, to add Section 07.22 – Direct Deposit, as follows:

Section 07.22 DIRECT DEPOSIT. Employees shall receive their bi-weekly compensation through the City's direct deposit program. Employees are encouraged to utilize the City's ability to "direct deposit" paychecks to the bank or credit union of the employee choice.

4. Standby Pay: Article 8- Other Wage and Hourly Benefits, Section 08.04 - Stand-By Pay to be deleted.
5. After Hour Calls: Modify Article 8 - Other Wage and Hourly Benefits, to add Section 08.06 – After Hour Calls, to document City's current practice, as follows:

Section 08.06 AFTER HOUR CALLS. Employees who may receive and respond to calls after work hours, shall log the time spent on each call and submit the signed log with their timesheets to their immediate supervisor for review and processing.

6. Travel and Meeting: Modify Article 10 – Travel and Meeting Allowance, Section 10.03 – Meals to be consistent with City Policy as follows:

Section 10.03 MEALS. The City shall provide payment for the cost of meals at conferences, workshops and meetings approved in the annual budget. For all represented unit members the per diem for meals shall not exceed ~~Forty Dollars (\$40.00)~~ the per diem amounts pursuant to the City's Travel Policy No. 42-97. Employees may receive an advance for per diem costs. Receipts shall be provided by the employee indicating the actual cost of meals and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

7. Uniform: Article 11- Uniforms shall be modified to add language regarding appropriate dress, as follows:

Section 11.01 UNIFORMS PROVIDED. All represented unit members required to wear a uniform or specific work outfit as a condition of their employment shall have such uniforms or work clothes provided and maintained by the City.

Employees must remember that they represent the image of the City to the public. Employees are expected to groom and dress in appropriate work attire, in a reasonably clean and neat manner, which will enable them to perform their job duties and represent the City. The parties agree to meet and confer and update the City's grooming policy within 30 days of execution of an MOU.

8. Vacation: Modify Article 12 - Vacation Benefit, Section 12.0 Use of Vacation to remove reference to two (2) hour increment as follows:

Section 12.04 USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval of the employee's department head who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of ~~two (2)~~ one (1) hour increments.

A probationary employee shall be eligible to utilize vacation leave during the first (12) months of initial full-time employment with the City, so long as the leave has been accrued, and with the prior approval of the employee's department head. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the employee's department head with the approval of the City Manager.

With the approval of the employee's department head and the City Manager and based upon their belief that, an unforeseeable financial emergency exists, an employee may exchange accrued vacation leave time for cash payment at the employee's regular hourly rate of pay at the time of the approval, provided that the employee shall continue to maintain at least forty (40) hours of accrued vacation leave time following the exchange. An unforeseeable financial emergency is defined as: an unanticipated financial emergency caused by an event beyond the employee's control (for example an unexpected health expenses, unanticipated funeral expenses or expenses incurred due to an accident or illness not covered by insurance), which would result in serious financial hardship if the cash payment were not

made. The amount of the cash payment will not exceed the amount necessary to meet the emergency. Such cash payment shall be made as part of the next regular payroll.

9. Sick Leave: Section 15.04 - Conversion of Accrued Sick Leave shall be eliminated for future employees hired after adoption of a formal tentative agreement or MOU by City Council.

Section 15.04 CONVERSION OF ACCRUED SICK LEAVE. After two (2) years of fulltime employment with the City, an employee may convert sick leave to compensation in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), as provided for herein. A maximum of sixty (60) hours of accrued sick leave may be converted to compensation at such employee's then current rate of pay provided, however, that the employee qualifies for this benefit as follows:

<u>Allowable conversion</u>	<u>Criteria for benefit conversion</u>
100% (60 hours)	Less than or equal to 30 hours of Sick Leave used during a Fiscal Year
50% (30 hours)	Less than or equal to 60 hours of Sick Leave used during a Fiscal Year
25% (15 hours)	Less than or equal to 90 hours of Sick Leave used during a Fiscal Year
0% (not eligible)	Greater than 90 hours of Sick Leave used during a Fiscal Year

1. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.
2. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.
3. Employees who submit an election to not participate in the sick leave conversion or who fail to submit an election by December 15th of the calendar year prior to the conversion are deemed to have permanently elected to not participate and will not have such sick leave converted to cash or reported as income for that calendar year.

4. All sick leave conversion requests, except upon separation of employment, will apply only to sick leave hours that will be earned in the calendar year following the year of the request.
5. Employees must maintain a current balance of ninety-six (96) hours of sick leave prior to submitting a conversion request.
6. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in October.
7. A represented unit member having accrued more than 576 hours of sick leave may convert one third (1/3) of the sick leave hours in excess of 576 hours to vacation leave, rounded to the nearest whole hour. It shall be the responsibility of the employee to notify the Personnel Officer of the desire to convert such hours by December 15th of the calendar year prior to the conversion.
8. Employees hired prior to the City Council's adoption of either an executed successor MOU tentative agreement or the successor MOU, whichever is earlier, shall continue to participate in this benefit as long as there is available funding. Employees hired after City Council's adoption of either an executed successor MOU tentative agreement or the successor MOU, whichever is earlier, shall not be eligible for this sick leave conversion benefit.

10. Recreation Leader Compensation:

The City proposes to increase the hourly rate for the part-time Recreation Leader positions, in compliance with the state minimum wage requirements, over the three year period.

Minimum Wage Compliance	
Fiscal Year – 2019-2020	\$13.00 per hour
Fiscal Year – 2020-2021	\$14.00 per hour
Fiscal Year – 2021-2022	\$15.00 per hour

The parties agree to meet and confer over the part-time employee salary tables/ranges to discuss compaction issues as a result of changes in state minimum wage laws within 30 days of City Council approval of an MOU.

11. 9/80 Alternative Work Schedule: 9/80 Alternative Work Program (Attachment D) shall be modified to apply to the Community Services Department.

ATTACHMENT "D"

9/80 ALTERNATIVE WORK SCHEDULE

All employees are expected to work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

The City has adopted several work schedules, including a 9/80 (9 days/80 hours) schedule. The specific components of the 9/80 alternative work schedules are set forth as follows:

1. The work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four (4) nine (9) hour days per week and one (1) eight (8) hour work day every other week.
2. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period added to the work day.
3. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours.

For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on alternating Fridays (with one thirty (30) minute break for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

A sample depiction of a 9/80 work schedule is as follows:

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
Wk 1	OFF	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	*4 hrs.	40 hrs.
Wk 2	*4 hrs.	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	OFF	40 hrs.

\*Note: hours worked in the morning at the end of the first week and those worked in the afternoon at the beginning of the next work week are the same day, Friday.

4. Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular alternative day off is Friday, the employee cannot switch the alternate date off to Thursday or any other day).

5. Vacation, sick leave and holidays are earned in 9 hour increments.
6. Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.
7. If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday.
8. Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.
9. If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
10. Standard hours for Public Works Maintenance Workers shall be 6:00 a.m. to 3:30 p.m. Monday – Thursday, and 6:30 AM – 3:00 PM on alternating Fridays (with ½ hour unpaid lunch). Public Works Maintenance Workers shall observe a forty-five (45) minute unpaid lunch, and are entitled to one (1) fifteen (15) minute paid rest period per work shift. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with lunch breaks or other rest periods. A part-time Maintenance Worker shall conduct graffiti removal on weekends.
11. Community Services Department: administration, recreation, senior programs, nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks programs will continue to be open 7 days per week, staffed by both full-time and part-time employees, working various work schedules. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.

The parties agree to meet and confer over PW going to 4/10 and CSD going to 9/80 work schedules within 30 days of City Council approval of an MOU.



**AFSCME, COUNCIL 36, LOCAL 1895**

**CITY OF LAWNSDALE**

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Bob Adams, Business Representative/Lead  
Negotiator

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Steve Mandoki, City Manager

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Jamie Rodriguez, President

---

Raylette Felton, Director of Human Resources

---

Jack Martin, Vice President

---

Colin J. Tanner, Chief Negotiator

---

Tom Strickfaden, Bargaining Committee

---

Wayne Schaller, Bargaining Committee

Tentative Agreement Attachments:

1. AFSCME MOU 2017-19





# CITY OF LAWDALE

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

DATE: August 22, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Michael Reyes, Municipal Services Director 

SUBJECT: Service Agreement with SPCALA

## BACKGROUND

The City of Lawndale contracts with the Society for the Prevention of Cruelty to Animals Los Angeles (SPCALA) to provide housing services for all animals brought to its facility by the City. SPCALA has provided this service to the City for many years at its facility located at 12910 Yukon Avenue in the City of Hawthorne. The current agreement with the SPCALA for animal housing services expires August 31, 2019.

## STAFF REVIEW

The City has continued to receive excellent service from the SPCALA and would like to continue to utilize its services for animal sheltering. The SPCALA has notified the City that the cost for providing animal shelter services, outlined in the proposed contract, will increase this year. The amount will be \$6,625 for each month of service with a total contract sum of \$76,000 for one year. Should the City need to house an animal in excess of the mandated holding period, then the daily rate of \$50 per day would be imposed.

Should the City Council desire to enter into a new agreement with the SPCALA, the new contract will begin September 1, 2019 and continue through August 31, 2020. The contract will automatically renew for additional one year terms unless either party provides written notice to the other at least 30 days prior to the end of the term.

SPCALA will continue to provide its services to the City seven days a week. However, public access hours are from 10:00 a.m. to 5:00 p.m., Wednesday through Sunday.

## LEGAL REVIEW

The City Attorney's Office has reviewed the agreement, and has approved it as to form.

## FISCAL IMPACT

Funding for these services has been provided for in the Contract Services line item in the Municipal Services section of the City budget for the 2019-20 fiscal year. Funds for July and August of 2019 will need to be provided in that respective budget year.

#### RECOMMENDATION

Staff recommends that the City Council approve the agreement with the SPCALA for animal sheltering services at a base cost of \$76,000 plus \$50 per day for each animal held, at the City's request, in excess of the City's mandatory holding period.

Attachments: Contract for Animal Sheltering Services with SPCALA



## ANIMAL SHELTERING SERVICES CONTRACT

This AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the CITY OF LAWNDAL, a general law city and municipal corporation, ("CITY") and THE LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California Corporation ("CONTRACTOR").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, CITY and CONTRACTOR hereby agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR will serve as the Director of Animal Sheltering for CITY in accordance with applicable law. CONTRACTOR will accept stray animals turned in by citizens of the CITY. CONTRACTOR will also accept owned animals relinquished by citizens of the CITY [upon payment of the CONTRACTOR'S fee for such service]. To fulfill this responsibility CONTRACTOR will maintain an animal shelter located at 12910 Yukon Avenue in the City of Hawthorne during the term of this Agreement. CITY agrees to ensure that all ill or injured animals receive emergency medical care as required by applicable law before depositing said animal with CONTRACTOR. CONTRACTOR agrees not to provide animals for scientific research. Upon CITY's request, the CONTRACTOR will teach up to four (4), one-hour educational classes and/or workshops for the community, at a cost of \$100.00 per session. These classes will present various topics on how to be a good pet guardian; all dates, times, and topics will be determined upon mutual agreement of CITY and CONTRACTOR and will be free-of-charge to the attendees.
2. **FEES.** CITY agrees to pay CONTRACTOR a sum equal to Six-thousand-two-hundred-sixty-five-dollars (\$ 6,265.00 ) per month for CONTRACTOR's services and Fifty Dollars (\$50.00) per day per animal held in excess of the CITY's mandated holding period at the CITY's request. For a new contract, this monthly fee is based upon initial estimates of animal intake activity provided by the City. For a renewal contract, the fee is based upon historical animal intake activity data. In either circumstance, the CITY'S animal intake activity will be reviewed periodically by the CONTRACTOR during the contract term to determine if said activity warrants a fee adjustment. Should an adjustment be deemed necessary, it will take effect in the first billing period subsequent to that determination. CONTRACTOR will invoice CITY each month. CITY agrees to pay each invoice within fourteen (14) days after receipt of an invoice.
3. **TERM.** The term of this Agreement is from 09/01/2019 to 08/31/2020.
4. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a taxpayer identification number.
5. **PERMITS AND LICENSES.** CONTRACTOR, at its sole expense, will maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
6. **PROJECT COORDINATION AND SUPERVISION.**
  - (a) Denise Jakcsy will be assigned as CONTRACTOR's Project Manager and will be responsible for coordination with CITY's Project Manager for the services described in Section 1.
  - (b) City Manager or Designee will be assigned as CITY's Project Manager and will be personally in charge of and personally supervise the Project on a day-to-day basis on behalf of CITY and will maintain direct



## ANIMAL SHELTERING SERVICES CONTRACT

communication with CONTRACTOR'S Project Manager to facilitate CONTRACTOR's provision of the services described in Section 1.

### 7. TERMINATION FOR CONVENIENCE.

(a) Notwithstanding anything to the contrary set forth in Section 3, either party may terminate this Agreement for convenience at any time with or without cause upon (30) days' written notice.

(b) CONTRACTOR and CITY each waive any and all claims for damages that might otherwise arise from termination of this Agreement pursuant to this Section and/or pursuant to Section 3.

### 8. INDEMNIFICATION.

(a) CONTRACTOR shall indemnify, defend (at CITY'S request and with counsel reasonably satisfactory to CITY), and hold CITY harmless from and against any and all liability, loss, claim, action, damage, cost (including without limitation, reasonable attorney's fees) and expense arising out of CONTRACTOR'S performance of the services pursuant to this Agreement.

(b) For purposes of this Section "CITY" includes CITY'S officers, officials, employees, agents, representatives, and certified volunteers.

(c) CONTRACTOR expressly agrees that the indemnity set forth above is intended to be as broad and inclusive as is permitted by the law of the State of California.

(d) The indemnification obligations of CONTRACTOR set forth in this Section 8 will survive termination of this Agreement.

(e) The requirement as to the types and limits of insurance coverage to be maintained by CONTRACTOR as set forth in Section 12 are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to the provisions of this Section 8.

9. **ASSIGNABILITY.** This Agreement is for CONTRACTOR'S unique services. CONTRACTOR may not assign the benefits or burdens of this Agreement without CITY'S prior written consent.

10. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of the method and manner in which the services are performed hereunder. CONTRACTOR is free to contract for similar services to be performed for other entities while this Agreement is in effect with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of how the services are provided or to exercise a measure of control over the services means that CONTRACTOR will follow the direction of the CITY as to end results only.



## ANIMAL SHELTERING SERVICES CONTRACT

11. **RECORDS RETENTION.** CONTRACTOR will maintain full and accurate records with respect to all services provided under this Agreement. CONTRACTOR will retain such records for at least three (3) years after termination or final payment under this Agreement.

12. **INSURANCE.**

(a) At all times during the term of this Agreement, CONTRACTOR will maintain the following types of Insurance with coverage limits complying, at a minimum, with the limits set forth below.

Type of Insurance	Limits (Combined Single)
Commercial general liability:	\$1,000,000
Business automobile liability:	\$1,000,000
Workers compensation:	Statutory limits

(b) Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 10 01. The amount of insurance set forth above will be \$1,000,000 per occurrence -- \$2,000,000 aggregate for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insured's" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence", not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to CITY.

(c) Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 07 97, or similar form for CONTRACTOR owned autos.

(d) CONTRACTOR will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing the insurance required under this Agreement and such other evidence of insurance or copies of policies as maybe reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company rating of "A:VII."

(e) Should CONTRACTOR, for any reason fail to maintain the insurance required by this Agreement, CITY may, after providing reasonable written notice to CONTRACTOR, obtain such coverage at CONTRACTOR'S expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate this Agreement pursuant to Section 7.

13. **NOTICES.** All written communications by one party to the other will be sent as follows:



## ANIMAL SHELTERING SERVICES CONTRACT

CITY	CONTRACTOR
City Manager	Randy Sheriff spcaLA 5026 West Jefferson Blvd. Los Angeles, CA 90016
City of Lawndale	
14717 Burlin Avenue	
Lawndale, CA 90260	

Any such written communications will be conclusively deemed to have been received by the addressee at the time of actual delivery when sent by certified or registered mail, return receipt requested, postage prepaid. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notices in the manner prescribed in this paragraph.

14. **INTERPRETATION.** This Agreement will be construed in accordance with the laws of the State of California, and exclusive venue for any dispute involving this Agreement will be in Los Angeles County.

15. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other Agreements express or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

16. **EFFECT OF CONFLICT.** In the event of any conflict or inconsistency between any provision of this Agreement, and any other document or agreement, whether oral or written, the provisions of this Agreement will govern and control.

17. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.

18. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

19. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment executed by both parties. CITY'S city manager, or designee, may execute any such amendment on behalf of CITY.

20. **COVENANTS AND CONDITIONS.** The Parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

21. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and not affect the interpretation of this Agreement.



## ANIMAL SHELTERING SERVICES CONTRACT

22. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to acts of God, fire, flood, earthquake, explosion, hostilities, war, strikes, embargo, riots, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' control, then this Agreement will immediately terminate without obligation of either party to the other.

23. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

24. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

**[SIGNATURE PAGE TO FOLLOW]**





## ANIMAL SHELTERING SERVICES CONTRACT

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first hereinabove written.

### "CITY"

City of Lawndale

(Print Name of "CITY")  
A general law city and Municipal Corporation

By: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### "CONTRACTOR"

*The Los Angeles Society for the Prevention of  
Cruelty to Animals*

By: \_\_\_\_\_

Title: President

Date: 5/9/19

By: \_\_\_\_\_

Title: Chief Financial Officer

Date: 05/09/19

### "ATTEST"

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: City Clerk

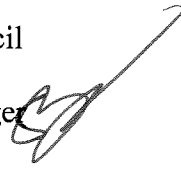


# CITY OF LAWDALE

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

DATE: September 3, 2019

TO: Honorable Mayor and City Council

PREPARED BY: Stephen N. Mandoki, City Manager 

SUBJECT: South Bay Workforce Investment Board Appointment – Business Private Sector Representative

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## BACKGROUND

In 1983, the city entered into a joint powers agreement with the cities of El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Manhattan Beach, and Redondo Beach to establish an employment and training system under the federal Job Training Partnership Act. The agreement established a Business Private Industry Council consisting of representatives from (a) the private sector and (b) educational agencies, organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and the public employment service. Each member city appoints representatives to the Business Private Industry Council on the basis of the proportion of its respective share of funds received under the act. The City of Lawndale has two (2) Business Private Industry Council seats with the South Bay Workforce Investment Board (SBWIB).

On April 4, 2016, the City Council appointed Dr. Sandra G. Horwitz to one of the positions for a term of July 1, 2016 to June 30, 2020.

Dr. Horwitz has retired and will no longer be serving on the SBWIB. As such a replacement is needed and the SBWIB has submitted a recommendation of Ms. Jarmene DeArmas, owner and director of WiiTots Development Center in Lawndale, as the candidate to replace Dr. Horwitz.

## STAFF REVIEW

The South Bay Workforce Investment Board (SBWIB) has officially informed the City of the current vacancy and has provided a recommendation to the City.

## LEGAL REVIEW

Not required

## FISCAL IMPACT

No fiscal impact or funding needed.

## RECOMMENDATION

Staff recommends that the City Council appoint Ms. Jarmene DeArmas to the SBWIB to fill the current vacancy thereby allowing the SBWIB to then ratify the City Council's appointment.





# CITY OF LAWDALE

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

DATE: September 3, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/ City Treasurer 

SUBJECT: Park Development Fee Disclosure Report for Fiscal Year Ended June 30, 2019

## BACKGROUND

In accordance with the Mitigation Fee Act (Government Code (GC) Section 66000 et seq.), the City of Lawndale imposes and collects a \$400 park development fees on new construction. As required, these fees are segregated into a separate interest bearing Park Development Fee Fund restricted for the use of park development.

The Lawndale Municipal Code (LMC), Section 12.34.060 requires an annual accounting of park development fees collected, expended and unexpended balances at the beginning and end of the fiscal year. The LMC requires the information to be made publicly available within sixty days after the close of the fiscal year and reviewed at the next scheduled city council meeting not less than fifteen days after the information becomes available.

## STAFF REVIEW

For the fiscal year ended June 30, 2019, the unexpended park development fees increased \$17,594.02. No expenditures were incurred during the year leaving an unexpended balance of \$33,173.69 as follows:

Beginning Fund Balance, 7/1/18		\$15,579.67
Park Development Fees Collected	\$17,492.00	
Interest Earned	<u>102.02</u>	
Total Revenue FY 2018-19		17,594.02
Expenditures FY 2018-19		<u>-0-</u>
Ending Fund Balance, 6/30/19		<u>\$33,173.69</u>

The unexpended balance has accumulated as follows:

FYE 6/30	Beginning Unexpended Balance	Park Development Fees	Interest Earned	Total FY Revenue	Expenditures	Ending Unexpended Balance
2019	15,579.67	17,492.00	102.02	17,594.02	0.00	33,173.69
2018	10,715.13	4,800.00	64.54	4,864.54	0.00	15,579.67
2017	9,056.05	1,600.00	59.08	1,659.08	0.00	10,715.13
2016	8,995.67	0.00	60.38	60.38	0.00	9,056.05
2015	8,133.26	800.00	62.41	862.41	0.00	8,995.67
2014	7,707.72	400.00	25.54	425.54	0.00	8,133.26
2013	6,882.95	800.00	24.77	824.77	0.00	7,707.72
2012	6,863.26	0.00	19.69	19.69	0.00	6,882.95
2011	4,837.54	2,000.00	25.72	2,025.72	0.00	6,863.26
2010	4,780.40	0.00	57.14	57.14	0.00	4,837.54

Park development fees have not been expended since June 2009 when \$59,560 of fees were used for the Charles B Hooper Park development. Fees have been collected annually, however, because Lawndale is a built out city, collections are not sufficient to support any significant park development project. Last fiscal year, it was noted that the collections would be used for park signage. However, park development fees were not used since it was later determined that signage to rename a park did not qualify as a public improvement. At this time, a viable park improvement project needs to be identified.

#### LEGAL REVIEW

Not applicable.

#### FISCAL IMPACT

Not applicable.

#### RECOMMENDATION

Direct staff to report back to Council by the first meeting in January 2020 (180 days after fiscal year end as required by GC 66006(b)(1) identify a park improvement project(s), funding requirements and project timing.

**RESOLUTION NO. CC-1909-043**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWDALE, CALIFORNIA  
AUTHORIZING CERTAIN CLAIMS AND DEMANDS  
IN THE SUM OF \$81,021.47**

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

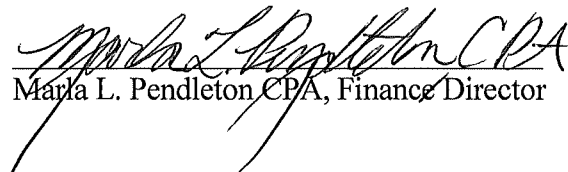
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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 following claims and demands are hereby authorized in the accounts herein after set forth.

Effective Date: September 3, 2019

Certified by:

  
Marla L. Pendleton CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 3<sup>rd</sup> day of September, 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 of the City of Lawndale duly approved and adopted the foregoing Resolution No.

CC-1909-043 at a regular meeting of said Council held on the 3<sup>rd</sup> day of September, 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 Kearney					
Daniel Reid					
Bernadette Suarez					

Rhonda Hofmann Gorman, City Clerk

# Check Register Report

Date: 08/27/2019  
Time: 2:39 pm  
Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
198167	08/20/2019	Reconciled		7332	J. SANTILLANA CONTRACTORS	DEPOSIT FOR ABATEMENT SVCS	1,500.00
198168	08/22/2019	Printed		7293	BRINKS INC	ARMORED SVCS AUGUST 2019	159.18
198169	08/22/2019	Reconciled		5503	JA'VONDA JONES	CLASS INSTRUCTOR FEES JUL-2019	616.00
198170	08/22/2019	Reconciled		0337	MANAGED HEALTH NETWORK	EMP. ASSIST PROGRAM-AUG-19	91.96
198171	08/22/2019	Reconciled		7333	CARLOS SALAZAR	REFUND DUPLICATE BUS LIC FEE	124.14
198172	08/22/2019	Reconciled		6379	SHI	SONIC WALL LICENSE 2 YRS	2,975.95
198173	08/22/2019	Printed		0346	SPARKLETT'S	WATER BOTTLE SVCS-JULY 2019	772.66
198174	08/22/2019	Printed		7334	SUDDUTH'S CONSTRUCTION, INC	REFUND BLDG PRMT PR20190000768	361.56
198175	08/22/2019	Printed		2002	THE STANDARD, UNIT 22	LTD INS PREM-AUGUST 2019	1,533.70
198176	08/22/2019	Printed		0466	TRAVEL TECH TOURS	SR TRAVEL CLUB TRIP-07/30/19	4,299.00
198177	08/22/2019	Reconciled		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
198178	08/22/2019	Reconciled		3373	VERIZON WIRELESS	CELL PHONE SVCS 7/04-8/03/19	454.28
198179	09/03/2019	Printed		2615	A-THRONE CO., INC	PORTABLE RESTROOM 8/14-9/10/19	95.11
198180	09/03/2019	Printed		7263	ACCOUNTING PRINCIPALS INC	TEMP SVCS-WK END 8/18/2019	2,188.80
198181	09/03/2019	Printed		7335	FRANCIS AGYAPONG	REFUND SECURITY DEPOSIT	946.10
198182	09/03/2019	Printed		3923	AMERICAN SOCCER CO., INC.	YOUTH BASKETBALL UNIFORM	19.38
198183	09/03/2019	Printed		6608	BELLAGIO CAR WASH	MSD/SHERIFF CAR WASH JUNE 2019	130.00
198184	09/03/2019	Printed		0615	CLEANSTREET	STREET SWEEPING SVCS JULY 2019	15,830.00
198185	09/03/2019	Printed		5361	ROSALIND COOK	INSTRUCTOR FEES LINE DANCE	254.80
198186	09/03/2019	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINT APPLICANT (6)	192.00
198187	09/03/2019	Printed		6565	TONY DETTORE	SENIOR LUNCHEON PERFORMER	160.00
198188	09/03/2019	Printed		5725	E & H TROPHY AND ENGRAVING	RECOGNITION PLAQUES 4 - 8 X10	187.25
198189	09/03/2019	Printed		6661	EHS INTERNATIONAL INC	BACKHOE/LOADER TRAINING PWD	1,825.00
198190	09/03/2019	Printed		6122	PAUL ELLIS	GUITAR INSTRUCTOR FEE SUMM-19	672.00
198191	09/03/2019	Printed		4796	ERICA HARBISON	PRSSC MEETING STIPEND 8/12/19	50.00
198192	09/03/2019	Printed		7330	PEDRO HERNANDEZ	REFUND DEMOLITION DEPOSIT	4,590.00
198193	09/03/2019	Printed		6051	INFANTE BROS LAWNMOVER SHOP	AIR FILTER BLOWER EQUIPMENT	65.54
198194	09/03/2019	Printed		3071	JEROME JOHNSON	BASKETBALL REFEREE SVCS 7/2019	2,650.00
198195	09/03/2019	Printed		7104	KILGORE FITNESS SVC, LLC	CC FITNESS RM QRTLY MAINT. JUL	190.00
198196	09/03/2019	Printed		0204	L.A. COUNTY CLERK'S OFFICE	POSTING FEE FOR ENVIRONMENTAL	150.00
198197	09/03/2019	Printed		0211	L.A. NEWSPAPER GROUP	LEGAL ADS DB(11306190)	125.00
198198	09/03/2019	Printed		7336	AZAM MALAM	REFUND SECURITY DEPOSIT	500.00
198199	09/03/2019	Printed		6428	MINUTEMAN PRESS OF GARDENA	EMBOSSED BUS. CARD TEMPLATES	1,045.89
198200	09/03/2019	Printed		4332	MR. CAT PRODUCTIONS	DJ SERVICES 09/14/19	2,855.00
198201	09/03/2019	Printed		7047	PRECISION AUTO CARE, INC	SMOG CHECK FOR VEHICLE #500	116.50
198202	09/03/2019	Printed		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING AUG 13, 2019	39.36
198203	09/03/2019	Printed		7319	SHARI PUERTO	BAND FOR LAWDALE BLUES9/14/19	1,100.00
198204	09/03/2019	Printed		4457	Q PRESS	LAWNDALIAN FALL 2019 PRINTING	6,756.78
198205	09/03/2019	Printed		6698	SHIRLEY RUDOLPH	PRSSC MEETING STIPEND 8/12/19	50.00
198206	09/03/2019	Printed		7337	SOSAIA SEKONA	REFUND SECURITY DEP. 8/10/2019	773.01
198207	09/03/2019	Printed		2051	MADONNA SITKA	PRSSC MEETING STIPEND 8/12/19	50.00
198208	09/03/2019	Printed		6810	SMOKE GUARD CALIFORNIA INC	ANNUAL SMOKE GUARD SVCS	2,350.00
198209	09/03/2019	Printed		4533	SOUTH BAY LANDSCAPING INC	MONTHLY LANDSCAP MAINT. SVCS	18,775.00
198210	09/03/2019	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS SENIORS PROGR	59.00

# Check Register Report

Date: 08/27/2019  
Time: 2:39 pm  
Page: 2

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
198211	09/03/2019	Printed		7338	REINA TORRES	REFUND SECURITY DEP. 8/17/19	500.00
198212	09/03/2019	Printed		2883	UNDERGROUND SERVICE ALERT SC	MONTHLY DATABASE MAINT. FEE	97.45
198213	09/03/2019	Printed		4526	URBAN RESTORATION GROUP	GRAFFITI REMOVAL SUPPLIES	1,068.08
198214	09/03/2019	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	153.47
198215	09/03/2019	Printed		7331	HONG VU	REFUND DEMOLITION DEPOSIT	30.00
198216	09/03/2019	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND 8/12/19	50.00
198217	09/03/2019	Printed		7278	MARTHA ZAMBRANO	MEXICAN FOLKLORIC DANCE CLASS	1,417.50

Total Checks: 51      Checks Total (excluding void checks): 81,021.47

Total Payments: 51      Bank Total (excluding void checks): 81,021.47

Total Payments: 51      Grand Total (excluding void checks): 81,021.47



# Edit List of Invoices - Summary

Date: 08/20/2019

Time: 9:44 am

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71605	J. SANTILLANA CONTRACTORS	08/20/2019	08/20/2019	00017268	08/20/2019	DEPOSIT FOR ABATEMENT SVCS	1,500.00
Vendor Total:							1,500.00

Grand Total: 1,500.00

Less Credit Memos: 0.00

Net Total: 1,500.00

Less Hand Check Total: 0.00

Outstanding Invoice Total: 1,500.00

Total Invoices: 1

# Edit List of Invoices - Summary

Date: 08/22/2019

Time: 8:40 am

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
71608	BRINKS INC	44583701	08/22/2019	00017213	08/01/2019	ARMORED SVCS AUGUST 2019	159.18
						Vendor Total:	159.18
71635	JA'VONDA JONES	7-2019	08/22/2019	00017263	07/30/2019	CLASS INSTRUCTOR FEES JUL-2	616.00
						Vendor Total:	616.00
71606	MANAGED HEALTH NETWORK	PRM-041528	08/22/2019		08/01/2019	EMP. ASSIST PROGRAM-AUG-19	91.96
						Vendor Total:	91.96
71607	CARLOS SALAZAR	FRONT/74086	08/22/2019		08/08/2019	REFUND DUPLICATE BUS LIC FEI	124.14
						Vendor Total:	124.14
71609	SHI	B10393507	08/22/2019	00017230	08/08/2019	SONIC WALL LICENSE 2 YRS	2,975.95
						Vendor Total:	2,975.95
71610	SPARKLETTS	4457266080119	08/22/2019	00017267	08/01/2019	WATER BOTTLE SVCS-JULY 2019	772.66
						Vendor Total:	772.66
71612	SUDDUTH'S CONSTRUCTION, INC	F/73803	08/22/2019		07/11/2019	REFUND BLDG PRMT PR20190000	361.56
						Vendor Total:	361.56
71636	THE STANDARD, UNIT 22	AUGUST-19	08/22/2019		08/01/2019	LIFE INS PREM-AUG 2019	651.00
71637	THE STANDARD, UNIT 22	AUGUST-19-AD&D	08/22/2019		08/01/2019	AD&D INS PREM-AUG 2019	77.50
71638	THE STANDARD, UNIT 22	AUGUST-2019-LTD	08/22/2019		08/01/2019	LTD INS PREM-AUGUST 2019	805.20
						Vendor Total:	1,533.70
71639	TRAVEL TECH TOURS	08/13/2019	08/22/2019	0017203A	08/13/2019	SR TRAVEL CLUB TRIP-07/30/19	4,299.00
						Vendor Total:	4,299.00
71613	VERIZON WIRELESS	9835360270	08/22/2019		08/03/2019	CELL PHONE SVCS 7/04-8/03/19	454.28
71614	VERIZON WIRELESS	9835306399	08/22/2019		08/02/2019	M2M ACCOUNT SHARE DATA LINE	25.02
						Vendor Total:	479.30

