CITY OF REDONDO BEACH CITY COUNCIL AGENDA Tuesday, November 18, 2025

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBER. MEMBERS OF THE PUBLIC MAY PARTICIPATE IN-PERSON, BY ZOOM, eCOMMENT OR EMAIL.

4:30 P.M.- CLOSED SESSION- ADJOURNED REGULAR MEETING 6:00 P.M.- OPEN SESSION- REGULAR MEETING

City Council meetings are broadcast live through Spectrum Cable, Channel 8, and Frontier Communications, Channel 41 and/or rebroadcast on Wednesday at 3 p.m. and Saturday at 3 p.m. following the date of the meeting. Live streams and indexed archives of meetings are available via internet. Visit the City's official website at www.Redondo.org/rbtv.

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:

https://redondo.legistar.com/Calendar.aspx

*Click "In Progress" hyperlink under Video section of meeting

TO WATCH MEETING LIVE ON YOUTUBE:

https://www.youtube.com/c/CityofRedondoBeachIT

TO JOIN THE MEETING VIA ZOOM (FOR PUBLIC INTERESTED IN SPEAKING. OTHERWISE, PLEASE SEE ABOVE TO WATCH/LISTEN TO MEETING):

Register in advance for this meeting:

https://www.zoomgov.com/webinar/register/WN EUCfpV6eQya3PYFTvssxfw

After registering, you will receive a confirmation email containing information about joining the meeting.

If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press *6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON THE WEBSITE AGENDA PAGE:

https://redondo.granicusideas.com/meetings

- 1) Public comments can be entered before and during the meeting.
- 2) Select a SPECIFIC AGENDA ITEM to enter your comment;
- 3) Public will be prompted to Sign-Up to create a free personal account (one-time) and then comments may be added to each Agenda item of interest.
- 4) Public comments entered into eComment (up to 2200 characters; equal to approximately 3 minutes of oral comments) will become part of the official meeting record.

EMAIL: TO PARTICIPATE BY WRITTEN COMMUNICATION, EMAILS MUST BE RECEIVED BEFORE 3:00 P.M. THE DAY OF THE MEETING (EMAILS WILL NOT BE READ OUT LOUD): Written materials pertaining to matters listed on the posted agenda received after the agenda has been published will be added as supplemental materials under the relevant agenda item. Public comments may be submitted by email to cityclerk@redondo.org. Emails must be received before 3:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting.

4:30 P.M. - CLOSED SESSION - ADJOURNED REGULAR MEETING

- A. CALL MEETING TO ORDER
- B. ROLL CALL
- C. SALUTE TO FLAG AND INVOCATION
- D. BLUE FOLDER ITEMS ADDITIONAL BACK UP MATERIALS

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

E. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS AND NON-AGENDA ITEMS

This section is intended to provide members of the public with the opportunity to comment on Closed Session Items or any subject that does not appear on this agenda for action. This section is limited to 30 minutes. Each speaker will be afforded three minutes to address the Mayor and Council. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.

F. RECESS TO CLOSED SESSION

F.1. CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Diane Strickfaden. Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Police Officers' Association, Redondo Beach Police Management Unit, Management and Confidential Employee Group, and Redondo Beach Firefighters' Association

F.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

<u>City of Redondo Beach, et al. v. California State Water Resources Control Board Case Number: 20STCP03193</u>

F.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

In re 9300 Wilshire LLC

Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

F.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive

Case Number: 23STCP02189

F.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC) Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

F.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive Case Number: 23TRCP00325

F.7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive Case Number: 23STCV10146

F.8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach Case Number: B336042

F.9. <u>CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section</u> 54956.9(d)(1).

Name of case: New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, et al.

Case Number: B337897

F.10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: AES Southland Development, LLC and AES Redondo Beach, LLC v.

California Coastal Commission
Case Number: BS157789

F.11. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).

One potential case

F.12. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54956.8.

AGENCY NEGOTIATORS:

Mike Witzansky, City Manager

Luke Smude, Assistant to the City Manager

PROPERTY:

3007 Vail Ave., Redondo Beach, CA 90278

(a portion of APN: 415-001-7931)

Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278

(APN: 415-803-3900)

715 Julia Ave. Redondo Beach. CA 90277

(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)

1935 Manhattan Beach Blvd., Redondo Beach, CA 90278

(APN: 404-900-8903)

807 Inglewood Ave., Redondo Beach, CA 90278

(a Portion of APN: 408-302-4900)

200 N. Pacific Coast Highway, Redondo Beach, CA 90277

(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:

Dr. Nicole Wesley, Superintendent

Redondo Beach Unified School District

UNDER NEGOTIATION:

Both Price and Terms

F.13. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957(b).

Title: City Manager

- G. RECONVENE TO OPEN SESSION
- H. ROLL CALL
- I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS
- J. ADJOURN TO REGULAR MEETING

6:00 PM - OPEN SESSION - REGULAR MEETING

- A. CALL TO ORDER
- B. ROLL CALL
- C. SALUTE TO THE FLAG AND INVOCATION
- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/
 AB 1234 TRAVEL EXPENSE REPORTS
- **D.1.** MAYOR'S COMMENDATION TO MELANIE CHAVIRA FOR HER YEARS OF SERVICE TO THE CITY
- D.2. <u>CITY CLERK ELEANOR MANZANO TO ADMINISTER OATH OF OFFICE TO NEW</u> SENIOR DEPUTY CITY PROSECUTOR SIANNAH COLLADO
- D.3. MAYOR'S COMMENDATION TO THE REDONDO BEACH ROTARY CLUB FOR THEIR 100 YEARS OF SERVICE TO THE COMMUNITY
- E. APPROVE ORDER OF AGENDA
- F. AGENCY RECESS
- G. BLUE FOLDER ITEMS ADDITIONAL BACK UP MATERIALS

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

G.1. For Blue Folder Documents Approved at the City Council Meeting

H. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any City Council Member may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Council for discussion. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF NOVEMBER 18, 2025

CONTACT: ELEANOR MANZANO, CITY CLERK

H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

CHECKS 30449-30460 IN THE AMOUNT OF \$16,211.39, PD. 11/7/25
DIRECT DEPOSIT 302970-303603 IN THE AMOUNT OF \$2,473,303.46, PD. 11/7/25
EFT/ACH \$9,987.19, PD. 10/24/25 (PP2522)
EFT/ACH \$472,418.66, PD. 11/17/25 (PP2522)

ACCOUNTS PAYABLE DEMANDS

CHECKS 122348-122501 IN THE AMOUNT OF \$1,697,085.62

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE A COOPERATIVE FUNDING AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE MANHATTAN BEACH BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.6. APPROVE FUNDING AGREEMENT (#920000000000550721) WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) FOR THE REDONDO BEACH ADVANCED TRAFFIC SIGNAL SYSTEM (RBATS) DESIGN PROJECT, NO. 41430

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. APPROVE RIGHT TURN ONLY VEHICLE OPERATIONS FROM BLOSSOM LANE ONTO GRANT AVENUE

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. APPROVE A CHARGE READY TRANSPORT PROGRAM PARTICIPATION AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AT THE CITY'S PUBLIC WORKS YARD AT 531 NORTH GERTRUDA

APPROVE THE GRANTING OF AN EASEMENT TO SOUTHERN CALIFORNIA EDISON AT THE CITY'S PUBLIC WORKS YARD TO ALLOW FOR CONSTRUCTION AND MAINTENANCE OF THE NEW ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.9. APPROVE AN AGREEMENT WITH MBM HOSPITALITY, INC. TO PROVIDE LUNCHTIME MEALS FOR SENIORS AT THE PERRY PARK AND VETERANS PARK SENIOR CENTERS FOR THE TERM OCTOBER 1, 2025 TO SEPTEMBER 30, 2026

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.10. <u>RECEIVE AND FILE THE CITY TREASURER'S FIRST QUARTER, FISCAL YEAR 2025-26 REPORT</u>

CONTACT: EUGENE SOLOMON, CITY TREASURER

H.11. ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2511-087 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ACCEPTING A DONATION IN THE AMOUNT OF \$38,400 FROM CALIFORNIA WATER SERVICE GROUP AND AUTHORIZING A 2025-2026 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE THE DONATION TO THE FIRE DEPARTMENT OPERATING BUDGET TO PARTIALLY FUND THE COST OF COGNITIVE PERFORMANCE COACHING SERVICES

CONTACT: PATRICK BUTLER, FIRE CHIEF

H.12. ADOPT BY TITLE ONLY RESOLUTION NO. 2511-088 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DIRECTING STAFF TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DIVISION OF BOATING AND WATERWAYS FOR A BOAT LAUNCHING FACILITY GRANT FOR MOTORIZED BOATS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATIONS, CONTRACTS, AGREEMENTS, AND AMENDMENTS NECESSARY TO IMPLEMENT THE GRANT

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.13. APPROVE AN AMENDMENT TO THE AGREEMENT WITH REVIZE, LLC FOR CITY WEBSITE HOSTING AND MAINTENANCE SERVICES TO ADD THE ARTIFICIAL INTELLIGENCE SEARCH AND CHATBOT FUNCTIONS, EXTEND THE TERM THREE YEARS, FOR THE PERIOD NOVEMBER 7, 2025 THROUGH NOVEMBER 6, 2028, WITH TWO OPTIONAL ONE-YEAR RENEWALS, AND INCREASE THE AMOUNT OF THE CONTRACT BY \$46,000 FOR A NEW NOT TO EXCEED TOTAL OF \$166,100

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

H.14. RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY THE CITY COUNCIL ON JUNE 10, 2025

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

- I. EXCLUDED CONSENT CALENDAR ITEMS
- J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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J.1. For eComments and Emails Received from the Public

K. EX PARTE COMMUNICATIONS

This section is intended to allow all elected officials the opportunity to reveal any disclosure or ex parte communication about the following public hearings

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING TO REVIEW THE RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT'S CALENDAR YEAR 2025 ANNUAL REPORT AND TO CONSIDER LEVYING AN ASSESSMENT FOR THE DISTRICT FOR CALENDAR YEAR 2026

PROCEDURES:

- a. Open Public Hearing, take testimony; and
- b. Close Public Hearing; and
- c. Adopt By Title Only Resolution No. CC-2511-089

ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2511-089, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE 2025 REPORT OF THE RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD AND LEVYING AN ASSESSMENT FOR CALENDAR YEAR 2026

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

L.2. PUBLIC HEARING FOR INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, TO ADD SECTION 10-2.402(A) (167.5); AMENDING TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402(A); AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, TO ADD SECTION 10-2.1641; AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, TO ADD SECTION 10-5.1639; AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, SECTION 10-2.1626(B); AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, SECTION 10-5.1626(B); AMENDING TITLE 1, CHAPTER 2, SECTION 1-2.03; AMENDING TITLE 5, CHAPTER 9, ARTICLE 2, SECTION 5-9.204(A)(4) PERTAINING TO THE ZONING, REGULATION AND ENFORCEMENT OF SMOKE SHOPS AND TOBACCO SALES

PROCEDURES:

- 1. Open the public hearing and take testimony;
- 2. Close the public hearing, deliberate; and
- 3. Introduce the following ordinance by title only.

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3310-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, TO ADD SECTION 10-2.402(A)(167.5); AMENDING TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402(A); AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, TO ADD SECTION 10-2.1641; AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, TO ADD SECTION 10-5.1639; AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, SECTION 10-2.1626(B); AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, SECTION 10-5.1626(B); AMENDING TITLE 1, CHAPTER 2, SECTION 1-2.03; AMENDING TITLE 5, CHAPTER 9, ARTICLE 2, SECTION 5-9.204(A)(4) PERTAINING TO THE ZONING, REGULATION AND ENFORCEMENT OF SMOKE SHOPS AND TOBACCO SALES

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

L.3. PUBLIC HEARING FOR INTRODUCTION AND FIRST READING OF ORDINANCES

AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, SECTION 10-2.402 DEFINITIONS AND TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402 DEFINITIONS OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES AND DETERMINING THE AMENDMENT AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

PROCEDURES:

- 1. Open the public hearing and take testimony;
- 2. Close the public hearing and deliberate;
- 3. Introduce the following ordinances by title only; and
- 4. Adopt by title only the resolution submitting ordinance to the California Coastal Commission

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3308-25, AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, SECTION 10-2.402(a)(135.5) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3309-25, AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402(a) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES AND DETERMINING SUCH AMENDMENT AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2511-090, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, FORWARDING TO AND REQUESTING CERTIFICATION BY THE CALIFORNIA COASTAL COMMISSION OF AMENDMENTS TO TITLE 10, CHAPTER 5 (COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE), ARTICLE 1, SECTION 10-5.402(A) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES, WHICH IS INTENDED TO BE CARRIED OUT IN A MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT; AND PROVIDING THAT THE AMENDMENTS TO THE CITY'S LOCAL COASTAL PROGRAM WILL TAKE EFFECT AUTOMATICALLY UPON COASTAL COMMISSION APPROVAL PURSUANT TO PUBLIC RESOURCES CODE SECTION 30514 AND TITLE 14, SECTION 13551 OF THE CALIFORNIA CODE OF REGULATIONS

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR SEAN SCULLY, PLANNING MANAGER

- M. ITEMS CONTINUED FROM PREVIOUS AGENDAS
- N. ITEMS FOR DISCUSSION PRIOR TO ACTION
- N.1. <u>DISCUSSION AND POSSIBLE ACTION ON THE CITY'S TRANSIENT OCCUPANCY</u>
 TAX AND THE PROCESS TO CONSIDER INCREASING THE TAX RATE

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

- O. CITY MANAGER ITEMS
- P. MAYOR AND COUNCIL ITEMS
- Q. MAYOR AND COUNCIL REFERRALS TO STAFF
- R. RECESS TO CLOSED SESSION
- **R.1.** CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Police Officers' Association, Redondo Beach Police Management Unit, Management and Confidential Employee Group, and Redondo Beach Firefighters' Association

R.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

<u>City of Redondo Beach, et al. v. California State Water Resources Control Board</u> Case Number: 20STCP03193

R.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

In re 9300 Wilshire LLC

Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

R.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive

Case Number: 23STCP02189

R.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC) Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

R.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive Case Number: 23TRCP00325

R.7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive Case Number: 23STCV10146

R.8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo
Beach and City Council of the City of Redondo Beach
Case Number: B336042

R.9. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, et al.

Case Number: B337897

R.10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: AES Southland Development, LLC and AES Redondo Beach, LLC v. California Coastal Commission
Case Number: BS157789

R.11. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).

One potential case

R.12. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54956.8.

AGENCY NEGOTIATORS:

Mike Witzansky, City Manager

Luke Smude, Assistant to the City Manager

PROPERTY:

3007 Vail Ave., Redondo Beach, CA 90278

(a portion of APN: 415-001-7931)

Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278

(APN: 415-803-3900)

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(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)

1935 Manhattan Beach Blvd., Redondo Beach, CA 90278

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(a Portion of APN: 408-302-4900)

200 N. Pacific Coast Highway, Redondo Beach, CA 90277

(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:

Dr. Nicole Wesley, Superintendent

Redondo Beach Unified School District

UNDER NEGOTIATION:

Both Price and Terms

R.13. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957(b).

Title: City Manager

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, December 2, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



R.1., File # 25-1538 Meeting Date: 11/18/2025

TITLE

CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Police Officers' Association, Redondo Beach Police Management Unit, Management and Confidential Employee Group, and Redondo Beach Firefighters' Association



F.2., File # 25-1580 Meeting Date: 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

City of Redondo Beach, et al. v. California State Water Resources Control Board

Case Number: 20STCP03193



F.3., File # 25-1581 Meeting Date: 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

In re 9300 Wilshire LLC

Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER



F.4., File # 25-1582 Meeting Date: 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive Case Number: 23STCP02189



F.5., File # 25-1583 Meeting Date: 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC) Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER



F.6., File # 25-1584 Meeting Date: 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive

Case Number: 23TRCP00325



F.7., File # 25-1585 Meeting Date: 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and

DOES 1 through 100, inclusive Case Number: 23STCV10146



F.8., File # 25-1586 Meeting Date: 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City

Council of the City of Redondo Beach

Case Number: B336042



F.9., **File #** 25-1587 **Meeting Date:** 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of

Redondo Beach; City of Redondo Beach Department of Community Development, et al.

Case Number: B337897



F.10., File # 25-1588 Meeting Date: 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: AES Southland Development, LLC and AES Redondo Beach, LLC v. California

Coastal Commission

Case Number: BS157789



F.11., File # 25-1591 Meeting Date: 11/18/2025

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).

One potential case



F.12., File # 25-1600 Meeting Date: 11/18/2025

TITLE

CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54956.8.

AGENCY NEGOTIATORS:

Mike Witzansky, City Manager Luke Smude, Assistant to the City Manager

PROPERTY:

3007 Vail Ave., Redondo Beach, CA 90278

(a portion of APN: 415-001-7931)

Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278

(APN: 415-803-3900)

715 Julia Ave, Redondo Beach, CA 90277

(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)

1935 Manhattan Beach Blvd., Redondo Beach, CA 90278

(APN: 404-900-8903)

807 Inglewood Ave., Redondo Beach, CA 90278

(a Portion of APN: 408-302-4900)

200 N. Pacific Coast Highway, Redondo Beach, CA 90277

(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:

Dr. Nicole Wesley, Superintendent Redondo Beach Unified School District

UNDER NEGOTIATION:

Both Price and Terms



F.13., File # 25-1599 Meeting Date: 11/18/2025

TITLE

CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957(b).

Title: City Manager



D.1., File # 25-1589 Meeting Date: 11/18/2025

TITLE

MAYOR'S COMMENDATION TO MELANIE CHAVIRA FOR HER YEARS OF SERVICE TO THE CITY



D.2., File # 25-1535 Meeting Date: 11/18/2025

CITY CLERK ELEANOR MANZANO TO ADMINISTER OATH OF OFFICE TO NEW SENIOR DEPUTY CITY PROSECUTOR SIANNAH COLLADO



D.3., File # 25-1590 Meeting Date: 11/18/2025

TITLE

MAYOR'S COMMENDATION TO THE REDONDO BEACH ROTARY CLUB FOR THEIR 100 YEARS OF SERVICE TO THE COMMUNITY



G.1., File # 25-1551 Meeting Date: 11/18/2025

TITLE

For Blue Folder Documents Approved at the City Council Meeting



H.1., File # 25-1552 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF NOVEMBER 18, 2025

EXECUTIVE SUMMARY

STATE OF CALIFORNIA)	
COUNTY OF LOS ANGELES)	SS
CITY OF REDONDO BEACH)	

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations indicated below.

Legislative Body City Council

Posting Type Adjourned & Regular Agenda

Posting Locations 415 Diamond Street, Redondo Beach, CA 90277

✓ Adjacent to Council Chambers

Meeting Date & Time November 18, 2025 4:30 Closed Session

6:00 p.m. Open Session

As City Clerk of the City of Redondo Beach, I declare, under penalty of perjury, the document noted above was posted at the date displayed below.

Eleanor Manzano, City Clerk

Date: November 13, 2025



H.2., File # 25-1553 Meeting Date: 11/18/2025

TITLE

APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA



H.3., File # 25-1554 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



H.4., File # 25-1403 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
CHECKS 30449-30460 IN THE AMOUNT OF \$16,211.39, PD. 11/7/25
DIRECT DEPOSIT 302970-303603 IN THE AMOUNT OF \$2,473,303.46, PD. 11/7/25
EFT/ACH \$9,987.19, PD. 10/24/25 (PP2522)
EFT/ACH \$472,418.66, PD. 11/17/25 (PP2522)

ACCOUNTS PAYABLE DEMANDS CHECKS 122348-122501 IN THE AMOUNT OF \$1,697,085.62

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 11182025_RECOMMENDATION_TO_APPROVE
- 11182025 VENDOR INVOICE LIST

RECOMMENDATION TO APPROVE PAYROLL AND ACCOUNTS PAYABLE COUNCIL MEETING NOVEMBER 18, 2025

a. Payroll Demands

- Checks 30449-30460, \$16,211.39, Pd.11/7/25
- Direct Deposit 302970-303603, \$2,473,303.46, Pd.11/7/25
- EFT/ACH \$9,987.19, Pd. 10/24/25 (PP2522)
- EFT/ACH \$472,418.66, Pd. 11/17/25 (PP2522)

b. Accounts Payable Demands

• Checks 122348-122501, \$1,697,085.62

I hereby approve and authorize for payment the above demands.

Mike Witzansky City Manager

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER (CHECK RUN	CHECK #	INVOICE NET DUE	DATE TYPE	E STS	INVOICE DESCRIPTION
12675 #1 ALL SAFE & SECURE									
10-25-CRB		10/31/2025	10329845	11182025	122348	280.00 11/	06/2025 INV	PD	FINGERPRINTS OCTOBER 2025
15013 AAA OIL INC									
P3040744-1	7180	10/24/2025	10329936	11182025	122349	14,509.12 11/	'23/2025 INV	PD	4,000 GALLONS DIESEL FUEL
15018 AGILE B	RIDGE CLUB								
100625SEPT2025		11/04/2025	10329902	11182025	122350	1,028.30 11/	'04/2025 INV	PD	100625 SEPT2025 SENIOR BR
8759 ALAN'S LAWNMOWER & GARDEN CENTER									
109247		11/03/2025	10329949	11182025	122351	433.29 12/	'02/2025 INV	PD	FERTILIZER, CARB TUNE UP
144 AMERICAN CITY PEST CONTROL INC.									
860982 PEST-FAC 10/25		11/05/2025 10/31/2025			122352 122352	112.50 11/ 877.00 11/	06/2025 INV 28/2025 INV	PD PD	Sept 2025 American Pest M PEST-FAC 10/25
PEST-HARBOR-10/25		10/31/2025	10330031	11182025	122352				PEST-HARBOR-10/25
176 AMERICAN TEXTILE MAINTENANCE COMPANY									
21315510 21317444	7019 7019	10/10/2025 10/14/2025	10329918 1 10329920 1	11182025 11182025	122353 122353	267.23 11/ 279.27 11/	05/2025 INV	PD PD	JAIL LINEN SERVICE 10/10/ JAIL LINEN SERVICE 10/14/
21319516 21321484	7019 7019	10/17/2025 10/21/2025	10329922	11182025	122353 122353	292.51 11/ 290.05 11/	05/2025 INV	PD PD	JAIL LINEN SERVICE 10/17/ JAIL LINEN SERVICE 10/21/
21323587 21325519	7019 7019	10/24/2025 10/28/2025	10329924	11182025	122353 122353	267.23 11/	05/2025 INV	PD	JAIL LINEN SERVICE 10/24/ JAIL LINEN SERVICE 10/28/
21327688 21329778	7019 7019	10/31/2025 11/04/2025	10329930	11182025	122353 122353	267.23 11/	05/2025 INV	PD	JAIL LINEN SERVICE 10/20/ JAIL LINEN SERVICE 10/31/ JAIL LINEN SERVICE 11/4/2
		11/04/2023	10323332	11102023	122333	2,224.31	03/2023 INV	PD	JAIL LINEN SERVICE 11/4/2
11606 ARCHITE	*	11 /02 /2025	10220067	11102025	122254	2 257 50 44 /	/OF /2025 - ****/	DD	CCE DOW WEST OF DOU'T ANDS
34517	7105	11/03/2025	1037330/ -	11182072	122354	3,237.30 11/	U3/2U23 INV	טץ	SCE ROW WEST OF PCH LANDS
6328 BAYSIDE	MEDICAL CI		10220017	11102025	122255	1 400 00 11	(05 (2025 5::::		00/2025 =
00188510	501IND 575=	10/08/2025	10329917	11182052	122355	1,480.00 11/	U5/2025 INV	PD	09/2025 Inmate Medical Cl
384 BILL'S SOUND SYSTEMS, INC.									
46180 BILLSOUND 10-25		07/05/2025 10/03/2025	10330070 10330071	11182025 11182025	122356 122356	4,563.00 11/			SECURITY SYSTEMS PASSCODE QUARTERLY ALARM OCT - DEC
12925 BKF ENGINEERS 4,628.00									
25101202	6945	11/03/2025	10329901	11182025	122357	34,788.25 11/	05/2025 INV	PD	TS COMMUN. NETWORK SYSTEM
416 BOUND T	REE MEDICA	L, LLC							

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CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYP	E STS	S INVOICE DESCRIPTION				
85975325	10/29/2025 10330065 11182025	122358	249.08 11/05/2025 INV	PD	PM MEDICAL SUPPLIES				
12131 BPS TACTICAL									
25041916	10/30/2025 10330015 11182025	122359	788.76 11/05/2025 INV	PD	CATANZARO REPLACEMENT VES				
13136 BRADFORD, JOANNE									
FALL2025	10/29/2025 10329789 11182025	122360	1,519.00 10/29/2025 INV	PD	FALL2025 SINGNDANCE 2YPG0				
6387 BRIT WEST SOCCER									
FALL2025	11/04/2025 10329912 11182025	122361	4,519.20 11/04/2025 INV	PD	FALL2025 BWSOCCER 2YPG110				
15014 BURRO CANYON									
3625	09/29/2025 10330051 11182025	122362	100.00 10/29/2025 INV	PD	09/26/25 RANGE FEES				
13215 CALCOMP GRAPHIC SOLUTIONS									
1205815	10/28/2025 10329946 11182025	122363	1,999.00 11/06/2025 INV	PD	ONE YEAR WARRANTY FOR SIG				
15384 CALIFORNIA MUNICIPAL STATISTICS INC									
25080806	08/08/2025 10330191 11182025	122364	1,200.00 11/12/2025 INV	PD	DIRECT AND OVERLAPPING DE				
577 CALIFORNIA WATER SERVICE									
2754759120-10222025 4829034224-10292025 6679269167-10142025	10/22/2025 10330032 11182025 10/29/2025 10330025 11182025 10/14/2025 10329858 11182025	122365 122365 122365	8,682.01 11/06/2025 INV 206.08 11/06/2025 INV 4 711 62 11/06/2025 INV	PD PD	MANHATTAN BEACH, ARTESIA, 230 PORTOFINO WAY 9/9 - 1 116 YACHT CLUB WAY, 137 I				
6682231418-10232025 9779295077-10272025	10/23/2025 10330027 11182025 10/27/2025 10330030 11182025	122365 122365	207.91 11/06/2025 INV	PD	1505 FLAGLER LN 9/18 - 10 TORRANCE BLVD, HARBOR DR,				
9968051525-10222025	10/22/2025 10330028 11182025	122365	3,025.09 11/06/2025 INV	PD	120, 200 PORTOFINO WAY 9/				
12246 CANINE DEPLOYMENT STRATEGIES 57,256.63									
264 6558	11/03/2025 10330044 11182025	122366	2,133.32 12/03/2025 INV	PD	10/2025 K9 TRAINING				
13232 CENICEROS, ANGELICA									
POA 07/04/2025	08/06/2025 10329977 11182025	122367	484.38 11/06/2025 INV	PD	POA CALIFORNIA COAST TERR				
13000 CHARTER COMMUNICATIONS									
187587301102125 188420501102125	10/21/2025 10330052 11182025 10/21/2025 10330050 11182025	122368 122368			MONTHLY CHARGES STATION MONTHLY CHARGES ANNEX				
13251 CHOICE MEDIATION			410.23						
103125	10/31/2025 10330080 11182025	122369	247.50 11/06/2025 INV	PD	10/25 RB Mediation Servic				

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VENDOR INVOICE LIST

725 CLEAN ENERGY CE12818939	INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET DUE DA	TE TYPE	STS	INVOICE DESCRIPTION
702 CITY OF MANHATTAN BEACH 4974 10/01/2025 10329765 11182025 122371 4,974.00 10/31/2025 INV PD SHARE OF MEDIAN MAINTENAN 709 CITY OF TORRANCE TOTIF FIRE 8.25-10.27 11/05/2025 10330020 11182025 122372 426.35 11/06/2025 INV PD TOTIFACE FIRE 8.25-10.27 7138 CIVIC PLUS 343739 7172 10/30/2025 10329816 11182025 122373 7,924.77 10/30/2025 INV PD SOCIAL Media Archiving St 725 CLEAN ENERGY 6212818939 7172 10/31/2025 10330036 11182025 122374 25,908.72 11/06/2025 INV PD OUTSIDE FUELING CNG USAGE CET28189406 7056 11/05/2025 10330000 11182025 122374 25,908.72 11/06/2025 INV PD OUTSIDE FUELING CNG USAGE OCT 2025 CNG FUEL FOR TRA 8889 COMMLINE, INC. 90507676-IN 6932 09/09/2025 10330039 11182025 122374 25,908.72 11/06/2025 INV PD OUTSIDE FUELING CNG USAGE OCT 2025 CNG FUEL FOR TRA 23.956.75 11863 COMMUNICATION STRATEGIES 11863 COMMUNICATION STRATEGIES 11863 COMMUNICATION STRATEGIES 1072 10/40/2025 10329887 11182025 122375 31.1852.22 11863 COMPANY NURSE, LLC 42500 10/31/2025 10329887 11182025 122377 688.00 11/06/2025 INV PD PROVIDE TECH CONSULT SERV 10780 COMPANY NURSE, LLC 42500 10/31/2025 10329904 11182025 122377 688.00 11/06/2025 INV PD PROVIDE TECH CONSULT SERV 13685 COOK, ADAM 4900NOFCOOK 11/04/2025 10329904 11182025 122376 88.00 11/06/2025 INV PD PROVIDE TECH CONSULT SERV 13685 COOK, ADAM 4900NOFCOOK 11/04/2025 10330073 11182025 122379 814.23 11/06/2025 INV PD PROVIDE TECH CONSULT SERV 10780 COMPANY OF L.A. DEPT. OF PUBLIC WORKS 10780 COMPANY OF SANTA ANA 2018294 10/31/2025 10330047 11182025 122379 814.23 11/06/2025 INV PD T.S.230/MARINE AVØREDONDO 8372 CULLIGAN OF SANTA ANA 2018294 10/31/2025 10330047 11182025 122380 155.00 11/20/2025 INV PD STOCK TIRES	•	NE	10 /20 /2025	10220000	11102025	122270	400 00 11 /00	/2025 TAP	DD.	MCTCON CTTV MANACEMENT FO
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	919 DANIELS T	IRE SERVI	ICE							
	200551814		10/08/2025	10329762	11182025	122381	402.34 11/06	'2025 INV	PD	STOCK TIRES
	200552195									

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INVOICE	P.O.	INV DATE	VOUCHER (CHECK RUN (CHECK #	INVOICE NET DUE DATE	TYPE ST	S INVOICE DESCRIPTION
952 DELL CO	MPUTER CORF	PORATION				1,547.55		
10836005430	6946	10/30/2025	10329821	11182025	122382	6,757.16 10/30/2025	INV PD	3000191456898.1 PowerEdge
13046 DIAMOND	, RHONDA							
RD1FALL2025		10/29/2025	10329790	11182025	122383	4,158.00 10/29/2025	INV PD	RD1FALL2025 LINEDANCE 2AP
6174 DIAZ, C	CARRIE							
11032025		11/04/2025	10329913	11182025	122384	59.92 11/04/2025	INV PD	CARRIE DIAZ MILEAGE FOR O
10748 DOUG &	SONS PEST C	CONTROL						
50246 50282 50431 50432 50535 50590 50687		10/01/2025 10/08/2025 10/14/2025 10/08/2025 10/20/2025 10/01/2025 10/14/2025	10329829 10329832 10329830 10329833 10329827	11182025 11182025 11182025 11182025 11182025	122385 122385 122385 122385 122385 122385 122385	75.00 11/08/2025 75.00 11/14/2025 55.00 11/08/2025 82.00 11/20/2025 82.00 11/01/2025	INV PD INV PD INV PD INV PD INV PD	MONTHLY PEST CONTROL NORT MONTHLY PEST/BAIT STATION
13793 ED'S FE	NCING INC.	10 /20 /2025	10220705	11102025	122206	205 00 11 /27 /2025		5.1
1005 511 75 5	NIV/TRONIMENITA	10/28/2025		11182025	122386	395.00 11/2//2025	INV PD	Reinstall temporary chain
25-486	:NVIKUNMEN I A	10/07/2025		11102025	122387	1 220 00 11/06/2025	TNIV DD	WOOD SAMPLING RESULTS CRE
	DTDE CLEANT	IO/O7/2023		11102023	122307	1,229.00 11/00/2023	INV PD	WOOD SAMPLING RESULTS CRE
12762	6636	10/29/2025	•	11182025	122388	40 245 40 11/28/2025	TNV DD	SEWER LINE CLEANING AND R
1099 EMPLOYM		, ,	10323304	11102023	122300	TO,2TJ.TO 11/20/2023	THV PD	SEWER LINE CLEANING AND R
L1737164848	LITE DEVELOP	10/29/2025	10330057	11182025	122389	8 366 00 11/06/2025	TNV PN	UNEMPLOYMENT 07/01/2025 -
10248 EPAX SY	STEMS. INC.				122303	0,300.00 11,00,2023		Site in Editheri Ory Oly 2023
40230	2.2.0, 2.10.	10/01/2025	10329883	11182025	122390	1.004.21 10/31/2025	INV PD	MONTHLY PIER COMPACTOR 10
8457 EVELO,	JERROD	-, - ,				,, , , , , , , , , , , , , , , , ,		
EVELOSUPMIL EVELOSUPPD	-	11/04/2025 11/04/2025			122391 122391	230.00 11/04/2025	INV PD INV PD	MILEAGE SUPERVISOR COURSE PER DIEM SUPERVISOR COURS
8598 EVIDENT	CRIME SCEN	IE PRODUCTS				341.22		
254316A		10/22/2025	10329889	11182025	122392	99.17 11/21/2025	INV PD	CHEMICAL PROCESSING SUPPL



VENDOR INVOICE LIST

INUSQ233819 7178 11/04/2025 10329897 11182025 122393 7,333.51 11/04/2025 INV PD Deep Freeze Cloud Ultimat 1176 FEDERAL EXPRESS CORPORATION 9-041-72656 10/24/2025 10329836 11182025 122394 13.64 10/30/2025 INV PD POSTAGE 12981 FIRE SMART PROMOTIONS 10479 FLYING LION, INC. 2666 6524 11/03/2025 10330042 11182025 122396 1,304.99 12/03/2025 INV PD CHILDREN PLASTIC HATS 10479 FORVIS MAZARS LLP 2716312 11/11/2025 10330020 11182025 122397 1,100.00 11/12/2025 INV PD FV EVE CFA, PFA & PA REPORTS 11/11/2025 10330198 11182025 122397 4,200.00 11/12/2025 INV PD CITY SCO & STREET REPORTS 13951 FOSTER & FOSTER, INC. 38672 6451 10/31/2025 10330205 11182025 122398 2,750.00 11/12/2025 INV PD ACTUARIAL AND GASB 75 REP 10825 FRANCO AUTO UPHOLSTERY 17642 10/28/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD UNIT 258-15 REPAIR SEAT 1 1289 GALLS INCORPORATED 032952265 10/25/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 14544 GENERAL CODE LLC 6C00132457 11/01/2025 10329900 11182055 122401 2,045.00 12/01/2025 INV PD ECODE360 ANNUAL MAINTENAN
1176 FEDERAL EXPRESS CORPORATION 9-041-72656 10/24/2025 10329836 11182025 122394 13.64 10/30/2025 INV PD PD POSTAGE 12981 FIRE SMART PROMOTIONS 120337 10/28/2025 10330048 11182025 122395 1,264.32 11/18/2025 INV PD CHILDREN PLASTIC HATS 10479 FLYING LION, INC. 2666 6524 11/03/2025 10330042 11182025 122396 1,304.99 12/03/2025 INV PD 11/2025 DRONE SERVICES & 14591 FORVIS MAZARS LLP 2716312 11/11/2025 10330198 11182025 122397 1,100.00 11/12/2025 INV PD CHILDREN PLASTIC HATS 10825 FRANCO AUTO UPHOLSTERY 10825 FRANCO AUTO UPHOLSTERY 10826 GALLS INCORPORATED 10/28/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD WINIT 258-15 REPAIR SEAT 1 1289 GALLS INCORPORATED 10/25/2025 10329658 11182025 122400 1,138.29 11/26/2025 INV PD UNIT ORMS 118454 GENERAL CODE LLC 1289 GALLS INCORPORATED 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 14454 GENERAL CODE LLC
9-041-72656 10/24/2025 10329836 11182025 122394 13.64 10/30/2025 INV PD POSTAGE 12981 FIRE SMART PROMOTIONS 10/28/2025 10330048 11182025 122395 1,264.32 11/18/2025 INV PD CHILDREN PLASTIC HATS 10479 FLYING LION, INC. 2666 6524 11/03/2025 10330042 11182025 122396 1,304.99 12/03/2025 INV PD 11/2025 DRONE SERVICES & 14591 FORVIS MAZARS LLP 2716311 11/11/2025 10330200 11182025 122397 1,100.00 11/12/2025 INV PD CHILDREN PLASTIC HATS 13951 FOSTER & FOSTER, INC. 38672 6451 10/31/2025 10330205 11182025 122398 2,750.00 11/12/2025 INV PD CHILDREN PLASTIC HATS 136825 FRANCO AUTO UPHOLSTETY 17642 10/28/2025 10329878 11182025 122399 2,750.00 11/12/2025 INV PD WINT 258-15 REPAIR SEAT 1 1289 GALLS INCORPORATED 3032952265 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD WINT 6RMS 11454 GENERAL CODE LLC 1289 GALES LCC 1289 GALES LCC 1289 GALES LCC 10/27/2025 103299774 11182025 122400 1,138.29 11/26/2025 INV PD WINT 6RMS 1,138.29 11/26/2025 INV PD WINT 6RMS
12981 FIRE SMART PROMOTIONS 10078 / 1078 / 2025 10330048 11182025 122395
120337 10/28/2025 10330048 11182025 122395 1,264.32 11/18/2025 INV PD CHILDREN PLASTIC HATS 10479 FLYING LION, INC. 2666 6524 11/03/2025 10330042 11182025 122396 1,304.99 12/03/2025 INV PD 11/2025 DRONE SERVICES & 14591 FORVIS MAZARS LLP 2716311 11/11/2025 10330200 11182025 122397 1,100.00 11/12/2025 INV PD CITY SCO & STREET REPORTS 2716312 11/11/2025 10330198 11182025 122397 4,200.00 11/12/2025 INV PD CITY SCO & STREET REPORTS 13951 FOSTER & FOSTER, INC. 38672 6451 10/31/2025 10330205 11182025 122398 2,750.00 11/12/2025 INV PD ACTUARIAL AND GASB 75 REP 10825 FRANCO AUTO UPHOLSTERY 17642 10/28/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD UNIT 258-15 REPAIR SEAT 1 1289 GALLS INCORPORATED 032952265 10/25/2025 10329774 11182025 122400 1,435.54 11/24/2025 INV PD UNIFORMS 11454 GENERAL CODE LLC
10479 FLYING LION, INC. 2666 6524 11/03/2025 10330042 11182025 122396 1,304.99 12/03/2025 INV PD 11/2025 DRONE SERVICES & 14591 FORVIS MAZARS LLP 2716311 11/11/2025 10330200 11182025 122397 1,100.00 11/12/2025 INV PD CITY SCO & STREET REPORTS 2716312 11/11/2025 10330198 11182025 122397 4,200.00 11/12/2025 INV PD CITY SCO & STREET REPORTS 2716312 10/31/2025 10330198 11182025 122397 4,200.00 11/12/2025 INV PD CITY SCO & STREET REPORTS 2716312 10/31/2025 10330205 11182025 122397 4,200.00 11/12/2025 INV PD CITY SCO & STREET REPORTS 2716312 10/28/2025 10330205 11182025 122398 2,750.00 11/12/2025 INV PD ACTUARIAL AND GASB 75 REP 2716312 10/28/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD UNIT 258-15 REPAIR SEAT 1 2716312 10/25/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD UNIT 258-15 REPAIR SEAT 1 2716312 10/25/2025 10329878 11182025 122400 1,435.54 11/24/2025 INV PD UNIFORMS 2716312 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 2716312 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS
2666 6524 11/03/2025 10330042 11182025 122396 1,304.99 12/03/2025 INV PD 11/2025 DRONE SERVICES & 14591 FORVIS MAZARS LLP 2716311 11/11/2025 10330200 11182025 122397 1,100.00 11/12/2025 INV PD FYE CFA, PFA & PA REPORTS (ITY SCO & STREET REPORTS 13951 FOSTER & FOSTER, INC. 38672 6451 10/31/2025 10330205 11182025 122398 2,750.00 11/12/2025 INV PD ACTUARIAL AND GASB 75 REP 10825 FRANCO AUTO UPHOLSTERY 17642 10/28/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD UNIT 258-15 REPAIR SEAT 1 1289 GALLS INCORPORATED 032952265 10/25/2025 10329658 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 14454 GENERAL CODE LLC
14591 FORVIS MAZARS LLP 2716311
2716311 11/11/2025 10330200 11182025 122397 1,100.00 11/12/2025 INV PD FYE CFA, PFA & PA REPORTS 4,200.00 11/12/2025 INV PD CITY SCO & STREET REPORTS 5,300.00 13951 FOSTER & FOSTER, INC. 38672 6451 10/31/2025 10330205 11182025 122398 2,750.00 11/12/2025 INV PD ACTUARIAL AND GASB 75 REP 10825 FRANCO AUTO UPHOLSTERY 17642 10/28/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD UNIT 258-15 REPAIR SEAT 1 1289 GALLS INCORPORATED 032952265 10/25/2025 10329658 11182025 122400 1,435.54 11/24/2025 INV PD UNIFORMS 032961231 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 1,138.29 11/26/2025 INV PD UNIFORMS 2,573.83
2716312
\$ 5,300.00 38672 6451 10/31/2025 10330205 11182025 122398 2,750.00 11/12/2025 INV PD ACTUARIAL AND GASB 75 REP 10825 FRANCO AUTO UPHOLSTERY 17642 10/28/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD UNIT 258-15 REPAIR SEAT 1 1289 GALLS INCORPORATED 032952265 032961231 10/27/2025 10329774 11182025 122400 1,435.54 11/24/2025 INV PD UNIFORMS 032961231 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 14454 GENERAL CODE LLC
38672 6451 10/31/2025 10330205 11182025 122398 2,750.00 11/12/2025 INV PD ACTUARIAL AND GASB 75 REP 10825 FRANCO AUTO UPHOLSTERY 17642 10/28/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD UNIT 258-15 REPAIR SEAT 1 1289 GALLS INCORPORATED 032952265 032961231 10/27/2025 10329658 11182025 122400 1,435.54 11/24/2025 INV PD UNIFORMS 032961231 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 14454 GENERAL CODE LLC
10825 FRANCO AUTO UPHOLSTERY 17642
17642 10/28/2025 10329878 11182025 122399 175.00 11/28/2025 INV PD UNIT 258-15 REPAIR SEAT 1 1289 GALLS INCORPORATED 032952265 10329658 11182025 122400 1,435.54 11/24/2025 INV PD UNIFORMS 032961231 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 14454 GENERAL CODE LLC
1289 GALLS INCORPORATED 032952265
032952265
032961231 10/27/2025 10329774 11182025 122400 1,138.29 11/26/2025 INV PD UNIFORMS 14454 GENERAL CODE LLC 1,138.29 11/26/2025 INV PD UNIFORMS 2,573.83
14454 GENERAL CODE LLC
GC00132457 11/01/2025 10329900 11182025 122401 2,045.00 12/01/2025 INV PD ECODE360 ANNUAL MAINTENAN
PG000043415 09/25/2025 10329763 11182025 122401 1,114.00 10/25/2025 INV PD SUPPLEMENT NO. 7 PRINT 9/
7023 GEOSYNTEC 3,159.00
642305 5993 11/03/2025 10329867 11182025 122402 2,429.00 11/05/2025 INV PD FULTON PLAYFIELD PLANNING 656435 6791 11/03/2025 10329865 11182025 122402 14,729.74 11/05/2025 INV PD ENVIRONMENTAL SUPPORT SER
657552 5993 11/03/2025 10329866 11182025 122402 1,883.50 11/05/2025 INV PD FULTON PLAYFIELD PLANNING 19,042.24
7833 GROUP DELTA CONSULTANTS
451353 05/31/2025 10330123 11182025 122403 2,700.00 11/07/2025 INV PD 4/25 C Line Extension Sup 50053 03/11/2025 10330121 11182025 122403 600.00 11/07/2025 INV PD 2/25 C Line Extension Sup
50266 04/10/2025 10330122 11182025 122403 1,925.00 11/07/2025 INV PD 3/25 C Line Extension Sup

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INVOICE P.O.	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYP	E STS	S INVOICE DESCRIPTION
15278 GUNN, TYRON			5,225.00		
TGParkingRefundSept	11/05/2025 10330016 11182025	122404	54.00 11/06/2025 INV	PD	TG Parking Refund 9.4-5.2
1416 HAAKER EQUIPMENT C	OMPANY				
INV18783	10/08/2025 10330075 11182025	122405	244.16 11/06/2025 INV	PD	UNIT 803-19 PIER SCUBBER
1453 HDL, COREN & CONE					
SIN055931	10/29/2025 10329819 11182025	122406	5,008.50 10/30/2025 INV	PD	CONTRACT SERVICES PROPERT
1500 HOFFMAN, JOSEPH					
92925-10325	11/04/2025 10329926 11182025	122407	29.40 11/06/2025 INV	PD	LACPCA HUNTINGTON BEACH P
12138 INSIGHT PUBLIC SEC	TOR SLED				
1101324464 7142 1101327968 7163	10/24/2025 10329614 11182025 11/04/2025 10329934 11182025	122408 122408	12,640.32 11/04/2025 INV	PD PD	Three Eflyn 55" touch scr Barracuda E-Mail Protecti
1619 INTERSTATE BATTERI	ES OF CALIF COAST, INC		73,319.82		
130115523 130115591	10/30/2025 10329876 11182025 11/04/2025 10330033 11182025	122409 122409		PD PD	BATTERIES 10/30/25 STOCK BATTERIES - GC2-ECL
11296 JOE MAR POLYGRAPH	& INVESTIGATION		1,571.68		
25-049-RPBD 25-050-RBPD	10/23/2025 10329903 11182025 10/31/2025 10329895 11182025	122410 122410	250.00 11/04/2025 INV 250.00 11/04/2025 INV	PD PD	POLYGRAPH IVO JAILER POLYGRAPH WALSH VIP
3585 JONES, NANCY			500.00		
OCTOBER2025	11/04/2025 10329907 11182025	122411	2,532.00 11/04/2025 INV	PD	OCTOBER2025 FARMERSMARKET
11071 KEENER, JONATHAN					
KEENERSUPMIL KEENERSUPPD	11/04/2025 10329984 11182025 11/04/2025 10329987 11182025	122412 122412	230.00 11/04/2025 INV		MILEAGE SUPERVISOR COURSE PER DIEM SUPERVISOR COURS
6975 KINGS RIVER CASTIN	G, INC		523.23		
38621	10/28/2025 10330069 11182025	122413	4,995.63 11/27/2025 INV	PD	TRASH RECEPTACLES - PIER/
10899 LA UNIFORMS					
29368 29369 29386	10/01/2025 10329979 11182025 10/01/2025 10329983 11182025 10/02/2025 10329985 11182025	122414 122414 122414	13.23 11/05/2025 INV	PD	UNIFORM COATES PATROL NAME PLATE CAPT MARTINEZ UNIFORM CASTORENA PSS



INVOICE	P.O.	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYPE	STS	TNVOTCE DESCRIPTION
29429 29435 29448 29457 29469 29477 29478 29480 29489 29489 29490 29631 29694 29734 29735 29791	P.0.	10/03/2025 10329988 11182025 10/04/2025 10329989 11182025 10329989 11182025 10/06/2025 10329990 11182025 10/07/2025 10329991 11182025 10/07/2025 10329994 11182025 10/07/2025 10329994 11182025 10/07/2025 10329995 11182025 10/07/2025 10329996 11182025 10/08/2025 10329996 11182025 10/08/2025 10329997 11182025 10/16/2025 10329999 11182025 10/16/2025 10329999 11182025 10/202025 10330001 11182025 10/22/2025 10330002 11182025 10/22/2025 10330003 11182025 10/27/2025 10330007 11182025	122414 122414 122414 122414 122414 122414 122414 122414 122414 122414 122414 122414 122414 122414 122414	293.15 11/05/2025 INV 13.23 11/05/2025 INV 48.00 11/05/2025 INV 7.72 11/05/2025 INV 637.18 11/05/2025 INV 232.52 11/05/2025 INV 15.38 11/05/2025 INV 15.38 11/05/2025 INV 253.52 11/05/2025 INV 253.52 11/05/2025 INV 253.52 11/05/2025 INV 37.23 11/05/2025 INV	PD PD PD PD PD PD PD PD PD PD PD PD PD	UNIFORM SGT MARTIN PATROL NAME PLATE CEDILLOS DISPA ALTERATION ROSE ALTERATION CENICEROS INVE UNIFORM SMITH PATROL UNIFORM SADEGHI TRAFFIC TIE RAMSEY RECRUIT TIE OLEKSIK RECRUIT HOLSTER OLEKSIK RECRUIT HOLSTER RAMSEY RECRUIT UNIFORM MANTIKAS RECRUIT ALTERATION FINK UNIFORM SGT PLUGGE PATROL UNIFORM HAVRILCHAK
14934 LAU, MELIND	DA			3,300.03		
2025-167-СС 2025-169-СС 2025-170-НА		10/23/2025 10329958 11182025 10/28/2025 10329959 11182025 10/28/2025 10329960 11182025	122415 122415 122415	765.00 11/06/2025 INV	PD	MEETING MINUTES FOR CC - MEETING MINUTES FOR CC - MEETING MINUTES FOR HA -
15059 LCR EARTHWO	ORK & EN	NGINEERING CORP		1,232.30		
PP04	6935	11/03/2025 10329864 11182025	122416	239,823.70 11/05/2025 INV	PD	RESI STREET REHAB, CYCLE 2
15363 LEGGINS CAS	STERLINE	E & COMPANY LLC				
105	7167	11/03/2025 10329844 11182025	122417	6,240.00 11/03/2025 INV	PD	Consultant for HUD Financ
1887 LIFE ASSIST	T, INC.					
1645711 2006707		10/09/2025 10329972 11182025 10/28/2025 10329773 11182025	122418 122418	1,383.95 11/05/2025 INV 4,281.39 10/28/2025 INV 5,665.34	PD PD	GLOVES - JAIL PARAMEDIC SUPPLIES 10/28/
12775 LINDE GAS &	& EQUIPM	MENT INC		3,003.34		
52925419		10/30/2025 10329823 11182025	122419	560.53 11/29/2025 INV	PD	SCBA CYLINDER RENTAL
1951 LOS ANGELES	S COUNTY	/ SHERIFF'S DEPT				
260709BL		10/17/2025 10329914 11182025	122420	2,251.76 11/05/2025 INV	PD	09/2025 Inmate Food
1956 LOS ANGELES	S COUNTY	Y-DEPT ANIMAL CONTROL				
10252025_092025		10/25/2025 10329971 11182025	122421	935.72 11/05/2025 INV	PD	09/2025 AFTER HOURS ANIMA
15318 MANHATTAN E	BEACH HO	OTEL TRS LLC				
M-V82SMBY2	7158	11/05/2025 10330079 11182025	122422	2,275.90 11/18/2025 INV	PD	ANNUAL TEAM BUILDING EVEN
10809 MANIS, BRET	тт					



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYPE STS INVOICE DESC	CRIPTION				
K9CONFMANIS	11/04/2025 10329908 11182025	122423	258.00 11/04/2025 INV PD PER DIEM K9	CONFERENCE				
7847 MANNING & KASS, EL	LROD, RAMIREZ, TRESTER LLP							
845536 845549 845570	10/09/2025 10329794 11182025 10/09/2025 10329793 11182025 10/09/2025 10329810 11182025	122424 122424 122424	4,474.40 11/06/2025 INV PD 9/25 Estate 1,102.70 11/06/2025 INV PD 9/25 D. Padi 357.50 11/06/2025 INV PD 9/25 Legal F	of Jose Sosa illa Legal Fee Fees				
11202 MARK43			5,934.60					
INV1634	11/03/2025 10330045 11182025	122425	3,340.27 12/03/2025 INV PD ONSCENE MOBI	ILE APP CAD IN				
2084 MCCUNE & HARBER, L	LP.							
130694 130781 130782 130783 130784 130785 130786 130787	09/30/2025 10329792 11182025 09/30/2025 10329803 11182025 09/30/2025 10329802 11182025 09/30/2025 10329800 11182025 09/30/2025 10329799 11182025 09/30/2025 10329798 11182025 09/30/2025 10329797 11182025 09/30/2025 10329796 11182025 09/30/2025 10329796 11182025 09/30/2025 10329795 11182025	122426 122426 122426 122426 122426 122426 122426 122426 122426	157.50 11/06/2025 INV PD 9/25 G. Meso 5,442.00 11/06/2025 INV PD 9/25 K. Alee 7,651.58 11/06/2025 INV PD 9/25 J. Koyz 902.00 11/06/2025 INV PD 9/25 J. Koyz 902.00 11/06/2025 INV PD 9/25 M. Cobl 1,248.60 11/06/2025 INV PD 9/25 S. Cour 6,021.70 11/06/2025 INV PD 9/25 S. Dett 3,261.13 11/06/2025 INV PD 9/25 J. Shar 5,586.37 11/06/2025 INV PD 8/25 K. Brin 1,166.20 11/06/2025 INV PD 9/25 L. Hard 31.437.08	xander Legal F anagi Legal Fe ley Legal Fees nter Legal Fee telbach Legal nnon Legal Fee				
9957 MICHAEL BAKER INTE	ERNATIONAL, INC.		31,437.00					
1264820 6349	11/03/2025 10329863 11182025	122427	2,077.50 11/05/2025 INV PD ARTESIA/AVIA	ATION RIGHT TU				
2127 MICHAEL J ARNOLD &	ASSOCIATES INC							
15103 6750 15120 6750	11/03/2025 10329873 11182025 11/03/2025 10329871 11182025	122428 122428	84.00 11/03/2025 INV PD CONSULTANT S 3,500.00 11/03/2025 INV PD CONSULTANT S 3,584.00					
7177 MICHEL & ASSOCIATE	•	122122	10 200 10 11 (05 (2005					
14037TS/8753QB 14133TS 14134TS	09/25/2025 10329807 11182025 11/04/2025 10330086 11182025 11/04/2025 10330087 11182025	122429 122429 122429	10,399.42 11/06/2025 INV PD 8/25 G. Cool 1,445.50 11/06/2025 INV PD 9/25 BBK Lar 531.00 11/06/2025 INV PD 9/25 CCW Leg	ndfill Insuran				
13349 MINUTEMAN PRESS RE	13349 MINUTEMAN PRESS REDONDO BEACH							
34774 6217	10/30/2025 10329817 11182025	122430	604.72 10/30/2025 INV PD Minuteman Pr	ress Printing				
12551 MR. HOSE INC								
266159	11/03/2025 10330038 11182025	122431	50.93 11/06/2025 INV PD UNIT 116-15	AIR BRAKE HOS				
14196 NAPA AUTO PARTS								
064727	10/28/2025 10329776 11182025	122432	443.43 11/06/2025 INV PD UNIT 258-15	REAR BRAKES A				

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INVOICE	P.O.	INV DATE VOUCHER CHECK RU	N CHECK #	INVOICE NET DUE DATE TYPE STS INVOICE DESCRIPTION
064752 064880		10/28/2025 10329775 11182025 10/29/2025 10329872 11182025	122432	2 384.65 11/06/2025 INV PD UNIT 258-15 FRONT BRAKES
064920		10/30/2025 10329874 11182025	122432	28.14 11/25/2025 INV PD UNIT 265-16 SPARK PLUG 10
13567 NUVIS				333.0 <u>2</u>
28386	5952	08/31/2025 10330072 11182025	122433	3 14,576.00 11/06/2025 INV PD SEASIDE LAGOON REVITALIZA
7131 OCHOA,	IGNACIO			
1191745		11/04/2025 10329890 11182025	122434	150.00 11/04/2025 INV PD SAILING 1191745 OCHOA BOT
13029 ODP BUS	SINESS SOLUT	TIONS, LLC		
440319542001 440419996001 440426528001 440426530001 441019026001 441431481001 441431482001 441773448001 441775512001 441775512001 441775532001 441775532001 441775533001 44470496001 444710496001 445068797001			122435 122435 122435 122435 122435 122435 122435 122435 122435 122435 122435	232.99 11/14/2025 INV PD DB GENERAL OFFICE SUPPLIE 335.93 11/14/2025 INV PD DB OFFICE SUPPLIES 95.59 11/21/2025 INV PD DB OFFICE SUPPLIES 17.97 11/06/2025 INV PD DB OFFICE SUPPLIES 346.65 11/14/2025 INV PD DB OFFICE SUPPLIES 346.65 11/14/2025 INV PD DB GENERAL OFFICE SUPPLIE 49.82 11/14/2025 INV PD DB GENERAL OFFICE SUPPLIE 73.35 11/14/2025 INV PD DB GENERAL OFFICE SUPPLIE 68.49 11/14/2025 INV PD DB GENERAL OFFICE SUPPLIE 68.49 11/14/2025 INV PD DB GENERAL OFFICE SUPPLIE 69.51 11/14/2025 INV PD DB OFFICE SUPPLIE 69.52 11/14/2025 INV PD DB OFFICE SUPPLIE 69.53 11/14/2025 INV PD DB OFFICE SUPPLIE 69.54 11/14/2025 INV PD DB OFFICE SUPPLIE 69.55 11/14/2025 INV PD DB OFFICE SUPPLIE 69.56 11/14/2025 INV PD DB OFFICE SUPPLIE 69.57 11/14/2025 INV PD DB GENERAL OFFICE SUPPLIE 69.58 11/16/2025 INV PD DB GENERAL OFFICE SUPPLIE 69.59 11/16/2025 INV PD OFFICE SUPPLIE 69.59 11/16/2025 INV PD OFFICE SUPPLIE 69.50 11/16/2025 INV PD OFFICE SUPPLIES 69.50 11/16/2025 INV PD OFFICE SUPPLIES 10/20/202 69.50 11/16/2025 INV PD OFFICE SUPPLIES 10/20/202
781101			122436	5 13,377.00 11/06/2025 INV PD PEST BIRD ABATEMENT SERVI
12794 PAINTER			50	-,
			122437	111.98 11/04/2025 INV PD ZACHARIAH PAINTER MILEAGE
2408 PV VILI	LAGE PET HOS	SPITAL		
759294050		10/31/2025 10329981 11182025	122438	3 10.00 11/05/2025 INV PD INJURED SQUIRREL 10/31/25
12012 PAPE MA	ATERIAL HAND	DLING, INC.		
9344920		10/21/2025 10329782 11182025	122439	1,248.79 11/06/2025 INV PD UNIT 855-17 24/4 BATTERY
8697 PAPER F	ROLL PRODUCT	-S		
292319		10/30/2025 10330078 11182025	122440	2,250.00 11/06/2025 INV PD UPLANDS PAY STATION PAPER



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INVOICE	P.O. INV DATE VOUCHER CHECK	RUN CHECK #	INVOICE NET DUE DATE TYPE	E STS	INVOICE DESCRIPTION
12759 PARKMOBILE	LLC				
US032-2025-002147	10/31/2025 10330022 11182	025 122441	2,636.50 11/05/2025 INV	PD	10/2025 TRANSACTION FEES
11728 PEARCE CONS	STRUCTION				
E2024-159	10/01/2025 10329893 11182	025 122442	1,500.00 11/05/2025 INV	PD	REFUND DEPOSIT FEE E2024-
14339 PEGASUS STU	JDIOS				
1062	6885 11/04/2025 10329899 11182	025 122443	8,400.00 11/04/2025 INV	PD	CITY MEETINGS ACTIVATE AV
12987 POMERANITZ	, EFRAT				
FALL2025	11/04/2025 10329905 11182	025 122444	3,059.00 11/04/2025 INV	PD	FALL2025 2APG0608 YOGA AV
13205 PROSHRED SI	ECURITY				
100075734	11/03/2025 10329898 11182	025 122445	1,020.00 11/04/2025 INV	PD	RECORDS DESTRUCTION 11/03
8145 PROVIDENCE	MEDICAL INSTITUTE				
772000760199	10/05/2025 10329915 11182	025 122446	1,600.00 11/05/2025 INV	PD	08/2025 SART EXAM GUARANT
2548 PRUDENTIAL	OVERALL SUPPLY				
43069877	10/28/2025 10329667 11182		27.50 10/28/2025 INV	PD	STATION 3 RUGS/MATS
43070503	10/30/2025 10330054 11182	025 122447	54.52 11/05/2025 INV 82.02	PD	STATION 2 RUGS/MATS
12665 QUALITY RE	FRIGERATION COMPANY INC				
0111221-IN 0111685-IN	10/10/2025 10329951 11182 10/31/2025 10329954 11182	025 122448 025 122448			MAIN LIBRARY CHILLER DOWN MAIN LIBRARY AIR COMPRESS
0111693-IN 0111740-IN	10/31/2025 10329955 11182 10/31/2025 10329953 11182	025 122448	2,666.74 11/06/2025 INV 1,254.34 11/06/2025 INV	PD	MAIN LIBRARY REPAIR BOILE
12257 RACE COMMUN	, ,		10,840.62		- , -
RC1855277	11/04/2025 10329886 11182	025 122449	2,040.00 11/04/2025 INV	DD	THITEDHET SI/S
8230 RAYNE WATER		023 122449	2,040.00 11/04/2023 INV	Pυ	THILLMEL 343
9026		025 122450	134 00 11/30/2025 ****/	DD	FS2 WATER SOFTENER 11/ -
	10/31/2025 10329939 11182	023 122430	134.00 11/30/2023 INV	PD	F32 WAIER SUFFERNER II/ -
11255 RED SECURIT	•	025 122451	24 15 10/22/2025	-	DUDI TOLTE VEVO
105999	10/23/2025 10330040 11182	025 122451	24.15 10/23/2025 INV	טץ	DUPLICATE KEYS
	ACH TRAVEL AND TOURISM				
8-9/25DISB	11/12/2025 10330166 11182	025 122452	84,142.22 11/12/2025 INV	PD	AUG-SEP 2025 RBTMD DISB
15069 REDWOOD PU	BLIC LAW LLP				

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE N	ET DUE DATE	TYPE ST	S INVOICE DESC	CRIPTION
17377		09/30/2025	10330068	11182025	122453	12,496.0	00 11/06/2025	INV PD	9/25 Real Es	state Transact
12044 RENDELL	, BRAD									
10302025		10/30/2025	10330066	11182025	122454	250.0	00 11/30/2025	INV PD	UNDERWATER M	MAINTENANCE HA
10014 REYES,	PHILLIP									
10292025		11/06/2025	10330090	11182025	122455	841.	55 11/06/2025	INV PD	PHILLIP REY	ES - EXCURSION
5659 REYNOSO	, ANDREW									
ARFALL2025		11/04/2025	10329892	11182025	122456	17,200.4	40 11/04/2025	INV PD	ARFALL2025 2	2TEN1103 2TEN1
2685 RICHARDS	s, watson &	GERSHON								
251670(F) 255578 255579 255585 255588		02/12/2025 10/29/2025 10/29/2025 10/29/2025 10/29/2025	10330081 10330082 10330083	11182025 11182025 11182025	122457 122457 122457 122457 122457	8,791.0 1,475.0 10,148.	50 11/06/2025 00 11/06/2025	INV PD INV PD INV PD	9/25 Pipelir 9/25 NPDES 3 9/25 Public	WITH MS. PARK, ne Franchise I Issues Rel. to Records Act L ode/ City Char
14102 ROBERT I	HALF									
65409019-A 65409019-B 65437022 65461336 65488196 65509991 65530079 65537716 65559191 65585876	6284 7187 7187 7187 7187 7187 7187 6812 7187 7187	09/17/2025 09/17/2025 09/25/2025 10/02/2025 10/13/2025 10/16/2025 10/22/2025 10/27/2025 10/30/2025 11/10/2025	10330179 10330180 10330181 10330183 10330184 10330185 10329963 10330186	11182025 11182025 11182025 11182025 11182025 11182025 11182025 11182025	122458 122458 122458 122458 122458 122458 122458 122458 122458 122458	2,987.3 3,166.8 3,166.8 3,166.8 3,166.8 1,641.0 3,166.8	17 11/12/2025 80 11/12/2025 80 11/12/2025 58 11/12/2025 80 11/12/2025 80 11/12/2025 80 11/12/2025 80 11/12/2025 80 11/12/2025	INV PD	TEMPORARY STEMPORARY S	TAFFING FOR FI TAFFING SERVIC TAFFING FOR FI TAFFING FOR FI TAFFING FOR FI TAFFING FOR FI
6661 ROBERTS	ON'S					24,123.0	00			
742277		10/23/2025	10329665	11182025	122459	978.7	76 11/06/2025	INV PD	CONCRETE FOR	R 2435 190TH S
2783 SAFETY-I	KLEEN CORPO	DRATION								
98316369		10/16/2025	10329880	11182025	122460	617.9	95 11/14/2025	INV PD	SHOP OIL FIL	LTER PU & PRTS
14800 SAFETYC	ENTRIC INC									
INV26516	7075	10/30/2025	10329815	11182025	122461	1,050.0	00 10/30/2025	INV PD	CONTRACTOR I	FOR FIBER OPTI
13716 SALAS,	JOY									
FALL2025		11/04/2025	10329911	11182025	122462	367.	50 11/04/2025	INV PD	FALL2025 2AF	PG0508 2YPG051
3031 SC FUELS	S									



INVOICE	P.O.	INV DATE VO	UCHER CHECK RUN	CHECK #	INVOICE NET [DUE DATE TYPE	STS	INVOICE DESCRIPTION	
IN-0000791692	7171	10/23/2025 103	329929 11182025	122463	26,164.03	11/22/2025 INV	PD	8,000 GALLONS UNLEADED FU	
10775 SCHWALM	M GENERATION	I, INC.							
15577	6344	10/22/2025 103	329758 11182025	122464	426.00	11/06/2025 INV	PD	PROVIDE MAINTENANCE TO ST	
11774 SHAFER,	, MARIA								
2025-046 RBPC		10/02/2025 10	329956 11182025	122465	1,020.00	11/06/2025 INV	PD	MEETING MINUTES FOR PLANN	
8931 SIGNAL	8931 SIGNAL ATTORNEY SERVICE, INC.								
103125		10/31/2025 10	330074 11182025	122466	480.00	11/06/2025 INV	PD	Services Rendered from 10	
15380 SMITH,	KELLOIR								
102225		10/22/2025 10	329805 11182025	122467	5,658.00	11/06/2025 INV	PD	10/25 K. Smith BI Loss CL	
8862 SONSRAY	Y MACHINERY								
ESA004272 ESA004274	7174 7173		329791 11182025 330034 11182025	122468 122468	86,133.56 1 144.343.86 1	11/06/2025 INV 11/06/2025 INV	PD PD	Steet Service Roller unit FLEET SERVICE FORKLIFT UN	
2990 SOUTH Е	RAV FORD	., .,			230,477.42	, ,			
561995	SAT TORE	10/22/2025 10	329760 11182025	122469	146 43	11/06/2025 TNV	PD	UNIT 611-14 PASSENGER SID	
563211		10/30/2025 10	329882 11182025	122469	1,958.17 3 2.104.60	11/28/2025 INV	PD	UNIT 265 CATALYTIC CNVTR	
9634 SOUTH E	BAY LANDSCAP	PING, INC.			2,104.00				
21880 21887			329941 11182025 329944 11182025	122470 122470		11/06/2025 INV 11/06/2025 INV		MONTHLY PIER LANDSCAPING HARBOR LANDSCAPE MAINTENA	
21888			329943 11182025	122470	1,200.00			MONTHLY MEDIAN LANDSCAPIN	
3016 SOUTHER	RN CALIFORNI	A EDISON			4,872.00				
700354269811-1028 700464670763-1024			330058 11182025 330063 11182025	122471 122471	1,267.90	11/06/2025 INV	PD	1521 KINGSDALE AVE 9/25-1 1928 NELSON AVE 9/23-10/2	
700724544574-1028 700776225568-1027	3202	10/28/2025 10:	330041 11182025 330064 11182025	122471 122471 122471	1,147.93	11/06/2025 INV	PD	1928 NELSON AVE 9/25-10/2 1521 KINGSDALE AVE 9/25-1 715 JULIA AVE 9/24-10/22/	
			330004 11182023	122471	4,210.89	11/00/2023 INV	PD	713 JULIA AVE 9/24-10/22/	
15387 SPROUT	SOCIAL, INC					/ /			
INV-88995		, ,	330043 11182025	122472	4,788.00	10/30/2025 INV	PD	ANNUAL SUBSCRIPTION SOCIA	
3070 STANDAR	RD INSURANCE				:-				
APRIL 2025 MAY 2025			330088 11182025 330118 11182025	122473 122474	9,412.47 3 9,091.94 3	11/06/2025 INV 11/06/2025 INV	PD PD	BENEFITS-LIFE, VOL, LIFE, BENEFITS-LIFE, VOL, LIFE,	



INVOICE P.O.	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYP	E STS	S INVOICE DESCRIPTION
10116			18,504.41		
10116 STEELMAN, JAKE					
FIRE 10/24/2025	06/20/2025 10329992 11182025	122475	1,600.00 11/06/2025 INV	PD	FIRE USCG BOAT CAPTAIN LI
12898 STRIVE DESIGN INC					
304261 304330	09/25/2025 10329787 11182025 10/14/2025 10330017 11182025	122476 122476	3,532.65 11/06/2025 INV 130.35 11/05/2025 INV		PW SNAPBACK AND COTTON BL
	10/14/2023 1033001/ 11162023	122476	3,663.00	PD	UNIFORM MENDEZ MSO
10365 T-MOBILE					
267037237-11192025 997675723-11192025	10/30/2025 10329822 11182025 10/30/2025 10329812 11182025	122477 122477			267037237- COMM SVS CHRG ATT HSI ROUTERS RB 997675
99807481810212025	10/21/2025 10330053 11182025	122477	3,115.16 11/19/2025 INV	PD	MONTHLY CHARGES ACCT 9980
8435 T-MOBILE USA			4,334.66		
L2510097462	10/09/2025 10329950 11182025	122478	100.00 10/09/2025 INV	PD	CELL TOWER DUMP SEARCH WA
11764 THE CHUKA FAMILY T	RUST				
11032025	11/03/2025 10329868 11182025	122479	22,336.72 11/03/2025 INV	PD	1922 Artesia Blvd. LEASE
10837 THE FELDHAKE LAW F	IRM				
57149	11/04/2025 10330067 11182025	122480	7.432.95 11/06/2025 INV	PD	10/25 ICRMA Legal Fees
71 TIME WARNER CABLE	, , , , , , , , , , , , , , , , , , , ,		, , , ,		
119992001102125	10/30/2025 10329814 11182025	122481	1 444 63 10/30/2025 TNN	, DD	NETWORK SVS 119992001-102
188419101102125	10/30/2025 10329813 11182025	122481	3,311.70 10/30/2025 INV	PD	188419101 FIBER
11361 TIREHUB, LLC			4,756.33		
53899908	10/28/2025 10329777 11182025	122482	457.83 11/06/2025 INV	PD	UNIT 682 TIRES
3227 TORRANCE MEMORIAL	, ,		, , , ,		
34292	10/31/2025 10330049 11182025	122483	210.00 11/18/2025 TNV	PD	10/2025 DUI BLOOD DRAWS
7361 TRANSPORTATION CON	, ,		220.00 22, 20, 2023 210	. 5	
516-07-2025 7086	11/05/2025 10330006 11182025	122484	260 550 02 11/06/2025 750	, DD	JULY 2025Transportation C
		122404	303,330.02 11/00/2023 INV	PD	JULI 2023 HANSPULLACTUR C
9342 TRANSUNION RISK AN					
213833-202510-1	11/01/2025 10329952 11182025	122485	124.75 11/01/2025 INV	PD	DEPT TLO MONTHLY ACCESS C
3261 TURF STAR INC					



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYPE STS INVOICE DESCRIPTION
INV121411	10/24/2025 10329778 11182025	122486	576.46 11/06/2025 INV PD UNIT 286 PULLEY DRIVING,
6191 TURNOUT MAINTENAN	CE COMPANY		
30335	10/24/2025 10329656 11182025	122487	629.48 11/23/2025 INV PD TURNOUT COAT MAINTENANCE
3273 U.S. ARMOR CORPOR	ATION		
51062	10/15/2025 10330019 11182025	122488	897.08 11/05/2025 INV PD VEST BARRY PATROL
3702 US BANK			
7869416	08/25/2025 10330167 11182025	122489	2,600.00 11/12/2025 INV PD RB CFA LEASE REVENUE BOND
3283 ULINE			
199044546	10/09/2025 10329976 11182025	122490	55.96 11/05/2025 INV PD boxes
199066914	10/09/2025 10329974 11182025	122490	84.22 11/05/2025 INV PD gun boxes 140.18
3285 UNDERGROUND SERVI	CE ALERT		
1020250579	11/01/2025 10329891 11182025	122491	372.00 11/05/2025 INV PD 181 RBCH NEW TKTS & MONTH
14365 VENTURA BUSINESS	SYSTEMS INC		
14217	10/30/2025 10329811 11182025	122492	3,710.53 10/30/2025 INV PD OVERHEAD SCANNER LIBRARY
13579 VEOLIA WTS SERVIC	ES USA, INC.		
903503895 101001523 903503896 101001524	10/30/2025 10330059 11182025 10/30/2025 10330060 11182025	122493 122493	365.64 11/29/2025 INV PD EXCHANGE DI MIX BED 361.82 11/29/2025 INV PD EXCHANGE DI MIX BED
3621 VERIZON WIRELESS			727.46
6126297729	10/18/2025 10330061 11182025	122494	1,359.18 11/10/2025 INV PD FIRE DEPT IPADS 9/19 - 10
	10/16/2023 10330001 11182023	122494	1,339.16 11/10/2023 INV PD FIRE DEPT 1PADS 9/19 - 10
15377 VILLAFANA, DAVE	10/27/2025 10220664 11182025	122405	10.00.11/06/2025 THV DD DADWING DAWENT DEFIND
DV102325	10/27/2025 10329664 11182025	122495	10.00 11/06/2025 INV PD PARKING PAYMENT REFUND
8802 VISION SERVICE PL		122400	6 576 42 44 (66 (2005 577) 577 477 477 477 477 477 477 477 477
823887701 823887719	10/19/2025 10329837 11182025 10/19/2025 10329838 11182025	122496 122497	6,576.13 11/06/2025 INV PD VSP ACTIVES NOVEMBER 2025 1,561.83 11/06/2025 INV PD VSP RETIREES NOVEMBER 202
823887723	10/19/2025 10329839 11182025	122498	12.18 11/06/2025 INV PD VSP COBRA NOVEMBER 2025 8,150.14
10518 WESTERN NRG, INC.			0)200121
223385	10/05/2025 10329884 11182025	122499	125.00 11/04/2025 INV PD MAG1 SonicWall SMA 6210 -
3458 WILLIAMS SCOTSMAN	, INC.		

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE VOUCHER CHECK RUN	I CHECK #	INVOICE NET DUE DATE TYPE	E STS	INVOICE DESCRIPTION
9024745176		10/08/2025 10329808 11182025	122500	125.70 11/06/2025 INV	PD	Homeless Court Storage
9024754693		10/09/2025 10329809 11182025	122500			Homeless Court Storage
9024843496		10/22/2025 10330035 11182025	122500			STREETS STORAGE CONTAIN
				442.54		
15067 YORKE ENGINEERING LLC						
45371	6977	11/03/2025 10329846 11182025	122501	2,401.25 11/03/2025 INV	PD	NOISE ANALYSIS FOUR PIC
		277 INVOICES		1,697,085.62		

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Administrative Report

H.5., File # 25-0863 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE A COOPERATIVE FUNDING AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE MANHATTAN BEACH BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

EXECUTIVE SUMMARY

Since 1995, the Los Angeles County Department of Public Works' (LACDPW) Traffic Signal Synchronization Program (TSSP) has aimed to improve mobility along corridors throughout the County, often spanning multiple jurisdictions. A typical TSSP project consists of upgrading traffic signals along a corridor to current standards, implementing best practice signal timing, and improving signal coordination. While cities like Redondo Beach could also construct these improvements themselves, the TSSP Program provides efficiencies of scale, and allows access to the breadth and depth of LACDPW's expertise. This results in a lower cost share for cities and the ability to more easily perform improvements across jurisdictions.

Several TSSP corridors exist in Redondo Beach where LACDPW maintains traffic signal timing. In mid-2026, LACDPW is expected to begin construction of the Manhattan Beach Boulevard (MBB) TSSP Project. As part of the Project, the City is required to provide a local match of \$212,500, roughly 15% of the total estimated cost to construct the planned traffic signal improvements along MBB in Redondo Beach. Funding for this match is available in the City's Citywide Traffic Signal Replacement and Repair Project No. 41200. Approval of the Cooperative Funding Agreement is required to ensure that the Project can proceed through construction.

BACKGROUND

The MBB TSPP project consists of various traffic signal upgrades along MBB within Manhattan Beach, Redondo Beach, Lawndale, unincorporated El Camino Village, and Gardena. Signalized intersections are expected to receive new controllers, cabling, cabinets, video detection, pedestrian push buttons, ADA ramps, signal heads, signal timing, and other improvements. In particular, the project would partially address inefficient traffic signal operations at the MBB/Vail/Redondo Beach Avenue intersection by allowing greater signal phasing flexibility. City engineering staff have been working with their LACDPW counterparts and the project's consultant on the plans and specifications for the MBB TSSP Project. LACDPW is currently managing the Project, and is expected to continue doing so through construction, which would relieve additional workload on the City's busy traffic engineering staff.

The total cost of the Project across all jurisdictions along the MBB TSSP corridor is expected to be

H.5., File # 25-0863 Meeting Date: 11/18/2025

\$3,013,800, of which a part will be paid by a Los Angeles County Metropolitan Transportation Authority (Metro) grant administered by LACDPW. Work within Redondo Beach is expected to cost \$1,462,000, of which the City is responsible for \$212,500 after deducting LACDPW's share and a portion of the Metro grant. Approval of the Cooperative Funding Agreement is necessary to ensure that the project can be constructed by LACDPW.

Multiple versions of the Agreement were proposed between the City Attorney's Office and Los Angeles County counsel. While some gains were made by the City Attorney's Office, the recommended Agreement contains indemnity language that falls short of the typical City thresholds. Despite this, staff recommends approving the Agreement as there are no alternative vendors or methods to perform these improvements and the proposed Agreement is largely mirrors what has been submitted to the other participating agencies. The value of the Project to the tens of thousands of daily motorists using the MBB corridor is substantial and some shift of risk to the City is warranted to achieve the Project's benefit and to leverage minimal City expense.

COORDINATION

This report was prepared by the Public Works Department. Communications were held between City staff and the LACDPW. The City Attorney's Office shared their comments and concerns regarding the proposed Cooperative Funding Agreement with Los Angeles County counsel.

FISCAL IMPACT

The TSSP Project improvements in Redondo Beach have an estimated value of \$1,462,000. The City's share of the Project cost is \$212,500. Funding for the City's share is available in the Citywide Traffic Signal Replacement and Repair Project No. 41200. The balance of the Project costs will be paid by Los Angeles County through regional grant funds.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

 Agmt - Cooperative Funding Agreement with the Los Angeles County Department of Public Works

<u>AGREEMENT</u>

THIS AGREEMENT, made and entered into by and between the CITY OF REDONDO BEACH, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, to assist in the traffic flow, CITY and COUNTY desire to modify and synchronize the traffic signals along Manhattan Beach Boulevard from Manhattan Avenue to Van Ness Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Manhattan Beach, the City of Lawndale, the City of Gardena, and COUNTY:

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Manhattan Beach, the City of Lawndale, the City of Gardena and COUNTY and

WHEREAS, PROJECT is of general interest to CITY, the City of Manhattan Beach, the City of Lawndale, the City of Gardena and COUNTY; and

WHEREAS, CITY and COUNTY previously executed an Agreement on August 7, 2008, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 25, 2019, entered into an amended Memorandum of Understanding No. P00F7310 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F7310 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Three Million Thirteen Thousand Eight Hundred and 00/100 Dollars (\$3,013,800.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Three Hundred Twenty Thousand and 00/100 Dollars (\$1,320,000.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, Six Hundred Fifty-Two Thousand Three Hundred and 00/100 Dollars (\$652,300.00) towards CITY's jurisdictional share, Two Hundred Nineteen Thousand One Hundred and 00/100 Dollars (\$219,100.00) towards COUNTY's jurisdictional share, Two Hundred Twenty Thousand Nine Hundred and 00/100 Dollars (\$220,900.00) towards the City of Manhattan Beach's jurisdictional share, Eighty-Nine Thousand Seven Hundred and 00/100 Dollars (\$89,700.00) towards the City of Lawndale's jurisdictional share, and One Hundred Thirty-Eight Thousand and 00/100 Dollars (\$138,000.00) towards the City of Gardena's jurisdictional share.

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be One Million Four Hundred Sixty-Two Thousand and 00/100 Dollars (\$1,462,000.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be Six Hundred Fifty-Two Thousand Three Hundred and 00/100 Dollars (\$652,300.00) and contributing other CITY funds in the amount of Two Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$212,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute funds of Five Hundred Ninety-Seven Thousand Two Hundred and 00/100 Dollars (\$597,200.00) to finance a portion of CITY'S COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds of Two Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$212,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of actual quantities of construction contract items utilized within CITY jurisdiction less the grant amount for grant eligible items plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and three and a half (3.5) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be One Million Four Hundred Sixty-Two Thousand and 00/100 Dollars (\$1,462,000.00); and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each

other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of

PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of **PRELIMINARY** ENGINEERING, CONSTRUCTION SIGNAL ADMINISTRATION. BASIC TRAFFIC TIMING, COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) c., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of Two Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$212,500.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the

proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to assist COUNTY in utilizing the City's prior rights over utility companies and owners of substructure and overhead facilities and execute any necessary documentation to temporarily grant, transfer or assign such prior rights to the COUNTY when necessary for the COUNTY to construct and complete the PROJECT. All such prior rights shall revert to the CITY upon completion of the PROJECT.

- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on MANHATTAN BEACH BOULEVARD).

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute toward CITY'S share of COST OF PROJECT, currently estimated to be Five Hundred Ninety-Seven Thousand Two Hundred and 00/100 Dollars (\$597,200.00).
- d. To submit an invoice to CITY in the amount of Two Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$212,500.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.

- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P00F7310 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by CITY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
- j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
- b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F7310 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
- c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including

- all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
- d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
- e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ryan Liu, PE

Principal Transportation Engineer

Public Works | Engineering City of Redondo Beach 415 Diamond Street

Redondo Beach, CA 90277

COUNTY: Mr. Mark Pestrella

Director of Public Works

Los Angeles County Public Works

P.O. Box 1460

Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit.
- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et

seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition

- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under section 830, et seg., of the Government Code for dangerous condition of property owned by or under the control of COUNTY, COUNTY shall fully defend, indemnify, and hold CITY harmless from any and all liability arising from such dangerous condition.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 34563 between CITY and COUNTY, adopted by the Board of Supervisors on November 14,1977, and currently in effect, are inapplicable to this AGREEMENT.

// // // IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF REDONDO BEACH on November 18, 2025, and by the COUNTY OF LOS ANGELES on November 18, 2025.

COUNTY OF LOS ANGELES Director of Public Works By: _____ Name: APPROVED AS TO FORM: DAWYN R. HARRISON **Acting County Counsel** By_____ Deputy CITY OF REDONDO BEACH JAMES A. LIGHT APPROVED AS TO FORM: ATTEST: By______ Joy A. Ford, City Attorney Eleanor Manzano, City Clerk

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Administrative Report

H.6., File # 25-1540 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE FUNDING AGREEMENT (#9200000000M550721) WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) FOR THE REDONDO BEACH ADVANCED TRAFFIC SIGNAL SYSTEM (RBATS) DESIGN PROJECT, NO. 41430

EXECUTIVE SUMMARY

The Los Angeles County Metropolitan Transportation Authority (Metro) Board approved funding for traffic signal modification design plans to help continue the South Bay's Advanced Signal Network. The purpose is to install current technology infrastructure to enable enhanced signal timing, allow traffic signals to respond to on-demand traffic conditions, and prepare traffic signals for connected vehicles. It also includes designing the portion of fiber backbone infrastructure along Artesia Boulevard and the connection to the Los Angeles County fiber network hub near Artesia and Hawthorne Boulevards. The current approved funding and scope for this Agreement covers the development of design documents for the Artesia Boulevard corridor, using \$160,000 of Regional Measure M funds allocated to the City of Redondo Beach.

BACKGROUND

The Redondo Beach Advanced Traffic Signal Network (RBATS) project is a continuation of the Manhattan Beach Advanced Traffic Signal Network (MBATS), which is currently under construction and includes fiber infrastructure along Artesia Boulevard in Redondo Beach. The RBATS project will install state of the art signal infrastructure so that signal timing and operations can be integrated into a broadband network maintained by Los Angeles County. Traffic signals along Artesia Boulevard are co-maintained by the Los Angeles County Department of Public Works and the City's Public Works Department.

The funding will include necessary upgrades at traffic signals along Artesia Boulevard that did not receive upgrades through prior projects, along with intelligent transportation systems components, ADA upgrades, and improved pedestrian push buttons. The project will allow for enhanced and responsive signal timing. The fiber backbone infrastructure will connect with the Los Angeles County fiber network hub near Artesia and Hawthorne Boulevards.

Metro prepared a funding agreement for \$160,000 that covers the design development (plans, specifications, and estimates) for this project. Approval of the proposed Funding Agreement is needed so the City can be reimbursed for the completion of this work.

H.6., File # 25-1540 Meeting Date: 11/18/2025

COORDINATION

This report was prepared by the Public Works Department. The City Attorney's Office approved the Funding Agreement as to form.

FISCAL IMPACT

The total allocation of Regional Measure M funds to the City is \$160,000 and is appropriated to Project No. 41430. The funding does not require a local match. Funds are paid to the City on a cost-reimbursement basis after the work is performed.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

• Agmt - Funding Agreement #9200000000M550721 with the Los Angeles County Metropolitan Transportation Authority

MEASURE M FUNDING AGREEMENT MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of August 1, 2025 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Redondo Beach ("GRANTEE") for Advanced Traffic Signal System, LACMTA Project ID# MM5507.21 and FTIP# LA9919434 (the "Project"). This Project is eligible for funding under Line 63 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Plans, Specifications and Estimates (PS&E) of the Project.

WHEREAS, the LACMTA Board, at its September 28, 2023 meeting, programmed \$160,000 in Measure M Funds to GRANTEE for PS&E subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$80,000 in Measure M Funds in Fiscal Years (FY) 2024-25; and \$80,000 FY 2025-26. The total designated for PS&E of the Advanced Traffic Signal System is \$160,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

- 1. Part I Specific Terms of the FA
- 2. Part II General Terms of the FA
- 3. Attachment A Project Funding
- 4. Attachment B Expenditure Plan- Cost & Cash Flow Budget
- 5. Attachment C Scope of Work
- 6. Attachment D Project Reporting and Expenditure Guidelines
- 7. Attachment D-1 Intentionally omitted
- 8. <u>Attachment D-2</u> Quarterly Progress/Expenditure Report
- 9. Attachment E Federal Transportation Improvement Program (FTIP) Sheet
- 10. Attachment F Bond Requirements

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- 11. <u>Attachment G</u> Los Angeles County Regional ITS Architecture (Connect-IT) Consistency Self Certification Policy Form
- 12. <u>Attachment G-1</u> Signal Synchronization, Intelligent Transportation Systems (ITS) and Transportation Technology Improvements
- 13. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

Rev: 05.16.2025

FTIP #: LA9919434 Subregion ID: South Bay

> Joy A. Ford City Attorney

Project ID#: MM5507.21 FA# 9200000000M550721

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY Stephanie Wiggins Date: _____ Chief Executive Officer APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696 DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696 Date: 2025.09.26 16:00:18 -08'00' Date: _____ Deputy GRANTEE: CITY OF REDONDO BEACH By: _______ James A. Light Date: _____ Mayor APPROVED AS TO FORM: Date: _____

<u>PART I</u> SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Advanced Traffic Signal System – Plans, Specifications and Estimates (PS&E). LACMTA Project ID# MM5507.21, FTIP# LA9919434.

2. Grant Funds:

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- 2.1 Programmed Funds for this Project consist of Measure M Funds.
- 2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$160,000 (the "Funds") for the Project. LACMTA Board of Directors' action of September 28, 2023 granted the Measure M Funds for the Project. The Funds are programmed over two years for Fiscal Years (FY) 2024-25, and FY 2025-26.
- 3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
- 4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
- 5. Attachment B is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
- 6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule

consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

- 7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.
- 8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as <u>Attachment D-2</u> in accordance with <u>Attachment D</u> Project Reporting and Expenditure Guidelines.
- 9. Attachment E, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at https://programmetro.ecointeractive.com/secure2/login.asp. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.
- 10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or

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administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

- 11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.
- 12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012 Attention: Shrota Sharma LACMTA Project Manager Mail Stop: 99-18-02

Phone: (213) 418-3058

Email: SharmaS@metro.net

14. GRANTEE's Address:

City of Redondo Beach 415 Diamond Street Redondo Beach, CA, 90277 Contact Name: Ryan Liu Phone: 310-318-0661

Email: ryan.liu@redondo.org

<u>PART II</u> GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. <u>SUSPENSION OR TERMINATION</u>

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Rev: 05.16.2025

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:

ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MM5507.21 and FA# 9200000000M550721

________LACMTA Project Manager: Shrota Sharma; Mail Stop 99-18-02

4. USE OF FUNDS

Rev: 05.16.2025

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

- 4.2 <u>Attachment C</u> shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in <u>Attachment C</u>.
- 4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.
- 4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through ongoing Project monitoring and through any LACMTA interim and final audits.
- 4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.
- 4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.
- 4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with

the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see

http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. <u>REIMBURSEMENT OF FUNDS</u>

Rev: 05.16.2025

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal-Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. <u>REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS</u>

GRANTEE shall submit the draft of Quarterly Progress/Expenditure 6.1 Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

- 6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.
- 6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, preaward audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.
- 6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.
- 6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

- 6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.
- 6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.
- 6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.
- 6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.
- 6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.
- 6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. **GRANT**

Rev: 05.16.2025

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

- 8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (<u>Attachment A</u>), towards the cost of the Project. If the Funds identified in <u>Attachment A</u> are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.
- 8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.
- 8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.
- 8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. <u>TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS</u>

- 9.1 GRANTEE must demonstrate timely use of the Funds by:
 - (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

- first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within six (6) months from completion of environmental clearance, if appropriate.
- (iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
- (iv) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (v) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028.
- 9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. <u>DEFAULT</u>

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

- 11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.
- 11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so

directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

- 12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.
- 12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.
- 12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.
- 12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.
- 12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

- 13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.
- 13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.
- 13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

- 13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.
- 13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.
- 13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.
- 13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
- 13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.
- 13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MSP - South Bay Highway Operational Improvements Program - Funding Agreement Projects - FA#: 9200000000M550721

Project Title: Advanced Traffic Signal System Project ID#: MM5507.21

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS					\$ 80,000	\$ 80,000	\$ 160,000	
SUM PROG LACMTA FUNDS	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 80,000	\$ 160,000	100%
	- : - : - : - : - : - : - : - : - : - :							
OTHER NON LACMTA FUNDING:								
LOCAL:							\$ -	0%
STATE:							-	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
SUM NON-LACMTA FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 80,000	\$ 160,000	100%

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - South Bay Highway Operational Improvements Program - Funding Agreement Projects - FA#: 9200000000M550721

Project Title: Advanced Traffic Signal System Project ID#: MM5507.21

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E	\$20,000	\$20,000	\$20,000	\$20,000	\$40,000	\$40,000			\$160,000
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total MEASURE M	\$20,000	\$20,000	\$20,000	\$20,000	\$40,000	\$40,000	\$0	\$0	\$160,000
PROJECT FUNDING FY2025-26 and FY2026-27	\$20,000	\$20,000	\$20,000	\$20,000	\$40,000	\$40,000	\$0	\$0	\$160,000
	*****	XXXXX	XXXXX	*****		x x x x x x x x x x x x x x x x x x x	*****	******	XXXXXX
TOTAL LACMTA FUNDS	\$20,000	\$20,000	\$20,000	\$20,000	\$40,000	\$40,000	\$0	\$0	\$160,000
TOTAL NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$20,000	\$20,000	\$20,000	\$20,000	\$40,000	\$40,000	\$0	\$0	\$160,000

FTIP #: LA9919434 Project#: MM5507.21 Subregion ID: South Bay Funding Agreement#: 9200000000M550721

ATTACHMENT C SCOPE OF WORK CAPITAL PROJECT

PROJECT NAME: Advanced Traffic Signal System

PROJECT LOCATION/LIMITS/AREA:

The project is located along Artesia Boulevard in the City of Redondo Beach, in the South Bay area. This project limits are Artesia Boulevard from Ford Avenue to Hawthorne Boulevard.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

Traffic signals along the major arterial traffic corridors throughout the City of Redondo Beach are activated using one or more standard technologies, including loop detection, video detection and fully actuated, time-of-day signal timing. These intersections carry a significant amount of outbound, inbound and through traffic during peak commute times of the day, primarily from 6:30 am to 9:00 am, and from 3:30 to 7:00 pm. This project aims to improve traffic signal technology to capture potential benefits associated with smart cities, autonomous and connected vehicles, etc., which will help City staff monitor traffic and diagnose issues more quickly.

This project is a continuation of the Manhattan Beach Advanced Traffic Signal Network (MBATS). The purpose of the complete project is to design and install state of the art infrastructure so that signal timing and operations can be integrated into a broadband network, which will enable enhanced signal timing, allow the system to be more responsive to changes in traffic conditions, and prepare for increased vehicular automation. The approved funding is designated to the initial phase improvement, including the design of the complete City fiber network and a portion of the fiber backbone infrastructure that will connect to the Los Angeles County fiber network hub near Hawthorne Boulevard along Artesia Boulevard.

PROJECT FUNDING:

	PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Design		\$160,000		\$160,000
	TOTAL BUDGET COST	\$160,000		\$160,000

ESTIMATED PROJECT COSTS:

FTIP #: LA9919434 Project#: MM5507.21 Subregion ID: South Bay Funding Agreement#: 9200000000M550721

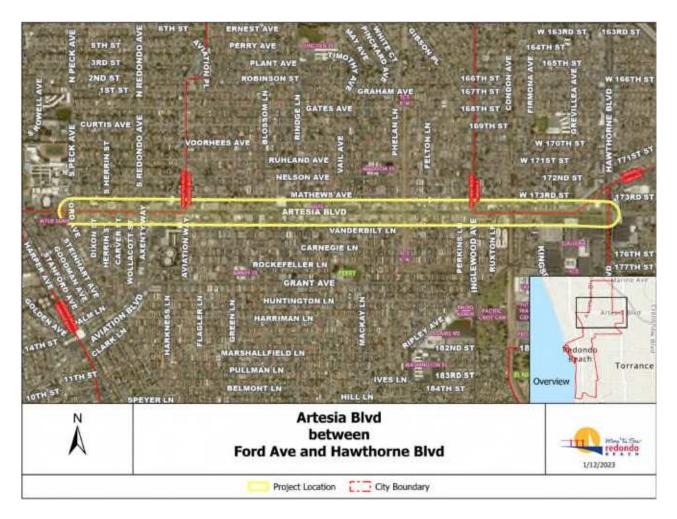
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PS&E	1	Plan set	\$160,000	\$160,000
GRAND TOTAL				\$160,000

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
Preliminary Design	September 2025	November 2025	3
PS&E	December 2025	December 2026	12

FTIP #: LA9919434 Subregion ID: South Bay

PROJECT MAP:



FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (<u>Attachment D2</u>) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may <u>not</u> be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	Report Due Date
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA
 Attachment C) <u>is considered ineligible</u> and will not be reimbursed by the LACMTA
 unless <u>prior written authorization</u> has been granted by the LACMTA Chief Executive
 Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless <u>written authorization</u> has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-2 QUARTERLY PROGRESS/EXPENDITURE REPORT

Grantee To Complete				
Invoice #				
Invoice Date				
FA#	9200000000M550721			
Quarterly Report #				

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Measure M MSP Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

1

ECTION 2: GENERAL INFORMA	TION			
ROJECT TITLE:				
A#:				
QUARTERLY REPORT SUBMITTE	D FOR:			
Fiscal Year :	2018-19 2021-22	2019-20 2022-23	2020-21 2023-24	
Quarter :	Q1: Jul - Sep	Q2: Oct - Dec	_	
DATE SUBMITTED:				
leasure M Multi-Year Subregiona				
LACMTA Business Managemen	Name:			
LACMTA Project Manager	Phone Number: E-mail:			
	L-mail.	I		
	Contact Name:			
	Job Title:			
	Department:			
Grantee Contact / Project Manager	City / Agency:			
Ivianayei	Mailing Address:			
	Phone Number:			

SECTION 3: QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

2. PROJECT COMPLETION

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE**ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and recalculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work Start Date End Date		Actual Schedule		
			Start Date	End Date	
Environmental					
Design					
Right-of-Way Acquisition					
Construction					
Vehicle Purchase					
Others					
Ground Breaking Event					
Ribbon Cutting Event					
Total Project Duration (Months)					

A. Based on the comparison of the orig	ginal and actual project milestone sched	dules above, project is (select only one):
On schedule per original FA schedule		Less than 12 months behind original schedule
Between 12-24 months behind original	schedule	More than 24 months behind original schedule
B. Was the project design started withi	n 6 months of the date originally stated	
Yes		Not Applicable
C. Was a construction contract or capit	tal purchase executed within 9 months	after completion of design / specifications? Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED
List tasks or milestones accomplished and progress made this quarter.
4. PROJECT DELAY
If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".
5. ACTION ITEMS TO RESOLVE DELAY
If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.
6. UPCOMING QUARTERLY TASKS / MILESTONES
List tasks or milestones expected to be accomplished next quarter.
7. PLAN EXPENDITURES
Provide expected expenditures (estimated) for next quarter.

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SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	Invoice Reference Pg(s)	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
TOTAL		-	

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf.

Written exception requests for Check Payments should be completed and emailed to Accounts Payable at ACCOUNTSPAYABLE@METRO.NET.

I certify that I am the responsible Project Manager or fiscal of	ficer and representative of
stated in this report is true and correct.	and that to the best of my knowledge and belief the information
Signature	Date
Name	Title

Attachment E - FTIP Project Sheet

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program (\$000)

Implementing Agency Redondo Beach, City of TIPID LA9919434 SCAG RTP Project #: 3TL1307 Study:N/A Is Model: Model #: Project Description: The project will design/install infrastructure so that signal timing and operations can be integrated into a broadband network to enhance signal timing, allow for a more responsive system to changing traffic conditions, and prepare for PM: Ryan Liu - (310)697-3172 increased vehicular automation. The approved funding is for the initial phase, including the complete City fiber network design, LS: N LS GROUP#: Conformity Category: partial construction of fiber infrastructure, and connection to the LA County fiber network hub near Hawthorne Blvd along Artesia System :Local Hwy Route : Postmile: Phase: No Project Activity Completion Date 12/31/2032 Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: CATEGORICAL EXEMPTIONS -- CEQA -10/31/2026 Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Sub-Area: Sub-Region: 0.00 Beach-Santa Ana CTIPS ID: EA #: PPNO: Program Code: ITS02 - SIGNAL SYNCHRONIZATION Stop Loc 27/28 PHASE **PRIOR** 24/25 25/26 26/27 28/29 29/30 BEYOND PROG TOTAL MEASURE M MYSP (Multi Year Subregional Program) PE \$160 \$160 RW \$0 \$0 \$0 \$0 CON SUBTOTAL \$160 \$160 \$160 TOTAL \$160 TOTAL PE: \$160 TOTAL RW: \$0 TOTAL CON: \$0 TOTAL PROGRAMMED: \$160

- Modeling Comment: New Project
- TCM Comment: New Project
- Amendment Comment:
- CMP Comment: Narrative:

Last Revised Amendment 25-12 - Submitted

Change reason: NEW PROJECT

Total Project Cost

\$160

⁻ General Comment: Metro Board Report approving PE \$160 is uploaded. List of 13 intersections uploaded. Map uploaded. Funds for Construction \$1,760 will be requested in future budget. All 13 intersections will be new signal synchronized.

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT G SPECIAL GRANT CONDITIONS

LOS ANGELES COUNTY REGIONAL ITS ARCHITECTURE (CONNECT-IT) CONSISTENCY SELF-CERTIFICATION POLICY FORM

This Los Angeles County Regional ITS Architecture (CONNECT-IT) consistency self-certification form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Project Title: Advanced Traffic Signal System

2. Name of Sponsoring Agency: City of Redondo Beach

3. Contact Name: Ryan Liu

4. Contact Phone: 310-318-0661

5. Contact Email: ryan.liu@redondo.org

6. Project Description:

Traffic signals along the major arterial traffic corridors throughout the City of Redondo Beach are activated using one or more standard technologies, including loop detection, video detection and fully actuated, time-of-day signal timing. These intersections carry a significant amount of outbound, inbound and through traffic during peak commute times of the day, primarily from 6:30 am to 9:00 am, and from 3:30 to 7:00 pm. This project aims to improve traffic signal technology to capture potential benefits associated with smart cities, autonomous and connected vehicles, etc., which will help City staff monitor traffic and diagnose issues more quickly.

This project is a continuation of the Manhattan Beach Advanced Traffic Signal Network (MBATS). The purpose of the complete project is to design and install state-of-the-art infrastructure so that signal timing and operations can be integrated into a broadband network, which will enable enhanced signal timing, allow the system to be more responsive to changes in traffic conditions, and prepare for increased vehicular automation. The approved funding is designated to the initial phase improvement, including the design of the complete City fiber network and a portion of the fiber backbone infrastructure that will connect to the Los Angeles County fiber network hub near Hawthorne Boulevard along Artesia Boulevard.

- 7. Identify the ITS elements being implemented and the relevant CONNECT-IT Service Package(s), see Exhibit A.
 Performance monitoring, Emergency Vehicle Preemption, Transit Signal Priority, Connected Vehicle System Monitoring and Management, Infrastructure-based Traffic Surveillance, traffic signal control, traffic incident management system
- 8. Outline of the concept of operations for the project.
 Adding ITS components to support South Bay Fiber, connected vehicles, and other

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future technologies at traffic signals

Signature:

Rev: 04.28.2020

Identify participating agencies roles and responsibilities.
 City of Redondo Beach – Lead agency
 LA County DPW – Partner agency (traffic signal monitoring, timing, maintenance)

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by Metro and the CONNECT-IT Maintenance Team during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the CONNECT-IT interface standards, if required, and conform to the regional configuration management process.

Frymt	
	March 10, 2025
Agency Representative	

Exhibit A Architecture Reference for CONNECT-IT Service Packages

The table below is the architecture reference for the CONNECT-IT service packages. For additional information on the service packages below, to view interconnect diagrams for each service package or to suggest updates to CONNECT-IT, visit www.laconnect-it.com.

Service Package Area	Short Name	Name	
Commercial Vehicle	CVO01	Carrier Operations and Fleet Management	
Operations	CVO02	Freight Administration	
	CVO03	Electronic Clearance	
	CVO04	CV Administrative Processes	
	CVO05	International Border Electronic Clearance	
	CVO06	Freight Signal Priority	
	CVO07	Roadside CVO Safety	
	CVO08	Smart Roadside and Virtual WIM	
	CVO09	Freight-Specific Dynamic Travel Planning	
	CVO11	Freight Drayage Optimization	
	CVO12	HAZMAT Management	
	CVO14	CV Driver Security Authentication	
	CVO15	Fleet and Freight Security	
Data Management	DM01	ITS Data Warehouse	
	DM02	Performance Monitoring	
Maintenance and	MC01	Maintenance and Construction Vehicle and Equipment	
Construction		Tracking	
	MC02	Maintenance and Construction Vehicle Maintenance	
	MC05	Roadway Maintenance and Construction	
	MC06	Work Zone Management	
	MC07	Work Zone Safety Monitoring	
	MC08	Maintenance and Construction Activity Coordination	
Parking Management	PM01	Parking Space Management	
	PM02	Smart Park and Ride System	
	PM03	Parking Electronic Payment	
	PM04	Regional Parking Management	
	PM05	Loading Zone Management	
Public Safety	PS01	Emergency Call-Taking and Dispatch	
	PS02	Routing Support for Emergency Responders	
	PS03	Emergency Vehicle Preemption	
	PS04	Mayday Notification	
	PS05	Vehicle Emergency Response	
	PS06	Incident Scene Pre-Arrival Staging Guidance for Emergency	
		Responders	
	PS07	Incident Scene Safety Monitoring	
	PS08	Roadway Service Patrols	
	PS10	Wide-Area Alert	
	PS11	Early Warning System	
	PS12	Disaster Response and Recovery	

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Service Package Area	Short Name	Name
	PS13	Evacuation and Reentry Management
	PS14	Disaster Traveler Information
Public Transportation	PT01	Transit Vehicle Tracking
•	PT02	Transit Fixed-Route Operations
	PT03	Dynamic Transit Operations
	PT04	Transit Fare Collection Management
	PT05	Transit Security
	PT06	Transit Fleet Management
	PT07	Transit Passenger Counting
	PT08	Transit Traveler Information
	PT09	Transit Signal Priority
	PT10	Intermittent Bus Lanes
	PT11	Transit Pedestrian Indication
	PT14	Multi-modal Coordination
	PT16	Route ID for the Visually Impaired
	PT17	Transit Connection Protection
	PT18	Integrated Multi-Modal Electronic Payment
Support	SU01	Connected Vehicle System Monitoring and Management
	SU02	Core Authorization
	SU03	Data Distribution
	SU04	Map Management
	SU05	Location and Time
	SU06	Object Registration and Discovery
	SU07	Privacy Protection
	SU08	Security and Credentials Management
	SU09	Center Maintenance
	SU10	Field Equipment Maintenance
	SU11	Vehicle Maintenance
	SU12	Traveler Device Maintenance
Sustainable Travel	ST01	Emissions Monitoring
	ST02	Eco-Traffic Signal Timing
	ST03	Eco-Traffic Metering
	ST04	Roadside Lighting
	ST05	Electric Charging Stations Management
	ST06	HOV/HOT Lane Management
	ST08	Eco-Approach and Departure at Signalized Intersections
	ST09	Connected Eco-Driving
Traffic Management	TM01	Infrastructure-Based Traffic Surveillance
	TM02	Vehicle-Based Traffic Surveillance
	TM03	Traffic Signal Control
	TM04	Connected Vehicle Traffic Signal System
	TM05	Traffic Metering
	TM06	Traffic Information Dissemination
	TM07	Regional Traffic Management
	TM08	Traffic Incident Management System
	TM09	Integrated Decision Support and Demand Management

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Service Package Area	Short Name	Name
J	TM10	Electronic Toll Collection
	TM11	Road Use Charging
	TM12	Dynamic Roadway Warning
	TM13	Standard Railroad Grade Crossing
	TM14	Advanced Railroad Grade Crossing
	TM15	Railroad Operations Coordination
	TM16	Reversible Lane Management
	TM17	Speed Warning and Enforcement
	TM19	Roadway Closure Management
	TM20	Variable Speed Limits
	TM21	Speed Harmonization
	TM22	Dynamic Lane Management and Shoulder Use
Traveler Information	TI01	Broadcast Traveler Information
	TI02	Personalized Traveler Information
	TI03	Dynamic Route Guidance
	TI04	Infrastructure-Provided Trip Planning and Route Guidance
	TI05	Travel Services Information and Reservation
	TI06	Dynamic Ridesharing and Shared Use Transportation
	TI07	In-Vehicle Signage
Vehicle Safety	VS01	Autonomous Vehicle Safety Systems
	VS02	V2V Basic Safety
	VS03	V2V Situational Awareness
	VS04	V2V Special Vehicle Alert
	VS05	Curve Speed Warning
	VS08	Queue Warning
	VS09	Reduced Speed Zone Warning / Lane Closure
	VS10	Restricted Lane Warnings
	VS11	Oversize Vehicle Warning
	VS12	Pedestrian and Cyclist Safety
	VS13	Intersection Safety Warning and Collision Avoidance
	VS14	Cooperative Adaptive Cruise Control
	VS15	Infrastructure Enhanced Cooperative Adaptive Cruise Control
	VS16	Automated Vehicle Operations
	VS17	Traffic Code Dissemination
		1.00 0

Note: CONNECT-IT service packages may differ from service packages identified in the National ITS Reference Architecture (ARC-IT). For any service packages not represented in CONNECT-IT, refer to ARC-IT by accessing www.arc-it.net. Contact the administrator at sharmas@metro.net for questions regarding CONNECT-IT.

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ATTACHMENT G-1 SPECIAL GRANT CONDITIONS

SIGNAL SYNCHRONIZATION, INTELLIGENT TRANSPORTATION SYSTEMS (ITS), AND TRANSPORTATION TECHNOLOGY IMPROVEMENTS

- 1. Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly. Grantee shall coordinate through the Arterial ITS Committee, the Coalition for Transportation Technology and/or other appropriate and recognized forums to ensure consistency with local, subregional and regional ITS plans. Grantee shall provide the opportunity to LACMTA staff and other affected agencies to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.
- 2. Grantee shall coordinate with LA County Public Works when applicable and shall not advertise the Project for bid to begin construction before all affected agencies have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver or email a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
- 3. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Operations and maintenance plans shall be developed for all ITS projects. For multi-jurisdictional projects, multi-agency agreements shall be executed committing to the long-term operations and maintenance of shared project elements.
- 4. Grantee's Project shall not make major equipment or timing-plan changes on other Metro funded projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval.
- 5. For all central traffic control system projects, Grantee shall coordinate the system design through LACMTA staff to allow communication with the Regional Integration of ITS (RIITS) to facilitate multi-jurisdictional traffic management and data sharing.
- 6. Grantee shall ensure Countywide Signal Priority (CSP) capabilities are maintained when Grantee's Project is in an existing and planned CSP corridor.
- 7. Grantee shall ensure Integrated Corridor Management (ICM) capabilities are maintained when Grantee's Project is in an existing and planned corridor.

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8. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

Grantee shall:

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a. provide real-time traffic data from the Project, if available, to the Regional Integration of ITS (RIITS)

- b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software to support regional transportation planning and operations
- c. populate ITS Field Inventory Resource Sharing Tool (ITS FIRST) with data upon completion of project
- 9. Grantee shall ensure that the project uses a generally accepted system engineering approach to maintain the integrity and quality of completed projects.
- 10. Grantee's project shall adhere to existing Metro guidelines for specific subprograms as applicable.

The obligations set forth in this section shall survive the expiration or termination of this Agreement.

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Administrative Report

H.7., File # 25-1541 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE RIGHT TURN ONLY VEHICLE OPERATIONS FROM BLOSSOM LANE ONTO GRANT AVENUE

EXECUTIVE SUMMARY

At its October 27, 2025 meeting, the Public Works & Sustainability Commission (PWSC) voted unanimously (6-0) to recommend prohibiting through and left turn movements from northbound and southbound Blossom Lane onto Grant Avenue. The discussion stemmed from safety and speeding concerns raised by area residents that were submitted to Public Works staff and the District 4 Councilmember. Engineering Services Division personnel collected data, analyzed the intersection, and provided feasible countermeasures for discussion at the PWSC. The proposed right turn only (RTO) operation would address potential right-angle collisions, reduce conflicts, and simplify intersection operations. The RTO option was supported by the PWSC and is recommended for City Council approval.

BACKGROUND

The background, data collection, analyses, and proposed countermeasures are outlined in the attached PWSC Administrative Report for the Commission's October 27, 2025 meeting. At the PWSC meeting, the commissioners received written and in-person feedback supporting RTO operations from Blossom to Grant. An additional proposed countermeasure, a striped crosswalk with rectangular rapid flashing beacons (RRFBs), were not as well received, due to a perceived lack of need relative to the cost of implementing the additional measures. The PWSC voted unanimously (6-0) to recommend the City Council approve the prohibition of through and left turns from northbound and southbound Blossom Lane onto Grant Avenue. If approved by the City Council, the work can be performed relatively quickly by Public Works Operations staff. Staff would like to note that, if a need or desire arises to stripe a crosswalk and/or add a raid flashing beacon across Grant at Blossom, it can be discussed in the future and is not precluded by the RTO action.

COORDINATION

This item was prepared by the Public Works Department and coordinated with area residents and the PWSC.

FISCAL IMPACT

The cost to install two right turn pavement legend arrows and two right turn only signs on Blossom Lane is estimated to be approximately \$1,000. Funding is available in the Public Works

H.7., File # 25-1541 Meeting Date: 11/18/2025

Department's approved FY 2025-26 Traffic Calming Budget to cover the cost.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

• Administrative Report - Public Works and Sustainability Commission, October 27, 2025



Administrative Report

Date: October 27, 2025

To: Public Works and Sustainability Commission

From: Public Works Department

Subject: DISCUSSION OF TRAFFIC SAFETY MEASURES AT THE GRANT

AVENUE & BLOSSOM LANE INTERSECTION

SUMMARY:

The City received a number of traffic safety complaints regarding the intersection of Grant Avenue and Blossom Lane. Residents expressed concerns regarding excessive speeds, crosswalk safety, and general traffic safety along Grant. Staff collected traffic and collision data, performed site visits of the intersection, and analyzed potential solutions. At this time, City staff is presenting a potential solution by prohibiting through and left-turning movements from either direction of Blossom onto Grant. Only right-turns would be permitted from Blossom onto Grant. Other concepts that may be infeasible or require further study/funding are also discussed. Noticing was provided to the residents living within approximately 300 feet of the intersection of Grant and Blossom¹.

BACKGROUND:

Intersections along Grant Avenue between Aviation Boulevard and Inglewood Avenue are generally similar to each other and evenly spaced from each other. Of the 10 intersections on Grant between Aviation and Inglewood, six are signalized and four are unsignalized. This agenda item pertains to the intersection of Grant and Blossom, which is unsignalized. Grant, which is wider, busier, and designated as a collector street, does not stop at this intersection. In comparison, Blossom is a designated local street and is stop-controlled at this intersection. This is typical practice as larger street traffic should not unnecessarily stop for smaller street traffic. At this intersection, left-turn pockets are provided for Grant approaches, curb extensions were recently constructed to improve safety, and intersection red curb is provided for visibility. The speed limit of Blossom is the residential prima facie 25 mph limit, while Grant's speed limit is 35 mph. The 85th percentile speeds along this section of Grant are generally 40 mph, which suggests excessive speeding. As a separate project, the City is narrowing vehicular lanes on Grant to current urban best practice (10 feet) and adding a buffer (3 feet) to the bicycle lanes when individual blocks on Grant are resurfaced to reduce excessive speeding and improve safety for all roadway users. Area residents expressed concerns regarding excessive speeds and crosswalk safety. The City expects that lane narrowing can somewhat address excessive speeds.

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¹ Noticing area shown in **Attachment 1.**

DISCUSSION:

After receiving traffic safety complaints from area residents regarding this intersection, engineers from the City collected traffic and collision data, performed sight distance observations, and analyzed potential solutions. Vehicular turning movement counts were collected for the Blossom approaches during one hour in the AM peak period and one hour during the PM peak period. Counts were collected in October 2025 when school was in session, shown below where AM is followed by PM in parentheses:

- Northbound Blossom: 21(14) Left, 25(10) Through, 48(48) Right
- Southbound Blossom: 8(6) Left, 22(21) Through, 16(23) Right

As shown, about 42-54% of Blossom vehicular approach traffic performs left or through movements during a typical peak hour, which are more complex to perform than right-turns. Right turns are by far the most executed single movement.

Engineers from the City performed sight distance analyses and found that adequate red curb exists to provide adequate visibility for performing turning movements from Blossom. A collision analysis was also performed and detailed statistics for an eight-year period (2016-2024) can be found in **Attachment 2**. In a recent five-year period (2020-2024), nine crashes occurred at Grant/Blossom. Four were injury collisions while five resulted in property damage only. Four of the crashes were right angle crashes, which typically involve one party approaching from Grant and the other party approaching from Blossom.

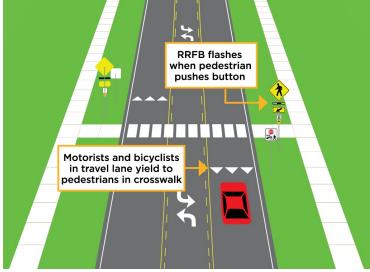
Potential Countermeasure(s):

Right-Turn Only From Blossom

Prohibiting through and left-turns from Blossom to Grant would remove the most difficult turning movements at this intersection. Drivers on Blossom do not have the right-of-way and must calculate gaps on Grant to proceed safely, which includes looking for pedestrians, cyclists, and vehicles. Drivers proceeding straight or turning left must navigate both directions of Grant, a comparatively higher level of complexity. Staff proposes a relatively easy-to-implement countermeasure by adding signage that prohibits the left and through movements from Blossom in both directions. Prohibiting these turns would reduce the number of conflict points within the intersection, but would force drivers to reroute and potentially increase traffic on other streets to a minor extent. This countermeasure could address angle crashes, as drivers turning from Blossom would only need to focus on one direction of traffic to turn right. This solution would be easy to implement via signage, although it would be reliant on regular police enforcement. Physical impediments to block those turns would not be feasible without also prohibiting one or both left-turns from Grant and are not recommended at this time. If the "right turn only" signage is recommended by the PWSC, this countermeasure would require City Council approval. The cost to install right-turn only signs and associated roadway paint is approximately \$1,500, available in the City's Traffic Calming account.

Striped Crosswalk With RRFB Across Grant

Legal crosswalks exist at Grant and Blossom, however only crosswalks crossing Blossom, the shorter crossing, are marked. While unmarked, a legal crosswalk still exists to cross Grant. Curb extensions are present to provide enhanced visibility and shorten the crossing distance. Another feasible countermeasure would be to stripe a crosswalk across Grant when Grant is resurfaced in this area and add a rectangular rapid flashing beacon (RRFB). The proposed location would be the east leg of the intersection where ramps and curb extensions are available. While this striped crosswalk would remain uncontrolled and require pedestrians and drivers to exercise vigilance, RRFBs have been proven to improve crosswalk yielding compliance significantly. Signalized crosswalks are available at Green Lane to the west and Rindge Lane to the east, both 640 feet away. Pedestrians who feel uncomfortable with current crossing conditions at Blossom may feel more comfortable if a striped crosswalk and pedestrian-activated flashing lights are installed, which may improve safety and discourage crossing outside of intersections. However, if the desire is to focus Birney School-related pedestrian crossings to the signalized crosswalk at Green Lane where a crossing guard is present during school commute hours, the proposed countermeasure here may not be consistent with that principle. In addition, the City does not have pedestrian crossing counts at this location. It is unclear whether resources should be spent at this location if demand is low. However, if enhancements are installed, pedestrian crossings would increase. Nonetheless, the proposed countermeasure features would be consistent with FHWA guidance on crosswalks at intersections like Grant and Blossom. The graphic below shows an example of an RRFB. If recommended by the PWSC, further consultation with the District 4 Councilmember would be required before incorporating these features and associated costs into design when this portion of Grant is resurfaced. Striping this crosswalk during Grant resurfacing would be of nominal cost, while adding an RRFB and associated crosswalk signs would cost approximately \$15,000. This money may be available in the City's Traffic Calming account.





Source: City of Lincoln, NE

Countermeasures Deemed Infeasible or Requiring Further Study:

Traffic Signal

Traffic signals generally require a full traffic study and analysis to ensure the intersection would meet traffic signal warrants in the CAMUTCD. It is not likely that a traffic signal would meet installation warrants at Grant/Blossom, and the City does not have the funds to install nor maintain additional traffic signals within its jurisdiction.

Median Island With Crosswalk and RRFB

City staff also investigated the feasibility to add a physical pedestrian refuge median island within the two-way left-turn lane on Grant to increase crosswalk safety, similar to the recently installed median at Beryl/Guadalupe. This would be paired with the striped crosswalk across Grant and the aforementioned RRFB. The refuge island would help pedestrians cross one direction at a time and increase crosswalk signage visibility for drivers. However, it would remove the left-turn lane from westbound Grant to southbound Blossom. While the turn could still be performed, staff determined that due to higher traffic volumes on Grant and the narrow footprint of the intersection, removing the center turn lane could cause more issues compared to past installations. Staff determined that this location would be only a marginal candidate for a refuge island at this time.

All-Way Stop

As mentioned before, traffic volumes on Grant are significantly higher than those approaching from Blossom. Grant is a much wider street and designated as a Collector, while Blossom is a narrower Local street. It would not be appropriate to force all traffic at all times on Grant to stop for what would be infrequent cross-traffic from Blossom. An all-way stop here would not be consistent with Federal and State guidance.

Staff is seeking public and Commission input on whether any (or none) of the proposed countermeasures should be installed. Restricting turns would require City Council approval, while installing a striped crosswalk with an RRFB would require further consultation with the District 4 Councilmember and a commitment of funding to include in an upcoming striping project.

COORDINATION:

Coordination of this report took place within the Public Works Department.

Prepared by:

Ryan Liu, Principal Transportation Engineer

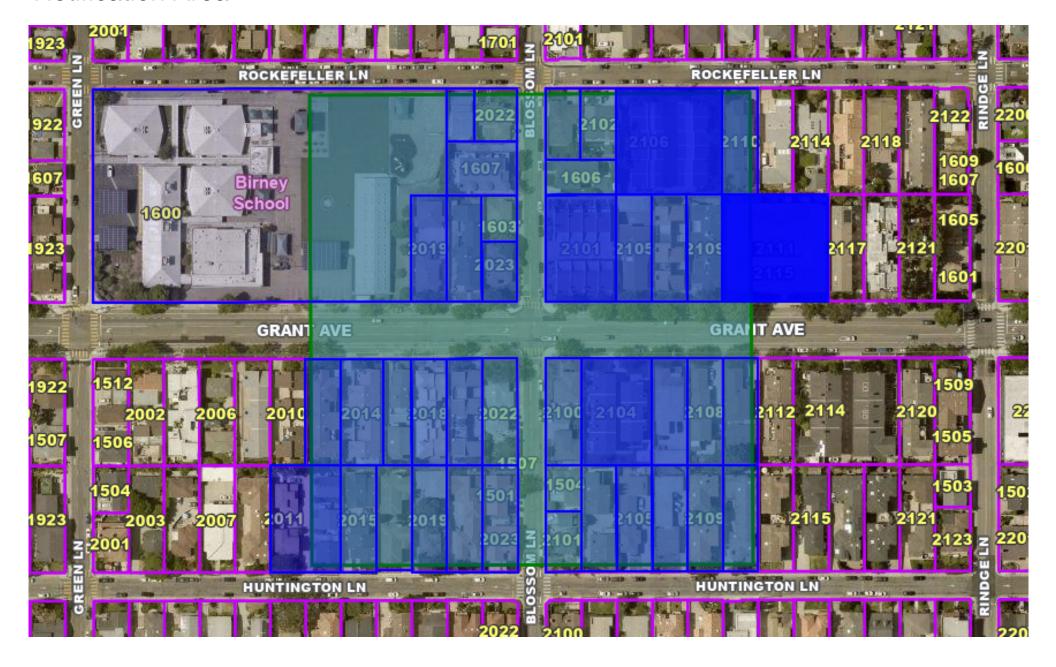
Submitted by:

Andrew Winje, Public Works Director

ATTACHMENTS:

- 1 Public Noticing Area
- 2 Collision Statistics

Notification Area



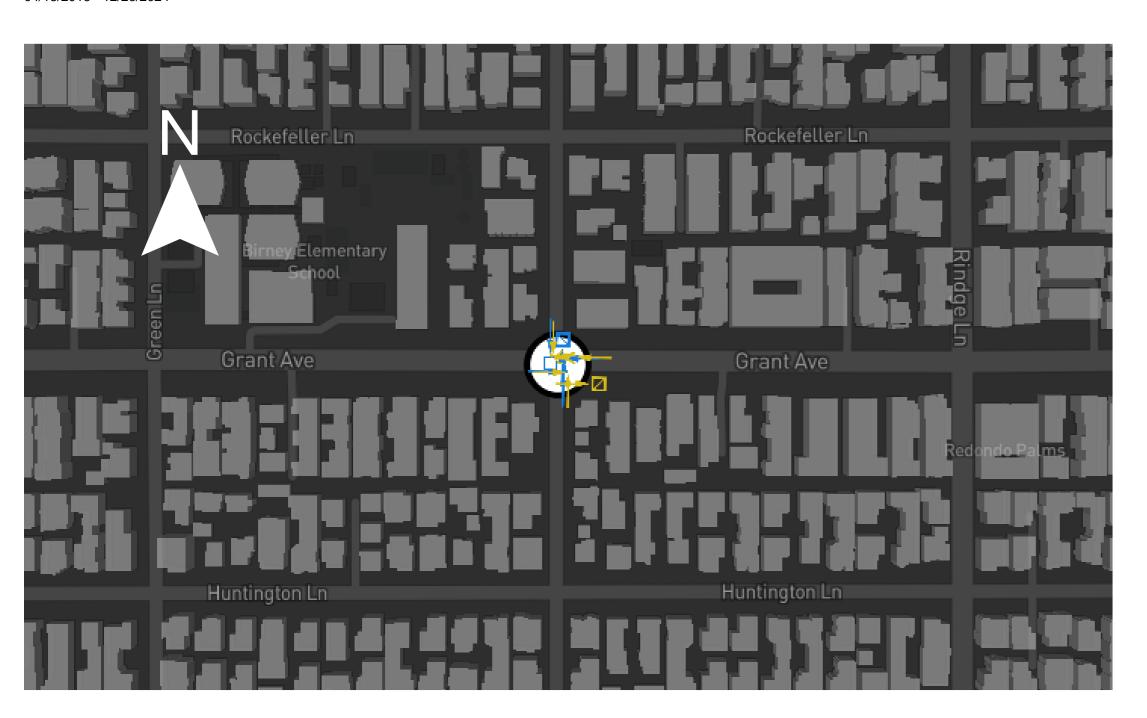


9

14 Crashes

04/18/2016 - 12/26/2024

(8.5 years of data)



2020-2024 (5yrs)

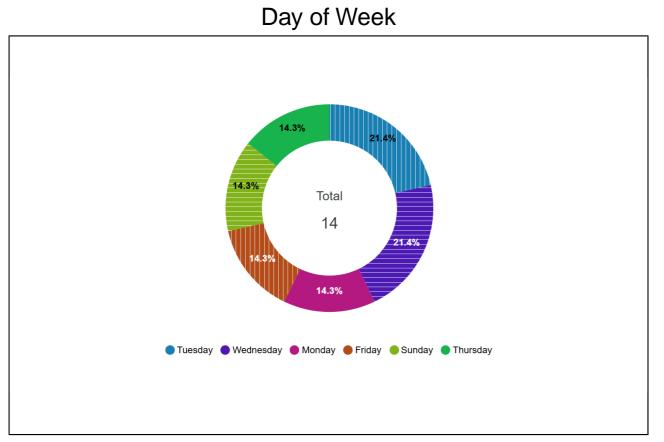
- -9 Crashes
- -4 Injury, 5 PDO
- -4 Right Angle

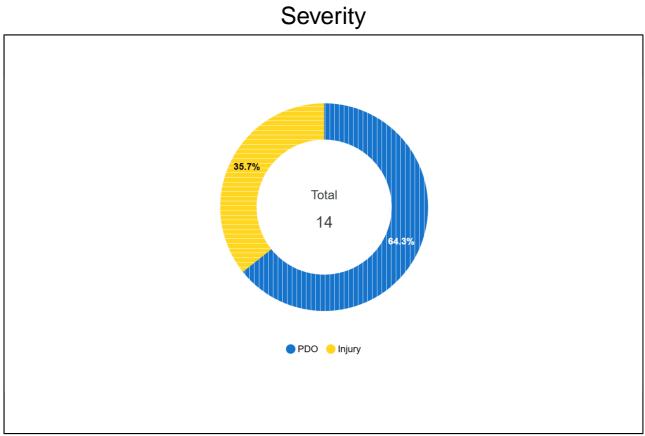
	<u>llision Type</u>	Severity
1	Parked Vehicle: 6	PDO:
	Right Angle: 6	Injury:
1	Fixed Object: 1	
*	Straight Hit VRU: 1	
	Backing: 0	
*	Backing Hit VRU: 0	
 	Head On: 0	
Ť	Hit Animal: 0	
1	Left Turn: 0	
ネ←┐	Left Turn Hit VRU: 0	
000	Non-Fixed Object: 0	
?	Other: 0	
\Diamond	Other Non-Collision Crash: 0)
7	Override or Underride: 0	
Х̈́	Parked Vehicle with VRU: 0	
₹	Rail Crossing Related: 0	
†	Rear End: 0	
	Right Turn: 0	
<u> </u>	Right Turn Hit VRU: 0	
-01210m	Run Off Road or Rollover: 0	
*	Side Swiped Hit VRU: 0	
K	Side Swiped Opposite Direction: 0	-

Side Swiped Same Direction: 0

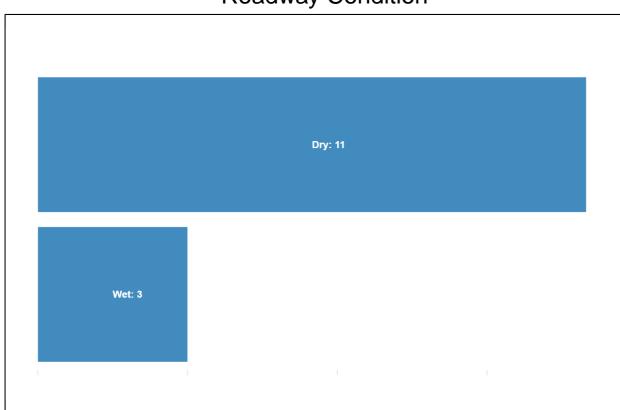


Charts and Graphs

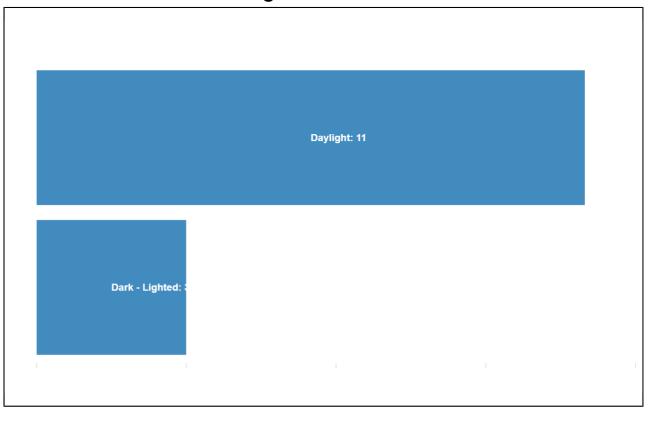




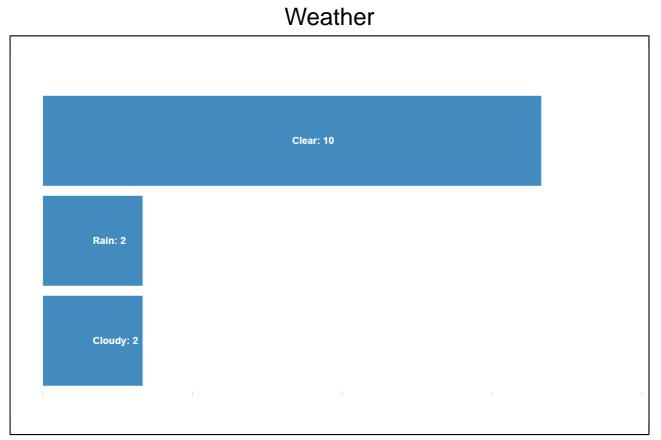
Roadway Condition

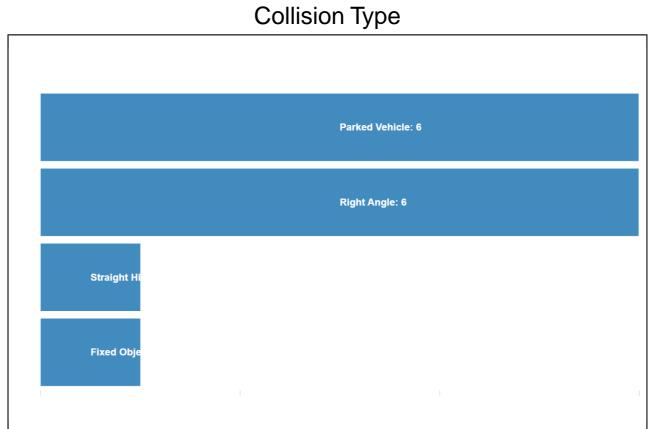


Light Condition









Collision Diagram Table

CCN	Collision Type	Severity	KABCO Severity	Weather	Crash Date	Crash Time
8018827	Parked Vehicle	PDO	(O) Property Dam- age-Only	Clear	April 18, 2016	12:00:00 AM
8282943	Parked Vehicle	PDO	(O) Property Dam- age-Only	Clear	December 23, 2016	1:11:00 AM
8684896	Parked Vehicle	PDO	(O) Property Dam- age-Only	Clear	August 7, 2018	12:00:00 AM
8701679	Right Angle	Injury	(B) Suspected Minor In- jury	Clear	August 28, 2018	12:34:00 PM

Date Generated: 9/12/2025, 1:28:27 PM User: ryan.liu@redondo.org

Blossom Lane & Grant Avenue



8932923	Right Angle	PDO	(O) Property Dam- age-Only	Clear	September 2, 2019	7:06:00 PM
9170866	Right Angle	Injury	(B) Suspected Minor Injury	Clear	October 21, 2020	12:51:00 PM
9250687	Parked Vehicle	PDO	(O) Property Dam- age-Only	Clear	April 7, 2021	5:15:00 PM
9270451	Parked Vehicle	Injury	(B) Suspected Minor Injury	Rain	May 16, 2021	1:57:00 AM
9510630	Right Angle	PDO	(O) Property Dam- age-Only	Rain	December 11, 2022	1:50:00 AM
9559649	Right Angle	PDO	(O) Property Dam- age-Only	Cloudy	February 24, 2023	4:04:00 PM
9589483	Parked Vehicle	PDO	(O) Property Dam- age-Only	Cloudy	May 3, 2023	6:52:00 PM
9648236	Straight Hit VRU	Injury	(A) Suspected Serious Injury	Clear	October 26, 2023	3:17:00 PM
9689598	Right Angle	Injury	(B) Suspected Minor Injury	Clear	March 19, 2024	10:26:00 AM
4545935	Fixed Object	PDO	(O) Property Dam- age-Only	Clear	December 26, 2024	9:51:00 AM



Administrative Report

H.8., File # 25-1549 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE A CHARGE READY TRANSPORT PROGRAM PARTICIPATION AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AT THE CITY'S PUBLIC WORKS YARD AT 531 NORTH GERTRUDA

APPROVE THE GRANTING OF AN EASEMENT TO SOUTHERN CALIFORNIA EDISON AT THE CITY'S PUBLIC WORKS YARD TO ALLOW FOR CONSTRUCTION AND MAINTENANCE OF THE NEW ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

EXECUTIVE SUMMARY

Staff recommends approving an agreement with Southern California Edison (SCE) to participate in the Charge Ready Transport (CRT) Program. The proposed project would provide electric vehicle charging infrastructure for medium to heavy-duty Public Works fleet vehicles at no cost to the City. Specifically, the Agreement would allow for SCE's installation of necessary infrastructure to supply power to charging ports at the City's Public Works Yard. Staff also recommends approval of a necessary easement that would allow SCE access to the Yard to install and maintain the electric charging infrastructure. Once SCE constructs the electric infrastructure, the City would purchase and install the charging port equipment. Funding for purchase and installation of the charge port equipment is available from a recently awarded Clean Power Alliance grant.

BACKGROUND

The SCE CRT Program is intended to provide infrastructure for electric vehicle charging for SCE customers operating medium to heavy-duty vehicles. The CRT Program is available to qualifying customers to assist with the transition to electric vehicles by reducing costs associated with the purchase and installation of electric vehicle charging infrastructure. As part of the program, SCE designs, constructs, and installs the infrastructure on both the utility and customer sides of the electric meter including, electrical design, permits, construction, transformers, trenching, and pedestals for the charging stations at no direct cost to the City.

SCE has advised that both the CRT Agreement and the Grant of Easement are standard non-negotiable documents that are required for participation in the Program. The CRT Agreement would be executed electronically through SCE's online portal using the approved template. SCE would issue the final version of the Grant of Easement following City Council approval of the CRT Agreement and upon identification of the needed footprint to install and maintain their equipment.

H.8., File # 25-1549 Meeting Date: 11/18/2025

SCE worked with City staff to identify a number of possible sites for the CRT Program including, the Public Works Corporation Yard (531 N. Gertruda) and Parks Services Yard (1513 Beryl). Following coordination with SCE's CRT Program personnel, City staff are recommending an SCE Program Participation Agreement for the Public Works Corporation Yard which houses more of the Department's vehicles. A site assessment was conducted on April 16, 2025 and a conceptual design plan was subsequently created by SCE (included in the CRT Program Participant Agreement). The City is now at Phase B, Step #6 in the SCE CRT Activity Plan shown below.

PHASE A PHASE B PHASE C **Request Funding** Reserve Funding **Pre-Construction Commitments** Applicant determines 2 - 3 months 45 days Program Enrollment Application Screening Proof of Electric Vehicle 7 Application & Prioritization Acquisition Proof of Charging EV Aquisition Plans 2 Project Site Evalution 8 Equipment Acquisition 5 Rebate Assignment Infrastructure Design Optional participant program termination at no additional cost prior to this point Program Participation 6 Agreement PHASE D PHASE D PHASE E PHASE F **SCE Builds Infrastructure Customer Builds Make-Ready** Issue Rebates Verify Compliance 6 - 9 months 6 - 9 months 10 years 1 month SCE Performs Detailed Participant Performs 15 **Charging Equipment** Completion of Planned Site Design Work Detailed Site Design Work Installation Verification **EV Acquisitions Grant Final Easement** Grant Final Easement Compliance with 5-Yr Review Documentation SCE Requests Participant Requests Port Level Data Sharing & Issue Rebates & Secures Permits & Secures Permits Commitment Construct Make-Ready Construct Infrastructure 18 Infrastructure Compliance with 10-Yr Complete Program 22 Operation of Charging Participant Installs Participant Installs Surveys 19 Equipment Charging Equipment Charging Equipment

Figure 4: Program Design - Activity Flow Chart

Figure 1: SCE CRT Activity Plan

If Council approves the proposed Agreement, the City would be responsible to purchase and install the charging stations. Once the SCE work is complete, the City would contract with a certified installer to complete the station installations. The proposed ten ports would consist of four ChargePoint Level 2 charging stations and one DC fast charger. If the Agreement is approved, the City is obliged to meet all SCE requirements as follows:

 Purchase and install charging equipment listed in the SCE Approved Product List or that otherwise meets SCE requirements H.8., File # 25-1549 Meeting Date: 11/18/2025

- Maintain charging stations in good working order for a period of 10 years
- Adopt a vehicle acquisition plan and procure 10 medium to heavy-duty electric vehicles over the duration of the 10-year program participation agreement. At least two of the required units must arrive on-site within 18 months of application submission. (SCE has approved the City's two recent purchases of F-150 Lightnings as satisfying this initial requirement)
- Authorize the Mayor to sign the CRT Agreement on the SCE portal, and agree to all terms, which includes SCE's standard, non-negotiable terms and indemnity language that differ from the City's standard form
- Grant SCE an easement for installation and maintenance of charging infrastructure in perpetuity, or until the City requests to cancel the program and petitions SCE to quitclaim and release the easement (please see the FAQ provided by SCE regarding the need for an easement). The easement document would be prepared by SCE for City signature upon receipt of the fully executed SCE CRT Program Participation Agreement

The City continues to advance its objective of maintaining an efficient and environmentally sustainable vehicle fleet that meets operational requirements while ensuring compliance with State mandates. A key component of the City's vehicle acquisition plan is the phased transition to zero-emission vehicles (ZEVs), including the procurement of medium and heavy-duty electric vehicles where commercially viable models are available.

Pursuant to the California Air Resources Board's (CARB) Advanced Clean Fleets (ACF) regulation, State and local government agencies are required to integrate ZEVs into their fleets in accordance with established acquisition schedules. The City is currently implementing the 50% ZEV Purchase Plan which mandates that for every internal combustion engine (ICE) vehicle exceeding the 8,500 pounds gross vehicle weight rating (GVWR)-whether powered by gasoline, diesel, or compressed natural gas (CNG), a corresponding ZEV must be acquired.

Approval of the Southern California Edison SCE CRT Agreement would enable the City to install the electric vehicle charging infrastructure necessary to support fleet electrification at the Public Works Yard. Under this Agreement, the City would be responsible for procuring and installing 10 charging ports, which staff intends to fund using a recently awarded Clean Power Alliance grant. This infrastructure investment represents a critical step toward meeting ACF compliance requirements and advancing the City's broader sustainability and emissions reduction goals. While SCE has not provided an exact dollar amount for the work they are responsible to perform under this Agreement, staff estimates it would cost the City between \$300,000 and \$400,000 to complete the work independently.

Agreement/Easement Risks

The proposed CRT Agreement and SCE's standard Grant of Easement shift several legal risks and administrative burdens to the City. The indemnity language is not as protective for the City as the City's typical and preferred language. SCE insists the easement is necessary and unavoidable to allow SCE to access the City Yard to install and maintain their equipment while in service. No one but SCE can bring the distribution line and meter onto the City's property and to participate in the grant Program, approval of an easement without a predefined termination date is required. The agreement places the burden to disclose material facts about the property on the City and does not require Edison to obtain a title report, ALTA survey, or conduct environmental review. Additionally, if the City elects to terminate the use of the charging stations within ten years, the City has certain

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financial obligations associated with the initial cost of installation. The service and a request to terminate the easement however can be made without cost after the initial ten-year period.

While the proposed shift of risk is not typical for a City-initiated project, these are the terms offered under Edison's grant program and are non-negotiable. To benefit from this program, the City is required to accept this shift of risk. On balance, given the City goals of increasing EV charging capacity and the opportunity to do so at no cost to the City, the State's requirements for fleet electrification, SCE's long service history and business interests in the City, and the regulatory oversight of SCE by the California Public Utilities Commission, staff recommends utilizing SCE's CRT program despite the risks and noted departures from the City's standard contract terms.

COORDINATION

Development of the grant opportunity was coordinated by the Public Works Department and Southern California Edison. The City Attorney's Office reviewed the proposed Agreement and identified the risks detailed above.

FISCAL IMPACT

The SCE CRT Program Participation Agreement would allow for the construction of electric vehicle charging infrastructure at no cost to the City. Following installation of the supporting infrastructure, the City would be required to purchase and install the charging equipment needed to activate/utilize the 10 charging parts energized by SCE. Funding for the charging equipment is available through a Clean Power Alliance grant recently awarded to the City. No General Funds would be used to complete the City's portion of the CRT Program Participation Agreement.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt SCE Charge Ready Transport Program Participation Agreement
- SCE Sample Grant of Easement Requirements
- SCE FAQ Regarding Need for Easement
- SCE Charge Ready Transport Program Handbook
- SCE Charge Ready Transport Quick Reference Guide
- SCE Tariff Book with Links



CHARGE READY TRANSPORT PROGRAM PARTICIPATION AGREEMENT

This Charge Ready Transport Program Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Charge Ready Transport Program. Pursuant to the terms of this Agreement, SCE will (1) design, procure, and install the Infrastructure (as defined herein) at no cost to the Program Participant; and (2) if applicable, remit the Charging Equipment Rebate and the Make-Ready Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and customer-side make-ready infrastructure. Only Program Participants meeting one of the following requirements will be eligible for the Charging Equipment Rebate:

- (1) Program Participant is installing Charging Equipment listed on the Approved Product List (APL) to service transit or school buses; or
- (2) Program Participant is installing Charging Equipment listed on the APL at a project site that is located in a designated Disadvantaged Community (DAC) and the Program Participant is NOT listed on the Fortune 1000 list.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Transport Program (the "Program").

APPROVED CHARGING EQUIPMENT

Total Number of Approved Charging Equipment:

The commitment to procure and install the approved Electric Vehicle Supply Equipment (EVSE) applies whether or not the Program Participant is eligible for the Charging Equipment Rebate, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the approved EVSE Count set forth in this Agreement. Failure to procure and install the agreed upon EVSE Count will constitute a breach of this Agreement, which may result in termination by SCE, at SCE's discretion, and a requirement for the Program Participant to reimburse SCE for certain costs (see Section 10 of Agreement).

1. Approved EVSE Count:

••	EVSE Count	Power Output Level
4		0 - 19.2 kW
1		50 - 149.9 kW

EVSE stands for Electric Vehicle Supply Equipment. For most sites, the EVSE consists of a charging station and the EVSE count is equal to the charging station count.

However, for modular DC systems, the EVSE consists of a power cabinet and dispensers. The power cabinets and dispensers will determine the EVSE count and power output level.



2.

Charging Equipment Rebate Amount (if applicable):

If Program Participant is eligible for the Charging Equipment Rebate, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate Charging Equipment Rebate.

The following table provides the current charging equipment rebate amount categorized by power output level. These values will be used when calculating incentives for rebate eligible participants.

Power Output Rebate Category	Eligible Rebate Amount*
0 kW - 19.2 kW	50% of the cost of EVSE, up to \$1,800
19.3 kW - 49.9 kW	50% of the cost of EVSE, up to \$7,800
50 kW - 149.9 kW	50% of the cost of EVSE, up to \$23,300
150+ kW	50% of the cost of EVSE, up to \$39,200

EVSE stands for Electric Vehicle Supply Equipment. For most sites, the EVSE consists of a charging station and the EVSE count is equal to the charging station count.

However, for modular DC systems, the EVSE consists of a power cabinet and dispensers. The power cabinets and dispensers will determine the EVSE count and power output rebate category. SCE will include the total cost of the power cabinet and dispensers in rebate calculation.

APPROVED SITE LOCATION AND DESIGN

- 3. Description of Approved Location at the Site: Parking lot southeast of main building along east/southeast corner and edge of property
- 4. Conceptual Design of the Charge Ready Transport deployment on Program Participant's Site: Attached

MAKE-READY INFRASTRUCTURE WORK

The Make-Ready infrastructure:

□ self-installed customer-side make-ready

□ SCE-installed make-ready



APPROVED VEHICLE ACQUISITION PLAN

The Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan as described below. The Plan may only be modified with consent of SCE, in SCE's sole discretion. For Transport Refrigeration Units (TRUs), the Vehicle Acquisition Plan is a commitment that the stated number of unique TRUs will use the infrastructure within the estimated delivery date. These TRUs may be owned/leased by the customer or owned/leased by others using the site. For Truck Stop Electrification (TSE), the Vehicle Acquisition Plan is a commitment that the stated number of unique vehicles will use the infrastructure within the estimated delivery date. These vehicles may be owned/leased by the customer or owned/leased by others using the site.

Vehicle Acquisition Plan:

Delivery Date	Vehicle Class	Vehicle Count
August 2030	Medium duty on-road vehicle	2
August 2032	Medium duty on-road vehicle	2
August 2034	Medium duty on-road vehicle	2
August 2026	Medium duty on-road vehicle	2
August 2028	Medium duty on-road vehicle	2

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Charge Ready Transport Program is subject to the following terms and conditions:

6. Definitions: Any capitalized terms used in this Agreement not otherwise defined herein shall have the meaning set forth in the Program Handbook, which is incorporated into this Agreement by reference.

AHJ - Authority Having Jurisdiction:

The responsible government entity having geographically-based jurisdiction that typically approves, inspects and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).

Approved Product List:

The list of Charging Equipment qualified by SCE and meeting SCE's technical requirements. Program Participant must select Charging Equipment from the Approved Product List in order to receive a Charging Equipment Rebate (if available).

CalEnviroScreen:

The California Communities Environmental Health Screening Tool (CalEnviroScreen) was released by the Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency (CalEPA). CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution. For more information, please visit https://oehha.ca.gov/calenviroscreen.

Charge Ready Portal:

The website where Program Participants can apply for the Program, check application status, and upload most required documents (https://chargereadytransport.sce.com).

Charging Equipment:

Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available, are listed in the Approved Product List, which can be found through the Program's web portal (https://chargereadytransport.see.com).



Charging Equipment Supplier:

The entity from which the Charging Equipment is purchased.

Charging Equipment Rebate:

Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

Charging Station:

An individual charging station unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports. Each charging station can charge one or more vehicles depending on the number of ports the unit is equipped with.

Commitment Period:

The 10-year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.

Conceptual Design:

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.

California Public Utilities Commission (CPUC):

The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

CPUC's Transportation Electrification Safety Requirements Checklist:

The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882.

Customer-Side of the Meter Infrastructure:

Necessary infrastructure on the customer's side of the meter.

Disadvantaged Communities (DACs):

Census tracts in SCE's service territory with a top quartile score according to the latest version of California Environmental Protection Agency's CalEnviroScreen tool.

Electric Vehicle Infrastructure Training Program (EVITP) Certification:

The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit https://www.evitp.org.

Electric Vehicle Supply Equipment (EVSE):

For most sites, the EVSE consists of a charging station. For modular DC systems, the EVSE consists of a power cabinet and dispensers.

Eligible TOU Rates:

All SCE TOU rate plans, which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once. For more information, please visit

https://www.sce.com/business/rates/time-of-use", or https://www.sce.com/business/rates/electric-car-business-rates.



Final Design:

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.

Final Invoice:

Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase of Charging Equipment.

Grant of Easement:

A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

In-Service Date:

The date in which a Charging Equipment is installed and operational.

Infrastructure:

The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., "make-ready") that SCE will design, purchase, construct, and install at no cost to the Program Participant pursuant to this Agreement. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the make-ready infrastructure, if the Program Participant elects the Self-Installed Customer-Side Make-Ready option.