Total Invoices: 13

Grand Total:	11,413.45
Less Credit Memos:	0.00
Net Total:	11,413.45
Less Hand Check Total:	0.00
Outstanding Invoice Total:	11,413.45

Date: 08/27/2019

Time: 10:45 am

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71661	ACCOUNTING PRINCIPALS INC	10693619	09/03/2019	00017217	08/11/2019	TEMP SVCS-WK END 8/11/19	1,094.40
71662	ACCOUNTING PRINCIPALS INC	10717202	09/03/2019	00017217	08/18/2019	TEMP SVCS-WK END 8/18/2019	1,094.40
						Vendor Total:	2,188.80
71640	FRANCIS AGYAPONG	73522	09/03/2019		06/17/2019	REFUND SECURITY DEPOSIT	946.10
						Vendor Total:	946.10
71642	AMERICAN SOCCER CO., INC.	6581432	09/03/2019		07/29/2019	YOUTH BASKETBALL UNIFORM	19.38
						Vendor Total:	19.38
71641	A-THRONE CO., INC	594585	09/03/2019	00017260	08/14/2019	PORTABLE RESTROOM 8/14-9/10	95.11
						Vendor Total:	95.11
71618	BELLAGIO CAR WASH	JULY 2019	09/03/2019		07/31/2019	MSD/SHERIF CAR WASH JULY 20	65.00
71619	BELLAGIO CAR WASH	JUNE 2019	09/03/2019		07/02/2019	MSD/SHERIFF CAR WASH JUNE 2	65.00
						Vendor Total:	130.00
71621	CLEANSTREET	94893	09/03/2019	00017182	07/31/2019	STREET SWEEPING SVCS JULY 2	15,830.00
						Vendor Total:	15,830.00
71643	ROSALIND COOK	1106A	09/03/2019	00017262	08/08/2019	INSTRUCTOR FEES LINE DANCE	254.80
						Vendor Total:	254.80
71615	DEPARTMENT OF JUSTICE	396625	09/03/2019		08/05/2019	FINGERPRINT APPLICANT (6)	192.00
						Vendor Total:	192.00
71666	TONY DETTORE	080619	09/03/2019		08/06/2019	SENIOR LUNCHEON PERFORMER	160.00
						Vendor Total:	160.00
71616	E & H TROPHY AND ENGRAVING	29861	09/03/2019		08/06/2019	RECOGNITION PLAQUES 4 - 8 X11	187.25
						Vendor Total:	187.25
71622	EHS INTERNATIONAL INC	3-17999	09/03/2019	00017258	07/22/2019	BACKHOE/LOADER TRAINING PV	1,825.00
						Vendor Total:	1,825.00
71644	PAUL ELLIS	19A	09/03/2019	00017236	08/12/2019	GUITAR INSTRUCTOR FEE SUMM	672.00
						Vendor Total:	672.00
71645	ERICA HARBISON	081219	09/03/2019	00017198	08/12/2019	PRSSC MEETING STIPEND 8/12/1	50.00
						Vendor Total:	50.00
71617	PEDRO HERNANDEZ	F/74084	09/03/2019		08/08/2019	REFUND DEMOLITION DEPOSIT	4,590.00
						Vendor Total:	4,590.00

# Edit List of Invoices - Summary

Date: 08/27/2019

Time: 10:45 am

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71624	INFANTE BROS LAWNMOVER SHOP	36998	09/03/2019		08/14/2019	AIR FILTER BLOWER EQUIPMEN	65.54
						Vendor Total:	65.54
71646	JEROME JOHNSON	08122019	09/03/2019	00017254	07/31/2019	BASKETBALL REFEREE SVCS 8/2	1,060.00
71647	JEROME JOHNSON	07312019	09/03/2019	00017254	07/31/2019	BASKETBALL REFEREE SVCS 7/2	1,590.00
						Vendor Total:	2,650.00
71648	KILGORE FITNESS SVC, LLC	1704	09/03/2019		07/13/2019	CC FITNESS RM QRTLTY MAINT. J	190.00
						Vendor Total:	190.00
71625	L.A. COUNTY CLERK'S OFFICE		09/03/2019		08/12/2019	POSTING FEE FOR ENVIRONMEN	75.00
71626	L.A. COUNTY CLERK'S OFFICE		09/03/2019		08/15/2019	POSTING FEE FOR ENVIRONMEN	75.00
						Vendor Total:	150.00
71663	L.A. NEWSPAPER GROUP		09/03/2019	00017162	08/21/2019	LEGAL ADS DB(11306190)	125.00
		00113009864-5007750-CCD				Vendor Total:	125.00
71650	AZAM MALAM	73311	09/03/2019		05/29/2019	REFUND SECURITY DEPOSIT	500.00
						Vendor Total:	500.00
71664	MINUTEMAN PRESS OF GARDENA	17652	09/03/2019	00017200	08/20/2019	BUSINESS CARD IMPRINTS #332	55.44
71665	MINUTEMAN PRESS OF GARDENA	17653	09/03/2019	00017200	08/20/2019	EMBOSSSED BUS. CARD TEMPLA	990.45
						Vendor Total:	1,045.89
71651	MR. CAT PRODUCTIONS	197-009	09/03/2019	00017253	08/26/2019	DJ SERVICES 09/14/19	2,855.00
						Vendor Total:	2,855.00
71627	PRECISION AUTO CARE, INC	0085304	09/03/2019	00017212	08/02/2019	SMOG CHECK FOR VEHICLE #471	58.25
71628	PRECISION AUTO CARE, INC	0085306	09/03/2019	00017212	08/02/2019	SMOG CHECK FOR VEHICLE #501	58.25
						Vendor Total:	116.50
71629	PRUDENTIAL OVERALL SUPPLY	42433171	09/03/2019	00017174	08/13/2019	UNIFORM CLEANING AUG 13, 201	39.36
						Vendor Total:	39.36
71652	SHARI PUORTO	15004	09/03/2019	00017251	08/12/2019	BAND FOR LAWNDAL BLUES9/1	1,100.00
						Vendor Total:	1,100.00
71653	Q PRESS	2019138	09/03/2019		08/12/2019	DESIGNING OF CITY LOGO	350.00
71654	Q PRESS	2019137	09/03/2019		08/12/2019	2019 JAZZ FESTIVAL POSTCARD	535.21
71667	Q PRESS	2019136	09/03/2019	00017176	08/12/2019	LAWNDALIAN FALL 2019 PRINTIN	5,871.57
						Vendor Total:	6,756.78
71655	SHIRLEY RUDOLPH	081219	09/03/2019	00017188	08/12/2019	PRSSC MEETING STIPEND 8/12/1	50.00

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	<u>50.00</u>
71657	SOSAIA SEKONA	73040	09/03/2019		05/06/2019	REFUND SECURITY DEP. 8/10/201	<u>773.01</u>
						Vendor Total:	<u>773.01</u>
71649	MADONNA SITKA	081219	09/03/2019	00017191	08/12/2019	PRSSC MEETING STIPEND 8/12/1	<u>50.00</u>
						Vendor Total:	<u>50.00</u>
71630	SMOKE GUARD CALIFORNIA INC	1025.3	09/03/2019	00017255	08/06/2019	ANNUAL SMOKE GUARD SVCS	<u>2,350.00</u>
						Vendor Total:	<u>2,350.00</u>
71631	SOUTH BAY LANDSCAPING INC	19076	09/03/2019	00017240	07/31/2019	MONTHLY LANDSCAP MAINT. SV	<u>18,775.00</u>
						Vendor Total:	<u>18,775.00</u>
71656	THE SALVATION ARMY	3609	09/03/2019		07/31/2019	MEALS ON WHEELS SENIORS PF	<u>59.00</u>
						Vendor Total:	<u>59.00</u>
71658	REINA TORRES	73721	09/03/2019		07/03/2019	REFUND SECURITY DEP. 8/17/19	<u>500.00</u>
						Vendor Total:	<u>500.00</u>
71633	UNDERGROUND SERVICE ALERT SC	720190409	09/03/2019	00017257	08/01/2019	MONTHLY DATABASE MAINT. FEI	<u>97.45</u>
						Vendor Total:	<u>97.45</u>
71632	URBAN RESTORATION GROUP	00023325	09/03/2019	00017192	08/06/2019	GRAFFITI REMOVAL SUPPLIES	<u>1,068.08</u>
						Vendor Total:	<u>1,068.08</u>
71634	VISTA PAINT	2019-016160-00	09/03/2019	00017183	08/10/2019	GRAFFITI SUPPLIES	<u>153.47</u>
						Vendor Total:	<u>153.47</u>
71623	HONG VU	12/18/2018	09/03/2019		12/18/2018	REFUND DEMOLITION DEPOSIT	<u>30.00</u>
						Vendor Total:	<u>30.00</u>
71659	DANIEL T WOODS	081219	09/03/2019	00017193	08/12/2019	PRSSC MEETING STIPEND 8/12/1	<u>50.00</u>
						Vendor Total:	<u>50.00</u>
71660	MARTHA ZAMBRANO	002	09/03/2019	0017235A	08/13/2019	MEXICAN FOLKLORIC DANCE CL	<u>1,417.50</u>
						Vendor Total:	<u>1,417.50</u>
							<u>Grand Total:</u>
							68,108.02
							<u>Less Credit Memos:</u>
							0.00
							<u>Net Total:</u>
							68,108.02
							<u>Less Hand Check Total:</u>
							0.00
							<u>Outstanding Invoice Total:</u>
							68,108.02
				Total Invoices: 47			



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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
100-160-515.100	Telecommunications						
	VERIZON WIRELESS	9835360270	CELL PHONE SVCS 7/04-8/03/1	198178	08/22/2019	08/22/2019	416.27
	VERIZON WIRELESS	9835306399	M2M ACCOUNT SHARE DATA L	198177	08/22/2019	08/22/2019	25.02
							<u>441.29</u>
100-160-515.400	Water						
	SPARKLETT'S	4457266080119	WATER BOTTLE SVCS-JULY 2019	198173	08/22/2019	08/22/2019	772.66
							<u>772.66</u>
							<u>2,259.84</u>
							<b>Total Dept. General Operations:</b>
<b>Dept: 180 Information Systems</b>							
100-180-510.400	Subscriptions/Pu						
	SHI	B10393507	SONIC WALL LICENSE 2 YRS	198172	08/22/2019	08/22/2019	2,975.95
							<u>2,975.95</u>
							<u>2,975.95</u>
							<b>Total Dept. Information Systems:</b>
<b>Dept: 190 Finance</b>							
100-190-530.101	Bank Fees						
	BRINKS INC	44583701	ARMORED SVCS AUGUST 2019	198168	08/22/2019	08/22/2019	159.18
							<u>159.18</u>
100-190-530.210	Temporary Staff						
	ACCOUNTING PRINCIPALS I	10693619	TEMP SVCS-WK END 8/11/19	198180	09/03/2019	09/03/2019	1,094.40
	ACCOUNTING PRINCIPALS I	10717202	TEMP SVCS-WK END 8/18/2019	198180	09/03/2019	09/03/2019	1,094.40
							<u>2,188.80</u>
							<u>2,347.98</u>
							<b>Total Dept. Finance:</b>
<b>Dept: 210 Police Services</b>							
100-210-520.510	Equipment Maint						
	BELLAGIO CAR WASH	JULY 2019	MSD/SHERIFF CAR WASH JULY	198183	09/03/2019	09/03/2019	40.00
	BELLAGIO CAR WASH	JUNE 2019	MSD/SHERIFF CAR WASH JUN	198183	09/03/2019	09/03/2019	35.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Dept: 300 Municipal Services</b>							
100-300-520.600	Vehicle Maintena						
	BELLAGIO CAR WASH	JULY 2019	MSD/SHERIF CAR WASH JULY	198183	09/03/2019	09/03/2019	25.00
	BELLAGIO CAR WASH	JUNE 2019	MSD/SHERIFF CAR WASH JUN	198183	09/03/2019	09/03/2019	30.00
							<u>55.00</u>
<b>Total Dept. Police Services:</b>							
							<u>75.00</u>
							<u>75.00</u>
100-300-540.170	Abatemt Cost						
	J. SANTILLANA CONTRACT	08/20/2019	DEPOSIT FOR ABATEMENT SV	198167	08/20/2019	08/20/2019	1,500.00
							<u>1,500.00</u>
<b>Total Dept. Municipal Services:</b>							
							<u>1,555.00</u>
<b>Dept: 320 Grounds Maintenance</b>							
100-320-510.500	Uniforms						
	PRUDENTIAL OVERALL SUP	424333171	UNIFORM CLEANING AUG 13, .	198202	09/03/2019	09/03/2019	39.36
							<u>39.36</u>
100-320-510.600	Staff Training & E						
	EHS INTERNATIONAL INC	3-17999	BACKHOE/LOADER TRAINING	198189	09/03/2019	09/03/2019	1,825.00
							<u>1,825.00</u>
100-320-520.100	Maintenance Sup						
	URBAN RESTORATION GRO	00023325	GRAFFITI REMOVAL SUPPLIES	198213	09/03/2019	09/03/2019	1,068.08
							<u>1,068.08</u>
100-320-520.120	Building Equipme						
	SMOKE GUARD CALIFORNIA	1025.3	ANNUAL SMOKE GUARD SVC	198208	09/03/2019	09/03/2019	2,350.00
							<u>2,350.00</u>
100-320-520.500	Equipment Renta						
	VERIZON WIRELESS	9835360270	CELL PHONE SVCS 7/04-8/03/1	198178	08/22/2019	08/22/2019	38.01



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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
100-320-520.510	Equipment Maint						<u>38.01</u>
	INFANTE BROS LAWNMOVE	36998	AIR FILTER BLOWER EQUIPM	198193	09/03/2019	09/03/2019	65.54
							<u>65.54</u>
100-320-530.100	Contract Services						
	SOUTH BAY LANDSCAPING	19076	MONTHLY LANDSCAP MAINT.	198209	09/03/2019	09/03/2019	11,235.00
							<u>11,235.00</u>
							<u>16,620.99</u>
							<b>Total Dept. Grounds Maintenance:</b>
							<u>16,620.99</u>
<b>Dept: 330 Street Maintenance</b>							
100-330-520.320	Landscape Maint						
	SOUTH BAY LANDSCAPING	19076	MONTHLY LANDSCAP MAINT.	198209	09/03/2019	09/03/2019	7,540.00
							<u>7,540.00</u>
100-330-530.100	Contract Services						
	UNDERGROUND SERVICE A	720190409	MONTHLY DATABASE MAINT. I	198212	09/03/2019	09/03/2019	97.45
							<u>97.45</u>
							<u>7,637.45</u>
							<b>Total Dept. Street Maintenance:</b>
							<u>7,637.45</u>
							<u>34,096.60</u>
							<b>Total Fund General Fund:</b>
							<u>34,096.60</u>
<b>Fund: 201 Gas Tax Fund</b>							
<b>Dept: 330 Street Maintenance</b>							
201-330-520.400	Street Maintenance						
	VISTA PAINT	2019-016160-00	GRAFFITI SUPPLIES	198214	09/03/2019	09/03/2019	153.47
							<u>153.47</u>
201-330-520.600	Vehicle Maintena						
	PRECISION AUTO CARE, INC	0085304	SMOG CHECK FOR VEHICLE #	198201	09/03/2019	09/03/2019	58.25
	PRECISION AUTO CARE, INC	0085306	SMOG CHECK FOR VEHICLE #	198201	09/03/2019	09/03/2019	58.25

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[illegible]

Fund: 244 Measure R Fund				
Dept: 310 Public Works Admin.				
244-310-700.146	Street Improvement	POST FEE 8/12/19	POSTING FEE FOR ENVIRONMENTAL	198196
	L.A. COUNTY CLERK'S OFFICE			09/03/2019
				09/03/2019
				75.00
Total Dept. Public Works Admin.:				75.00
Total Fund Measure R Fund:				75.00