Make-Ready Infrastructure:

Infrastructure and Customer Side of the Meter Infrastructure are, taken together, also referred to as the make-ready infrastructure. The utility-side make-ready infrastructure includes all infrastructure work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will ALWAYS be responsible for designing, procuring, installing and maintaining the necessary infrastructure located on the utility side of the meter. The Customer-Side Make-Ready infrastructure includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant's Charging Equipment.

Make-Ready Rebate:

The rebate intended to offset a portion of the Participant's costs if Participant elects to perform the customerside make-ready infrastructure work, following the completed installation of the make-ready infrastructure and submission of required documentation.

Network Service Provider:

The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements. The specific requirements are further described in the Program Handbook.

Preliminary Design:

The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details.



Program:

Also referred to as the Charge Ready Transport Program (CRTP). The Charge Ready Transport Program is designed to help Program Participants install the charging infrastructure needed to electrify their medium- and heavy-duty fleets and non-road vehicles.

Program Handbook:

The Charge Ready Transport Program Handbook is a document that provides a description of the Program offering, Program Participant obligations and related activities. The Program Handbook is incorporated into this Agreement by reference, and the Program Participant and SCE are required to follow the Program Handbook, as such document may be amended or supplemented from time to time.

Program Participant or Customer:

The SCE non-residential customer that enters into this Agreement.

Property Owner/Site Owner:

Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.

Rebate Payment:

The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment or meets the requirements of the Make-Ready Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion. The Rebate Payment may include the Charging Equipment Rebate, the Make-Ready Rebate, or both as applicable.

Reservation Approved Date:

Date on which the Agreement is executed by SCE, which will be after the Program Participant executes the Agreement. The Reservation Approved Date is set forth in Section 24 hereof.

Site:

The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.

Utility-side Infrastructure:

See "Make-Ready Infrastructure".



7. Eligibility:

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

- a. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Stations, the models and their charging level cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- b. Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan.
- c. Program Participant is a non-residential SCE customer with at least one active service account with SCE.
- d. The Site is located in SCE's service territory.
- e. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
- f. Program Participant will comply with all Program requirements outlined in the Program Handbook.

8. Program Participant Obligations and Representations and Warranties:

- a. Agrees that any Charging Equipment installed will either be listed on SCE's Approved Product List or, if not listed, meets SCE's requirements as outlined in the Program Handbook. Program Participant will ensure that ALL Charging Equipment selected for installation under this Program, and during the commitment period, is first approved by SCE.
- b. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for not less than ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").
- c. Agrees that if at any time during the Commitment Period the Charging Equipment is replaced, all associated costs will be the responsibility of the Program Participant.



- d. Agrees to adhere to its Electric Vehicle (EV) Acquisition Plan. The Plan included in this Agreement may only be modified with consent of SCE, in SCE's sole discretion. Program Participant understands and agrees that it is responsible to pay a pro rata share of SCE's costs of the Infrastructure constructed to accommodate the EV Acquisition Plan, and, if applicable, to pay back a pro rata share of the Charging Equipment Rebate and Make-Ready Rebate paid by SCE to Program Participant or its designated assignee, if applicable, to the extent that Program Participant does not acquire all of the EVs set forth in the EV Acquisition Plan.
- e. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider to record and transmit EV charging usage data supporting on-road vehicles for not less than five (5) years from the In-Service Date of the Charging Equipment.
- f. Agree to obtain the consent of its qualified Network Service Provider to provide SCE, or SCE's designated agent or vendor, with access to certain information required by the CPUC, including, but not limited to, the duration of each charge, rate, cost, and load.
- g. Agrees that SCE, or SCE's designated agent or vendor, may collect or receive this data directly from the Program Participant's contracted EV Network Service Provider.
- h. Authorizes SCE to act on Program Participant's behalf to share Program Participant's billing records, billing history and all meter usage data used for bill calculation for all meters participating in the Charge Ready Transport program with third-party program evaluators. This authorization expires five (5) years from the date Program Participant turns on service for the EVSE installed as part of Charge Ready Transport.
- i. Acknowledges and agrees that the actual Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes. If the Customer elects the "SCE-installed make-ready" option in Section 5 hereof, then Customer:
 - a. Acknowledges and agrees that SCE shall own all Make-Ready Infrastructure, including but not limited to, the Customer Side Of The Meter Infrastructure on the Program Participant's property.
 - b. Acknowledges and agrees that Program Participant will convey to SCE all already-existing Make-Ready Infrastructure located on the property and that is owned by the Customer, as well as provide any necessary easements, as may be required by SCE on the Customers or third party property for SCE to install, access, and maintain the Make-Ready Infrastructure. Customer shall convey any such necessary Make Ready Infrastructure or easements to SCE, promptly and using SCE's standard conveyance and/or easement agreements, as applicable, found at https://www.sce.com/business/electric-cars/charge-ready-transport/charge-ready-transport-resources
 - c. Agrees to allow SCE to secure such access to the Make Ready Infrastructure located before SCE will energize any of the Make-Ready Infrastructure.
- j. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant) and SCE executes the Agreement. The Program Participant also acknowledges that reserved funding may be withdrawn and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement, including, but not limited to, failing to follow the EV Acquisition Plan or failing to construct and install the customer-side make-ready infrastructure, if Program Participant elects the Self-Installed Customer-Side Make-Ready.
- k. Agrees to comply with all requirements, including providing the required documentation in the established timelines, set forth in the Charge Ready Transport Program Handbook.



- Represents and warrants, to the best of Program Participant's knowledge after reasonable investigation, that the Site is free of hazardous contamination, other safety hazards, and other environmental or physical conditions impacting the ability to perform work on or at the Site.
- m. Represents and warrants that in the event that Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the Charging Equipment Rebate, would reimburse Program Participant for more than 100 percent of the cost of the Charging Equipment, SCE shall decrease the Charging Equipment Rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the cost of the Charging Equipment.
- n. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, in order for SCE to process any Rebate Payment. If the Program Participant does not qualify to receive any rebates under this program, these forms will not be required.
- o. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- p. Agrees to ensure state-licensed and insured general contractors and installers of any Self-Installed Customer-Side Make-Ready infrastructure are IBEW-signatory and EVITP certified.
- q. Represents and warrants that it has, or will, contract with a licensed Charging Equipment installer that meets all requirements of the Program.
- r. Agrees to participate in Customer Satisfaction Surveys following completion of the Project, upon request of SCE.
- s. Agrees to ensure information of newly installed and accessible to the general public Charging Equipment are registered with the US Department of Energy's Alternative Fuel Data Center (https://afdc.energy.gov/stations/#/analyze) and only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- t. Agrees to comply with all requirements included in the CPUC's Transportation Electrification Safety Requirements Checklist for customer-side make-ready infrastructure work.
- u. Agrees to report any charging equipment that is publicly-accessible to the US Department of Energy's EV Charging Station Locations mapping tool, accessible at: https://www.afdc.energy.gov/fuels/electricity locations.html#/find/nearest?fuel=ELEC.



9. SCE Obligations:

- a. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirem ents, will locate, design, and install the Infrastructure. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement, except as otherwise specifically set forth herein. Notwithstanding the foregoing, SCE is not responsible for any costs to remedy any environmental or safety conditions at the Site. To that end, before commencing any work, SCE may require the Program Participant to fully complete, to the best of its ability, an SCE questionnaire regarding the relevant condition and history of the Site; and SCE and/or its contractors shall have the right to visually inspect all of the Site. Based on the questionnaire and Site visual inspection and any other available information, SCE, in its reasonable discretion: (i) may decline to proceed with any further work at the Site; or (ii) may decline to proceed with any further work at the Site except with Program Participant's agreement to additional reasonable environmental and other review and investigation of the Site, at Program Participant's expense, and reasonable remediation or mitigation of any such identified environmental or safety conditions, at Program Participant's expense. If SCE at any time discovers any such environmental or safety conditions during the performance of work at the Site, then SCE in its reasonable discretion may decline to proceed with any further work at the Site, unless and until such conditions are remediated to SCE's reasonable satisfaction, at Program Participant's expense.
- b. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, as set forth in the Final Invoice and consistent with the Program Participant's contract with the Charging Equipment Supplier(s).
- c. SCE will pay the Make-Ready Rebate, if applicable, in accordance with the terms and conditions of this Agreement and the Customer-Side Make-Ready Infrastructure Installation Addendum.



10. Term and Termination:

- a. Term: The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement ("Term").
- b. Termination by SCE: SCE, in its sole discretion, may terminate this Agreement, if (1) the Program Participant fails to comply with any terms and conditions of this Agreement, including the Program Handbook, and does not cure such default within five (5) business days after receiving notice, or (2) SCE determines, in its sole discretion, that the costs of designing and installing the Infrastructure will exceed the maximum allowable costs for such Infrastructure pursuant to the CPUC's guidance (3) if any hazardous environmental conditions, safety, and/or security concerns exist. In the event of a safety or security concern, SCE may cease work under the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE's sole discretion, to cure such safety or security violation(s).
- c. Termination Costs: If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program for any reason, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement pursuant to Section 10.b.1 (Termination by SCE; Program Participant's Failure to Comply) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In Servic, Date of the Charging Equipment. SCE will invoice the Program Participant for such-costs, and Program Participant shall pay such invoice within 60 days of receipt.



11. Indemnification and Liability; No Representations or Warranties:

- a. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment or, if Program Participant chooses the "Self-Installed Customer-Side Make-Ready" option, the Customer-Side of the Meter Make Ready Infrastructure. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents ("SCE Parties"), arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, none of the SCE Parties shall be liable hereunder for any indirect, incidental, consequential, exemplary, reliance, punitive, lost profit or other business interruption damages, or special damages, including damages for loss of use, by statute, in tort or contract or otherwise.
- b. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall indemnify, defend, hold harmless and release SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this this Agreement; or (d) from any harm or cost, known or unknown, associated with any hazardous materials, conditions, or site contamination, including, but not limited to, harm to SCE personnel, third parties, or customer applicant's employees, contractors, agents, and assigns. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- c. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.



12. Miscellaneous:

- a. Applicability of Tariffs and Program Handbook and Precedence. This Agreement incorporates, by reference, the Program Handbook and any applicable SCE Tariff, including but not limited to SCE's Tariff Schedule CRTP. No provision of this Agreement is intended to contradict or supersede any applicable SCE Tariff, or applicable laws, each of which shall control in the event of an apparent contradiction with this Agreement, except that the applicant payment responsibilities set forth in Rules 15 and 16 (Distribution Line and Service Extensions) do not apply to the Program. Other applicable provisions of Rules 15 and 16 are not waived.
- b. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- c. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- d. This Agreement is subject to the jurisdiction of the California Public Utilities Commission (CPUC). This Agreement shall, at all times, be subject to such changes or modifications by the CPUC, as the CPUC may, from time to time, direct in the exercise of its jurisdiction.
- e. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.



This Agreement will be signed electronically. After the Program Participant has uploaded the completed Agreement to the Charge Ready Portal, SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing in the space below, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions outlined in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

13.	Does your organization own the property on which the site is located? ☑ Yes □ No
14.	Name of Property Owner Representative authorized to sign this Agreement (only required if your organization is not the property owner):
15.	Email address of Property Owner Representative authorized to sign this Agreement (only required if your organization is not the property owner):
16.	Are you the individual authorized to sign the Agreement? ☐ Yes ☑ No
17.	Authorized signer's email address:
18.	Name of Program Participant Representative: Andrea Delap
19.	Title of Program Participant Representative: Senior Management Analyst
20.	☐ I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.
21.	Date:

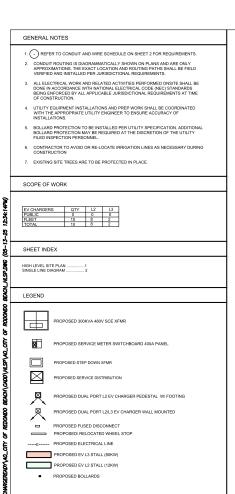
<u>AGREEMENT BY PROPERTY OWNER</u>

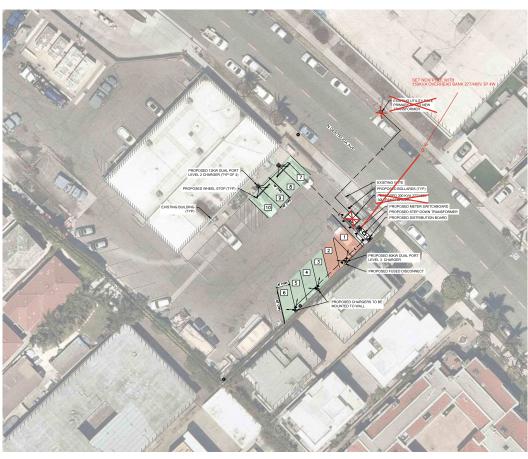
By signing in the space below, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Charge Ready Transport Program as described in this Agreement. You further agree to execute the Easement Agreement within 30 calendar days after Easement Agreement is provided by SCE.

22.	Name of Property Owner Representative:
23.	Title of Property Owner Representative:
24.	☐ I certify that I have authority to sign this Agreement on behalf of the Property Owner.
25.	Date:



APPROVAL BY SCE AND RESERVATION OF FUNDS 26. Name of SCE Representative: 27. Title of SCE Representative: 28. □ I certify that I have authority to sign this Agreement on behalf of SCE. 29. Reservation Approved Date:







877.706.6858 www.NV5.com

SUBMITTALS				
Revision:	Date:			
HLSP/SLD	05/13/25			

Project No.:	AO
Checked By:	MW
Designed By:	NL
Drawn By:	GG
Date:	05/13/25

Project Title

SCE ID: CRT-2024-0100 CITY OF REDONDO BEACH PUBLIC WORKS CITY YARD 531 N GERTRUDA AVE REDONDO BEACH, CA 90277

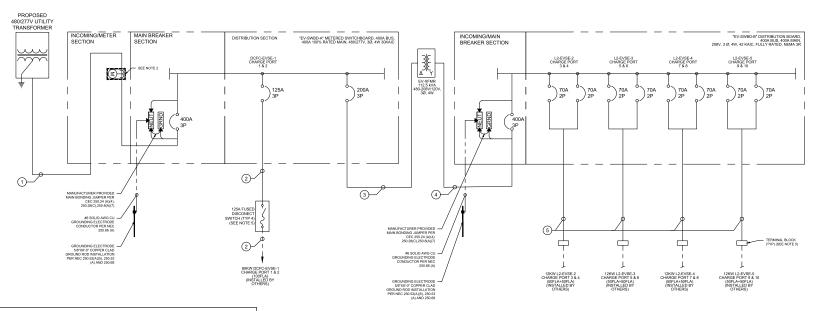
HIGH LEVEL SITE PLAN

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NOTES:

- 1. STANDARD RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CECCES REQUIREMENTS AT 12% CONTINUOUS LOAD, 100% RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC
- PROPOSED UTILITY CTS/PTS SHALL BE LOCATED WITHIN COMPARTMENTS APPROVED BY THE UTILITY AS SHOWN IN THIS DRAWING PACKAGE
- 3. THE METHODS CONTAINED IN CECNICE ARTICLE 280 SHALL BE FOLLOWED TO COMPLY WITH GROUNDING AND BONDING OF ELECTRICAL SYSTEMS AND NON-CURRENT CARRYING ONDICTIVE MATERIALS, ENCOSURES, OR TIESMS FORMING PART OF ANY SUCH EQUIPMENT THAT ENCLOSES OR CARRIES ELECTRICAL CONDUCTOR OR EQUIPMENT THAT IS LIKELY TO BECOME ENRORIZED, SEE CECKNEC 2014/A(II) THROUGH (5) FOR INTHER DESCRIPTION.
- WHERE TWO OR MORE GROUND RODS ARE TO BE INSTALLED, THE MINIMUM SEPARATION SHALL BE 6' PER CECINEC 250.53 (A)(2), AND (3) RESISTANCE OF ELECTRODES.
- CONTRACTOR TO INSTALL FUSED DISCONNECT & TERMINAL BLOCK PRIOR TO CUSTOMER EVSE CHARGING DISPENSER BEING INSTALLED IN SEPARATE PERMIT.



CONDUIT AND WIRING SCHEDULE					
	FROM	то	CONFIGURATION		
1	PROPOSED 480V UTILITY TRANSFORMER	PROPOSED 400A 480V METERED SWITCHBOARD	TBD (PER UTILITY DESIGN)		
2	PROPOSED 400A 480V METERED SWITCHBOARD	PROPOSED DUAL PORT 80KW DCFC	(3) #4 AWG CU (THWN-2) + (1) #8 AWG CU (THWN-2) EGC IN (1) 1 1/2" SCH 40 PVC		
3	PROPOSED 400A 480V METERED SWITCHBOARD	PROPOSED 112.5KVA 480-208 STEP DOWN TRANSFORMER	(3) 3/0 AWG CU (THWN-2) + (1) #6 AWG CU (THWN-2) EGC IN (1) 2" SCH 40 PVC		
4	PROPOSED 112.5KVA 480-208 STEP DOWN TRANSFORMER	PROPOSED 400A 208V DISTRIBUTION BOARD	(3) 3/0 AWG CU (THWN-2) + (1) 3/0 AWG CU (THWN-2) NEUT + (1) #4 AWG CU (THWN-2) SSBJ IN EACH OF (2) 2" SCH 40 PVC		
5	PROPOSED 400A 208V DISTRIBUTION BOARD	PROPOSED DUAL PORT 12KW LEVEL 2	(4) #3 AWG CU (THWN-2) + (2) #8 AWG CU (THWN-2) EGC IN (1) 1 1/2" SCH 40 PVC BELOW GRADE, RGS ABOVE GRADE		

NIVI5

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SUBMITTALS					
Revision:	Date:				
HLSP/SLD	05/13/25				
 -					

Project No.:	AO
Checked By:	RR
Designed By:	cc
Drawn By:	GG
Date:	05/13/25

Project T

SCE ID: CRT-2024-0100 CITY OF REDONDO BEACH PUBLIC WORKS CITY YARD 531 N GERTRUDA AVE REDONDO BEACH, CA 90277

Sheet Title

SINGLE LINE DIAGRAM

Sheet No.

2

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Southern California Edison Company (SCE) Easement Requirements for Participation in Charge Ready Programs

Attention:

As part of your participation in Charge Ready Programs through SCE, it is agreed that you will provide easement rights for the installation of SCE's EV distribution facilities located on your property. If you are a tenant of the property, the property owner must provide SCE easement rights in order for you to participate in Charge Ready Programs.

SCE is providing the standard EV easement document.

Please understand the EV easement document has been created to provide the necessary property rights needed for SCE's facilities. No changes, modifications or redlines to the language of the easement document will be accommodated.

Should you have questions about this easement, please send them to your SCE Account Manager or ChargeReadyTransport@sce.com.

It is SCE's expectation that once the EV easement document is provided to you, it will be executed and notarized and returned to SCE within 30 business days.

RECORDING REQUESTED BY



An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY 2 INNOVATION WAY, 2nd FLOOR POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No .:

GRANT OF
EASEMENT
Vehicle Charging Station

DISTRICT	SERVICE ORDER	SERIAL NO.	MAP SIZE
l vy	l vv		
AA	ΛΛ		
FIM XX	APPROVED:	BY	DATE
APN XX	VEGETATION & LAND MANAGEMENT	SLS/XX	XX
	XX	XX XX FIM XX APPROVED: APN XX VEGETATION & LAND	XX XX FIM XX APPROVED: BY VEGETATION & SLS/XX LAND SLS/XX

(hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a
corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use,
maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and
underground electrical supply systems and internal communication systems for SCE's sole use (hereinafter referred to as
"systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes,
and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or
useful for distributing electrical energy and for transmitting intelligence by electrical means, solely for the purpose of providing
electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the City
of, County of, State of California, described as follows:

LEGAL DESCRIPTION

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given an easement over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this easement on terms reasonably acceptable to Grantor and Grantee.

To the extent Grantor removes the vehicle charging stations, and such removal is not part of a relocation, Grantor may, upon sixty (60) days written notice, terminate this easement and Grantee shall execute a quitclaim on a mutually acceptable form. However, in no event will the vehicle charging stations be removed for a period of ten (10) years from the date of execution below. Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this easement on terms reasonably acceptable to Grantee and Grantor.

EXECUTED this day of	, 20
	GRANTOR
	GRANTOR
	By
	Name
	Title
A Notary Public or other officer completing this certificate verifies or to which this certificate is attached, and not the truthfulness, accuracy,	
State of California)	
County of)	
Onbefore me,	, a Notary Public, personally appeared
	, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscr he/she/they executed the same in his/her/their authorized capacity(ies) person(s), or the entity upon behalf of which the person(s) acted, exec	ibed to the within instrument and acknowledged to me that and, and that by his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of the St correct.	ate of California that the foregoing paragraph is true and
WITNESS my hand and official seal.	
Signature (Seal)	

<u>Charge Ready Programs – Frequently Asked Easement Questions</u>

- 1. Why do I have to sign an easement agreement and what does that mean? Does it interfere with any ownership rights of the property? An easement gives Southern California Edison the right to install and maintain the required electrical infrastructure to power the EV chargers.
- 2. What is the size of the easement? **SCE's easements are designed to accommodate the area within** which our systems are installed and to facilitate reasonable access to these systems for maintenance and repair.
- 3. Is this easement in perpetuity? Yes. However, if the customer requests to cancel participation in the program, they may request removal of SCE owned equipment and petition SCE to quitclaim and release the easement.
- **4.** Can a customer redline the easement agreement? Is it a fixed agreement or is there flexibility to make edits? **The easement is a condition of service and is generally not negotiable.**
- 5. Is the easement necessary to participate in a Charge Ready program? In most cases where new SCE infrastructure will be installed on a customer's property, SCE will need to acquire an easement.
- 6. Will an easement make it more difficult or complex to sell the property? **Most properties are** already subject to various easements to provide for the installation and maintenance of utilities.
- 7. Is the easement transferrable, and how do I notify SCE to remove my name and replace it with the new owner name in the case of a sale? The easement runs with the property regardless of any property sale/transfer. Owner takes the property subject to the easement.
- 8. If a customer cannot do an easement, what other options are available to participate in Charge Ready programs? If the property owner is precluded from granting an easement, the owner may provide a comprehensive explanation and an alternative method by which real property rights for the required infrastructure may be provided which will be elevated to SCE's counsel for review.
- 9. Does easement allow SCE to enter buildings? Not typically but SCE shall have free access/maintenance/operational capabilities of the electrical infrastructure which may include access to adjacent out buildings/structures where electrical infrastructure is contained. (i.e. Parking structures and/or site electrical maintenance buildings).
- 10. If my business expands, am I allowed to build over (or under) SCE's easement? Is it allowable, and could I do it without interfering with SCE's equipment? No permanent building structures are allowed. Certain structures are allowed within the easement area as long as it does not interfere with SCE's free access/maintenance/operational capabilities of the electrical infrastructure and will require plan review.
- 11. Does this provide SCE the right to build a fence or a gate on my property? **Depends on the** circumstances but EV infrastructure typically doesn't require fencing or gates. If a customer plans to install fencing in the easement area, the plans should be reviewed by SCE prior to construction.
- 12. If I choose to install additional chargers, will the easement need to be updated or will a new easement be required? Final Design would determine easement requirements. Only if the new EV infrastructure requires new area outside of the existing easement.

SH 6/3/2021



CHARGE READY TRANSPORT PROGRAM HANDBOOK

Clean Energy to Fuel Southern California's Medium-and Heavy-Duty Fleets

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Disclaimer: This Handbook is intended for the convenience of the Program Participant. If there are any conflicts between this Handbook and any of the Program documents, including the CRTP Tariff, the Agreement or Quick Reference Guide, the terms of the relevant Program Document will govern.



PROGRAM OVERVIEW

SCE's Medium- and Heavy-Duty Vehicle Charging Infrastructure Program was approved by the California Public Utilities Commission (CPUC) on May 31, 2018.¹ The Program, also referred to as the Charge Ready Transport (or CR Transport) Program provides no-cost Electric Vehicle (EV) charging infrastructure and installation services to eligible SCE Customers acquiring medium- and heavy-duty vehicles, or non-road EVs for fleet applications.

The Charge Ready Transport Program supports both California's greenhouse gas (GHG)-reduction goal and local air-quality requirements The Program assists customers with transitioning to cleaner fuels. by reducing their cost for the purchase and installation of required charging infrastructure, as well as providing rebates to offset the cost of charging stations for certain eligible participants. SCE has an important role to play in all market segments within its service territory. Because the medium- and heavy-duty, and non-road transportation segments are in various stages of technological development and market maturity, the Program is designed to help address some of the existing barriers to increased adoption in these segments.

Level of Funding and Program Duration

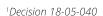
The five-year Program has authorized funding of \$342.6 million, which does not include an additional funding amount allocated for Program evaluation.

The budget will be allocated in accordance with the CPUC's direction as follows:

- A minimum 15 percent to serve transit agencies;
- A minimum 25 percent to serve ports and warehouses;
- A maximum 10 percent to serve forklifts;
- A maximum 10 percent allocated for program management; and
- A minimum 40 percent to serve sites in disadvantaged communities (DACs) or transit agency sites not in DACs.

Program Goals

The primary goals of the Program include accelerating transportation electrification within the medium- and heavy-duty, and non-road vehicle segments. The Program will strive to achieve 870 site-specific EV charging infrastructure projects by 2024, supporting a population growth of 8,490 EVs. This translates to an average of about 10 EVs per project site.





How the Program Works

The CR Transport Program provides the infrastructure to support the installation of EV charging equipment at no cost to the Program Participant (also referred to as the "Participant").² This presents a unique opportunity for those fleet operators that choose to acquire EVs because the infrastructure required to support the installation of EV charging equipment typically represents a sizable investment.

Through this Program, SCE will design, construct and install the necessary infrastructure on both the <u>utility-side</u> and <u>customer-side</u> of the electric meter. Participants are, however, responsible for the selection, purchase and installation of the EV charging equipment.

In addition to receiving the necessary infrastructure to support EV charging equipment, this Program also provides two additional rebate options. The Charging Equipment Rebate is offered to eligible Participants in order to offset a portion of the costs associated with the purchase of the charging equipment.

The <u>Charging Equipment Rebate</u> is only available to Participants that will be acquiring and operating School Buses or Transit Buses anywhere in SCE's service territory, and to Participants who install charging equipment at a project site that is located in a

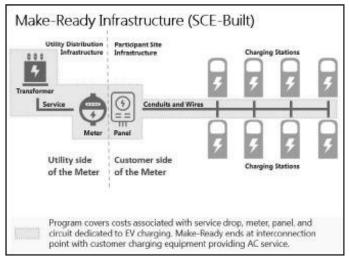
designated Disadvantaged Community (DAC) where the Participant is <u>NOT</u> listed as a Fortune 1000 company.³ In all cases, to be eligible for the Charging Equipment Rebate, charging equipment must be selected from SCE's Approved Product List.

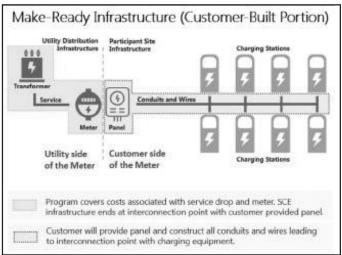
The second rebate option offered through this program is referred to as the **Make-Ready Rebate**. This rebate option is available to any Participant who chooses to design, procure and install the customer side of the meter infrastructure work. The Make-Ready Rebate is intended to offset up to 80 percent of the costs that SCE would otherwise incur for performing the work. Every Participant will have the choice to perform this work themselves and receive the rebate, or to have SCE perform the work at no cost to the Participant.

Figure 1 describes the three segments of infrastructure work associated with the CR Transport Program.

As illustrated in *Figure 1*, the <u>utility side of the meter</u> infrastructure work includes all infrastructure from SCE's distribution system to a new circuit panel that will be installed to support EV charging. This segment of work is also referred to as the utility-side make-ready. SCE will <u>always</u> be responsible for designing, procuring, installing and maintaining the necessary infrastructure located on the utility side of the meter.

Figure 1 - CR Transport Program - Infrastructure Delineation





²All work and facilities necessary for participation in this Program, as determined by SCE, in SCE's sole discretion and in accordance with its applicable tariffs and design standards, including utility distribution Infrastructure (e.g., any new transformers, services, and meters) and Infrastructure installed by SCE on the Participant's side of the meter (e.g., any new panels, stepdown transformers, conduits, wires, connectors, and any other hardware installed as part of this Program), excluding the purchase and installation of the actual EV charging equipment.

³The fortune 1000 list is produced annually and includes the 1000 largest companies measured by revenue, compiled and published by Fortune Magazine.



Included with the utility side infrastructure work, SCE will set an interval data recording (IDR) meter to capture EV charging equipment consumption data. The meter will track usage in 15 minute increments, and may also be used for billing purposes.

The next segment of work involves the infrastructure to be located on the <u>customer side of the meter</u>. This work includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant's EV charging equipment. All Participants will have the <u>option</u> to have SCE perform the customer-side infrastructure work (also referred to as the customer-side make-ready) at no cost to the Participant, or alternatively, may choose to design, procure, install and maintain the customer-side make-ready infrastructure

themselves. If Participants choose to perform this work, they will be eligible for the Make-Ready Rebate.

The last segment of work includes the actual installation of <u>EV charging equipment</u>. Participants will <u>always</u> be responsible for selecting, procuring and installing the EV charging equipment. If the equipment selected is listed on SCE's Approved Product List (APL) and the Participant meets the Charging Equipment Rebate eligibility requirements set forth above, the Participant will receive the Charging Equipment Rebate.

SCE will work closely with Participants to help inform their decision-making and provide guidance throughout the complex infrastructure selection and deployment process while attempting to meet their operational needs balanced with managing potential grid impacts.



PROGRAM OBJECTIVES

SCE developed the CR Transport Program to help California achieve its climate goals by reducing greenhouse gas (GHG) emissions while providing clean air and other benefits to the communities it serves.

Additional Program objectives include:

- Accelerating widespread EV adoption in segments beyond light-duty vehicle classes;
- Helping to address key cost and complexity barriers associated with the acquisition and installation of charging infrastructure to support the growth of commercial (non-light-duty) EVs including mediumand heavy-duty, and non-road vehicles used in goods and people movement;
- Facilitating the ability to collaborate with stakeholders from the private, non-profit, and public sectors that will provide expertise and funding for vehicles and equipment;
- Seeking to enhance third-party business models so that other market participants can successfully play a long-term role;

- Prioritizing deployment of infrastructure in lowincome and disadvantaged communities;
- Helping Participants evaluate their charging equipment options and needs when expanding their fleets and/or site infrastructure to include Plug-in EVs and Transport Refrigeration Units (TRUs);
- Achieving the site and vehicle acquisition goals set forth by the CPUC.⁴



⁴D.18-05-040, Appendix C.





PROGRAM ELIGIBILITY

To be eligible for participation in the CR Transport Program, non-residential SCE Customers are required to own, lease, manage, or be the customer of record for the charging site where the equipment is to be installed. Applicants, if not the owner of the site at which the charging equipment is to be installed, are required to obtain consent from the property owner to install the equipment and agreement that the property owner will grant any required easements. All project sites must be located within SCE's service territory.

In order to participate in the Program, Applicants are required to complete an on-line enrollment Application. Applicants that have previously participated in another Transportation Electrification Program offered by SCE are still eligible to participate in this Program.

Participants will be required to procure or convert at least two (2) electric on-road or non-road vehicles to participate in the Program.⁵ Conversion of existing vehicles may include, for example, converting or retrofitting from gasoline- or diesel-powered vehicles to plug-in battery electric.

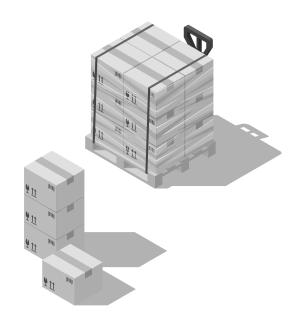
Participants will also be required to procure and install all vehicle charging equipment. Participants will be required to purchase equipment that complies with certain industry standards, as established by SCE, in SCE's sole discretion, as reflected on SCE's APL, or otherwise approved by SCE for installation under this Program. Use of non-standard charging equipment that is not listed on the APL will only be allowed with SCE's approval, but will NOT be eligible to receive the Charging Equipment Rebate.

SCE will review each Application received, and will determine participation eligibility based on a number of factors, including but not limited to:

- The number and timing of EVs to be acquired or converted;
- · The size of the Applicant's existing fleet;

- The number of projects approved for a similar fleet sector;
- · Applicant's existing or planned on-site load management technologies (such as solar, battery storage, and vehicle-to-grid technologies, etc.);
- The overall complexity and cost of the project;
- · Financial viability of the Applicant; and
- The level of remaining Program funds.⁶

If the project is accepted for participation in the Program, SCE will present the Applicant with a Program Participation Agreement. This Agreement must be fully executed before SCE will reserve any Program funds.



⁵Although a participant must acquire or convert a minimum of two (2) EVs to participate in the Program, the CPUC has set a goal and corresponding budget that reflects an average of 10 vehicles per site. Thus, Applicants that propose to acquire or convert a larger number of EVs may receive priority over those that propose to acquire or convert fewer EVs.

⁶As established by available Program budget and vehicle sector allocations determined by SCE.





QUALIFYING ELECTRIC VEHICLES

SCE's CR Transport Program provides EV charging infrastructure to support various plug-in EVs and transport equipment across multiple end-use sectors for sites located throughout SCE's service territory.

Eligible vehicle and transport equipment types are classified into nine (9) sectors supporting both on-road and non-road applications.

These include:

- · Medium-duty vehicles;
- · Heavy-duty vehicles;
- · Transit buses;
- · School buses;
- · Forklifts;
- · Airport ground support equipment;
- · Port cargo trucks;

- Transport Refrigeration Units (TRUs); and
- Truck stop electrification.

Program eligible vehicles:

- Any commercial plug-in EV approved by SCE for use in any of the sectors outlined above
- On-road vehicles with a gross vehicle weight exceeding 6,000 pounds (class 2 - 8)
- Non-road vehicles (no specific weight class applies)

Participants will be required to lease, purchase or convert at least two vehicles to electric in order to be considered for participation in the Program.⁷



QUALIFYING EV CHARGING EQUIPMENT

EV Charging Equipment interconnects the electricity grid at a charging site to an EV, whether using alternating current (AC) or direct current (DC). Only Level 2 and DC Fast Charging (DCFC) equipment are eligible for installation under this Program. Level 1 charging equipment (typically delivered at 120 volts) is not supported under this Program. SCE will provide assistance to all Participants to help them evaluate their charging equipment needs and available options.

All EV charging equipment for <u>on-road EVs</u> procured by the Participant must have charging-port-level networked common communication capabilities through Wi-Fi or cellular and be capable of responding to price signals, and the recording of interval usage energy consumption data. Participants installing EV charging equipment that will be used to fuel <u>on-road vehicles</u> are required to contract with an EV charging network

⁷Conversion of existing vehicles may include, for example, converting or retrofitting from fossil-fueled vehicles to plug-in battery electric.



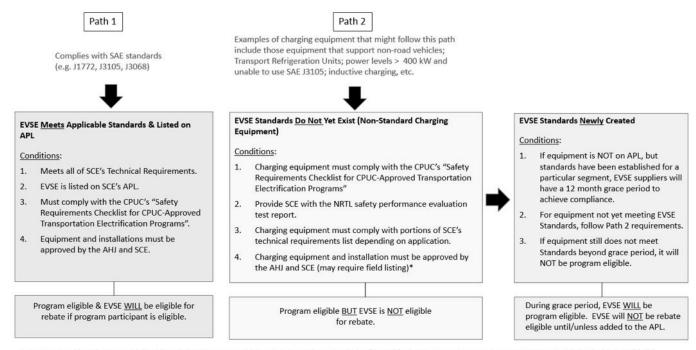
provider to establish network communications with each charging port and maintain those communications for five (5) years from the in-service date of the charging equipment. Participants are required to pay any related costs or fees resulting from such services, for the full duration the contracted services.

Participants, or their Network Services Provider, at the Participants' direction, are also required to provide SCE with usage and other related data associated with the charging equipment. The required information must be electronically transmitted to SCE on a monthly basis in the prescribed format.8 Aggregated data (not attributable to any specific Participant) will be made publicly available as part of SCE's reporting to the CPUC and various industry stakeholders and will be used to identify load management opportunities and enhance potential vehicle-to-grid integration opportunities for future utility initiatives.

All Program-eligible EV charging equipment must comply with certain standards and safety requirements, and comply with SCE's Charging Equipment Technical Requirements.9 SCE has developed and will have available an APL to help Participants select Program eligible equipment.¹⁰ If the equipment selected by a Participant is not listed on the APL, SCE will work with the Participant to determine if the equipment can otherwise be approved for use under this Program.

The Charging equipment selected by a Participant will follow one of two paths. The first path (Path 1) denotes equipment selection from SCE's APL. The second path (Path 2) denotes the selection of charging equipment that is not listed on SCE's APL. Path 2 is only available where there is no existing standard because industry standards have not yet been established. An example of charging equipment that might follow Path 2 includes many that support the fueling of non-road vehicles. These two different Paths are delineated in Figure 2, which further describes the requirements for each. Figure 3 relates to Figure 2, and attempts to help further define Program and rebate eligibility.

Figure 2: EV Charging Equipment Program Participation Eligibility Requirements



^{*}Any proposed installations with liquid cooled cables or very high power (>150 kW) should be flagged for inspection. SCE may also need to ensure: (a) the listing is valid, (b) the connector assemblies installed are the corrected versions.

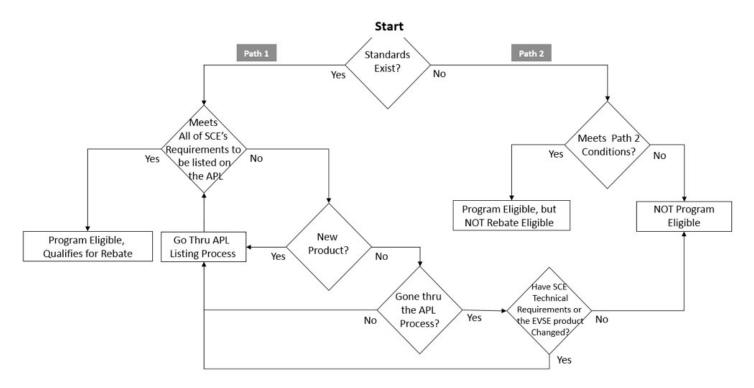
¹⁰SCE does not provide any expressed, implied or prospective warranty, including any warranty of merchantability or fitness for any particular use or application, of any EV charging equipment. The APL can be found in the Appendix of this Handbook. SCE reserves the right to modify the list at any time.



For reporting requirements refer to the "Charging Equipment Usage Data Monthly Report" instructions located in the Appendix of this Handbook. A sample report template is also provided.

⁹Technical requirements for both "standard" and "non-standard" equipment are included in the Appendix of this Handbook.

Figure 3: Decision Tree for EV Charging Equipment



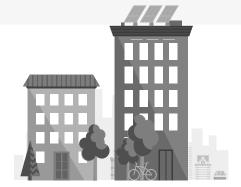


RATE PLAN OPTIONS

Participants will be required to select a Time-of-Use (TOU) rate plan for the meter serving the EV charging equipment. All EV charging is required to be served on an applicable General Service (GS) TOU rate plan, or a EV TOU rate plan for the full ten (10)-year term of service. Several TOU rate plan options are available, and selecting the right plan for your fleet operations can best be accomplished by working with an SCE account representative.

The TOU rate plans available to a Participant vary, and will depend on several factors, all of which your assigned account representative can help to evaluate.

The suite of currently available EV TOU rate plans can be found online.11 Participation in a Demand Response program is NOT a condition of participating in the CR Transport Program.



¹¹Rate plan options can be found at: www.SCE.com > Regulatory > SCE Tariff Books > Rates and Pricing Choices > General Service/Industrial Rates >.



PROGRAM ACTIVITIES

A detailed activity flow chart is provided in *Figure 4,* which outlines the 25 process steps from the initial starting point of submitting a Program application through the routine operation and maintenance of the EV charging equipment. Each step in the process is more fully described in this section of the Handbook.

Figure 4: Program Design – Activity Flow Chart

	PHASE A		PHASE B		PHASE C
	Request Funding <i>Applicant determines</i>		Reserve Funding 2 - 3 months	Pre	e-Construction Commitments 45 days
1	Program Enrollment Application	3	Application Screening & Prioritization	7	Proof of Electric Vehicle Acquisition
2	EV Aquisition Plans	4	Project Site Evalution	8	Proof of Charging Equipment Acquisition
	Optional participant program	5	Conceptual Infrastructure Design	9	Rebate Assignment
	cost prior to this point	6	Program Participation Agreement		

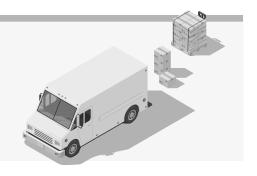
	PHASE D	OR		PHASE D		PHASE E		PHASE F	
SCE Builds Infrastructure 6 - 9 months			Customer Builds Make-Ready 6 - 9 months			Issue Rebates 1 month		Verify Compliance 10 years	
10	SCE Performs Detailed Site Design Work		15	Participant Performs Detailed Site Design Work	20	Charging Equipment Installation Verification	23	Completion of Planned EV Acquisitions	
11	Grant Final Easement		16	Grant Final Easement			Н	Compliance with F.Vr	
12	SCE Requests & Secures Permits		17	Participant Requests & Secures Permits	21	Review Documentation & Issue Rebates	24	Compliance with 5-Yr Port Level Data Sharing Commitment	
13	Construct Infrastructure		18	Construct Make-Ready Infrastructure		Complete Program	П	Compliance with 10-Yr	
14	Participant Installs Charging Equipment		19	Participant Installs Charging Equipment	22	Surveys	25	Operation of Charging Equipment	

	LEGEND
1	Program Participant
1	SCE

PHASE A

Funding Request

A. FUNDING REQUEST



Eligible customers can apply to participate in the CR Transport Program by submitting a Program Enrollment Application which includes a vehicle acquisition plan. These documents are further described below:

1. Program Enrollment Application

Eligible customers that wish to participate in the Program are required to submit a completed on-line Program Enrollment Application, which is located on the Charge Ready Transport Enrollment Portal.¹²

In order for a customer to be eligible to participate in this Program, they must agree to procure or convert at least two (2) fleet vehicles to EVs; however, Applicants that propose to convert or acquire a greater number of EVs will receive preference. Applicants will also be required to select charging equipment that meets certain industry standards and safety requirements.

The application process will include gathering information about the Applicant's EV acquisition forecast and related charging equipment plans.

The Applicant will be required to provide a site plan with the Application. The site plan should include the proposed location of the EV charging equipment. General guidelines for selecting the location for the charging equipment include:

- Select a location in <u>close proximity to the electric</u> <u>facilities</u> currently serving the site (this can help to lower infrastructure installation costs);
- Determine a convenient location for vehicle <u>parking</u> <u>while they will be charging</u> (for both short and long dwell times);
- Consider <u>how vehicles move through the site</u>, and how to prevent the charging location from impeding through-traffic;

- Consider locations where <u>adequate parking exists</u> to serve the number of vehicles that will be routinely charged;
- Consider any labor restrictions that may prevent drivers from backing up vehicles, will a <u>drive-through</u> <u>type configuration</u> be required;
- Consider vehicle <u>charging needs beyond the initial</u> <u>deployment</u>, what future growth and expansion might be taken into account;
- Consider the type of charging equipment that will be used, the charging port to vehicle ratios, and desired parking configurations surrounding the charging stations. Will they be laid out in a radial fashion, be laid-out in rows, or other configurations;
- Consider the configuration of charging stations themselves. Will they be overhead systems, conventional pedestal mounted; wall mounted; in-ground; etc.;
- For DCFC installations, <u>consider proximity of</u> <u>charging ports</u> to the Power Conversion Units (PCU).

Following completion of the Enrollment Application, Applicants will be required to upload additional documents at the Charge Ready Transport Enrollment Portal, including:

- A site plan annotated with the desired location of the charging equipment and vehicle parking configuration(s);
- 2.A copy of the civil plan (requested, but not required).

SCE will evaluate all applications received and determine initial eligibility for Program participation. Applications will be accepted until SCE closes the Program due to funds being fully subscribed or exhausted, or for any other reason, in SCE's sole discretion.

¹²The Charge Ready Transport Enrollment Portal is located at <u>www.sce.com/chargereadytransport</u>



2. EV Acquisition Plans

The Applicant's EV acquisition plans will be captured in the Application and are intended to reflect the Applicant's actual procurement plans (timing and volume) for EVs over a ten (10)-year period. The EV acquisition plan should be completed to the best of the Applicant's ability at time of application. Applicants should ensure their EV acquisition plans include a minimum of two EVs to be on-site within 18 months. SCE will leverage the information provided in the plan and work directly with the Applicant in determining what infrastructure may be needed, balanced by the level of infrastructure that can be supported through the Program given the quantity and timing of vehicles to be procured. SCE's goal is to design and install an appropriate amount of infrastructure (neither under nor overbuilt) that will be both used and useful during

its installed life. In order to accomplish this goal, the EV acquisition plan needs to accurately reflect the number of EVs the Applicant plans to acquire.

The more EVs the Applicant proposes to acquire or convert, in both the near and medium term, the greater priority the application will be given.

Projects encompassing Truck Stop Electrification (TSE) or providing infrastructure for Transport Refrigeration Units (TRU's) do NOT need to submit a vehicle acquisition plan, but are required to:

1. Along with a completing the program application, complete and upload the "TRU and TSE Worksheet" to the Charge Ready Transport Enrollment Portal.¹³

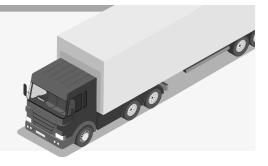
¹³The TRU and TSE Worksheet is included in the Appendix of this Handbook.



PHASE B

Funding Reservation

B. FUNDING RESERVATION



Program funds will be reserved for each approved project following the completion of the following activities (Steps 3-6).

3. Application Screening and Prioritization

After receiving a completed Enrollment Application, SCE will screen and prioritize each application.

SCE will review each received application, and based on a number of factors, including but not limited to, the number and timing of vehicles to be acquired, the financial viability of the Program Applicant, the size of the existing vehicle fleet, overall complexity and cost of the project, existing or planned on-site load management technologies (such as solar, battery storage, or vehicle-to-grid, etc.), and the remaining Program funds. ¹⁴ These factors and others will all be used to prioritize and determine if the project will be accepted for further consideration.

If SCE determines the project will move forward to the next step, based on the information provided in the application, SCE will schedule a site visit in order evaluate the site, discuss the project with the Applicant and develop a conceptual infrastructure design (conceptual design).

4. Project Site Evaluation

Applicants may be requested to participate in the site evaluation activity. SCE will request that someone familiar with the site, the vehicles, and the proposed project, typically the Facility Manager or Yard Manager, participate during the site visit.

If the Applicant has already decided which charging equipment it plans to purchase, the Applicant should email a copy of the charging equipment product specification sheet(s) to SCE at <u>TEPMChargeReadyTransport@sce.com</u>¹⁵, in advance of the scheduled meeting. SCE also recommends that the Applicant's charging equipment supplier attend the site assessment if possible.

SCE's team will leverage the site plans, sketches, and drawings provided by the Applicant to perform additional planning and design activities. The SCE team is typically comprised of a T&D infrastructure Project Manager, an engineer from one of SCE's design firms that performs the customer-side make-ready design work, and a SCE field inspector that is able to assess and evaluate the existing distribution facilities that are at or near the site.

During the visit, the SCE team will lay the groundwork for developing a conceptual infrastructure design. This includes identifying where SCE will bring in power; where the charging equipment will be located; visually laying out the foot print of the planned location for equipment; looking at and evaluating the area where the vehicles are going to charge; and developing a physical infrastructure layout. SCE will also evaluate the existing distribution infrastructure and the site's existing service connection; assess the possible integration opportunities with on-site or planned distributed energy resources (i.e., solar, battery storage, etc.). If feasible, SCE will use the site's existing service connection to reduce costs. Regardless of whether SCE can use the existing service connection or the site requires a new service connection, SCE will install a separate meter for the new EV load at each participating site.

During the site visit, SCE representatives may determine that the Applicant's proposed location for the installation of infrastructure would be more costly than other alternatives identified by SCE. The Applicant and SCE will discuss in good faith appropriate alternate locations for a more cost-effective installation.

¹⁵Please include your application number in the subject line, e.g. CRT-2019-xxxx, followed by "STEP 4").



¹⁴As established by available budget and vehicle sector allocations authorized by the CPUC and further delineated by SCE.

5. Conceptual Infrastructure Design

The conceptual design will be completed after SCE performs the initial site assessment and determines that the project may move forward for final consideration.

SCE will utilize the information collected during the site visit (photographs, sketches, measurements, notes, and any additional information that may have been provided by the Applicant or its representative), combined with additional off-site due diligence activities (i.e., engaging the local AHJ regarding permitting requirements, ensuring there are no environmental issues associated with the construction area, etc.) in order to draft the initial Design for the project.

SCE will also prepare high-level cost estimates for the utility-side and customer-side infrastructure, engineering, design and permitting. This cost estimate will then be reviewed to ensure it meets Program cost thresholds.

If the proposed project meets Program criteria and cost thresholds, SCE will provide the Design exhibit to the Applicant for approval. The Applicant will be requested to accept and approve the Design within ten (10) calendar days of receipt. If the Applicant does not approve the design, the Applicant must work with SCE to reach agreement on alternate potential lay-out or withdraw its application.

Applicants are also responsible for notifying SCE of any other infrastructure projects that are planned or underway at the site. Any infrastructure projects could potentially impact the designs provided by SCE. If the Applicant is not the site owner, the Applicant will need to communicate with the site owner to verify and share the information with SCE.

At this stage, the Applicant must decide if it will elect to design, build, and install the customer-side makeready Infrastructure or have SCE perform the work. Applicants should also review the sample "Grant Easement" document to better understand how the project easement document(s) will be structured. If the Applicant is not the site owner, the Applicant should share the sample Grant Easement¹⁶ with the owner.

6. Program Participation Agreement

Following the Applicant's approval of the conceptual designs provided by SCE, and SCE's decision to approve the project, the Applicant will be presented with a Program Participation Agreement (Agreement).

Before executing the Agreement, the Applicant must affirmatively commit to and communicate the specific charging equipment that will be purchased and installed, as well as to a final proposed vehicle acquisition plan. SCE will include these elements in the Agreement for the Applicant's final review and signature. Applicant must also notify SCE of any change in the volume or timing of planned EV acquisitions.

The Applicant may choose to withdraw its application, or cancel any further participation in this Program upon providing notice to SCE at any time prior to submission of a signed Agreement. Once an Agreement is signed by the Applicant, and executed by SCE, Program funds will be reserved and the Program Applicant's status moves to Participant.

Within forty-five (45) calendar days of the date funds are reserved for the project, Participants are required to provide the following:

- 1.Documented proof of procurement of at least two new EVs that will be onsite within 18 months, or proof that the Participant has converted at least two fossil-fueled vehicles to EVs.¹⁷ Vehicle procured or converted after January 20, 2017 (the date SCE filed its request to implement the MDHD Program), but prior to May 2019, will be evaluated on a case-by-case basis, and depending on the specific circumstances surrounding those EV acquisitions, a determination will be made by SCE regarding Program applicability.
- 2. Proof of procurement of ALL vehicle charging equipment designated for the project.
- 3.A completed "Rebate Assignment Form," where applicable. This form is used to capture the information necessary for SCE to process and remit applicable rebate payments.

Participants may be granted an extension beyond the forty-five (45) day window at SCE's sole discretion.

¹⁷With the exception of projects related to Truck Stop Electrification and infrastructure to support Transport Refrigeration Units, where proof of vehicle procurement is not required. Further details about the required documentation are included in Step 7.



¹⁶A sample Grant Easement is included in the Appendix of this Handbook.

Participants will be bound to the contractual obligations specified in the Agreement once executed. Deviation from these obligations may lead to cancelation of participation and trigger activities leading up to, and including, SCE's pursuit of direct reimbursement of certain Program related expenditures. If the Participant fails to comply with the terms and conditions set forth in the Agreement, SCE may terminate participation in the Program by sending the Participant a notice of default. If the issues specified in the notice remain uncured for five (5) business days from the Participant's receipt (except for safety or security violations, in which case, SCE may terminate the agreement immediately and take all actions, including, but not limited to, disconnecting the vehicle charging equipment), SCE may terminate the Agreement and Participant's continued participation in the Program. Such cancellation may result in the Participant owing SCE reimbursement for Programrelated expenditures, as set forth in the Agreement.

SCE may seek reimbursement of certain costs if the Agreement terminates, due to Participant's actions

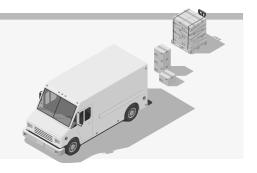
or inactions, prior to the end of the 10-year Term of Service. For example, Participant is liable for SCE's costs if the Participant, after executing the Agreement (1) elects to terminate its participation in this Program, or (2) SCE terminates the Agreement because of Participant's noncompliance with the Program requirements (as described above) or other material breach of the Agreement. Under these conditions, the Participant will be responsible for reimbursing costs incurred by SCE in connection with deploying the Infrastructure at the participating charging site on a prorated basis (over the 10-year Term of Service), including any Rebate Payment(s) (if already paid), within 60 days from the termination date.

Participants may not assign the Agreement without prior written consent from SCE. If SCE grants consent, the Participant's successor in interest will be required to assume all rights and obligations of the Agreement for the remaining duration of participation commitment. Any assignment and assumption relating to transfer of interests shall be in a form acceptable to SCE.

PHASE C

Pre-Construction Commitments

C. PRE-CONSTRUCTION COMMITMENTS



The following outlines key activities to be completed by a Participant following the execution of the Agreement (steps 7-9).

7. Proof of Electric Vehicle Acquisition

Within forty-five (45) calendar days of the date funds are reserved for the project, the Participant will be required to provide proof of lease, purchase or conversion of a minimum of two EVs.¹⁸ All documents should be scanned and uploaded to the Charge Ready Transport Enrollment Portal.¹⁹ Proof of acquisition can be satisfied by providing a scanned copy of the itemized purchase or lease agreements. The purchase or lease agreement(s) must include:

- · Execution Date:
- · Lease term (if leased);
- · EV dealer(s) name and address;
- Model numbers and quantity of EVs purchased, leased or converted;
- Payment status (paid or payment terms);
- Expected vehicle delivery date (two of which must be within 18 months);
- Payment status (paid or payment terms).

8. Proof of Charging Equipment Acquisition

Within forty-five (45) calendar days of the date funds are reserved for the project, Participants will be required to provide proof of purchase for ALL vehicle charging equipment designated for the Project. The Participant may request a limited extension of this procurement period by submitting an extension request in writing prior to the expiration of the initial 45 day period. SCE

may, at its discretion, extend a Funding Reservation beyond the initial 45 days, if, in SCE's sole judgment, the Participant is actively seeking to complete procurement of the charging equipment.

Participant's required activities to complete this step include submission of all required documents scanned and uploaded to the Charge Ready Transport Enrollment Portal. Required documentation includes:

- 1.Submission of a copy of the purchase order, paid invoice, or sales receipt for charging equipment (separately listed purchase price for the charging equipment from any installation costs). The receipt should include the purchase date, the make, model and serial #'s of the charging equipment, expected delivery date and individual unit pricing;
- Submission of a copy of the Network Service
 Agreement, which is required if any of the to-beinstalled charging stations will be used to fuel
 on-road electric vehicles;
- For non-standard charging equipment, submission of a copy of a Nationally Recognized Testing Labs (NRTL) Safety Performance Evaluation Test Report; and
- 4. For non-standard equipment, submission of a signed copy of the "Technical Standards for Nonstandard Charging Equipment".

9. Rebate Assignment

Within forty-five (45) calendar days of the date funds are reserved for the project, <u>rebate-eligible Participants</u> are required to complete the on-line Rebate Assignment Form and upload copies of the IRS form W9, and

¹⁹Related documentation can be uploaded to the Charge Ready Transport Enrollment Portal at <u>www.sce.com/chargereadytransport</u>



¹⁸Projects involving TRU or TSE will not require a vehicle acquisition plan, but instead are required to submit a completed "TRU and TSE Worksheet". The worksheet can be accessed from the Charge Ready Transport Enrollment Portal.

if applicable, the CA 590 to the Charge Ready Transport Enrollment Portal. The Rebate Assignment form and tax forms are used to collect the necessary information in order for SCE to process and remit the rebate payments.

Once rebates are processed, a single rebate check will be issued. If the Participant qualifies for the Charging Equipment Rebate and the Make-Ready Rebate, a single check will be made out and issued to the Participant without the ability for the Participant to designate an alternate recipient. If the Participant is to only receive the Charging Equipment Rebate, the Participant will have the option to assign an alternate (eligible) payee.²⁰

Rebate-eligible Participants are required to:

- 1. Complete the on-line Rebate Assignment Form;
- 2. Upload a copy of a completed and signed copy of IRS Form W-9; and
- 3.If applicable, upload a completed CA Form 590.

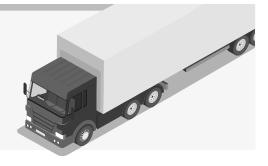
²⁰Alternate payee must be registered with a valid SCE SAP Vendor ID.



PHASE D

Design & Build Phase

D. DESIGN & BUILD PHASE



The design and build phase will commence following completion of the pre-construction commitments outlined above. For any infrastructure installed by SCE, the amount and extent of equipment to be installed for future EV fleet expansion will depend on various factors including costs and the time-frame for expected vehicle deliveries.

Steps 10-14 outline the activities included when SCE performs the customer-side make-ready infrastructure work, and steps 15-19 outline the activities if and when the Participant elects to perform the customer-side make-ready infrastructure work. Participants will either follow steps 10-14 or steps 15-19, but not both.

10. SCE Performs Detailed Site Design Work

Following the execution of an Agreement, and upon receipt of all required Pre-Construction requirements, SCE will commence drafting detailed design plans and developing final cost estimates.

To build on the established conceptual design, SCE will send a survey crew to the project site to gather more detailed information needed to develop a technical site design (preliminary design). The survey crew will take more detailed measurements and perform activities, such as identifying any existing underground utilities or infrastructure that may impact the planned build location. The team will then create a base map that will include the specific location of the charging equipment infrastructure.

SCE team members will leverage site drawings, maps and files and incorporate any other required design elements such as ADA requirements and potential guidelines set forth by the AHJ to create a digital civil plan map for the site.

These activities will result in the development of a preliminary design, which will typically match the conceptual design originally presented to the Applicant. In some cases, modifications to the design might be necessary. If, for example, during the site visit SCE's survey crew finds underground obstructions by using ground penetrating radar, relocation of some infrastructure indicated on the design would be required. Another example might include proposed changes that arise in discussions with reviewing the designs with the AHJ, which could lead to either small or significant changes from the original planned layout. Any of these types of changes will be reflected the revised designs. Any significant changes deviating from the design originally presented to the Applicant will be discussed when SCE presents the preliminary design. Any additional agreed-upon final changes proposed by the Participant or SCE will be made during this discussion.

The Participant will complete their review and approval of the preliminary design no later than ten (10) calendar days following receipt. Approval can be provided during the meeting or via email within the requested timeframe.²¹ SCE cannot move forward with any further construction-related activities until this sign-off is complete.

After receiving approval of the preliminary design, SCE will finalize the plans and submit them to the AHJ for plan check and permitting. SCE may be required to make minor changes to the Participant-approved preliminary designs based on any potential feedback and/or required changes received by the AHJ. If the changes required are significant they will be discussed with and agreed to by the Participant. If the changes are not significant, SCE will incorporate them into the drawings. Once changes to the design are finalized, it will become

²¹Email a copy of the preliminary design signed for approval to **TEPMChargeReadyTransport@sce.com**. Please include your application number in the subject line, e.g. CRT-2019-xxxx, followed by "STEP 10".



the final design. SCE will prepare the legal description for the easement based on the final design. Easement documents will then be provided to the Participant and/ or the Property Owner, if different, for execution.

11. Grant Final Easement

The Participant is required to execute and notarize the easement, or, if Participant is not the property owner, ensure that the property owner executes and notarizes the easement. Participant shall return the original signed easement to SCE within thirty (30) calendar days from the date of receipt.

Participants are required to:

- Email a <u>copy of the notarized agreement</u> to <u>TEPMChargeReadyTransport@sce.com</u>;²² and
- 2. Return the original signed and notarized agreement to SCE following the directions provided. The <u>original signed and notarized agreement</u> is needed so that it may be recorded with the appropriate county. Counties will not record copies or PDF documents. The documents are typically returned to SCE via US Mail or courier (FedEx, UPS etc.) to SCE's Real Properties department or to its Contract firm (i.e., Spectrum Land Services). Specific mailing instructions will be included with the easement documents when provided to the Participant.

Once received, SCE will have the executed easement recorded and filed. SCE cannot move forward with any further construction-related activities until the necessary easements have been granted. Once final easements have been granted, SCE will initiate the plan check and permitting process.

12. SCE to Request & Secure Permits

SCE will submit its construction plans to the relevant AJH to secure all necessary reviews, approvals and permits for the work it performs.

The Participant may be required to sign permit application documents as may be required by the AHJ. If this is required, SCE will work with the Participant to submit the applications.

SCE must obtain all necessary easements and permits before SCE can initiate any construction work.

After permits are obtained, SCE will provide the Participant with the information necessary to establish a new SCE Service Account. Participant should discuss rate options with their SCE account representative.

13. Construct Infrastructure

SCE will design, procure, construct and maintain the necessary equipment on both the utility-side and the customer-side of the meter up to the first point of interconnection with the planned location of the Participant's charging equipment.

The utility-side and customer-side infrastructure typically includes transformer upgrade (when necessary), service drop, meter panel/socket, circuit panel, conduit, and wires up to the point of first interconnection with Participant-procured charging equipment.²³

There are generally four phases of construction, which include:

- Phase 1: Construction of the infrastructure on the customer-side of the meter. This is the infrastructure from the new meter panel to the first point of interconnection with the Participants EV charging equipment.
- Phase 2: Utility-side civil construction, including underground ducts and structures.
- Phase 3: Energizing the site. This will not occur until all hard construction from Phase 1 & 2 is complete.
 All circuits will be checked for proper voltage up to each make-ready stub. At this step a charging equipment commissioning report is generated to verify this final check and that proper voltage is present.
- Phase 4: Charging Equipment Installation. Procuring, installing and maintaining the vehicle charging equipment will always be the responsibility of the Participant.

Once SCE completes the installation of infrastructure on the utility-side of the meter and, when applicable, the

²³A visual representation of this segment of work is included in Figure 1.



²²Please include your application number in the subject line of the email, e.g. CRT-2019-xxxx, followed by "STEP 11".

customer-side make-ready, the Participant is required to provide approval of the work.

Within fifteen (15) calendar days after SCE provides notification of the completion of the infrastructure work, Participants are required to provide SCE with approval of the work performed by emailing a signed copy of the "Infrastructure Acceptance and Approval Certificate" to TEPMChargeReadyTransport@sce.com.²⁵

The Participant is responsible for contacting the SCE call center and requesting a service "turn-on" for the newly metered Service Account.

14. Participant Installs Charging Equipment

Participants will be required to install the vehicle charging equipment within 20 calendar days from the completion of the utility-side and customer-side of the meter infrastructure work.

Participants are also required to comply with the relevant items in the CPUC's Transportation Electrification Safety Requirements Checklist.²⁶

Following the completed installation of the charging equipment, the applicable inspection process will take place. If the AHJ does not provide a formal inspection process, the Participant must hire a licensed third-party inspection firm to inspect and approve the installation. The third-party inspection must perform any and all of the inspections that would typically be handled by a building & safety inspector.

Once the inspection is complete, Participant shall notify SCE in order to trigger the scheduling of a verification site visit.

Within ten (10) calendar days of completion of the installation, Participants are required to provide copies of the following documents (1-6) for upload to the Charge Ready Transport Enrollment Portal:

- 1.A copy of the <u>installation permit</u> and <u>evidence of</u> <u>final inspection;</u>
- 2.A copy of the <u>final invoice for the purchase of the charging equipment;</u>
- 3.A copy of the <u>final equipment installation invoice</u> (in all cases the equipment purchase price MUST be separately listed from the equipment installation costs);
- 4.A copy of the "<u>Charging Equipment</u> Registration Form"²⁷;
- 5.A copy of the "EVSE Commissioning Report";
- 6. If the charging equipment procured was NOT listed on SCE's APL, the Participant is also required to provide a copy of the Field Listing Inspection Report.

Additionally, any charging equipment that is publiclyaccessible must be reported by the Participant to the US Department of Energy's EV Charging Station Locations mapping tool.²⁸

If the charging equipment procured by the Participant was not listed on the APL, SCE may choose to perform an equipment commissioning test. If this test is to be performed, SCE will work with the Participant to schedule and coordinate such testing.

²⁸Accessible at: https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC



²⁴Form copy located in the Appendix of the Handbook.

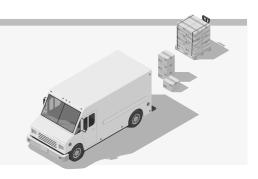
²⁵The Infrastructure Acceptance Form can be found in the Appendix of this Handbook. Please include your application number in the email subject line, e.g. CRT-2019-xxxx, followed by "STEP 13").

²⁶The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from:

www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882

²⁷A sample of Charging Equipment Registration form can be found in the Appendix of this Handbook.

D. DESIGN AND BUILD PHASE CUSTOMER BUILDS



Although the CR Transport Program provides utility-side and customer-side of the meter make-ready infrastructure at no charge, Participants may elect to instead design, procure, build and maintain the customer-side make-ready infrastructure themselves. Participants choosing this option will be responsible for managing and coordinating all related work. If Participants elect this option, they will receive the Make-Ready Rebate, which is intended to cover up to 80 percent of the cost SCE would otherwise incur.²⁹ The actual rebate amount will be determined by SCE on a site-by-site basis.

If the Participant chooses this option, SCE will still design and install the utility-side infrastructure up to the new meter panel and will work with the Participant to coordinate the infrastructure interconnection. Construction activities must also comply with the Transportation Electrification Safety Requirements Checklist.³⁰

15. Participant Performs Detailed Site Design Work

Participants selecting to install the customer-side make-ready infrastructure will be required to design, purchase, construct and maintain the Infrastructure and are required to follow applicable ADA requirements and guidelines set forth by the AHJ.

Participants will need to create a base map and civil plan (map), for both the location of the customer-side makeready and the location of the charging equipment, and provide copies to SCE as soon as possible so that the utility-side infrastructure design work can commence.³¹

SCE will then draft and share its preliminary utility-side infrastructure design with the Participant via email.³² The Participant will be required to submit approval within ten (10) calendar days before SCE will move forward with construction.

The Participant is required to submit the following documents aggregated into a single email and submitted to TEPMChargeReadyTransport@sce.com.33

- 1.A copy of the <u>base map detailing the make-ready</u> <u>infrastructure design</u> (include E-sheet and load calculations and following SCE's "CAD File Requirements"³⁴
- 2.A copy of the civil plan in .pdf file format;
- 3.A copy of the <u>estimated construction costs</u> broken out into three different categories. These include 1) design and engineering costs, 2) permitting costs, and 3) construction costs;³⁵
- 4.A copy of the <u>approval of SCE's utility-side</u> <u>infrastructure design</u> (sign design and attach .pdf copy in the email).

www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882

³⁵These costs should not include any EV charging equipment costs or related EV charging equipment installation costs. A worksheet template is provided in the Appendix of this Handbook.



²⁹Participants choosing this option will eligible for a rebate which will be the lesser of: (a) 80 percent of the Participant's actual installation cost or (b) 80 percent of the average utility direct cost for installing the customer-side make-ready infrastructure for the relevant sector.

³⁶The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from:

³¹The Base Map might be the same conceptual design that SCE provided the Participant, or their own full preliminary working drawings for the construction work. See also the Site Plan Job Aid and Civil Plan Sample included in the Appendix of this Handbook.

³²Typically takes 3 to 4 weeks for SCE to create a preliminary design, and another two weeks after Participant's approval of the preliminary design to create the final.

³³Please include your application number in the subject line of the email, e.g. CRT-20xx-xxxx, followed by "STEP 15").

³⁴The CAD file requirements can be found in the Appendix of this Handbook.

The SCE team will leverage the Participant's design work to draft the legal description to be used for the utility-side infrastructure easements.

16. Grant Final Easement

The SCE team will leverage the Participant's design work to draft the legal description to be used for the utility-side infrastructure easement. The Participant will be required to provide an easement for the utility-side infrastructure that occurs on private property.

The Participant is required to execute and notarize the easement, or, if Participant is not the property owner, ensure that the property owner executes and notarizes the easement. Participant shall return the original signed easement to SCE within thirty (30) calendar days from the date of receipt.

Participants are required to:

- Email a copy of the notarized agreement to <u>TEPMChargeReadyTransport@sce.com</u>;³⁶ and
- 2.Return the <u>originally signed and notarized</u> <u>agreement</u> to SCE. The original signed and notarized agreement is needed so that it may be recorded with the appropriate county. Counties will not record copies or PDF documents. The documents are typically returned to SCE via US Mail or courier (FedEx, UPS etc.) to SCE's Real Properties department or to one of their Contract firm (i.e., Spectrum Land Services). Specific mailing instructions will be included with the easement documents when provided to the Participant.

Once received, SCE will have the executed easement recorded and filed. SCE cannot move forward with any further construction-related activities until the necessary easements have been granted. Once final easements have been granted, SCE will initiate the plan check and permitting process.

17. Participant Requests and Secures Permits

If Participants choose to design and install the makeready, they will be required to submit their construction plans to the relevant AHJ (e.g., City, County, Fire, Division

of State Architect, etc.) to secure all necessary reviews, approvals and permits. SCE will not be responsible for obtaining any permits for the make-ready work that the Participant elects to perform.

SCE will secure any necessary permits for the utility-side infrastructure.

SCE will provide the Participant with the information necessary to establish a new SCE Service Account.

18. Construct Make-Ready Infrastructure

Participants will be responsible for managing and coordinating all related customer-side make-ready infrastructure design and installation work. Once the construction plans have been finalized, Participants are required to email a copy of the detailed construction schedule to SCE at

<u>TEPMChargeReadyTransport@sce.com</u>.³⁷

All construction of such make-ready Infrastructure must be performed by state licensed and insured contractors' holding a valid C-10 contractor's license. All contractors performing this work are to use International Brotherhood of Electrical Workers (IBEW)-signatory labor, use electricians with "Electric Vehicle Infrastructure Training Program" (EVITP)³⁸ certification, and provide proof of EVITP Certification prior to construction. Participants will be responsible to ensure compliance with these requirements.

The Participant activities in this step of the process include:

- Scheduling a preconstruction meeting with SCE and providing a detailed construction schedule;
- · Procuring equipment;
- Managing and coordinating all customer-side makeready infrastructure work;
- Ensuring installation contractor is state licensed, insured and that the work is performed by IBEWsignatory labor;
- Ensuring compliance with electrician training certification (EVITP) and obtaining copies of the training certificates in advance of the work being performed;

³⁸More information about this Program can be found at https://evitp.org/training/.



³⁶Please include your application number in the subject line, e.g. CRT-20xx-xxxx, followed by "STEP 16".

³⁷Please include your application number in the subject line, e.g. CRT-20xx-xxxx, followed by "STEP 18".

- Ensuring compliance with the CPUC's Transportation Electrification Safety Requirements Checklist;³⁹
- Post installation, ensuring final inspection process is complete;
- Working with SCE Account Representative to select TOU rate plan and request service turn-on (new account activation).

If the AHJ does not provide a formal inspection process, the Participant must hire a licensed third-party inspection firm to inspect and approve the installation. The third-party inspection must perform any and all of the inspections that would typically be handled by a building & safety inspector.

Following the completed installation of the make-ready infrastructure, Participants are required to email the following documents in .pdf format to SCE at TEPMChargeReadyTransport@sce.com.40

- 1. Evidence of final inspection;
- 2.A copy of the final as-built map; and
- 3.A signed copy of the <u>Testament of Compliance with</u> the <u>Safety Requirements Checklist</u>.⁴¹

The Participant is responsible for contacting the SCE call center and requesting a service "turn-on" for the newly metered Service Account.

Following or concurrent with installation of the makeready infrastructure, but no later than 20 days beyond the completion of the make-ready work, the Participant is required to complete the installation of the charging equipment.

19. Participant Installs Charging Equipment

The Participant must install the EV charging equipment within 20 calendar days of the completion of the makeready infrastructure work.

Following the completion of installation, the AHJ's routine final inspection process should be implemented. When there isn't a formal inspection process provided by the AHJ, the Participant will need to hire a licensed third-party inspection firm to validate the installation of

the make-ready infrastructure and charging equipment. The third-party inspection would include any of the inspections that would typically be handled by a building & safety inspector. This will include inspection of items such as, but not limited to: ensuring proper trench depth; ensuring adequate cover and compaction of trenches; proper conduit spacing; correct installation of electrical equipment including connection, torque settings etc.; panel release to SCE for energizing; and a final safety inspection.

Within ten (10) calendar days of completion of the installation, Participants are required to provide copies of the following documents (1-6) for upload to the Charge Ready Transport Enrollment Portal as they relate to the installation of the customer-side make-ready infrastructure and charging equipment installation:⁴²

- 1.A copy of the <u>installation permit</u> and <u>evidence of</u> <u>final inspection</u>;
- 2.A copy of the <u>final invoice for the purchase of the charging equipment;</u>
- 3.A copy of the <u>final equipment installation</u> invoice (in all cases the equipment purchase price MUST be separately listed from the equipment installation costs);
- 4.A copy of the "Charging Equipment Registration Form";
- 5.A copy of the "EVSE Commissioning Report";
- 6. If the charging equipment procured was NOT listed on SCE's APL, the Participant is also required to provide a copy of the Field Listing Inspection Report.

Additionally, any charging equipment that is publicly-accessible must be reported by the Participant to the US Department of Energy's EV Charging Station Location Mapping Tool.⁴³

If the charging equipment procured by the Participant was not listed on SCE's APL, SCE may choose to perform an equipment commissioning test. If this test is to be performed, SCE will work with the Participant to schedule and coordinate such testing.

⁴³Accessible at: https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC



³⁹The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882.

⁴⁰Please include your application number in the subject line, e.g. CRT-20xx-xxxx, followed by "STEP 18".

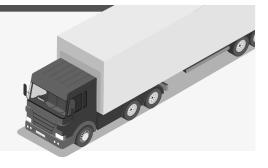
⁴¹A copy of this document can be found in the Appendix of this handbook.

⁴²Document samples are available for many of these documents in the Appendix of this Handbook

PHASE E

Issue Rebates

E. ISSUE REBATES



At this step in the process, SCE will initiate the activities involved with issuing the <u>Charging Equipment Rebate</u> and the <u>Make-Ready Rebate</u>, if applicable.

Following the completed installation of the vehicle charging equipment and submission of the required documentation, SCE will verify and initiate the rebate remittance process (steps 20-21).

20. Charging Equipment Installation Verification

After the Participant notifies SCE of the completed installation of the vehicle charging equipment and has submitted the required documentation, SCE will perform a final site inspection. The inspection will primarily involve verifying the charging equipment has been successfully installed and is operational. This will also include ensuring the installed equipment matches the make, models, and counts specified on the invoice, and that the units are energized.

If the Participant had also chosen to install the customer-side make-ready infrastructure, SCE will also verify the information included in the "as-built" map prior to issuing the Make-Ready Rebate.

21. Review Documentation & Issue Rebates

The rebate payment will be processed by SCE after receiving any required documentation and verifying the operational status of the charging equipment.

A. Charging Equipment Rebate

The only charging equipment eligible for rebate will be listed on SCE's APL. The rebate value shown on the APL is the maximum rebate that will be paid. The actual rebate amount paid to the rebate-eligible Participant may be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate does not exceed the total equipment purchase costs.

⁴⁴A copy of this worksheet can be found in the Appendix of this Handbook.

Once the charging equipment has been verified as operational, no additional documentation is required from the Participant for SCE to process and remit payment for the Charging Equipment Rebate.

B. Customer-Installed Make-Ready Rebate

Participants choosing to install the customer-side makeready Infrastructure will receive a rebate which will be the lesser of: (a) 80 percent of the Participant's actual installation cost or (b) 80 percent of the average utility direct cost for installing the customer-side make-ready infrastructure for the relevant sector.

In order to receive a rebate for the completion of the infrastructure build, and within ten (10) calendar days after completed installation of the charging equipment, the following documents should be scanned and uploaded to the Charge Ready Transport Enrollment Portal:

- 1.Submit a copy (following the instructions on the Charge Ready Transport Enrollment Portal) of the "Participant Installed Make-Ready Cost Breakdown Worksheet";⁴⁴
- 2.A copy of the <u>final "as-built"</u> map for the make-ready infrastructure;
- 3.A copy of the <u>final inspection</u> for the make-ready Infrastructure.

22. Complete Program Participation Survey(s)

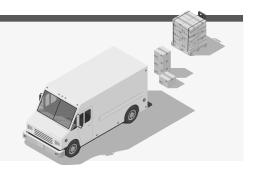
Participants may be provided with Program-related information request(s) and surveys at various times throughout the Program. As a provision of participation in the CR Transport Program, SCE requires that Participants provide timely responses to surveys and other data requests in order to assist with Program evaluation and improvement initiatives.



PHASE F

Compliance Verification

F. COMPLIANCE VERIFICATION



Participants are required to adhere to all Program requirements. SCE will verify three (3) specific commitments in an on-going manner, to ensure compliance with such commitments. These include 1) compliance with planned EV acquisitions, 2) compliance with ten-year commitment to operate charging equipment, and 3) compliance with commitment to share five-year port-level data. These are further described in Steps 23-25.

23. Completion of Planned EV Acquisitions

SCE will monitor Participant's EV acquisitions and conversions to ensure that the Participant follows the acquisition plan reflected in the Agreement. This is an important component of the Project because of the significant infrastructure investments SCE will be making based upon the contractual commitments made by the Participants. SCE will work with Participants to track and monitor EV fleet growth over the commitment period.

Participant activities included in this Step:

 Purchase, lease, or convert EVs as outlined in the Agreement (adhere to volume and timing of vehicle delivery). If for any reason, the volume or timing of delivery deviates from the Agreement, notify SCE in writing of the deviation and the reason for same.

Documents Required:

1.On-going response to SCE's annual vehicle acquisition survey. Participants will be asked to provide the make and model of vehicles acquired during that calendar year, and for information relating to the retirement of any EV during that calendar year.

24. Compliance with 10-Year Operation of Charging Equipment Commitment

The Participant is required, at its own expense, to operate and maintain charging equipment in good working order at the originally installed location for at least ten (10) years. Within this timeframe, Participants may upgrade or replace their equipment at any time with a qualified replacement provided that the Participant is responsible for all associated costs, and the new equipment is operated and maintained for the remainder of the ten (10)-year duration.

25. Compliance with 5-Year Port-Level Data Sharing Commitment

All Participants must contract with a third party that provides EV charging network services to manage the charging equipment and access related usage data for Charging Equipment fueling **on-road** vehicles. Participants will be responsible for payment of all costs and charges associated with such services, which must be maintained for at least five (5) years following the date the equipment is placed in service.

For the same five (5)-year period, Participants and their network services provider must agree to provide SCE with access to usage data for each charging episode.

Contractors must electronically transmit to SCE on a monthly basis the required data for all charging equipment deployed under the Program **supporting on-road charging** in the defined format. Aggregated data (not attributable to any specific Participant) will be made publicly available as part of SCE's reporting to the CPUC and various industry stakeholders and will be used to identify load management opportunities and enhance vehicle-grid integration for future utility initiatives.



Participant activities included in this step:

 Maintain 5-year contract with Network Service Provider to capture and share port-level usage data for charging stations fueling on-road vehicles with SCE.

Documents Required:

1. Must provide monthly electronic usage data files (conforming to SCE's "Charging Equipment Usage Data Monthly Report") instructions. 45

⁴⁵The specific content and format for the routine report are included in the "Charging Equipment Usage Data Monthly Report" instructions located in the Appendix of this Handbook.



APPENDIX

Glossary of Terms Program Documents

GLOSSARY OF TERMS

Account Representative: An SCE employee in the BCD organization serving as the SCE liaison for business customers. Each Account Representative is typically assigned as an account representative for a particular industry segment (i.e., government, hospitals, schools, etc.)

AHJ – (Authority Having Jurisdiction): the responsible government entity having geographically based jurisdiction that typically approves, inspects and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.)

APL: see "Approved Product List"

Approved Product List: The list of charging stations approved by SCE and meeting SCE's technical requirements. Eligible Participants must select charging stations from the Approved Product List in order to receive a Charging Equipment Rebate. SCE does not provide any expressed, implied or prospective warranty, including any warranty of merchantability or fitness for any particular use or application, of any EV charging equipment. The APL can be found in the Appendix of this Handbook. SCE reserves the right to modify the list at any time.

As-Built Map: Construction drawings created by the contractor and submitted by the Participant at the completion of construction detailing any field approved revisions to the self-installed customer-side make-ready infrastructure. The final as-built map (in .pdf file format) is required for submission if the customer chooses to perform the customer side of the meter make-ready work.

Base Map: The Base Map is to be prepared in CAD format from a detailed site survey. It is an overhead view of the project site that includes property lines, streets, curb and sidewalk, above ground structures and building footprints, existing underground utilities and obstructions, and the desired location of planned EV charging equipment. Submission of a Base Map is required if the Participant chooses to perform the customer side of the meter make-ready work. A sample

base map can be found in the Appendix of the Program Handbook.

BCD (Business Customer Division): The Business Customer Division (BCD) of Customer Service is the primary contact for SCE's business customers and serves as their Trusted Energy Advisor by meeting the energy-related needs of the various business, government and agricultural customers.

CAD File Requirements: The Base Map is to be created in AutoCAD 2009 or earlier format without cross-reference drawings (XREFs). SCE's CAD file requirements are included in the Appendix of this Handbook.

Charging Equipment Approved Product List: See Approved Product List.

Charging Equipment Rebate: Financial reimbursement paid to eligible Participant, or its designee, pursuant to this Agreement to offset a portion of the purchase of approved Charging Equipment.

Charge Ready Transport Enrollment Portal: The website where Applicants can apply for the Program, check application status, and upload most required documents for the Program. Participants can visit the Charge Ready Transport Enrollment Portal at www.sce.com/chargereadytransport.

Charging Equipment Registration Form: A form the Charging Equipment Installer can provide showing the subject Charging equipment serial numbers and other pertinent station data.

Charge Ready Transport Program (CRTP): The Charge Ready Transport Program is administered by SCE under the auspices of the CPUC that, among other incentives, provides no-cost charging infrastructure for eligible Participants that is needed to electrify their on-road and non-road fleets.

Charging Station – (EV Charging Station): An individual charging station unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid connected power source capable of



recharging the vehicles battery pack. The individual connectors of the Charging Station are referred to as ports. Each charging station can charge one or more vehicles depending on the number of ports of which each unit is equipped.

Civil Plan: Engineered site drawings detailing existing site structures, roads, curb face, utilities etc. Typically the civil plan is produced using the base map as the underlying "base" with the new improvements drawn in and labeled as either 'future' or 'proposed'. The civil plan should be saved in a .pdf file format and is required for submission if the Participant chooses to perform the customer side of the meter make-ready work. A sample civil plan can be found in the Appendix of the Program Handbook.

Conceptual Design: Map and related documents, as applicable, that show the proposed layout of the infrastructure and charging stations, including but not limited to, conduit routing and equipment placement. The conceptual design is high level and will be completed prior to execution of the Agreement and will be further refined after funds are reserved.

CPUC – (California Public Utilities Commission): The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

CPUC's Transportation Electrification Safety Requirements Checklist: The Safety Requirements
Checklist applies to CPUC-Approved Transportation
Electrification Programs and can be downloaded
from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882

Customer-Side Infrastructure: Also referred to as the "make-ready" Infrastructure; see Make-Ready Infrastructure.

DCFC – (Direct Current Fast Charging): Stations that provide a high-power DC current, generally at least 25 kW, to the electric vehicle's battery without passing through any onboard AC/DC converter, which means the current is connected directly to the battery.

Disadvantaged Communities - (DACs): Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0 tool. The California Communities Environmental Health Screening Tool (CalEnviroScreen) was released by the Office of Environmental Health

Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency (CalEPA). CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution. These communities are also referred to as "Disadvantaged". For more information, please visit https://oehha.ca.gov/calenviroscreen

DR – (Demand Response): Demand response provides an opportunity for consumers to play a role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods (usage or cost based) in response to curtailment requests.

E-sheet and load calculations: Chart or graphical representation of all connected load to an existing or proposed switchgear or panel, shown in kW, kVA, kVAR etc. Should be accompanied by a single line exhibit of the switchgear.

Equipment Commissioning Test: SCE's Field testing of energized EV charging equipment at completion of installation.

EV – (Electric Vehicle): A plug-in electric vehicle that is propelled by one or more electric motors and powered by an onboard battery pack.

EVITP – (Electric Vehicle Infrastructure Training Program) Certification: The document certifying an electrician or contractor that has gone through the Electric Vehicle Infrastructure Training Program process. The EVITP Training Program has rigorous training standards and is taught by instructors who have well documented qualifications and considerable experience in their areas of expertise. For more information, please visit https://www.evitp.org.

EVSE Commissioning Report: This report is created after the make-ready infrastructure work is complete and the site is energized. At this step a charging equipment commissioning report is generated to verify all circuits have proper voltage at each make-ready stub. A sample report can be found in the Appendix of the Program Handbook.

Field Listing Inspection Report: Where required, a qualified NRTL representative shall conduct a field inspection of installed equipment prior to energization. A passing field inspection record, signed by a qualified person, shall be delivered to SCE prior to SCE's approval of the equipment for operation.

Final Design: Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Stations, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed prior to start of construction.

Final Invoice: Statement of the total amount paid by Participant to Charging Station Supplier(s) for the purchase of Charging Stations.

Fortune 1000 list: An annual list of the 1000 largest companies measured by revenue, compiled and published by Fortune Magazine.

IBEW Signatory Labor: General contractor and subcontractor staff who are signatory to an IBEW union contract.

IDR – (interval data recording [meter]): SCE will install a new meter for all EV charging equipment installed under this Program. Each meter will be capable of recording, storing and transmitting usage data. Usage data for non-residential customers is captured in 15-minute intervals.

Infrastructure: All work and facilities, as determined by SCE, in SCE's sole discretion and subject to change in SCE's sole discretion, to be located, designed and installed by SCE, necessary to allow the Participant to install and operate the Charging Stations. Infrastructure may include, but is not limited to new transformers, services, and meters, new panels, stepdown transformers, conduits, wires, connectors, and any other hardware installed by SCE on the Site. If the Participant elects SCE to build the customer-side make ready infrastructure, it will become a part of the Infrastructure.

Infrastructure Acceptance and Approval Certificate: Form establishing the Participants certification that the Infrastructure installed by SCE has been fully performed and complies with design. This form is to be signed by the participant after SCE completes installation of Infrastructure, and prior to installation of Charging Stations.

Level 1 – (Charging): Low power charging, typically at or below 120 volts.

Level 2 - (Charging): Medium power charging, typically delivered between 220 and 240 volts.

Make-Ready Infrastructure: The infrastructure that includes all infrastructure on the customer-side of the

meter, from the new panel included in the completed "utility-side" infrastructure work, up to the first point of interconnection with the customer's EV charging equipment.

Make Ready Rebate: If Participant elects to perform the customer-side make-ready Infrastructure work, following the completed installation and submission of required documentation, SCE will process a rebate payment that is intended to offset a portion of the Participants associated costs.

Network Service Agreement: A contractual Agreement between a Network Service Provider and a Participant for the purpose of proving Networking Services for the installed Charging Equipment.

Network Services Provider: The 3rd party entity that will provide Network Services for the EV Charging Equipment installed at the Participants site. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements.

Non-Standard Equipment – (EV charging equipment): Charging equipment that complies with SCE's non-standard technical requirements which must be approved by SCE for use.

Participant: see Program Participant.

Preliminary Design – (Preliminary infrastructure design): Engineered infrastructure drawings at a minimum of 50% completion. Must include conduit and structure sizes and locations, load calculations and single line exhibit with switchgear specifications.

Program: Also referred to as the Charge Ready Transport Program (CRTP). The Charge Ready Transport Program is designed to help Program Participants install the charging infrastructure needed to electrify their medium- and heavy-duty fleets and non-road vehicles.

Program Participant: The SCE non-residential customer that applies for the Program and executes the Agreement. Also referred to as the "Participant".

Program Participation Agreement: An agreement between SCE and the Participant that includes the terms and conditions for participating in the Program and is provided to an Applicant following SCE determination that a project has be approved for the infrastructure work required for the installation of EV charging equipment.



Rebate: Financial reimbursement paid to eligible Participant, or its designee, pursuant to this Agreement to encourage the purchase and installation of approved Charging Stations. The Charge Ready Transport Program offers two different rebates to eligible Participants, the Charging Equipment Rebate and, if applicable, the Make Ready Rebate.

Rebate Assignment Form: An on-line web form the Participant is required to complete if it wishes to have SCE process and remit any applicable Rebate payments.

Rebate Payment: The payment made by SCE to Participant, or its designated assignee, for all applicable Rebates, if any, pursuant to the Program.

Safety Compliance Checklist: see also "CPUC TE Safety Checklist".

Service Account: An account associated with a particular on-site meter established by SCE upon customer request. To establish a new Service Account, the Participant is responsible for contacting SCE's Customer Service Department (listed on the customer's monthly billing statement) and requesting a new service Turn-on.

Site: The premises, owned, leased or operated by the Participant, where the Charging Stations will be installed.

Site Plan: The site plan is a birds-eye exhibit of a site with building footprints, roads, parking areas and other above ground structures notated. May be an engineered drawing or may just be a satellite image with notes. A site plan (in .pdf file format) is required to be submitted with a Program Application. A site plan job aid can be found in the Appendix of this Program Handbook.

Standard Equipment – (EV charging equipment):Charging equipment that complies with SCE's technical requirements and is included on SCE's Approved Product List.

TEPFS - (Transportation Electrification Project Feasibility Sheet): Field checklist prepared by a SCE
Business Customer Division (BCD) representative. This
checklist gathers high-level information such as the
customer's electrification plans, site topography and
existing utility equipment at the site.

Technical Requirements for Non-Standard Charging Equipment: A list of charging equipment technical requirements for non-standard charging equipment. These requirements must be met in selecting charging stations to be installed under this Program. The Requirements can be found in the Appendix of the Program Handbook.

Technical Requirements for Standard Charging Equipment: A list of charging equipment technical requirements for standard charging equipment. These requirements must be met in order for charging stations to be added to SCE's Approved Product List, and can be found in the Appendix of the Program Handbook.

TOU – (Time-of-Use) Rate Plans: All TOU plans feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once. For more information about TOU rate plan options, please visit https://www.sce.com/business/rates/electric-car-business-rates on TOU-EV rates.

TRU – (Transport Refrigeration Units): Climate control devices that provide the ability to heat or cool the trailer when the engine is shut off.

TSE – (Truck Stop Electrification): EV Charging Stations installed at a designated Truck Stop location for the purpose of providing EV battery charging (L2 or above) for vehicles in transit.

Turn-on: see Service Account

Utility-Side Infrastructure: all infrastructure from SCE's distribution system to a new circuit panel that will be designed and installed by SCE to support EV charging.

Vehicle acquisition plan: This plan is provided by the Program Applicant and is included in the Charge Ready Transport Program Application. The plan outlines the Applicant's planned acquisition of EVs over a ten-year period. This plan will be utilized to determine Program eligibility and for determining the site's electrical infrastructure needs.



PROGRAM DOCUMENTS

Charge Ready Transport Enrollment Portal: www.sce.com/ChargeReadyTransport

Please refer to the portal to access these documents unless a different URL is provided.

- Charging Equipment Approved Product List (on.sce.com/crapl)
- Charging Equipment Registration Form instructions
- Charging Equipment Registration Worksheet template
- Charging Equipment Usage Data Monthly Report - Instructions
- Charging Equipment Usage Data Monthly Report – Template
- Civil Plan Sample
- · Digital CAD file requirements instructions
- EVSE Commissioning Report Sample
- Grant of Easement Sample
- Infrastructure and EVSE for Transport Refrigeration Units- Informational
- Infrastructure Approval and Acceptance Certificate
- Participant Installed Make-Ready Cost Breakdown worksheet
- Program Enrollment Application Sample
- Program FAQ

- Program Participation Agreement Sample
- Addendum Agreement Customer-Side Make-Ready Infrastructure Installation - Sample
- · Program Participation Guide
- Program Participation Quick Reference Guide
- Rebate Assignment Form Sample
- Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs (<u>www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882</u>)
- · Site Plan Job Aid
- Technical Requirements for Non-Standard Charging Equipment
- Technical Requirements for Standard Charging Equipment
- Testament of Compliance with SCE's Technical Requirements for Non-Standard Charging Equipment
- Testament of Compliance with the Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs
- TRU and TSE Worksheet





INTERESTED? GIVE US A CALL!

Have questions or want to discuss your transportation electrification plans?

Please call your SCE Account Representative or 1 (800) 990-7788 to discuss next steps.

Or for more information, visit www.sce.com/ChargeReadyTransport.



CHARGE READY TRANSPORT

Quick Reference Guide

Visit us at sce.com/CRT or email chargereadytransport@sce.com.

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This Guide is intended for the convenience of interested potential Applicants.

If there are any conflicts between this guide and the CRTP Tariff, the terms of the Tariff will govern.

Participation Details

Application Evaluation
& Approval

Planning & Construction

OVERVIEW

Overview



The Charge Ready Transport Program supports both California's greenhouse gas (GHG)-reduction goal and local air-quality requirements. The Program assists customers with transitioning to cleaner fuels by reducing their cost for the purchase and installation of required electric vehicle (EV) charging infrastructure, as well as providing rebates to offset the cost of charging stations for certain eligible customers.

SCE has an important role to play in all market segments within its service territory. Because the medium- and heavy-duty, on-road and non-road transportation segments are in various stages of technological development and market maturity, the Program is designed to help address some of the existing barriers to increased adoption in these segments.

How This Program Works

This program provides the infrastructure to support the installation of EV charging equipment at no cost to the Participant. This presents a unique opportunity for fleet operators that choose to buy EVs because the infrastructure required to support the installation of EV charging equipment is typically a sizable investment.

SCE will design, construct, and install the necessary infrastructure on both the utility-side and customer-side of the electric meter. Participants are, however, responsible for the selection, purchase, and installation of the EV charging equipment.



Get Started



OVERVIEW 18



Rebates

In addition to receiving the necessary infrastructure to support EV charging equipment, this Program provides two additional rebate options: the Charging Equipment Rebate and the Make-Ready Rebate.

Charging Equipment Rebate

The Charging Equipment Rebate is offered to eligible participants in order to offset a portion of the costs associated with the purchase of EV charging equipment approved by SCE. This rebate is only available to:

- Participants that will be acquiring and operating School Buses or Transit Buses anywhere in SCE's service territory;
- Participants who install charging equipment at a project site located in a designated Disadvantaged Community where the Participant is not listed as a Fortune 1000 company.

In all cases, to be eligible for the Charging Equipment Rebate, charging equipment must be selected from SCE's Approved Product List.

Make-Ready Rebate

The second rebate option is referred to as the Make-Ready Rebate. This rebate is available to any Participant who chooses to design, procure, and install the customer side of the meter infrastructure work (also referred to as "customer side make-ready").

The Make-Ready Rebate is intended to offset up to 80 percent of the costs that SCE would otherwise incur for performing the work.¹

Every Participant will have the choice to perform this work themselves and receive the rebate, or to have SCE perform the work at no cost to the Participant.

¹ Customers choosing this option will eligible for a rebate which will be the lesser of: (a) 80 percent of the Participant's actual installation cost or (b) 80 percent of the average utility direct cost for installing the customer side make-ready infrastructure for the relevant sector.



OVERVIEW 19



Overview

Key Roles

Customer

- Submits an enrollment application.
- Acquires at least two EVs, to arrive on-site within 18 months of application submission.
- Selects, purchases and installs EV charging stations approved by SCE.
- Is required to maintain charging stations in good working order for a period of at least 10 years.
- Note: EV charging stations used to fuel on-road vehicles are required to be linked through a communications network for a period of 5 years.

SCE

- Works with customers to help them assess their unique EV charging needs and explore available options.
- Designs, procures and installs the make-ready infrastructure for each approved project, at no cost to the Program Participant – OR – Provides a Make-Ready Rebate to customers who chose to design, procure and install the customer side make-ready.
- Provides charging equipment rebates to eligible customers.



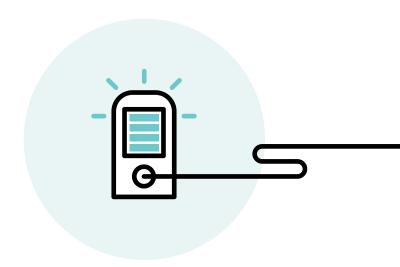
Program Eligibility

Non-residential customers are eligible to enroll to participate in the program if they:

- **1.** Are a SCE customer that operates a medium- or heavy-duty fleet, used for either on-road or non-road applications;
- **2.** Will be purchasing or leasing at least two new fleet EVs, or convert at least two fossil-fueled vehicles to electric, with the vehicles arriving on-site within 18 months from the time the application was submitted;
- **3.** Own, lease, or operate a site located within SCE's service territory where the EV charging infrastructure will be installed;
- **4.** Agree to provide the necessary easements. Applicants, if not the owner of the site at which the charging equipment is to be installed, are required to obtain consent from the property owner to install the equipment and agreement that the property owner will grant any required easements;
- **5.** Select, purchase, install and maintain the EV charging stations in good working order for at least 10 years;
- **6.** Provide proof of purchase of qualified electric vehicles and accompanying charging equipment;
- **7.** Agree to provide SCE with EV charging usage data from all charging stations used to fuel on-road EVs for five years.

Charging Equipment Eligibility

Qualified charging stations are specified in SCE's Approved Product List (APL) which you can find at **sce.com/APL**. Under some circumstances, EV charging equipment not listed on the APL can be selected for use, but in all cases SCE must first approve it. Customers can work with their SCE representatives to ensure their selected charging equipment meets program eligibility requirements.







Things You'll Need to Prepare **Your Application**

- SCE Service Account Number
- The County Tax Assessor parcel number for the site where the charging equipment will be installed
- Your vehicle acquisition plans including information on the number and types of EVs you plan to purchase, lease, or convert to electric over the next 10 years
- Information about your existing fleet

- A site plan of the property where the EV charging equipment will be installed. The plan will also need to include the proposed location(s) for the charging equipment
- If you are not the property site owner, ensure the property owner has approved of the proposed installation of EV charging equipment
- The Name of the Authority Having Jurisdiction (AHJ) to issue building permit approvals
- Approval and authority to sign the Application



Site Plan Instructions

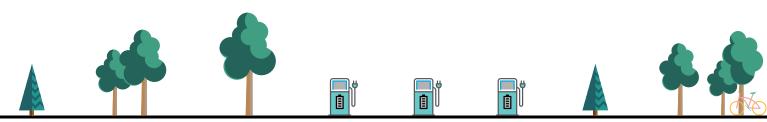
A site plan will need to be submitted with your completed application. The plan is intended to provide an aerial view of your property which can be obtained from Google Maps, and should include annotations to indicate the preferred location for the charging equipment.

However, SCE may propose a different location based on various factors, including but not limited to proximity to SCE's existing distribution equipment. The site plan will need to be uploaded to the program website immediately following the completion of the on-line application.

Ideal Charging Site Location Guidelines

Charging stations should:

- Be as close as possible to the existing transformer (if enough capacity) or to a new transformer (if needed to serve the EV charging load).
- Be grouped in a single location (e.g., the same floor of a parking depot).
- Allow adequate space for the installation and operation, in compliance with all applicable laws, rules, and regulations.





After a preliminary evaluation of your application, SCE will reach out to provide more information about the program, answer any questions you may have, and further discuss your project to determine possible next steps.

After You Submit Your Application

If your project moves past the initial evaluation phase, next steps will typically include the following:



Site Visit

Overview

SCE will work with you to schedule a site visit and evaluation.



Planning and Design

SCE's team will leverage the site plans submitted with the application and perform additional planning and design activities.



Infrastructure Evaluation

SCE will evaluate the existing distribution infrastructure and the site's existing service connection; assess the possible integration opportunities with on-site or planned distributed energy resources; and the applicants preferred location(s) for the EV charging equipment.



Alternate Location Arrangement

SCE will work with the customer to reach agreement on an alternate location for the EV charging equipment if necessary.



Conceptual Design and Cost Estimates

SCE will then use the information collected to develop a conceptual design and make cost estimates for the necessary infrastructure work.





Overview

Application Approval and Immediate Next Steps

If the proposed project meets program criteria and cost thresholds, next steps will typically include the following:

- **1.** SCE will provide the design exhibits to the Applicant for approval.
- **2.** The Applicant must decide if they will elect to design, build, and install the customer side makeready Infrastructure or have SCE perform the work.
- **3.** The Applicant must affirmatively commit to the specific charging equipment they will plan to purchase and install.
- **4.** The Applicant will need to commit to their final vehicle acquisition plan.
- **5.** Following the Applicant's approval of the designs provided by SCE, the Applicant will be presented with a Program Participation Agreement (Agreement) for signature.
- **6.** Program funds will be reserved for the project following SCE's execution of the Agreement.
- 7. Within 45 days of signing the Agreement, Participants will be required to provide:
 - Proof of purchase of the program eligible charging stations.
 - Proof of vehicle acquisition, for a minimum of two vehicles, with a specified delivery date not to exceed 18 months.
 - If applicable, submission of a completed "Rebate Assignment Form".
 This document captures the necessary information for SCE to process and remit applicable rebate payments.



Once the required documentation is received², SCE will move forward with:

- · Completing the detailed design work;
- Preparing and delivering easements for the Participant's (or property owner) signature;
- Securing any necessary permits;
- Procuring materials and managing the construction of the make-ready infrastructure work.

Participants will:

Overview

- Move forward with installing the EV charging equipment once SCE has completed the make-ready infrastructure.
- Provide the final documentation to SCE following the successful installation of the EV charging equipment.

Verification

Following the completed installation of the charging equipment, SCE will conduct a final walkthrough to verify the charging stations are properly installed and operational. Participants will then receive notification that the project is complete, and SCE will process any rebate payments for which the project may be eligible.

Program Feedback and Future Surveys

SCE may ask participants to complete various surveys to support the evaluation of the Program.

² All documents listed under item #7 of the "Application Approval and Immediate Next Steps".



Participation Details

Application Evaluation
& Approval

Planning & Construction

GET STARTED

Overview

Ready to Get Started?

To apply for the Charge Ready Transport Program, please fill out the form on the **Program Overview** page and someone will contact you.

Contact Us

If you would like more information about this program, or to further explore your fleet's EV charging needs, simply contact your SCE Account Representative. You can also reach us by sending an email to **chargereadytransport@sce.com**.



GET STARTED

Get Started





SCE TARIFF BOOKS

Regulatory Information

Please note: Tariffs without effective dates in the lower right-hand corner of the tariff are considered effective pending final review by the California Public Utilities Commission. Slight modifications may occur upon completion of this final review. Differences between these tariff rates and rates appearing on customer bills may result from timing lags between the posting of rates and rate components in the Tariff Book and the implementation of these rates in the SCE billing system. In addition, even though the posted total billing rates may not have changed, certain rate components that make up the total billing rates may have changed and may be different than the corresponding rate components that appear on subsequent bills. Any discrepancies between tariff rates and billed rates will be adjusted in future bills.

The purpose of SCE's Tariff Books are to document approved tariff changes. Please direct any questions to one of the following SCE help lines:

- To ask rate questions about your electric service: Call (800) 655-4555 for residential or (800) 990-7788 for commercial/industrial.
- For specific Tariff Book questions or to request service territory maps or historical tariffs, submit a request via e-mail.

 □
- Santa Catalina Island's Gas and Water Tariff Books. For specific tariff book questions, call (626) 302-2086.
- Telecommunication Tariff Book
- Request supporting documents (e.g., advice letters denoting changes)

 or call (626) 302-2086.
- To request a copy of a pending application currently before the California Public Utilities Commission, submit a request via e-mail ⋈.

Tariffs may not be waived, altered, or amended in any respect, unless authorized by the California Public Utilities Commission. Moreover, if there are differences between this material and the tariffs, the tariffs shall prevail.

The viewing of some tariffs may not be compatible with Internet Explorer. If you encounter problems, please consider utilizing another internet browser (e.g., Google Chrome, Mozilla Firefox, Microsoft Edge, Apple's Safari).

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Title Page of Tariff Book

Rates & Pricing Choices

Historical Prices & Rates Schedules Index of Communities Preliminary Statements Baseline Regions Map Rules **Electric Filed Forms** Santa Catalina Island Gas & Water Filed Forms & Tariffs **Telecommunication Tariffs Changes to SCE Rates**

RELATED LINKS **FERC Standards of Conduct Advice Letters SCE Manuals SCE Affiliate Notices Energy Efficiency Filings FERC Open Access Information SCE Load Profiles** Renewable and Alternate Power **Affiliate Transactions Audit Report** M-438 Service Costs **NERC Regulatory Information Regulatory Document Library Hydro Licensing EPIC** E-5105 Data Documents Annual Reports on Electric Line Extension Expenditures **Open Proceedings Energy Data - Reports and Compliance**

USWAG Notification

Language: English
About SCE
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Open Noticed CPUC Proceedings
Accessibility
Partners
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Developers & Builders
Resources
Project Requests
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11/7/25, 4:24 PM SCE Tariff Books | SCE **Energy Conservation** Community Choice Aggregation Catalina Island Utility Services **Edison International ENERGIZED** by Edison Newsroom Careers 0 \mathbb{X} H in EDISON | Energy for What's Ahead ® Terms & Conditions **Privacy Notice** Personal Information Request Copyright Act © 2025 Southern California Edison



Administrative Report

H.9., File # 25-1521 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH MBM HOSPITALITY, INC. TO PROVIDE LUNCHTIME MEALS FOR SENIORS AT THE PERRY PARK AND VETERANS PARK SENIOR CENTERS FOR THE TERM OCTOBER 1, 2025 TO SEPTEMBER 30, 2026

EXECUTIVE SUMMARY

The City of Redondo Beach has provided low-cost, weekly senior lunch meals at Perry Park through a partnership with MBM Hospitality, Inc. (MBM) since October 2024. Due to the program's success, the City Council allocated additional funding in the FY 2025-26 Budget to add a second meal service location. Staff recommends that the City Council approve the proposed Agreement with MBM to continue the senior lunch program at Perry Park and expand it to the Veterans Park Senior Center. The proposed Agreement would cover the period October 1, 2025 through September 30, 2026. The per-meal cost would increase by 8.5% to \$14.27, but the new agreement no longer includes a delivery fee (which was \$35 per meal service or roughly \$1.40 per meal last year), so the total cost of the program is similar year-over-year and is within the approved budget.

BACKGROUND

In October 2024, the City began its partnership with MBM to provide weekly lunchtime meals for seniors at the Perry Park Senior Center. The program offers a hot or cold lunch, selected from a curated menu, at a cost of \$4 per meal for participants. The remaining cost is subsidized by the City. The program has been highly successful, with most meal days reaching the capacity of 25 participants. As a result, the City Council allocated an additional \$11,000 in the FY 2025-26 budget to expand the program to another senior center location.

Attached is a proposed Agreement with MBM to provide weekly lunchtime meals at both Perry Park Senior Center and Veterans Park Senior Center. The Agreement also includes flexibility to substitute the Anderson Park Senior Center for the Veterans Park Senior Center, if it is determined that participation and community engagement would be stronger and more consistent at the alternative location.

The proposed agreement with MBM covers a one-year term from October 1, 2025 to September 30, 2026. The secondary location would begin meal service upon execution of the Agreement. MBM would provide lunchtime meals at least one day per week at up to two senior center locations. Under the new agreement, the per-meal cost would increase slightly from \$13.14 to \$14.27. However, the daily delivery fee has been eliminated, keeping the overall program costs within the allocated budget.

H.9., File # 25-1521 Meeting Date: 11/18/2025

Staff recommends the City Council approve the Agreement with MBM to provide lunchtime senior meals at two senior center locations.

COORDINATION

The Community Services Department developed this report and coordinated preparation of the Agreement with the City Attorney's Office.

FISCAL IMPACT

There are sufficient funds in the Community Services Department's FY 2025-26 Operating Budget to support the meal program.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

• Agmt - MBM Hospitality, Inc. with Insurance

AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND MBM HOSPITALITY, INC.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and MBM Hospitality, Inc., a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. <u>Description of Project or Scope of Services</u>. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. <u>Term and Time of Completion</u>. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. <u>Compensation</u>. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. <u>Insurance</u>. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

* * * * *

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. <u>Brokers</u>. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. <u>City Property</u>. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable,

Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

- 4. <u>Inspection</u>. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
- 5. <u>Services</u>. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
- 6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
- 7. <u>Changes and Extra Work</u>. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

- 8. <u>Additional Assistance</u>. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
- 9. <u>Professional Ability</u>. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
- 10. <u>Business License</u>. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
- 11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
- 12. <u>Termination in the Event of Default</u>. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate

this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

- 13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
- 14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. <u>Nonwaiver of Rights</u>. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. <u>Waiver of Right of Subrogation</u>. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

- 15. <u>Insurance</u>. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 16. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
- 18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. <u>Limitations upon Subcontracting and Assignment</u>. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged

buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 20. <u>Subcontractors</u>. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 21. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 22. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 23. <u>Conflicting Provisions</u>. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
- 24. <u>Non-Exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
- 25. <u>Exhibits</u>. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 26. Time of Essence. Time is of the essence of this Agreement.
- 27. <u>Confidentiality</u>. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
- 28. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

- 29. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 30. <u>Attorneys' Fees</u>. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 31. <u>Claims</u>. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
- 32. <u>Interpretation</u>. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
- 34. <u>Severance</u>. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- 35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. <u>Waiver</u>. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 18th day of November, 2025.

CITY OF REDONDO BEACH, a chartered municipal corporation	MBM HOSPITALITY, INC., a California corporation
James A. Light, Mayor	By: By: Book Date of the State of the Stat
ATTEST:	APPROVED:
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager
APPROVED AS TO FORM:	
Joy A. Ford, City Attorney	

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

A. CONTRACTOR'S DUTIES

Contractor shall:

- 1. Provide a minimum of twenty (20) lunchtime meals at least one day per week at the Perry Park Senior Center, located at 2308 Rockefeller Lane, Redondo Beach, CA 90278.
- 2. Provide a minimum of twenty (20) lunchtime meals at least one day per week at one of the two following locations:
 - a. Veterans Park Senior Center, located at 301 Esplanade, Redondo Beach, CA 90277; or
 - b. Anderson Park Senior Center, located at 2229 Ernest Avenue, Redondo Beach, CA 90278
- 3. By the 15th of each month, coordinate meal delivery and proposed meal service schedule for the following month (dates, locations, delivery times, and menu). The City will review and either approve or request reasonable changes; final schedule to be mutually agreed in writing.
- 4. Provide a weekly mix of prepackaged, hot and cold meals each week based on seasonal offerings and product availability. Menu options shall include:

HOT MEALS

Thai white fish with steamed broccoli & garlic red potatoes

Italian sausage and pepper hot sandwich with garlic aioli and Melton cheddar with roasted potatoes & buttered carrots

Beef ravioli marinara with a whole wheat roll and butter & sauteed zucchini

Shredded salsa verde port with street-style flour tortillas & roasted carrot coins

Chicken parmesan with whole wheat penne tossed with olive oil and Italian herbs & roasted zucchini

Pork kielbasa with rosemary roasted red potatoes & buttered green beans

Vegetable & cheese lasagna with a whole wheat roll and butter & roasted zucchini

Teriyaki tilapia with steamed brown rice & ginger carrots

Creamy lemon pepper chicken with brown rice & buttered green beans

COLD MEALS

Roasted turkey, cheddar & honey mustard croissant/grilled chicken, chipotle aioli & arugula brioche with baby carrots & ranch dip

Kale antioxidant salad tossed with BBQ ranch and topped with grilled chicken with a whole wheat roll & butter

Turmeric chicken salad sandwich mixed with crunchy celery, walnuts, grapes (halves) and baby arugula in a light garlic aioli, ciabatta role with a side salad with balsamic dressing

Soup & salad: tomato basil soup with a California fresh salad, ranch dressing, and a bread roll

Quinoa power salad with quinoa & dino kale, carrots, green onions, broccoli, fresh parsley, chickpeas, dried cranberries, pumpkin seeds, lemon juice, cumin, chili powder, honey, canola oil, and xanthan gum. (GF, DF, VEG.)

- 5. Contractor shall provide a full meal schedule for the City's review for the upcoming month no later than the 15th of the month prior. Any alterations will be made within the approved menu and City's approval will not be unreasonably withheld. The final meal schedule will be agreed upon by both parties.
- 6. Deliver meals no later than 10:45 am for an 11:00 am to 12:00 pm lunch service. If the City requests early delivery, Contractor shall provide the City with 24-hours' notice to ensure the availability of staff and facilities.

B. CITY'S DUTIES

City will:

- Reserve the right to change the meal service days and/or times. However, no changes to the meal service days and/or times will be made unless mutually agreed to in writing.
- 2. By the 15th of each month, confirm requested delivery locations and schedule for the following month, including dates, locations, delivery times, and menu.
- 3. Ensure that City staff is available to accept the delivery of meals on agreed dates, times, and locations.
- 4. Inform the Contractor at least five days prior to meal service of the number of meals requested for the upcoming week. Daily meal counts will range from a minimum of twenty (20) meals to a maximum of twenty-five (25) meals.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on October 1, 2025 and continue until September 30, 2026 unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- A. **AMOUNT**. Contractor shall receive \$14.27 per meal, which includes taxes and fees.
- B. **METHOD OF PAYMENT**. Contractor shall provide monthly invoices to City for approval and payment. Invoices must include the date of service, description of services, number of meals provided, cost per meal, total cost. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor shall submit invoice no later than the 5th of each month for activities held the month prior. Invoices shall be submitted to the Community Services Department at the address and party provided in Section D of this Exhibit "C". Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT**. City agrees to pay Contractor within thirty (30) days of receipt of invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Contractor: MBM Hospitality, Inc.

2303 W. 190th Street Torrance, CA 90504

Attention: Kristina Gerbrandt

City: City of Redondo Beach

Community Services Department

1922 Artesia Blvd.

Redondo Beach, CA 90278 Attention: Pamela Scott

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of \$4,000,000 shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chio Baldocchi **B2 Insurance Services** PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): (424)888-7660 (424)286-9400 1426 Aviation Blvd, Suite 203 chio@b2insurance.com ADDRESS: Redondo Beach, CA 90278 INSURER(S) AFFORDING COVERAGE License #: 0122551 NAIC # 24082 INSURER A : **Ohio Security Insurance Company** INSURED INSURER B: Infinity Select Insurance Company 20260 MBM Hospitality, Inc INSURER C: Liberty Insurance DBA: Made by Meg INSURER D: 2301 W 190th St Ste A INSURER E : Torrance, CA 90504-6006 INSURER F:

COVERAGES CERTIFICATE NUMBER: 00006836-0 REVISION NUMBER: 305

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	SER AND CONDITIONS OF SUCH FOLICIES. LIMITS SHOWN WAT HAVE BEEN REDUCED BY FAID CLAIMS.									
INSR LTR	NSR LTR TYPE OF INSURANCE		INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	Х	COMMERCIAL GENERAL LIABILITY	Υ	Υ	BKS67530922	05/05/2025	05/05/2026	EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:							Liquor Liability	\$	2,000,000
В	B AUTOMOBILE LIABILITY		Υ		50026190101	08/15/2025	02/15/2026	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY X SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	Χ	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	A X UMBRELLA LIAB X OCCUR				ESA67530922	05/05/2025	05/05/2026	EACH OCCURRENCE	\$	3,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	3,000,000
		DED RETENTION \$ 0							\$	
	WORKERS COMPENSATION							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A					E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
С	C Cyber/Data Breach				BKS67530922	05/05/2025	05/05/2026	Occurance		1,000,000
	_									
\vdash										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are added as additional insured under the blanket endorsement.

Coverage is Primary and non-contributory

30 day notice of cancellation

re: Senior Meals program					
CERTIFICATE HOLDER	CANCELLATION				
City of Redondo Beach 415 Diamond Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Redondo Beach, CA 90277	AUTHORIZED REPRESENTATIVE (CBB)				
	© 1988-2015 ACORD CORPORATION. All rights resei 212				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Blanket - As Required by Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

- A. The following is added to Paragraph C. Who Is An Insured:
 - 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Blanket - As Required by Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III – Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Administrative Report

H.10., File # 25-1480 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: EUGENE SOLOMON, CITY TREASURER

TITLE

RECEIVE AND FILE THE CITY TREASURER'S FIRST QUARTER, FISCAL YEAR 2025-26 REPORT

EXECUTIVE SUMMARY

Please see attached quarterly administrative report.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Administrative Report City Council, City Treasurer's First Quarter 2025-26 Report
- Investment Report Meeder Public Funds, September 30, 2025



Administrative Report

Date: November 18, 2025

To: MAYOR AND CITY COUNCIL

From: EUGENE SOLOMON, CITY TREASURER

Subject: CITY TREASURER'S FIRST QUARTER 2025-26 REPORT

EXECUTIVE SUMMARY

The City Treasurer manages the City's cash flows while earning a competitive rate of return on investments within the constraints of the City's investment policy and state law. This City Treasurer's report for the first quarter of fiscal year 2025-2026 details the composition of the investment portfolio and investment transactions that occurred during the period from July to September 2025. Meeder Investment serves as an investment advisor to the City Treasurer. The Meeder Investment report with this package includes a comprehensive analysis of the City's investment portfolio and investment market trends.

Notable sections of this report include:

- Treasurer's Portfolio Summary
- Investment Reporting Guidelines
- Investment Report by Meeder Investment
 - Portfolio Summary
 - Investment Policy Compliance Report
 - Investment Activity Report
 - Economic and Market Update

City Treasurer's Portfolio Summary

The market value of the City's general investment portfolio changed to \$72.91MM from \$90.28MM at the end of the prior quarter. This change in the investment portfolio resulted from anticipated fluctuations in cash flow trends for both general operations and the capital improvement program's revenue and spending.

Investment portfolio liquidity is 29.3% of the portfolio, having maturities of one year or less. The Bank of America General Fund Checking Account ending balance was \$11,795,033. It earned a rate of 2.9% to offset the expenses of banking support services.

QOQ Comparison of Investment Portfolio Positions

Portfolio positions at the end of each quarter are listed by investment type, dollar amount, and percentage mix of the overall general investment portfolio:

<u>Composition of Portfolio 2020-Present</u> Comparison of Investment Portfolio Positions

FY 2025-2026

	1st Quarter		2nd Quarter	3rd Quarter	4th Quarter	
Investment Type		%				
Cash in Banks	\$11,795,033	*				
Money Market	\$9,330,381	12.75%				
CAMP	\$12,401,737	16.95%				
Local Agency Investment Fund	\$108,917	0.15%				
Federal Agency Issues	\$24,834,595	33.94%				
Commercial Paper	\$0	0.00%				
Corporate Medium Term Notes	\$10,565,811	14.44%				
Bank Certificates of Deposit	\$0	0.00%				
Treasuries	\$15,928,128	21.77%				
Total: Investment Portfolio	\$73,169,570	100%				
Weighted Average Maturity (Yrs)	0.75					
Portfolio Effective Rate of Return	3.23%					
L.A.I.F. Yield	4.21%					
Yield on Benchmark	4.34%					
Interest earned YTD	\$575,653.23					
General Fund Contribution (60%)	\$345,392					

FY 2024-2025

Comparison of Investment Portfolio Positions F.Y. 2024-2025									
	1st Quarter		2nd Quarter		3rd Quarter		4th Quart		ter
Investment Type		%		%		%			
Cash in Banks	\$7,621,789	*	\$25,487,932	*	\$13,508,000	*	\$	9,865,121	*
Money Market	\$6,410,529	6.86%	\$125,864	0.17%	\$10,816,724	12.84%	\$	22,461,667	24.88%
Local Agency Investment Fund	\$104,103	0.11%	\$105,337	0.14%	\$106,563	0.13%	\$	107,737	0.12%
Federal Agency Issues	\$35,668,724	38.19%	\$31,704,178	41.47%	\$28,743,576	33.69%	\$	24,794,460	27.18%
Commercial Paper	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$	-	0.00%
Corporate Medium Term Notes	\$12,463,061	13.35%	\$12,495,672	16.69%	\$12,527,582	14.93%	\$	10,548,423	11.74%
Bank Certificates of Deposit	\$247,995	0.27%	\$0	0.00%	\$0	0.00%	\$	-	0.00%
Treasuries	\$38,496,825	41.22%	\$31,755,588	41.53%	\$32,804,960	38.41%	\$	32,890,362	36.09%
Total: Investment Portfolio	\$93,391,237	100%	\$76,186,640	100.0%	\$84,999,404	100.00%	\$	90,802,649	100.00%
Weighted Average Maturity (Yrs)	1.45		1.46		1.12			0.76	
Portfolio Effective Rate of Return (YTD)	3.21%		3.08%		3.26%			3.07%	
L.A.I.F. Yield	4.58%		4.52%		4.31%			4.27%	
Yield on Benchmark	4.21%		4.38%		4.45%			4.40%	
Interest earned YTD	\$615,313.46		\$1,070,841.28		\$1,604,265		\$	2,793,124	
General Fund Contribution (60%)	\$369,188		\$642,505	•	\$962,559		\$	1,675,874	

FY 2023-2024

	Comparison of Investment Portfolio Positions F.Y. 2023-2024									
	1st Quarter		2nd Qua	2nd Quarter		3rd Quarter		rter		
Investment Type		%								
Cash in Banks	\$6,469,818	*	13,256,219	*	\$11,755,717	*	\$ 10,560,379.31	*		
Money Market	\$8,733,993	8.78%	\$19,612,340	19.53%	\$15,881,678	15.37%	\$ 18,202,927.12	16.95%		
Local Agency Investment Fund	\$98,106	10.00%	\$100,842	0.10%	\$101,853	0.10%	\$ 102,941.43	0.10%		
Federal Agency Issues	\$49,969,031	50.24%	\$48,017,978	47.81%	\$48,066,986	46.52%	\$ 46,615,560.54	43.42%		
Commercial Paper	\$0	0.00%	\$0	0.00%	\$0	0.00%	\$ -	0.00%		
Corporate Medium Term Notes	\$6,905,358	6.94%	\$2,921,402	2.91%	\$4,468,652	4.32%	\$ 8,405,345.37	7.83%		
Bank Certificates of Deposit	\$991,797	1.00%	\$991,856	0.99%	\$991,914	0.96%	\$ 247,964.77	0.23%		
Treasuries	\$32,755,612	32.94%	\$28,785,152	28.66%	\$33,811,331	32.72%	\$ 33,785,898.60	31.47%		
Total: Investment Portfolio	\$99,453,897	100%	\$100,429,570	100.0%	\$103,322,415	100.00%	\$ 107,360,637.83	100.00%		
Weighted Average Maturity (Yrs)	1.96		1.73		1.54		1.39			
Portfolio Effective Rate of Return (YTD)	2.82%		2.96%		2.71%		2.78%			
L.A.I.F. Yield	3.55%		3.93%		4.25%		4.33%			
Yield on Benchmark	2.66%		3.10%	•	3.53%		3.95%	•		
Interest earned YTD	\$675,178.00		\$1,260,353.00		\$2,023,050		\$2,773,041	•		
General Fund Contribution (60%)	\$405,107		\$756,212		\$1,213,830		\$1,663,824.86			

FY 2022-2023

Comparison of Investment Portfolio Positions F.Y. 2022-2023										
	1st Quart	arter 2nd Quarter		uarter	3rd Quai	rter	4th Quarter			
Investment Type		%								
Cash in Banks	\$10,955,229	*	9,223,658	*	\$6,359,470	*	\$ 9,742,075	*		
Money Market	\$0	0.0%	\$5,149,678	4.38%	\$13,392,052	11.33%	\$ 8,931,843	7.80%		
Local Agency Investment Fund	\$16,071,480	14.5%	\$27,137,556	23.1%	\$5,225,372	4.42%	\$ 1,087,813	0.95%		
Federal Agency Issues	\$53,439,957	48.3%	\$47,448,367	40.4%	\$56,867,881	48.12%	\$ 56,918,780	49.70%		
Commercial Paper	\$0	0.0%	\$0	0.0%	\$0	0.00%	\$0	0.00%		
Corporate Medium Term Notes	\$6,981,521	6.3%	\$8,847,387	7.5%	\$8,866,737	7.50%	\$ 8,885,872	7.76%		
Bank Certificates of Deposit	\$1,239,564	1.1%	\$991,622	0.8%	\$991,680	0.84%	\$ 991,738	0.87%		
Treasuries	\$32,895,368	29.7%	\$27,910,842	23.8%	\$32,831,737	27.78%	\$ 37,713,483	32.93%		
Total: Investment Portfolio	\$110,627,890	100%	\$117,485,452	100.0%	\$118,175,459	100.00%	\$ 114,529,529	100.00%		
Weighted Average Maturity (Yrs)	1.99		1.72		1.97		1.91			
Portfolio Effective Rate of Return (YTD)	1.51%		1.71%		2.10%		2.29%			
L.A.I.F. Yield	1.60%		2.17%		2.83%		3.17%			
Yield on Benchmark	0.97%		1.38%		1.76%		2.19%			
Interest earned YTD	\$425,011.78		\$952,194.05		\$1,695,368		\$2,435,724			
General Fund Contribution (60%)	\$255,007		\$571,316.00		\$1,017,221		\$1,461,434.40			

FY 2021-2022

Comparison of Investment Portfolio Positions F.Y. 2021-2022										
	1st Quart	ter	2nd Quarter		3rd Quarter		4th Quai	rter		
Investment Type		%		%		%				
Cash in Banks & Money Markets	\$11,834,546	*	\$11,833,288	*	\$14,063,300	*	\$ 15,087,417	*		
Local Agency Investment Fund	\$9,000,500	10.7%	\$20,012,320	21.9%	\$20,018,196	20.81%	\$ 20,033,972	18.43%		
Federal Agency Issues	\$30,579,369	36.3%	\$30,574,250	33.5%	\$40,569,151	42.18%	\$ 45,564,006	41.92%		
Commercial Paper	\$0	0.0%	\$0	0.0%	\$0	0.00%	\$0	0.00%		
Corporate Medium Term Notes	\$15,948,457	19.0%	\$15,957,757	17.5%	\$10,963,900	11.40%	\$ 8,974,595	8.26%		
Bank Certificates of Deposit	\$1,735,250	2.1%	\$1,735,339	1.9%	\$1,735,425	1.80%	\$ 1,239,505	1.14%		
Treasuries	\$26,896,065	32.0%	\$22,894,191	25.1%	\$22,899,581	23.81%	\$ 32,878,387	30.25%		
Total: Investment Portfolio	\$84,159,641	100%	\$91,173,857	100.0%	\$96,186,253	100.00%	\$ 108,690,464	100.00%		
Weighted Average Maturity (Yrs)	2.06		1.81		2.03		1.92			
Portfolio Effective Rate of Return (YTD)	2.24%		1.90%		1.53%		1.47%			
L.A.I.F. Yield	0.21%		0.21%		0.22%		0.86%			
Yield on Benchmark	0.76%		0.62%		0.59%		0.68%			
Interest earned YTD	\$497,915.05		\$817,147		\$1,021,840		\$1,342,113			
General Fund Contribution (60%)	\$298,749		\$490,288		\$613,104		\$805,267.80			

FY 2020-2021

	Comparison	of Investmen	t Portfolio Positio	ns F.Y. 2020-2	2021			
	1st Quarter		2nd Qua	2nd Quarter		3rd Quarter		ter
Investment Type		%		%				
Cash in Banks & Money Markets	\$10,855,843	*	\$10,000,681	*	\$5,180,168	*	\$10,538,424	*
Local Agency Investment Fund	\$7,004,742	9.6%	\$15,028,642	19.7%	\$15,039,065	18.30%	\$23,055,498	26.1%
Federal Agency Issues	\$34,598,183	47.2%	\$34,593,480	45.3%	\$34,588,776	42.00%	\$30,054,073	34.7%
Commercial Paper	\$0	0.0%	\$0	0.0%	\$0	0.00%	\$0	0.0%
Corporate Medium Term Notes	\$20,903,182	28.5%	\$20,915,171	27.4%	\$21,927,159	26.70%	\$18,937,844	21.5%
Bank Certificates of Deposit	\$2,726,898	3.7%	\$1,734,986	2.3%	\$1,735,073	2.10%	\$ 1,735,161	2.0%
Treasuries	\$8,053,427	11.0%	\$4,041,832	5.3%	\$8,985,108	10.90%	\$13,890,876	15.7%
Total: Investment Portfolio	\$73,286,432	100.0%	\$76,314,111	100.0%	\$82,275,181	100.00%	\$88,203,451	100.0%
Weighted Average Maturity (Yrs)	1.97		1.68		1.69		1.63	
Portfolio Effective Rate of Return (YTD)	2.10%		2.12%		2.07%		2.00%	
L.A.I.F. Yield	0.68%		0.54%		0.36%		0.26%	
Yield on Benchmark	1.67%		1.45%		1.21%		0.97%	
Interest earned YTD	\$430,578.83		\$815,051		\$1,198,761		\$1,574,081	
General Fund Contribution (49%)	\$210,984		\$399,375		\$587,393		\$771,300	

Yields: The book yield of the portfolio is 3.14%. The effective rate of return for the fiscal year to date is 3.23%. The book yield is a snapshot on a specific day whereas the effective rate of return is annualized return generated for the period.

Investment Portfolio Performance vs. Benchmark: At the end of the quarter, the yield on the City's general investment portfolio was 3.14%. This yield provided a 120 basis point disadvantage to the yield provided by the investment portfolio benchmark, U.S. Treasury Note 0-5 year index (30 month moving average), which yielded 4.34%. The 30-month moving average is used to represent a market rate of return.

Mark to Market: The City Treasurer compares market values of the portfolio holdings to their original cost. At the close of the quarter, the net asset value is \$0.99. That means the Market Value is slightly below the cost of investments. The difference between the book value (cost) of investments at \$73,169,570 and the current market value at \$72,913,175 is \$-256,395.

Cash in Banks:

	As of 9/30/2025
O	\$ 11,795,033.20
General Fund	
	\$ 1,316,549.96
Workmen's Compensation Fund	
	\$ 1,407,061.95
Successor Agency of RDA	
	\$ 7,614.40
Trust Account	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	\$ 2,612,232.12
Housing Authority BLKPNDG	Ψ 2,012,202.12
Tiodsing / deficitly BEIG 14BC	¢ 2 502 950 10
Fire are alice or A cutte a mite.	\$ 3,502,850.10
Financing Authority	
	\$ 1,055.18
Parking Authority	
	\$ 1,824,049.35
Measure R Local Return	
	\$ 114,440.80
City of Redondo Beach - FSA	ψ · · · · · · · · · · · · · · · · · · ·
ony or reading beach 1 or t	
Total	¢22 500 007 00
Total	\$22,580,887.06

All Agency, Authority, and Miscellaneous Funds in Banks

Bank Account Descriptions

General Fund - 201

Into the City's general checking account are deposited most of the City's revenue, including General Fund taxes, grant revenue (except that for the Housing Authority),

Harbor Enterprise rental income, and sewer fees. From the general checking account are automatic transfers to the payroll and warrant accounts (as payments clear the bank) and purchases of investments.

Workmen's Compensation Fund - 210

A Bank of America checking account has been established for the payment of workers' compensation claims. The City's third-party administrator, AdminSure, writes the checks from this account on the City's behalf. Monthly, the City replenishes the account with a City Council-approved accounts payable check.

Successor Agency of RDA - 213 / Successor Agency of RDA - 694

The Successor Agency to the former Redevelopment Agency maintains both a Bank of America checking account (with a larger balance) and a Bank of America interest checking account (with a smaller balance). A few years ago, the bank changed the accounts to this structure from a checking account and a savings account. The checking account activity reflects biannual deposits of Redevelopment Property Tax Trust Fund (RPTTF) revenue as a result of the Recognized Obligation Payment Schedule (ROPS) process, whereby the City reports to the Department of Finance the amount of funding necessary to make its Redevelopment Agency debt service payments (together with the applicable administrative costs). Those debt service payments are then made from this checking account, and the administrative cost reimbursement is transferred to the City's general checking account. The activity in the interest checking account is currently only deposits of interest earned.

Trust Account - 212

The Police Department deposits bail money into this checking account and then transfers these funds to the courts by way of checks. The balance of the account has been \$7,364.40 for several years, but it could be higher at the end of the month/quarter if a check is outstanding at the time.

Housing Authority – 207/Housing Authority – 023

The Housing Authority maintains both a checking account and a government money market savings account. Into the checking account are deposited grant funds from HUD for the operation of the Fair Housing and Section 8 housing programs. Payments to landlords are then made monthly from this account, and periodically, a check is written to the City as reimbursement for administrative costs paid by the City on the Housing Authority's behalf. The activity in the government money market savings account is currently only deposits of interest earned.

Financing Authority -168

The Community Financing Authority (CFA), a joint powers authority of the City and the Parking Authority, was formed January 31, 2012 when the Kincaid's Restaurant lease was transferred from the Public Financing Authority (PFA), a joint powers authority of the City and the Redevelopment Agency, upon the Redevelopment Agency's elimination by the State. The Financing Authority checking account is used for the lease-related

transactions, including rental income, loan payments, sewer user fees, and possessory interest property tax payments.

Parking Authority - 675

The Parking Authority was established on March 3, 1969, under the provisions of the Streets and Highways Code of the State of California. Its primary purpose has been to provide public off-street parking within the City. The Parking Authority is currently inactive, with a little more than \$5,000 remaining in a Bank of America interest checking account and a little less than \$5,000 remaining in a LAIF account from its previous activities.

Measure R Local Return - 874

Measure R monies come from a 2008 voter-approved ½ cent sales tax levied within Los Angeles County for public transportation purposes. Per a Los Angeles County Metropolitan Transportation Authority (LACMTA) audit recommendation, Measure R monies are to be maintained in a separate bank account. Because expenditures from the Measure R Fund (primarily for capital improvement projects) are paid through the City's accounts payable system and "General Fund" bank account, this separate Measure R Local Return interest checking account is funded by periodic transfers from the "General Fund" bank account instead of Measure R monies being deposited directly to the account.

City of Redondo Beach - FSA - 825

The City contracts with Sterling to offer its employees Flexible Spending Accounts (FSAs), which allow the employees to set aside, before taxes, a portion of their yearly income to pay for qualified medical and/or dependent care expenses. These funds withheld from the employees' paychecks are transferred to this separate checking account each pay period. The medical and dependent care expenses are then paid by Sterling from this account.

LAIF Balances:

LAIF ACCOUNT SEPTEMBER 2025

ACCOUNT NAMES	
GENERAL ACCOUNT	\$ 108,917.25
SUCCESSOR AGENCY FOR RDA	\$ 2,080,750.02
PUBLIC FINANCING AUTHORITY	\$ 2,198,543.35
PARKING AUTHORITY	\$ 5,763.64
Total:	\$ 4,393,974.26

Trading Activity

During the quarter, the City purchased zero securities. Also, six securities were redeemed.

Fiscal Impact

Interest earned year to date is \$575,653 for the entire portfolio. The General Fund contribution rate of our investment portfolio is approximately 60% of the total interest earned, thus contributing approximately \$345,392 to the General Fund through investment activity. Budgeted contribution of interest to the general fund for the entire fiscal year is \$1,500,000.

Investment Reporting Guidelines

The first quarter reporting indicates a "Not Compliant" alert in the City's Corporate Issuer Concentration section. The Treasurer's Office has investigated this alert and resolved this reporting as a feature within the Clearwater reporting system not reflective of descriptions within our Investment Policy, Government Code, and GFOA guidelines

The Corporate Issue Concentration limits are in compliance based on the date of purchase, which is in line with our Investment Policy requirements. (City Investment Policy Section 21)

Please note the following additional guidelines from the Government Finance Officers Association *Financial Management Checklists for Elected Officials.*

Always remember whose money it is (it's the community's, not yours)—and act accordingly in a responsible stewardship capacity.

The generally accepted objectives in managing public funds, in priority order, are:

- Safety
- Liquidity
- Yield

An investment manager's objective is to earn a reasonable rate of return on the city's investments, while preserving capital in the overall portfolio. It should *never* be an investment manager's goal to earn *maximum* returns on the city's portfolio, as this would expose the city to an unacceptable level of risk. Failures in public investing occur when either:

- Policies were not clear.
- Policies were inappropriate.
- Policies were not followed.
- Oversight was inadequate.

Questions to Ask:

- Do you review the investment policy?
- Do you understand the city's investment program?
- Do you receive and review periodic investment reports?
- Are they clear, concise? Are they readable? Do you fully understand them? (If

you can't, this is more likely to be because they've been presented poorly, and may reflect problems, than any "technical" problems with your ability to understand them because it's too "complex." First, it's the job of your staff to make them readable and understandable; and secondly, if the city's portfolio is genuinely that complex, perhaps it shouldn't be.)

- Are there lots of investments and transactions? Why? Most cities do not have portfolios that justify "active" management with lots of sales, purchases, and trades.
- Are your investments diversified? Or have you placed "all of your eggs in one basket?"
- What ongoing oversight is there? By whom?

Submitted by: Eugene Solomon, City Treasurer

City of Redondo Beach

Investment Report

As of September 30, 2025



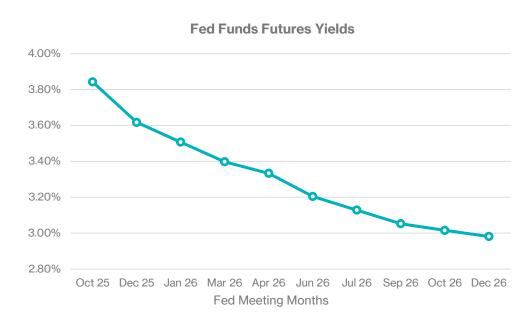


OBSERVATIONS AND EXPECTATIONS



- Fed lowered the Fed Funds rate by .25% at the September 17th meeting
- Labor market continued to show signs of slowing as 22,000 jobs were created in September
- U.S. Treasury rates were generally lower for the month of September
- GDP rebounded in Q2 to 3.8% from the tariff-induced decline of -0.5% in Q1
- Atlanta Fed's GDPNow forecast is projecting a 3.9% GDP for Q3
- The futures market and the Fed are expecting two more .25% cuts this year;
 more cuts in 2026

- The Fed Funds futures market is expecting the Fed Funds rate to end 2025 at about 3.6% and 2026 at approximately 3.0%.
- The Fed is watching both of their mandates (employment and inflation) closely to determine the path of Fed Funds. They say the risk is more tilted to slower job growth.

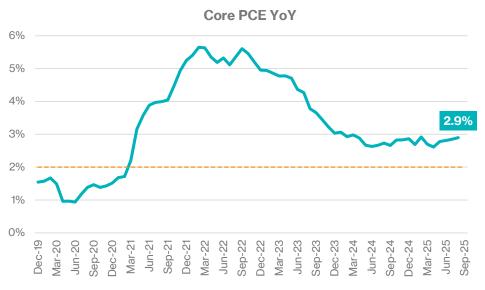




- The current unemployment rate of 4.3% has moved up from earlier this year but remains low by historical standards.
- Lower immigration during 2025 has clouded the conclusions from lower nonfarm payrolls.
- Economists estimate not as many jobs are needed as compared to the previous few years to keep the unemployment rate low.

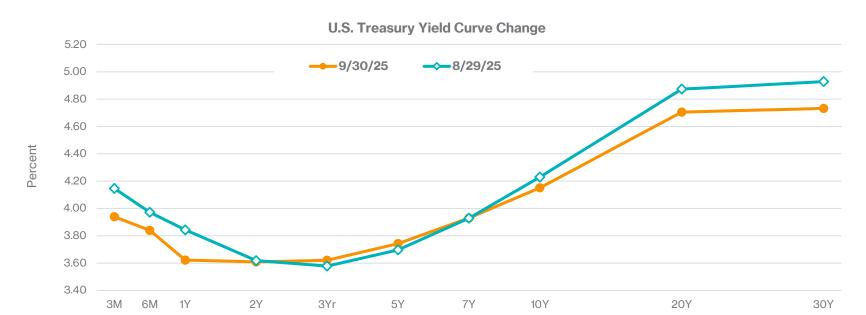
SOURCES: BLOOMBERG

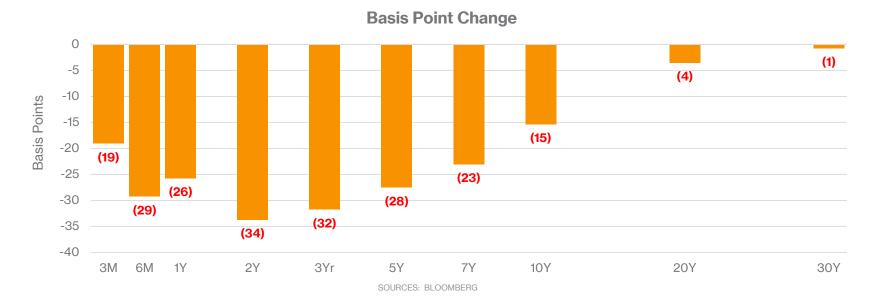




- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge.
- Core excludes food and energy components, which generally make the series less volatile.
- Core PCE YoY is currently at 2.9% and has been above the Fed's 2% target for 54 consecutive months.