Fund: 271	STPL Metro Exchange
Dept: 310	Public Works Admin.
271-310-700.264	Traffic Signal Mai
L.A. COUNTY CLERK'S OFFICE	POSTING FEE FOR ENVIRONM
198196	09/03/2019
09/03/2019	
37.50	
Total Dept. Public Works Admin.:	37.50
nd STPL Metro Exchange:	37.50

<b>Fund: 275 Measure R Grant Traffic</b>					
<b>Dept: 310 Public Works Admin.</b>					
<b>275-310-700.127 Traffic Signal Imp</b>					
L.A. COUNTY CLERK'S OFFICE POSTING FEE 08/15/2019	POSTING FEE FOR ENVIRONMENTAL REVIEW	198196	09/03/2019	09/03/2019	37.50

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							<u>37.50</u>
Total Dept. Public Works Admin.:							<u>37.50</u>
ure R Grant Traffic Signal:							<u>37.50</u>
<b>Fund: 277 Community Serv Fund:</b>							
<b>Dept: 000</b>							
277-000-425.101	Community Centi						
	AGYAPONG/FRANCIS//	73522	REFUND SECURITY DEPOSIT	198181	09/03/2019	09/03/2019	-53.90
	SEKONA/SOSAIA//	73040	REFUND SECURITY DEP. 8/10,	198206	09/03/2019	09/03/2019	-60.87
	SEKONA/SOSAIA//	73040	REFUND SECURITY DEP. 8/10,	198206	09/03/2019	09/03/2019	-103.92
	SEKONA/SOSAIA//	73040	REFUND SECURITY DEP. 8/10,	198206	09/03/2019	09/03/2019	-312.20
							<u>-530.89</u>
Total Dept. 000:							<u>-530.89</u>
<b>Dept: 510 Community Services Pl</b>							
277-510-501.200	Salaries - Electec						
	HARBISON/ERICA//	081219	PRSSC MEETING STIPEND 8/1	198191	09/03/2019	09/03/2019	50.00
	RUDOLPH/SHIRLEY//	081219	PRSSC MEETING STIPEND 8/1	198205	09/03/2019	09/03/2019	50.00
	SITKA/MADONNA//	081219	PRSSC MEETING STIPEND 8/1	198207	09/03/2019	09/03/2019	50.00
	WOODS/DANIEL T//	081219	PRSSC MEETING STIPEND 8/1	198216	09/03/2019	09/03/2019	50.00
							<u>200.00</u>
277-510-510.200	Reprographics						
	Q PRESS	2019136	LAWNDALIAN FALL 2019 PRIN	198204	09/03/2019	09/03/2019	5,871.57
							<u>5,871.57</u>
277-510-520.510	Equipment Maint						
	KILGORE FITNESS SVC, LLC	1704	CC FITNESS RM QRTLY MAIN	198195	09/03/2019	09/03/2019	190.00
							<u>190.00</u>
277-510-530.100	Contract Services						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
278-510-540.410	Senior Activities						
	THE SALVATION ARMY///	3609	MEALS ON WHEELS SENIORS	198210	09/03/2019	09/03/2019	59.00
							<u>59.00</u>
							<u>1,199.00</u>
							Dept. Community Services Programs:
							<u>1,199.00</u>
							Community Serv-Sr. Activities:
							<u>1,199.00</u>
<b>Fund: 279</b>	<b>Community Development</b>						
<b>Dept: 000</b>							
279-000-422.100	Building Permit F						
	SUDDUTH'S CONSTRUCTION	F73803	REFUND BLDG PRMT PR2019	198174	08/22/2019	08/22/2019	360.56
							<u>360.56</u>
							<u>360.56</u>
							Total Dept. 000:
							<u>360.56</u>
							Community Development:
							<u>360.56</u>
<b>Fund: 280</b>	<b>BL-AB1186</b>						
<b>Dept: 000</b>							
280-000-410.104	BL - AB1379/SB1						
	SALAZAR/CARLOS//	FRONT74086	REFUND DUPLICATE BUS LIC	198171	08/22/2019	08/22/2019	4.00
							<u>4.00</u>
							<u>4.00</u>
							Total Dept. 000:
							<u>4.00</u>
							Total Fund BL-AB1186:
							<u>4.00</u>
<b>Fund: 501</b>	<b>Deposit/Donations</b>						
<b>Dept: 000</b>							
501-000-200.303	Travel Club						
	TRAVEL TECH TOURS///	08/13/2019	SR TRAVEL CLUB TRIP-07/30/1	198176	08/22/2019	08/22/2019	3,319.00
							<u>3,319.00</u>
501-000-200.307	Community Center						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
THE STANDARD, UNIT 22		AUGUST-2019-LTD	LTD INS PREM-AUGUST 2019	198175	08/22/2019	08/22/2019	805.20
							<b>805.20</b>
<b>Total Dept. 000:</b>							<b>1,625.66</b>
<b>Employee Benefit Trust Fund:</b>							<b>1,625.66</b>
<b>Grand Total:</b>							<b>81,021.47</b>

**MINUTES OF THE  
LAWNDALE CITY COUNCIL REGULAR MEETING  
August 19, 2019**

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

Mayor Pullen-Miles called the meeting to order at 6:30 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem James H. Osborne, Councilmember Pat Kearney, Councilmember Daniel Reid, Councilmember Bernadette Suarez

Other Participants: City Clerk Rhonda Hofmann Gorman, Interim City Manager Stephen N. Mandoki, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Captain Duane Allen, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Finance Director Marla Pendleton, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos and approximately 20 audience members.

**B. CEREMONIALS**

Councilmember Reid led the flag salute and Doris Hofmann, Resident, provided the inspiration.

**C. PUBLIC SAFETY REPORT**

Captain Allen summarized recent law enforcement activities.

**D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA**

- Gary White, Resident, spoke about clean-up week around the City of Lawndale, law enforcement efforts being hindered by State legislation, the old "99 cent store" property, and Golden State Water company construction.
- Michael Kim and Dan Aboud, Residents, spoke about the fences and hedges height around their property and their safety concerns, also noted fence on the railroad and their property line was in need of repair.
- Jessica Romero, Library Manager, spoke about workshops and classes offered by the Lawndale Library.
- Pam London, Resident, spoke about new law enforcement policy on excessive force and the amendment of the Lawndale Municipal code relating to fence heights.
- Randal Abram, Resident, spoke about the enforcement of the fence and hedge height restrictions issue involving property previously addressed in public comment.



- Doris Hofmann, Resident, spoke about the volunteer's dinner and the CERT training provided by the City.

**E. COMMENTS FROM COUNCIL**

The City Council and staff responded generally to the comments, but did not request placement of any issues on a future meeting agenda.

**F. CONSENT CALENDAR**

1. **Motion to read by title only and waive further reading of all ordinances listed on the agenda**  
Recommendation: that the City Council approve.
2. **Authorizing Submittal of Application for the CalRecycle Rubberized Pavement Grant Program and all CalRecycle Grants**  
Recommendation: that the City Council adopt Resolution No. CC-1908-042, authorizing submittal of application for all CalRecycle Grants for which the City of Lawndale is eligible.
3. **2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds**  
Recommendation: that the City Council (a) approve receiving the 2019 JAG funds; (b) direct staff to submit the online application for use of the funds; and (c) direct the Finance Department to prepare a budget adjustment for \$1,304 in the above accounts.
4. **Authorization to Dispose of Compressed Natural Gas (CNG) Vehicles at Auction**  
Recommendation: that the City Council authorize three CNG Trucks, listed in the staff report, be sold at auction.
5. **Accounts Payable Register**  
Recommendation: that the City Council adopt Resolution No. CC-1908-041, authorizing the payment of certain claims and demands in the amount of \$400,101.63.
6. **Minutes of the Lawndale City Council Regular Meeting – August 5, 2019**  
Recommendation: that the City Council approve.
7. **Federally Funded Employment and Job Training – South Bay Workforce Investment Board Activities Summary**  
Recommendation: that the City Council receive and file the report.

A motion by Mayor Pro Tem Osborne to approve the consent calendar was seconded by Councilmember Kearney and carried by a vote of 5-0.

**G. ADMINISTRATION**

8. **Amending the Lawndale Municipal Code Chapter 3.12, Updating the Process of Payment for Routine Claims and Demands**

Recommendation: that the City Council approve the first reading to introduce Ordinance No. 1163-19, amending Chapter 3.12 of the Municipal Code updating the process of payment for routine claims and demands (warrants or checks drawn).

Finance Director Marla Pendleton reported on the proposed amendment to Lawndale Municipal Code Chapter 3.12, updating the Process of Payment for Routine Claims and Demands.

**A motion by Councilmember Suarez to approve the first reading to introduce Ordinance No. 1163-19, amending Chapter 3.12 of the Municipal Code updating the process of payment for routine claims and demands was seconded by Councilmember Kearney and carried by a vote of 5-0 following City Attorney Israel's reading of the title of Ordinance No. 1163-19.**

**9. Selection and Franchise Agreement Award for Integrated Solid Waste Collection and Recycling Services Contractor**

Recommendation: that the City Council (a) adopt and approve the “Integrated Solid Waste Management Services Franchise Agreement” (the “Agreement”) with Consolidated Disposal Service, LLC, dba Republic Services, for the provision of refuse and recycling collection services to the City’s commercial and residential customers; (b) authorize the City Manager and City Attorney to process the Agreement in a form that is final and substantially similar to the agreement found in the staff report; and (c) authorize the Mayor to execute the agreement.

(Note: The Maximum Rate Schedules attached to the Agreement shall be approved by separate action of the Council in accordance with Proposition 218; the action proposed now would approve only the balance of the Agreement’s terms subject to approval as to final form by the City Manager and City Attorney.)

Laith Ezzet, HF&H Consultant, provided a PowerPoint Presentation on the Selection and Franchise Agreement Award for Integrated Solid Waste Collection and Recycling Services.

**Public Comment**

Tommy Gendal, COO and Executive Vice President of Waste Resources, spoke in opposition of City Council awarding the contract to Consolidated Disposal Service, LLC, dba Republic Services.

David Fahrion, CEO of California Waste and Recycling Association, spoke on behalf of three members who proposed to be the City’s waste hauler, asked City Council to reconsider the recommendation before them.

Matt Blackburn, Vice President of Universal Waste, spoke about the commercial processing unsustainable substitutes that have been proposed by Republic, stated that their proposal offered a reduced rate structure, and asked the Council to reconsider other proposals.

A dialogue ensued between City Council and staff regarding the cause of rate increases such as initial below market rates, a decreased recycled materials market, and other legislation. The dialogue continued to clarifying Prop 218 rules, the “all in one” rate on commercial hauling, SERFF waste energy plant, diversion rate disincentive, new equipment and future replacement, and a senior citizen rate.

Ray Grothaus, General Manager of Republic Services, addressed questions regarding public benefit programs such as an internship, weekly abandon item sweeps and pick up, and annual shredding events.

**A motion by Councilmember Reid to adopt and approve the “Integrated Solid Waste Management Services Franchise Agreement” (the “Agreement”) with Consolidated Disposal Service, LLC, dba Republic Services, for the provision of refuse and recycling collection services to the City’s commercial and residential customers, authorize the City Manager and City Attorney to process the Agreement in a form that is final and substantially similar to the agreement found in the staff report, and authorize the Mayor to execute the agreement was seconded by Councilmember Kearney and carried by a vote of 5-0.**

#### **H. ITEMS FROM COUNCILMEMBERS**

**10. Request to Agendize a Discussion of the Proposed Desalination Plant Being Evaluated by West Basin Municipal Water District– requested by Councilmember Kearney**

Recommendation: that the City Council discuss this request to place an item on a future agenda, to discuss the possible opposition of the proposed El Segundo desalination plant being studied by the West Basin Municipal Water District.

Kelly Clark, Attorney for LA Waterkeeper, spoke in opposition to the Desalination Plant being evaluated by West Basin Municipal Water District.

Councilmember Kearney requested to place an item on a future agenda, to discuss the possible opposition of the proposed El Segundo desalination plant.

Councilmember Suarez wanted to bring to bring back the item for further evaluation and discussion, not for outright opposition.

A dialogue ensued between the Council and staff regarding potential information and presentations to be brought forward for Council consideration.

City Council reached a general consensus to bring back the item for further information and request presentation from representatives of both agencies.

**11. Request to Agendize a Discussion of the City’s Residential Property Report Program – Title 8 of Lawndale Municipal Code – requested by Councilmember Reid**

Recommendation: that the City Council discuss this request to add to a future agenda, the City’s Residential Property Report program for a review of its continuation and/or modification and provide direction to staff.

Councilmember Reid requested to add to a future agenda, the City’s Residential Property Report program for a review of its continuation and/or modification and provide direction to staff

City Council reached a general consensus to bring back the item for further information and direction.

**12. Mayor/Councilmember Report of Attendance at Meetings and/or Events**

Councilmember Reid attended National Night Out.

Councilmember Kearney attended the Sheriff's Liability Trust Fund Oversight Committee meeting.

Councilmember Suarez attended National Night Out and the volunteer's dinner.

Mayor Pro Tem Osborne had nothing to report.

Mayor Pullen-Miles attended the CERT program graduation, Congresswoman Maxine Waters's field hearing on homelessness issues, volunteer's dinner, and National Night Out.

**I. CLOSED SESSION**

**Mayor Pullen-Miles withdrew item number 14, Public Employee Performance Evaluation, from closed session.**

At 8:03 p.m. the City Council entered into closed session.

**13. Conference with Labor Negotiator**

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.

**~~14. Public Employee Performance Evaluation~~**

~~The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the Interim City Manager.~~

At 8:12 p.m. the City Council entered back into open session.

**City Attorney Tiffany Israel reported the City Council met in Closed Session to discuss the one item listed on the Closed Session agenda. The City Council was updated on the item number 13 and there was no reportable action taken.**

**J. ADJOURNMENT**

There being no further business to conduct, the mayor adjourned the meeting at 8:12 p.m.

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Robert Pullen-Miles, Mayor

ATTEST:

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Rhonda Hofmann Gorman, City Clerk

Approved: 9/3/2019

DRAFT



# LAWNDALE PUBLIC FINANCING AUTHORITY


14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260


PHONE (310) 973-3200, FAX (310) 644-4556

[www.lawndalecity.org](http://www.lawndalecity.org)

DATE: September 3, 2019

TO: Honorable Board of the Lawndale Public Financing Authority

FROM: Stephen N. Mandoki, Executive Director 

PREPARED BY: Marla L. Pendleton, CPA, Auditor and Treasurer 

SUBJECT: Annual Accounting of Lawndale Public Financing Authority Financial Activities

## BACKGROUND

The Lawndale Public Financing Authority established under the Joint Exercise of Powers Agreement (the "Agreement"), dated August 3, 2009, between the City of Lawndale and the Lawndale Redevelopment Agency ("LRA"), requires an annual accounting of financial activities within a reasonable time after the close of each Fiscal Year. (Article VI, Section 6.02 of the Agreement). The Authority was created for the sole purpose of issuing bonds for financing capital projects including the Community Center located at 14700 Burin Avenue, road improvements (sidewalk, pavement, curb and gutter), park and open space improvements (lights and playground) and new park acquisition and improvements.

On November 1, 2009, \$20,545,000 of Tax Allocation Bonds, Series 2009, were issued. Interest rates range from 2% to 5.6% with interest payable semiannually on February 1 and August 1 and principal maturing annually on August 1. Debt service payments are annually included on the Lawndale Recognized Obligation Payment Schedule ("ROPS") and funded through the Successor Agency to the former Lawndale Redevelopment Agency, pursuant to Assembly Bill 1X 26.

## STAFF REVIEW

For the fiscal year ended June 30, 2019, debt service of \$1,297,200 (\$265,000 principal and \$1,002,200 interest) was paid and the same amount was received from the Successor Agency. The outstanding principal on the debt changed as follows:

Outstanding Tax Revenue Bond Balance, 7/1/18	\$ 18,730,000
Principal Payment, 8/1/18	<u>265,000</u>
Outstanding Tax Revenue Bond Balance, 6/30/19	<u>\$ 18,435,000</u>

The debt service schedule is as follows:

<b>Year Ending June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2020	310,000	989,713	1,299,713
2021	320,000	976,325	1,296,325
2022	335,000	961,988	1,296,988
2023	350,000	946,138	1,296,138
2024	370,000	928,575	1,298,575
2025-2029	2,155,000	4,322,175	6,477,175
2030-2034	3,065,000	3,628,763	6,693,763
2035-2039	4,415,000	2,589,813	7,004,813
2040-2044	5,765,000	1,198,313	6,963,313
2045	1,350,000	37,125	1,387,125
<b>Total</b>	<b>18,435,000</b>	<b>16,578,925</b>	<b>35,013,925</b>

The \$1,299,713 debt service payment for fiscal year ended June 30, 2020 is included in the approved annual ROPS to be received from the Successor Agency during the year. In addition, both the revenue and debt service payments are included in the Successor Agency to the LRD section of the Adopted Budget for Fiscal Year 2019-2020.