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Portfolio Summary

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Weighted Average Yield to Maturity

0.75

Weighted Average Maturity (Years)

0.71

Portfolio Effective Duration (Years)

0.75

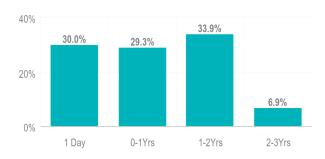
Weighted Average Life (Years)

Average Credit Rating

Portfolio Position

Par Value	\$73,451,036
Principal Cost	\$72,463,244
Book Value	\$73,169,570
Market Value	\$72,913,175
Unrealized Gain/Loss	(\$256,395)
Accrued Interest	\$319,802

Maturity Distribution



Sector Allocation



•	U.S. Agencies	33.86%
•	U.S. Treasuries	21.61%
•	LGIP	17.16%
•	Corporate Bonds	14.57%
•	Money Market Funds	12.80%



Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
LGIP	12,510,654.41	12,510,654.41	12,510,654.41	17.16%	1	4.36
Money Market Funds	9,330,381.22	9,330,381.22	9,330,381.22	12.80%	1	3.97
U.S. Treasuries	16,000,000.00	15,759,335.97	15,928,128.00	21.61%	205	1.30
U.S. Agencies	25,010,000.00	24,691,141.30	24,834,595.39	33.86%	533	2.76
Corporate Bonds	10,600,000.00	10,621,662.00	10,565,810.92	14.57%	334	4.57
TOTAL	73,451,035.63	72,913,174.90	73,169,569.94	100.00%	274	3.14
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		3,261.46	3,261.46			
TOTAL CASH AND INVESTMENTS	73,451,035.63	72,916,436.36	73,172,831.40		274	3.14
TOTAL EARNINGS						
	CURRENT MONTH					
	205,331.14					



Compliance Overview

RULENAME	POLICY LIMIT	ACTUAL VALUE	COMPLIANCE STATUS
PORTFOLIO CONCENTRATION			
CD (Negotiable or Non-Negotiable) Concentration	30.0	0.0	Compliant
CP Concentration	25.0	0.0	Compliant
Corporates Concentration	30.0	14.4	Compliant
Govt. MMF Concentration	20.0	12.7	Compliant
JPA Concentration	20.0	0.0	Compliant
Supranational Concentration	15.0	0.0	Compliant
ISSUER CONCENTRATION			
Agency Issuer Concentration	40.0	16.4	Compliant
CP Issuer Concentration	5.0	0.0	Compliant
Corporate Issuer Concentration	5.0	5.5	Not Compliant
Govt. MMF Issuer Concentration	20.0	12.7	Compliant
Non-Negotiable CD Issuer Concentration	30.0	0.0	Compliant
Supranational Issuer Concentration	5.0	0.0	Compliant
MATURITY			
CD (Negotiable or Non-Negotiable) Maturity	5.0	0.0	Compliant
CP Maturity (Days)	270.0	0.0	Compliant
Corporates Maturity	5.0	1.5	Compliant
Supranational Maturity	5.0	0.0	Compliant
US Agency Obligation Maturity	5.0	2.4	Compliant
US Treasury Obligations Maturity	5.0	1.4	Compliant
CREDIT QUALITY			
CP Rated A-1/P-1/F-1 by 1 NRSRO			Compliant
Corporates Rated A-/A3/A- by 1 NRSRO			Compliant
Supranational Rated AA/Aa2/AA by 1 NRSRO			Compliant



Allocation by Rating



•	AAA	29.81%
•	AA+	55.48%
•	A+	6.33%
•	А	8.24%
•	NA	0.15%



Rating Distribution

SHORT TERM, MONEY MARKET FUNDS, & LGIPS RATINGS

	MARKET VALUE	ALLOCATION
AAA	21,732,118.38	29.81%
NA	108,917.25	0.15%
TOTAL	21,841,035.63	29.95%

LONG TERM RATINGS

GRAND TOTAL	72,913,174.90	100.00%
TOTAL	51,072,139.27	70.05%
A	6,006,460.00	8.24%
A+	4,615,202.00	6.33%
AA+	40,450,477.27	55.48%
	MARKET VALUE	ALLOCATION



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELDTO	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF REDONDO BEACH, CA	DESCRIPTION	DATE	PAN VALUE	INTEREST	TOTALCOST	MATORITI	DATE	WATORITY	MARKET VALUE	BOOK VALUE	101.0	RATING
LGIP												
CALAIF	California LAIF	09/30/2025 09/30/2025	108,917.25	108,917.25 0.00	108,917.25	4.21		1	1.00 108,917.25	0.00 108,917.25	0.15	NA
CAMPPOOL	California Asset Mgmt Program	09/30/2025 09/30/2025	12,401,737.16	12,401,737:16 0.00	12,401,737.16	4.36		1	1.00 12,401,737.16	0.00 12,401,737.16	17.01	AAA
LGIP TOTAL			12,510,654.41	12,510,654.41 0.00	12,510,654.41	4.36		1	1.00 12,510,654.41	0.00 12,510,654.41	17.16	AAA
MONEY MARKET FUNDS												
31846V542	FIRST AMER:TRS OBG;Z	09/30/2025 09/30/2025	9,330,381.22	9,330,381.22 0.00	9,330,381.22	3.97		1	1.00 9,330,381.22	0.00 9,330,381.22	12.80	Aaa AAA
MONEY MARKET FUNDS TOTAL			9,330,381.22	9,330,381.22 0.00	9,330,381.22	3.97		1	1.00 9,330,381.22	0.00 9,330,381.22	12.80	AAA
U.S. TREASURIES												
91282CAT8	US TREASURY 0.250 10/31/25	02/17/2021 02/17/2021	2,000,000.00	1,976,953.14 0.00	1,976,953.14	0.50	10/31/2025	31	99.67 1,993,437.50	(6,158.71) 1,999,596.21	2.73	Aa1 AA+
91282CAT8	US TREASURY 0.250 10/31/25	02/03/2021 02/03/2021	2,000,000.00	1,985,156.26 0.00	1,985,156.26	0.41	10/31/2025	31	99.67 1,993,437.50	(6,304.54) 1,999,742.04	2.73	Aa1 AA+
91282CAZ4	US TREASURY 0.375 11/30/25	06/28/2021 06/28/2021	2,000,000.00	1,962,734.38 0.00	1,962,734.38	0.80	11/30/2025	61	99.39 1,987,734.38	(10,878.48) 1,998,612.86	2.73	Aa1 AA+
91282CAZ4	US TREASURY 0.375 11/30/25	02/23/2021 02/23/2021	1,000,000.00	991,250.00 0.00	991,250.00	0.56	11/30/2025	61	99.39 993,867.19	(5,830.49) 999,697.68	1.36	Aa1 AA+
91282CCF6	US TREASURY 0.750 05/31/26	06/28/2021 06/28/2021	1,000,000.00	993,437.50 0.00	993,437.50	0.89	05/31/2026	243	97.99 979,882.81	(19,232.38) 999,115.19	1.34	Aa1 AA+
91282CCP4	US TREASURY 0.625 07/31/26	08/09/2021 08/09/2021	2,000,000.00	1,990,625.00 0.00	1,990,625.00	0.72	07/31/2026	304	97.45 1,948,906.26	(49,527.92) 1,998,434.18	2.67	Aa1 AA+
9128282A7	US TREASURY 1.500 08/15/26	08/21/2024 08/22/2024	2,000,000.00	1,908,593.75 0.00	1,908,593.75	3.92	08/15/2026	319	98.07 1,961,406.26	1,671.50 1,959,734.76	2.69	Aa1 AA+
91282CCW9	US TREASURY 0.750 08/31/26	09/27/2021 09/27/2021	3,000,000.00	2,978,085.93 0.00	2,978,085.93	0.90	08/31/2026	335	97.32 2,919,726.57	(76,198.81) 2,995,925.38	4.00	Aa1 AA+
912828V98	US TREASURY 2.250 02/15/27	03/06/2025 03/07/2025	1,000,000.00	967,851.56 0.00	967,851.56	3.98	02/15/2027	503	98.09 980,937.50	3,667.81 977,269.69	1.35	Aa1 AA+
U.S. TREASURIES TOTAL			16,000,000.00	15,754,687.52 0.00	15,754,687.52	1.30		205	98.51 15,759,335.97	(168,792.03) 15,928,128.00	21.61	AA+
U.S. AGENCIES												
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	09/10/2024 09/11/2024	2,000,000.00	2,009,080.00 0.00	2,009,080.00	3.63	09/03/2026	338	100.06 2,001,280.00	(2,960.05) 2,004,240.05	2.74	Aa1 AA+
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	02/10/2023 02/10/2023	5,000,000.00	4,401,050.00 0.00	4,401,050.00	4.32	10/28/2026	393	96.92 4,845,750.00	19,051.80 4,826,698.20	6.65	Aa1 AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	12/30/2021 12/30/2021	2,000,000.00	2,000,000.00 0.00	2,000,000.00	1.37	12/30/2026	456	96.80 1,936,060.00	(63,940.00) 2,000,000.00	2.66	Aa1 AA+
3130AQLX9	FHLBANKS 2.500 01/27/27'26	01/27/2022 01/27/2022	10,000,000.00	10,000,000.00	10,000,000.00	1.37	01/27/2027	484	98.78 9,878,200.00	(121,800.00) 10,000,000.00	13.55	Aa1 AA+
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	05/06/2025 05/07/2025	1,010,000.00	1,011,126.76 3,261.46	1,014,388.22	3.81	04/07/2027	554	100.21 1,012,151.30	1,261.16 1,010,890.14	1.39	Aa1 AA+
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	02/14/2023 02/14/2023	5,000,000.00	4,984,750.00 0.00	4,984,750.00	3.94	02/14/2028	867	100.35 5,017,700.00	24,933.01 4,992,766.99	6.88	Aa1 AA+
U.S. AGENCIES TOTAL			25,010,000.00	24,406,006.76 3,261.46	24,409,268.22	2.76		533	98.74 24,691,141.30	(143,454.09) 24,834,595.39	33.86	AA+
CORPORATE BONDS												
91324PCV2	UNITEDHEALTH 3.100 03/15/26	01/31/2024 01/31/2024	2,600,000.00	2,526,498.00 0.00	2,526,498.00	4.51	03/15/2026	166	99.40 2,584,322.00	48.29 2,584,273.71	3.54	A2 A+
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	06/11/2024 06/12/2024	2,000,000.00	1,906,540.00 0.00	1,906,540.00	5.15	06/10/2026	253	99.08 1,981,660.00	14,070.28 1,967,589.72	2.72	A1 A
14913UANO	CTRPLLR FIN SERV 4.450 10/16/26 MTN	08/27/2024 08/28/2024	4,000,000.00	4,023,755.60 0.00	4,023,755.60	4.16	10/16/2026	381	100.62 4,024,800.00	13,194.09 4,011,605.91	5.52	A2 A
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	04/05/2024 04/05/2024	2,000,000.00	2,004,720.00 0.00	2,004,720.00	4.91	03/19/2027	535	101.54 2,030,880.00	28,538.42 2,002,341.58	2.79	A1 A+
CORPORATE BONDS TOTAL			10,600,000.00	10,461,513.60 0.00	10,461,513.60	4.57		334	100.21 10,621,662.00	55,851.08 10,565,810.92	14.57	А
CITY OF REDONDO BEACH, CA TOTAL			73,451,035.63	72,463,243.51 3,261.46	72,466,504.97	3.14		274	72,913,174.90	(256,395.04) 73,169,569.94	100.00	AA
GRAND TOTAL			73,451,035.63	72,463,243.51 3,261.46	72,466,504.97	3.14		274	72,913,174.90	(256,395.04) 73,169,569.94	100.00	AA



Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
CITY OF REDONDO BEACH, CA									
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	4,000,000.00	4,023,755.60	23,755.60	4,012,522.17	(916.26)	4,011,605.91	(12,149.69)	11,605.91
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	5,000,000.00	4,984,750.00	(15,250.00)	4,992,516.43	250.57	4,992,766.99	8,016.99	(7,233.01)
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	1,010,000.00	1,011,126.76	1,126.76	1,010,938.43	(48.29)	1,010,890.14	(236.62)	890.14
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	2,000,000.00	2,009,080.00	9,080.00	2,004,617.51	(377.45)	2,004,240.05	(4,839.95)	4,240.05
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00
3130AQLX9	FHLBANKS 2.500 01/27/27 '26	10,000,000.00	10,000,000.00	0.00	10,000,000.00	0.00	10,000,000.00	0.00	0.00
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	5,000,000.00	4,401,050.00	(598,950.00)	4,813,435.31	13,262.89	4,826,698.20	425,648.20	(173,301.80)
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	2,000,000.00	1,906,540.00	(93,460.00)	1,963,731.35	3,858.37	1,967,589.72	61,049.72	(32,410.28)
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	2,000,000.00	2,004,720.00	4,720.00	2,002,473.13	(131.55)	2,002,341.58	(2,378.42)	2,341.58
91282CFK2	UNITED STATES TREASURY 3.5 09/15/2025	5,000,000.00	4,908,007.80	(91,992.20)	4,998,637.19	1,362.81	0.00	91,992.20	0.00
91324PCV2	UNITEDHEALTH 3:100 03/15/26	2,600,000.00	2,526,498.00	(73,502.00)	2,581,414.38	2,859.33	2,584,273.71	57,775.71	(15,726.29)
91282CAT8	US TREASURY 0.250 10/31/25	2,000,000.00	1,985,156.26	(14,843.74)	1,999,484.07	257.96	1,999,742.04	14,585.78	(257.96)
91282CAT8	US TREASURY 0.250 10/31/25	2,000,000.00	1,976,953.14	(23,046.86)	1,999,192.42	403.79	1,999,596.21	22,643.07	(403.79)
91282CAZ4	US TREASURY 0.375 11/30/25	2,000,000.00	1,962,734.38	(37,265.62)	1,997,919.30	693.57	1,998,612.86	35,878.48	(1,387.14)
91282CAZ4	US TREASURY 0.375 11/30/25	1,000,000.00	991,250.00	(8,750.00)	999,546.53	151.16	999,697.68	8,447.68	(302.32)
91282CCP4	US TREASURY 0.625 07/31/26	2,000,000.00	1,990,625.00	(9,375.00)	1,998,279.15	155.03	1,998,434.18	7,809.18	(1,565.82)
91282CCF6	US TREASURY 0.750 05/31/26	1,000,000.00	993,437.50	(6,562.50)	999,005.50	109.69	999,115.19	5,677.69	(884.81)
91282CCW9	US TREASURY 0.750 08/31/26	3,000,000.00	2,978,085.93	(21,914.07)	2,995,559.39	365.98	2,995,925.38	17,839.45	(4,074.63)
9128282A7	US TREASURY 1.500 08/15/26	2,000,000.00	1,908,593.75	(91,406.25)	1,955,936.15	3,798.61	1,959,734.76	51,141.01	(40,265.24)
912828V98	US TREASURY 2.250 02/15/27	1,000,000.00	967,851.56	(32,148.44)	975,911.31	1,358.38	977,269.69	9,418.13	(22,730.31)
TOTAL		56,610,000.00	55,530,215.68	(1,079,784.32)	56,301,119.73	27,414.58	51,328,534.31	798,318.63	(281,465.69)
GRAND TOTAL	-	56,610,000.00	55,530,215.68	(1,079,784.32)	56,301,119.73	27,414.58	51,328,534.31	798,318.63	(281,465.69)



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
CITY OF REDONDO BEACH, CA									
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	2024-08-28	4,000,000.00	4,023,755.60	66,750.00	0.00	14,833.33	0.00	81,583.33
CAMPPOOL	California Asset Mgmt Program	2025-09-30	12,401,737.16	12,401,737.16	46,046.50	0.00	44,292.98	46,046.50	44,292.98
CALAIF	California LAIF	2025-09-30	108,917.25	108,917.25	0.00	0.00	0.00	0.00	0.00
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	2023-02-14	5,000,000.00	4,984,750.00	9,149.31	0.00	16,145.83	0.00	25,295.14
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	2025-05-07	1,010,000.00	1,011,126.76	15,655.00	0.00	3,261.46	0.00	18,916.46
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	2024-09-11	2,000,000.00	2,009,080.00	38,319.44	0.00	6,458.33	38,750.00	6,027.78
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	2021-12-30	2,000,000.00	2,000,000.00	4,642.78	0.00	2,283.33	0.00	6,926.11
3130AQLX9	FHLBANKS 2.500 01/27/27 '26	2022-01-27	10,000,000.00	10,000,000.00	23,611.11	0.00	20,833.33	0.00	44,444.44
31846V542	FIRST AMER:TRS OBG;Z	2025-09-30	9,330,381.22	9,330,381.22	36,908.96	0.00	30,834.69	36,908.96	30,834.69
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	2023-02-10	5,000,000.00	4,401,050.00	13,666.67	0.00	3,333.33	0.00	17,000.00
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	2024-06-12	2,000,000.00	1,906,540.00	11,925.00	0.00	4,416.67	0.00	16,341.67
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	2024-04-05	2,000,000.00	2,004,720.00	45,000.00	0.00	8,333.33	50,000.00	3,333.33
91282CAJ0	UNITED STATES TREASURY 0.25 08/31/2025	2021-06-28	0.00	0.00	2,500.00	0.00	0.00	2,500.00	0.00
91282CFK2	UNITED STATES TREASURY 3.5 09/15/2025	2023-02-10	0.00	0.00	80,842.39	0.00	6,657.61	87,500.00	0.00
91324PCV2	UNITEDHEALTH 3.100 03/15/26	2024-01-31	2,600,000.00	2,526,498.00	37,165.56	0.00	6,716.67	40,300.00	3,582.22
91282CAT8	US TREASURY 0.250 10/31/25	2021-02-17	2,000,000.00	1,976,953.14	1,684.78	0.00	407.61	0.00	2,092.39
91282CAT8	US TREASURY 0.250 10/31/25	2021-02-03	2,000,000.00	1,985,156.26	1,684.78	0.00	407.61	0.00	2,092.39
91282CAZ4	US TREASURY 0.375 11/30/25	2021-06-28	2,000,000.00	1,962,734.38	1,905.74	0.00	614.75	0.00	2,520.49
91282CAZ4	US TREASURY 0.375 11/30/25	2021-02-23	1,000,000.00	991,250.00	952.87	0.00	307.38	0.00	1,260.25
91282CCP4	US TREASURY 0.625 07/31/26	2021-08-09	2,000,000.00	1,990,625.00	1,086.96	0.00	1,019.02	0.00	2,105.98
91282CCF6	US TREASURY 0.750 05/31/26	2021-06-28	1,000,000.00	993,437.50	1,905.74	0.00	614.75	0.00	2,520.49
91282CCW9	US TREASURY 0.750 08/31/26	2021-09-27	3,000,000.00	2,978,085.93	11,312.15	0.00	1,864.64	11,250.00	1,926.80
9128282A7	US TREASURY 1.500 08/15/26	2024-08-22	2,000,000.00	1,908,593.75	1,385.87	0.00	2,445.65	0.00	3,831.52
912828V98	US TREASURY 2.250 02/15/27	2025-03-07	1,000,000.00	967,851.56	1,039.40	0.00	1,834.24	0.00	2,873.64
TOTAL			73,451,035.63	72,463,243.51	455,141.01	0.00	177,916.56	313,255.46	319,802.11
GRAND TOTAL			73,451,035.63	72,463,243.51	455,141.01	0.00	177,916.56	313,255.46	319,802.11



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
CITY OF REDONDO BEACH, CA											
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	4,000,000.00	4,012,522.17	4,011,605.91	10/16/2026	4.45	4.16	14,833.33	(916.26)	0.00	13,917.08
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	2,000,000.00	1,963,731.35	1,967,589.72	06/10/2026	2.65	5.15	4,416.67	3,858.37	0.00	8,275.03
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	2,000,000.00	2,000,000.00	2,000,000.00	12/30/2026	1.37	1.37	2,283.33	0.00	0.00	2,283.33
3130AQLX9	FHLBANKS 2.500 01/27/27 '26	10,000,000.00	10,000,000.00	10,000,000.00	01/27/2027	2.50	1.37	20,833.33	0.00	0.00	20,833.33
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	5,000,000.00	4,992,516.43	4,992,766.99	02/14/2028	3.88	3.94	16,145.83	250.57	0.00	16,396.40
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	2,000,000.00	2,004,617.51	2,004,240.05	09/03/2026	3.88	3.63	6,458.33	(377.45)	0.00	6,080.88
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	1,010,000.00	1,010,938.43	1,010,890.14	04/07/2027	3.88	3.81	3,261.46	(48.29)	0.00	3,213.17
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	5,000,000.00	4,813,435.31	4,826,698.20	10/28/2026	0.80	4.32	3,333.33	13,262.89	0.00	16,596.23
31846V542	FIRST AMER:TRS OBG;Z	9,330,381.22	8,563,172.26	9,330,381.22	09/30/2025	3.98	3.97	30,834.69	0.00	0.00	30,834.69
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	2,000,000.00	2,002,473.13	2,002,341.58	03/19/2027	5.00	4.91	8,333.33	(131.55)	0.00	8,201.78
9128282A7	US TREASURY 1.500 08/15/26	2,000,000.00	1,955,936.15	1,959,734.76	08/15/2026	1.50	3.92	2,445.65	3,798.61	0.00	6,244.26
912828V98	US TREASURY 2.250 02/15/27	1,000,000.00	975,911.31	977,269.69	02/15/2027	2.25	3.98	1,834.24	1,358.38	0.00	3,192.62
91282CAJ0	UNITED STATES TREASURY 0.25 08/31/2025	0.00	2,000,000.00	0.00	08/31/2025	0.25	0.76	0.00	0.00	0.00	0.00
91282CAT8	US TREASURY 0.250 10/31/25	2,000,000.00	1,999,484.07	1,999,742.04	10/31/2025	0.25	0.41	407.61	257.96	0.00	665.57
91282CAT8	US TREASURY 0.250 10/31/25	2,000,000.00	1,999,192.42	1,999,596.21	10/31/2025	0.25	0.50	407.61	403.79	0.00	811.40
91282CAZ4	US TREASURY 0.375 11/30/25	2,000,000.00	1,997,919.30	1,998,612.86	11/30/2025	0.38	0.80	614.75	693.57	0.00	1,308.32
91282CAZ4	US TREASURY 0.375 11/30/25	1,000,000.00	999,546.53	999,697.68	11/30/2025	0.38	0.56	307.38	151.16	0.00	458.54
91282CCF6	US TREASURY 0.750 05/31/26	1,000,000.00	999,005.50	999,115.19	05/31/2026	0.75	0.89	614.75	109.69	0.00	724.44
91282CCP4	US TREASURY 0.625 07/31/26	2,000,000.00	1,998,279.15	1,998,434.18	07/31/2026	0.63	0.72	1,019.02	155.03	0.00	1,174.05
91282CCW9	US TREASURY 0.750 08/31/26	3,000,000.00	2,995,559.39	2,995,925.38	08/31/2026	0.75	0.90	1,864.64	365.98	0.00	2,230.63
91282CFK2	UNITED STATES TREASURY 3.5 09/15/2025	0.00	4,998,637.19	0.00	09/15/2025	3.50	4.26	6,657.61	1,362.81	0.00	8,020.42
91324PCV2	UNITEDHEALTH 3.100 03/15/26	2,600,000.00	2,581,414.38	2,584,273.71	03/15/2026	3.10	4.51	6,716.67	2,859.33	0.00	9,575.99
CALAIF	California LAIF	108,917.25	108,917.25	108,917.25	09/30/2025	0.00	4.21	0.00	0.00	0.00	0.00
CAMPPOOL	California Asset Mgmt Program	12,401,737.16	12,357,444.18	12,401,737.16	09/30/2025	0.00	4.36	44,292.98	0.00	0.00	44,292.98
TOTAL		73,451,035.63	79,330,653.42	73,169,569.94		2.09	3.14	177,916.56	27,414.58	0.00	205,331.14



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
GRAND TOTAL		73,451,035.63	79,330,653.42	73,169,569.94		2.09	3.14	177,916.56	27,414.58	0.00	205,331.14



Transaction Statement

CITY OF REDONDO BEACH, CA								
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	08/31/2025	09/02/2025	91282CAJ0	UNITED STATES TREASURY 0.25 08/31/2025	(2,000,000.00)	0.00	2,000,000.00	0.00
	09/15/2025	09/15/2025	91282CFK2	UNITED STATES TREASURY 3.5 09/15/2025	(5,000,000.00)	5,000,000.00	5,000,000.00	0.00
MATURITY TOTAL					(7,000,000.00)	5,000,000.00	7,000,000.00	0.00



Income/Dividend Received

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
OUTSIDE HOLDINGS				
CAMPPOOL	California Asset Mgmt Program	08/31/2025	09/01/2025	46,046.50
OUTSIDE HOLDINGS - TOTAL				46,046.50
IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
USBANK				
91282CAJ0	UNITED STATES TREASURY 0.25 08/31/2025	08/31/2025	09/02/2025	2,500.00
91282CCW9	US TREASURY 0.750 08/31/26	08/31/2025	09/02/2025	11,250.00
31846V542	FIRST AMER:TRS OBG;Z	08/31/2025	09/02/2025	36,908.96
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	09/03/2025	09/03/2025	38,750.00
91324PCV2	UNITEDHEALTH 3.100 03/15/26	09/15/2025	09/15/2025	40,300.00
91282CFK2	UNITED STATES TREASURY 3.5 09/15/2025	09/15/2025	09/15/2025	87,500.00
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	09/19/2025	09/19/2025	50,000.00
US BANK - TOTAL				267,208.96
TOTAL				313,255.46



Contribution/Withdrawals and Expenses

	POST DATE	PAR VALUE	TOTAL
CITY OF REDONDO BEACH, CA			
WITHDRAWAL			
	09/12/2025	(6,500,000.00)	(6,500,000.00)
WITHDRAWAL TOTAL		(6,500,000.00)	(6,500,000.00)



Projected Cash FlowsFor the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	10/07/2025	19,568.75
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	10/16/2025	89,000.00
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	10/28/2025	20,000.00
91282CAT8	US TREASURY 0.250 10/31/25	10/31/2025	5,000.00
91282CAT8	US TREASURY 0.250 10/31/25	10/31/2025	661.75
OCT 2025 TOTAL			134,230.50
91282CAZ4	US TREASURY 0.375 11/30/25	11/30/2025	1,689.45
NOV 2025 TOTAL			1,689.45
91282CCF6	US TREASURY 0.750 05/31/26	12/01/2025	3,750.00
91282CAZ4	US TREASURY 0.375 11/30/25	12/01/2025	5,625.00
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	12/10/2025	26,500.00
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	12/30/2025	13,700.00
DEC 2025 TOTAL			49,575.00
3130AQLX9	FHLBANKS 2.500 01/27/27 '26	01/27/2026	125,000.00
JAN 2026 TOTAL			125,000.00
91282CCP4	US TREASURY 0.625 07/31/26	02/02/2026	6,250.00
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	02/17/2026	96,875.00
912828V98	US TREASURY 2.250 02/15/27	02/17/2026	11,250.00
9128282A7	US TREASURY 1.500 08/15/26	02/17/2026	15,000.00
FEB 2026 TOTAL			129,375.00
91282CCW9	US TREASURY 0.750 08/31/26	03/02/2026	11,250.00
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	03/03/2026	38,750.00
91324PCV2	UNITEDHEALTH 3.100 03/15/26	03/15/2026	15,726.29
91324PCV2	UNITEDHEALTH 3:100 03/15/26	03/16/2026	40,300.00
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	03/19/2026	50,000.00
MAR 2026 TOTAL			156,026.29
3133ETBV8	FED FARM CR BNKS 3.875 04/07/27	04/07/2026	19,568.75
14913UAN0	CTRPLLR FIN SERV 4.450 10/16/26 MTN	04/16/2026	89,000.00



Projected Cash FlowsFor the Period October 01, 2025 to September 30, 2026

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3134GW6C5	FREDDIE MAC 0.800 10/28/26 '25 MTN	04/28/2026	20,000.00
APR 2026 TOTAL			128,568.75
91282CCF6	US TREASURY 0.750 05/31/26	05/31/2026	884.81
MAY 2026 TOTAL			884.81
91282CCF6	US TREASURY 0.750 05/31/26	06/01/2026	3,750.00
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	06/10/2026	26,500.00
24422ETH2	JOHN DEERE CAP 2.650 06/10/26 MTN	06/10/2026	32,410.28
3130AQEC3	FHLBANKS 1.370 12/30/26 '25	06/30/2026	13,700.00
JUN 2026 TOTAL			76,360.28
3130AQLX9	FHLBANKS 2.500 01/27/27 '26	07/27/2026	150,000.00
91282CCP4	US TREASURY 0.625 07/31/26	07/31/2026	6,250.00
91282CCP4	US TREASURY 0.625 07/31/26	07/31/2026	1,565.82
JUL 2026 TOTAL			157,815.82
3133EPAV7	FED FARM CR BNKS 3.875 02/14/28	08/14/2026	96,875.00
9128282A7	US TREASURY 1.500 08/15/26	08/15/2026	40,265.24
912828V98	US TREASURY 2.250 02/15/27	08/17/2026	11,250.00
9128282A7	US TREASURY 1.500 08/15/26	08/17/2026	15,000.00
91282CCW9	US TREASURY 0.750 08/31/26	08/31/2026	4,074.63
91282CCW9	US TREASURY 0.750 08/31/26	08/31/2026	11,250.00
AUG 2026 TOTAL			178,714.87
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	09/03/2026	(4,240.05)
3133ERRW3	FED FARM CR BNKS 3.875 09/03/26	09/03/2026	38,750.00
89236TLY9	TOYOTA MOTOR CRD 5.000 03/19/27 MTN	09/21/2026	50,000.00
SEP 2026 TOTAL			84,509.95
GRAND TOTAL			1,222,750.72

Disclosure

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Bank of America Accounts & LAIF Accounts

Account	Checking	LAIF	Total
General Fund 001		108,917.25	108,917.25
General Fund 002	11,795,033.20	-	11,795,033.20
Parking Authority Fund 003	1,055.18	5,763.64	6,818.82
Housing Authority Fund 004	2,612,232.12	-	2,612,232.12
Redevelopment Agency Fund 005	1,407,061.95	2,080,750.02	3,487,811.97
Public Finance Authority Fund 006	3,502,850.10	2,198,543.35	5,701,393.45
Workmens-Comp Fund 007	1,316,549.96		1,316,549.96
Measure-R-Local-Return Fund 008	1,824,049.35		1,824,049.35
City of Redondo Beach-FSA Fund 009	114,440.80		114,440.80
Trust Account Fund 011	7,614.40		7,614.40
TOTAL			26,974,861.32

		In Com	pliance
Sector	Parameters	Yes/No	Percent
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated A (S&P/Fitch)/A2 (Moody's) by one, issued by domestic corporation/depositories. At time of purchase.	Yes	4.6%
Commercial Paper	25% limit, 5% per issuer, maximum maturity 270 days, A-1 (S&P)/P-1 (Moody's), issued by a domestic corporation w/ at least \$500 million of assets and A- (S&P)/A3 (Moody's) long term debt. At time of purchase.	Yes	0.0%
Bankers Acceptances	Sector limit 40%, issuer limit 5%, maximum maturity 180 days, A-1/P-1 by two. At time of purchase.	Yes	0.0%



Administrative Report

H.11., File # 25-1211 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: PATRICK BUTLER, FIRE CHIEF

TITLE

ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2511-087 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ACCEPTING A DONATION IN THE AMOUNT OF \$38,400 FROM CALIFORNIA WATER SERVICE GROUP AND AUTHORIZING A 2025-2026 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE THE DONATION TO THE FIRE DEPARTMENT OPERATING BUDGET TO PARTIALLY FUND THE COST OF COGNITIVE PERFORMANCE COACHING SERVICES

EXECUTIVE SUMMARY

California Water Service Group (Cal Water) provides an annual Firefighter Grant Program that awards charitable donations to "offset costs associated with fire protection efforts, life-saving equipment, and training." The Fire Department applied for this award and received a \$38,400 donation to support its cognitive performance coaching program for the Fire and Police Departments, facilitated by Sharp Performance, Inc. (Sharp Performance).

Approval of this item would fund 50% of the Fire Department's cost to utilize the Sharp Performance program for three years.

BACKGROUND

Sharp Performance provides a unique platform that consolidates coaching, training, and customized resource management exclusively designed for high-risk professionals. The platform's content and methodologies are rooted in evidence-based practices developed with the U.S. Military's Special Operations teams and are uniquely adapted to meet the needs of first responders. Users connect with a roster of highly-trained performance coaches, each experienced in working with individuals operating in high-stress environments. Their approach is proven to resonate with public safety personnel, and seeks to build a supportive culture that encourages individuals to seek help without fear of stigma.

The City Council approved a one-year agreement with Sharp Performance on December 3, 2024, with an additional one-year extension approved on August 19, 2025. Since initiating the program, all sworn staff have completed training on how to utilize the platform. Feedback has been positive and both Departments plan to utilize the service into the future.

In September of 2024, the Fire Department applied for Cal Water's Firefighter Grant Program to offset the Fire Department's portion of the Sharp Performance cost for a three-year period. Cal

H.11., File # 25-1211 Meeting Date: 11/18/2025

Water indicated in December 2024 that they could support 50% of the total projected three-year cost of \$76,800. As such, Cal Water provided a \$38,400 funding grant to the Fire Department in June 2025. Approval of this Resolution would authorize these funds to be appropriated in the Fire Department's FY 2025-26 Operating Budget.

COORDINATION

This item was coordinated with the City Manager's Office, the Financial Services Department, and the City Attorney's Office.

FISCAL IMPACT

The donation would be used to fund \$38,400 of the \$76,800 three-year cost of the Sharp Performance agreement for Fire Department personnel.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

 Reso - No. CC-2511-087 - Accepting a California Water Service Group Grant in the Amount of \$38,400 and Authorizing a FY 2025-26 Budget Modification to Allocate the Funds to the Fire Department

RESOLUTION NO. CC-2511-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ACCEPTING A DONATION IN THE AMOUNT OF \$38,400 FROM CALIFORNIA WATER SERVICE GROUP AND AUTHORIZING A 2025–2026 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE THE DONATION TO THE FIRE DEPARTMENT OPERATING BUDGET TO PARTIALLY FUND THE COST OF COGNITIVE PERFORMANCE COACHING SERVICES

WHEREAS, it is the intention of the City Council of the City of Redondo Beach ("City Council") to review the adopted budget from time to time;

WHEREAS, on October 4, 2016, the City Council adopted the City of Redondo Beach Donation Policy ("Donation Policy") to establish uniform procedures for the acceptance, rejection, accounting, and expenditure of donations made to the City of Redondo Beach ("City");

WHEREAS, under the Donation Policy, the City Manager or designee may accept or reject donations with a value of up to \$35,000, and the City Council must formally accept by resolution any donation exceeding \$35,000, ensuring proper approval and public transparency;

WHEREAS, the City Fire Department applied for and received a donation from California Water Service Group ("Cal Water") to support the City's employee wellness and cognitive performance program;

WHEREAS, the City Fire Department received notification of the donation award following finalization of the FY 2025-26 Adopted Budget;

WHEREAS, Cal Water has provided a donation in the amount of Thirty Eight Thousand Four Hundred Dollars (\$38,400) to partially fund cognitive performance coaching services for Fire Department personnel;

WHEREAS, the City has an existing agreement with Sharp Performance, Inc. to provide such cognitive performance coaching services designed to improve decision-making, focus, and wellness for public safety staff; and

WHEREAS, in accordance with the Donation Policy, the City desires to accept the donation and authorize a budget modification to appropriate the funds.

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

SECTION 1. That the City Council hereby accepts a donation in the amount of Thirty Eight Thousand Four Hundred Dollars (\$38,400) from California Water Service Group in accordance with the City's Donation Policy adopted on October 4, 2016, for the stated public purpose of supporting the Fire Department's employee wellness and cognitive performance coaching program.

SECTION 2. That conditions have arisen during the 2025-2026 budget year that require budget modifications and, upon recommendation of the City Manager, the budget as adopted for Fiscal Year 2025-2026 is modified as follows:

Thirty Eight Thousand Four Hundred Dollars (\$38,400) is hereby appropriated to the Fire Department's 2025–2026 Fiscal Year Operating Budget, Training Contracts/Professional Services Account reflecting funding received from California Water Service Group.

SECTION 3. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2025-2026 in accordance with the above modification.

SECTION 4. This resolution shall take effect immediately upon its adoption by the City Council.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 18th day of November, 2025.

	James A. Light, Mayor
APPROVED AS TO FORM:	ATTEST:
Joy A. Ford, City Attorney	Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA) COUNTY OF LOS ANGELES) ss CITY OF REDONDO BEACH)	
Resolution No. CC-2511-087 was passed a Beach, California, at a regular meeting of	of Redondo Beach, California, do hereby certify that nd adopted by the City Council of the City of Redondo said City Council held on the 18 th day of November, by the Mayor and attested by the City Clerk, and that g vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Eleanor Manzano, CMC	
City Clerk	



Administrative Report

H.12., File # 25-1550 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. 2511-088 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DIRECTING STAFF TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DIVISION OF BOATING AND WATERWAYS FOR A BOAT LAUNCHING FACILITY GRANT FOR MOTORIZED BOATS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATIONS, CONTRACTS, AGREEMENTS, AND AMENDMENTS NECESSARY TO IMPLEMENT THE GRANT

EXECUTIVE SUMMARY

Staff is seeking authorization from the City Council to approve a resolution to apply for a boat launching facilities (BLF) grant from the State of California's Division of Boating and Waterways (DBW) to fund the design and construction of a public boat launch on Mole D. The application deadline is February 2, 2026 and requires an identified preferred location for the public boat launch as part of the submittal package. On November 4, 2025, the City Council voted unanimously to direct staff to draft a resolution to apply for the BLF grant using Option E as the preferred location.

Staff recommends that City Council approve the Resolution to confirm the direction given at the November 4, 2025 meeting and formally begin the grant application process.

BACKGROUND

Unlike many regional harbors, King Harbor has historically been without a public boat launch, instead relying on boat hoists. Since 1959 the City has examined over 20 potential locations across Moles A, B, C, and D to build a public boat launch in accordance with direction from the Coastal Commission and, more recently, to satisfy the requirements of Measure C. Measure C is a 2017 voter initiative that placed an emphasis on recreational improvements to the King Harbor Marina, inclusive of a public boat launch. Measure C not only requires that a boat launch be constructed prior to any other new significant development in the waterfront, but it stipulates that the ramp must include two lanes, 60 trailer parking spaces, be located a safe distance from the hand launch, not reduce the number of boat slips in the marina, operate in normal surge conditions, avoid locations where waves overtop the break wall, and is designed to meet minimum DBW design standards for boat launch ramps.

The Department of Boating and Waterways (DBW) funds the design, permitting, and construction of new boat launch ramps through the Boat Launch Facilities Grant. To qualify for the 2026/2027 grant

H.12., File # 25-1550 Meeting Date: 11/18/2025

application cycle, a completed application must be submitted to DBW by February 2, 2026. The application submittal package requires a resolution from City Council authorizing staff to apply for the grant. The application also requires an identified preferred location for the proposed boat launch.

At its November 4, 2025 meeting, the City Council unanimously selected Option E as the preferred location for a boat launch, which has been included as an attachment for reference. In addition, the Harbor Commission unanimously supported Option E at its October 13, 2025 meeting

Staff recommends City Council adopt the attached Resolution formally authorizing staff to apply for the grant funding from DBW. As part of the application submittal package, staff will submit Option E as the preferred location for the public boat launch.

COORDINATION

The proposed Resolution was prepared in coordination with the City Attorney's Office.

FISCAL IMPACT

The pre-planning and conceptual design work for the new boat launch facility performed by Moffat and Nichol was funded as part of the City's Capital Improvement Budget. Funding for the permitting and construction costs associated with installation of the new ramp would be provided by DBW, if the City is selected for a Boat Launching Facilities Grant award.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso No. 2511-088 Directing Staff to Apply for the DBW BLF Grant
- Preferred Boat Launch Location (Option E)

RESOLUTION NO. CC-2511-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DIRECTING STAFF TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DIVISION OF BOATING AND WATERWAYS FOR BOAT LAUNCHING FACILITY GRANTS FOR MOTORIZED BOATS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATIONS, CONTRACTS, AGREEMENTS, AND AMENDMENTS NECESSARY TO IMPLEMENT THE GRANT

WHEREAS, the California Division of Boating and Waterways ("DBW") administers the Boat Launching Facilities ("BLF") Grant Program, which provides financial assistance for the design, permitting, and construction of public boat launch facilities; and

WHEREAS, the City of Redondo Beach ("City") has the authority to construct, operate, and maintain a boat launch facility within King Harbor; and

WHEREAS, the City desires to enhance King Harbor to better serve motorized watercraft users and to improve public amenities associated with the boat launch facility; and

WHEREAS, the City intends to apply to DBW for BLF grant funding to support the design, permitting, and construction of a new or improved boat launch facility in King Harbor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redondo Beach hereby:

SECTION 1. The City Council of the City of Redondo Beach hereby directs City staff to prepare and submit a grant application package to the California Division of Boating and Waterways for Boat Launching Facility funding, pursuant to the provisions of the Harbor and Watercraft Revolving Fund and the BLF Grant Program guidelines, substantially in the form attached hereto as Exhibit "A."

SECTION 2. The City Council of the City of Redondo Beach authorizes the City Manager, or designee, to execute, on behalf of the City, all necessary applications, contracts, agreements, amendments, and other documents required to implement and administer the grant and any projects approved through the BLF program.

SECTION 3. This resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 18th day of November, 2025.

	James A. Light, Mayor
APPROVED AS TO FORM:	ATTEST:
Joy A. Ford, City Attorney	Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA) COUNTY OF LOS ANGELES) ss CITY OF REDONDO BEACH)	
I, Eleanor Manzano, City Clerk of the City of Redo Resolution No. CC-2511-088 was passed and adop Beach, California, at a regular meeting of said City 2025, and thereafter signed and approved by the Naid resolution was adopted by the following vote:	ted by the City Council of the City of Redondo y Council held on the 18th day of November,
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Floorer Monzono CMC	
Eleanor Manzano, CMC City Clerk	

EXHIBIT "A"

DIVISION OF BOATING AND WATERWAYS (DBW) BOATING FACILITIES DEVELOPMENT AND FINANCING PROGRAMS APPLICATION FOR BOAT LAUNCHING FACILITIES (BLF) GRANT FUNDING

See the attached application.



DIVISION OF BOATING AND WATERWAYS (DBW) BOATING FACILITIES DEVELOPMENT AND FINANCING PROGRAMS

APPLICATION FOR BOAT LAUNCHING FACILITIES (BLF) GRANT FUNDING

Prior to completing and submitting this application, please contact DBW at (916) 327-1816. This form must be filled out and submitted to DBW no later than February 1st. Additional information/instructions and a fillable version of this form can be obtained from the DBW website at www.dbw.parks.ca.gov. Use a separate application for each requested grant.

USE ADDITIONAL SHEETS AS NECESSARY IN COMPLETING THIS APPLICATION. <u>CROSS-REFERENCE</u>

EACH ADDITIONAL SHEET TO THE ITEM NUMBER BELOW.					
				For DBW Use Only:	Assigned to:
1. DATI	E SUBMITTED:		2. RECEIVED	BY DBW:	APPLICATION NUMBER:
		APPLIC	ANT INFORMATION	ON	
3. LEG	AL NAME OF A	APPLICANT:	4. TYPE OF A	PPLICANT:	
			☐City ☐Special Di	[istrict [☐County ☐Federal Government
			Other Pub	olic Agency (specify):	
5. MAIL	ING ADDRES	S OF APPLICANT:	6. CONTACT	INFORMATION:	
			Name:		
			Title: Address (if differe	ent).	
			Telephone:		
			E-mail:		
			ROJECT INFORM	ATION	
7. NAM	7. NAME OF PROJECT:				
8. PRO	8. PROJECT LOCATION AND BODY OF WATER PROJECT IS LOCATED ON: (Attach a site map)				
9. HAS	9. HAS A DBW REPRESENTATIVE VISITED THE PROPOSED PROJECT SITE? Yes No				
(If yes	(If yes, who and when?)				
10 DPOB	10. PROPOSED PROJECT COMPONENTS: (Check all that apply.)				
	BOAT LAUNCHING FACILITY:				
☐ Ramp ☐ Boardi	ing Floats	# of Existing Boat Ran # of Proposed Boat Ran		☐# of Propo	osed Single ADA Vehicle Stalls
	leaning Station	# of Existing Vehicle/T		Solar Panels	
☐ Electri	cai Protection	# of Proposed Vehicle. # of Existing ADA Veh			s (Electric Vehicles)
Restro	oms	# of Proposed ADA Ve	hicle/Trailer Stalls	☐ Boat Hoists	,,
│	tation t Credit Sign	# of Existing Single Ve		☐ Dump Stations	
Gangv		# of Existing Single AD			

11.	(a) HAS A PUBLIC HEARING CONSISTENT WITH FEDERAL LAW OR REGULATION TAKEN PLACE REGARDING THE PROPOSED PROJECT? Yes No (If yes, when and where?)
	(b) IS THERE PUBLIC SUPPORT OR OPPOSITION FOR THE PROPOSED PROJECT? Yes No (Please describe)
12.	DESCRIBE THE PROBLEM THE PROPOSED PROJECT WILL SOLVE. FOR EXAMPLE, DOES THE PROJECT FIX OR ADDRESS A HEALTH, ACCESS, OR SAFETY ISSUE FOR USERS AT THE FACILITY?
13.	DESCRIBE THE SCOPE OF THE PROJECT TO BE FINANCED WITH DBW FUNDING:
14.	DESCRIBE THE TYPES OF BOATING DONE AT THE PROPOSED FACILITY/IMPROVEMENTS:
15.	WHAT ARE THE PROPOSED EXISTING HOURS OF FACILITY OPERATION?
16.	DESCRIBE THE IMPORTANCE OR SIGNIFICANCE OF THE PROPOSED PROJECT:

	HAS LOCAL LAW ENFORCEMENT (SHERIFF/MARINE PATROL) BEEN CONSULTED TO ENSURE THE PROPOSED FACILITY MEETS THE NEEDS FOR WATER RESCUE? Yes No (If yes, provide the date and identify the components added to satisfy law enforcement needs. If no, explain)
18.	(a) ARE THERE ANY IMPEDIMENTS TO ACCESSING THE FACILITY (i.e. SECURITY GATES):
	(b) WHAT IS THE PROCESS FOR FACILITY ADMITTANCE?
19.	(a) DOES THE EXISTING FACILITY MEET CURRENT AMERICANS WITH DISABILITIES ACT (ADA) CODE REQUIREMENTS? Yes No (If no, identify needed improvements)
	(b) DOES THE PROPOSED PROJECT IMPROVEMENTS HELP THE SITE MEET CURRENT REQUIRED ADA REQUIREMENTS? Yes No (If yes, how)
	(c) HAS AN ADA EXPERT BEEN CONSULTED TO ENSURE THE PROPOSED PROJECT COMPLIES WITH ADA REQUIREMENTS? Yes No (If yes, provide details)
20.	(a) WILL THE PROJECT BE OPEN AND ACCESSIBLE TO ALL PUBLIC RECREATIONAL BOATERS?
	(b) DOES THE PROJECT IMPROVE EXISTING OR CREATE NEW PUBLIC ACCESS AT THIS FACILITY?
	(c) DOES THE PROJECT PROVIDE ACCESS TO UNIQUE BOATING OPPORTINUTIES?

21.	1. (a) INDICATE BELOW THE FEES A PERSON MUST PAY TO LAUNCH A BOAT:					
	Launching \$_Parking \$_Facility Entrance \$_Invasive Species Inspection Other: \$_					
	Other Fee Explanation:					
		ER OF BOAT LAUNCHES AT THE EXIS Motorized: Non_m	STING FACILITY? notorized:			
		NNUAL NUMBER OF BOAT LAUNCHES Motorized: Non_m	AT THE IMPROVED FACILITY?			
	(d) WHAT WAS THE METHODOLO	OGY USED TO ARRIVED AT THIS NUM	BER?			
22.		ALS REQUIRED TO CONSTRUCT THE	PROJECT:			
	(A Notice of Exemption from OEQA is NO.	an exemption from other regulatory agencies/				
23.	STATUS OF PERMITS:					
A.	Permit: Not started In progress (Attach copy of app) Date of consideration Expected completion Approved (Attach copy)	B. Permit: Not started In progress (Attach copy of app) Date of consideration Expected completion Approved (Attach copy)	C. Permit: Not started In progress (Attach copy of app) Date of consideration Expected completion Approved (Attach copy)			

	SPECIFIC PROJECT INFORMATION					
24.	REQUESTED FUNDING AMOUNT:	25. ESTIMATED P	ROJECT	26. PROJECT		
	\$	Start Date:		☐ New ☐ Previous Year (s) of DBW		
		Completion Date: Attach schedule, see in	nstructions	funding* *Attach description of year and purpose of funding		
27.	ESTIMATED PROJECT COSTS:	,				
	b. Engineering (12%)* c. Escalation (10%)* d. Contingency (10%)* e. Inspection (5%)* f. Permits (3%)* \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$					
	STATUS OF OTHER PROJECT FU		o fund.)	Status of Funding		
	Name of Funding Source	<u> </u>	Amount Apr	olied For Approved		
	a. DBW:	\$	☐ Y	es 🗌 No 💮 Yes 🗀 No		
	b. APPLICANT:	\$	☐ Y	es 🗌 No 💮 Yes 🗀 No		
	c. CITY/COUNTY:	\$	☐ Y	es 🗌 No 💮 Yes 🗀 No		
	d. OTHER STATE SOURCES:	\$	☐ Y	es 🗌 No 💮 Yes 🗀 No		
	e. FEDERAL:	\$	☐ Y	es 🗌 No 💮 Yes 🗀 No		
	f. OTHER (specify):	\$	☐ Y	es 🗌 No 💮 Yes 🗀 No		
	g. TOTAL:	\$				
T01	TALS in Sections 27 and 28 must be equal.		I			
29.	STATUS OF PROJECT PLANNING	3 :	30. ENVIRONMENTA	AL IMPACT (NEPA/CEQA)		
		Completed	Status of NEPA/CE	EQA Compliance: pected Completion Date:		
Ted	chnical Feasibility Study	☐ Yes ☐ No	☐ In Progress, Ex	pected Completion Date: /ed (Attach copy of app or approval)		
Pre	eliminary Design	☐ Yes ☐ No		ned Level of CEQA Clearance:		
En	gineer's Cost Estimate	☐ Yes ☐ No	☐ Notice of Exem	otion		
Fin	al Design	☐ Yes ☐ No	☐ Environmental Impact Report (EIR) ☐ Unknown			

	PUBLIC BENEFIT AND ECONOMIC DEVELOPMENT INFORMATION
31.	(a) WHAT ARE THE PUBLIC BENEFITS OF THE PROJECT?
	(b) WHAT ARE PROJECTED ECONOMIC DEVELOPMENT BENEFITS TO THE SURROUNDING MINICIPALITIES OF THE PROPOSED PROJECT?
	(c) IS THE PROJECT A PART OF A LARGER COMMUNITY DEVELOPMENT PLAN OR STRATEGY? Yes No, If "Yes", please explain and provide a copy of the supporting development plan or master plan.
32.	IS THERE A DEMONSTRATED DEMAND FOR A BOAT LAUNCHING FACILITY AND ACCESS AT THE PROJECT LOCATION?
33.	(a) IS THE EXISTING FACILITY IN AN UNDERSERVED AREA? Yes No (If yes, explain)
	(b) WILL THE PROPOSED PROJECT INCREASE ACCESS OR USAGE BY AN UNDERSERVED PUBLIC? Yes No (If yes, explain)
	(c) WILL THE PROPOSED PROJECT PROVIDE ECONOMIC BENEFIT TO THE LOCAL AREA? Yes No (If yes, how)
	(d) WILL THE PROPOSED PROJECT INCREASE SERVICE TO BOATERS OUTSIDE THE LOCAL AREA (PROMOTE TOURISM)? Yes No (If yes, how)

	OTHER INFORMATION					
34. (a)	DOES APPLICANT OWN THE PROJECT	T SITE?				
(b)	DOES APPLICANT HOLD A LONG-TER IT EXPIRE?	M LEASE AGREEMENT ON THE PROJECT SIT	E? IF SO, WHEN DOES			
(c)	DOES APPLICANT OPERATE THE SITE CONCESSIONAIRE AGREEMENT EXPIRE	E THROUGH A CONCESSIONAIRE? IF SO, WH RE?	EN DOES THE			
(d)	PROJECT AREA. APPLICANT SHALL IN BY THE GRANT IN ACCORDANCE WITH GRANT (20 YRS).	THE PROJECT AREA AND RIGHTS OF WAY THAT THE PROJECT AREA AND ALL IMPINED THE PROJECT AREA AND ALL IMPINED THE MAINTENANCE GUIDELINES FOR THE etc. concerning the control and operation of the project state.	ROVEMENTS FUNDED LIFE OF THE			
	35. PROVIDE A RESOLUTION FROM THE GOVERNING BODY AUTHORIZING APPLICANT TO APPLY FOR FUNDING. (sample enclosed)					
36. AT	36. ATTACH COPIES OF ANY INITIAL DRAWINGS OR DESIGNS.					
	37. IF THE APPLICANT HAS RETAINED AN OUTSIDE ENGINEER, DESIGN OR OTHER CONSULTANT FOR THE PROJECT, PLEASE PROVIDE THE CONTACT INFORMATION.					
Title Cor Add Tel	Name: Title: Company: Address: Telephone: E-mail: Name: Title: Company: Address: Telephone: E-mail:					
	ADDI ICANT AC	EVNOW! EDGEMENT AND SIGNATURE				
		an authorized representative of the Applicant, an attemption to the Applicant and the this Application for DBW funding.	d that I have been			
AUTHO	DRIZED SIGNATURE:	PRINT NAME AND TITLE:	DATE:			

DIVISION OF BOATING AND WATERWAYS BOATING FACILITIES DEVELOPMENT AND FINANCING PROGRAMS

APPLICATION INSTRUCTIONS

USE ADDITIONAL SHEETS AS NECESSARY. <u>CROSS-REFERENCE EACH ADDITIONAL SHEET</u> TO THE RESPECTIVE ITEM NUMBER ABOVE.

Download the electronic version of the Application, available at www.dbw.parks.ca.gov. Insert data into the shaded areas. Use your Tab key to go from one shaded area to the next. Us e additional s heets if necessary.

- Enter today's date.
- 2. For DBW use only.

APPLICANT INFORMATION

- Provide full, legal name of Applicant.
- 4. Check appropriate box.
- 5. Provide mailing address.
- 6. Provide contact information.

GENERAL PROJECT INFORMATION

- 7. Provide full, legal name of project.
- 8. Provide the Project lo cation information, address, and name of body of water project is located on. Attach a site map of the Project on a separate piece of paper.
- 9. Provide the name of the DBW representatives.
- 10. Check all that apply.
- Provide public hearing, support, and opposition information.
- 12. Describe issues and problems the project will solve.
- 12. Describe the project.
- 13. Describe the project.
- 14. Describe types of boating.
- 15. Describe the hours of facility operation.
- 16. Describe the project's significance.
- 17. Identify law enforcement needs.
- 18. Describe any impediments and process to access the Facility.
- 19. Provide ADA information.
- 20. Describe the project's accessibility.
- 21. Provide fees, annual boat launches, and projected annual boat launches.
- 22. Identify and provide status of obtaining each required permit.
- 23. Fill in as directed and check appropriate box.

SPECIFIC PROJECT INFORMATION

- 24. Total amount of funds requesting.
- Attach schedule showing dates of project planning, design, construction, and completion.
- 26. Are the funds requested new, or a continuation of a previous project? Attach a description of the purpose of prior funding.
- Estimated project cost. The % is based on c onstruction sub-total.
- Estimate the project funding sources and amounts.
 Fill in the name of any other funding sources and
 Whether funds have been applied for and/or are
 approved.
- 29. Check appropriate box.
- 30. Check appropriate box and fill in as directed.

PUBLIC BENEFIT AND ECONOMIC DEVELOPMENT INFORMATION

- 31. Describe the public benefits of the proposed Project, including how the Project promotes economic development
- 32. Will the project develop and enhance public infrastructure in a manner that will attract, create and sustain recreational boating and other amenities in the community and will enhance the quality of life and community amenities for area residents, and any other public benefits?
- 33. Describe how the project will increase access or usage to the underserved area, provide economic benefit to the local area, and increase service to boaters outside the local area.

OTHER INFORMATION

- 34. Self-explanatory.
- 35. Self-explanatory.
- 36. Self-explanatory.
- 37. Self-explanatory.

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

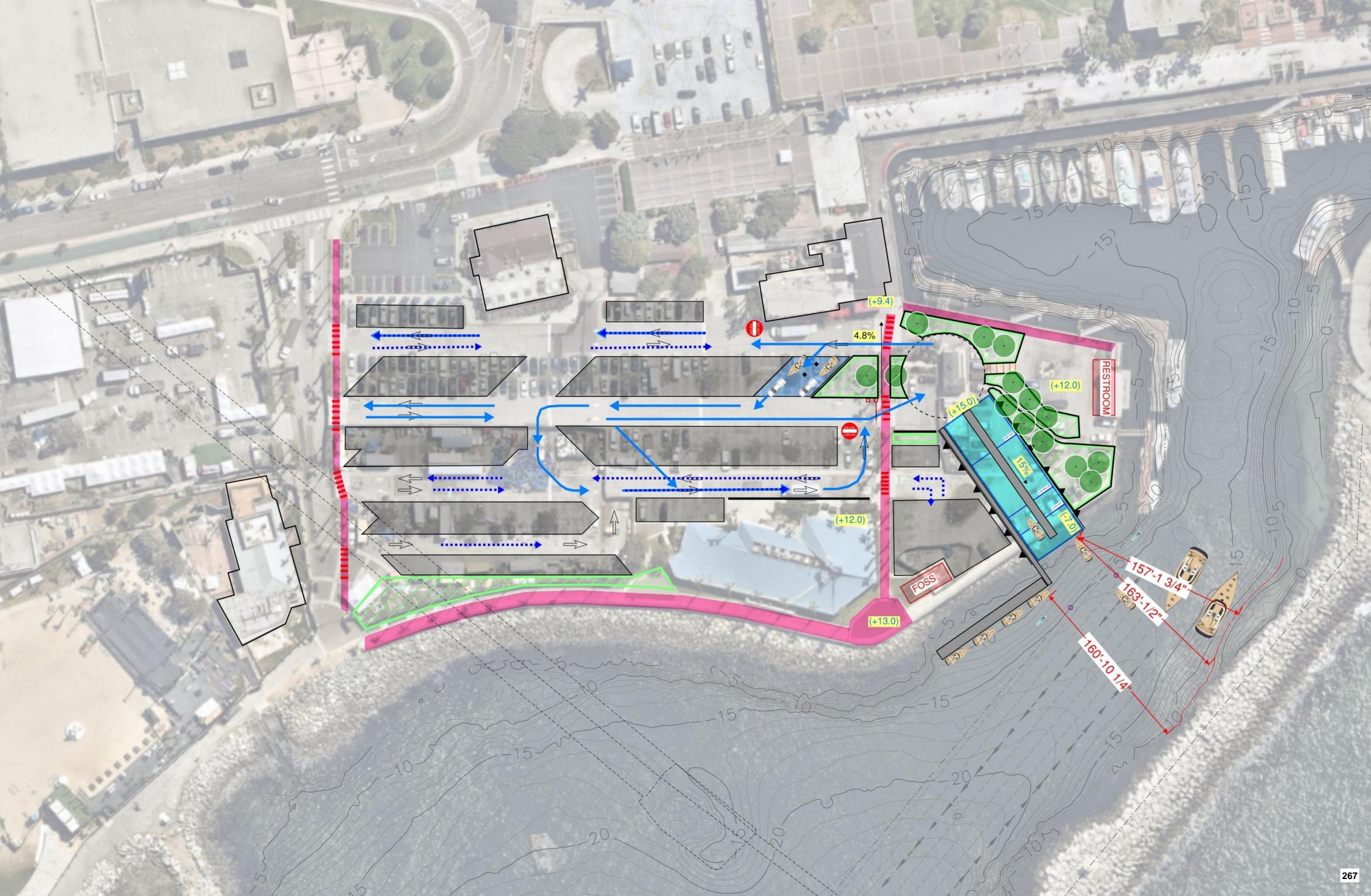
To be signed by the authorized representative of the Applicant per resolution.

Cross-reference any attached documents to its corresponding item number in the application

MAIL COMPLETED APPLICATION TO:

Division of Boating and Waterways
Boating Facilities Development and Financing Program
Attn: Keren Dill, Chief

One Capitol Mall, Suite 500 Sacramento, California 95814





Administrative Report

H.13., File # 25-1596 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

APPROVE AN AMENDMENT TO THE AGREEMENT WITH REVIZE, LLC FOR CITY WEBSITE HOSTING AND MAINTENANCE SERVICES TO ADD THE ARTIFICIAL INTELLIGENCE SEARCH AND CHATBOT FUNCTIONS, EXTEND THE TERM THREE YEARS, FOR THE PERIOD NOVEMBER 7, 2025 THROUGH NOVEMBER 6, 2028, WITH TWO OPTIONAL ONE-YEAR RENEWALS, AND INCREASE THE AMOUNT OF THE CONTRACT BY \$46,000 FOR A NEW NOT TO EXCEED TOTAL OF \$166,100

EXECUTIVE SUMMARY

On November 15, 2022, the City Council approved a three-year agreement with Revize, LLC (Revize) to redesign and host the City's website and implement a modern content management system. Response to the City's website has been largely positive and it has become a centerpiece of digital information and services for the public.

As such, rather than simply exercising a one-year renewal, staff is recommending a more comprehensive amendment to the Agreement that will extend the term an additional three years, provide two additional one-year optional renewals, and lock in a favorable rate for website hosting and maintenance, while also integrating Artificial Intelligence (AI) ChatBot and search features into the long-term contract with Revize.

BACKGROUND

The proposed first amendment to the Agreement with Revize is another step in the ongoing strategic planning effort to enhance the City's ability to deliver critical online services to the residents and businesses that call Redondo Beach home. Revize has proven to be a trusted partner that has enabled the City to enhance its digital footprint and simplify the online experience for individuals seeking information or services from the City.

The initial three-year term of the Agreement expired on November 7, 2025. Both City staff and representatives from Revize were interested in extending the Agreement by exercising one of the optional one-year renewals to cover Year 4, but quickly realized it would be more efficient to pursue an amendment to extend the Agreement even further to build on the proven success of the City's website.

If approved, Revize would continue to provide its core services of website hosting and maintenance while also continuing to improve the Al search and ChatBot functions available on the City's

H.13., File # 25-1596 Meeting Date: 11/18/2025

homepage. The AI functionality was introduced to the City's website earlier this year but is now being folded into the amended Agreement. These tools allow website visitors to utilize either chat or search options to access information quickly and easily from the City's homepage and allow staff to track common queries and find ways to better offer information of the most importance to the public.

The annual cost for website hosting and maintenance would continue to be \$9,700 per year, which totals \$29,100 for Years 6-8. Integrating the AI functions to the Agreement would add an additional \$3,400 annually, which totals \$17,000 for Years 4-8 of the Agreement. In total, this adds \$46,100 to the not to exceed amount of the Agreement, for a new overall total of \$166,100.

In addition to being the most cost-effective way to provide a modern and responsive website for the next three years, the proposed amendment would also position the City to make best use of the complementary redesign, which Revize would carry out this year as per direction from the City.

COORDINATION

This item was coordinated with the Information Technology Department. The City Attorney's Office prepared the proposed amendment to the Agreement.

FISCAL IMPACT

The annual cost for website hosting and maintenance, plus AI functionality, is \$13,100. If both optional one-year renewals are exercised by the City, the amendment would add \$46,100 to the original Agreement cost, for a new not to exceed total of \$166,100. Funding is available for the agreement in the Information Technology Department's annual budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt Revize, LLC
- Agmt Original Agreement with Revize, LLC, November 15, 2022
- Insurance Revize, LLC

FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND REVIZE, LLC

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Revize, LLC., a Michigan limited liability company ("Contractor" or "Consultant").

WHEREAS, on November 15, 2022, the parties hereto originally entered into the Agreement for Consulting Services between the City and Contractor (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to add services, extend the term and to increase compensation.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendment to the Agreement:

- A. <u>Scope of Services</u>: Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1" to add the services of Revise Al ChatBot. Exhibit "A-1" is attached hereto and incorporated herein by this reference.
- B. <u>Term.</u> Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1" to extend the term of the Agreement for five additional years commencing on November 7, 2025 and expiring November 6, 2028, with two one-year extensions unless terminated as provided in the Agreement. Exhibit "B-1" is attached hereto and incorporated herein by this reference.
- C. <u>Compensation</u>. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" incorporating an additional amount of \$18,500 for "Services AI" to maintain the AI Chatbot on the City's website. Exhibit "C-1" is attached hereto and incorporated herein by this reference.
- D. <u>No Other Amendments</u>. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 18th day of November, 2025.

CITY OF REDONDO BEACH, a chartered municipal corporation	Revize, LLC., a Michigan limited liability company
James A. Light, Mayor	By: Name: Akshaya Ray Title: CEO
ATTEST:	APPROVED:
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager
APPROVED AS TO FORM:	
Joy A. Ford, City Attorney	

EXHIBIT "A-1" Pursuant to First Amendment

Contractor shall provide the following additional product and service:

Quantity	<u>Description</u>		<u>Price</u>
_	Revize Al ChatBot, Annual fee:	•	
1	 Up to 10,000 monthly queries 		<u>\$3,400.00</u>
	 Up to 4,000 trained pages/documents 		
	 Backend dashboard access with Client ability to manually retrain pages Up to monthly automatic retrain 		
	Includes built-in analytics		
	 Color, text, and position customized by Revize (1 revision max) 		
1	Grand Total	ا <u>\$</u>	3,400.00*

Included in this product is Al Search and Al ChatBot

EXHIBIT "B-1" Pursuant to First Amendment

<u>Term</u>. The term of this Agreement shall commence November 7, 2025 and expire November 6, 2028 ("Term") with two one-year extensions, which can be exercised by the City, through the IT Director, by providing written notice to Revize within 30 days of then terminating date; unless otherwise terminated as herein provided.

EXHIBIT "C-1" Pursuant to First Amendment

An additional amount of \$17,000 is added to the compensation for the additional AI ChatBot product described in Exhibit "A-1." The AI service shall provide the AI ChatBot on the City's website. The pricing for the AI ChatBot is \$3,400 annually for Years 4-8 of the Agreement. An additional \$29,100 is also being added to the compensation for Website Hosting and Maintenance for Years 6-8 of the Agreement.

This added compensation increases the total not-to-exceed amount to \$166,100.

All other terms of Exhibit C remain in full force and effect.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in fleu of such endorsement(s).					
PRODUCER		CONTACT Thomas Dickow			
Insurance Providers of Michigan, Inc.		PHONE (A/C, No, Ext): (248) 763-2268 FAX (A/C, No): (24	8) 504-5580		
3001 W. Big Beaver Rd.		E-MAIL ADDRESS: tdinsuranceproviders@gmail.com			
		INSURER(S) AFFORDING COVERAGE	NAIC #		
Troy	MI 48084	INSURER A: HARTFORD UNDERWRITERS INS CO	30104		
INSURED		INSURER B: HARTFORD INS CO OF IL	38288		
Revize, LLC		INSURER C:			
150 Kirts Blvd Suite B		INSURER D:			
		INSURER E:			
Troy	MI 48084	INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000
Α		Υ		35SBAAZ0A0F	09/10/2025	09/10/2026	PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY			35SBAAZ0A0F			COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	ANY AUTO				09/10/2025 09/10/2020		BODILY INJURY (Per person)	\$
١	OWNED SCHEDULED AUTOS	Y				09/10/2026	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	X UMBRELLA LIAB X OCCUR	Y		35SBAAZ0A0F	09/10/2025 09/10/202		EACH OCCURRENCE	\$ 1,000,000
4	EXCESS LIAB CLAIMS-MADE					09/10/2026	AGGREGATE	\$ 1,000,000
	DED X RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		35WECAZ0ABB			PER OTH- STATUTE ER	
2	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?				09/10/2025	10/2025 09/10/2026	E.L. EACH ACCIDENT	\$ 1,000,000
В	(Mandatory in NH)				09/10/2023 09/10/	09/10/2020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Professional Liability/Cyber						Per claim	\$2,000,000
С	. rereseria. Liaz.iky/Gybor	Υ		35TE0561865	09/10/2025	09/10/2026	Per aggregate	\$2,000,000
							Retention	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION
City of Redondo Beach, CA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
415 Diamond Street		AUTHORIZED REPRESENTATIVE
Redondo Beach	CA 90277	Thom D'

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Policy Number: 35 SBA AZ0A0F

Policy Period: 09/10/2025 to 09/10/2026

Named Insured and Mailing Address:

Revize, LLC, 150 Kirts Blvd Suite B, Troy, MI 48084

Policy Change Number: 012

Policy Change Effective Date: 11/13/2025, Effective hour is the same as stated in the

Declarations Page of the Policy.

Insurer:

Hartford Underwriters Insurance Company, a property and casualty company of The

Hartford

One Hartford Plaza, Hartford, CT 06155

Name of Agent/Broker:

INSURANCE PROVIDERS OF MI INC 3001 W BIG BEAVER RD STE 117

TROY, MI 48084

Code: 35357295

Coverage Parts Affected:

Common

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is an additional premium in the amount of:

\$14

*Price is subject to fees and surcharges

Countersigned by:

Susan S. Castaneda

11/13/2025

Authorized Representative

Date

Form SC 00 06 10 18 Page 1 of 2

Process Date: 11/13/2025 © 2018, The Hartford Policy Expiration Date: 09/10/2026

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The following Additional Insured has been added as an Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization.

Name of Additional Insured(s) Person or Organization:

City of Redondo Beach, CA, 415 DIAMOND ST, REDONDO BEACH, CA 90277

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART	
SC 00 02 10 18	SPECTRUM SUPPLEMENTAL SCHEDULE OF AUDITABLE COVERAGES	Common	
SC 00 06 10 18	POLICY CHANGE	Common	

Premium associated with this Policy Change has pro rata factor 0.824.

Form SC 00 06 10 18 Page 2 of 2

Process Date: 11/13/2025 © 2018, The Hartford Policy Expiration Date: 09/10/2026

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SPECTRUM SUPPLEMENTAL SCHEDULE OF AUDITABLE COVERAGES

This schedule reflects only those classes and/or coverages that are subject to audit.

POLICY NUMBER: 35 SBA AZ0A0F Revised: 11/13/2025

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

Auditable Coverage Description:

LOC 1, BLDG 1:

150 KIRTS BLVD STE BTROY,MI 48084-5312

Class Code: 11171

Class Code Description: Software, Internet, Application & Web Design

Coverage Description	Rating Basis	Exposure	Final Rate
Business Income and Extra Expense	Sales	7,350,000	0.025000
Business Income from Civil Authority Orders	Sales	7,350,000	0.001000
Business Income from Off- Premises Operations	Sales	7,350,000	0.001000
Business Income from Websites	Sales	7,350,000	0.001000
Collapse Business Income	Sales	7,350,000	0.001000
Cyber Virus and Malware Coverage - Bl	Sales	7,350,000	0.001000
Cyber Virus and Malware Coverage - Digital Ransom and Extortion Threats - BI	Sales	7,350,000	0.001000
Employee Dishonesty Coverage - Excludes ERISA Compliance	Sales	7,350,000	0.006000
Fraudulent Transfer Coverage	Sales	7,350,000	0.001000
Fungi, Wet Rot or Dry Rot - Limited Coverage Business Income	Sales	7,350,000	0.001000
Interruption of Computer Operations	Sales	7,350,000	0.001000
Liability and Med Exp (Premises/Completed Operations)	Sales	7,350,000	0.013000
Newly Acquired or Constructed Property BI	Sales	7,350,000	0.001000
Products - Completed Operations	Sales	7,350,000	0.006000
Spoilage Business Income	Sales	7,350,000	0.001000
Sump Overflow or Sump Pump Failure BI	Sales	7,350,000	0.001000

Form SC 00 02 10 18 Page 1 of 2

Process Date: 11/13/2025 © 2018, The Hartford Policy Expiration Date: 09/10/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



Coverage Description	Rating Basis	Exposure	Final Rate
Transit Business Income	Sales	7,350,000	0.001000

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND REVIZE, LLC

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Revize, LLC, a Michigan Limited Liability Company ("Consultant" or "Contractor").

The parties hereby agree as follows:

- Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
- 2. <u>Term and Time of Completion</u>. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- 3. <u>Compensation</u>. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
- 2. <u>Brokers</u>. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. <u>City Property</u>. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,

shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

- 4. <u>Inspection</u>. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
- 5. <u>Services</u>. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
- 6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
- 7. <u>Changes and Extra Work</u>. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

- 8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
- 9. <u>Professional Ability</u>. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
- 10. <u>Business License</u>. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
- 11. Notwithstanding any provision herein to the Termination Without Default. contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
- 12. <u>Termination in the Event of Default</u>. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons

for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

- 13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
- 14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to demands, charges, obligations, damages, causes of action, property. proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. <u>Nonwaiver of Rights</u>. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. <u>Waiver of Right of Subrogation</u>. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

- 15. <u>Insurance</u>. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 16. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
- 18. <u>Limitations upon Subcontracting and Assignment</u>. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 19. <u>Subcontractors</u>. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 20. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

- exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 21. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 22. <u>Conflicting Provisions</u>. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
- 23. <u>Non-Exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
- 24. <u>Exhibits</u>. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 25. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 26. <u>Confidentiality</u>. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
- 27. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
- 28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 29. <u>Attorneys' Fees</u>. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 30. <u>Claims</u>. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City

- shall be waived if not made within six (6) months after accrual of the cause of action.
- 31. <u>Interpretation</u>. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
- 33. <u>Severance</u>. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- 34. <u>Authority</u>. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
- 35. <u>Waiver</u>. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of November, 2022.

CITY OF REDONDO BEACH	Revize, LLC
William C. Brand, Mayor	By: Name: Title:
ATTEST:	
Eleanor Manzano, City Clerk	
APPROVED:	
Diane Strickfaden, Risk Manager	_
APPROVED AS TO FORM:	
Michael W. Webb, City Attorney	_

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

City agrees to purchase the following products and services provided by Contractor:

Quantity	Description							
1	Phase 1: Project Planning and Analysis, Kickoff Meeting:							
	Phase 2 – Design Mockups/Wireframes:							
	1 mockup with unlimited rounds of changes							
1	Home page template and inner page design and layout							
	Departmental Mockup with unlimited rounds of changes							
	Includes Responsive Web Design							
	Phase 3 & 4 – HTML Development & Revize CMS Integration:							
1	Set-up all CMS modules listed in this agreement							
	Integration with all 3rd party web applications							
1	Phase 5 – Quality Assurance, Accessibility, & Custom Development:							
	Phase 6 – Site Map Development and Content Migration:							
1	Site map development and content migration from old website including spell checking and							
	style corrections – Up to 3,000 Webpages and Documents							
1	Phase 7 –Core Editor Training, Beta Site Review, Full Staff Training, and Go Live:							
1	Grand Total First Year	\$73,200.00						
	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting,	, ,						
1	Unlimited Users, Unlimited GB website storage, 100GB/Month Bandwidth, SSL							
	Certificate pre-paid annual fee:	\$9,700.00						

Implementation Phase:

Consultant shall ensure that all applications are ready for go-live. During the

Terms:

1. Payments: All Invoices are due according to payment schedule on page 2 of this agreement.

- 2. Additional content migration, if requested, is available for \$3 per web page or document
- 3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
- 4. Additional website storage is available at \$500 per year for each additional 10GB website storage.
- 5. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of California.
- 6. Both parties must agree in writing to any changes or additions to this Sales Agreement.
- 7. CITY understands that project completion date is highly dependent on their timely communication with Contractor. CITY also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Contractor customer portal found at https://support.Contractor.com.
 - b. During the project, CITY will respond to Contractor inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CITY understands that project timelines will be delayed if they do not respond to Contractor inquiries in a timely manner.
- 8. Contractor will provide a free redesign of the website in year 4 of the agreement. This assumes the CITY agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
- 9. CITY owns design, content, and will receive periodic updates to the CMS for the life of the contract.
- 10. Unless otherwise agreed, Contractor does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
- 11. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
- 12. After content migration, CITY is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CITY will also have the ability to add new photos, content, and pages.

Application Integration:

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Contractor provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Contractor Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Public Service Request
- Online Interactive Forms (Public Records Request App)
- Citizen Connect (Community Blog)
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

• Audit Trail

- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

SERVICE LEVEL & CMS LICENSE AGREEMENT

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between The City of Redondo Beach, California (known in this agreement as *City*) and *Contractor Software Systems*, *LLC*., for support services to be provided by *Contractor Software Systems*, *LLC*. to *City* and, thereby ensuring a timely and efficient support service is available to *City* end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

- 1. To create an environment which is conducive to a co-operative relationship between Contractor Software Systems, LLC. and City to ensure the effective support of end users
- 2. To document the responsibilities of all parties taking part in the Agreement
- 3. To ensure that *City* achieves the provision of a high quality of service for end users with the full support of *Contractor Software Systems*, *LLC*.
- 4. To define the commencement of the agreement, its initial term and the provision for reviews
- 5. To define in detail the service to be delivered by *Contractor Software Systems, LLC.* and the level of service which can be expected by *City*, thereby reducing the risk of misunderstandings
- 6. To detail via a question list, information *Contractor Software Systems, LLC.* requires *City* to extract from end users prior to *Contractor Software Systems, LLC.* involvement
- 7. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data

- 8. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
- 9. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

1.3 Review Procedure

This agreement will be reviewed one year from the date of commencement, or at a mutually agreed date, by *City* and Contractor Software Systems, LLC. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

1.4 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both *City* and Contractor Software Systems, LLC. This is in reference to the agreed upon 99.99% detailed in item 2.5 of this agreement. In the event of a discrepancy between actual and targeted service levels both *City* and Contractor Software Systems, LLC. are expected to identify and resolve the reason(s) for any discrepancies in close cooperation.

Service level monitoring will be performed by *City*. If *City* suspects that response times for faults do not adhere to expected response times in table 2.2 they should provide information to Contractor in response to items in 4.2

Service level monitoring and reporting is performed on response times for faults, as specified in Section 3.4 of this agreement.

CITY RESPONISIBILITIES

2.1 Functional Overview

The purpose of this section is to detail the *City* responsibilities for the referral and resolution of all computer related faults and queries (supported products only) encountered by end users throughout the *City's* contracted services with *Contractor Software Systems*, *LLC*. This includes the following specific responsibilities:

- Provision of a main point of contact during City business hours.
- Extracting information from end users as per *Contractor Software Systems, LLC.* specified list of questions (detailed in section 4)
- Timely referral of faults to *Contractor Software Systems, LLC.* as per method detailed in section 4

• Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

2.2 Response Times

Table 2.2 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial response to the City as per Section 2.3 of this document. The support level refers to the City guide for support available as illustrated in Section 2.3 of this document. City agrees and understands that, in rare cases, response times may be delayed due to an overabundance of tech support requests on the part of the City or Contractor customers, natural disasters, acts of God, etc.

					Request
	Crisis	Urgent	Critical	Normal	For
					Service
Priority	Immediate	Urgent	High	Normal	Normal
Time for Response	< 1 Hour	1 Hour	4-6 Hours	24 Hours	Dependent Upon Request
Report Method	Revize Live Phone Support 248-269-9263	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal

Table 2.2

2.3 City Guide for Support (Report Method Details) – Fault Matrix Crisis

- Crisis issues are issues that make your website completely inoperable. In this
 case you should call our tech support team immediately at 248-269-9263
- Example(s) include: Entire website not accessible from multiple devices/browsers **Urgent**
 - Urgent issues are issues that render your system partially inoperable. These requests can be submitted to our tech support team through phone or within our customer portal www.support.Contractor.com
 - Example(s) include: Partial portion of website not accessible from multiple devices/browsers, unapproved information on the website, or time sensitive information not available on live website.

Critical

- Critical Issues are issues that deny you the ability to perform a core function of the system. These requests should be submitted to the customer portal www.support.Contractor.com
- Example(s) include: CMS not publishing to live site, perceived slow load time, content updates not appearing as intended in live site.

Normal

- Normal issues are issues that deny usability of limited functions of the system.
 These requests should be submitted to the customer portal www.support.Contractor.com
- Example(s) include: General site irregularities, login issues, photo resizing, or image/graphic requests.

Requests for Service

Requests for service are completed with the mindset that we do not "nickel and dime" our Citys. Your annual maintenance agreement includes requests for service that you and staff may not be able to do yourselves. These types of requests include new icons, graphics, buttons, photo editing, page types, and custom applications. Contractor will add in these services with no charge up to a level of reasonability beyond what is included in your contract. These requests should be submitted to the customer portal www.support.Contractor.com. If there is no charge, Contractor will complete the changes as requested. If there is any charge, we will respond to you with alternative free options or a quote for the additional work.

2.4 Priority Level Response/Resolution Times

Table 2.2 shows the required initial telephone/portal response times for the individual priority ratings. All times indicated represent telephone response time during specified working hours of 8 a.m. to 8 p.m. Eastern Time Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by *City* and *Contractor Software Systems, LLC*.

The indicated response time represents the maximum delay between a fault/request being reported to the *Contractor Software Systems*, *LLC*. and a *Contractor Software Systems*, *LLC*. representative contacting the *City* by telephone or through the customer portal. The purpose of this contact is to notify the City of the receipt of the fault/request from *City* and provide the City with details of the proposed action to be taken in respect of the particular fault/request.

Due to the nature and variety of issues that could be reported by the City, resolution times vary dependent upon the issue itself. It is not uncommon for a perceived "quick fix" to take multiple working days, or a perceived long term request to be completed in a matter of hours. When possible, Contractor will provide an estimated time of resolution

upon initial report from the City. If, after further investigation, Contractor determines the expected time to significantly change, Contractor will contact the City to discuss the details and new suspected time frame.

2.5 Website Application Availability Monitoring

Website application availability monitoring will be performed by *City* using software of their choice. If *City* suspects that website availability fails to meet the agreed upon threshold of 99.99% in any one month, they agree to immediately open a support ticket in the customer portal to notify *Contractor Software Systems, LLC.* of the issue.

Upon resolution of downtime issue, if *City* suspects the 99.99% was not met, *City* agrees to provide information to *Contractor Software Systems*, *LLC*. which includes SCOM report and a written narrative describing any details of the perceived downtime issue. Upon *Contractor Software Systems*, *LLC*. review and concurring thereof *Contractor Software Systems*, *LLC*. customer will be eligible for a credit equal to the monthly portion of annual services fee as set forth in table 2.5 below. This credit would be applied to the next invoice due. The credit will not be provided if support ticket was not opened or for issues caused by *City*.

Table 2.5 – Webs Availability C Website Ap Availabi	redit Table plication	Credit % for Monthly Portion of Annual Services Fee
From To		
99.99%	99.50%	0%
99.49%	99.00%	10%
98.99%	95.00%	15%
94.49% 90.00%		50%
Less than	90.00%	100%

Table 2.5

3. CONTRACTOR SOFTWARE SYSTEMS, LLC RESPONSIBILITIES

3.1 Functional Overview

Contractor Software Systems, LLC. is a provider of computing software maintenance service and support to the City.

3.2 Hours of Operation

A Contractor Software Systems, LLC. representative will be available to provide support functions between the hours of 8 a.m. and 8 p.m. Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by City. The Contractor Customer portal is monitored 24 hours a day. Beyond the 8 a.m. to 8 p.m. EST Contractor does not guarantee response times. Response times through the customer portal officially begin at 8 a.m. EST and end at 8 p.m. EST. However, Contractor Software Systems, LLC does reserve the right to respond to requests outside of these hours.

3.3 Response Times

The Contractor Software Systems, LLC. will accept the priority assigned to a fault by City, as per Fault Matrix in 2.3 and Priority Assignment criteria in 4.1.

3.4 Service Level Targets

The Contractor Software Systems, LLC. will respond within the time specified by the priority allocation. City will issue reports as and when required to the Contractor Software Systems, LLC. Support staff for the purpose of gauging Contractor Software Systems, LLC. performance.

3.4 Website Application Availability

The Contractor Software Systems, LLC. agrees to a live website availability threshold of 99.99% of the time in a calendar month. It is understood that Contractor Software Systems, LLC will perform routine maintenance during non-peak hours as necessary that is not factored in as part of the availability threshold. Non-peak hours are from 2:00A.M. to 6:00A.M. Eastern Standard Time. City may request other updates/features that necessitate downtime as well. Contractor Software Systems, LLC will notify City when expected downtime is greater than 15 minutes.

4. SUPPORTED PRODUCTS / APPLICATIONS / SYSTEMS

Software Products Supported:

- Contractor CMS
- Hosted Website
- Source Files
- · All Included Contractor Web Applications

Contact Details:

Live Phone Support: 248-269-9263

Customer Portal: www.support.Contractor.com

Email (Unofficial Channel): Support@Contractor.com

Priority Assignment Criteria:

As assigned by the *City* fault matrix in section 2.3 of this document. This response time is to indicate the initial telephone, email, or support portal response by *Contractor Software Systems, LLC.*, as described in Section 2.4 of this document, to the City as detailed on the *City* Fault Report Form.

Method of Fault Referral:

- Customer Portal transmission of *City* Fault Report Form by *City* staff to *Contractor Software Systems, LLC.* At support.Contractor.com
- Telephone contact by City operator.

4.2 Information to be provided by City for Timely Response:

- Complete description of issue
- Time estimate of when City started experiencing this issue
- Whether a change was requested recently in relation to this issue
- URL where issue is occurring (if applicable) Screenshot of this issue (optional)

Method of Return of Resolved Faults:

Immediately following actual resolution of each individual fault/request a *Contractor Software Systems, LLC*. representative will notify *City* by telephone, email, or customer portal of the completion of the fault/request. If applicable, within 48 hours of resolution *Contractor Software Systems, LLC*. will provide *City* with details of resolution.

Other (Details):

Contractor Software Systems, LLC. maintains a real-time project support portal where fault issues can be reported by the City. This portal can be found at support.Contractor.com where a user name and password will be required. This project support portal will have an updated status of the completion progress of each issue as determined by Contractor.

Although each issue is updated when key objectives are met, *City* may request an update at any time. When *City* has issues outstanding in this portal, they will check in at least once per week to answer any follow up questions from *Contractor*. If there are no outstanding issues this is not required. For a general update request, *City* will make request notating each outstanding fault they would like an update on. *Contractor* will respond with details of current status and return the report to *City* within 72 hours of receipt of the report.

5. CONTRACTOR CMS LICENSE

5.1 Enterprise Contractor CMS License

As part of this agreement Contractor Software Systems, LLC. will provide to the CITY a full Enterprise Contractor CMS Software license. This software is a proprietary software built and maintained by Contractor Software Systems LLC. and is intended to allow for the CITY to easily update the content of their website. CITY agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CITY, with other entities not identified in this agreement is prohibited.

Contractor will maintain, update, and host the Contractor CMS during the contract period. In the event that the contract is terminated, for any reason, Contractor will provide the latest version of the Contractor CMS to the CITY, provided all payments for the entire length of the contract is fully paid. Notice of termination must be in writings and given to the non-terminating party at least 30 days prior to the effective date of termination. This system will then have the ability to be hosted and used by the CITY as long as they wish. Contractor will provide reasonable support in transferring the CMS system to the CITY's decided upon hosting architecture.

Products Provided to City Include:

- · Contractor CMS License
- Hosted Website
- Source Files
- All Included Contractor Web Applications

EXHIBIT "B"

SCHEDULE FOR COMPLETION

<u>Term</u>. The term of this Agreement shall commence November 8, 2022 and expire November 7, 2025 ("Term"), unless otherwise terminated as herein provided. With two (2) additional one (1) year extensions upon written agreement by parties.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT.** First-year costs, inclusive of implementation and application integrations total \$73,200.00 with an Annual Hosting & Maintenance Fee of \$9,700.00 per year. The total not to exceed amount for this Agreement is \$120,000.

P	ayment Amount	Payment Date	Includes
\$	36,600.00	Upon Completion of Phase 2	50% 1st Year Project Costs
\$	36,600.00	Upon Completion of Phase 7	50% 1st Year Project Costs
\$	9,700.00	10/31/2023	Year 2 of Annual Hosting & Maintenance
\$	9,700.00	10/31/2024	Year 3 of Annual Hosting & Maintenance
\$	9,700.00	10/31/2025	Year 4 of Annual Hosting & Maintenance
\$	9,700.00	10/31/2026	Year 5 of Annual Hosting & Maintenance

 METHOD OF PAYMENT. Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

3. SCHEDULE FOR PAYMENT.

The above-listed Total Year 1 will be invoiced in accordance with the following milestones:

50% of 1st year project Costs upon Completion of Phase 2 50% of 1st year project Costs upon Completion of Phase 7

For subsequent annual periods, the Service fees are due and payable annually in advance of the renewal date.

 NOTICE. Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties. <u>Contractor</u> Joseph Nagrant

Business Development Director Contractor Software Systems

150 Kirts Blvd. Troy, MI 48084 248-269-9263

<u>City</u> Luke Smude

Assistant to the City Manager

415 Diamond Street

Redondo Beach, CA 90277

310-918-0695

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

<u>Additional Insured Endorsement:</u>

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

tilis certificate does not confer ng	file to the certificate holder in hed of st	this certificate does not comer rights to the certificate notice in fled of such endorsement(s).							
PRODUCER		CONTACT Thomas Dickow							
Insurance Providers of Michigan, Inc.		PHONE (A/C, No, Ext): (248) 763-2268 FAX (A/C, No): (248) 504-5580						
3001 W. Big Beaver Rd.		E-MAIL ADDRESS: tdinsuranceproviders@gmail.com							
		INSURER(S) AFFORDING COVERAGE	NAIC #						
Troy	MI 48084	INSURER A: HARTFORD UNDERWRITERS INS CO	30104						
INSURED		INSURER B: HARTFORD INS CO OF IL	38288						
Revize, LLC		INSURER C:							
150 Kirts Blvd Suite B		INSURER D:							
		INSURER E:							
Troy	MI 48084	INSURER F:							
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:							

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE			POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		WVD				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000
Α							MED EXP (Any one person)	\$ 10,000
		Υ		35SBAAZ0A0F	09/10/2025	09/10/2026	PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
4	OWNED SCHEDULED AUTOS	Υ		35SBAAZ0A0F	09/10/2025	09/10/2026	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 1,000,000
4	EXCESS LIAB CLAIMS-MADE	Υ		35SBAAZ0A0F	09/10/2025	09/10/2026	AGGREGATE	\$ 1,000,000
	DED RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
3	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		35WECAZ0ABB	09/10/2025	09/10/2026	E.L. EACH ACCIDENT	\$ 1,000,000
٠	(Mandatory in NH)			33WECAZUABB	09/10/2023	09/10/2020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Professional Liability/Cyber						Per claim	\$2,000,000
С	. research Edulity, eyes	Υ		35TE0561865	09/10/2025	09/10/2026	Per aggregate	\$2,000,000
							Retention	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION
City of Redondo Beach, CA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
415 Diamond Street		AUTHORIZED REPRESENTATIVE
Redondo Beach	CA 90277	Slow Di

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Policy Number: 35 SBA AZ0A0F

Policy Period: 09/10/2025 to 09/10/2026

Named Insured and Mailing Address:

Revize, LLC, 150 Kirts Blvd Suite B, Troy, MI 48084

Policy Change Number: 012

Policy Change Effective Date: 11/13/2025, Effective hour is the same as stated in the

Declarations Page of the Policy.

Insurer:

Hartford Underwriters Insurance Company, a property and casualty company of The

Hartford

One Hartford Plaza, Hartford, CT 06155

Name of Agent/Broker:

INSURANCE PROVIDERS OF MI INC 3001 W BIG BEAVER RD STE 117

TROY, MI 48084

Code: 35357295

Coverage Parts Affected:

Common

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is an additional premium in the amount of:

\$14

*Price is subject to fees and surcharges

Countersigned by:

Susan S. Castaneda

11/13/2025

Authorized Representative

Date

Form SC 00 06 10 18 Page 1 of 2

Process Date: 11/13/2025 © 2018, The Hartford Policy Expiration Date: 09/10/2026

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The following Additional Insured has been added as an Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization.

Name of Additional Insured(s) Person or Organization:
City of Redondo Beach, CA, 415 DIAMOND ST, REDONDO BEACH, CA 90277

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART			
SC 00 02 10 18	SPECTRUM SUPPLEMENTAL SCHEDULE OF AUDITABLE COVERAGES	Common			
SC 00 06 10 18	POLICY CHANGE	Common			

Premium associated with this Policy Change has pro rata factor 0.824.

Form SC 00 06 10 18 Page 2 of 2

Process Date: 11/13/2025 © 2018, The Hartford Policy Expiration Date: 09/10/2026

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SPECTRUM SUPPLEMENTAL SCHEDULE OF AUDITABLE COVERAGES

This schedule reflects only those classes and/or coverages that are subject to audit.

POLICY NUMBER: 35 SBA AZ0A0F Revised: 11/13/2025

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

Auditable Coverage Description:

LOC 1, BLDG 1:

150 KIRTS BLVD STE BTROY,MI 48084-5312

Class Code: 11171

Class Code Description: Software, Internet, Application & Web Design

Coverage Description	Rating Basis	Exposure	Final Rate
Business Income and Extra Expense	Sales	7,350,000	0.025000
Business Income from Civil Authority Orders	Sales	7,350,000	0.001000
Business Income from Off- Premises Operations	Sales	7,350,000	0.001000
Business Income from Websites	Sales	7,350,000	0.001000
Collapse Business Income	Sales	7,350,000	0.001000
Cyber Virus and Malware Coverage - Bl	Sales	7,350,000	0.001000
Cyber Virus and Malware Coverage - Digital Ransom and Extortion Threats - Bl	Sales	7,350,000	0.001000
Employee Dishonesty Coverage - Excludes ERISA Compliance	Sales	7,350,000	0.006000
Fraudulent Transfer Coverage	Sales	7,350,000	0.001000
Fungi, Wet Rot or Dry Rot - Limited Coverage Business Income	Sales	7,350,000	0.001000
Interruption of Computer Operations	Sales	7,350,000	0.001000
Liability and Med Exp (Premises/Completed Operations)	Sales	7,350,000	0.013000
Newly Acquired or Constructed Property BI	Sales	7,350,000	0.001000
Products - Completed Operations	Sales	7,350,000	0.006000
Spoilage Business Income	Sales	7,350,000	0.001000
Sump Overflow or Sump Pump Failure BI	Sales	7,350,000	0.001000

Form SC 00 02 10 18 Page 1 of 2

Process Date: 11/13/2025 © 2018, The Hartford Policy Expiration Date: 09/10/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



Coverage Description	Rating Basis	Exposure	Final Rate	
Transit Business Income	Sales	7,350,000	0.001000	



Administrative Report

H.14., File # 25-1595 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY THE CITY COUNCIL ON JUNE 10, 2025

EXECUTIVE SUMMARY

On April 29, 2025, the City Council held a strategic planning session to discuss and update the City's Strategic Plan. At the session, the Mayor and City Council considered recent accomplishments, completed a strengths, weaknesses, opportunities, and threats (SWOT) analysis, evaluated and adjusted the previously established three-year goals, and listed specific objectives for the upcoming 10-month period. On June 10th, the City Council reviewed the draft objectives, added a few additional items that are incorporated in the attached matrix, and adopted the Plan. This report provides the fifth update to the current Strategic Plan.

BACKGROUND

The City has been committed to a strategic planning process since 1998, a process that focuses staff resources on achievable policy goals and objectives set by the City Council. On April 1, 2025, the Council approved an updated contract with Leading Resources Inc. for consulting services to facilitate the City's Strategic Planning Session on April 29, 2025.

During the session, the Mayor and City Council discussed the City's prior accomplishments, evaluated and adjusted the previously established three-year goals, and identified the objectives for the new plan.

The three-year goals (2025-2028), which serve as the overarching framework for the Strategic Plan, were updated and now identify more specific Goals that are organized under five Priority Areas:

Priority Area 1: Economic Vitality

- Goal 1.1: Enhance the Waterfront
- Goal 1.2: Revitalize Artesia Boulevard
- Goal 1.3: Position Redondo Beach as a Destination for Business Investment
- Future Goal 1.4: Revitalize the Pacific Coast Highway Corridor

Priority Area 2: Public Safety and Community Well-Being

- Goal 2.1: Implement Measure FP (Reconstruct City Fire and Police Facilities)
- Goal 2.2: Strengthen the City's Mental Health Response and Community Support

Systems

- Goal 2.3: Further Enhance the City's Approach to Addressing Homelessness
- Goal 2.4: Continue to Leverage Technology to Enhance Public Safety, Emergency Response, and Community Resilience

Priority Area 3: Infrastructure and Public Spaces

- Goal 3.1: Rehabilitate City Roads and Critical Public Facilities
- Goal 3.2: Expand and Enhance Public Spaces, Amenities, and Programs
- Goal 3.3: Enhance Alternative Transportation Options
- Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall

Priority Area 4: Customer-Centered Service Delivery

 Goal 4.1: Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services

Priority Area 5: Community Stewardship

- Goal 5.1: Advance Environmental Sustainability and Climate Resilience
- Goal 5.2: Preserve and Promote the City's Historic Resources and Neighborhood Character

The objectives have been drafted to ensure that they are specific and quantifiable, identify the various Departments that will be responsible for their completion, and establish target execution dates.

The City Manager's Office provides monthly updates on the adopted ten-month objectives to enable the Mayor and Council to monitor the City's progress on the Strategic Plan. The attached matrix includes updates and notations provided by the Department(s) responsible for each objective. This is the fifth update provided for this iteration of the Strategic Plan.

COORDINATION

The ten-month objectives are completed by the assigned Department(s).

FISCAL IMPACT

Funds for activities related to the Strategic Plan are included in the City's annual budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

November 18, 2025 Strategic Plan Update

City of Redondo Beach Strategic Plan Three-Year Priority Areas & 10-Month Objectives

June 2025 - March 2026

CM= City Manager ATCM=Assistant to City Manager CD=Community Development CS=Community Services FD=Fire Department FS=Financial Services HR=Human Resources IT=Information Technology LIB=Library PD=Police Department PW=Public Works WED=Waterfront and Economic Development CA=City Attorney CC=City Treasurer

Pr	Priority Area 1: Economic Vitality Goal 1.1 Enhance the Waterfront							
#	When	Who	Objectives	Done	On Target	Revised	Notes	
1	March 1, 2026	WED/PW	Investigate the options and costs associated with improving the Pier Parking Structure to allow for redevelopment.	26.10	X			
2	July 15, 2025	WED	Identify strategies to proactively market and lease the identified commercial opportunity sites in the Harbor and Pier area.	Х			Staff appeared before the City Council during the July 8 and August 12 closed session agendas to discuss the strategies.	
3	September 1, 2025	WED	Complete the pre-design engineering studies needed to construct the new public boat launch and present the results to the City Council for review.	Х			Pre-design studies have been completed, and staff met with each Councilmember during the weeks of September 8 and September 15, to present the findings.	
4	December 31, 2025	WED, PW	Complete the entitlement approval process for all phases of the Seaside Lagoon Rehabilitation Project and complete the plans and specifications for Phase 1 of the project needed for the Coastal Development Permit.			Х	Local consideration of approval of the Lagoon's CDP and phase one construction plan set is on schedule. Coastal Commission review and approval is still TBD.	
5	October 1, 2025	WED, CD	Identify the process and cost to consider adjusting the Local Coastal Program requirements for King Harbor Marina parking.	X			Staff prepared a discussion item for City Council consideration on November 4, 2025. Direction was given to prepare the parking analysis needed to consider modifying the LCP requirements.	
6	March 1, 2026	FD, PD, CA, WED	Research policy options and prepare a draft Safety Ordinance for rental watercraft in King Harbor.			Х	Staff is working with the City Council to update Title 12 language. The scope of the initial ordinance project has expanded, and staff anticipates completing this item in June 2026.	
7	September 1, 2025	WED	Complete consideration of the preliminary Marine Mammal Center/Waterfront Education Center Property Use and Fundraising Agreement.		Х		The Option Agreement was drafted and sent to the Marine Mammal Care Center (MMCC) for review in early July. Staff met with MMCC representatives on September 4 to answer questions and walk through the document. MMCC submitted initial comments and redlines on September 14, followed by additional revisions on September 29. Staff presented MMCC's counter proposal to the City Council as an October 7 closed session item. In coordination with outside legal counsel, staff has drafted updated redline language	

8	October 1, 2025	WED, FD	Present a report to the City Council comparing the City's harbor/marine management operating model/organizational structure to others.			X	based on City Council direction and sent the redlines to MMCC. Representatives of MMCC are currently reviewing the redlines. Staff anticipates the presentation to occur at a City Council meeting in November/December.
9	October 1, 2025	WED	Prepare a report to discuss the options and process to remove the former Gold's Gym site from the Harbor Tidelands.			X	Staff anticipates bringing this as a Closed Session item in December 2025.
	Goal 1	.2: Revital	ize Artesia Boulevard				
#	When	Who	Objectives	Done	On Target	Revised	Notes
10	October 1, 2025	CD	Complete the policy discussions for adjusting the FAR Ratio and implementing property investment incentives along the Artesia/Aviation Corridor, in conjunction with the General Plan Phase 2 Update.	Х			The policy discussion was held by the City Council on August 5, 2025. The Council directed staff to prepare an ordinance allowing up to 1.5 FAR along Artesia/Aviation.
11	September 1, 2025	CD	Provide a report to the City Council detailing the impact the changes made to Artesia Blvd parking regulations are having on business reinvestment in the area.	Х			On August 5, the City Council directed staff to prepare an ordinance that would eliminate commercial parking requirements along Artesia. The draft ordinance will be reviewed by the Planning Commission in September and will return to City Council for consideration of adoption in late October.
12	December 31, 2025	CS, WED, PW	Provide a status report on the public art procurement effort on Artesia Blvd. by the City's newly-hired art consultant.		Х		Stakeholder interviews, the community meeting, and community survey are complete. The consultant is preparing the draft ARTesia Plan for staff review. The Draft Plan will be presented to the City Council at the December 16 meeting.
13	October 1, 2025	CD	Provide a report to the City Council on the process to study and consider implementing rooftop dining; lot merger incentives that would encourage property reinvestment/revitalization; and options to enhance the quality of business signage along the boulevards.			Х	Staff is currently preparing a draft ordinance and will present it to City Council for preliminary feedback in January 2026.
	Goal 1	.3: Positio	n Redondo Beach as a Destination for Business Investme	ent			
#	When	Who	Objectives	Done	On Target	Revised	Notes
14	November 1, 2025	WED, CD, ATCM, MAYOR+ COUNCIL SUBCOMM.	Convene an Economic Development Working Group to help recruit/retain businesses and assist staff in identifying and analyzing conditions/regulations/processes that exist in the City that may impede business reinvestment and report the preliminary results to the City Council.			X	An Economic Development Subcommittee met with two commercial development teams on four occasions to tour Artesia Blvd, the Waterfront, and PCH. Staff are currently working on a contract with a prospective third-party consultant to perform a void analysis along Artesia Blvd to identify desirable uses that generate foot and vehicle traffic. The consultant would also catalog parcel owners with contact information at key nodes, promote parcel assemblage, and contact owners to discuss new development standard regulations meant to promote redevelopment. Staff anticipate presenting this agreement for

				consideration of approval in December/January.
15	December 31, 2025	Support proactive development in the City with a focus on business retention and enhancing marketing efforts and outreach to potential businesses and provide a report to the City Council on the status of these efforts.	Х	A report of the City's economic development efforts will be provided with the above recommended agreement.
16	March 1, 2026	Create a Major Events working group to pursue opportunities and attract activities associated with the 2026 World Cup and LA28 Olympics, as appropriate.	X	Marketing material revisions are in progress and will be shared once finalized.

Future Goal 1.4: Revitalize the Pacific Coast Highway Corridor

Pr	iority Are	ea 2: Publ	lic Safety and Community Well-Being				
			ent Measure FP (Reconstruct City Fire and Police Facilitie	es)			
#	When	Who	Objectives	Done	On Target	Revised	Notes
17	August 1, 2025	ATCM	Complete selection of the firm to serve as the City's Owner's Representative and Bond Program Manager and present the contract to City Council for consideration of approval.	Х			An Agreement with Griffin Structures was approved by Council on July 15, 2025.
18	March 1, 2026	FIN, ATCM, PW, IT, PD, FD, CT	Following selection of the Owner's Representative and Bond Program Manager, work with the City's Municipal Financial Advisor to develop a strategy to appropriately time the City's bond issuance to complete the projects included in Measure FP.		Х		PRAG is standing by to advise the City as the funding needs and project schedule are developed in the Strategic Planning phase of Measure FP implementation.
19	March 1, 2026	ATCM, CA	Prepare the selection guidelines and resolution to form a Citizens Oversight Committee to review bond-related expenditures.		Х		
20	July 1, 2025	PW, PD	Complete the studies/design work needed to prepare the federal grant application for funding to replace the City's Police Shooting Range and engage appropriate outside/partnership agencies, pending release of the notice of funding opportunity.	Х			City was notified that the application was not selected for the grant for this Cycle. Efforts to identify alternative grant funding options are underway.
	Goal 2	.2: Streng	then the City's Mental Health Response and Community S	Suppo	rt Syst	ems	
#	When	Who	Objectives	Done	On Target	Revised	Notes
21	September 1, 2025	CA, FD, PD	Present a report to the City Council on the City's efforts to utilize grant funding to hire/procure a mental health clinician to provide targeted response to mental health-related incidents in the City.	Х			The report was presented to the City Council on September 2, followed by approval of an agreement with Clear on September 9. On October 7, 2025, the City Council also approved an agreement with HERO to provide consultation services and deploy a weekend pilot team
22	August 1, 2025	CA, FD, PD	Explore partnership with Hermosa Beach that would pool resources to enhance the City's ability to respond to mental health issues.	Х			The City of Hermosa Beach has agreed to Partner with the City to improve the City's ability to respond to mental health issues.
	Goal 2	.3: Further	r Enhance the City's Approach to Addressing Homelessne	ess			
#	When	Who	Objectives	Done	On Target	Revised	Notes
23	March 1, 2026	PW, CA	Complete construction of the pallet shelter expansion project.			Х	A bid opening occurred on November 5th and all bids exceeded budget by a wide margin. Additionally, the apparent low bid was protested. Staff is processing the Protest and will bring a recommendation to City Council once that process has been completed.
24	March 1, 2026	CS	Explore options to secure funding to support family supportive housing and report back to the City Council.		Х		
25	August 1, 2025	CS	Develop a program to implement foster youth vouchers and report back to the City Council.	Х			The Housing Authority approved the program agreement with Department of Children and Family Services at the June 17, 2025 Council meeting.

	Goal 2.4: Continue to Leverage Technology to Enhance Public Safety, Emergency Response, and Community Resilience							
#	When	Who	Objectives	Done	On Target	Revised	Notes	
26	March 1, 2026	PD	Update the City's Drone First Responder agreement with Aerodome after the company obtains the FAA certificate waiver for autonomous drone use.		Х			
27	October 31, 2025	IT, PD	Investigate options to modernize the City video camera platform and consolidate existing systems.			X	A new camera platform has been selected and installed, and all jail cameras have been replaced on a like-for-like basis. The City Security Systems Administrative Policy and Procedure (APP) has been updated and is currently under review. Staff plans to present an item to the City Council in late 2025 to discuss the updated APP and security camera inventory.	
28	February 1, 2026	FD, IT	Complete additional research on the functionality and costs associated with implementing the Tablet Command Application for the Fire Department.	Х			The product assessment is complete and Tablet Command was identified as the most suitable product available at this time.	

Pr	ioritv Are	a 3: Infr	astructure and Public Spaces					
	Goal 3.1: Rehabilitate City Roads and Critical Public Facilities							
#	When	Who	Objectives	Done	On Target	Revised	Notes	
29	December 31, 2025	PW	Identify the cost and process to inventory the condition of City facilities for future implementation of an asset management system.		Х		Staff is exploring software providers and cost	
30	December 1, 2025	PW, ATCM	Pursue grant funding for energy-related infrastructure improvements.		Х		Staff continues to explore opportunities to secure grant funding.	
31	March 1, 2026	PW	Research and provide a report to Council on the options to enhance the City's Street rehabilitation program.		Х			
	Goal 3	.2: Expan	d and Enhance Public Spaces, Amenities, and Programs					
#	When	Who	Objectives	Done	On Target	Revised	Notes	
32	April 1, 2026	CS, PW	Execute the Wilderness Park Master Plan as funded.		х		Construction on the Lower Pond Repair project began on August 18, 2025. The contractor's work is substantially completed and testing of the system is scheduled for early December.	
33	October 1, 2025	CS, PW	Complete conceptual design of the Franklin Park playground improvements.			х	The Franklin Park All-Abilities Playground Working Group held meetings from June through September 2025. Playground amenities have been selected and the conceptual design was presented to the Public Amenities Commission on Novem 12, 2025. The City Council will consider the design on December 16, 2025. Staff successfully applied for a National Parks and Recreation Society Grant, which will fund 50% of the playground equipment costs.	
34	November 1, 2025	CS/PW	Explore options to add signage to Ito Park that draws inspiration from signage found in America's National Parks.	х			Staff received information from Public Amenities Commissioners regarding signage language used by the FDR Presidential Museum and subsequently contacted the Museum for additional information. The City has been granted permission to replicate the historical content for usage on signs. Staff acquired quotes from three sign production companies and identified the most appropria vendor. Language for the Ito Park signage is being finalized with the assistance of the Bringing History to the Community subcommittee of the Public Amenities Commission. Installation is anticipated in late 2025.	

35	December 31, 2025	CS	Enhance available programming in the City's Teen Center.		х		The Teen Center Ribbon Cutting took place on September 25, 2025. Programming continues to develop as feedback is received by staff. A report detailing program development and participation will be presented to the City Council at the December 16, 2025, meeting.
36	November 1, 2025	CM, ATCM, FS	Provide a report on the status of negotiations with RBUSD regarding shared service and facility agreements.	Х			The most recent negotiation update was provided to City Council in October. An additional update is scheduled for closed session on November 18, 2025.
37	January 1, 2026	ATCM	Research and provide Council with a report regarding the next steps to implement a licensing agreement to produce and market City-branded apparel using the updated City logo.		Х		
38	October 1, 2025	ATCM	Prepare a report for Council to discuss the process and cost associated with updating the City flag with the new logo and also incorporating the logo on other City-maintained flags and banners.	Х			Staff presented the report at the October 7, 2025, City Council meeting.
	Goal 3	.3: Enhand	ce Alternative Transportation Options				
#	When						
		Who	Objectives	Done	On Target	Revised	Notes
39	January 1, 2026	Who PW	Objectives Award the construction contract to implement the City's Local Travel Network (LTN).	Done	On Target	Revised	Notes The project was advertised for bidding on September 18, 2025 and the bid opening was scheduled for October 16, 2025. No bids were received. PW staff are soliciting work via change order under a separate project.
39	January 1, 2026 December 1, 2025			Done		Revised	The project was advertised for bidding on September 18, 2025 and the bid opening was scheduled for October 16, 2025. No bids were received. PW staff are soliciting work via change order under a separate
	December 1,	PW	Award the construction contract to implement the City's Local Travel Network (LTN). Develop a strategy to deploy available funding for bike lane repainting to enhance bicycle safety	Done	X	Revised	The project was advertised for bidding on September 18, 2025 and the bid opening was scheduled for October 16, 2025. No bids were received. PW staff are soliciting work via change order under a separate project. Staff anticipates bringing this discussion item for City Council consideration in

Future Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall

Χ

Analyze BCT routes and determine if there are other route options that could enhance youth

February 1,

2026

CS

ridership.

42

Priority Area 4: Customer-Centered Service Delivery

Goal 4.1: Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services

#	When	Who	Objectives	Done	On Target	Revised	Notes		
43	January 1, 2026	CC, IT	Work with Departments to determine the records and processes that can be digitized in order to improve operations and meet retention and disposition requirements. Develop a plan to digitize City records, make them more easily accessible to the public, and provide a progress report to the City Council.		Х		Form digitization is in progress for the Finance Department, IT Department, HR, and City Clerk's Office. Staff are currently exploring tools leveraging AI to aid in document classification and metadata gathering. Initial meetings with each department are being held, and planning efforts are well underway.		
44	March 1, 2026	CC, IT	Research software options to improve the workflow for public records act requests.		Х		Product selection is complete, and the agreement is currently being reviewed by the City Attorney's Office.		
45	February 1, 2026	CC, IT, ATCM	Complete implementation of the new Agenda Management System to streamline internal operations and provide for enhanced agenda forecasting.		Х		The implementation of the new Agenda Management System is underway. Currently scheduled to go-live Q4, 2025 or Q1 2026.		
46	September 1, 2025	IT, ATCM	Develop a plan to prioritize and implement new online processes to improve the functionality of the City website and enhance service delivery, including the possible use of AI.	X			The website went live with an Al Chat Bot/Al Search on June 30, 2025. Staff continue ongoing efforts to improve search results through content updates.		
47	March 1, 2026	IT, ATCM	Implement the Access Redondo App update and make it easier for community members to submit customer requests.		X		The project has been kicked off, and Comcate staff are currently analyzing existing system data. Staff is evaluating data disposition strategies to align with record retention schedules and analyzing potential impacts. The system is tentatively scheduled to go live in Q1 or Q2 of 2026.		

	Goal 5	.1: Advan	ce Environmental Sustainability and Climate Resilience				
#	When	Who	Objectives	Done	On Target	Revised	
48	November 1, 2025	PW	Inventory the City's tree canopy and present a discussion item to the City Council to determine the best strategies to enhance the tree canopy in the future.			X	Staff presented this item to the Public Works and Sustainability Commission. Sta anticipates bringing the discussion item for City Council consideration in December 2025.
49	January 1, 2026	PW	Select and hire a consultant needed to study and update the City's Sewer System Management Plan.	Х			A contract amendment was approved on July 15, 2025. The SSMP will be presented to Council by June 2026.
50	February 1, 2026	ATCM, PW	Continue to advance efforts to install additional EV charging stations throughout the City.		х		On October 7, 2025 the City Council approved a CFA Grant Agreement for \$250,000 of charging equipment for electrical vehicles. An additional Grant from SCE to provide charging infrastructur at the City's Public Works Yard will be considered on the City Council's Novembe 18, 2025 agenda.
51	September 1, 2025	WED	Provide a status report on the City's California Coastal Commission LCP Local Assistance Grant Program grant application, including climate resiliency.	Х			The report was presented to the City Council on September 16, 2025. On October 7, 2025, the City Council approved a grant agreement with the Coastal Commission, securing \$500,000 in grant funding.
	Goal 5	.2: Preser	ve and Promote the City's Historic Resources and Neighb	orhod	od Cha	racter	
#	When	Who	Objectives	Done	On Target	Revised	Notes
52	November 1, 2025	CD, CA	Provide a report to the City Council on possible updates to the City's Historic Preservation Ordinance.				
53	March 1, 2026	CD	Prepare a contract for completion of a Citywide Historical Resources Survey and present it to the City Council for consideration of approval.				
54	October 1, 2025	CD	Review and present options to Council related to updating parking regulations in the Riviera Village as part of a larger discussion regarding preferred business uses in the Village.				



Administrative Report

J.1., File # 25-1555 Meeting Date: 11/18/2025

TITLE

For eComments and Emails Received from the Public



Administrative Report

L.1., File # 25-1491 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

TITLE

PUBLIC HEARING TO REVIEW THE RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT'S CALENDAR YEAR 2025 ANNUAL REPORT AND TO CONSIDER LEVYING AN ASSESSMENT FOR THE DISTRICT FOR CALENDAR YEAR 2026

PROCEDURES:

- a. Open Public Hearing, take testimony; and
- b. Close Public Hearing; and
- c. Adopt By Title Only Resolution No. CC-2511-089

ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2511-089, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE 2025 REPORT OF THE RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD AND LEVYING AN ASSESSMENT FOR CALENDAR YEAR 2026

EXECUTIVE SUMMARY

In accordance with State law pertaining to Business Improvement Districts, the Riviera Village Business Improvement District (BID) is required to prepare an Annual Report. The Report identifies improvements, activities, and associated costs within the BID for calendar year 2025 (January 1, 2025 - December 31, 2025) and includes highlights and accomplishments to date for 2025.

On November 4, 2025, the City Council adopted Resolution No. CC-2511-085, which included approval of the Report now on file with the City Clerk. A Public Hearing is required prior to the City Council taking formal action to confirm the Report and levy an assessment for the upcoming 2026 calendar year.

The BID Advisory Board recommends that the BID boundaries and the method and basis for levying assessments remain unchanged. Absent a majority protest at the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the report for Calendar Year 2025 as filed. The adoption of the Resolution also constitutes the levying of the BID assessment for Calendar Year 2026. In addition, the proposed Resolution would approve a contract with the Riviera Village Association, a non-profit corporation, to continue managing the BID's programs, contracts, and funding.

BACKGROUND

L.1., File # 25-1491 Meeting Date: 11/18/2025

The Riviera Village BID was established by the City Council in 2003 and operates on a year-to-year basis with an annual expiration on December 31. In accordance with state law pertaining to business improvement districts, each year the City Council must appoint a non-profit organization to serve as the Advisory Board to manage BID funds and implement improvements and programs. Historically, the Riviera Village Association has served as the Advisory Board. The Riviera Village Association has prepared its annual report for 2025, identifying improvements, activities, and associated costs proposed within the BID for upcoming 2026 calendar year. The report has been included as Attachment 2 and includes highlights and accomplishments to date for calendar year 2025.

The Advisory Board is also tasked with advising the City Council on the method and basis for the yearly levy of assessments against businesses to fund improvements and activities. BID funds are collected from businesses in the district by the City via the annual business license renewal process. Historically, the BID has distributed funds according to the following allocation: 50% for beautification, 40% for marketing, and 10% for administration. The Advisory Board does not recommend any changes to the existing assessment, which would remain as follows: each business license holder is assessed a base fee of \$125 plus a fee of \$34 per employee per year for a maximum assessment of \$1,400. Those licensees who are property owners are assessed on a per unit basis and pay a base fee of \$125 plus \$34 per rental unit per year for a maximum assessment of \$1,400. As examples, a licensee with 10 employees would pay a total annual assessment of \$465, and a licensee with no employees would pay a total annual assessment of \$125. A licensed property owner with four rental units would pay an annual assessment of \$261. The assessment is expected to bring in \$106,000 in revenue for 2026.

City staff recommends the City Council adopt the proposed Resolution confirming the 2025 report and levying the assessment for calendar year 2026, as described above.

The annual renewal of the BID and the related assessment requires City Council action. In preparation for the public hearing, the City Council took the following actions on November 4, 2025, as required by state law pertaining to BIDs:

- Adopted Resolution No. CC-2511-084 appointing the Riviera Village Association as the Advisory Board for the Riviera Village Business Improvement District and directing the preparation of the Annual Report for Calendar Year 2026
- Adopted Resolution No. CC-2511-085 preliminarily approving the Riviera Village Business Improvement District Advisory Board's Annual Report for Calendar Year 2025
- Adopted Resolution No. CC-2511-086 declaring its intention to levy an assessment for Calendar Year 2025, and setting November 18, 2025, at 6:00 PM as the date and time for the Public Hearing on the proposed assessments

Pursuant to state law, notice for the Public Hearing was given to all interested parties. The Public Notice for this Public Hearing and the Resolution of Intention was published in The Easy Reader on October 30, 2025. The Resolution of Intention was also mailed to each business within the BID during the week of November 4, 2025.

COORDINATION

The BID renewal is coordinated by the Waterfront and Economic Development Department with

L.1., File # 25-1491 Meeting Date: 11/18/2025

assistance from the City Manager's Office, City Attorney's Office, and the Financial Services Department, which helps with the annual BID assessment, receipt of payments, and processing of all BID assessments and payments.

FISCAL IMPACT

BID assessments are restricted for use exclusively by the BID and must be reported to the City Council annually. The BID encourages commercial activity and retail growth in the Village, which helps generate sales tax revenue for the City. Additionally, BID funds are often directed towards projects that improve City right-of-way areas and, as a result, offset City expenses.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso Confirming 2025 Report and Levying Assessment for Calendar Year 2026
- Report Riviera Village Business Improvement District Annual Report 2025-2026
- Public Hearing Notice The Easy Reader, October 30, 2025

RESOLUTION NO. CC-2511-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE 2025 REPORT OF THE RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD AND LEVYING AN ASSESSMENT FOR CALENDAR YEAR 2026

WHEREAS, the Parking Business Improvement Area Law of 1989, California Streets and Highways Code Sections 36500 et seq. (the "Law"), authorizes the City Council to levy an assessment against businesses within a parking and business improvement area which is in addition to any assessments, fees, charges, or taxes imposed in the City.

WHEREAS, pursuant to the Law, the City Council adopted Ordinance No. 2922-03 establishing the Riviera Village Business Improvement District (the "District") in the City of Redondo Beach.

WHEREAS, the boundaries of the District include all territory described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, by previous resolution, pursuant to Section 36530 of the Law, the City Council appointed an Advisory Board and directed the Advisory Board to prepare a report in connection with the proposed levy of an assessment against businesses in the District for Calendar Year 2025.

WHEREAS, in accordance with Section 36533 of the Law, the Advisory Board prepared and filed with the City Clerk a report entitled "Riviera Village Business Improvement District Annual Report 2025" (the "Report"), and, by previous resolution, the City Council preliminarily approved such Report as filed.

WHEREAS, the City Council has adopted a Resolution of Intention, Resolution No. CC-2511-089 declaring its intention to levy and collect an assessment for Calendar Year 2026 (January 1, 2026 to December 31, 2026) against businesses in the District.

THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That following notice duly given pursuant to the Law, the City Council has held a full and fair hearing regarding the levy and collection of an assessment within the District for Calendar Year 2026. All interested persons were afforded the opportunity to hear and to be heard regarding protests and objections to the levy and collection of the assessment for Calendar Year 2026. The City Council finds that there was no majority protest within the meaning of the Law. All protests and

objections to the levy and collection of the assessment and any and all other protests and objections are hereby overruled by the City Council.

SECTION 2. That based upon its review of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, and other reports and information, the City Council hereby finds and determines that (i) the businesses in the District will be benefited by the expenditure of funds raised by the assessment, (ii) the District includes all of the businesses so benefited, and (iii) the net amount of the assessment levied within the District for the Calendar Year 2026 in accordance with the Report is apportioned by a formula and method which fairly distributes the net amount in proportion to the estimated benefits to be received by each such business.

SECTION 3. That the City Council hereby confirms the Report as originally filed.

SECTION 4. That the adoption of this Resolution constitutes the levy of an assessment for the Calendar Year 2026 (commencing January 1, 2026, and ending December 31, 2026). The assessment formula, including the method and basis of levying the assessment, is set forth in Exhibit "B" attached hereto and incorporated herein by reference. Nonprofit organizations with documentation of non-profit status shall not be subject to the assessment.

SECTION 5. That the City Council hereby declares that the proposed uses of the revenues derived from the assessments levied against businesses in the District are for the following:

The types of improvements to be funded by the levy of an assessment against businesses within the District are the acquisition, construction, installation or maintenance of any tangible property with an estimated useful life of five years or more.

The types of activities to be funded by the levy of an assessment against businesses within the District are the activities which benefit businesses located and operating in the District.

SECTION 6. That, pursuant to Section 6 of the 2003 Ordinance, the City may contract with a separate entity to administer the improvements and activities of the District described in Section 5 above. The City hereby approves the proposed contract with Riviera Village Association to administer the improvements and activities of the District, the form of which is attached as Exhibit "C" attached hereto and incorporated herein by reference. Any agency that holds funds in trust for purposes related to the contract shall, at no expense to the City, provide an annual independent audit report by a Certified Public Accountant of these funds. The audit may be funded from assessment proceeds as part of the general administration of the District. At all times the City shall reserve full rights of accounting of these funds.

SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.		
PASSED, APPROVED and ADOI	PTED this 18th day of November, 2025.	
	James A. Light, Mayor	
APPROVED AS TO FORM:	ATTEST:	
Joy A. Ford, City Attorney	Eleanor Manzano, City Clerk	

STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF REDONDO BEACH)) ss	3		
I, Eleanor Manzano, City Clerk of Resolution No. CC-2511-08 City of Redondo Beach, Californ the 18th day of November, 202 and attested by the City Clerk, vote:	9 was pas nia, at a re 25, and the	ssed and adopt egular meeting ere after signed	ed by the City of said City Co and approved	Council of the ouncil held on by the Mayor
AYES:				
NOES:				
ABSENT:				
ABSTAIN:				
Eleanor Manzano, CMC City Clerk				

Exhibit A

District Boundaries

The exterior boundaries of the Riviera Village Business Improvement District are all operating businesses within the area generally described as follows:

Beginning at the NW corner of Catalina Avenue and Palos Verdes Blvd and proceeding north to include both sides of Catalina Avenue up to and including the north side of Avenue I, proceeding east to South Elena Avenue, north on South Elena Avenue up to but not including the MJ Building (1611 South Elena Avenue) on the west side, south on South Elena Avenue from and including the service station located at 1630 South Elena Avenue to Catalina Avenue and north on Catalina Avenue back to Palos Verdes Boulevard. Businesses located at 102 Via Valencia, 104 Via Valencia and 245 Palos Verdes Boulevard are not included within the BID boundary, and specifically described as:

A BUSINESS IMPROVEMENT DISTRICT IN THE CITY OF REDONDO BEACH. COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, THE BOUNDARIES OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 7, BLOCK 17, TRACT 2546, AS RECORDED IN MAP BOOK 26, PAGES 4 AND 5, IN SAID COUNTY RECORDER'S OFFICE, THENCE; WESTERLY, 141.15 FEET, ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 7 TO THE NORTHWESTERLY CORNER OF SAID LOT 7, THENCE; NORTHERLY, ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 7 AND LOT 6, SAID BLOCK 17, TO THE POINT OF INTERSECTION OF SAID WESTERLY PROPERTY LINE OF SAID LOT 6, AND THE EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF L0112, SAID BLOCK 17, THENCE; WESTERLY, ALONG SAID PROLONGATION OF THE NORTHERLY PROPERTY LINE OF SAID LOT 12, TO THE NORTHEASTERLY CORNER OF SAID LOT 12, THENCE; WESTERLY ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 12, LOTS 13 AND 14, SAID BLOCK 17, LOTS 2 AND 1, PARCEL MAP 8099, AS RECORDED IN PARCEL MAP BOOK 82, PAGE 38, IN SAID COUNTY RECORDER'S OFFICE, LOTS 17, 18, 19, 20, 21. 22, 23 AND 24, SAID BLOCK 17, TO THE NORTHWESTERLY CORNER OF SAID LOT 24, THENCE: SOUTHERLY, ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 2410 THE POINT OF INTERSECTION OF SAID WESTERLY PROPERTY LINE OF SAID LOT 24 AND THE EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF LOT 25 SAID BLOCK 17, THENCE; WESTERLY, 150 FEET, ALONG SAID NORTHERLY PROPERTY LINE OF SAID LOT 25 TO THE NORTHWESTERLY CORNER OF SAID LOT 25, THENCE; NORTHWESTERLY, TO THE NORTHEASTERLY CORNER OF LOT 1, TRACT 32347, AS RECORDED IN MAP BOOK 1033. PAGES 21 THRU 24 INCLUSIVE, IN SAID COUNTY RECORDER'S OFFICE, THENCE; WESTERLY, 150.07 FEET, ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 1, SAID TRACT 32347, TO THE NORTHWESTERLY CORNER OF SAID LOT 1, SAID TRACT 32347, THENCE SOUTHERLY, 135.03 FEET, ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 1, SAID TRACT 32347, TO THE SOUTHWESTERLY CORNER OF SAID LOT 1, SAID TRACT 32347, THENCE; SOUTHERLY, TO A POINT ON THE WESTERLY PROPERTY LINE OF LOT 3, BLOCK "A", TRACT 10303, AS RECORDED IN MAP BOOK 152, PAGES 34 THRU

37 INCLUSIVE, IN SAID COUNTY RECORDER'S OFFICE, SAID POINT BEING 100.08 FEET NORTHERLY, ALONG SAID WESTERLY PROPERTY LINE OF SAID LOT 3, SAID BLOCK "A", FROM THE SOUTHWESTERLY CORNER OF SAID LOT 3. SAID BLOCK "A". THENCE: SOUTHERLY, RESOLUTION NO. CC-2312-128 A RESOLUTION DECLARING ITS INTENTION TO LEVY AN ASSESSMENT FOR CALENDAR YEAR 2026 PAGE NO. 6 100.08 FEET FROM SAID POINT TO THE SOUTHWESTERLY CORNER OF SAID LOT 3, SAID BLOCK "A", THENCE; EASTERLY, 11 5.60 FEET, ALONG THE PROPERTY LINE OF LOTS 3, 2 AND 1, SAID BLOCK "A", TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID BLOCK "A", THENCE; SOUTHERLY, 20.14 FEET, TO THE NORTHWESTERLY CORNER OF LOT 2, TRACT 11920, AS RECORDED IN MAP BOOK 256, PAGES 21 AND 22, IN SAID COUNTY RECORDER'S OFFICE, THENCE; SOUTHERLY, 637.63 FEET, ALONG THE WESTERLY PROPERTY LINE OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12, SAID TRACT 11920, TO THE SOUTHWESTERLY CORNER OF SAID LOT 12, SAID TRACT 11920, THENCE; SOUTHERLY, TO THE NORTHWESTERLY CORNER OF LOT 1, BLOCK "I" SAID TRACT 10303, THENCE, S 26°26'10"E, 590.00 FEET, ALONG THE WESTERLY PROPERTY LINE OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19, SAID BLOCK "I", TO THE POINT OF INTERSECTIOIN OF THE SOUTHEASTERLY PROLONGATION OF THE WESTERLY PROPERTY LINE OF SAID LOT 19, SAID BLOCK "I" AND THE NORTHERLY PROPERTY LINE OF LOT 20, SAID BLOCK "I", THENCE, S 63°33'50" W, 20 FEET FROM SAID POINT OF INTERSECTION ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 20. SAID BLOCK "I", THENCE; S 31°22'28" W. 28.16 FEET, ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", THENCE; SOUTHEASTERLY, ALONG THE SOUTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", AND THE SOUTHERLY BOUNDARY LINE OF THE CITY OF REDONDO BEACH, SAID TRACT 10303, THENCE; NORTHEASTERLY ALONG SAID BOUNDARY LINE TO THE POINT OF INTERSECTION OF SAID BOUIVDARY LINE AND THE SOUTHEASTERLY PROLONGATION OF SOUTHWESTERLY PROPERTY LINE OF LOT 20, BLOCK "B", SAID TRACT 10300, THENCE; NORTHWESTERLY ALONG SAID SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "B" TO THE NORTHWESTERLY CORNER OF SAID LOT 20, SAID BLOCK "B", THENCE; S 40°18'16" W, ALONG THE NORTHWESTERLY PROPERTY LINE OF LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, AND 36, SAID BLOCK "B" TO THE POINT INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF NORTHWESTERLY PROPERTY LINE OF SAID LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 AND 36, SAID BLOCK "B", AND THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY PROPERTY LINE OF LOT 2 SAID BLOCK "B", THENCE; NORTHWESTERLY ALONG SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 2. SAID BLOCK "B", 65 FEET, THENCE; N 36°41'13" E, 139.65 FEET, TO A POINT ON THE SOUTHWESTERLY PROPERTY LINE OF LOT 19, BLOCK "A", SAID TRACT 10300, THENCE: SOUTHEASTERLY ALONG SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 19, SAID BLOCK "A" TO THE SOUTHERLY BOUNDARY LINE OF THE CITY OF REDONDO BEACH, THENCE NORTHEASTERLY ALONG SAID BOUNDARY LINE TO THE POINT OF INTERSECTION OF SAID BOUNDARY LINE AND THE WESTERLY BOUNDARY LINE OF PACIFIC COAST HIGHWAY, SAID WESTERLY BOUNDARY LINE OF PACIFIC COAST HIGHWAY BEING A CURVE CONCAVE TO THE NORTHEAST, CONCENTRIC WITH AND HAVING A RADIUS 100 FEET LONGER THAN THE SOUTHWESTERLY BOUNDARY LINE OF BLOCK 4, TRACT 12836, AS RECORDED IN MAP BOOK 254, PAGES 25 THRU 28 INCLUSIVE, IN SAID COUNTY RECORDER'S OFFICE, THENCE; NORTHWESTERLY, ALONG SAID WESTERLY BOUNDARY LINE OF PACIFIC COAST HIGHWAY, TO THE POINT OF INTERSECTION OF SAID WESTERLY BOUNDARY LINE OF PACIFIC COAST HIGHWAY AND THE EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF SAID LOT 7, SAID BLOCK 17, THENCE; WESTERLY, ALONG SAID EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF SAID RESOLUTION NO. CC-2312-128 A RESOLUTION DECLARING ITS INTENTION TO LEVY AN ASSESSMENT FOR CALENDAR YEAR 2026 PAGE NO. 7 LOT 7, SAID BLOCK 1710 THE POINT OF BEGINNING.

Exhibit B

Assessment of Formula (Method and Basis of Assessment)

The proposed assessment, Ordinance No. 3284-24 was approved by Council on 11/12/2024 is as follows: The proposed method and basis of levying the assessment for funding the improvements and activities of the Riviera Village Business Improvement District shall be that all license holders (with the exception of non-profit organizations who elect not to participate in the BID) will annually be assessed a base of \$125 plus a fee of \$34 per employee per year to a maximum assessment of \$1,400 per year. Those licensees who are property owners and are assessed on their business license fees on a per unit basis shall pay BID assessments of \$125 plus \$34 per rental unit per year with a maximum assessment of \$1,400 per year. For purposes of this assessment the number of employees will be that reported on City Business Licenses.

EXHIBIT C

PROPOSED CONTRACT BETWEEN THE CITY OF REDONDO BEACH AND THE RIVIERA VILLAGE ASSOCIATION

AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND RIVIERA VILLAGE ASSOCIATION

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Riviera Village Association, a California non-profit corporation (hereinafter "Contractor" or "Consultant").

- A. The City Council of the City of Redondo Beach ("City Council") established a Business Improvement District known as the Riviera Village Business Improvement District (hereinafter "District") a public entity formed under the 1989 Business Improvement District Act, pursuant to Section 36500 et seq. of the California Streets and Highway Code (hereinafter "Act"), by and through the adoption of Ordinance 2922-03 (Attachment #1) on December 2, 2003. Said Ordinance authorized the levy of a special assessment to support Contractor's operations.
- B. The City Council by previous resolution appointed the Riviera Village Business Improvement District Advisory Board (hereinafter "Advisory Board") and directed the Advisory Board to prepare a report in connection with the establishment of Contractor and the proposed levy of an assessment against businesses within the District.
- C. On November 18, 2025 the City Council adopted Resolution No. CC-XXXX-XXX confirming the report of the Advisory Board, finding that there was no majority protest and providing for the levy of an assessment for the 2026 calendar year.
- D. Pursuant to the aforementioned Ordinance and enabling law, assessments have been levied upon the various businesses located within the District.
- E. Said assessments are collected by the City as prescribed by Ordinance 2922-03 and as amended by Ordinance 3284-24 and shall be used only for the benefit of Contractor.
- F. The services, as identified in the Report of the Advisory Board are to be funded through the assessment levied on businesses within the District.

G. It has been determined that the public necessity and convenience is best served through a contractual arrangement between Contractor and the City.

The parties hereby agree as follows:

- A. <u>Description of Project or Scope of Services</u>. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. <u>Term and Time of Completion</u>. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. <u>Compensation</u>. City agrees to pay Contractor in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. <u>Brokers</u>. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. <u>City Property</u>. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the

direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

- 4. <u>Inspection</u>. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
- 5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
- 6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
- 7. <u>Changes and Extra Work</u>. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor, and approved by City Council.
- 8. Reserved.
- 9. <u>Professional Ability</u>. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to

- engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
- 10. <u>Business License</u>. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
- Termination Without Default. Notwithstanding any provision herein to the contrary, 11. the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination by City, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) all necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
- 12. <u>Termination in the Event of Default</u>. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
- 13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to

have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

- 14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds. if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. <u>Nonwaiver of Rights</u>. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. <u>Waiver of Right of Subrogation</u>. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
- 15. <u>Insurance</u>. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements set forth in Exhibit "D" that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 16. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement,

including without limitation all environmental laws, employment laws, and non-discrimination laws.

- Contractor acknowledges that eight (8) hours labor a. Acknowledgement. constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project. Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.
- b. <u>Prevailing Wages</u>. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
- 18. <u>Limitations upon Subcontracting and Assignment</u>. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 19. <u>Subcontractors</u>. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 20. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 21. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written instrument executed by both parties.
- 22. <u>Conflicting Provisions</u>. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
- 23. <u>Non-Exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
- 24. <u>Exhibits</u>. All exhibits hereto are made a part hereof and incorporated herein by reference.
- 25. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 26. <u>Confidentiality</u>. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

- 27. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
- 28. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 29. <u>Attorneys' Fees</u>. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 30. <u>Claims</u>. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
- 31. <u>Interpretation</u>. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
- 33. <u>Federal Funding</u>. In the event any portion of the consideration to be paid to Contractor shall be derived from federal sources, Contractor shall comply with all federal nondiscrimination regulations, which are herein incorporated by reference and made a part of this Contract.
- 34. <u>Severance</u>. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

- 35. <u>Authority</u>. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
- 36. <u>Waiver</u>. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 18th day of November, 2025.

CITY OF REDONDO BEACH, a chartered municipal corporation	RIVIERA VILLAGE ASSOCIATION a California nonprofit corporation
James A. Light, Mayor	By: Name: Title:
ATTEST:	APPROVED:
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager
APPROVED AS TO FORM:	
Joy Ford, City Attorney	

EXHIBIT "A"

PROJECT DESCRIPTION / SCOPE OF SERVICES

- A. PROJECT DESCRIPTION. Contractor or its agent shall render professional services in accordance with the Report of the Advisory Board and shall provide work program coordination consisting of program development and implementation, program administration, and financial reports for the Riviera Village Business Improvement District.
- B. **CONTRACTOR'S SERVICES.** Contractor shall submit program plans and reports City, which shall include the following documents.

1. Proposed Program Report

A program plan detailing services to be provided and operational/program budgets for each calendar year. Contractor shall outline the District's plans, goals and budgets for the ensuing calendar year in a report and submit that report up to ninety (90) days prior to each calendar year. Contractor shall include all documentation as required by Section 36533 of the Act, as well as all other pertinent provisions of the Act in the report.

2. Quarterly Reports

Contractor shall provide the City with updated quarterly reports outlining revenue and expenditures for the quarter and submit these reports for review to the Advisory Board.

3. End of Year Report

By December 31, 2026, Contractor shall submit to the City a complete end-of-year report, which includes the following information.

- a. A full disclosure financial statement including supporting documentation of all revenues and expenditures covering the period from January 1, 2026 to December 31, 2026.
- b. Statements by the Advisory Board Chairperson and Contractor's President certifying that staff time expended and payment requested was for services performed in accordance with the provisions of this Agreement.

Contractor shall administer the entire program in a fiscally responsible and prudent manner, within the parameters of the work program and budget approved by the City Council as part of the Report of the Advisory Board. Contractor and the Advisory Board shall pay for any contracted support services as required and any direct or related out-of-pocket expenses as may be necessary for the timely completion of work. In no event shall the obligations

or expenditures for items not budgeted in the Report be paid through assessments collected by the District. Contractor shall pay those costs out of its own funds.

For calendar year 2026, the program elements, as identified in the Annual Report of the Advisory Board, has been approved by a resolution of the City Council.

C. CITY'S SERVICES. City will perform the following duties.

- City will collect assessments, using reasonable efforts for the collection of delinquent assessments. City will authorize the disbursement of funds collected by the City to the Contractor.
- 2. City will review the Contractor's and Advisory Board's work plan, quarterly progress reports and end-of year-report.
- 3. City will continue to provide traditional and reasonable basic municipal services within the District boundaries. If feasible, the City will provide services that are similar to those provided before the District's formation.
- 4. City understands and agrees that projects, improvements and activities undertaken by the District are intended to be above and beyond basic City services.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

The term of this Agreement shall commence January 1, 2026 and expire December 31, 2026 ("Term"), unless otherwise terminated as provided herein.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- A. **AMOUNT.** Contractor's compensation for services to the District under this Agreement shall be paid as provided in the Annual Report from available District assessment funds. Following the execution of this Agreement, City shall disburse any District assessment funds currently held, including but not limited to, the amount of the first quarter levy collected from the first quarter mailing of the annual assessment to the District. Thereafter, the City will disburse funds quarterly following receipt of each quarter's annual levy. Generally, disbursement dates will be on or about February 1, May 1, August 1, and November 1.
- B. **METHOD OF PAYMENT.** Contractor may be required to provide back-up material upon request.
- C. SCHEDULE FOR PAYMENT. Contractor shall only be compensated for work performed under this Agreement out of available District funds; provided that no payment shall exceed the amount shown in the Annual Report for the related operational program, project or service.
- D. **NOTICE**. Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor. Riviera Village Association

1799 S. Catalina Avenue, Unit RVA

Redondo Beach, CA 90277

Attn: Allen Sanford, Board President

<u>City</u>. City of Redondo Beach

Waterfront and Economic Development Department

415 Diamond Street

Redondo Beach, CA 90277

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

- 1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.
- 4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
- 5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
- 6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
- 7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified

statement of the journeyman and apprentice hours performed under this Agreement.

- 8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.
- 9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:
 - "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- 10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.
- 11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.



RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT ANNUAL REPORT 2025-2026

The Riviera Village Business Improvement District (BID) advisory Board hereby requests that the City Council of the City of Redondo Beach authorize the continuance of a Parking and Business Improvement District in the Riviera Village area of Redondo Beach in accordance with the State Law of 1989 (36500 of the Streets and Highway Code). The BID Advisory Board further requests that the Mayor and City Council generally include the following in any Resolution of Intention considered for adoption at the Redondo Beach City Council meeting on November 4, 2025.

BYLAWS

On October 15, 2024 per Article 11 of the RVA's ByLaws ("Amendments to bylaws"), the BID Advisory Board amended the bylaws at a regular meeting by a majority of the Board members present at the meeting. The modified text is copied into the bylaws with the original, as required per Article 11. The amended bylaws document is included as "Exhibit A".

DISTRICT NAME

The name of the BID is "Riviera Village Business Improvement District".

DISTRICT BOUNDARIES

The district boundaries will remain unchanged.

PROPOSED ASSESSMENT

The assessment will remain unchanged for Calendar year 2026. However, it has not been confirmed by the City of Redondo Beach that the increased assessment Ordinance No. 3284-24 approved by council on November 12, 2024 have been charged to license holders in 2025.

Each business license holder pays a base fee of \$125 plus \$34 per employee/unit with a cap at \$1,400 per license.



METHOD OF COLLECTION

The assessment will be billed, accounted for and collected by the City. All BID funds collected by the City will be turned over to the BID in a timely manner consistent with the Agreement for Project Services executed between the City of Redondo Beach and the Riviera Village Association. The amount of fees collected quarterly through the BID in 2025 is \$69,228, of which we seek formal reporting to maintain transparency in our record keeping. Four payments have been received.

1) Q1: \$19,403 **2**) Q2: \$13,797 **3**) Q3: \$18,424 **4**) Q4: \$17,604.

INCOME/FUNDS DISTRIBUTION

Traditionally, the RVA has an annual budget earmarked with the following ratio of expenses as it relates to total income, which is variable: Administration: 10%, Marketing: 40%, Beautification & Maintenance: 50%. Please see the attached reports for 2025 Actuals in addition to 2026 Projections (Exhibits B & C). The Board does not desire to change the allocation or ratio of expenses for 2026.

PARKLET PROGRAM

The parklet program continues to be managed successfully by the Riviera Village Association in 2025. Parklets utilization has waned in the cooler weather. Regardless, most restaurants, with the exception of two, opted to remain in the program to take advantage of summer and fall popularity. The 2023 parklets aesthetics refurbishment is wearing well and provides a cohesive clean look to the Village landscape that consumers love. District 1 Council Member Brad Waller attends BID board meetings reporting the parklet program continues to increase tax revenue to the City of Redondo Beach.

The current Village-wide parklet permit expires July 1, 2026 under the 12th amendment issued December 7, 2023.



BEAUTIFICATION

The BID funded the build and install of four sidewalk planter boxes with drought tolerant plants located on the east side of South Catalina Avenue between Vista Del Mar and Avenida Del Norte and one on the east side of S Catalina in front of 1713 S Catalina Ave. The vibrant planter boxes replace former planting areas that were either barren or had unsightly overgrown weeds and dying plants. The BID continues to work with its landscaping company to maintain/replenish planter boxes along Catalina Ave, Avenue I, Avenida del Norte and Elena which enhances the look of Riviera Village to better reflect the clientele we serve. New "Shop, Dine, Relax" lamppost banners are ready for production. The RVA BID is coordinating the timing with Public Work's receipt of new banner brackets. The plan is to install the banners at the same time as bracket installation.

JOINT PROJECTS WITH CITY

The BID Board continues to meet with City staff regularly. City staff and our City Council Member are invited to, and attend, the monthly BID Board meetings. Funds for the permanent paver program have been allocated for years. In 2025, the City added permanent pavers to Avenida Del Norte. The RVA has managed several projects successfully and wants to continue to be a reliable partner to the City. An ongoing item is installing permanent retractable bollards in key areas of the Riviera for ease of street closures and pedestrian safety during community events.

MARKETING/PROMOTIONS

The general public is not aware of how much the BID accomplishes without financial assistance from the City of Redondo Beach. The community also does not know the BID's primary function is to raise funds that directly benefit the community, BID businesses, as well as the aestheitics of Riviera Village. The RVA BID has moved a project forward geared towards educating the public about the BID through a marketing campaign that will coincide with raising funds for an event or a small project. The first steps have been accomplished. The BID hired Marcus "Goodie" Goodloe, Ph.D., a leadership development professional. He led the RVA BID Board through an exercise focused on leadership, values, mission, goals, and vision. The well-received session empowered the BID Board to refocus the BID's impact on the community and develop a more profound sense of purpose for the BID Board's mission. Another outcome is a new mission statement, as follows, "The RVA strives to create a welcoming and vibrant community by collaborating with local businesses and the city to enhance public spaces and create economic vitality



while maintaining its village charm." Next, is to focus on the messaging via a professionally produced video and to determine the focus of a fundraiser.

The current digital ad plan is based on maintaining the steady climb of social media followers, raising overall awareness, informing the community of Village-wide events/business events and putting faces to the names of Village businesses. Since 2017, the RVA's marketing has been managed by a paid local professional. Responsibilities are social media, email marketing, website content management, project management and content creation. Advertising promotes the farmer's market, retailers, restaurants, services and large scale community events.

MERCHANT MIXERS

RVA Merchant Mixers are held twice per year in April and November at a Riviera Village restaurant. Business owners and their employees are treated to complimentary appetizers and a libation of their choice. The mixers provide an environment to unwind, meet fellow business owners, talk with BID Board members, city workers, RBPD and city council members - and for some, discover a new restaurant. At the September 15, 2025 Board Meeting, it was decided to increase mixers to four times per year.

HALLOWEEN & HOLIDAY STROLL

The 2025 Riviera Village Halloween Trick or Treat, is 3 PM to 8 PM on October 31, 2025. In 2025, Halloween falls on a Friday. The street closure has been extended to 8 PM to encourage adults to stay longer to extend the fun, spend time and spend money at Village establishements. The RVA expects another enthusiastic turnout. The community enjoys walking the village in costume with their family and collecting treats in a safe environment closed to motor vehicles.

The 2025 Riviera Village Holiday Stroll was another achievement. The RVA partnered with more sponsors to help offset costs. Event producer, Start to Finish Events, organized attractions including interactive photo opportunities with classic holiday characters and inflatables for kids - setting the mood with a DJ, uplit palm trees and snowflakes projected on the asphalt. Santa and the Grinch made a grand entrance in a vintage fire truck led by members of the Redondo Union High School marching band. Grinch and Santa



stayed throughout for photos. The dynamic environment was attended by thousands as a reminder to support Rivia Village small businesses. .

RIVIERA VILLAGE SUMMER FESTIVAL

The Riviera Village Summer Festival returned the last week of June 2025 with a schedule enhacement... a full day of vendors on Friday. The perfect weather made for an excellent turnout all three days. The 2025 festival earned the RVA \$60,000 versus \$39,000 in 2024...

CERTIFIED FARMERS MARKET

The BID continues to support the Certified Farmers Market located in the Triangle Parking Lot on Sunday. New in 2025, families love "the bubble guy" and live music. Kids Zone continues in 2025, conceived by vendor Yummmm Bar in cooperation with the market where parents and kids have a place to craft and play. The manager of the Farmers Market has excelled in curating a higher caliber and diverse vendor selection, focusing on organic farmers and a quality shopping experience. The market continues to be a source of income for the BID.

ADMINISTRATIVE

The coordinator of the BID Board hired in January 2022 is working well and helps maintain needed consistency. She is responsible for creating board meeting agendas, inviting outside guests to board meetings, notifying board members of meetings, assisting the board secretary with meeting minutes, organizing the annual report and other projects as needed. Board members continue in their additional volunteer positions managing specific village tasks and projects. Examples are: plant maintenance, lamp post banners/holiday decor, insurance, mixers and events.

INSURANCE POLICIES

General Liability Insurance required by the City of Redondo Beach was renewed. Officers and Directors Liability Insurance was also renewed. Certificate of Insurance for Events (Outside Dining Parklets & Sidewalk Sale during COVID-19) is in place as well.



PROJECTS/GOALS ANTICIPATED FOR CALENDAR YEAR 2026

Working as needed with the City of Redondo Beach and the Coastal Commission on recently proposed plans to widen sidewalks on S Catalina, change to parallel parking, and create bike lanes. The intention of wider sidewalks is to transition to sidewalk dining and remove the temporary parklets.

Another BID goal is beautification on Avenida del Norte. Additionally, an ongoing goal is improving safety while also adding a unique feature to the village with a Roundabout at Catalina Ave & Avenue I; roundabouts both improve traffic flow while separating pedestrians from vehicle traffic inside the roundabout where the vehicles travel. The BID's current long-term goal is to continue vetting possible solutions to the short-term and long-term parking challenges within the Village.

AMENDED BYLAWS | FINANCIAL REPORTS

Exhibit A: Updated Bylaws

Exhibit B: Projected Operating Budget for Calendar Year 2026

Exhibit C: RVA BID Financial Reports

BYLAWS OF

RIVIERA VILLAGE ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

ARTICLE 1: NAME

The name of this corporation is RIVIERA VILLAGE ASSOCIATION.

ARTICLE 2: PRINCIPAL OFFICE

- 2.1 The principal office for the transaction of the activities, affairs, and business of the corporation is located at 1611 Catalina Avenue I, Unit 115 Redondo Beach, California 90277-5277. The board of directors (Board) may change the principal office from one location to another. Any change of location of the principal office shall be noted by the secretary on these bylaws opposite this Article, or this Article may be amended to state the new location.
- 2.2 The Board may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to conduct its activities.

ARTICLE 3: **BOUNDARIES**

The *Riviera Village* (or "Village") is generally bounded on the north by Avenue I; on the east and south by Elena Avenue; on the west by Catalina Avenue. Specific boundaries are those as established by the Riviera Village Business Improvement District (BID) as on file with the City of Redondo Beach. The Riviera Village encompasses property only in the City of Redondo Beach.

ARTICLE 4: **DEFINITIONS**

- 4.1 The "RVA" or "Association" shall denote the *Riviera Village Association*.
- 4.2 The "Board" shall refer to the Board of Directors of the RVA.
- 4.3 The "Officers" shall refer to those Directors of the Board who are elected to specific operating positions in the RVA such as president, vice-president, treasurer and secretary.
- 4.4 The term "Business" shall mean a place of business that holds a current business license and is located within the RVA boundaries as described above in the City of Redondo Beach.

ARTICLE 5: PURPOSES AND LIMITATIONS

- 5.1 The Purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the Nonprofit Mutual Benefit Corporation Law.
- 5.2 Within the context of the general purpose stated above, this corporation is formed by the business community of the Riviera Village as a means to maintain and improve the physical surroundings of the Village as well as the business environment in the community. The RVA shall achieve these objectives by pursuing activities including, but not limited to physical improvements, beautification efforts, general maintenance, advertising and promotion, volunteer activities, staging of events and involvement in the City and community development efforts.
- 5.3 No part of the net earnings of the corporation may inure to the benefit of any member.

ARTICLE 6: **MEMBERSHIP**

6.1 <u>Members:</u> A Member is a person, corporation, partnership, trust, limited liability company, or an unincorporated association which is operating as a single entity and holds a valid Business License within the boundaries of the RVA.

ARTICLE 7: **PRIMARY FUNDING**

7.1 <u>Funding Agreement:</u> Funds are collected based on a contractual agreement with the City of Redondo Beach that recognizes the RVA as the advisory board of the BID for the Riviera Village. Funds may also be raised by the RVA via independently sponsored Special Events. These additional funds raised by the RVA shall be deposited and held in the same account as the funds collected from the City of Redondo Beach.

ARTICLE 8: **DIRECTORS**

- 8.1 <u>Number of Directors:</u> The Directors on the Board shall consist of a minimum of six and a maximum of eleven Members. Each director shall have one vote.
- 8.2 <u>Nomination and Election of Directors:</u> All persons wishing to serve on the Board shall be a member, owner, officer, partner or authorized representative of a member and submit their name to the currently sitting Board not less than forty-five days in advance of the upcoming election. Nomination submissions shall be sent via email to info@rivieravillage.net or mailed to the RVA, PO Box 3853, Redondo Beach CA 90277 and should more than eleven (confirmed eligible) persons submit their names to serve as Board members, elections shall be held. If an election is held, the Board will form a ballot with a slate of candidates which will be presented to the Membership in writing. Each licensed member shall have one vote and must submit their completed ballot for up to 11 candidates or write in and vote for additional eligible candidates. Election is done by simple majority of the votes cast. If elections are required pursuant to this clause, all ballots must be received by the morning of the general meeting. Completed ballots must

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- be sent via email to info@rivieravillage.net or mailed to the RVA, PO Box 3853, Redondo Beach CA 90277.
- 8.3 <u>Powers:</u> Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation Law and any other applicable laws, and subject to any limitations in the articles of incorporation and bylaws regarding actions that require the approval of the members, the corporation's activities and affairs shall be managed, and all corporate power shall be exercised, by or under the Board's direction.
- 8.4 <u>Specific Powers:</u> Without prejudice to the general powers set forth in the preceding section, but subject to the same limitations, the directors shall have the power to:
 - (a) Adopt and publish rules and regulations governing the Association;
 - (b) Suspend the voting rights of any member who is in default of the regulations of the Association:
 - (c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved for the membership by other provisions in these by-laws;
 - (d) Declare the office of a board member vacant in his or her absence from three consecutive regularly scheduled Board meetings except with notice of absence;
 - (e) .
- 8.5 <u>Duties of Directors:</u> It shall be the duty of the Board of Directors to:
 - (a) Cause to be kept a complete record of all of its acts and affairs and to present a statement of such activities to the members during an annual meeting of the membership or by publication (including via e-mail); or by posting on its website;
 - (b) Keep an annual statement of income and expenses, balance sheet, and keep a budget for the succeeding year.
- 8.6 <u>Terms:</u> Directors' terms shall be two years in length and commence on July 1st and end on June 30th.
- 8.7 <u>Authority to Contract:</u> The Board shall have the authority to enter into contracts on behalf of the Association. The President shall have the authority independent of the Board to contract up to \$250.00, but must report such a contract to the Board within thirty days. Contracts above \$250.00 must be approved by a majority of the board and signed by a minimum of two officers.

ARTICLE 9: **OFFICERS**

The Officers of the Association shall consist of the Directors serving as President, Vice President, Secretary, and Treasurer, plus any other offices as the Board may create.

9.1 <u>Election of Officers</u>: Officers shall be elected by a majority vote of board members. Election of officers shall be held at the first board meeting of the newly elected board members.

- 9.2 <u>Term & Term Limits for Officers:</u> Officers' terms shall be one year in length and commence on July 1st and end on June 30th.
- 9.3 <u>Number of Officers:</u> Any two or more Officers' positions may be combined except the President, but at no time shall there be less than three persons holding offices.

9.4 Duties of Officers:

- 9.4.1 <u>President:</u> Shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign any written instruments; shall be responsible for all distributions of notices; nominate standing committee Chairs (for Board majority approval); act as ex-officio member of all committees; and conduct business as necessary for the proper function of the Association.
- 9.4.2 <u>Vice President:</u> Shall act as President in place of the President's absence, inability or refusal to act; shall be responsible for Marketing and Public Relations matters; and shall exercise and discharge other duties as required by the Board.
- 9.4.3 <u>Secretary:</u> Shall keep a record of all proceedings, maintain an accurate set of By-laws of the Association; serve notice of the meetings of the Board and membership; cause news updates to be published and sent to the members on a regular basis, and shall exercise and discharge other duties as required by the Board.
- 9.4.4 <u>Treasurer:</u> Shall receive and deposit in proper accounts all monies of the Association and disburse such funds as directed by the Board; sign all checks; keep all proper books of account prepare statements of income & expenditures; cause to be prepared all proper tax documents; and shall exercise and discharge other duties as required by the Board.
- 9.5 Resignation & Removal of Officers: Any Officer may be removed from office by the Board of Directors with cause by a majority vote of the Board. Any Officer may resign from office and the Board by giving written notice to the Board, which resignation takes effect on the date of receipt. The acceptance of such resignation is not required. Officers may resign a specific Office, but remain on the Board as a Director only by a majority vote of the Board.
- 9.6 <u>Filling Unexpired Terms & Vacancies for Officers:</u> Upon resignation or removal of an Officer, the Board may appoint a replacement Officer from the current Board. New Officers are elected by a majority vote of the Board. Replacement Officers shall complete the term of the former Officer and may stand for election by the membership during the election for the next term period.
- 9.7 <u>Filling Vacancies on Board of Directors:</u> Upon resignation of a member of the Board of Directors, the Board may elect a replacement Director from the current membership. In the event the Board of Directors consists of less than eleven (11) members at any time, the Board may elect additional Directors up to a maximum of eleven (11) with no restriction on the total number of Directors being an even number.