#### COMMISSION REVIEW

N/A

#### LEGAL REVIEW

N/A

#### FUNDING

The \$1,299,713 debt service payment for fiscal year ended June 30, 2020 is included in the approved annual ROPS to be received from the Successor Agency during the year.

#### RECOMMENDATION

Staff recommends the Board of the Lawndale Public Financing Authority to receive and file the annual accounting of financial activities.

**MINUTES OF THE  
ANNUAL MEETING OF THE BOARD OF DIRECTORS OF THE  
LAWNDALE PUBLIC FINANCING AUTHORITY MEETING  
September 17, 2018**

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

The meeting was called to order at 6:31 p.m. in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California. The meeting was held concurrently with City Council and Redevelopment Successor Agency meetings.

Members Present: Chair Robert Pullen-Miles, Vice-Chair Daniel Reid, Director James H. Osborne, Director Pat Kearney, Director Bernadette Suarez

Other Participants: Secretary Rhonda Hofmann Gorman, Executive Director Stephen N. Mandoki, Legal Counsel Tiffany J. Israel, Treasurer Kenneth Louie

**B. CEREMONIALS – Director Osborne led the flag salute.**

**C. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA - none**

**D. COMMENTS FROM DIRECTORS - none**

**E. CONSENT CALENDAR**

**Annual Report of Redevelopment Bond Payments.** (Recommendation: that the Board receive and file the report.)

**Minutes of the Public Financing Authority Annual Meeting – September 5, 2017.**  
(Recommendation: that the directors approve.)

**A motion by Vice Chair Reid to approve the consent calendar was seconded by Director Suarez and carried by a vote of 5-0.**

**F. EXECUTIVE DIRECTOR'S REPORT – none**

**G. ITEMS FROM DIRECTORS – none**

**H. ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 7:46 p.m.

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Robert Pullen-Miles, Chair

ATTEST:

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Rhonda Hofmann Gorman, Secretary

Approved: 9/3/2019






## CITY OF LAWNDALE

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

DATE: September 3, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

SUBJECT: Discussion of Proposed Desalination Plant Being Studied by West Basin Municipal Water District.

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### BACKGROUND

At the July 15, 2019 City Council meeting, Ms. Kelly Clark, a staff attorney for the Los Angeles based environmental organization Water Keepers, spoke during public comments. Ms. Clark asked that the City Council agenize a future agenda item to oppose the proposed ocean desalination plant being studied for construction in El Segundo by the West Basin Municipal Water District. Ms. Clark added that the neighboring cities of Carson, Culver City, Hermosa Beach, Manhattan Beach and Redondo Beach have taken action to oppose the proposed desalination plant.

A request for a discussion of this matter was agenized for the August 19, 2019 City Council meeting at which time the City Council consensus was to bring the matter back for a presentation from both Ms. Clark and a representative from the West Basin Municipal Water District.

### STAFF REVIEW

Both Ms. Clark and West Basin Municipal Water District have been informed of this item on tonight's agenda and each has been invited to the City Council meeting to make a presentation to the City Council.

### FISCAL IMPACT

Not applicable.

### RECOMMENDATION

That the City Council receive the presentations from both Ms. Clark and West Basin Municipal Water District.

Based on the presentations and discussion by the City Council, it is recommended that further direction be provided to staff regarding the City's position, be it neutral, in opposition, or in support, for the proposed Desalination Plant.




# CITY OF LAWNDAL

14717 BURIN AVENUE, LAWNDAL, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556  
[www.lawndalecity.org](http://www.lawndalecity.org)

DATE: September 3, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, Interim City Manager 

SUBJECT: Discussion of the City's Residential Property Report Program – Chapter 8.80 of Lawndale Municipal Code.

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## BACKGROUND

Beginning in 2001, the City Council took several actions to address the issue of illegal, unpermitted construction and the resulting loss of on-site parking spaces on residential properties. The objective, as stated in past staff reports (September 7, 2001; January 7, 2002; June 18, 2007 – see attachments), has been to identify illegal garage conversions or any physical condition preventing the use of the property's required off-street parking spaces.

In 2007, Chapter 8.80, Residential Property Report, of the Lawndale Municipal Code was expanded to include required property reports and inspections upon the resale of residential property.

Chapter 8.80 provides for the following:

- "To assure that all parties to a transaction involving a sale of a residential dwelling within the city of Lawndale are furnished with a residential property report which identifies observed violations of the city's codes, rules and ordinances, and verifies the availability of legally required off-street parking spaces."
- "The intent of this chapter is that the requirement of such a report will reduce existing municipal code violations on residential properties and prevent future violations."
- "Prior to concluding an agreement for sale or exchange of any residential building, the owner or his or her authorized representative shall obtain from the city a residential property report identifying observable items that fail to comply with the city's codes, rules and ordinances and which states whether the property is in compliance with the requirements for off-street parking."
- "The inspection necessary to prepare such report shall be based upon observations from the public right of way, such that the report is only intended to identify municipal code violations that are observable from the public right of way. The municipal services department shall conduct a physical inspection of the subject property for the purpose of observing the property's compliance with the municipal code and determining the availability of the required

**Discussion of the Residential Property Report Program**  
**September 3, 2019**  
**Page 2 of 2**

off-street parking. The inspection shall be limited to exterior areas of the residential unit(s) and the interior areas of garages and/or accessory buildings such as detached garages, laundry rooms and storage sheds.”

**At the City Council meeting of August 19, 2019, the City Council provided direction to bring this matter back for a discussion of the existing program and to evaluate the specifics of the Residential Property Inspection Program**

**STAFF REVIEW**

Chapter 8.80, Residential Property Report, was developed and implemented to address illegal and unpermitted construction of residential properties and the resulting loss of required on-site parking spaces. The Chapter’s intent has been “to assure that all parties to a transaction involving a sale of a residential dwelling within the city of Lawndale are furnished with a residential property report which identifies observed violations of the city’s codes, rules and ordinances, and verifies the availability of legally required off-street parking spaces.” Attachments A, B, C, and D are provided for the City Council’s review and to assist in their discussion and possible direction to staff regarding the existing Residential Property Report Program

**LEGAL REVIEW**

None at this time.

**FISCAL IMPACT**

None at this time.

**RECOMMENDATION**

Per the City Council direction on August 19, 2019, it is recommended that the City Council discuss the Residential Property Report Program and provide direction to staff accordingly. Such direction could be to continue the program as is or to modify it in some manner.

**ATTACHMENTS**

- A. Chapter 8.80 of the Lawndale Municipal Code - Residential Property Report (pg. 1)
- B. September 7, 2001 Staff Report – Proposed Ordinance to Require Inspection of Garages/On-site Parking Upon the Resale of Residential Properties (pg. 4)
- C. January 7, 2002 Staff Report – Adoption of Ordinance to Require Sellers of Residential Properties to Provide a Report on the Availability of Off-Street Parking (pg. 17)
- D. June 18, 2007 Staff Report – Residential Property Reports (pg. 30)

## **Chapter 8.80 RESIDENTIAL PROPERTY REPORT**

### **8.80.010 Intent and purpose.**

It is the intent of the city council to assure that all parties to a transaction involving a sale of a residential dwelling within the city of Lawndale are furnished with a residential property report which identifies observed violations of the city's codes, rules and ordinances, and verifies the availability of legally required off-street parking spaces. The intent of this chapter is that the requirement of such a report will reduce existing municipal code violations on residential properties and prevent future violations. The report prepared pursuant to this chapter is not intended to take the place of a professional inspection of the property. (Ord. 997-07 § 2; Ord. 902-02 § 1)

### **8.80.020 Definitions.**

As used in this chapter:

"Agreement of sale" means any agreement or written instrument which provides that title to any property shall thereafter be transferred from one owner to another owner.

"Common parking" means any parking facility serving more than one dwelling unit with a common entrance and a common exit.

"Owner" means any person, copartnership, association, corporation or fiduciary having legal or equitable title or any interest in any real property.

"Residential dwelling" means any improved real property designed or permitted to be used for dwelling or habitation purposes, located or situated within the geographic boundaries of the city, and shall include any building or structures located on said improved real property. (Ord. 902-02 § 1)

### **8.80.030 Report or exemption certificate required.**

Prior to concluding an agreement for sale or exchange of any residential building, unless excluded by Section 8.80.080, the owner or his or her authorized representative shall obtain from the city a residential property report identifying observable items that fail to comply with the city's codes, rules and ordinances and which states whether the property is in compliance with the requirements for off-street parking.

The inspection necessary to prepare such report shall be based upon observations from the public right of way, such that the report is only intended to identify municipal code violations that are observable from the public right of way. The report shall specifically identify any off-street parking space which should be used for vehicle parking but is not available for such use. Said report shall be valid for the purposes of this chapter for a period not to exceed six months from date of issue and is not intended to provide an exhaustive list of all code violations upon the property. (Ord. 997-07 § 3; Ord. 902-02 § 1)

**8.80.040 Application.**

Upon application of the owner or his or her authorized agent and payment of a fee in an amount established by resolution of the city council, the community development department shall: (1) review pertinent city records; (2) cause an on-site inspection of the property by the municipal services department as described in Section 8.80.050; and (3) prepare and deliver the residential property report to the applicant. (Ord. 997-07 § 4; Ord. 902-02 § 1)

**8.80.050 Inspection.**

Upon receipt of an application which complies with Section 8.80.040, the municipal services department shall conduct a physical inspection of the subject property for the purpose of observing the property's compliance with the municipal code and determining the availability of the required off-street parking. The inspection shall be limited to exterior areas of the residential unit(s) and the interior areas of garages and/or accessory buildings such as detached garages, laundry rooms and storage sheds. If the municipal services department has reasonable cause to believe that a dwelling unit has been illegally subdivided, an interior inspection of such building may be conducted. (Ord. 997-07 § 5; Ord. 902-02 § 1)

**8.80.060 Citation.**

Any observed unlawful condition relating to the use and maintenance of the subject property should be identified in the report, and formal enforcement procedures may be prosecuted as provided by law. (Ord. 997-07 § 6; Ord. 902-02 § 1)

**8.80.070 Delivery of report.**

A residential property report prepared pursuant to Section 8.80.030 shall be delivered by the owner or the authorized designated representative of the owner to the buyer or transferee of the residential building prior to the transfer of title to the property. The buyer or transferee shall execute a receipt therefor as furnished by the city, and said receipt shall be delivered to the department of community development as evidence of compliance with the provision of this chapter. (Ord. 997-07 § 7; Ord. 902-02 § 1)

**8.80.080 Exclusions.**

The provisions of this chapter shall not apply to:

- A. Condominiums of ten units or more where the required parking is supplied completely by way of a common parking facility.
- B. The first sale of a residential building which has never been occupied.
- C. Transfers which are required to be preceded by the furnishing to a prospective transferee of a copy of a public report pursuant to Section 11018.1 of the Business and Professions Code.
- D. Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers pursuant to a writ of execution, transfers by a trustee in bankruptcy or transfers resulting from a decree for specific performance.

E. Transfers to a mortgagee by a mortgagor in default, transfers to a beneficiary of a deed of trust by a trustor in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale under default in an obligation secured by a mortgage, or transfers by sale under a power of sale after a default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale.

F. Transfer by a fiduciary in the course of administration of guardianship, conservatorship, or trust.

G. Transfers from one co-owner to one or more co-owners.

H. Transfers made to a spouse, or to person or persons in the lineal, line or consanguinity of one or more of the transferors.

I. Transfers between spouses resulting from a decree of dissolution of a marriage or a decree of legal separation or from a property settlement agreement incidental to such decrees.

J. Transfers by the state controller in the course of administering the Unclaimed Property Law (Chapter 7 [commencing with Section 1500] of Title 10, Part 3 of the Code of Civil Procedure).

K. The sale of a mobile home in a mobile home park which sale does not include the sale of land.

L. Transfers in which the city or the agency is a party to the transaction.

M. Transfers to a governmental entity. (Ord. 997-07 § 8; Ord. 902-02 § 1)

#### **8.80.090 Penalties.**

A. Anyone in violation of Section 8.80.030 or 8.80.070 shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided by the provisions of Chapter 1.08 of the Lawndale Municipal Code.

B. No sale or exchange of residential property shall be invalidated solely because of the failure of any person to comply with any provision of this chapter. (Ord. 997-07 § 9; Ord. 902-02 § 1)

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**CITY OF LAWNSDALE  
MANAGER'S REPORT MEMORANDUM**

**DATE:** September 7, 2001

**TO:** Honorable Mayor and City Council

**VIA:** Vangie Schock, City Manager

**FROM:** John Hemer, Director of Community Development  
Carlos Ramos, Director of Municipal Services

**SUBJECT:** Proposed Ordinance to Require Inspection of Garages/On-site Parking Upon the Resale of Residential Properties.

**BACKGROUND**

Among the goals of the Lawndale Strategic Plan is the development and implementation of programs to improve the city's housing and to increase owner occupancy. One of the strategic objectives intended to implement this goal is the creation of a program to investigate and identify illegal structures and home conversions. Staff has reviewed similar practices in other South Bay cities and has prepared a draft ordinance requiring the garage inspections upon resale of residential properties.

**STAFF REVIEW**

The illegal conversion of garages causes a number of problems that adversely affect the quality of life in a neighborhood. The conversion of a garage to an additional dwelling unit compounds parking problems by eliminating on-site parking and adding another person or family to the property who likely has their own vehicle. With respect to the quality and safety of illegal dwelling units, such conversions typically have a number of code violations due to the lack of permitting and inspection by the City. Such problems often include serious safety hazards including faulty or over-loaded wiring, faulty or non-existent heating systems, lack of sound and climate insulation and inadequate ventilation. In short, there are a number of very good reasons to eliminate illegal garage conversions throughout the City.

Currently, illegal garage conversions are dealt with as complaints are received or as the Municipal Services Department becomes aware of them. The City does not have figures for the number of such units that exist in the City but it is believed that only a fraction of the illegal garage conversions are discovered each year.

In order to more effectively address this issue, it is recommended that the City become more proactive. An approach that a number of City's have implemented calls for

properties to be inspected by city staff at the time of sale. This is a logical time to conduct an inspection as it provides protection for new buyers and provides motivation to owners of illegal structures to make corrections. Additionally, the sales are recorded and can be tracked by city staff using existing computer software.

Staff contacted other South Bay Cities and compiled the information provided in the table below:

### RESALE INSPECTION/REPORT REQUIREMENTS OF SOUTH BAY CITIES

City	Inspection/Report Required	Scope	Cost
Carson	Yes	Inspect exterior of all building and interiors of garages and accessory buildings and issue report.	100.00
El Segundo	No	-	-
Gardena	Yes	Inspect exterior of building and issue report.	22.50 (Currently being considered for revision)
Hawthorne	No	-	-
Hermosa Beach	Yes	Inspect exterior of buildings and issue report	47.00
Inglewood	Yes	Inspect exterior of all buildings and issue report	150.00 (a higher fee is charged for priority processing)
Long Beach	Yes	Inspect interior of garages/parking areas only and provide report regarding parking	85.00
Manhattan Beach	Yes	Report on permit records only, no inspection	81.00
Redondo Beach	Yes	Report on permit records only - no inspection	65.00
Torrance	No	-	-



## ANALYSIS

Based on this research, resale inspections are required by 1/2 of the cities that were surveyed. Staff also found an opinion paper from the California Association of Realtors (CAR) that discusses this issue (see attached CAR Study paper).

This issue was previously presented to the City Council in 1997. At that time, the Council considered a program that would involve extensive inspection of an entire property. Council and the public raised concerns with whether the city was accepting liability if they declared a property to be in compliance with building and zoning codes after they had conducted an inspection. There were also concerns raised over the lack of qualified city staff to make an extensive investigation of the structure. Additionally, the issue was raised that many buyers now have properties inspected by a private inspection service to verify code compliance.

Staff believes that detailed investigation and reporting on every residential structure that is sold would be difficult to accommodate given the City's resources. However, staff does believe that the goals and objectives of the Strategic Plan can be met by implementing a more modest requirement. Staff recommends an ordinance that requires sellers of residential properties to have the garages and parking facilities inspected. A report would then be produced stating whether these facilities are still available or if they have been illegally converted, removed or otherwise made unavailable. If a violation is found to exist, the sellers will be cited and the buyers will be informed of the existence of a violation.

If this approach is found to be acceptable, staff suggests the following implementation schedule:

### **October 2001**

- Information mailed to South Bay real estate and escrow offices and Board of Realtors seeking input.
- Ordinance presented to the Planning Commission for comments.

### **November 2001**

- Ordinance presented to City Council for consideration. If approved by the City Council, the following steps would be implemented:

### **December 2001**

- Notice of new requirements published in Lawndalian.
- Notice of new requirements sent to real estate offices, escrow offices and Board of Realtors.

### **January 2002**

- Enforcement begins

### **Attachments:**

1. Draft Ordinance
2. California Association of Realtors Study

ORDINANCE NO. \_\_\_\_-01

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF LAWDALE, CALIFORNIA

WHEREAS,

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

SECTION 1. Chapter 8.70, entitled "Report on Available Off-street Parking Spaces Upon Resale" is created to read as follows:

Chapter 8.70

REPORT ON AVAILABLE OFF-STREET PARKING SPACES UPON RESALE

8.70.010 Intent and purpose.

8.70.020 Definitions.

8.70.030 Report or exemption certificate required

8.70.040 Application.

8.70.050 Inspection.

8.70.060 Citation.

8.70.070 Delivery of Report.

8.70.080 Exemption certificate.

8.70.090 Exclusions.

8.70.100 Penalties.

8.70.010 Intent and purpose.

It is the intent of the city council to assure that all parties to a transaction involving a sale of a residential building with the city of Lawndale are furnished a report on the availability of legally required off-street parking spaces. It is the purpose of this chapter that the requirement of such a report will reduce violations on existing parcels of residential property and will prevent violations on existing parcels of residential property and will prevent violations in the future.

#### 8.70.020 Definitions.

- A. "Owner" shall mean any person, copartnership, association, corporation or fiduciary having legal or equitable title or any interest in any real property.
- B. "Residential building" shall mean any improved real property designed or permitted to be used for dwelling purposes, situated in the city, and shall include the building or structures located on said improved real property.
- C. "Agreement of sale" shall mean any agreement or written instrument which provides that title to any property shall thereafter be transferred from one owner to another owner.
- D. "Common parking" shall mean any parking facility serving more than one dwelling unit with a common entrance and a common exit.

#### 8.70.030 Report or exemption certificate required.

Prior to concluding an agreement of sale or exchange of any residential building, unless excluded by Section 8.70.090, the owner or his authorized representative shall obtain from the city a report confirming the legally required off-street parking for such property and a statement of compliance or non-compliance, or an exemption certificate. The report shall specifically identify any off-street parking spaces which should be used for vehicle parking but are not available for such use because of illegal conversion to another use, or any physical condition which prohibits the use of such spaces for normal parking of an automobile. Said report or exemption certification shall be valid for a period not to exceed six months from date of issue.

#### 8.70.040 Application.

Upon application of the owner or his authorized agent and accompanied by a fee in an amount established by the city council by resolution, the Community Development Department shall review pertinent city records, cause an on-site inspection of the property by the Municipal Services Department as provided by Section 8.70.050, and deliver to the applicant a report on the availability of legally required off-street parking.

#### 8.70.050 Inspection.

Upon application, the Municipal Services Department shall make a physical inspection of the subject property for the purpose of determining the availability of the legally required off-street parking.

#### 8.70.060 Citation.

Any unlawful condition relating to the use and maintenance of off-street parking spaces shall be cited by the inspector and formal enforcement procedures shall be prosecuted as provide by law.

#### 8.70.070 Delivery of report.

The report on the availability of legally required off-street parking prepared pursuant to Section 8.70.030 shall be delivered by the owner or the authorized designated representative of the owner to the buyer or transferee of the residential building prior to the consummation of the sale or exchange. The buyer or transferee shall execute a receipt therefore as furnished by the city and said receipt shall be delivered to the Department of Community Development as evidence of compliance with the provision of Section 8.70.030.

#### 8.70.080 Exemption certificate.

The following exceptions shall require an exemption certificate in lieu of the parking availability report:

- A. Condominiums, townhomes, apartment buildings and similar buildings whose parking is supplied completely by way of a common parking facility;
- B. The first sale of a residential building which has never been occupied;
- C. A residential building whereby a review of the records indicates that no parking was ever provided at the site.

#### 8.70.090 Exclusions.

The provisions of this chapter shall not apply to:

- A. Transfers which are required to be preceded by the furnishing to a prospective transferee a copy of a public report pursuant to Section 11018.1 of the Business and Professions Code;
- B. Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers pursuant to a writ of execution, transfers by a trustee in bankruptcy or transfers resulting from a decree for specific performance;
- C. Transfers to a mortgagee by a mortgagor in default, transfers to a beneficiary of a deed of trust by a trustor in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale under default in an obligation secured by a mortgage, or transfers by sale under a power of sale after a default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale;
- D. Transfer by a fiduciary in the course of administration of guardianship, conservatorship, or trust;
- E. Transfers from one co-owner to one or more co-owners;
- F. Transfers made to a spouse, or to person or persons in the lineal, line or consanguinity of one or more of the transferors;



G. Transfers between spouses resulting from a decree of dissolution of a marriage or a decree of legal separation or from a property settlement agreement incidental to such decrees;

H. Transfers by the State Controller in the course of administering the Unclaimed Property Law (Chapter 7 [commencing with Section 1500] of Title 10 Part 3 of the Code of Civil Procedure);

18.76.100 Penalties.

A. Anyone in violation of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable as provided by the provisions of Section Chapter 1.08 of the Lawndale Municipal Code.

B. No sale or exchange of residential property shall be invalidated solely because of the failure of any person to comply with any provision of this chapter unless such failure is an act or omission which would be a valid ground of rescission of such sale or exchange in the absence of this chapter.

SECTION 2. 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 remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every 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.

SECTION 3. 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 published in a newspaper of general circulation and shall post the same at the City Hall, the Civic Center building and the United States Post Office, Lawndale Branch.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Harold E. Hofmann, Mayor

ATTEST:

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

I, Paula Hartwill, City Clerk of the City of Lawndale, California, do hereby certify that the foregoing Ordinance No. \_\_\_\_-01 was duly introduced at a \_\_\_\_\_ meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2001, and was duly approved and adopted at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2001, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Paula Hartwill, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William W. Wynder, City Attorney



C.A.R. DIRECTOR'S MEETINGS  
N.A.R. MEETINGS / CONVENTION

HOME PAGE CONTACT US

## Meetings / Industry Events

C.A.R. EXPO  
INDUSTRY EVENTS CALENDAR

### C.A.R. Directors' Meetings / Local Government Relations Committee

December 30, 1998

Property Management Committee  
Legislative Committee

### Building and Zoning Code Inspections of Existing Residential Property

*The following is for study only and has NOT been approved by the Property Management Committee, Legislative Committee, Executive Committee, or Board of Directors.*

**Issue:** Should local government inspect residential real property at point of sale or point of rental without reasonable cause to believe there has been a zoning or housing code violation?

**Action:** May be required if sponsorship of legislation is determined to be the appropriate course of action.

**Options:**

1. Sponsor legislation to prohibit local government from inspecting residential property without reasonable cause to believe there has been a zoning or housing code violation.
2. Sponsor legislation addressing only point-of-sale inspection and correction requirements (point-of-rent ordinances would not be included).
3. Continue to monitor the issue and periodically report back.
4. Other.

**Status/ Summary:** At the last directors meeting, staff was directed to continue to gather information on this issue and report back. A number of REALTORS and local association advocates did provide information to CAR staff concerning local government building and zoning code inspection/correction ordinances. In some cases, the ordinances are triggered based on a complaint or request of a citizen or "drive-by" observation of a problem. In other cases, all housing is inspected at point-of-sale or point-of rental. The City of LA recently adopted an ordinance to periodically inspect all rental



units (approximately 500 inspectors will be hired). Some REALTORS like the program on the theory that it improves the housing stock and housing becomes easier to rent and sell. It also minimizes disputes between the parties. Other members claim that government should not mandate inspection/correction programs unless there is reasonable cause to suspect there is a violation of the zoning or building laws. The members that make this claim also argue their position is particularly strong concerning sale transactions. The parties have substantial professional resources available, which work quite well.

Point-of-rent or code enforcement programs tied to rental properties carry a much different set of arguments. Plus they will be strongly opposed by tenants groups, poverty organizations and others who will make a rock strong argument that tenants do not have the same bargaining power that sellers and buyers of property have at their disposal.

#### Discussion:

Sacramento REALTORS report their local governments do not have a point-of-sale or point-of-rent mandate to determine code compliance. Los Angeles City Realtors are quite upset about the recent action of the City Council that adopted an ordinance which will require periodic inspection of all residential rental units to determine code compliance.

Members in the City of Hercules are exhilarated over the defeat of a recent attempt to require point-of-sale inspection.

Realtors in the City of Pasadena are quite happy with the mandatory inspection program. They have an excellent working relationship with the city staff and over the past two decades have found that the code enforcement program has helped minimize conflicts between the parties, improved the housing stock, removed illegal "bootleg" units. The inspection of each unit usually takes 15 to 20 minutes and only focuses on significant code violations. For de minimus violations, the REALTOR can take a copy of the contractor's invoice to the city and the city staff will issue a certification of compliance. REALTORS are quite used to offering this form of service and have accepted liability.

The City of Cudahy which has a mandatory inspection program that was adopted two years ago, has just



## LGRIBPs

begun to implement its' ordinance. The fee for inspection is \$175/unit.

The City of Hawaiian Gardens has a point-of-sale ordinance which is inconsistently enforced according to a local REALTOR. The city inspects for anything regarding health and safety or (of which) is a public nuisance.

A local REALTOR reports the City of Maywood has an inspection program and will not issue the clearance until evidence has been provided to the city that the real estate company has a business license in that city.

The City of Southgate has a mandatory inspection program and only focuses on "substantial violations."

**ALL CITIES AND COUNTIES HAVE  
ORDINANCES RELATING TO NUISANCE  
ABATEMENT.**

The City of Hayward, like many other cities, inspects rental properties and members report that in some cases the inspection may even result in identifying extremely small code violations such as a piece of molding around a doorway.

In the County of Marin, a number of local governments have resale inspection ordinances. The fee for inspection of a single-family unit ranges from \$90 to \$161.

REALTORS in San Bernardino County observe that their ordinance should have only focused on issues relating to blight.

Yes, there are many more responses. Observations and opinions are similar in nature.

Finally, CAR staff posed the two questions of the state Legislative Counsel last year.

**Question No. 1**

May a city or county enforce an ordinance that requires existing building to be retrofitted to meet current standards of the city or county building code?

**Opinion No 1.**

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A city or county generally may not enforce an ordinance that requires existing buildings to be retrofitted to meet current standards of the city or county building code (toilet retrofit) but may only impose that requirement pursuant to the authority of the State Housing Law. This may be done only in limited situations such as where a building is substandard, is a public nuisance, is potentially hazardous to life in an earthquake, or was constructed without a building permit.

#### Question No 2.

May a city or county require an existing building to be retrofitted to meet current standards of the city or county building code at the time of transfer of the property?

#### Opinion No. 2

A city or county generally may not require an existing building to be retrofitted to meet current standards of the city or county building code at the time of transfer of the property, but may only impose that requirement pursuant to the authority of the State Housing Law. This may be done only in limited situations, such as where a building is substandard, is a public nuisance, is potentially hazardous to life in an earthquake, or was constructed without a building permit.

#### WHAT IS THE PATTERN THAT HAS DEVELOPED?

Point-of-sale inspection and corrections are here to stay barring reasonable state intervention. Without statutory change, members will continue to address this matter before city councils and board of supervisors and hope for the best.

Point-of-rent and periodic inspection of rental units will continue to increase. State legislative involvement will not be likely

#### WHAT ARE THE OPTIONS?

The arguments are quite clear for point-of-sale ordinances. The question to CAR is, is this matter of local control vs. a matter of state importance (CAR has generally supported local control, in some cases,

however, CAR has sponsored legislation to preempt local control such as the Costa Hawkins Rent Control Act)? Does the purchase agreement provide enough latitude for the parties or not? Are contractors, sub contractors, home inspectors, home warranty companies providing enough protection or should government become involved in the transaction? Can an inspection ordinance be limited in scope, cost and performed in a timely manner or should legislation address this issue, assuming of course that it is a matter of state importance! The trade-off arguments are too numerous to list each and every one.

What should CAR's position be on this matter?

Navigate...

▲  
TOP

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## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 970-2100, FAX (310) 644-4556

DATE: January 7, 2002

TO: Honorable Mayor and City Council

FROM: Vangie Schock, City Manager *ES*

PREPARED BY: *John Hemer* John Hemer, Community Development Director  
*Greg Carpenter* Greg Carpenter, City Planner *GC*

SUBJECT: Adoption of Ordinance to Require Sellers of Residential Properties to Provide a Report on the Availability of Off-Street Parking and a Resolution to Establish a Fee for the Inspection.

### BACKGROUND

The City Council heard this issue during their meeting of December 3, 2001. After conducting a public hearing, the City Council voted 4-0 to approve Ordinance No. 902-02 for first reading.

In addition to the Ordinance, staff recommends that the City Council conduct a public hearing to consider adoption of a Resolution to create a fee for the report of \$80.00. This amount is intended to recover the City's cost of processing the application, performing search of permit records, inspecting the property, preparing a written report and record keeping.

### RECOMMENDATION

STAFF RECOMMENDS THAT the City Council conduct a public hearing, consider the public comments and adopt Ordinance No. 902-02 and Resolution CC-0201-001.

Attachments: 1: Ordinance No. 902-02  
2: Resolution CC-0201-001  
3: Public Notice

Reviewed and Approved:

*Pamela L. Giamario*  
Pamela L. Giamario, Asst. City Clerk

*Viktor Domic*  
Viktor Domic, Finance Director

*Vangie Schock*  
Vangie Schock, City Manager

17 17

Attachment C



## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 970-2100, FAX (310) 644-4556

DATE: December 3, 2001

TO: Honorable Mayor and City Council

FROM: Vangie Schock, City Manager

PREPARED BY: John Heimer, Director of Planning and Building  
Greg Carpenter, City Planner

SUBJECT: Proposed Ordinance to Require Sellers of Residential Properties to Provide a Report on the Availability of Off-street Parking

### BACKGROUND

The City Council conducted a public hearing on this item at their meeting of November 5, 2001. One person, Mr. Norman Wilson, spoke during the public hearing. Mr. Wilson expressed his opposition to the ordinance, stating that he felt that most residential properties were already inspected by private inspection services and that the inspection requirement would add to the cost of real estate transactions.

Following this discussion, the City Council voted 2-2 (with Councilman Rudolph absent) on a motion to adopt the ordinance. Due to a lack of a majority vote, the motion failed. Councilman Rudolph has requested that this item be reagendized to allow consideration of the issue by the entire City Council.

Additional background material is provided by the attached City Council report, dated November 5, 2001.

### LEGAL REVIEW

The proposed ordinance has been reviewed by the City Attorney and approved as to form.

### FUNDING


No funding is required to implement the amendment. Staff proposes a fee of \$80.00 per application to compensate the City for its costs.


### RECOMMENDATION


STAFF RECOMMENDS THAT the City Council conduct a public hearing, consider the public comments, and introduce and approve the first reading of ordinance No. 902-01.