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ARTICLE 10: MEETINGS

10.1 <u>Board of Directors Meetings</u>

- 10.1.1 <u>Regular Directors Meetings</u>: Regular meetings of the Board shall be held a minimum of four times per year. Notice of regular Board meetings shall be made to all Directors not less than five days prior to the meeting. Board members agree to attend 8 out of the 11 meetings held annually. The Board may vote to remove a member of the Board for excessive absences.
- 10.1.2 <u>Special Directors Meetings</u>: Special meetings of the Board shall be called by the President or any two Directors. Notice of special meetings shall be given by email not less than two (2) days prior to the vote on any issue to be considered at the special Directors meeting. All Directors shall vote by email on the issues considered at a special meeting.
- 10.1.3 <u>Board of Directors Quorum:</u> Every act or decision made by the Directors presented at a duly held meeting at which a quorum is present shall be regarded as an act of the Board. A quorum is defined below.

No. of Directors:	<u>Quorum</u>
5	3
6	4
7	4
8	5
9	5
10	6
11	6

10.2 Meetings of Members

- 10.2.1 <u>Regular Meetings of Members:</u> General meetings of the members shall be held once a year on the third Tuesday of May unless otherwise notified.
- 102.2 <u>Notice of Meetings:</u> Written notice for each meeting of the members shall be given at the direction of the Secretary at least five days in advance of the meeting. Such notice shall specify the time, day, location, and the purpose of the meeting.

ARTICLE 11: AMENDMENTS TO BY-LAWS

After two weeks advance written notice, these by-laws may be amended, at a regular meeting, by a majority of the Board members present at the meeting. Whenever the by-laws are amended, the modified text shall be copied into the book of by-laws with the original. Notice of amendments shall be made available to any member of the RVA upon receipt or be posted at www.rivieravillage.net.

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ARTICLE 12: PARLIAMENTARY PROCEDURE

Roberts Rules of Order, most current edition, shall be the authority on all points not covered by these by-laws and standing rules.

ARTICLE 13: RECORDS & INSPECTIONS

The by-laws, books, records, and papers of the Association shall be made available during reasonable business hours, for inspection by any members in the principle office. Records of the Association must be in compliance with all applicable rule, laws and regulations for a period of not less than two years in a place designated by the Board.

ARTICLE 14: ANNUAL REPORT

The Board shall make an Annual Report, that is presented to the Redondo Beach City Council, available to any member, upon request, within three months of the close of the fiscal year. This Annual Report will contain a summary of activities, list of Directors, Profit & Loss statement, and Balance sheet for the past fiscal year.

ARTICLE 15: DISSOLUTION OF ASSOCIATION

The Association may be dissolved only upon a written three-quarter vote of the Board. The Treasurer shall, after an affirmative vote for dissolution, distribute the balance of any surplus funds, after expenses, in accordance with the disbursement procedure recommended by the Board at that time, however subject to all laws relating to non-profit mutual benefit corporations.

ARTICLE 16: INDEMNIFICATION

- Right of Indemnity. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees and other persons described ion Section 7237(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in that Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that Section. "Expenses", as used in this by-law, shall have the same meaning as in Section 7237(a) of the California Corporations Code.
- 16.2 Approval of Indemnity. On written request to the Board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporations Code, the Board shall promptly determine under Section 7237(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of

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Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of members. At that meeting, the members shall determine under Section 7237(e) whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, members present at the meeting in person or by proxy shall authorize indemnification.

16.3 Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Section 16 of these by-laws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is not entitled to be indemnified by the corporation for those expenses.

ARTICLE 17: **INSURANCE**

The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's, employee's, or agent's status as such.

ARTICLE 18: MISCELLANEOUS

The fiscal year of the Association shall be January 1 through December 31...

ARTICLE 19: **CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly elected President and a Board Member of the Board of Directors of the RIVIERA VILLAGE ASSOCIATION, and that the foregoing By-laws constitute the succeeding By-laws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 7th day of September, 1995, and ratified by a majority of the membership present at a regular meeting.

These by-laws were amended on the 15th day of October 2024 and ratified by a majority of the Board present at a regular meeting.

RIVIERA VILLAGE ASSOCIATION

By: Allen Sanford President

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BYLAWS OF

RIVIERA VILLAGE ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

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- 5.1 The Purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the Nonprofit Mutual Benefit Corporation Law.
- 5.2 Within the context of the general purpose stated above, this corporation is formed by the business community of the Riviera Village as a means to maintain and improve the physical surroundings of the Village as well as the business environment in the community. The RVA shall achieve these objectives by pursuing activities including, but not limited to physical improvements, beautification efforts, general maintenance, advertising and promotion, volunteer activities, staging of events and involvement in the City and community development efforts.
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6.1 <u>Members:</u> A Member is a person, corporation, partnership, trust, limited liability company, or an unincorporated association which is operating as a single entity and holds a valid Business License within the boundaries of the RVA.

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7.1 <u>Funding Agreement:</u> Funds are collected based on a contractual agreement with the City of Redondo Beach that recognizes the RVA as the advisory board of the BID for the Riviera Village. Funds may also be raised by the RVA via independently sponsored Special Events. These additional funds raised by the RVA shall be deposited and held in the same account as the funds collected from the City of Redondo Beach.

ARTICLE 8: DIRECTORS

- 8.1 <u>Number of Directors:</u> The Directors on the Board shall consist of a minimum of six and a maximum of eleven Members. Each director shall have one vote.
- 8.2 <u>Nomination and Election of Directors:</u> All persons wishing to serve on the Board shall be a member, owner, officer, partner or authorized representative of a member and submit their name to the currently sitting Board not less than forty-five days in advance of the upcoming election. Nomination submissions shall be sent via email to info@rivieravillage.net or mailed to the RVA, PO Box 3853, Redondo Beach CA 90277 and should more than eleven (confirmed eligible) persons submit their names to serve as Board members, elections shall be held. If an election is held, the Board will form a ballot with a slate of candidates which will be presented to the Membership in writing. Each licensed member shall have one vote and must submit their completed ballot for up to 11 candidates or write in and vote for additional eligible candidates. Election is done by simple majority of the votes cast. If elections are required pursuant to this clause, all ballots must be received by the morning of the general meeting. Completed ballots must

- be sent via email to info@rivieravillage.net or mailed to the RVA, PO Box 3853, Redondo Beach CA 90277.
- 8.3 <u>Powers:</u> Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation Law and any other applicable laws, and subject to any limitations in the articles of incorporation and bylaws regarding actions that require the approval of the members, the corporation's activities and affairs shall be managed, and all corporate power shall be exercised, by or under the Board's direction.
- 8.4 <u>Specific Powers:</u> Without prejudice to the general powers set forth in the preceding section, but subject to the same limitations, the directors shall have the power to:
 - (a) Adopt and publish rules and regulations governing the Association;
 - (b) Suspend the voting rights of any member who is in default of the regulations of the Association;
 - (c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved for the membership by other provisions in these by-laws;
 - (d) Declare the office of a board member vacant in his or her absence from three consecutive regularly scheduled Board meetings except with notice of absence;
 - (e) .
- 8.5 Duties of Directors: It shall be the duty of the Board of Directors to:
 - (a) Cause to be kept a complete record of all of its acts and affairs and to present a statement of such activities to the members during an annual meeting of the membership or by publication (including via e-mail); or by posting on its website;
 - (b) Keep an annual statement of income and expenses, balance sheet, and keep a budget for the succeeding year.
- 8.6 <u>Terms:</u> Directors' terms shall be two years in length and commence on July 1st and end on June 30th.
- 8.7 <u>Authority to Contract</u>: The Board shall have the authority to enter into contracts on behalf of the Association. The President shall have the authority independent of the Board to contract up to \$250.00, but must report such a contract to the Board within thirty days. Contracts above \$250.00 must be approved by a majority of the board and signed by a minimum of two officers.

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9.4 Duties of Officers:

- 9.4.1 <u>President:</u> Shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign any written instruments; shall be responsible for all distributions of notices; nominate standing committee Chairs (for Board majority approval); act as ex-officio member of all committees; and conduct business as necessary for the proper function of the Association.
- 9.4.2 <u>Vice President:</u> Shall act as President in place of the President's absence, inability or refusal to act; shall be responsible for Marketing and Public Relations matters; and shall exercise and discharge other duties as required by the Board.
- 9.4.3 <u>Secretary:</u> Shall keep a record of all proceedings, maintain an accurate set of By-laws of the Association; serve notice of the meetings of the Board and membership; cause news updates to be published and sent to the members on a regular basis, and shall exercise and discharge other duties as required by the Board.
- 9.4.4 <u>Treasurer:</u> Shall receive and deposit in proper accounts all monies of the Association and disburse such funds as directed by the Board; sign all checks; keep all proper books of account prepare statements of income & expenditures; cause to be prepared all proper tax documents; and shall exercise and discharge other duties as required by the Board.
- 9.5 Resignation & Removal of Officers: Any Officer may be removed from office by the Board of Directors with cause by a majority vote of the Board. Any Officer may resign from office and the Board by giving written notice to the Board, which resignation takes effect on the date of receipt. The acceptance of such resignation is not required. Officers may resign a specific Office, but remain on the Board as a Director only by a majority vote of the Board.
- 9.6 <u>Filling Unexpired Terms & Vacancies for Officers:</u> Upon resignation or removal of an Officer, the Board may appoint a replacement Officer from the current Board. New Officers are elected by a majority vote of the Board. Replacement Officers shall complete the term of the former Officer and may stand for election by the membership during the election for the next term period.
- 9.7 <u>Filling Vacancies on Board of Directors:</u> Upon resignation of a member of the Board of Directors, the Board may elect a replacement Director from the current membership. In the event the Board of Directors consists of less than eleven (11) members at any time, the Board may elect additional Directors up to a maximum of eleven (11) with no restriction on the total number of Directors being an even number.

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ARTICLE 10: MEETINGS

10.1 <u>Board of Directors Meetings</u>

- 10.1.1 <u>Regular Directors Meetings</u>: Regular meetings of the Board shall be held a minimum of four times per year. Notice of regular Board meetings shall be made to all Directors not less than five days prior to the meeting. Board members agree to attend 8 out of the 11 meetings held annually. The Board may vote to remove a member of the Board for excessive absences.
- 10.1.2 <u>Special Directors Meetings</u>: Special meetings of the Board shall be called by the President or any two Directors. Notice of special meetings shall be given by email not less than two (2) days prior to the vote on any issue to be considered at the special Directors meeting. All Directors shall vote by email on the issues considered at a special meeting.
- 10.1.3 <u>Board of Directors Quorum:</u> Every act or decision made by the Directors presented at a duly held meeting at which a quorum is present shall be regarded as an act of the Board. A quorum is defined below.

No. of Directors:	<u>Quorum</u>
5	3
6	4
7	4
8	5
9	5
10	6
11	6

10.2 Meetings of Members

- 10.2.1 <u>Regular Meetings of Members:</u> General meetings of the members shall be held once a year on the third Tuesday of May unless otherwise notified.
- 102.2 <u>Notice of Meetings:</u> Written notice for each meeting of the members shall be given at the direction of the Secretary at least five days in advance of the meeting. Such notice shall specify the time, day, location, and the purpose of the meeting.

ARTICLE 11: <u>AMENDMENTS TO BY-LAWS</u>

After two weeks advance written notice, these by-laws may be amended, at a regular meeting, by a majority of the Board members present at the meeting. Whenever the by-laws are amended, the modified text shall be copied into the book of by-laws with the original. Notice of amendments shall be made available to any member of the RVA upon receipt or be posted at www.rivieravillage.net.

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ARTICLE 12: PARLIAMENTARY PROCEDURE

Roberts Rules of Order, most current edition, shall be the authority on all points not covered by these by-laws and standing rules.

ARTICLE 13: RECORDS & INSPECTIONS

The by-laws, books, records, and papers of the Association shall be made available during reasonable business hours, for inspection by any members in the principle office. Records of the Association must be in compliance with all applicable rule, laws and regulations for a period of not less than two years in a place designated by the Board.

ARTICLE 14: ANNUAL REPORT

The Board shall make an Annual Report, that is presented to the Redondo Beach City Council, available to any member, upon request, within three months of the close of the fiscal year. This Annual Report will contain a summary of activities, list of Directors, Profit & Loss statement, and Balance sheet for the past fiscal year.

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- 16.2 <u>Approval of Indemnity.</u> On written request to the Board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporations Code, the Board shall promptly determine under Section 7237(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of

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Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of members. At that meeting, the members shall determine under Section 7237(e) whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, members present at the meeting in person or by proxy shall authorize indemnification.

16.3 Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Section 16 of these by-laws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is not entitled to be indemnified by the corporation for those expenses.

ARTICLE 17: **INSURANCE**

The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's, employee's, or agent's status as such.

ARTICLE 18: MISCELLANEOUS

The fiscal year of the Association shall be January 1 through December 31. July1st through June 30th.

ARTICLE 19: **CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly elected President and a Board Member of the Board of Directors of the RIVIERA VILLAGE ASSOCIATION, and that the foregoing By-laws constitute the succeeding By-laws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 7th day of September, 1995, and ratified by a majority of the membership present at a regular meeting.

These by-laws were amended on the 15th day of October June 2024 and ratified by a majority of the Board present at a regular meeting.

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RIVIERA VILLAGE ASSOCIATION	
By:Allen Sanford, President	

EXHIBIT &

Riviera Village Association BID Projected Operating Budget for Calendar Year 2026

REVENUE BID Income Event Income Farmers Market Surplus from 2024 RVA Parklette Income Total Parklets Reimbursements Total	\$90,000 \$55,000 (addition of Halloween concert) \$18,000 \$40,000 \$45,000 \$248,000 \$228,000 \$476,000
EXPENSES Administrative Advertising & Marketing Beautification & Maintenance Total Parklet Permit Fee paid to City Total	\$24,800 (10%) \$99,200 (40%) \$124,000 (50%) \$248,000 \$228,000

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Profit and Loss

Riviera Village Association January 1-September 14, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
4000 Income	0
4300 Other Income	1,105.32
4600 Parklet Income	
4610 Late Parklet Fees Assessed	446.98
Total for 4000 Income	\$1,552.30
4250 BID Income	49,825.00
4450 Event Income	3,361.58
4500 Farmers Market	7,500.00
4650 Parklet Income - RVA Fee	27,700.77
4675 Parklet Reimbursement Income	162,077.15
Total for Income	\$252,016.80
Cost of Goods Sold	
Gross Profit	\$252,016.80
Expenses	
6000 Administrative Expenses	\$18,594.94
7000 Beautification and Maintenance	\$170,928.36
8200 Marketing	\$21,799.56
Total for Expenses	\$211,322.86
Net Operating Income	\$40,693.94
Other Income	
Other Expenses	
Net Other Income	0
Net Income	\$40,693.94

Balance Sheet	
Riviera Village Association	on
As of September 14, 2025	
Distribution account	Total
Assets	
Current Assets	
Bank Accounts	
1010 Opus Bank - RVA BID - 2990	151,664.62
1072 Bill.com Money Out Clearing	
Journal Entries	
Manage RVA BID Funds	
Opus Bank - RVA - 6543	
Petty Cash	
Wells Fargo - 0288-864036	
Total for Bank Accounts	\$151,664.62
Accounts Receivable	
1200 Accounts Receivable	19,840.22
Total for Accounts Receivable	\$19,840.2
Other Current Assets	
1310 Undeposited Funds	
Total for Other Current Assets	0.0
Total for Current Assets	\$171,504.8
Fixed Assets	
Other Assets	
2100 Prepaid Expenses	-1,125.0
Total for Other Assets	-\$1,125.0
Total for Assets	\$170,379.8
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	24,800.1
Total for Accounts Payable	\$24,800.1
Credit Cards	
2200 Pacific Premier - FBNO Credit Card	
Total for Credit Cards	0.0
Other Current Liabilities	
2300 Other Liabilities	
2500 Sales Tax Payable	
2600 State Board of Equalization Payable	0.0
2550 Sales Tax Payable	0.0
Total for 2600 State Board of Equalization Payable	0.0
Total for Other Current Liabilities	0.0
Total for Current Liabilities	\$24,800.18
Long-term Liabilities	42 1,500.11

Total for Liabilities	\$24,800.18
Equity	
3200 Retained Earnings	104,885.72
Net Income	40,693.94
Total for Equity	\$145,579.66
Total for Liabilities and Equity	\$170,379.84
Accrual Basis Saturday, September 27, 202	5 12:28 AM GMTZ

Check Detail Report

Riviera Village Association

January 1-September 14, 2025

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
1072 Bill.com Money Out C 7603	learing					
01/10/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions	Multiple invoices	Uncleared	-423.07
01/10/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions			-423.07
7606	Dill Daymant (Chaple)		Co Collination Droc	Inv. INIV. 000040	l la ala ava d	0.005.05
01/10/2025	Bill Payment (Check)		So Cal Lighting Pros	Inv INV-000619	Uncleared	-2,035.95
01/10/2025	Bill Payment (Check)		So Cal Lighting Pros			-2,035.95
7604	Dill Davis and (Ob a als)		Linela Oradon Thomas	L 0.405	Unalasası	4 500 00
01/21/2025	Bill Payment (Check)		Lisa's Garden Therapy	Inv 2485	Uncleared	-1,500.00
01/21/2025	Bill Payment (Check)		Lisa's Garden Therapy			-1,500.00
7605	Dill Davis and (Ob a als)		Deth Te Olean III O	L	Unalasası	0.004.04
01/21/2025	Bill Payment (Check)		Path To Clean LLC	Inv 202765	Uncleared	-2,081.04
01/21/2025	Bill Payment (Check)		Path To Clean LLC			-2,081.04
7651	D.II. D (QL L.)					000.00
01/21/2025	Bill Payment (Check)		Kathleen Fisher	Inv # M2WM3HLCS2	Uncleared	-660.28
01/21/2025	Bill Payment (Check)		Kathleen Fisher			-660.28
7652	D.II. D (QL L.)					4.450.00
01/21/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 12-24-RivV-katisme	Uncleared	-1,150.00
01/21/2025	Bill Payment (Check)		Kathleen Fisher			-1,150.00
7713	D:11 D ((O) 1)		D # T OL 110	A A Lot Later 1		0.450.04
02/19/2025	Bill Payment (Check)		Path To Clean LLC	Multiple invoices	Uncleared	-2,456.04
02/19/2025	Bill Payment (Check)		Path To Clean LLC			-2,456.04
7714	D:11 D ((O) 1)		TI T O W	NA Inc. I		405.00
02/19/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions	Multiple invoices	Uncleared	-485.89
02/19/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions			-485.89
7715						
02/19/2025	Bill Payment (Check)		Lisa's Garden Therapy	Inv 2582	Uncleared	-1,500.00
02/19/2025	Bill Payment (Check)		Lisa's Garden Therapy			-1,500.00
7716						
02/19/2025	Bill Payment (Check)		Kathleen Fisher	Inv 1-25-RivV-katisme	Uncleared	-1,150.00
02/19/2025	Bill Payment (Check)		Kathleen Fisher			-1,150.00
7721						
02/21/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 01-2025-Coordinator-k	Uncleared	-285.00
02/21/2025	Bill Payment (Check)		Kathleen Fisher			-285.00
7784						
03/18/2025	Bill Payment (Check)		Path To Clean LLC	Inv # 202833	Uncleared	-2,081.04
03/18/2025	Bill Payment (Check)		Path To Clean LLC			-2,081.04
7809						
03/19/2025	Bill Payment (Check)		City of Redondo Beach	Inv # 583605	Uncleared	-18,708.00
03/19/2025	Bill Payment (Check)		City of Redondo Beach			-18,708.00
7810						
03/19/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 2-25-RivV-katisme	Uncleared	-1,150.00
03/19/2025	Bill Payment (Check)		Kathleen Fisher			-1,150.00
7811						
03/19/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting	Inv # 25030606915	Uncleared	-110.45
03/19/2025	Bill Payment (Check)		Solutions Three Trees Consulting,			-110.45
03/19/2023	Dili i ayıneni (Check)		Financial and Accounting Solutions			-110.45
7812						
03/19/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 02-2025-Coordinator-k	Uncleared	-360.00
03/19/2025	Bill Payment (Check)		Kathleen Fisher			-360.00

RANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
7813						
03/19/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions	Inv # 2025-RVA-02	Uncleared	-341.25
03/19/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions			-341.25
7814						
03/19/2025	Bill Payment (Check)		Kathleen Fisher	Inv # LHCWTM8CS2	Uncleared	-23.68
03/19/2025 7815	Bill Payment (Check)		Kathleen Fisher			-23.68
03/19/2025	Bill Payment (Check)		City of Redondo Beach	Inv # 582461	Uncleared	-2,577.00
03/19/2025 7816	Bill Payment (Check)		City of Redondo Beach			-2,577.00
03/19/2025	Pill Payment (Cheek)		City of Radanda Rasah	Inv # 582458	Uncleared	-18,708.00
	Bill Payment (Check) Bill Payment (Check)		City of Redondo Beach	IIIV # 362436	Uncleared	•
03/19/2025	Bill Payment (Check)		City of Redondo Beach			-18,708.00
⁷ 817	D:11 D ((O) 1)		O			4 500 00
03/19/2025	Bill Payment (Check)		Lisa's Garden Therapy	Inv # 2679	Uncleared	-1,500.00
03/19/2025 7825	Bill Payment (Check)		Lisa's Garden Therapy			-1,500.00
03/26/2025	Bill Payment (Check)		City of Redondo Beach	Inv # 583532	Uncleared	-18,708.00
03/26/2025 7879	Bill Payment (Check)		City of Redondo Beach			-18,708.00
03/26/2025	Pill Payment (Cheek)		Salon Riviera inc.	Inv # Salon- Nov 20, 2024	Uncleared	-1,500.00
	Bill Payment (Check)			111V # Salon- 140V 20, 2024	Uncleared	
03/26/2025	Bill Payment (Check)		Salon Riviera inc.			-1,500.00
7838 04/03/2025	Bill Payment (Check)		City of Redondo Beach -	Inv July 4	Uncleared	-2,500.00
04/03/2025	Bill Payment (Check)		Waterfront City of Redondo Beach -			-2,500.00
7824			Waterfront			
04/15/2025	Bill Payment (Check)		Path To Clean LLC	Inv # 202868	Uncleared	-2,081.04
04/15/2025 7893	Bill Payment (Check)		Path To Clean LLC			-2,081.04
04/16/2025	Bill Payment (Check)		Kathleen Fisher	Multiple invoices	Uncleared	-1,555.16
04/16/2025	Bill Payment (Check)		Kathleen Fisher	Manaple invoices	Officiented	-1,555.16
7894	Bill I ayment (Check)		Ratifice i i isilei			-1,555.10
04/16/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting	Multiple invoices	Uncleared	-589.12
04/16/2025	Bill Payment (Check)		Solutions Three Trees Consulting,			-589.12
04/10/2023	Biii i ayilleni (Oneok)		Financial and Accounting Solutions			-505.12
7895						
04/16/2025	Bill Payment (Check)		Enthusiast Inc	Inv 707553	Uncleared	-192.50
04/16/2025 7839	Bill Payment (Check)		Enthusiast Inc			-192.50
04/18/2025	Bill Payment (Check)		Lisa's Garden Therapy	Inv 2741	Uncleared	-1,500.00
04/18/2025	Bill Payment (Check)		Lisa's Garden Therapy	2	Cholodica	-1,500.00
'911	Ziii r dymeni (emeeny		zioa e Garaen Therapy			1,000.00
05/06/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting	Inv # 990-End 6.30.2024	Uncleared	-975.00
05/06/2025	Bill Payment (Check)		Solutions Three Trees Consulting,			-975.00
			Financial and Accounting Solutions			
7912						
05/06/2025	Bill Payment (Check)		City of Redondo Beach	Inv # 583914	Uncleared	-18,708.00
05/06/2025	Bill Payment (Check)		City of Redondo Beach			-18,708.00
' 926						
05/14/2025	Bill Payment (Check)		Path To Clean LLC	Inv # 202903	Uncleared	-2,081.04
05/14/2025	Bill Payment (Check)		Path To Clean LLC			-2,081.04
927						
05/14/2025	Bill Payment (Check)		Lisa's Garden Therapy	Inv # 2819	Uncleared	-1,500.00
05/14/2025	Bill Payment (Check)		Lisa's Garden Therapy			-1,500.00
'928						
05/14/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting	Inv # 5.1.2025 RVA SHORT 24	Uncleared	-975.00
			Solutions			

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
05/14/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions			-975.00
7929						
05/14/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 04-2025-Coordinator-k	Uncleared	-180.00
05/14/2025	Bill Payment (Check)		Kathleen Fisher			-180.00
7930						
05/14/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 14019416	Uncleared	-128.65
05/14/2025	Bill Payment (Check)		Kathleen Fisher			-128.65
7931						
05/14/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 99822 May 12, 2025	Uncleared	-52.13
05/14/2025	Bill Payment (Check)		Kathleen Fisher			-52.13
7932	D:11 D (Q1 1)					= 1 0 1
05/14/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 99822	Uncleared	-54.94
05/14/2025	Bill Payment (Check)		Kathleen Fisher			-54.94
7933 05/14/2025	Bill Payment (Check)		Three Trees Consulting,	Inv # 25051337036	Uncleared	-110.45
03/14/2023	Bill Fayment (Check)		Financial and Accounting Solutions	IIIV # 25051557050	Officieated	-110.43
05/14/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions			-110.45
7934			Coldions			
05/14/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 4-25-RivV-katisme	Uncleared	-1,150.00
05/14/2025	Bill Payment (Check)		Kathleen Fisher			-1,150.00
7935						
05/14/2025	Bill Payment (Check)		Redondo Beach Chamber of Commerce	Inv # 53796	Uncleared	-385.00
05/14/2025	Bill Payment (Check)		Redondo Beach Chamber of Commerce			-385.00
7936	D:11 D ((O) 1)		TI T 0 11:			400.75
05/14/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions	Inv # 2025-RVA-03 April	Uncleared	-468.75
05/14/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions			-468.75
7990						
05/27/2025	Bill Payment (Check)		City of Redondo Beach	Inv # 583995	Uncleared	-18,708.00
05/27/2025 8025	Bill Payment (Check)		City of Redondo Beach			-18,708.00
06/16/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 05-2025-Coordinator-k	Uncleared	-225.00
06/16/2025	Bill Payment (Check)		Kathleen Fisher			-225.00
8026	• , ,					
06/16/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 122159	Uncleared	-175.68
06/16/2025	Bill Payment (Check)		Kathleen Fisher			-175.68
8027						
06/16/2025	Bill Payment (Check)		Kathleen Fisher	Inv # 5-25-RivV-katisme	Uncleared	-1,150.00
06/16/2025	Bill Payment (Check)		Kathleen Fisher			-1,150.00
8028 06/16/2025	Bill Payment (Check)		Three Trees Consulting,	Inv # 25061705237	Uncleared	-108.47
06/16/2025	Bill Payment (Check)		Financial and Accounting Solutions Three Trees Consulting,			-108.47
00/10/2023	Bill Fayment (Check)		Financial and Accounting Solutions			-100.47
8029						
06/16/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting	Inv # 2025-RVA-05-May	Uncleared	-337.50
06/16/2025	Bill Payment (Check)		Solutions Three Trees Consulting, Financial and Accounting Solutions			-337.50
8030			-			
06/16/2025	Bill Payment (Check)		Lisa's Garden Therapy	Inv # 2902	Uncleared	-1,500.00
06/16/2025 7989	Bill Payment (Check)		Lisa's Garden Therapy			-1,500.00
06/17/2025	Bill Payment (Check)		Path To Clean LLC	Inv # 202931	Uncleared	-2,081.04
06/17/2025	Bill Payment (Check)		Path To Clean LLC			-2,081.04
8117						

FRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
07/14/2025	Bill Payment (Check)		Kathleen Fisher	Multiple invoices	Uncleared	-1,769.74
07/14/2025	Bill Payment (Check)		Kathleen Fisher			-1,769.74
8118	, , ,					•
07/14/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions	Inv 2025-RVA-06-June	Uncleared	-337.50
07/14/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions			-337.50
8120						
07/14/2025	Bill Payment (Check)		Path To Clean LLC	Inv 202965	Uncleared	-2,081.04
07/14/2025	Bill Payment (Check)		Path To Clean LLC			-2,081.04
8119						
07/18/2025	Bill Payment (Check)		Lisa's Garden Therapy	Inv 2983	Uncleared	-1,500.00
07/18/2025	Bill Payment (Check)		Lisa's Garden Therapy			-1,500.00
8165	,		.,			
08/07/2025	Bill Payment (Check)		A Chessmore Design	Inv RIVIER-0032	Uncleared	-425.00
08/07/2025	Bill Payment (Check)		A Chessmore Design			-425.00
8166	, , , , , , , , , , , , , , , , , , , ,		3			
08/07/2025	Bill Payment (Check)		Enthusiast Inc	Inv 194638	Uncleared	-714.89
08/07/2025	Bill Payment (Check)		Enthusiast Inc	10 1000	Onologica	-714.89
8167	Biii i dyment (Grieck)		Littingsiast mo			7 14.00
08/07/2025	Bill Payment (Check)		City of Redondo Beach	Inv 584167	Uncleared	-18,708.00
08/07/2025	Bill Payment (Check)		City of Redondo Beach	111V 304107	Uncleared	-18,708.00
	Bill Payment (Check)		City of Redorido Beach			-10,700.00
8192	D:11 D ((Q) 1)			A A Lot 1		4 400 00
08/15/2025	Bill Payment (Check)		Path To Clean LLC	Multiple invoices	Uncleared	-4,162.08
08/15/2025	Bill Payment (Check)		Path To Clean LLC			-4,162.08
8198						
08/19/2025	Bill Payment (Check)		Kathleen Fisher	Multiple invoices	Uncleared	-1,375.91
08/19/2025	Bill Payment (Check)		Kathleen Fisher			-1,375.91
8199						
08/19/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions	Inv 2025-RVA-07-July	Uncleared	-318.75
08/19/2025	Bill Payment (Check)		Three Trees Consulting, Financial and Accounting Solutions			-318.75
8200						
08/19/2025	Bill Payment (Check)		Lisa's Garden Therapy	Inv 3051	Uncleared	-1,500.00
08/19/2025	Bill Payment (Check)		Lisa's Garden Therapy			-1,500.00
010 Opus Bank - RVA BID 7579	- 2990					
01/01/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-48.68
01/01/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		48.68
7585						
01/02/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-127.13
01/02/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		127.13
7589	-		0.15.15		.	a= ==
01/03/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-37.76
01/03/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		37.76
7592						
01/05/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-	Reconciled	-44.95

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
01/05/2025	Expense		QuickBooks Payments	name: DiscountRateFee, fee- type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		44.95
7600 01/07/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Feename: DiscountRateFee, fee-	Reconciled	-41.49
01/07/2025	Expense		QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		41.49
7609 01/09/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-20.00
01/09/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		20.00
7613 01/13/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-39.09
01/13/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		39.09
7616 01/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-31.75
01/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		31.75
7619 01/15/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-41.07
01/15/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		41.07
7648						
01/17/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-88.21
01/17/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		88.21
7657						
01/27/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-9.20
01/27/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		9.20
7696 01/27/2025	Evnanca		Intuit	Intuit Software Fee	Reconciled	-99.00
01/27/2025 7698	Expense Expense		Intuit	Intuit Software Fees		99.00
01/31/2025 01/31/2025	Expense Expense		Google Google	Google Apps Google Apps	Reconciled	-100.80 100.80
						290

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
7677 02/03/2025	Expense		QuickBooks Payments	System-recorded fee for	Reconciled	-52.92
			·	QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		
02/03/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		52.92
7682				type. Dany.		
02/04/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-47.69
02/04/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		47.69
7685				,		
02/05/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-86.45
02/05/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		86.45
7768 02/05/2025	Evnance		Cooglo	Coogle Appe	Reconciled	-100.80
02/05/2025 02/05/2025 7690	Expense Expense		Google Google	Google Apps Google Apps	Reconciled	100.80
02/12/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-39.09
02/12/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		39.09
7707 02/13/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-	Reconciled	-9.79
02/13/2025	Expense		QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		9.79
7712				type. Daily.		
02/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-127.93
02/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		127.93
7720				51 5		
02/20/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-44.95
02/20/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Feename: DiscountRateFee, feetype: Daily.		44.95
7785						
02/24/2025 02/24/2025 7744	Expense Expense	1039 1039	Jeff Mac Construction Jeff Mac Construction	Parklette Refurb Parklette Repair	Reconciled	-1,550.00 1,550.00
03/02/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-24.34

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
03/02/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		24.34
7745 03/02/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, feetype: Daily.	Reconciled	-27.38
03/02/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		27.38
7749						
03/03/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-63.11
03/03/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		63.11
7887				51 5		
03/03/2025	Expense		Constant Contact	Constant Contact Services	Reconciled	-82.00
03/03/2025 7752	Expense		Constant Contact	Constant Contact Services		82.00
03/04/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-9.79
03/04/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		9.79
7757						
03/05/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-37.76
03/05/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		37.76
7886				,, p. 2 3 y.		
03/05/2025	Expense		Google	Google Apps	Reconciled	-100.80
03/05/2025 7759	Expense		Google	Google Apps		100.80
03/06/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-13.69
03/06/2025 7762	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		13.69
03/07/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-39.09
03/07/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		39.09
7766	_				_	
03/10/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-18.40
03/10/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-		18.40
7794				type: Daily.		

03/14/2025	Expense				
	·	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-74.23
03/14/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		74.23
7796 03/16/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, feetype: Daily.	Reconciled	-20.00
03/16/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		20.00
7821 03/19/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-44.95
03/19/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		44.95
7834 03/27/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: Deliceron Parkers Parke	Reconciled	-146.04
03/27/2025	Expense	QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		146.04
7939					
03/27/2025 03/27/2025	Expense Expense	Intuit Intuit	Intuit Software Fee Intuit Software Fees	Reconciled	-99.00 99.00
7697 03/31/2025	Expense	Constant Contact	Constant Contact Services	Reconciled	-82.00
03/31/2025 7859	Expense	Constant Contact	Constant Contact Services	Reconciled	82.00
04/03/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-	Reconciled	-26.07
04/03/2025	Expense	QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		26.07
7865 04/04/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, feetype: Daily.	Reconciled	-43.11
04/04/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		43.11
7867 04/06/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-	Reconciled	-51.45
04/06/2025	Expense	QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		51.45
7940	_				
04/07/2025 04/07/2025	Expense Expense	Google Google	Google Apps Google Apps	Reconciled	-100.80 100.80
7871 04/08/2025	Expense	QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-	Reconciled	-48.29

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
04/08/2025	Expense		QuickBooks Payments	name: DiscountRateFee, fee- type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		48.29
7875 04/10/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-	Reconciled	-20.77
04/10/2025	Expense		QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		20.77
7892 04/13/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-52.92
04/13/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		52.92
7905						
04/25/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-95.25
04/25/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Feename: DiscountRateFee, feetype: Daily.		95.25
7769	_					
04/28/2025 04/28/2025 7908	Expense Expense		Intuit Intuit	Intuit Software Fee Intuit Software Fees	Reconciled	-99.00 99.00
04/29/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-24.34
04/29/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		24.34
7993				typo. Dany.		
05/01/2025	Expense		Constant Contact	Constant Contact Services	Reconciled	-82.00
05/01/2025	Expense		Constant Contact	Constant Contact Services		82.00
8018	Ob I	4040	INAL and a spin a Maintagan		Danamallad	E 040 00
05/03/2025	Check Check	1043	LLC	Landagana hayaa matarial and	Reconciled	-5,016.00
05/03/2025	Check	1043	JM Landscaping Maintenance LLC	Landscape boxes, material and plants/trees/flowers		5,016.00
7994						
05/05/2025 05/05/2025	Expense Expense		Google Google	Google Apps Google Apps	Reconciled	-100.80 100.80
8067 05/14/2025	Check	1041	Department of Justice		Reconciled	-100.00
05/14/2025	Check	1041	Department of Justice	Dept of Justice - Annual reporting Fee	Reconciled	100.00
8179						
05/14/2025	Check	1042	•		Reconciled	-75.00
05/14/2025 8043	Check	1042	Department of Justice	Dept of Justice - Annual reporting Fee		75.00
06/02/2025	Expense		Constant Contact	Constant Contact Services	Reconciled	-82.00
06/02/2025 8044	Expense		Constant Contact	Constant Contact Services		82.00
06/05/2025	Expense		Google	Google Apps	Reconciled	-100.80
06/05/2025 8045	Expense		Google	Google Apps		100.80
06/09/2025	Expense		United States Liability Insurance		Reconciled	-3,394.00

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
06/09/2025	Expense		Co. United States Liability Insurance	Liability Insurance - Paid on line		2,494.00
06/09/2025	Expense		Co. United States Liability Insurance	•		900.00
8046			Co.			
06/10/2025	Expense		1st Bank Card Services		Reconciled	-39.09
06/10/2025	Expense		1st Bank Card Services	Postage	recombined	39.09
8024	Expense		Tot Barin Gara Gorvicos	· collago		30.00
06/12/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Feename: DiscountRateFee, feetype: Daily.	Reconciled	-27.38
06/12/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Feename: DiscountRateFee, feetype: Daily.		27.38
8035						
06/13/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-57.29
06/13/2025 8042	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		57.29
06/17/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-	Reconciled	-43.94
06/17/2025	Expense		QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		43.94
8059				type. Daily.		
06/26/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-	Reconciled	-9.79
06/26/2025	Expense		QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		9.79
8065						
06/27/2025	Expense		Intuit	Intuit Software Fee	Reconciled	-99.00
06/27/2025	Expense		Intuit	Intuit Software Fees		99.00
8066 06/27/2025	Expense		United States Liability Insurance		Reconciled	-530.00
06/27/2025	Expense		Co. United States Liability Insurance	Liability Insurance - Paid on line		530.00
			Co.			
8088 07/01/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-	Reconciled	-38.11
07/01/2025	Expense		QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		38.11
8178				•		
07/01/2025	Expense		Constant Contact	Constant Contact Services	Reconciled	-91.00
07/01/2025 8094	Expense		Constant Contact	Constant Contact Services		91.00
07/03/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-90.07
07/03/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		90.07
8097				->->		

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
07/04/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-44.95
07/04/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		44.95
8100 07/06/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-39.09
07/06/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		39.09
8103 07/07/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, feetype: Daily.	Reconciled	-9.79
07/07/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		9.79
8174 07/07/2025 07/07/2025	Expense Expense		Google Google	Google Apps Google Apps	Reconciled	-100.80 100.80
8106 07/08/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, feetype: Daily.	Reconciled	-48.69
07/08/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		48.69
8116 07/10/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Feename: DiscountRateFee, feetype: Daily.	Reconciled	-27.38
07/10/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		27.38
8126 07/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-46.31
07/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		46.31
8129 07/15/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-44.95
07/15/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		44.95
8177	Charle	1011	Dragge Life Land		Deservited	2 000 00
07/15/2025 07/15/2025	Check Check	1044 1044	Dream Life Loud Dream Life Loud	Seminar	Reconciled	-3,000.00 3,000.00
8136 07/28/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-24.34
07/28/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-		24.34
						200

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
				name: DiscountRateFee, feetype: Daily.		
8175				51 5		
07/28/2025	Expense		Intuit	Intuit Software Fee	Reconciled	-115.00
07/28/2025	Expense		Intuit	Intuit Software Fees		115.00
8176	·					
07/31/2025	Expense		Constant Contact	Constant Contact Services	Reconciled	-91.00
07/31/2025	Expense		Constant Contact	Constant Contact Services		91.00
8232	·					
08/05/2025	Expense		Google	Google Apps	Reconciled	-113.26
08/05/2025	Expense		Google	Google Apps		113.26
8233	1		3 - 3	3		
08/05/2025	Expense		Intuit	Intuit Software Fee	Reconciled	-115.00
08/05/2025	Expense		Intuit	Intuit Software Fees		115.00
8164						
08/06/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-195.04
08/06/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		195.04
8170						
08/07/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-31.75
08/07/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		31.75
8173				51 2 3		
08/10/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-39.09
08/10/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Feename: DiscountRateFee, feetype: Daily.		39.09
8190	_		0.115 1 5		5 " '	0.4.00
08/13/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-34.93
08/13/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		34.93
8196						
08/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-25.54
08/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		25.54
8203				71y-		
08/18/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Reconciled	-44.95
08/18/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		44.95
8209 08/19/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-29.28

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
08/19/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		29.28
8214 08/31/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, feetype: Daily.	Uncleared	-24.34
08/31/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		24.34
8241						
09/01/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Uncleared	-39.40
09/01/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Feename: DiscountRateFee, feetype: Daily.		39.40
8244 09/02/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Uncleared	-74.86
09/02/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		74.86
8247 09/03/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-	Uncleared	-12.70
09/03/2025	Expense		QuickBooks Payments	type: Daily. System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		12.70
8253						
09/05/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Uncleared	-66.51
09/05/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		66.51
8257	Evenes		Oviels De also Desamente	Custom recorded for for	l la ala ava d	04.04
09/10/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Uncleared	-84.04
09/10/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		84.04
8286						
09/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	Uncleared	-103.73
09/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		103.73
8287 09/14/2025	Expense		QuickBooks Payments	System-recorded fee for	Uncleared	-25.54
	<u> Елрепос</u>		•	QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.	onoleal eu	
09/14/2025	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee- type: Daily.		25.54



NOTICE OF PUBLIC HEARING BEFORE THE CITY RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT ASSESSMENT FOR CALENDAR YEAR 2026

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY COUNCIL OF THE CITY OF REDONDO BEACH ON THE FOLLOWING MATTER. ANY AND ALL INTERESTED PERSONS MAY APPEAR AND BE HEARD.

SUBJECT OF THE HEARING: To receive and file the 2025 Riviera Village Advisory Board's Annual Report, reappoint the Board of Directors for the Riviera Village Association to serve as the advisory board for the Riviera Village Business Improvement District during calendar year 2026, consider the proposed levy of an assessment upon the businesses within the Riviera Village Business Improvement District for Calendar Year 2026, and direct the advisory board to prepare a report for 2026

PUBLIC HEARING: The public hearing on this matter will take place before the City Council on Tuesday, November 18, 2025 at 6:00 p.m., or as soon thereafter as possible, in the Redondo Beach City Council Chamber, 415 Diamond Street, Redondo Beach, California, or for public participation by Virtual Meeting. The meeting will also be livestreamed on the City's website at www.redondo.org/RBTV, YouTube at https://www.youtube.com/c/CityofRedondoBeach1T, and broadcast live through Spectrum Channel 8 and Frontier Communications Channel 41. Members of the public may participate during the meeting as outlined below.

PUBLIC COMMENT: There will be three options for public testimony during the meeting as outlined below:

- (1) In person oral testimony can be provided by attending the meeting in the City of Redondo Beach City Council Chamber at the address noted above.
- (2) Interested persons may submit a written eComment through the City's agenda webpage at https://redondo.legistar.com/Calendar.aspx. Specific instructions for eComment will be provided on the agenda cover page when it is released at least 72 hours prior to the meeting. eComments may be read out loud by City staff during the public hearing and are limited to 3 minutes in length (up to 2200 characters). Only one eComment per person.
- (4) Oral public testimony can be provided live by joining the virtual Zoom meeting by computer or phone-in. Registration is required. The registration link will be provided on the agenda coversheet when it is released at least 72 hours prior to the meeting.

A person may either comment live or submit an eComment but cannot do both. For those that cannot participate during the public hearing, written comments for the City Council on this matter may be submitted by email to cityclerk@redondo.org. Written comments will be accepted up to 3:00 p.m. the day of the public hearing, November 18, to allow time for distribution to the City Council as a Blue Folder item.

ADDITIONAL INFORMATION: Questions related to this matter may be submitted by email to cityclerk@redondo.org. A staff member will provide assistance. To discuss the matter in person at the counter, an appointment is required and can be requested by sending an email to the address noted above.

requested by sending an email to the address noted above. The agenda packet with the administrative report and materials related to this matter will be available for review at least 72 hours prior to the meeting, pursuant to State Law and local ordinance, on the City of Redondo Beach website https:// redondo.legistar.com/Calendar.aspx. Select the November 18, 2025 City Council meeting. If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

PUBLISH: OCTOBER 30, 2025 CITY OF REDONDO BEACH, CALIFORNIA Eleanor Manzano City Clerk of the City of Redondo Beach

RESOLUTION NO. CC-XXXX-XXX
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, DECLARING ITS INTENTION
TO LEVY AN ASSESSMENT AGAINST BUSINESSES WITHIN THE
RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT FOR
CALENDAR YEAR 2026 AND SETTING A TIME AND PLACE FOR
HEARING OBJECTIONS THERETO

WHEREAS, the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Sections 36500 et seq. (the "Law"), authorizes the City Council of the City of Redondo Beach to establish a business improvement district and to levy an assessment against businesses within such business improve- ment district which is in addition to any assessments, fees, charges, or taxes imposed in the City; and

charges, or taxes imposed in the City; and WHEREAS, pursuant to the Law, the City Council adopted Ordinance No. 2922-03 establishing the Riviera Village Business Improvement District (the "District") in the City of Redondo Beach: and

WHEREAS, by previous resolution, pursuant to Section 36530 of the Law, the City Council appointed certain individuals to serve as the Advisory Board for the District (the "Advisory Board") and directed the Advisory Board to prepare and file with the City a report in connection with the proposed levy of an assessment against businesses within the District for Calendar Year 2025; and

WHEREAS, in accordance with Section 36533 of the Law, the Advisory Board prepared and filed with the City Clerk a report entitled "Riviera Village Business Improvement District Annual Report 2025" (the "Report"), and, by previous resolution, the City Council preliminarily approved such report as filed; and WHEREAS, the boundaries of the District includes all territory described in

WHEREAS, the boundaries of the District includes all territory described in Exhibit "A" attached hereto and incorporated herein by reference. NOW THEREFORE. THE CITY COUNCIL OF THE CITY OF REDONDO

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

SECTION 1. That the City Council hereby declares its intention, in addition to any assessments, fees, charges or taxes imposed by the City, to levy and collect an assessment against businesses within the District for Calendar Year 2026 (January 1, 2026 to December 31, 2026. Such assessment is not proposed to increase from the assessment levied for calendar year 2025. The method and basis of levying the assessment is set forth in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION 2. The types of improvements to be funded by the levy of an assessment against businesses within the District are the acquisition, construction, installation or maintenance of any tangible property with an estimated useful life of five years or more. The types of activities to be funded by the levy of an assessment against businesses within the District are activities which benefit businesses located in and operating in the District.

SECTION 3. Non-profit organizations with documentation of non-profit status shall not be subject to this assessment.

SECTION 4. That the City Council hereby fixes the time and place for a public hearing on the proposed levy of an assessment against businesses within the District for Calendar Year 2026 as follows:

Time: 6:00 p.m., or as soon thereafter
Date: as practical November 18, 2025
Place: City Council Chambers 415 Diamond Street
Redondo Beach, California 90277

At the public hearing, the testimony of all interested persons regarding the levy of an assessment against businesses within the District for Calendar Year 2026 shall be heard. A protest may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings must be in writing and shall clearly set forth the irregularity or defect to which the objection is made.

Every written protest must be filed with the City Clerk at or before the time fixed for the public hearing. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

Each written protest must contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the City as

the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest which does not comply with requirements set forth in this paragraph will not be count- ed in determining a majority protest (as defined below).

count- ed in determining a majority protest (as defined below).

If, at the conclusion of the public hearing, written protests are received from the owners of businesses in the District which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than that 50 percent, there is a majority protest, no further proceedings to levy the proposed assessment, as contained in this resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the City Council.

If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the District, those types of improvements or activities shall be eliminated.

SECTION 5. For a full and detailed description of the improvements and activities to be provided for Calendar Year 2025, the boundaries of the District and the proposed assessments to be levied against the businesses within the District for Calendar Year 2026, reference is hereby made to the Riviera Village Business

Improvement District Report 2025. The Report is on file with the City Clerk and open to public inspection.

SECTION 6. That the City Clerk is hereby authorized and directed to provide notice of the public hearing in accordance with law.

SECTION 7. That the City Council finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assess- ment is necessary.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 2025.

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

Joy A. Ford, City Attorney STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF REDONDO BEACH Eleanor Manzano, CMC, City Clerk
)
) ss

LITY OF REDUNDO BEACH.

J. Eleanor Manzano, City Clerk of the City of Beach, California, do hereby certify that Resolution No. CC – XXXX-XXX was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 18th day of November, 2025, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following:

AYES: NOES: ABSENT: ABSTAIN:

Eleanor Manzano, CMC City Clerk

Exhibit A District Boundaries

The exterior boundaries of the Riviera Village Business Improvement District are all operating businesses within the area generally described as follows: Beginning at the NW corner of Catalina Avenue and Palos Verdes Bivd and proceeding north to include both sides of Catalina Avenue up to and including the north side of Avenue I, proceeding east to South Elena Avenue, north on South Elena Avenue up to but not including the MJ Building (1611 South Elena Avenue) on the west side, south on South Elena Avenue from and including the service station locat- ed at 1630 South Elena Avenue to Catalina Avenue and north on Catalina Avenue back to Palos Verdes Boulevard. Businesses located at 102 Via Valencia, 104 Via Valencia and 245 Palos Verdes Boulevard are not included within the BID boundary, and specifically described as:

A BUSINESS IMPROVEMENT DISTRICT IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, THE BOUNDARIES OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 7, BLOCK 17, TRACT 2546, AS RECORDED IN MAP BOOK 26, PAGES 4 AND 5, IN SAID COUNTY RECORDER'S OFFICE, THENCE; WESTERLY, 141.15 FEET, ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 7 TO THE NORTHWESTERLY CORNER OF SAID LOT 7, THENCE; NORTHERLY, ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 5, AND LOT 6, SAID BLOCK 17, TO THE POINT OF INTERSECTION OF SAID WESTERLY PROPERTY LINE OF SAID LOT 6, AND

THE EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF LOT 12, SAID BLOCK 17, THENCE; WESTERLY, ALONG SAID PROLONGATION

OF THE NORTHERLY PROPERTY LINE OF SAID LOT 12, TO THE NORTHEASTERLY CORNER OF SAID LOT 12, THENCE; WESTERLY ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 12, LOTS 13 AND 14, SAID BLOCK 17, LOTS

2 AND 1, PARCEL MAP 8099, AS RECORDED IN PARCEL MAP BOOK 82, PAGE 38, IN SAID COUNTY RECORDER'S OFFICE, LOTS 17, 18, 19, 20, 21. 22, 23 AND 24, SAID BLOCK 17, TO THE NORTHWESTERLY CORNER OF SAID LOT 24, THENCE; SOUTHERLY, ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 24 TO THE POINT OF INTERSECTION OF SAID WESTERLY PROPERTY LINE OF SAID LOT 24 AND THE EASTERLY PROLONGATION OF THE NORTHERLY PROPERTY LINE OF LOT 25 SAID BLOCK 17, THENCE; WESTERLY, 150 FEET, ALONG SAID NORTHERLY PROPERTY LINE OF SAID LOT 25 TO THE NORTHWESTERLY CORNER OF SAID LOT 25, THENCE; NORTHWESTERLY, TO THE NORTHEASTERLY CORNER OF LOT 1, TRACT 32347, AS RECORDED IN MAP BOOK 1033, PAGES 21 THRU 24 INCLUSIVE, IN SAID COUNTY RECORDER'S OFFICE. THENCE; WESTERLY, 150.07 FEET, ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 1, SAID TRACT 32347, TO THE NORTHERLY PROPERTY LINE OF SAID LOT 1, SAID TRACT 32347, THENCE SOUTHERLY, 135.03 FEET, ALONG THE WESTERLY PROPERTY

LINE OF SAID LOT 1, SAID TRACT 32347, TO THE SOUTHWESTERLY CORNER OF SAID LOT 1, SAID TRACT 32347, THENCE; SOUTHERLY, TO A POINT ON THE WESTERLY PROPERTY LINE OF LOT 3, BLOCK "A", TRACT 10303, AS RECORDED IN MAP BOOK 152, PAGES 34 THROUGH 37 INCLUSIVE, IN SAID COUNTY RECORDER'S OFFICE, SAID POINT BEING 100.08 FEET NORTHERLY, ALONG SAID WESTERLY PROPERTY LINE OF SAID LOT 3, SAID BLOCK "A", FROM THE SOUTHWESTERLY CORNER OF SAID LOT 3, SAID BLOCK "A", THENCE; SOUTHERLY, 100.08 FEET FROM SAID POINT TO THE SOUTHWESTERLY CORNER OF SAID LOT 3, SAID BLOCK "A", THENCE; SOUTHERLY, 115.00 FEET, ALONG THE PROPERTY LINE OF LOTS 3, 2 AND 1, SAID SHOCK "A", THENCE; SOUTHERLY, 20.14 FEET, TO THE NORTHWESTERLY CORNER OF SAID LOT 1, SAID BLOCK "A", THENCE; SOUTHERLY, 20.14 FEET, TO THE NORTHWESTERLY CORNER OF LOT 2, TRACT 11920, AS RECORDED IN MAP BOOK 256, PAGES 21 AND 22, IN SAID COUNTY RECORDER'S OFFICE, THENCE; SOUTHERLY, 637.63 FEET, ALONG THE WESTERLY PROPERTY LINE OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12, SAID TRACT 11920, TO THE SOUTHWESTERLY CORNER OF SAID LOT 12, SAID TRACT 11920, TO THE SOUTHWESTERLY CORNER OF SAID LOT 12, SAID TRACT 11920, THENCE; SOUTHERLY, TO THE NORTHWESTERLY CORNER OF LOT 1, BLOCK "I" SAID TRACT 10303, THENCE, SOUTHERLY, TO THE NORTHWESTERLY CORNER OF LOT 1, 12, 13, 14, 15, 16, 17, 18 AND 19, SAID BLOCK "I", TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY PROLONGATION OF THE WESTERLY PROPERTY LINE OF LOTS 1, 3, 45, 6, 7, 8, 9, 10, 11, 11, 12, 13, 14, 15, 16, 17, 18 AND 19, SAID BLOCK "I", TO THE NORTHERLY PROPERTY LINE OF LOTS 2, SAID BLOCK "I", TO THE NORTHERLY PROPERTY LINE OF SAID LOT 19, SAID BLOCK "I", TO THE NORTHERLY PROPERTY LINE OF LOT 20, SAID BLOCK "I". TO THE NORTHERLY PROPERTY LINE OF SAID LOT 19, SAID BLOCK "I", AND THE WESTERLY PROPERTY LINE OF LOT 20, SAID BLOCK "". THENCE:

"I", THENCE, S 63°33'50" W, 20 FEET FROM SAID POINT OF INTERSECTION ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", THENCE; S 31°22'28" W, 28.16 FEET, ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", THENCE; S 31°22'28" W, 28.16 FEET, ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", TO THE SOUTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 20, SAID BLOCK "I", AND THE SOUTHERLY BOUNDARY LINE OF THE CITY OF REDONDO BEACH, SAID TRACT 10303, THENCE; NORTHEASTERLY ALONG SAID BOUNDARY LINE TO THE POINT OF INTERSECTION OF SAID BOUNDARY LINE AND THE SOUTHEASTERLY PROLONGATION OF SOUTHWESTERLY PROPERTY LINE OF LOT 20, BLOCK "B", SAID TRACT 10303, THENCE; NORTHWESTERLY PROPERTY LINE OF LOT 20, BLOCK "B", SAID TRACT 10300, THENCE; NORTHWESTERLY CORNER OF SAID LOT 20, SAID BLOCK "B", THENCE; SAID SOUTHWESTERLY CORNER OF SAID LOT 20, SAID BLOCK "B", THENCE; SAID SOUTHWESTERLY PROPERTY LINE OF LOTS 20, 21, 22, 32, 42, 25, 26, 27, 28, 29, 32, 33, AND 36, SAID BLOCK "B", THE POINT OF INTERSECTION OF THE NORTHWESTERLY PROPERTY LINE OF LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 AND 36, SAID BLOCK "B", AND THE SOUTHWESTERLY PROPERTY LINE OF SAID LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33 AND 36, SAID BLOCK "B", AND THE SOUTHWESTERLY PROPERTY LINE OF LOT 2 SAID BLOCK "B", THE POINT OF INTERSECTION OF THE SOUTHWESTERLY PROPERTY LINE OF LOT 2 SAID BLOCK "B", THE POINT OR SAID SOUTHWESTERLY PROPERTY LINE OF LOT 2 SAID BLOCK "B", THE POINT OR SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 2, SAID BLOCK "B", THE POINT OR SAID SOUTHWESTERLY PROPERTY LINE OF SAID LOT 2, SAID BLOCK "B", AND THE SOUTHWESTERLY PROPERTY LINE OF LOT 19, SAID BLOCK "B", AND THE SOUTHWESTERLY PROPERTY LINE OF LOT 19, SAID BLOCK "B", SAID THE SOUTHWESTERLY BOUNDARY LINE OF THE POINT OF REDONDO BEACH, THENCE; NORTHWESTERLY BOUNDARY LINE OF PACIFIC COAST HIGHWAY, SAID WES

Exhibit B

Assessment of Formula (Method and Basis of Assessment)

The proposed method and basis of levying the assessment for funding the improvements and activities of the Riviera Village Business Improvement District shall be that all license holders (with the exception of non-profit organizations who elect not to participate in the BID) will annually be assessed a base of \$125 plus a fee of \$34 per employee per year to a maximum assessment of \$1,400 per year. Those licensees who are property owners and are assessed on their business license fees on a per unit basis shall pay BID assessments of \$125 plus \$34 per rental unit per year with a maximum assessment of \$1,400 per year. For purposes of this assessment the number of employees will be that reported on City Business Licenses.

Easy Reader Inc/Redondo Beach News/October 30, 2025/RD24-078



Administrative Report

L.2., File # 25-1598 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

PUBLIC HEARING FOR INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, TO ADD SECTION 10-2.402(A)(167.5); AMENDING TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402(A); AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, TO ADD SECTION 10-2.1641; AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, TO ADD SECTION 10-5.1639; AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, SECTION 10-2.1626(B); AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, SECTION 10-5.1626(B); AMENDING TITLE 1, CHAPTER 2, SECTION 1-2.03; AMENDING TITLE 5, CHAPTER 9, ARTICLE 2, SECTION 5-9.204(A)(4) PERTAINING TO THE ZONING, REGULATION AND ENFORCEMENT OF SMOKE SHOPS AND TOBACCO SALES

PROCEDURES:

- 1. Open the public hearing and take testimony;
- 2. Close the public hearing, deliberate; and
- 3. Introduce the following ordinance by title only.

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3310-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, TO ADD SECTION 10-2.402(A)(167.5); AMENDING TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402(A); AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, TO ADD SECTION 10-2.1641; AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, TO ADD SECTION 10-5.1639; AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, SECTION 10-2.1626(B); AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, SECTION 10-5.1626(B); AMENDING TITLE 1, CHAPTER 2, SECTION 1-2.03; AMENDING TITLE 5, CHAPTER 9, ARTICLE 2, SECTION 5-9.204(A)(4) PERTAINING TO THE ZONING, REGULATION AND ENFORCEMENT OF SMOKE SHOPS AND TOBACCO SALES

EXECUTIVE SUMMARY

On April 15, 2025, the City Council reviewed and provided policy direction on a draft Smoke Shop Ordinance. On July 17, 2025, the Planning Commission reviewed the draft and adopted a Resolution recommending that the City Council approve a Smoke Shop Ordinance with modifications. The revised draft Ordinance was presented to City Council on August 19, 2025 along with the Planning Commission's recommendations. The City Council requested additional modifications, which were incorporated into an updated draft that was presented at the October 21, 2025 City Council meeting.

L.2., File # 25-1598 Meeting Date: 11/18/2025

The Council provided further revisions and asked staff to return with a final version of the Smoke Shop Ordinance for consideration of introduction and first reading on November 18, 2025.

BACKGROUND

The proposed Ordinance would create a definition for smoke shops and tobacco retailers in the Redondo Beach Municipal Code (RBMC) and provide regulations for these types of businesses. All new smoke shops would be required to obtain a Conditional Use Permit (CUP), which would provide the City with more discretion and authority over business permitting and operations. A maximum of five smoke shops would be permitted City-wide, with the exception of legal nonconforming smoke shops, which may continue to operate for a maximum of five years from the adoption of the Ordinance, even if the cap is exceeded.

To support enforcement efforts, RBMC Title 1, Chapter 2, Section 1-2.03 would also be amended to make violations of the Smoke Shop Ordinance an infraction, which would allow the City to more readily fine stores found to be in violation.

Below is a summary of the outstanding items requested by the City Council at the October 21, 2025 meeting (the most recent discussion) for follow up, with a response on how they have been addressed in the proposed Ordinance. All other Council directed Ordinance modifications have been incorporated in the attached draft.

Evaluate whether the City can prohibit minors from entering smoke shops and tobacco retail businesses.

Response: State Law prohibits the sale of tobacco to minors, but does not specifically prohibit minors from entering stores that sell tobacco. The Smoke Shop Ordinance could include a requirement prohibiting minors from store entry, however, the City Council first considered this at the August 19, 2025 meeting, and expressed some concern with the City's ability to monitor and enforce this requirement along with the practicality of the store operator being able to comply. The operator would be required to check the identification of patrons upon store entry and could potentially be penalized, which may include revocation of the license or CUP, if there are violations. The draft prepared for first reading does not include a prohibition on minors entering the store, however, if the City Council decides that it should be included, the Ordinance (Hearing) could be continued to a future date to allow for incorporation.

Evaluate whether the City should prohibit the sale of non-tobacco products.

Response: The City Council discussed whether smoke shops and tobacco retailers should be prohibited from selling non-tobacco items such as snack food and beverages, but did not provide any specific direction on whether it should be included in the Smoke Shop Ordinance. Staff has some concern with the City's ability to continuously monitor and enforce this, and that it may take resources and focus away from the enforcement of other more serious code violations. For these reasons, the draft Smoke Shop Ordinance does not include a prohibition on the sale of non-tobacco products, however, if the City Council decides that it should be included, the Ordinance (Hearing) could be continued to a future date to allow for incorporation.

• Ensure that the sale of synthetic flavored tobacco products is adequately addressed.

Response: The definitions section has been modified to clarify the prohibition of flavored tobacco products. The following provision in the Smoke Shop Ordinance prohibits the sale of flavored tobacco products in addition to other illegal substances: No Smoke shop shall sell or distribute cannabis or cannabinoid products, drug paraphernalia not directly related to legal smoke and vapor products, nitrous oxide, flavored tobacco products, tobacco product flavor enhancers, or other products prohibited by law.

If the Ordinance is approved for first reading and introduction it will be presented (along with a corresponding Resolution for associated Local Coastal Program amendments) to City Council for consideration of adoption on December 2, 2025 and would become effective (in inland areas) on January 1, 2026.

ENVIRONMENTAL STATUS

Staff has determined that the proposed Zoning Ordinance amendments are Categorically Exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably

L.2., File # 25-1598 Meeting Date: 11/18/2025

foreseeable change in the environment, and Section 15061(b)(3) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (Common -Sense Exemption), as per the Guidelines of the California Environmental Quality Act (CEQA).

COORDINATION

The Community Development Department coordinated the preparation of the proposed Ordinance with the City Attorney's Office.

FISCAL IMPACT

Funding for the preparation of this report and the Ordinances is available in the FY 2025-26 Operating Budgets for the participating Departments.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Ord - No. 3310-25 Amending Title 10, Chapter 2, Article 1, to add Section 10-2.402(A)(167.5);
 Amending Title 10, Chapter 5, Article 1, Section 10-5.402(A); Amending Title 10, Chapter 2, Article 4, to add Section 10-2.1641; Amending Title 10, Chapter 5, Article 4, to add Section 10-5.1639;
 Amending Title 10, Chapter 2, Article 4, Section 10-2.1626(B); Amending Title 10, Chapter 5, Article 4, Section 10-5.1626(B); Amending Title 1, Chapter 2, Section 1-2.03; Amending Title 5, Chapter 9, Article 2, Section 5-9.204(A)(4) Pertaining to the Zoning, Regulation And Enforcement Of Smoke Shops And Tobacco Sales

ORDINANCE NO. 3310-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, TO ADD SECTION 10-2.402(A)(167.5); AMENDING TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402(A); AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, TO ADD SECTION 10-2.1641; AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, TO ADD SECTION 10-5.1639; AMENDING TITLE 10, CHAPTER 2, ARTICLE 4, SECTION 10-2.1626(B); AMENDING TITLE 10, CHAPTER 5, ARTICLE 4, SECTION 10-5.1626(B); AMENDING TITLE 1, CHAPTER 2, SECTION 1-2.03; AMENDING TITLE 5, CHAPTER 9, ARTICLE 2, PERTAINING THE SECTION 5-9.204(A)(4) TO REGULATION AND ENFORCEMENT OF SMOKE SHOPS AND **TOBACCO SALES**

WHEREAS, according to the federal Centers for Disease Control and Prevention, nicotine is highly addictive and can harm brain development, which continues until about 25 years of age and poses a unique risk to youth; and

WHEREAS, according to the 2023 National Youth Tobacco Survey conducted by the federal Centers for Disease Control and Prevention and the United States Food and Drug Administration, approximately 2,800,000 high school students and middle school students reported using a tobacco product in the past year, and nearly 90 percent of youth electronic cigarette users used flavored products; and

WHEREAS, sales data has shown a surge in illegal, unregulated flavored tobacco products, such as flavored disposable electronic cigarettes, being imported into the United States from foreign countries in recent years, and in December 2023, the United States Food and Drug Administration and the United States Customs and Border Protection announced the seizure of approximately 1,400,000 units of unauthorized electronic cigarette products worth over \$18,000,000 at Los Angeles International Airport; and

WHEREAS, the state has passed recent legislation strengthening tobacco oversight programs and expanding the seizure of illegal tobacco products which it has deemed essential to achieving the state's public health goal of lowering youth tobacco use; and

WHEREAS, the Redondo Beach Police Department has received complaints about the selling of illegal flavored tobacco and cannabis products throughout the City, which were confirmed through two recent inspections, conducted on March 6, 2025 of a smoke shop located in the 2400 block of 190th Street and on March 19, 2025 of a smoke shop on in the 2200 block of Artesia Boulevard; and

WHEREAS, on January 21, 2025, the City Council held a meeting to discuss potential updates to the City Municipal Code that would enhance the regulation of smoke shops and tobacco retailers, and directed staff to return with a draft ordinance; and,

WHEREAS, on April 15, 2025, staff presented a draft Ordinance to the City Council that includes a new requirement for a conditional use permit, limits the number and location of smoke shops, and includes operating standards and enforcement provisions and;

WHEREAS, a 45-Day Urgency Ordinance was adopted on May 6, 2025 and extended for an additional year on June 10, 2025 to be in effect while the City develops a permanent Ordinance; and

WHEREAS, on July 17, 2025 the Planning Commission reviewed the draft Smoke Shop Ordinance and adopted a resolution making recommendations to the City Council; and

WHEREAS, on August 19, 2025 staff presented the draft Smoke shop and tobacco sales ordinance to the City Council with the Planning Commission recommendations and received input on the proposed ordinance; and

WHEREAS, on October 21, 2025 staff presented the updated draft Smoke shop and tobacco sales ordinance to the City Council and was directed to move forward with scheduling it for introduction and first reading on November 18, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY FIND AS FOLLOWS:

SECTION 1. FINDINGS

- 1. In compliance with the California Environmental Quality Act of 1970, as amended (CEQA), and State and local guidelines adopted pursuant thereto, the zoning amendment is Categorically Exempt from further environmental review, pursuant to Section 15061(b)(3) of the Guidelines of the California Environmental Quality Act (CEQA) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (common-sense exemption), then the activity is not subject to CEQA.
- 2. The amendments to the Zoning ordinance are consistent with the General Plan.
 - a. Land Use Element Goal 1E: Ensure that the types of land uses developed in the City complement and do not adversely affect the quality of life and health of the City's residents, businesses, and visitors.
 - b. Land Use Element Goal 1H: Continue to enhance existing commercial districts which contribute revenue to the City and are compatible with adjacent residential neighborhoods.
 - c. Land Use Element Goal 10: Ensure the compatibility among the various types and densities of land uses to be accommodated in the City.
 - d. Land Use Element Goal 1J: Provide for the continued use of the City's coastalrelated recreational facilities as resources for the residents of Redondo Beach and surrounding communities; ensuring that these uses and activities are compatible with adjacent residential neighborhoods and commercial districts and maintain a high level of quality and safety.
 - e. Land Use Element Goal 1K: Provide for public uses which support the needs and functions of the residents and businesses of the City.

3. These amendments do not require a vote of the people under Article XXVII of the City Charter.

SECTION 2. RECITALS. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

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

SECTION 1. AMENDMENT OF CODE. Redondo Beach Municipal Code Title 10, Chapter 2, Article 1, Section 10-2.402(a)(167.5) is hereby amended to insert a new definition for "Smoke shop and tobacco store" as follows:

"10-2.402(a)(167.5) "Smoke shop and tobacco store" shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia, excluding hookah and smokers' lounges as defined in California Labor Code § 6404.5; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes, e-cigarettes, or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store" and shall not be subject to the restrictions in this chapter."

SECTION 2. AMENDMENT OF CODE. Redondo Beach Municipal Code Title 10, Chapter 5, Article 1, Section 10-5.402(a) is hereby amended to insert a new definition for "Smoke shop and tobacco store" in the appropriate order of the existing definitions, which are listed alphabetically, as follows:

"10-5.402(a) "Smoke shop and tobacco store" shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia, excluding hookah and smokers' lounges as defined in California Labor Code § 6404.5; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes, e-cigarettes, or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store" and shall not be subject to the restrictions in this chapter."

SECTION 3. AMENDMENT OF CODE. Redondo Beach Municipal Code Title 10, Chapter 2, Article 4 is hereby amended to add a new Section 10-2.1641 as follows:

"10-2.1641 Smoke Shops and Tobacco Sales.

(a) Purpose. The regulation of smoke shops and tobacco stores is necessary and in the interests of the public health, safety and general welfare as the expansion of smoke shops and tobacco stores in the city could result in undesirable impacts to the community. Among these impacts are increased potential for tobacco sales to minors along with greater opportunity for the sale of cannabis, illegal drugs and associated paraphernalia. These regulations address such negative impacts of smoke shops and tobacco stores while providing a reasonable number of locations and zones for such shops to locate within the city.

(b) Definitions. For the purpose of this section, unless the context clearly indicates otherwise, the words, terms, and phrases shall have the following meanings:

"Ancillary sale" includes grocery stores, supermarkets, convenience stores, vehicle service stations, and other similar retail uses in which tobacco product display and sales is secondary to the primary use of the business. To qualify as "ancillary sale" no more than two percent of the gross floor area, or fifty square feet of vertical display area, may be used for the sale and marketing of tobacco products. The Community Development Director may require reductions in display area, or approve minor exceptions, if necessary to ensure that the sale and display of tobacco products is ancillary. Businesses that include "ancillary sale" of tobacco products are not subject to the provisions of Section 10-2.1642, but must obtain and maintain at all times a valid Tobacco Retailer license pursuant to the requirements contained in Title 5, Chapter 9, Article 2 of the Redondo Beach Municipal Code.

"Characterizing flavor" means a taste or odor, distinguishable by an ordinary customer either prior to or during the consumption of a tobacco product, other than the taste or odor of tobacco, including but not limited to, tastes or odors relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, spice, or a cooling sensation distinguishable by an ordinary consumer during the consumption of a tobacco product.

"Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water or reconstituted tobacco sheet, that is added by the manufacturer to a tobacco product during the processing, manufacture, or packing of the tobacco product.

"E-cigarette" shall mean any electronic or battery-powered device, whether reusable or disposable, designed to deliver vaporized or aerosolized substances, including but not limited to nicotine, flavored solutions, or other chemical compounds, to the user through inhalation. This includes devices such as electronic cigarettes, vape pens, electronic cigars, cigarillos, pipes, hookahs, or any similar inhalation device, along with their components, parts, or accessories, like refillable tanks, pods, or cartridges, whether sold separately or not. E-cigarette also includes any solution, cartridge, or substance intended to be vaporized or aerosolized during use.

"Flavored tobacco product" shall mean any tobacco product that contains a constituent that imparts a characterizing flavor.

"Nicotine" shall mean any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived, and includes nicotinic alkaloids and nicotine analogs.

"Smoke shop and tobacco store" shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia, excluding hookah and smokers' lounges as defined in California Labor Code § 6404.5; provided, however, that any grocery store, supermarket, convenience store, vehicle service station, or similar retail use that only sells conventional cigars, cigarettes, e-cigarettes, or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store" and shall not be subject to the restrictions in this chapter.

"Tobacco" shall mean any preparation of the nicotine-rich leaves of the tobacco plant, which are cured by a process of drying and fermentation for use in smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body.

"Tobacco paraphernalia" shall mean any paraphernalia, equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco, tobacco products, or other controlled substances as defined in California Health and Safety Code Section 11054 et seq. Items or devices classified as tobacco paraphernalia include but are not limited to the following: pipes, punctured metal bowls, bongs, water bongs, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material. Lighters and matches shall be excluded from the definition of tobacco paraphernalia.

"Tobacco product" shall mean (1) any product containing, made or derived from tobacco or nicotine, which is intended for human consumption of the tobacco or nicotine, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff; (2) an electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including an electronic cigarette, cigar, pipe, or hookah; (3) any component, part, or accessory of a tobacco product, whether or not sold separately. For the purposes of this chapter, the term "tobacco product" excludes any product that has been specifically approved by the United States Food and Drug Administration (FDA) for sale as a tobacco/smoking cessation product or for other medical purposes, where such product is marketed and sold solely for such an approved purpose.

"Tobacco product flavor enhancer" shall mean a product designed, manufactured, produced, marketed, or sold to produce a characterizing flavor when added to a tobacco product.

- (c) Zoning and land use standards.
- 1. Permitted Zones. For smoke shops and tobacco stores (hereinafter referred to as "smoke shops") notwithstanding any other provision of this title to the contrary, smoke shops shall be a conditionally permitted use only in the following zones, subject to the regulations contained in this chapter:
- a. Smoke shops are only permitted in commercial zones, specifically limited to C-2, C-2A, C-2B, C-2PD, C-3, C-3A, C-3B, C-3PD, C-4, C-4A, C-4B, C-4PD, C-5A.
- b. Smoke shops are prohibited in any industrial, public-institutional zone or mixed-use zone, or zone where residential uses are permitted, or within any coastal commercial zones.
- 2. Conditional Use Permit. It shall be unlawful for any person to operate a smoke shop within the above zones after the effective date of this Section without obtaining a Conditional Use Permit in accordance with Section 10-2.2506 of the Municipal Code. Conditional Use Permits shall be processed as first come first served, on the basis of the date the application is deemed complete. The Conditional Use Permit for a smoke shop is valid for a maximum of three (3) years from the date of approval of the permit, at which

time the permit shall expire and be of no further force and effect unless renewed.