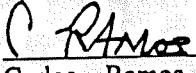
Attachments:      1. Staff Report to the City Council dated November 5, 2001  
                         2. Ordinance No. 902-01  
                         3. Draft Application form for resale inspection  
                         4. Real Estate flyer for a property in Lawndale  
                         5. Public Notice

Reviewed and Approved:

  
\_\_\_\_\_  
Pamela L. Gianario, Asst. City Clerk

  
\_\_\_\_\_  
Vangie Schock, City Manager

  
\_\_\_\_\_  
Vilko Domle, Finance Director

  
\_\_\_\_\_  
Carlos Ramos, Director of Municipal Services

Draft Application for Resale Inspection





14717 BURIN AVENUE • LAWDALE, CALIFORNIA 90260 • (310) 970-2100 • FAX (310) 644-4556

### APPLICATION FOR INSPECTION OF REQUIRED OFF-STREET PARKING

Prior to the sale of residential property, Lawndale Municipal Code Chapter 8.70 requires sellers of residential properties to obtain a report from the City confirming the availability of required off-street parking. After making an inspection of the property, the City shall provide a report indicating whether the required parking spaces are available for normal parking of an automobile or if the parking has been eliminated through illegal conversion or removal. Any unlawful condition found to exist will result in the initiation of an enforcement action by the City. If the garage has been illegally converted, it will be necessary to restore the building to its original use as a garage unless other remedies are available.

The report on the availability of legally required off-street parking shall be delivered by the owner or their authorized representative to the buyer prior to the consummation of the sale.

ADDRESS(S) OF INSPECTION: \_\_\_\_\_

NAME OF OWNER(S): \_\_\_\_\_

ADDRESS OF OWNER: \_\_\_\_\_

OWNER'S PHONE NO.: \_\_\_\_\_ NO. OF UNITS: \_\_\_\_\_

NAME OF APPLICANT (if different from owner): \_\_\_\_\_

APPLICANT'S PHONE NO.: \_\_\_\_\_

I certify that under penalty of perjury I have read this application and state that the above information is correct. I agree to comply with the above requirements and hereby authorize a representative of this city to enter upon the above-mentioned property for inspection purposes.

\_\_\_\_\_  
Property Owner's Signature

The report should be available in 5-7 working days. When complete, the report should be (check on of the following):

Picked up at Lawndale City Hall – please call \_\_\_\_\_

Mailed to: \_\_\_\_\_

Faxed to: \_\_\_\_\_

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**For use by City Personnel**

**Permit Research – Type and Number of Buildings Permitted on the Property** \_\_\_\_\_/Year  
**constructed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Number/type of Parking indicated by permits:** \_\_\_\_\_

**Research by:** \_\_\_\_\_

-----

**Inspection Results – Number/Type of parking spaces available**

\_\_\_\_\_  
\_\_\_\_\_

- ☐ Property in compliance
- ☐ Violation present, enforcement action will be initiated

**Inspected by:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 970-2100, FAX (310) 644-4556

DATE: November 5, 2001  
TO: Honorable Mayor and City Council  
FROM: Vangie Schock, City Manager  
PREPARED BY: John Hemer, Director of Planning and Building  
Greg Carpenter, City Planner  
SUBJECT: Proposed Ordinance to Require Sellers of Residential Properties to Provide a Report on the Availability of Off-street Parking and Resolution to Establish Inspection/Report Fee.

### BACKGROUND

Among the goals of the Lawndale Strategic Plan is the development and implementation of programs to improve the city's housing and to increase owner occupancy. One of the objectives intended to implement this goal is the creation of a program to investigate and identify illegal structures and home conversions. Staff has reviewed similar practices in other South Bay cities and has prepared an ordinance requiring sellers of residential properties to provide potential buyers with a report on the availability of off-street parking.

### STAFF REVIEW

The illegal conversion of garages causes a number of problems that adversely affect the quality of life in a neighborhood. The conversion of a garage to an additional dwelling unit compounds parking problems by eliminating on-site parking and adding another person or family to the property who are also likely to own a vehicle. With respect to the quality and safety of illegal dwelling units, such conversions frequently have a number of code violations due to the lack of permitting and inspection by the City. Such problems often include serious safety hazards including faulty or over-loaded wiring, faulty or non-existent heating systems, lack of sound and climate insulation and inadequate ventilation. In short, there are a number of very good reasons to eliminate illegal garage conversions throughout the City.

Currently, illegal garage conversions are dealt with as complaints are received or as the Municipal Services Department becomes aware of them. The City does not have figures for the number of such units that exist in the City, but it is believed that only a fraction of the illegal garage conversions are discovered each year.

In order to more effectively address this issue, it is recommended that the City become more proactive. An approach that a number of cities have implemented calls for properties to be inspected by city staff at the time of sale. This is a logical time to conduct an inspection as it

provides protection for new buyers and provides motivation to owners of illegal structures to make corrections. Additionally, the sales are recorded and can be tracked by city staff using existing computer software.

Staff contacted other South Bay Cities and compiled the information provided in the table below:

**RESALE INSPECTION/REPORT REQUIREMENTS OF SOUTH BAY CITIES**

City	Inspection/Report Required	Scope	Cost
Carson	Yes	Inspect exterior of all building and interiors of garages and accessory buildings and issue report.	100.00
El Segundo	No	-	-
Gardena	Yes	Inspect exterior of building and issue report.	22.50 (Currently being considered for revision)
Hawthorne	No	-	-
Hermosa Beach	Yes	Inspect exterior of buildings and issue report	47.00
Inglewood	Yes	Inspect exterior of all buildings and issue report	150.00 (a higher fee is charged for priority processing)
Long Beach	Yes	Inspect interior of garages/parking areas only and provide report regarding parking	85.00
Manhattan Beach	Yes	Report on permit records only, no inspection	81.00
Redondo Beach	Yes	Report on permit records only - no inspection	65.00
Torrance	No	-	-

**ANALYSIS**

Based on this research, resale inspections are required by 1/2 of the cities that were surveyed. Two others require a report listing the permits on file be provided to buyers. An issue similar to this was previously presented to the City Council in 1997. At that time, the Council considered a program that would involve extensive inspection of an entire property for building and zoning code compliance. Council and the public raised concerns regarding this proposal with respect to



the whether such an inspection caused the city to accept liability if they declared a property to be in compliance with building and zoning codes after they had conducted an inspection. There were also concerns raised over the lack of qualified city staff to make an extensive investigation of the structure. Additionally, the issue was raised that many buyers now have properties inspected by a private inspection service to verify code compliance. The City Council chose not to implement the proposal at that time.

Staff believes that detailed investigation and reporting on every residential structure that is sold would be difficult to accommodate given the City's resources. However, staff does believe that the goals and objectives of the Strategic Plan can be met by implementing a more modest requirement. Staff recommends an ordinance requiring sellers of residential properties to have the garages and parking facilities inspected prior to sale. A report would then be produced stating whether these facilities are still available or if they have been illegally converted, removed or otherwise made unavailable. If a violation is found to exist, the sellers will be cited and the buyers will be informed of the existence of a violation. The purchaser will then have the ability to require that the seller correct the condition or, the purchaser could assume the responsibility for correcting the situation.

Logistically, the process will be as follows:

- The seller or their agent (with the property owner's consent) will file an application (see attached) and pay a filing fee of \$80.00 with the Community Development Department.
- The Community Development Department will log the application and conduct a review of permit records of the property and indicate on the application form the type and number of parking spaces that are required on the property.
- The application will then be forwarded to the Municipal Services Department and an inspection of the property will be made. Municipal Services will indicate whether the required parking is available or if it has been converted or removed in violation of the Zoning Regulations. This information will then be forwarded back to the Community Development Department.
- If a violation is found to exist, the Municipal Services Department will initiate an enforcement action at this time.
- Community Development will prepare a report and provide it to the seller or their agent.
- The seller is then responsible for having the buyer sign the report acknowledging the condition of the property, and then return the document to the City.

The ordinance, as proposed, does provide for exemptions to the report requirement for the following:

- Condominium developments of 10 units or more with a common garage,
- The first sale of a residential building after construction,
- Certain real estate transactions that occur as a result of legal action, foreclosure, and transfers among family members.

In preparation for this hearing, the Community Development Department notified via mail, 119 local real estate offices and 45 escrow offices. Each office was given an outline of the ordinance, a draft copy of the application form and an opportunity to comment on the proposal. A second notice will be sent once the City Council takes action, informing each office of the outcome and effective date of the regulations, should they be adopted.

### COMMISSION REVIEW

The Planning Commission reviewed the proposed ordinance at their meeting of October 10, 2001. Following discussion, and several suggestions regarding the application process, the Planning Commission unanimously approved a recommendation that the City Council adopt the proposed ordinance. Chairman Fine also provided a recent real estate flyer (see attached) that advertised an unpermitted garage conversion and asked that this example be forwarded to the City Council.

### LEGAL REVIEW

The proposed ordinance and resolution have been reviewed by the City Attorney and approved as to form.

### FUNDING

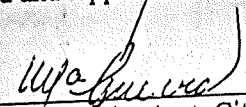
No funding is required to implement the amendment. Staff proposes a fee of \$80.00 per application to compensate the City for its costs.


### RECOMMENDATION

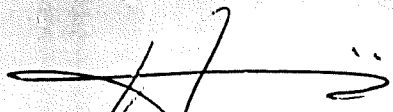
STAFF RECOMMENDS THAT the City Council conduct a public hearing, consider the public comments, and adopt ordinance No. 902-01 and Resolution No. CC-0111-108.

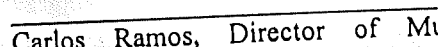
- Attachments:
1. Ordinance No. 902-01
  2. Resolution No. CC-0111-108
  3. Draft Application form for resale inspection
  4. Real Estate flyer for a property in Lawndale
  5. Public Notice

Reviewed and Approved:

  
Pamela L. Giamario, Asst. City Clerk

  
Vangie Schock, City Manager

  
Vilko Domic, Finance Director

  
Carlos Ramos, Director of Municipal Services

**CITY OF LAWDALE  
MANAGER'S REPORT MEMORANDUM**

**DATE:** May 18, 2001  
**TO:** Honorable Mayor and City Council  
**VIA:** Vangie Schock, City Manager *VS*  
**FROM:** Carlos Ramos, Director of Municipal Services *CR*  
**SUBJECT:** Proactive Approach to Code Enforcement

The following proposal is based on the recommended approach when dealing with Lawndale Municipal Code violations; this will include illegal property conversions, pre-sale property inspections and addressing the obvious blight in our City. It is my belief, that an aggressive proactive approach to ensure compliance will be the key ingredient to properly addressing this concern.

This proactive approach will include a complete and thorough canvassing of the entire City. With three full-time Code Enforcement Officers on staff, I believe we can assign two proactive officers the task of canvassing the major thoroughfares and obvious blight in our City within 90 days. Each officer will open a case, as the violation is observed and process to completion. The processing time will be the usual 21-30 days to gain compliance or submit to the City Attorney's office for processing.

A complete canvassing of the entire City with active cases opened or compliance gained can be achieved within a 12-month period. One reactive Code Enforcement Officer will be assigned the task of dealing with the everyday calls for service and will provide follow up assistance to the canvassing officers. A City map will be used to help describe the progress made and the area covered regarding the canvassing.

After meeting with John Hemer and his staff, regarding illegal property conversions and the pre-sale inspections of properties, I believe our department can effectively work with the Board of Realtors and all local escrow companies to ensure that we gain cooperation from local agents and or property owners.

Initially, John and I would have to draft a new municipal code that would give us the ability to conduct pre-sale inspections. The Cities of Inglewood and Carson currently have ordinances on the books that can provide us with some insight. Mark Ares and Greg Carpenter are currently working on a pre-sale application report form and process, including recommended fees. MSD staff would work cooperatively with the Building



Inspector to ensure that property inspections for illegal conversions or pre-sale related issues were done in a timely manner.

I reviewed the programs that the previous Director attempted to implement, to ascertain the effectiveness of each. The Director's attempt to implement his programs was half hearted at best. His ideas were good but his follow through was weak. His programs lacked consistency and timeliness, which allowed violations to remain on the books too long. The following is a brief breakdown of the previous Director's programs and the status of each:

1. CLEAN - I believe this program was an attempt at a proactive approach to Code Enforcement. This program failed because it lacked consistency. Specifically, no attempt was made at canvassing the City, the compliance time for each case varied from a couple of days to several months in length, and the system for processing each case lacked the strength to properly prosecute each violation.
2. The privatization of the parking Enforcement Program was too costly and failed because the employees who were contracted lacked the pride in ownership quality needed to properly provide this service.
3. The shopping cart procedure allowed for too much voluntary responsibility by the retrieval service, and didn't hold the business owners responsible for the "metal graffiti" in our City. Mark is currently working on a recommendation on how to more effectively handle this concern. Mark's recommendation to me, is due May 18, 2001, and should become department policy before June 1, 2001.
4. The Constituency Contact and Response system (CCAR) was ineffective and never truly proved to be a benefit to the process. Mark is currently working with the City of Inglewood regarding a recommended system that would help us properly track and process each case. We are still looking into the associated costs to install and run the system. We have not yet received an official proposal from Inglewood. The time frame for recommendation and possible implementation is approximately 6 to 8 weeks.
5. The vacant lot policy was not effective because it was not incorporated into any type of normal compliance procedure. This has been corrected.

As you know, Mark and I met with Bill Wynder and Fred Galante, to discuss and clean up the procedure for processing the violations that occur in our City. Basically, we have broken down the process as follows:

1. A Notice of Violation is issued to the property owner asking them to remedy the situation and or contact our office with any questions regarding the violation. This notice starts the 21 day to compliance requirement and will initiate 2 additional follow up inspections of the property before the 21 days is up.

2. During the 21 day to compliance, and following each inspection, our department will send the property owner a written notice of violation describing the violation and the need to comply. After the second property inspection, an office hearing is conducted to discuss the issue and to ascertain any additional information that they may be helpful in resolving the case.
3. At the completion of the 21-day process, the case is prepared and sent to the City Attorney for prosecution.
4. The process for the Drug Nuisance Abatement Ordinance will only be different in that, the violation will be sent our office via LASD and the Lawndale Substation. When this ordinance is adopted and approved for implementation, I will once again meet with Captain Sam Jones and Lieutenant Ralph Ornelas, to assure that the procedure is seamless. Mark Ares will review each criminal narcotic complaint report, with those meeting the criteria submitted to me for my review and recommendation.
5. Under the proposed new budget, the Parking Enforcement process will only be different in that the new part-time 20 hour a week officer will assist with the 2 hour time limit and 4pm to 6pm parking concerns. All other MSD staff members will continue to provide assistance and service with the various other parking requests.

As each phase of this process is ready for your approval, I will submit to you, a written memo, informing you of the guidelines being used, and all other pertinent information related to the recommendation.

I feel very confident that our new department philosophy of providing the best and most effective service possible will allow for a very smooth transition to the proactive approach to Code Enforcement.





## CITY OF LAWNDALE

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

DATE: June 18, 2007  
TO: Honorable Mayor and City Council  
FROM: Keith M. Breskin *KMB* Manager  
PREPARED BY: Otis W. Ginoza, Community Development Director *OwG*  
Perry A. Banner, Associate Planner *PAB*  
SUBJECT: Residential Property Reports

### BACKGROUND

On June 4, 2007, the City Council introduced and approved the first reading of Ordinance No. 997-07 that will amend Chapter 8.80 of the Lawndale Municipal Code ("LMC") by expanding the scope of property reports and inspections required upon resale of residential property.

If the City Council approves Ordinance No. 997-07 on June 18, 2007, it will become effective in thirty (30) days.

### STAFF REVIEW

No additional staff review was required subsequent to the introduction of the ordinance.

### COMMISSION REVIEW

The Planning Commission has adopted Resolution No. 07-09 recommending that the City Council amend the Municipal Code pertaining to residential property reports.

### LEGAL REVIEW

The City Attorney has reviewed the proposed ordinance and has approved it as to form.

### FUNDING

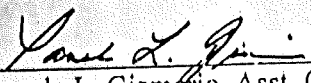
Not applicable.

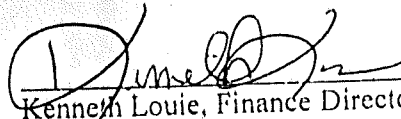
### RECOMMENDATION

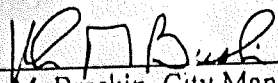
STAFF RECOMMENDS THAT the City Council adopt Ordinance No. 997-07.

Attachments: Ordinance No. 997-07  
P.C. Resolution No. 07-09

Reviewed and Approved:

  
Pamela L. Giamario, Asst. City Clerk

  
Kenneth Louie, Finance Director

  
Keith M. Breskin, City Manager



## CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556

DATE: June 4, 2007  
TO: Honorable Mayor and City Council  
FROM: Keith M. Breskin *KB* City Manager  
PREPARED BY: Otis W. Ginoza, Community Development Director  
Perry A. Banner, Associate Planner *PE*  
SUBJECT: Residential Property Reports

### BACKGROUND

Prior to concluding an agreement of sale or exchange of a residential building, the City of Lawndale requires a report confirming the legally required off-street parking for the property. The objective is to identify illegal garage conversions or any physical condition preventing the use of the property's required off-street parking spaces. These procedures have been in effect since 2002. If a non-permitted use or unlawful condition is found, it is cited by the code enforcement officer. All violations pertaining to the availability of off-street parking are required to be disclosed to the prospective buyer. A violation, however, does not directly halt the transfer of title since the buyer can assume responsibility of the code infraction by executing a receipt indicating that they have been made aware, by the seller, of such infraction.

At its meeting of October 16, 2006, the City Council directed the Planning Commission to review the "truth in real estate" provisions currently contained in the Lawndale Municipal Code and to consider requiring a correction of code violations prior to the sale or transfer of properties.

On January 10, 2007 and March 14, 2007, the Planning Commission was presented with background information on the City's off-street parking report program and similar programs employed by other cities and directed staff to prepare a draft ordinance that would expand the scope of the program such that a residential property report would include all current and observed Municipal Code violations as well as the availability of legally required off-street parking spaces. On April 25, 2007, the Planning Commission approved the draft ordinance.

### STAFF REVIEW

A survey of the surrounding communities found many similarities and a few differences in how South Bay cities attempt to identify municipal code violations during the sale or transfer of properties. Generally, most of the cities surveyed require a building report prior to completion of the transaction. The differences lie in the unique problems each municipality faces. For example, Lawndale's procedures evolved from a critical need to tackle illegal garage

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conversions and a growing problem with available on-street parking. As a result, the inspections performed in Lawndale focus on the parking provided on-site. The program appears to have succeeded in stemming illegal garage conversions. In 2005, 175 inspections were performed and in 2006, 150 inspections were performed.

Redondo Beach, Hermosa Beach and Manhattan Beach issue a more comprehensive building report that includes: 1) street address and legal description of the subject property; 2) zone classification and authorized use as set forth in the municipal code; 3) occupancy as indicated and established by permits of record; 4) variances, conditional use permits, exceptions, and other pertinent legislative acts of record; and 5) any special restrictions in use or development which may apply to the subject property. Hermosa Beach charges \$223.00 per building report compared to \$80.00 charged in Lawndale. The City of Redondo Beach charges \$65.00 for a building report but does not conduct a physical examination of the property. For Redondo Beach, Hermosa Beach and Manhattan Beach the building report must be disclosed to the buyer, but the transaction is not directly halted due to code violations. As is the experience in Lawndale, the sale of a property can be indirectly halted or cancelled by the buyer once an infraction is revealed.

Of the cities surveyed, Carson has the strictest requirements for the sale or transfer of residential properties. Prior to the transfer of title for such property, all code violations identified on a residential property report must be corrected. In establishing this program, the City of Carson recorded the requirement against each property in the city, thereby giving notice to any prospective buyer. The notice appears as a defect on the title report and sellers, via the residential property report, must receive sign-off from city staff that no code violations exist. This program represented a large undertaking that required significant funding and staff time. In the case of Lawndale, the recordation against each property alone would cost approximately \$45,000 (recordation fee of \$9.00 x approximately 5000 parcels) plus staff time.

The City of El Segundo abandoned its program as it was determined not to be a cost effective and responsible use of city revenue. The building report fee was \$15.00 and required a three-day turn around, which placed tremendous pressure on staff to complete the inspections in a timely manner. As El Segundo was incorporated in the 1950s, its staff found that the verification reports of pre-1950s homes were difficult for the city to claim since the city did not have all early records of what had been legally permitted. The concern was that the verification reports made the city liable for information that the city did not possess. The El Segundo City Attorney advised staff to release the verification reports as information only and not as some exhaustive legal record.

As mentioned, the cost for Lawndale's "Off-Street Parking Report" is \$80.00, which includes the site inspection, compared to the current market rate for an inspection report which is between \$350.00 and \$550.00 depending on the size of the structure. An inspection performed by a private company may not include the verification of additions constructed without permits or the verification of existing nonconformities or legal encroachments.

The Off-Street Parking Report required by the City of Lawndale upon the resale of a residential building is not unlike the building reports required by the surrounding municipalities. Although the scope of the inspections performed in Lawndale could be widened, what must be weighed in expanding the scope is who would be required to make the inspection. Currently, the municipal



services officers conduct the inspections for off-street parking, but depending on how sophisticated the inspection is, it may require the Building Inspector to undertake the inspection (at a cost of \$83.75/hr). This has the potential of delaying the process since the City employs four municipal services officers but only one Building Inspector. The City Council should also be apprehensive of having the City assume any responsibility for real estate disclosure, which State law classifies as a civil matter between the seller and the buyer.

Nonetheless, the Planning Commission believes the current program could be improved by including all current and observed Municipal Code violations as well as the availability of legally required off-street parking spaces. In this manner, when an inspection is performed, the code enforcement officer will have the opportunity to find all obvious code violations to the exterior areas of the subject property and to the interior areas of attached garages and/or accessory buildings such as detached garages, laundry rooms and storage sheds. If the code enforcement officer has reasonable cause to believe that a main dwelling unit has been illegally subdivided, then an interior inspection of such building can be conducted. Such violations might include illegal parking pads, non-permitted fences, non-permitted additions, and property maintenance infractions. As well, when the residential property report is prepared all active code violations will be noted.

#### COMMISSION REVIEW

The Planning Commission has adopted Resolution No. 07-09 recommending that the City Council amend the Municipal Code pertaining to residential property reports.

#### LEGAL REVIEW

The City Attorney has reviewed the draft ordinance and has approved it as to form.

#### FUNDING

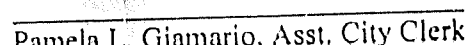
No additional funding required.


#### RECOMMENDATION

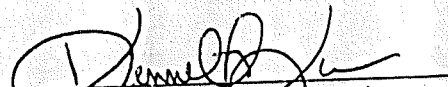
STAFF RECOMMENDS THAT the City Council conduct a public hearing and introduce and approve the first reading of Ordinance No. 997-07.

Attachments: Survey of Surrounding Communities  
Ordinance No. 997-07  
P.C. Resolution 07-09

Reviewed and Approved:

  
Pamela L. Giamario, Asst. City Clerk

  
Keith M. Breskin, City Manager

  
Kenneth Louie, Finance Director

## SURVEY OF SURROUNDING COMMUNITIES - BUILDING REPORTS

CITY	TYPE OF ACTION	COST (if applicable)	COMMENTS
Lawndale	Off-street parking report required; violations must be disclosed to buyer; does not halt the transfer	\$80.00	Focuses on illegal garage conversions
Hawthorne	No report required	n/a	
Gardena	Property information report required; violations must be disclosed to buyer; does not halt the transfer		Applies to commercial, industrial and residential
Torrance	No report required	n/a	
Redondo Beach	Building report required; violations must be disclosed to buyer; does not halt the transfer	\$65.00	No on-site inspection included
Hermosa Beach	Building report required; violations must be disclosed to buyer; does not halt the transfer	\$223.00	
Manhattan Beach	Building report required; violations must be disclosed to buyer; does not halt the transfer	\$87.50	On-site inspection performed only if research identifies a code violation
El Segundo	No report required	n/a	Program found not to be cost effective and subsequently abandoned
Carson	Building report required; violations must be disclosed to buyer; may halt the transfer	\$100.00	

RESOLUTION NO. 07-09

A RESOLUTION OF THE PLANNING COMMISSION OF  
THE CITY OF LAWNSDALE, CALIFORNIA  
RECOMMENDING THAT THE CITY COUNCIL AMEND  
PORTIONS OF LAWNSDALE MUNICIPAL CODE  
CHAPTER 8.80 TO EXPAND THE SCOPE OF  
RESIDENTIAL PROPERTY REPORTS AND  
INSPECTIONS UPON RESALE

WHEREAS, the City of Lawnsdale utilizes residential resale reports to review the availability of off-street parking as an effective tool for reducing illegal garage conversions; and

WHEREAS, pursuant to a request from the City Council, the Planning Commission has studied whether the City Council should amend the Lawnsdale Municipal Code to expand the scope of the residential resale report to include all observed Municipal Code violations.

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

- SECTION 1. That the proposed amendments to Chapters 8.80 of the Lawnsdale Municipal Code, as set forth in the draft ordinance attached hereto and incorporated herein as Exhibit "A," are consistent with the provisions of the adopted General Plan.
- SECTION 2. That the Lawnsdale City Council adopt the proposed ordinance attached hereto to expand the scope of residential property reports and inspections upon resale.

PASSED, APPROVED AND ADOPTED THIS 25<sup>th</sup> DAY OF APRIL, 2007

  
Uffe H.L. Moller, Chairperson

ATTEST

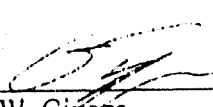
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )  
CITY OF LAWNSDALE )

SS



I, Otis W. Ginoza, Community Development Director for the City of Lawndale, California, do hereby certify that the foregoing **Resolution No. 07-09** was duly approved and adopted by the Planning Commission of the City of Lawndale at a regular meeting of said Commission held on the **25<sup>th</sup> day of April, 2007** by the following roll call vote:

AYES: Marthens, Kearney and Frantzman  
NOES: Moller  
ABSENT:  
ABSTAINED:

  
\_\_\_\_\_  
Otis W. Ginoza  
Community Development Director

## Chapter 8.80

### REPORT ON AVAILABLE OFF-STREET PARKING SPACES UPON RESALE RESIDENTIAL PROPERTY REPORT

#### 8.80.010 Intent and purpose.

It is the intent of the city council to assure that all parties to a transaction involving a sale of a residential dwelling within the city of Lawndale are furnished with a residential property report which identifies observed violations of the city's codes, rules and ordinances, and verifies the availability of legally required off-street parking spaces. ~~It is the purpose~~ The intent of this chapter is that the requirement of such a report will reduce existing municipal code violations on existing parcels of residential property, will properties and prevent violations on existing parcels of residential property, and will prevent future violations in. The report prepared pursuant to this chapter is not intended to take the future place of a professional inspection of the property.

#### 8.80.020 Definitions.

As used in this chapter:

"Agreement of sale" means any agreement or written instrument which provides that title to any property shall thereafter be transferred from one owner to another owner.

"Common parking" means any parking facility serving more than one dwelling unit with a common entrance and a common exit.

"Owner" means any person, copartnership, association, corporation or fiduciary having legal or equitable title or any interest in any real property.

"Residential dwelling" means any improved real property designed or permitted to be used for dwelling or habitation purposes, located or situated within the geographic boundaries of the city, and shall include any building or structures located on said improved real property.

#### 8.80.030 Report or exemption certificate required.

Prior to concluding an agreement ~~of for~~ sale or exchange of any residential building, unless excluded by Section 8.80.080, the owner or his or her authorized representative shall obtain from the city a residential property report confirming identifying observable items that fail to comply with the legally required off-street parking for such property city's codes, rules and a statement of ordinances and which states whether the property is in compliance or noncompliance with the requirements for off-street parking.

The inspection necessary to prepare such report shall be based upon observations from the public right of way, such that the report is only intended to identify municipal code violations that are observable from the public right of way. The report shall specifically identify any off-street parking spaces which should be used for vehicle parking but are is not available for such use because of illegal conversion to another use, or any physical condition which prohibits the use of such spaces for normal parking of an automobile. Said report shall be valid for a period not to exceed six months from date of issue. Said report shall be valid for the purposes of this chapter for a period not to exceed six months

from date of issue and is not intended to provide an exhaustive list of all code violations upon the property.

8.80.040 Application.

Upon application of the owner or his or her authorized agent and ~~accompanied by~~ payment of a fee in an amount established by resolution of the city council ~~by resolution,~~ the community development department shall (i) review pertinent city records, (ii) cause an on-site inspection of the property by the municipal services department as provided by described in Section 8.80.050, and (iii) prepare and deliver the residential property report to the applicant ~~a report on the availability of legally required off-street parking.~~

8.80.050 Inspection.

Upon receipt of an application which complies with section 8.80.040, the municipal services department shall ~~make~~ conduct a physical inspection of the subject property for the purpose of observing the property's compliance with the municipal code and determining the availability of the legally-required off-street parking. The inspection shall be limited to exterior areas of the residential unit(s) and the interior areas of garages and/or accessory buildings such as detached garages, laundry rooms and storage sheds. If the municipal services department has reasonable cause to believe that a dwelling unit has been illegally subdivided, an interior inspection of such building may be conducted.

8.80.060 Citation.

Any observed unlawful condition relating to the use and maintenance of ~~off-street parking spaces shall be cited by the inspector~~ subject property should be identified in the report, and formal enforcement procedures shall ~~may~~ be prosecuted as provided by law.

8.80.070 Delivery of report.

~~The~~ A residential property report on the availability of legally required off-street parking prepared pursuant to Section 8.80.030 shall be delivered by the owner or the authorized designated representative of the owner to the buyer or transferee of the residential building prior to the consummation of the sale or exchange transfer of title to the property. The buyer or transferee shall execute a receipt therefor as furnished by the city, and said receipt shall be delivered to the department of community development as evidence of compliance with the provision of Section 8.80.030 ~~this chapter.~~

8.80.080 Exclusions.

The provisions of this chapter shall not apply to:

- A. Condominiums of ten units or more where the required parking is supplied completely by way of a common parking facility.
- B. The first sale of a residential building which has never been occupied.

C. Transfers which are required to be preceded by the furnishing to a prospective transferee of a copy of a public report pursuant to Section 11018.1 of the Business and Professions Code.

D. Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers pursuant to a writ of execution, transfers by a trustee in bankruptcy or transfers resulting from a decree for specific performance.

E. Transfers to a mortgagee by a mortgagor in default, transfers to a beneficiary of a deed of trust by a trustor in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale under default in an obligation secured by a mortgage, or transfers by sale under a power of sale after a default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale.

F. Transfer by a fiduciary in the course of administration of guardianship, conservatorship, or trust.

G. Transfers from one co-owner to one or more co-owners.

H. Transfers made to a spouse, or to person or persons in the lineal, line or consanguinity of one or more of the transferors.

I. Transfers between spouses resulting from a decree of dissolution of a marriage or a decree of legal separation or from a property settlement agreement incidental to such decrees.

J. Transfers by the state controller in the course of administering the Unclaimed Property Law (Chapter 7 [commencing with Section 1500] of Title 10, Part 3 of the Code of Civil Procedure).

K. The sale of a mobile home in a mobile home park which sale does not include the sale of land.

L. Transfers in which the city or the agency is a party to the transaction.

M. Transfers to a governmental entity.

#### 8.80.090 Penalties.

A. Anyone in violation of ~~the provisions of this chapter~~ sections 8.80.030 or 8.80.070 shall be guilty of a misdemeanor and, upon conviction thereof, shall be ~~punishable~~ punishable as provided by the provisions of Chapter 1.08 of the Lawndale Municipal Code.


B. No sale or exchange of residential property shall be invalidated solely because of the failure of any person to comply with any provision of this chapter. ~~unless such failure is an act or omission which would be a valid ground of rescission of such sale or exchange in the absence of this chapter.~~

# CITY CLERK'S DEPARTMENT

## MEMORANDUM TO FILE

DATE: July 5, 2007

TO: Ordinance Files

FROM: Pamela L. Giamario, Assistant City Clerk 

SUBJECT: Ordinance No. 997-07 Amending LMC Chapter 8.80  
Pertaining to Residential Property Reports

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It should be noted that the above referenced ordinance was placed on the agenda for the City Council meeting of June 4, 2007 as a public hearing item by the Community Development Department. During the report review process, when I inquired of Tiffany Israel, City Attorney whether a public hearing was necessary, she indicated that there were no legal requirements for such. When this was brought to the attention of Associate Planner, Perry Banner, he elected not to publish a public hearing notice in the newspaper. He did not, however, revise the staff report to present the matter as an administrative item rather than a public hearing.



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

DATE: September 3, 2019

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *mrc*

SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.



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

DATE: September 3, 2019

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *mc*

SUBJECT: Conference with Legal Counsel – Anticipated Litigation (One Case)

No public documents were forwarded to the City Clerk Department for this item.