- a. The Conditional Use Permit shall be processed in accordance with Section 10-2.2506 and shall include the following standard conditions:
- 1. No smoking shall be permitted on the premises at any time.
- 2. No sales may be solicited or conducted on the premises to minors.
- 3. No self-service tobacco, tobacco product, or tobacco paraphernalia displays shall be permitted.
- 4. No distribution of free or low-cost tobacco, tobacco products or tobacco paraphernalia, as well as coupons for said items, shall be permitted.
- 5. No advertising or signage indicating the availability of tobacco products shall be visible from the exterior nor from entry of the retail establishment to the maximum extent possible.
- 6. The sale of tobacco products and tobacco paraphernalia is subject to the conditions contained in in the Tobacco Retail Permits provisions contained in Title 5. Chapter 9, Article 2 of the Redondo Beach Municipal Code.
- 3. Locations. The permitted concentration and location of new smoke shops be as follows:
- a. No smoke shop shall be established or located within 600 feet from any public or private high schools or youth centers, as defined in 10-2.1626, as measured from the nearest property lines of each of the affected parcels and shall not be located within 600 feet from another smoke shop.
- 4. Maximum allowed. A maximum of five (5) smoke shops are permitted city-wide, with the exception of legal nonconforming smoke shops established prior to the effective date of this Section for which the following applies:
- a. Legal nonconforming smoke shops may continue to operate, at their existing location, in accordance with Section 10-2.2002 and must obtain a Conditional Use Permit within a period of five (5) years from the effective date of this Section or cease to operate.
- b. A maximum of five (5) Conditional Use Permits may be issued on a first come first serve basis to existing legal nonconforming smoke shops and shall be counted against the maximum allowance of five (5) city-wide provided they comply with the requirements of this Section.
- c. As legal nonconforming smoke shops abandon their use, either through change of use or expiration of operating permits, no new Conditional Use Permits shall be issued unless the City is below the maximum allowance of five (5) smoke shops city-wide.
- (d) Additional requirements and standards.
- 1. Smoke shops are subject to Planning Commission Design Review pursuant to Section 10-2.2502.
- 2. Smoke shops must obtain and maintain at all times a valid Tobacco Retailer permit pursuant to the requirements contained in Title 5, Chapter 9, Article 2 of the Redondo Beach Municipal Code.
- 3.Smoke shops must obtain and maintain a valid business license at all times pursuant to the requirements contained in Redondo Beach Municipal Code Title 6, Chapter 1.
- 4. Smoke shops must remain in compliance with all local, State, and federal laws, regulations, and orders, as well as all conditions of approval imposed on the use.

- 5. No Smoke shop shall sell or distribute cannabis or cannabinoid products, drug paraphernalia not directly related to legal smoke and vapor products, nitrous oxide, flavored tobacco products, tobacco product flavor enhancers or other products prohibited by law.
- 6. Notice of Minimum Age for Purchase of Tobacco Products and Tobacco paraphernalia. Smoke shops shall post conspicuously, at each point of purchase, a notice stating that selling tobacco products and tobacco paraphernalia to anyone under 21 years of age is illegal and subject to penalties. Such notice shall be subject to the approval of the City.
- 7. Positive Identification Required. No Smoke shop shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under 30 years of age without first examining the customer's identification to confirm that the customer is at least the minimum age under State law to purchase and possess the tobacco product and/or tobacco paraphernalia.
- 8. Flavored Tobacco Products/Tobacco product flavor enhancer. No smoke shop shall sell Flavored tobacco products or Tobacco product flavor enhancers. The prohibition in the preceding sentence shall not apply to a licensed hookah business that permits only patrons 21 years of age or older, to enter the location.
- (e) Enforcement of smoke shops.
- 1. Inspections. All smoke shops shall be subject to routine unannounced inspections by City Officials to ensure compliance with this Section and any additional conditions of the Conditional Use Permit.
- 2. Criminal Penalties. Violations of provisions of this section are subject to Title 1, Chapter 2 of Redondo Beach Municipal Code and will be enforced accordingly.
- 3. Separate offense for each day. Any person who violates any provision of this section shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.
- 4. Use or activity prohibited by State law. Nothing in this section shall be deemed to permit or authorize any use or activity which is otherwise prohibited by State law.
- 5. Revocation. If verified that a smoke shop is in violation with either the provisions of this section, or the specific conditions of the Conditional Use Permit, that finding may be used as a basis for amending or revoking the Conditional Use Permit, pursuant to Section 10-2.2506(f) of the Redondo Beach Municipal Code and/or Business License pursuant to Section 6-1.26 and 6-1.27, or Tobacco Retail Permit pursuant to Section 5-9.201 et seq."

SECTION 4. AMENDMENT OF CODE. Redondo Beach Municipal Code Title 10, Chapter 5, Article 4 is hereby amended to add a new Section 10-2.1639 as follows:

"10-2.1639 Smoke Shops and Tobacco Sales.

(a) Purpose. The regulation of smoke shops and tobacco stores is necessary and in the interests of the public health, safety and general welfare as the expansion of smoke shops and tobacco stores in the city could result in undesirable impacts to the community. Among these impacts are increased potential for tobacco sales to minors along with greater opportunity for the sale of cannabis, illegal drugs and associated paraphernalia. These regulations address such negative impacts of smoke shops and tobacco stores while providing a reasonable number of locations and zones for such shops to locate within the city.

(b) Definitions. For the purpose of this section, unless the context clearly indicates otherwise, the words, terms, and phrases shall have the following meanings:

"Ancillary sale" includes grocery stores, supermarkets, convenience stores, vehicle service stations, and similar uses in which tobacco product display and sales is secondary to the primary use of the business. To qualify as "ancillary sale" no more than two percent of the gross floor area, or fifty square feet of vertical display area, may be used for the sale and marketing of tobacco products. The Community Development Director may require reductions in display area, or approve minor exceptions, if necessary to ensure that the sale and display of tobacco products is ancillary. Businesses that include "ancillary sale" of tobacco products are not subject to the provisions of Section 10-2.1642, but must obtain and maintain at all times a valid Tobacco Retailer permit pursuant to the requirements contained in Title 5, Chapter 9, Article 2 of the Redondo Beach Municipal Code.

"Characterizing flavor" means a taste or odor, distinguishable by an ordinary customer either prior to or during the consumption of a tobacco product, other than the taste or odor of tobacco, including but not limited to, tastes or odors relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, spice, or a cooling sensation distinguishable by an ordinary consumer during the consumption of a tobacco product.

"Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water or reconstituted tobacco sheet, that is added by the manufacturer to a tobacco product during the processing, manufacture, or packing of the tobacco product.

"E-cigarette" shall mean any electronic or battery-powered device, whether reusable or disposable, designed to deliver vaporized or aerosolized substances, including but not limited to nicotine, flavored solutions, flavored synthetic solutions, or other chemical compounds, to the user through inhalation. This includes devices such as electronic cigarettes, vape pens, electronic cigars, cigarillos, pipes, hookahs, or any similar inhalation device, along with their components, parts, or accessories, like refillable tanks, pods, or cartridges, whether sold separately or not. E-cigarette also includes any solution, cartridge, or substance intended to be vaporized or aerosolized during use.

"Flavored tobacco product" shall mean any tobacco product that contains a constituent that imparts a characterizing flavor.

"Nicotine" shall mean any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived, and includes nicotinic alkaloids and nicotine analogs.

"Smoke shop and tobacco store" shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia, excluding hookah and smokers' lounges as defined in California Labor Code § 6404.5; provided, however, that any grocery store, supermarket, convenience store, vehicle service station, or similar retail use that only sells conventional cigars, cigarettes, e-cigarettes, or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store" and shall not be subject to the restrictions in this chapter.

"Tobacco" shall mean any preparation of the nicotine-rich leaves of the tobacco plant, which are cured by a process of drying and fermentation for use in smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body.

"Tobacco paraphernalia" shall mean any paraphernalia, equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco, tobacco products, or other controlled substances as defined in California Health and Safety Code Section 11054 et seq. Items or devices classified as tobacco paraphernalia include but are not limited to the following: pipes, punctured metal bowls, bongs, water bongs, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material. Lighters and matches shall be excluded from the definition of tobacco paraphernalia.

"Tobacco product" shall mean (1) any product containing, made or derived from tobacco or nicotine, which is intended for human consumption of the tobacco or nicotine, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff; (2) an electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including an electronic cigarette, cigar, pipe, or hookah; (3) any component, part, or accessory of a tobacco product, whether or not sold separately. For the purposes of this chapter, the term "tobacco product" excludes any product that has been specifically approved by the United States Food and Drug Administration (FDA) for sale as a tobacco/smoking cessation product or for other medical purposes, where such product is marketed and sold solely for such an approved purpose.

"Tobacco product flavor enhancer" shall mean a product designed, manufactured, produced, marketed, or sold to produce a characterizing flavor when added to a tobacco product.

- (c) Zoning and land use standards.
- Permitted Zones. For smoke shops and tobacco stores (hereinafter referred to as "smoke shops") notwithstanding any other provision of this title to the contrary, smoke shops shall be a conditionally permitted use only in the following zones, subject to the regulations contained in this chapter:
 - a. Smoke shops are only permitted in commercial zones, specifically limited to C-2, C-2A, C-2B, C-2PD, C-3, C-3A, C-3B, C-3PD, C-4, C-4A, C-4B, C-4PD, C-5A.
 - b. Smoke shops are prohibited in any industrial, public-institutional zone or mixed-use zone, or zone where residential uses are permitted, or within any coastal commercial zones.
 - 2. Conditional Use Permit. It shall be unlawful for any person to operate a smoke shop within the above zones after the effective date of the Section without obtaining a Conditional Use Permit in accordance with Section 10-5.2506 of the Municipal Code. Conditional Use Permits shall be processed as first come first served, on the basis of the date the application is deemed complete. The Conditional Use Permit for a smoke shop

is valid for a maximum of three (3) years from the date of approval of the permit, at which time the permit shall expire and be of no further force and effect unless renewed.

- a. The Conditional Use Permit shall be processed in accordance with Section 10-5.2506 and shall include the following standard conditions:
- 1. No smoking shall be permitted on the premises at any time.
- 2. No sales may be solicited or conducted on the premises to minors.
- 3. No self-service tobacco, tobacco product, or tobacco paraphernalia displays shall be permitted.
- 4. No distribution of free or low-cost tobacco, tobacco products or tobacco paraphernalia, as well as coupons for said items, shall be permitted.
- 5. No advertising or signage indicating the availability of tobacco products shall be visible from the exterior nor from entry of the retail establishment to the maximum extent possible.
- 6. The sale of tobacco products and tobacco paraphernalia are subject to the conditions contained in in the Tobacco Retail Permits provisions contained in Title 5, Chapter 9, Article 2 of the Redondo Beach Municipal Code.
- 3. Locations. The permitted concentration and location of new smoke shops be as follows:
- a. No smoke shop shall be established or located within 600 feet from any public or private high schools or youth centers, as defined in 10-2.1626, as measured from the nearest property lines of each of the affected parcels and shall not be located within 600 feet from another smoke shop.
- 4. Maximum allowed. A maximum of five (5) smoke shops are permitted city-wide, with the exception of legal nonconforming smoke shops established prior to the effective date of this Section for which the following applies:
- a. Legal nonconforming smoke shops may continue to operate, at their existing location, in accordance with Section 10-2.2002 and must obtain a Conditional Use Permit within a period of five (5) years from the effective date of this Section or cease to operate.
- b. A maximum of five (5) Conditional Use Permits may be issued on a first come first serve basis to existing legal nonconforming smoke shops and shall be counted against the maximum allowance of five (5) city-wide provided they comply with the requirements of this Section.
- c. As legal nonconforming smoke shops abandon their use, either through change of use or expiration of operating permits, no new Conditional Use Permits shall be issued unless the City is below the maximum allowance of five (5) smoke shops city-wide.
- (d) Additional requirements and standards.
- 1. Smoke shops are subject to Planning Commission Design Review pursuant to Section 10-2.2502.
- 2. Smoke shops must obtain and maintain at all times a valid Tobacco Retailer permit pursuant to the requirements contained in Redondo Beach Municipal Code Title 5, Chapter 9, Article 2.
- 3.Smoke shops must obtain and maintain a valid business license at all times pursuant to the requirements contained in Redondo Beach Municipal Code Title 6, Chapter 1.

- 4. Smoke shops must remain in compliance with all local, State, and federal laws, regulations, and orders, as well as all conditions of approval imposed on the use.
- 5. No Smoke shop shall sell or distribute cannabis or cannabinoid products, drug paraphernalia not directly related to legal smoke and vapor products, nitrous oxide, flavored tobacco products, tobacco product flavor enhancers or other products prohibited by law.
- 6. Notice of Minimum Age for Purchase of Tobacco Products and Tobacco paraphernalia. Smoke shops shall post conspicuously, at each point of purchase, a notice stating that selling tobacco products and tobacco paraphernalia to anyone under 21 years of age is illegal and subject to penalties. Such notice shall be subject to the approval of the City.
- 7. Positive Identification Required. No Smoke shop shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under 30 years of age without first examining the customer's identification to confirm that the customer is at least the minimum age under State law to purchase and possess the tobacco product and/or tobacco paraphernalia.
- 8. Flavored Tobacco Products/Tobacco Product Flavor Enhancer. No smoke shop shall sell Flavored tobacco products or Tobacco Product Flavor Enhancers. The prohibition in the preceding sentence shall not apply to a licensed hookah business that permits only patrons 21 years of age or older, to enter the location.
- (e) Enforcement of smoke shops.
- 1. Inspections. All smoke shops shall be subject to routine unannounced inspections by City Officials to ensure compliance with this Section and any additional conditions of the Conditional Use Permit. City Officials may inspect all areas of Smoke shops including, but not limited to, display areas, storage areas, office areas, and stock rooms.
- 2. Criminal Penalties. Violations of provisions of this section are subject to Title 1, Chapter 2 of Redondo Beach Municipal Code and will be enforced accordingly.
- 3. Separate offense for each day. Any person who violates any provision of this section shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.
- 4. Use or activity prohibited by State law. Nothing in this section shall be deemed to permit or authorize any use or activity which is otherwise prohibited by State law.
- 5. Revocation. If verified that a smoke shop is in violation with either the provisions of this section, or the specific conditions of the Conditional Use Permit, that finding may be used as a basis for amending or revoking the Conditional Use Permit, pursuant to Section 10-2.2506(f) of the Redondo Beach Municipal Code and/or Business License pursuant to Section 6-1.26 and 6-1.27, or Tobacco Retail Permit pursuant to Section 5-9.201 et seq."

SECTION 5. AMENDMENT OF CODE. Redondo Beach Municipal Code Title 10, Chapter 2, Article 4 Section 10-2.1626(b), is hereby amended to read as follows:

"10-2.1626(b) "Youth center" means any public or private facility that is primarily used. for recreational, social, educational, cultural, or wellness activities for persons under eighteen (18) years of age. "Youth Center" shall also include facilities that provide such services to both minors and young adults up to twenty-five (25) years of age, such as Allcove centers or similar programs. Examples of youth centers include, but are not limited to, private

youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities."

SECTION 6. AMENDMENT OF CODE. Redondo Beach Municipal Code Title 10, Chapter 5, Article 4 Section 10-5.1626(b), is hereby amended to read as follows:

"10-5.1626(b) "Youth center" means any public or private facility that is primarily used. for recreational, social, educational, cultural, or wellness activities for persons under eighteen (18) years of age. "Youth Center" shall also include facilities that provide such services to both minors and young adults up to twenty-five (25) years of age, such as Allcove centers or similar programs. Examples of youth centers include, but are not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities."

SECTION 7. AMENDMENT OF CODE. Redondo Beach Municipal Code Title 1, Chapter 2, Section 1-2.03, is hereby amended to add Sections 10-2.1641 and 10-5.1639 as infractions.

SECTION 8. AMENDMENT OF CODE. Redondo Beach Municipal Code Title 5, Chapter 9, Article 2, Section 5-9.204(a)(4), is hereby amended to read as follows:

"5-9.204(a)(4) The application seeks authorization for tobacco retailing that is otherwise prohibited pursuant to this chapter, that is unlawful pursuant to this Code (including but not limited to, the Redondo Beach Zoning Ordinance, Sections 10-2.1641 and 10-5.1639, and business license regulations), or that is unlawful pursuant to any other law."

SECTION 9. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 10. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council shall declare that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 9. This ordinance shall be published by one insertion in the official newspaper of said city, or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 2^{nd} day of December, 20	25.

James A. Light, Mayor

APPROVED AS TO FORM:	ATTEST:		
Joy A. Ford, City Attorney	Eleanor Manzano, CMC, City Clerk		

STATE OF CALIFORNIA) COUNTY OF LOS ANGELES) ss CITY OF REDONDO BEACH)
I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3310-25 was duly introduced at a regular meeting of the City Council held on the 18 th day of November, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 2 nd day of December, 2025, by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:
Eleanor Manzano, CMC City Clerk



Administrative Report

L.3., File # 25-1531 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR, SEAN SCULLY, PLANNING

MANAGER

TITLE

PUBLIC HEARING FOR INTRODUCTION AND FIRST READING OF ORDINANCES AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, SECTION 10-2.402 DEFINITIONS AND TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402 DEFINITIONS OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES AND DETERMINING THE AMENDMENT AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

PROCEDURES:

- 1. Open the public hearing and take testimony;
- 2. Close the public hearing and deliberate;
- 3. Introduce the following ordinances by title only; and
- 4. Adopt by title only the resolution submitting ordinance to the California Coastal Commission

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3308-25, AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, SECTION 10-2.402(A)(135.5) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3309-25, AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402(A) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES AND DETERMINING SUCH AMENDMENT AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2511-090, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, FORWARDING TO AND REQUESTING CERTIFICATION BY THE CALIFORNIA COASTAL COMMISSION OF AMENDMENTS TO TITLE 10, CHAPTER 5 (COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE), ARTICLE 1, SECTION 10-5.402(A) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES, WHICH IS INTENDED TO BE CARRIED OUT IN A

L.3., File # 25-1531 Meeting Date: 11/18/2025

MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT; AND PROVIDING THAT THE AMENDMENTS TO THE CITY'S LOCAL COASTAL PROGRAM WILL TAKE EFFECT AUTOMATICALLY UPON COASTAL COMMISSION APPROVAL PURSUANT TO PUBLIC RESOURCES CODE SECTION 30514 AND TITLE 14, SECTION 13551 OF THE CALIFORNIA CODE OF REGULATIONS

EXECUTIVE SUMMARY

The California Department of Housing and Community Development (HCD) has recently requested that the City adopt a zoning ordinance amendment providing a definition for "permitted by right/use by right" consistent with Government Code Section 65583.2, subdivision (i) in order to clarify the City's implementation of "Program 9: By-Right Approval for Projects with 20 Percent Affordable Units" of the City's 6th Cycle 2021-2029 Housing Element. It should be noted, the City has already adopted an ordinance implementing Program 9 (Ordinance No. CC-3282-24 and CC-3283-24 on November 12, 2024). This proposed zoning ordinance amendment simply clarifies how a "use" or "project" that qualifies as "permitted by right" is defined and processed.

Also important to note is that while the Redondo Beach Municipal Code currently does not include a formal definition of "permitted by right," the City has always administratively processed "uses and projects" identified as "P" in the various zoning land use tables in a manner consistent with the requirements identified in Government Code Section 65583.2, Subdivision (i).

BACKGROUND

On July 5, 2022, the City Council adopted the "City of Redondo Beach's 6th Cycle (2021-2029) Housing Element," incorporating all amendments recommended by the California HCD and submitted the revised Housing Element to HCD on July 11, 2022.

In their letter dated September 1, 2022, HCD found the City of Redondo Beach's adopted 6th Cycle (2021-2029) Housing Element to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code). The September 1, 2022 certification letter from HCD also noted that all rezoning actions and "program" implementation prescribed in the City's Housing Element must be completed three years and 120 days from the statutory deadline of February 12, 2025.

At their public hearings on November 5, and 12, 2024, the City Council adopted amendments to the City's General Plan, Local Coastal Program (LCP), and the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, and Chapter 5 Coastal Land Use Plan Implementing Ordinance, that implement the City's 6th Cycle 2021-2029 Housing Element inclusive of all required zoning amendments (inland and coastal) for implementing the identified Housing Sites and Housing Programs.

On January 7, 2025, the City transmitted a letter to the HCD detailing all actions taken by the Council in November of 2024 that were required to implement the City's 6th Cycle 2021-2029 Housing Element.

On August 27, 2025, HCD issued a Letter of Technical Assistance requesting that the City adopt a zoning code amendment by ordinance or resolution providing a definition for "use by right" consistent with Government Code Section 65583.2, subdivision (i). The "Letter of Technical Assistance" did not cite any other issues or concerns with the City's adopted ordinances and resolutions that served to implement the Housing Sites and Housing Programs within the City's 6 th Cycle 2021-2029 Housing Element. A copy of the August 27, 2025, HCD Letter of Technical Assistance is included for reference.

At their public hearing on October 16, 2025, the Planning Commission considered the proposed definition for "permitted by right" (P) and unanimously recommended that the City Council approve the California Environmental Quality Act (CEQA) Exemption and adopt the amendment to the City's Zoning Ordinance and Coastal Land Use Plan Implementing Ordinance for the proposed definition of "permitted by right" (P) with no changes recommended.

Below is the proposed definition for "P" and "permitted by right/use by right" that would be added to Section 10-2.402

L.3., File # 25-1531 Meeting Date: 11/18/2025

Definitions of the Zoning Ordinance and Section 10-5.402 Definitions of the Coastal Land Use Plan Implementing Ordinance as requested by HCD. The draft definition references and incorporates the language within Government Code Section 65583.2, Subdivision (i), pursuant to HCD's direction.

"Section 10-2.402/10-5.402 Definitions.

(135.5) "Permitted by right" is a use classification designated by the letter "P" in land use tables for the specified zones. "Permitted by right" is equivalent to "use by right" as defined by Government Code Section 65583.2, Subdivision (i) and shall mean a development project that satisfies all of the following conditions:

- 1. <u>The development is required to be approved administratively if it meets pre-defined</u> objective standards.
- 2. <u>The development project does not require a conditional use permit, planned unit development permit, or any other discretionary review.</u>
- 3. The development project is not a "project" for purposes of the California Environmental Quality Act (CEQA) (Division 13 commencing with Section 21000 of the Public Resources Code) and is generally exempt from the CEQA review process."

HCD was provided with a copy of the proposed definition for "permitted by right - (P)" on October 10 and November 3, 2025. HCD has offered no additional comments.

ENVIRONMENTAL STATUS

Staff has determined that the proposed zoning ordinance amendments are Categorically Exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, otherwise known as a common-sense CEQA exemption.

COORDINATION

The Community Development Department coordinated the preparation of the associated ordinances and resolutions with the City Attorney's Office. A copy of the proposed definition of "permitted by right - (P)" was transmitted to HCD on October 10 and November 3, 2025. HCD has provided no additional comments.

FISCAL IMPACT

Funding for the preparation of this report and the ordinances is available in the Community Development Department' annual operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Ord No. 3308-25 Permitted By Right Definition, Inland
- Ord No. 3309-25 Permitted By Right Definition, Coastal
- Reso No. CC-2511-090 Forwarding to California Coastal Commission of Coastal Ordinance
- CEQA Exemption Declaration Permitted By Right Ordinance
- Letter HCD Technical Assistance Letter, August 27, 2025
- Reso No. 2025-10-PCR-10 Definition of Permitted By Right, Planning Commission, October 16, 2025
- Administrative Report Definition Permitted By Right, Planning Commission, October 16, 2025
- Minutes Planning Commission, October 16, 2025

ORDINANCE NO. 3308-25

AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2, ARTICLE 1, SECTION 10-2.402(a)(135.5) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City Council of the City of Redondo Beach at their duly noticed public hearing on July 5, 2022, adopted the "City of Redondo Beach's 6th Cycle (2021-2029) Housing Element", incorporating the amendments recommended by the California Department of Housing and Community Development (HCD) and submitted the revised Housing Element to HCD on July 11, 2022; and

WHEREAS, the California Department of Housing and Community Development in their "certification" letter dated September 1, 2022, found the City of Redondo Beach's adopted 6th Cycle (2021-2029) Housing Element to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code); and

WHEREAS, as noted in the California Department of Housing and Community Development's (HCD's) September 1, 2022 letter finding the City's housing element substantially complied with State Housing Element Law (Gov. Code, § 65580 et seq), all rezoning actions must be completed three years and 120 days from the statutory deadline (February 12, 2025); and

WHEREAS, on May 8, 2024, the California Department of Housing and Community Development issued a "Letter of Inquiry" requesting the status of the City of Redondo Beach's 6th Cycle Housing Element Implementation Programs related to housing sites and programs; and

WHEREAS, on June 7, 2024, city staff provided a written response to HCD's "Letter of Inquiry" that included the status and timeline for the implementation of rezoning the "Housing Sites" that provide capacity for accommodating the City's RHNA, and Programs 8 (Residential Sites Inventory and Monitoring No Net Loss), 9 (By-Right Approval for Projects with 20 Percent Affordable Units), 10 (Replacement Housing), and 15 (Monitoring the Effect of Article 27 of the City Charter [Measure DD]); and

WHEREAS, on June 20, August 1, and August 15, 2024 the Planning Commission held multiple duly-noticed public hearings to take testimony from staff, the public and other interested parties, and to deliberate on updates and revisions to the City's Zoning Ordinances (inland and coastal) and LCP required for consistency and to implement the City's Housing Element; and

WHEREAS, on September 19, 2024 the Planning Commission held a final duly noticed public hearing and completed its deliberations on updates to the City's Zoning Ordinances (inland and coastal) and LCP required for consistency with and to implement the City's Housing Element, and took testimony from staff, the public and other interested parties, and considered the associated Draft Program Environmental Impact Report and made the following recommendations:

- 1. That the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report inclusive of its referenced appendices for the "Redondo Beach Focused General Plan Update, Zoning Ordinance (Inland and Coastal) Updates and Local Program Amendments" to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs", approve appropriate findings, a statement of overriding considerations, and mitigation monitoring and reporting program; and
- 2. That the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and
- 3. That the City Council adopt amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and

WHEREAS, at their duly noticed public hearing on October 15, 2024, City Council directed staff to move forward with the Housing Element implementation related General Plan, Zoning Ordinance (including Subdivision Ordinance), and Local Coastal Program Amendments to comply with the statutory deadline of February 12, 2025 and defer other proposed nonresidential amendments for later consideration; and

WHEREAS, at their duly noticed public hearings on November 5, 2024, and November 12, 2024, City Council adopted amendments to the City's General Plan Land Use Element and the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program, and Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance, to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and

WHEREAS, on January 7, 2025, the City transmitted a letter to the State Department of Housing and Community Development regarding the City's "6th Cycle 2021-2029 Housing Element – Program Compliance Update" that detailed the actions taken by the City Council in November 2024 to implement all of the General Plan Land Use Element and Local Coastal Program amendments and all the zoning (inland and coastal) amendments required for implementing the "Housing Sites" and "Housing

Programs" within the City's 6th Cycle 2021-2029 Housing Element. The January 7, 2025, transmittal to HCD included copies of adopted City Council Ordinances 3281-24, 3282-24, and 3283-24, as well as Resolutions 2410-105 and 2410-106; and

WHEREAS, on August 27, 2025, the California Department of Housing and Community Development (HCD) issued a "Letter of Technical Assistance" requesting that the City adopt a zoning code amendment by ordinance or resolution providing a definition for "use by right" consistent with Government Code Section 65583.2, subdivision (i). The "Letter of Technical Assistance" did not cite any other issues or concerns with the City's adopted ordinances and resolutions that served to implement the "Housing Sites" and "Housing Programs" within the City's 6th Cycle 2021-2029 Housing Element; and

WHEREAS, on October 10, and November 3, 2025, the Planning Division submitted a copy of the proposed definition for "permitted by right/use by right" to HCD. To date, HCD has not commented on the proposed Ordinance; and

WHEREAS, at their duly noticed public hearing on October 16, 2025, the Planning Commission of the City of Redondo Beach considered evidence presented by the Planning Division and other interested parties, and discussed, deliberated, and considered the proposed definition for "permitted by right/use by right" and unanimously recommended that the City Council approve the California Environmental Quality Act (CEQA) Exemption and adopt the amendment to the City's Zoning Ordinance and Coastal Land Use Plan Implementing Ordinance for the proposed definition of "permitted by right."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY FIND AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

SECTION 2. FINDINGS.

1. In compliance with the California Environmental Quality Act (CEQA) of 1970, as amended, and State and local guidelines adopted pursuant thereto, the amendment to the City's Zoning Ordinance and Zoning Ordinance to the Coastal Zone is Categorically Exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment ("common-sense exemption"), of the Guidelines of the California Environmental Quality Act (CEQA), therefore, the action is not subject to CEQA.

- 2. The amendment to the "Zoning Ordinance" serves to clarify the previously adopted zoning ordinances implementing "Program 9: By-Right Approval for Projects with 20 Percent Affordable Units" of the City's 6th Cycle 2021-2029 Housing Element and is therefore consistent with the General Plan.
- 3. These amendments do not require a vote of the people under Article XXVII of the City Charter.

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

SECTION 1. Pursuant to Section 10-2.2504(e)(3), (g) and (h) Zoning amendments, the City Council adopts the amendments to the Redondo Beach Municipal Code pertaining to the definition of "P" (permitted by right/use by right) in the "use classifications" in the City's various specified zones and procedures.

SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 2, Article 1, Section 10-2.402(a)(135.5) Definitions is amended by adding the definition of "Permitted by right" as follows:

"Section 10-2.402(a)(135.5)

"Permitted by right" is a use classification designated by the letter "P" in land use tables for the specified zones. "Permitted by right" is equivalent to "use by right" as defined by Government Code Section 65583.2, Subdivision (i) and shall mean a development project that satisfies all of the following conditions:

- (1) The development is required to be approved administratively if it meets predefined objective standards.
- (2) The development project does not require a conditional use permit, planned unit development permit, or any other discretionary review.
- (3) The development project is not a "project" for purposes of the California Environmental Quality Act (CEQA) (Division 13 commencing with Section 21000 of the Public Resources Code) and is generally exempt from the CEQA review process.

SECTION 3. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED, AND ADO	OPTED this 18 th day of November, 2025.
	James A. Light, Mayor
APPROVED AS TO FORM:	ATTEST:
Joy A. Ford, City Attorney	Eleanor Manzano, CMC, City Clerk

ATTEST:		
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF REDONDO BEACH)))	SS
that Ordinance No. 3308-25 wa the City of Redondo Beach, Ca approved and adopted by the Ci regular meeting of said City C	is introcalifornia ity Cou Council by the	tity of Redondo Beach, California, do hereby certify duced at a regular meeting of the City Council of a, held on the 18 th day of November, 2025, and uncil of the City of Redondo Beach, California, at a held on the 2 nd day of December, 2025, and Mayor and attested by the City Clerk and that saiding vote:
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
Eleanor Manzano, City Clerk		

ORDINANCE NO. 3309-25

AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 5, ARTICLE 1, SECTION 10-5.402(a) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES AND DETERMINING SUCH AMENDMENT AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City Council of the City of Redondo Beach at their duly noticed public hearing on July 5, 2022, adopted the "City of Redondo Beach's 6th Cycle (2021-2029) Housing Element", incorporating the amendments recommended by the California Department of Housing and Community Development (HCD) and submitted the revised Housing Element to HCD on July 11, 2022; and

WHEREAS, the California Department of Housing and Community Development in their "certification" letter dated September 1, 2022, found the City of Redondo Beach's adopted 6th Cycle (2021-2029) Housing Element to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code); and

WHEREAS, as noted in the California Department of Housing and Community Development's (HCD's) September 1, 2022 letter finding the City's housing element substantially complied with State Housing Element Law (Gov. Code, § 65580 et seq), all rezoning actions must be completed three years and 120 days from the statutory deadline (February 12, 2025); and

WHEREAS, on May 8, 2024, the California Department of Housing and Community Development issued a "Letter of Inquiry" requesting the status of the City of Redondo Beach's 6th Cycle Housing Element Implementation Programs related to housing sites and programs; and

WHEREAS, on June 7, 2024, city staff provided a written response to HCD's "Letter of Inquiry" that included the status and timeline for the implementation of rezoning the "Housing Sites" that provide capacity for accommodating the City's RHNA, and Programs 8 (Residential Sites Inventory and Monitoring No Net Loss), 9 (By-Right Approval for Projects with 20 Percent Affordable Units), 10 (Replacement Housing), and 15 (Monitoring the Effect of Article 27 of the City Charter [Measure DD]); and

WHEREAS, on June 20, August 1, and August 15, 2024 the Planning Commission held multiple duly-noticed public hearings to take testimony from staff, the public and other interested parties, and to deliberate on updates and revisions to the City's Zoning Ordinances (inland and coastal) and LCP required for consistency and to implement the City's Housing Element; and

WHEREAS, on September 19, 2024 the Planning Commission held a final duly noticed public hearing and completed its deliberations on updates to the City's Zoning Ordinances (inland and coastal) and LCP required for consistency with and to implement the City's Housing Element, and took testimony from staff, the public and other interested parties, and considered the associated Draft Program Environmental Impact Report and made the following recommendations:

- 1. That the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report inclusive of its referenced appendices for the "Redondo Beach Focused General Plan Update, Zoning Ordinance (Inland and Coastal) Updates and Local Program Amendments" to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs", approve appropriate findings, a statement of overriding considerations, and mitigation monitoring and reporting program; and
- 2. That the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and
- 3. That the City Council adopt amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and

WHEREAS, at their duly noticed public hearing on October 15, 2024, City Council directed staff to move forward with the Housing Element implementation related General Plan, Zoning Ordinance (including Subdivision Ordinance), and Local Coastal Program Amendments to comply with the statutory deadline of February 12, 2025 and defer other proposed nonresidential amendments for later consideration; and

WHEREAS, at their duly noticed public hearings on November 5, 2024, and November 12, 2024, City Council adopted amendments to the City's General Plan Land Use Element and the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program, and Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance, to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and

WHEREAS, on January 7, 2025, the City transmitted a letter to the State Department of Housing and Community Development regarding the City's "6th Cycle 2021-2029 Housing Element – Program Compliance Update" that detailed the actions taken by the City Council in November 2024 to implement all of the General Plan Land Use Element and Local Coastal Program amendments and all the zoning (inland and coastal) amendments required for implementing the "Housing Sites" and "Housing

Programs" within the City's 6th Cycle 2021-2029 Housing Element. The January 7, 2025, transmittal to HCD included copies of adopted City Council Ordinances 3281-24, 3282-24, and 3283-24, as well as Resolutions 2410-105 and 2410-106; and

WHEREAS, on August 27, 2025, the California Department of Housing and Community Development (HCD) issued a "Letter of Technical Assistance" requesting that the City adopt a zoning code amendment by ordinance or resolution providing a definition for "use by right" consistent with Government Code Section 65583.2, subdivision (i). The "Letter of Technical Assistance" did not cite any other issues or concerns with the City's adopted ordinances and resolutions that served to implement the "Housing Sites" and "Housing Programs" within the City's 6th Cycle 2021-2029 Housing Element; and

WHEREAS, on October 10, and November 3, 2025, the Planning Division submitted a copy of the proposed definition for "permitted by right/use by right" to HCD. To date, HCD has not commented on the proposed Ordinance; and

WHEREAS, at their duly noticed public hearing on October 16, 2025, the Planning Commission of the City of Redondo Beach considered evidence presented by the Planning Division and other interested parties, and discussed, deliberated, and considered the proposed definition for "permitted by right/use by right" and unanimously recommended that the City Council approve the California Environmental Quality Act (CEQA) Exemption and adopt the amendment to the City's Zoning Ordinance and Coastal Land Use Plan Implementing Ordinance for the proposed definition of "permitted by right."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY FIND AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

SECTION 2. FINDINGS.

1. In compliance with the California Environmental Quality Act (CEQA) of 1970, as amended, and State and local guidelines adopted pursuant thereto, the amendment to the City's Zoning Ordinance and Zoning Ordinance to the Coastal Zone is Categorically Exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment ("common-sense exemption"), of the Guidelines of the California Environmental Quality Act (CEQA), therefore, the action is not subject to CEQA.

- 2. The amendment to the "Coastal Land Use Plan Implementing Ordinance" serves to clarify the previously adopted zoning ordinances implementing "Program 9: By-Right Approval for Projects with 20 Percent Affordable Units" of the City's 6th Cycle 2021-2029 Housing Element and is therefore consistent with the General Plan.
- 3. These amendments do not require a vote of the people under Article XXVII of the City Charter.

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

SECTION 1. Pursuant to Section 10-5.2504(f)(3), (h), (i), and (j) Zoning amendments, the City Council adopts the amendments to the Coastal Land Use Plan Implementing Ordinance pertaining to the definition of "P" (permitted by right/use by right) in the "use classifications" in the City's various specified zones and procedures, however an amendment adopted pursuant to this section shall not take effect until it has been submitted to and reviewed and certified by the California Coastal Commission pursuant to Section 10-5.2238 (c) for consistency with the City's certified Land Use Plan.

SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 5, Article 1, Section 10-5.402(a) is amended by adding the definition of "Permitted by right" as follows:

"Section 10-5.402(a) Definitions.

"Permitted by right" is a use classification designated by the letter "P" in land use tables for specified zones. "Permitted by right" is equivalent to "use by right" as defined by Government Code Section 65583.2, Subdivision (i) and shall mean a development project that satisfies all of the following conditions:

- (1) The development is required to be approved administratively if it meets predefined objective standards.
- (2) The development project does not require a conditional use permit, planned unit development permit, or any other discretionary review.
- (3) The development project is not a "project" for purposes of the California Environmental Quality Act (CEQA) (Division 13 commencing with Section 21000 of the Public Resources Code) and is generally exempt from the CEQA review process.

SECTION 3. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed

this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption and the date on which the California Coastal Commission certifies the Ordinance, whichever is later.

PASSED, APPROVED, AND ADO	OPTED this 18 th day of November, 2025.
	James A. Light, Mayor
APPROVED AS TO FORM:	ATTEST:
Jov A. Ford, City Attorney	Eleanor Manzano, CMC, City Clerk

ATTEST:				
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF REDONDO BEACH)) SS	3		
I, Eleanor Manzano, City Clerk of that Ordinance No.3309-25 was City of Redondo Beach, Califo approved and adopted by the Ci regular meeting of said City C thereafter signed and approved to Ordinance was adopted by the fo	introduced ornia, held ty Council do ouncil held by the Mayo	at a regular meeting on the 18 th day of the City of Redo I on the 16 th day or and attested by	ng of the City Council of of November, 2025, ndo Beach, California, of December, 2025,	the and at a
AYES:				
NOES:				
ABSENT:				
ABSTAIN:				

Eleanor Manzano, City Clerk

RESOLUTION NO. CC-2511-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, FORWARDING TO AND REQUESTING CERTIFICATION BY THE CALIFORNIA COASTAL COMMISSION OF AMENDMENTS TO TITLE 10, CHAPTER 5 (COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE), ARTICLE 1, SECTION 10-5.402(a) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES PROCEDURES, WHICH IS INTENDED TO BE CARRIED OUT IN A MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT; AND **PROVIDING** THAT AMENDMENTS TO THE CITY'S LOCAL COASTAL PROGRAM WILL TAKE EFFECT AUTOMATICALLY UPON COASTAL COMMISSION APPROVAL PURSUANT TO PUBLIC RESOURCES CODE SECTION 30514 AND TITLE 14, SECTION 13551 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, on September 11, 2003, the California Coastal Commission certified the Local Coastal Plan ("LCP") of the City of Redondo Beach (LCP Amendment No. RDB-LCP-1-02);

WHEREAS, the City Council of the City of Redondo Beach at their duly noticed public hearing on July 5, 2022, adopted the "City of Redondo Beach's 6th Cycle (2021-2029) Housing Element", incorporating the amendments recommended by the California Department of Housing and Community Development (HCD) and submitted the revised Housing Element to HCD on July 11, 2022; and

WHEREAS, the California Department of Housing and Community Development in their "certification" letter dated September 1, 2022, found the City of Redondo Beach's adopted 6th Cycle (2021-2029) Housing Element to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code); and

WHEREAS, as noted in the California Department of Housing and Community Development's (HCD's) September 1, 2022 letter finding the City's housing element substantially complied with State Housing Element Law (Gov. Code, § 65580 et seq), all rezoning actions must be completed three years and 120 days from the statutory deadline (February 12, 2025); and

WHEREAS, on May 8, 2024, the California Department of Housing and Community Development issued a "Letter of Inquiry" requesting the status of the City of Redondo Beach's 6th Cycle Housing Element Implementation Programs related to housing sites and programs; and

WHEREAS, on June 7, 2024, city staff provided a written response to HCD's "Letter of Inquiry" that included the status and timeline for the implementation of rezoning the "Housing Sites" that provide capacity for accommodating the City's RHNA, and Programs 8 (Residential Sites Inventory and Monitoring No Net Loss), 9 (By-Right Approval for Projects with 20 Percent Affordable Units), 10 (Replacement Housing), and 15 (Monitoring the Effect of Article 27 of the City Charter [Measure DD]); and

WHEREAS, on June 20, August 1, and August 15, 2024 the Planning Commission held multiple duly-noticed public hearings to take testimony from staff, the public and other interested parties, and to deliberate on updates and revisions to the City's Zoning Ordinances (inland and coastal) and LCP required for consistency and to implement the City's Housing Element; and

WHEREAS, on September 19, 2024 the Planning Commission held a final duly noticed public hearing and completed its deliberations on updates to the City's Zoning Ordinances (inland and coastal) and LCP required for consistency with and to implement the City's Housing Element, and took testimony from staff, the public and other interested parties, and considered the associated Draft Program Environmental Impact Report and made the following recommendations:

- 1. That the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report inclusive of its referenced appendices for the "Redondo Beach Focused General Plan Update, Zoning Ordinance (Inland and Coastal) Updates and Local Program Amendments" to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs", approve appropriate findings, a statement of overriding considerations, and mitigation monitoring and reporting program; and
- 2. That the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and
- 3. That the City Council adopt amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and

WHEREAS, at their duly noticed public hearing on October 15, 2024, City Council directed staff to move forward with the Housing Element implementation related General Plan, Zoning Ordinance (including Subdivision Ordinance), and Local Coastal Program Amendments to comply with the statutory deadline of February 12, 2025 and defer other proposed nonresidential amendments for later consideration; and

WHEREAS, at their duly noticed public hearings on November 5, 2024, and November 12, 2024, City Council adopted amendments to the City's General Plan Land Use Element and the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program, and Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan

Implementing Ordinance, to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and

WHEREAS, on January 7, 2025, the City transmitted a letter to the State Department of Housing and Community Development regarding the City's "6th Cycle 2021-2029 Housing Element – Program Compliance Update" that detailed the actions taken by the City Council in November 2024 to implement all of the General Plan Land Use Element and Local Coastal Program amendments and all the zoning (inland and coastal) amendments required for implementing the "Housing Sites" and "Housing Programs" within the City's 6th Cycle 2021-2029 Housing Element. The January 7, 2025, transmittal to HCD included copies of adopted City Council Ordinances 3281-24, 3282-24, and 3283-24, as well as Resolutions 2410-105 and 2410-106; and

WHEREAS, on August 27, 2025, the California Department of Housing and Community Development (HCD) issued a "Letter of Technical Assistance" requesting that the City adopt a zoning code amendment by ordinance or resolution providing a definition for "use by right" consistent with Government Code Section 65583.2, subdivision (i). The "Letter of Technical Assistance" did not cite any other issues or concerns with the City's adopted ordinances and resolutions that served to implement the "Housing Sites" and "Housing Programs" within the City's 6th Cycle 2021-2029 Housing Element; and

WHEREAS, on October 10, and November 3, 2025, the Planning Division submitted a copy of the proposed definition for "permitted by right/use by right" to HCD. To date, HCD has not commented on the proposed Ordinance; and

WHEREAS, at their duly noticed public hearing on October 16, 2025, the Planning Commission of the City of Redondo Beach considered evidence presented by the Planning Division and other interested parties, and discussed, deliberated, and considered the proposed definition for "permitted by right/use by right" and unanimously recommended that the City Council approve the California Environmental Quality Act (CEQA) Exemption and adopt the amendment to the City's Coastal Land Use Plan Implementing Ordinance for the proposed definition of "permitted by right/use by right"; and

WHEREAS, the amendment to the Coastal Land Use Plan Implementing Ordinance of the City of Redondo Beach (Zoning Ordinance for the Coastal Zone) is consistent with the Coastal Land Use Plan and the Comprehensive General Plan of the City;

WHEREAS, the amendment to the Coastal Land Use Plan Implementing Ordinance is consistent with Chapter 3 of the Coastal Act and the Comprehensive General Plan of the City;

WHEREAS, the City Council finds the amendment is exempt from the California Environmental Quality Act (CEQA) as provided in CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3);

WHEREAS, the amendment does not require a vote of the people under Article XXVII of the City Charter;

WHEREAS, Public Resources Code Section 30514 provides, in relevant part, that, "Any proposed amendments to a certified local coastal program shall be submitted to, and processed by, the commission in accordance with the applicable procedures and time limits specified in Sections 30512 and 30513"; and

WHEREAS, California Code of Regulations, Title 14, Section 13551, requires the City to adopt a resolution to submit an amendment to the LCP to the Coastal Commission for review and approval.

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

SECTION 1. The City Council hereby finds that the above recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. The City Council hereby submits the adopted modifications to the Coastal Land Use Plan Implementing Ordinance of the City of Redondo Beach (Zoning Ordinance for the Coastal Zone) to the Coastal Commission for certification pursuant to Public Resources Code Section 30514 and California Code of Regulations, Title 14, Section 13551(b) as an amendment which will take effect automatically upon Commission approval.

SECTION 3. The City Council herby concurs that the Local Coastal Plan will be carried out in a manner fully in conformity with the Coastal Act;

SECTION 4. Pursuant to Public Resources Code Section 30510, the City Council: (1) hereby accepts that if the amendments to the LCP are certified by the Coastal Commission, the City Council intends to carry out the LCP in a manner fully in conformity with Division 5.5 of the Public Resources Code; and (2) hereby directs City Staff to provide the Coastal Commission with materials sufficient for a thorough and complete review, to the extent feasible and appropriate.

SECTION 5. The City Clerk shall certify the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED, AND ADOPTE	ED this 18 th day of November, 2025.
	James A. Light, Mayor
APPROVAL AS TO FORM:	ATTEST:
Joy A. Ford, City Attorney	Eleanor Manzano, CMC, City Clerk

ATTEST:
STATE OF CALIFORNIA) COUNTY OF LOS ANGELES) SS CITY OF REDONDO BEACH)
, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify hat the foregoing Resolution No. CC-2511-090 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council neld on the 18 th day of November, 2025, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:
AYES:
NOES:
ABSENT:
Eleanor Manzano, CMC City Clerk



CITY OF REDONDO BEACH

EXEMPTION DECLARATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

DATE: October 16, 2025

PROJECT LOCATION: Citywide.

PROPOSED PROJECT: A public hearing to consider Ordinances amending

Title 10, Chapter 2 Zoning and Land Use, Article 1 General Provisions, Section 10-2.402 Definitions and Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance, Article 1 General Provisions, Section 10-5.402 Definitions of the Redondo Beach Municipal Code pertaining to the definition of uses identified as "permitted by right" in the City's specified

zones.

In accordance with Chapter 3, Title 10, Section 10-3.301(a) of the Redondo Beach Municipal Code, the above-referenced project is Exempt from the preparation of environmental review documents pursuant to:

Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (common sense exemption), of the Guidelines of the California Environmental Quality Act (CEQA).

The proposed amendment to the Redondo Beach Municipal Code (RBMC) will not have an environmental affect upon properties located within an area designated as an environmental resource of hazardous or critical concern, or within the California Coastal Zone, or within an officially designated state scenic highway, or within a hazardous waste site included on any list compiled pursuant to Section 65962.5 of the Government Code.

<u>Sean Scully</u>

Sean Scully Planning Manager

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF HOUSING POLICY DEVELOPMENT

651 Bannon Street, Suite 400 Sacramento, CA 95811 (916) 263-2911 / FAX (916) 263-7453 www.hcd.ca.gov



August 27, 2025

Mike Witzansky, City Manager City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277

RE: City of Redondo Beach Rezone Implementation – Letter of Technical Assistance

Dear Mike Witzansky:

The purpose of this letter is to provide technical assistance regarding the implementation of Program 9 (By-Right Approval for Projects with 20 Percent Affordable Units) to rezone sites to accommodate the regional housing needs allocation (RHNA) and to allow by-right processing of sites identified in previous housing elements pursuant to Government Code section 65583.2, subdivision (c).

On May 8, 2024, the California Department of Housing and Community Development (HCD) sent a Letter of Inquiry to the City of Redondo Beach (City) regarding the completion of Program 9. HCD received a written response from the City on June 7, 2024, stating that the City did intend to adopt the required program prior to February 12, 2025, three years and 120 days after the statutory deadline. Following this, City staff provided an update on January 7, 2025, including copies of adopted ordinances 3281-24, 3282-24, and 3283-24, as well as Resolutions 2410-105 and 2410-106. HCD performed a preliminary review of the documentation provided and requested a meeting, which took place on May 12, 2025. Among HCD's concerns that were addressed during that meeting, was the absence of a definition for "use by right" consistent with Government Code section 65583.2, subdivision (i). HCD took the discussion notes and findings from this meeting under consideration and determined that while the adopted ordinances and resolutions meet many requirements of state law, the City must demonstrate those rezonings meet all requirements in Government Code section 65583.2, subdivisions (c), (h) and (i).

Specifically, the land-use tables and definitions provided within the municipal code use a "P" symbol to designate a "permitted use" and while the amended zoning code does state that certain uses, such as supportive housing and low barrier navigation centers as "permitted by right," these terms are not specifically defined. The City must adopt a zoning code amendment by ordinance or resolution providing that sites are zoned to permit owner-occupied and rental multifamily residential use by right for developments

in which at least 20 percent of the units are affordable to lower income households during the planning period. In addition, the resolution should also clarify that "by-right" means local government review must not require a conditional use permit, planned unit development permit, or other discretionary review or approval that that would constitute a "project" for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code.

HCD requests that the City revise its zoning code by ordinance, resolution or provide written documentation clearly demonstrating the rezones meet these statutory requirements. If needed, a copy of the revised ordinance or resolution should be transmitted to HCD. HCD will review the documentation and issue correspondence before taking any action authorized by Government Code section 65585, subdivisions (i) and (j). Such action may include issuance of written findings (Corrective Action Letter) and revoking HCD's finding that the City's housing element is in substantial compliance with Housing Element Law and/or referral to the California Office of the Attorney General.

HCD provides the City until September 26, 2025 to provide a written response to these findings. If you have questions or need additional information, please contact Tyler Galli at Tyler.Galli@hcd.ca.gov.

Sincerely,

Melinda Coy

Housing Accountability Unit Chief

Meh 5

RESOLUTION NO. 2025-10-PCR-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT THE CEQA EXEMPTION DECLARATION, AND AMEND TITLE 10, CHAPTER 2 ZONING AND LAND USE, ARTICLE 1 GENERAL PROVISIONS, SECTION 10-2.402 DEFINITIONS AND TITLE 10, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE, ARTICLE 1 GENERAL PROVISIONS, SECTION 10-5.402 DEFINITIONS OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT/USE BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES.

WHEREAS, the City Council of the City of Redondo Beach at their duly noticed public hearing on July 5, 2022, adopted the "City of Redondo Beach's 6th Cycle (2021-2029) Housing Element", incorporating the amendments recommended by the California Department of Housing and Community Development (HCD) and submitted the revised Housing Element to HCD on July 11, 2022; and

WHEREAS, the California Department of Housing and Community Development in their "certification" letter dated September 1, 2022, found the City of Redondo Beach's adopted 6th Cycle (2021-2029) Housing Element to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code); and

WHEREAS, as noted in the California Department of Housing and Community Development's (HCD's) September 1, 2022 letter finding the City's housing element substantially complied with State Housing Element Law (Gov. Code, § 65580 et seq), all rezoning actions must be completed three years and 120 days from the statutory deadline (February 12, 2025); and

WHEREAS, on May 8, 2024, the California Department of Housing and Community Development issued a "Letter of Inquiry" requesting the status of the City of Redondo Beach's 6th Cycle Housing Element Implementation Programs related to housing sites and programs; and

WHEREAS, on June 7, 2024, city staff provided a written response to HCD's "Letter of Inquiry" that included the status and timeline for the implementation of rezoning the "Housing Sites" that provide capacity for accommodating the City's RHNA, and Programs 8 (Residential Sites Inventory and Monitoring No Net Loss), 9 (By-Right Approval for Projects with 20 Percent Affordable Units), 10 (Replacement Housing), and 15 (Monitoring the Effect of Article 27 of the City Charter [Measure DD]); and

WHEREAS, on June 20, August 1, and August 15, 2024 the Planning Commission held multiple duly-noticed public hearings to take testimony from staff, the public and

RESOLUTION NO. 2025-10-PCR-10 DEFINITION OF "PERMITTED BY RIGHT" Page 1 of 6 other interested parties, and to deliberate on updates and revisions to the City's Zoning Ordinances and LCP required for consistency and to implement the City's Housing Element; and

WHEREAS, on September 19, 2024 the Planning Commission held a final duly noticed public hearing and completed its deliberations on updates to the City's Zoning Ordinances and LCP required for consistency with and to implement the City's Housing Element, and took testimony from staff, the public and other interested parties, and considered the associated Draft Program Environmental Impact Report and made the following recommendations:

- 1. That the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report inclusive of its referenced appendices for the "Redondo Beach Focused General Plan Update, Zoning Ordinance Updates and Local Program Amendments" to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs", approve appropriate findings, a statement of overriding considerations, and mitigation monitoring and reporting program; and
- 2. That the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and
- That the City Council adopt amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and

WHEREAS, at their duly noticed public hearing on October 15, 2024, City Council directed staff to move forward with the Housing Element implementation related General Plan, Zoning Ordinance (including Subdivision Ordinance), and Local Coastal Program Amendments to comply with the statutory deadline of February 12, 2025 and defer other proposed nonresidential amendments for later consideration; and

WHEREAS, at their duly noticed public hearings on November 5, 2024, and November 12, 2024, City Council adopted amendments to the City's General Plan Land Use Element and the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program, and Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance, to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing "Housing Sites" and "Housing Programs"; and

RESOLUTION NO. 2025-10-PCR-10 DEFINITION OF "PERMITTED BY RIGHT" Page 2 of 6 WHEREAS, on January 7, 2025, the City transmitted a letter to the State Department of Housing and Community Development regarding the City's "6th Cycle 2021-2029 Housing Element – Program Compliance Update" that detailed the actions taken by the City Council in November 2024 to implement all of the General Plan Land Use Element and Local Coastal Program amendments and all the zoning amendments required for implementing the "Housing Sites" and "Housing Programs" within the City's 6th Cycle 2021-2029 Housing Element. The January 7, 2025, transmittal to HCD included copies of adopted City Council Ordinances 3281-24, 3282-24, and 3283-24, as well as Resolutions 2410-105 and 2410-106; and

Whereas, on August 27, 2025, the California Department of Housing and Community Development issued a "Letter of Technical Assistance" requesting that the City adopt a zoning code amendment by ordinance or resolution providing a definition for "use by right" consistent with Government Code Section 65583.2, subdivision (i). The "Letter of Technical Assistance" did not cite any other issues or concerns with the City's adopted ordinances and resolutions that served to implement the "Housing Sites" and "Housing Programs" within the City's 6th Cycle 2021-2029 Housing Element.

WHEREAS, notice of the time and place of the public hearing where the Exemption Declaration and Zoning Ordinance amendments would be considered was given pursuant to State law and local ordinances by publication in the <u>Easy Reader</u>; and

WHEREAS, the project is exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (common sense exemption), of the Guidelines of the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission of the City of Redondo Beach has considered evidence presented by the Planning Division, and other interested parties at the public hearing held on the 16th day of October, 2025, with respect thereto.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY FIND AS FOLLOWS:

SECTION 1. FINDINGS

1. In compliance with the California Environmental Quality Act (CEQA) of 1970, as amended, and State and local guidelines adopted pursuant thereto, the zoning ordinance amendments are Categorically Exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant

RESOLUTION NO. 2025-10-PCR-10 DEFINITION OF "PERMITTED BY RIGHT" Page 3 of 6

- effect on the environment ("common-sense exemption"), of the Guidelines of the California Environmental Quality Act (CEQA).
- 2. The amendment to the "Zoning Ordinance" and "Zoning Ordinance for the Coastal Zone" serves to clarify the previously adopted zoning ordinance implementing "Program 9: By-Right Approval for Projects with 20 Percent Affordable Units" of the City's 6th Cycle 2021-2029 Housing Element and is therefore consistent with the General Plan.
- 3. These amendments do not require a vote of the people under Article XXVII of the City Charter.

SECTION 2. RECITALS. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to Section 10-5.2504 Zoning amendments, the Planning Commission recommends that the City Council adopt the amendments to the Redondo Beach Municipal Code pertaining to the definition of "P" (permitted by right/use by right) in the "use classifications" in the City's various specified zones.

SECTION 2. AMENDMENT OF CODE. Amendment (adding) to Title 10, Chapter 2 Zoning and Land Use, Article 1 General Provisions, Section 10-2.402 Definitions as follows:

Section 10-2.402 Definitions.

(135.5) "P" designates use classifications as "permitted by right" in the specified zone. "Permitted by right" is equivalent to "use by right" as defined by Government Code Section 65583.2, Subdivision (i) and shall mean a development project that satisfies all of the following conditions:

- (1) The development is required to be approved ministerially if it meets pre-defined objective standards.
- (2) The development project does not require a conditional use permit, planned unit development permit, or any other discretionary review.
- (3) The development project is not a "project" for purposes of the California Environmental Quality Act (CEQA) (Division 13 commencing with Section 21000 of the Public Resources Code) and is generally exempt from the CEQA review process.

SECTION 3. AMENDMENT OF CODE. Amendment (adding) to Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance, Article 1 General Provisions, Section 10-5.402 Definitions as follows:

Section 10-5.402 Definitions.

"P" designates use classifications as "permitted by right" in the specified zone. "Permitted by right" is equivalent to "use by right" as defined by Government Code Section 65583.2, Subdivision (i) and shall mean a development project that satisfies all of the following conditions:

- (1) The development is required to be approved ministerially if it meets pre-defined objective standards.
- (2) The development project does not require a conditional use permit, planned unit development permit, or any other discretionary review.
- (3) The development project is not a "project" for purposes of the California Environmental Quality Act (CEQA) (Division 13 commencing with Section 21000 of the Public Resources Code) and is generally exempt from the CEQA review process.

SECTION 4. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 5. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The Planning Commission recommends that the City Council shall declare that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

FINALLY RESOLVED, that the Planning Commission forward a copy of this resolution to the City Council so the Council will be informed of the action of the Planning Commission.

PASSED, APPROVED AND ADOPTED this 16th day of October, 2025.

	Wayne Craig, Chair Planning Commission City of Redondo Beach
ATTEST:	
STATE OF CALIFORNIA) COUNTY OF LOS ANGELES) SS CITY OF REDONDO BEACH)	
I, Sean Scully of the City of Redondo Bear foregoing Resolution No. 2025-10-PCR-10 was the Planning Commission of the City of Redor of said Planning Commission held on the 16 th of	as duly passed, approved and adopted by ado Beach, California, at a regular meeting
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Sean Scully Planning Manager	
	APPROVED AS TO FORM:
	City Attorney's Office

RESOLUTION NO. 2025-10-PCR-10 DEFINITION OF "PERMITTED BY RIGHT" Page **6** of **6** J.1., File # PC25- Meeting



Administrative Report

J.1., File # PC25- Meeting Date: 10/16/2025

TO: PLANNING COMMISSION

FROM: Sean Scully, Planning Manager

<u>TITLE</u>

A public hearing to consider Ordinances amending Title 10, Chapter 2 Zoning and Land Use, Article 1 General Provisions, Section 10-2.402 Definitions and Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance, Article 1 General Provisions, Section 10-5.402 Definitions of the Redondo Beach Municipal Code pertaining to the definition of "P" (permitted by right/use by right) in the City's various specified zones and procedures.

RECOMMENDATION

- 1. Open the public hearing and take testimony, receive and file all documents and correspondence on the proposed project;
- 2. Accept all testimony from staff, the public, and deliberate;
- 3. Close the public hearing;
- 4. Adopt the attached Resolution by title only, waiving further reading, recommending that the City Council adopt the CEQA Exemption Declaration, and amend Title 10, Chapter 2 Zoning and Land Use, Article 1 General Provisions, Section 10-2.402 Definitions and Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance, Article 1 General Provisions, Section 10-5.402 Definitions of the Redondo Beach Municipal Code pertaining to the definition of "P" (permitted by right/use by right) in the City's various specified zones and procedures:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT THE CEQA EXEMPTION DECLARATION, AND AMEND TITLE 10, CHAPTER 2 ZONING AND LAND USE, ARTICLE 1 GENERAL PROVISIONS, SECTION 10-2.402 DEFINITIONS AND TITLE 10, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE, ARTICLE 1 GENERAL PROVISIONS, SECTION 10-5.402 DEFINITIONS OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT/USE BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES.

EXECUTIVE SUMMARY

The California Department of Housing and Community Development has recently requested that the City adopt a zoning ordinance amendment providing a definition for "permitted by right/use by right" consistent with Government Code Section 65583.2, subdivision (i) in order to clarify the City's

J.1., File # PC25- Meeting

implementation of "Program 9: By-Right Approval for Projects with 20 Percent Affordable Units" of the City's 6th Cycle 2021-2029 Housing Element. To be clear the City has already adopted an ordinance implementing Program 9 (Ordinance No. CC-3282-24 and CC-3283-24 on November 12, 2024) and this proposed zoning ordinance amendment serves to simply define and make consistent with current State Housing Law the term "By-Right".

BACKGROUND

On July 5, 2022, the City Council adopted the "City of Redondo Beach's 6th Cycle (2021-2029) Housing Element", incorporating all amendments recommended by the California Department of Housing and Community Development (HCD) and submitted the revised Housing Element to HCD on July 11, 2022.

In their letter dated September 1, 2022, HCD found the City of Redondo Beach's adopted 6th Cycle (2021-2029) Housing Element to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code). The September 1, 2022, "certification" letter from HCD also noted that all rezoning actions and "program" implementation prescribed in the City's Housing Element must be completed three years and 120 days from the statutory deadline (February 12, 2025).

On June 20, August 1, August 15, and September 19, 2024, the Planning Commission held duly-noticed public hearings to take testimony from staff, the public and other interested parties, and to deliberate on updates and revisions to the City's Zoning Ordinances and LCP required to implement the City's Housing Element. At their meeting on September 19, 2024, the Planning Commission recommended that the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report for the "Redondo Beach Focused General Plan Update, Zoning Ordinance Updates and Local Program Amendments" in order to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of all the zoning amendments necessary for implementing the "Housing Sites" and "Housing Programs".

At their public hearings on November 5, 2024, and November 12, 2024, the City Council adopted amendments to the City's General Plan Land Use Element and the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program, and Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance, that serve to implement the City's 6th Cycle 2021-2029 Housing Element inclusive of all required zoning amendments for implementing the identified "Housing Sites" and "Housing Programs".

On January 7, 2025, the City transmitted a letter to the State Department of Housing and Community Development that detailed the actions taken by the City Council in November 2024 to implement all of the General Plan Land Use Element and Local Coastal Program amendments and all the zoning amendments required for implementing the "Housing Sites" and "Housing Programs" within the City's 6th Cycle 2021-2029 Housing Element. The January 7, 2025, transmittal to HCD included copies of all the adopted City Council Ordinances 3281-24, 3282-24, and 3283-24, as well as Resolutions 2410-105 and 2410-106 that implemented the Housing Element.

On August 27, 2025, HCD issued a "Letter of Technical Assistance" requesting that the City adopt a zoning code amendment by ordinance or resolution providing a definition for "use by right" consistent with Government Code Section 65583.2, subdivision (i). The "Letter of Technical Assistance" did not cite any other issues or concerns with the City's adopted ordinances and resolutions that served to implement the "Housing Sites" and "Housing Programs" within the City's 6th Cycle 2021-2029 Housing

Below is the proposed definition for "permitted by right/use by right" that would be added to Section 10-2.402 Definitions of the Zoning Ordinance and Section 10-5.402 Definitions of the Zoning Ordinance for the Coastal Zone" as requested by HCD. HCD has been provided with a copy of this definition and the city is awaiting their response/comment(s). The draft definition references and incorporates the language within Government Code Section 65583.2, Subdivision (i) pursuant to HCD's direction.

"Section 10-2.402 Definitions.

(135.5) "P" designates use classifications as "permitted by right" in the specified zone. "Permitted by right" is equivalent to "use by right" as defined by Government Code Section 65583.2, Subdivision (i) and shall mean a development project that satisfies all of the following conditions:

- (1) The development is required to be approved ministerially if it meets predefined objective standards.
- (2) The development project does not require a conditional use permit, planned unit development permit, or any other discretionary review.
- (3) The development project is not a "project" for purposes of the California Environmental Quality Act (CEQA) (Division 13 commencing with Section 21000 of the Public Resources Code) and is generally exempt from the CEQA review process."

ENVIRONMENTAL STATUS

Staff has determined that the proposed zoning ordinance amendments are Categorically Exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment ("common-sense exemption"), of the Guidelines of the California Environmental Quality Act (CEQA).

CONCLUSION

The Planning Division recommends that the Planning Commission recommend that the City Council adopt an CEQA Exemption Declaration and amend Title 10, Chapter 2 Zoning and Land Use, Article 1 General Provisions, Section 10-2.402 Definitions and Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance, Article 1 General Provisions, Section 10-5.402 Definitions of the Redondo Beach Municipal Code pertaining to the definition of "P" (permitted by right/use by right) in the City's various specified zones and procedures.

ATTACHMENTS

- 1. RESOLUTION NO. 2025-10-PCR-10
- 2. CEQA Exemption Declaration Permitted By Right Definition
- 3. HCD Certification Letter 09.01.2022
- 4. RB HE Program Implementation Letter 01.07.2025
- 5. HCD Technical Assistance Letter 08.27.2025



CITY OF REDONDO BEACH PLANNING COMMISSION MINUTES Thursday, October 16, 2025

REGULAR MEETING OF THE PLANNING COMMISSION – 6:30 PM

A. CALL TO ORDER

A regular meeting of the Planning Commission, held in the Redondo Beach Council Chambers at 415 Diamond Street, Redondo Beach, California was called to order by Chair Craig.

B. ROLL CALL

Commissioners Present: Boswell, Conroy, Gaddis, Hazeltine, Light, Young, Chair Craig

Officials Present: Sean Scully, Planning Manager

Steven Giang, Senior Planner Jamaal Brown, Planning Analyst

C. SALUTE TO THE FLAG

Commissioner Young led in the Salute to the Flag.

D. APPROVE ORDER OF AGENDA

Motion by Commissioner Gaddis, seconded by Commissioner Hazeltine, and approved by voice vote, the order of the agenda, as presented.

The motion carried 7-0.

E. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

E.1. RECEIVE AND FILE BLUE FOLDER ITEMS

There were no Blue Folder Items.

F. CONSENT CALENDAR

F.1. APPROVE THE AFFIDAVIT OF POSTING FOR THE PLANNING COMMISSION MEETING OF OCTOBER 16, 2025

F.2. APPROVE MINUTES FOR THE PLANNING COMMISSION REGULAR MEETING OF MARCH 20, APRIL 17, 2025, AND PLANNING COMMISSION SPECIAL MEETING OF JUNE 02, 2025

There were no public comments on the Consent Calendar.

Chair Craig noted his recusal on the minutes of April 17, 2025 as he did not attend that meeting.

Motion by Commissioner Gaddis, seconded by Commissioner Hazeltine, and approved by voice vote, the Consent Calendar, as presented.

The motion carried 7-0. Chair Craig recused himself on the minutes of April 17, 2025.

G. EXCLUDED CONSENT CALENDAR ITEMS - None

H. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

H.1. RECEIVE AND FILE PUBLIC WRITTEN COMMENTS ON NON-AGENDA ITEMS

Chair Craig invited public comments.

Jim Mueller spoke about cannabis retail in Redondo Beach, and the money and time spent on the subject; noted people in north Redondo want a Saturday-morning Farmers Market for regular community gatherings; mentioned that major bar owners are considering opening on Artesia, once the FAR is increased, which is not great for families and existing restaurants on Artesia and urged the Commission to ask Council to consider the establishment of a Saturday-morning Farmers Market on Artesia.

Brief discussion followed regarding the possible reallocation of funds from the gun range, into the General Fund to fund a Farmers Market on Artesia.

There were no other public comments.

I. EX PARTE COMMUNICATION

Commissioner Gaddis reported speaking with Councilmember Behrendt regarding Item No. J.2.

Commissioner Hazeltine reported speaking with Chair Craig regarding Item No. J.2.

Chair Craig reported speaking with Commissioner Hazeltine, Councilmember Behrendt and Mayor Light regarding Item No. J.2.

J. PUBLIC HEARINGS

J.1. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION ON AN EXEMPTION DECLARATION, CONDITIONAL USE PERMIT, PLANNING COMMISSION DESIGN REVIEW, AND VARIANCE FOR THE ADDITION OF A NEW CONCRETE CAST-IN-PLACE MAUSOLEUM TO AN EXISTING MAUSOLEUM ON PROPERTY (PACIFIC CREST CEMETERY) LOCATED IN A RESIDENTIAL (R-1) ZONE. (CASE NO. 20250095)

RECOMMENDATION:

- 1. Open public hearing, receive and file all documents and correspondence on the proposed project;
- 2. Accept all testimony from staff, applicant, and the public and deliberate;
- 3. Close public hearing;
- 4. Adopt a Resolution by title only approving an Exemption Declaration, Conditional Use Permit, Planning Commission Design Review, and Variance for the addition of a new concrete cast-in-place mausoleum to an existing mausoleum on property (Pacific Crest Cemetery) located in a Residential (R-1) zone.

Motion by Commissioner Gaddis, seconded by Commissioner Hazeltine, and approved by voice vote, to open the public hearing.

The motion carried 7-0.

Commissioners Boswell and Young recused themselves from the meeting, due to their residences being within 500 feet of the project and left the dias.

Senior Planner Giang narrated a PowerPoint presentation with details of the proposed plan.

Discussion followed regarding a survey about existing pipelines, whether a study was done regarding impacts by funeral related traffic and visitation, matching existing construction materials, noticing, setbacks and review of the construction management plan by Public Works.

Chair Craig invited public comments.

Julie Young expressed concerns regarding existing pipelines and the uncertainty of what could become of the ROW in the coming years.

Doug Boswell, District 3, stated he has observed no problem with funerals or visitations.

There were no other public comments on this item.

Motion by Commissioner Gaddis, seconded by Commissioner Hazeltine, and approved by voice vote, to close the public hearing.

The motion carried 5-0, with Commissioners Boswell and Young, recused.

Motion by Commissioner Hazeltine, seconded by Commissioner Gaddis, to receive and file all documents and correspondence on the proposed project and adopt Resolution No. 2025-10-PC-11 by title only approving an Exemption Declaration, Conditional Use Permit, Planning Commission Design Review, and Variance for the addition of a new concrete cast-in-place mausoleum to an existing mausoleum on property (Pacific Crest Cemetery) located in a Residential (R-1) zone.

The motion carried 5-0, by rollcall vote, with Commissioners Boswell and Young, recused.

AYES: Conroy, Gaddis, Hazeltine, Light, Chair Craig

NOES: None ABSTAIN: None

ABSENT (Recused): Boswell, Young

Commissioners Boswell and Young rejoined the meeting.

J.2. A public hearing to consider Ordinances amending Title 10, Chapter 2 Zoning and Land Use, Article 1 General Provisions, Section 10-2.402 Definitions and Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance, Article 1 General Provisions, Section 10-5.402 Definitions of the Redondo Beach Municipal Code pertaining to the definition of "P" (permitted by right/use by right) in the City's various specified zones and procedures.

RECOMMENDATION:

- 1. Open the public hearing and take testimony, receive and file all documents and correspondence on the proposed project;
- 2. Accept all testimony from staff, the public, and deliberate;
- 3. Close the public hearing;
- 4. Adopt the attached Resolution by title only, waiving further reading, recommending that the City Council adopt the CEQA Exemption Declaration, and amend Title 10, Chapter 2 Zoning and Land Use, Article 1 General Provisions, Section 10-2.402 Definitions and Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance, Article 1 General Provisions, Section 10-5.402 Definitions of the Redondo Beach Municipal Code pertaining to the definition of "P" (permitted by right/use by right) in the City's various specified zones and procedures:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT THE CEQA EXEMPTION DECLARATION, AND AMEND TITLE 10, CHAPTER 2 ZONING AND LAND USE, ARTICLE 1 GENERAL PROVISIONS, SECTION 10-2.402 DEFINITIONS AND TITLE 10, CHAPTER 5

COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE, ARTICLE 1 GENERAL PROVISIONS, SECTION 10-5.402 DEFINITIONS OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE DEFINITION OF "P" (PERMITTED BY RIGHT/USE BY RIGHT) IN THE CITY'S VARIOUS SPECIFIED ZONES AND PROCEDURES

Motion by Commissioner Gaddis, seconded by Commissioner Hazeltine, and approved by voice vote, to open the public hearing.

The motion carried 7-0.

Planning Manager Scully reported this is indirectly related to the Housing Element and mentioned a recent court ruling related to it; indicated the court did not make a specific ruling and that the City considers the Housing Element, certified and advised the Commission not to raise that issue or the recent ruling as the City is still evaluating next steps.

Planning Manager Scully narrated PowerPoint slides regarding Housing Element background and implementation; offered a new definition for "Permitted by Right/Use by Right" and reported this formalizes what the City already does and what the State has requested the City do.

Discussion followed regarding Designation P, administrative review provisions, clarifying the existing permitted-by-right process, CEQA exemptions, compliance with the Local Coastal Program, Coastal Commission review once it is amended and adopted by Council, and Hermosa and Manhattan Beach definitions for Designation P.

There were no public comments on this item.

Motion by Commissioner Conroy, seconded by Commissioner Gaddis, and approved by voice vote, to close the public hearing.

The motion carried 7-0.

Motion by Commissioner Gaddis, seconded by Commissioner Conroy, to receive and file all documents and correspondence on the proposed project and adopt the attached Resolution by title only, waiving further reading, recommending that the City Council adopt the CEQA Exemption Declaration, and amend Title 10, Chapter 2 Zoning and Land Use, Article 1 General Provisions, Section 10-2.402 Definitions and Title 10, Chapter 5 Coastal Land Use Plan Implementing Ordinance, Article 1 General Provisions, Section 10-5.402 Definitions of the Redondo Beach Municipal Code pertaining to the definition of "P" (permitted by right/use by right) in the City's various specified zones and procedures.

The motion carried 7-0, by the following roll call vote:

AYES: Boswell, Conroy, Gaddis, Hazeltine, Light, Young, Chair Craig

NOES: None ABSTAIN: None ABSENT: None

Motion by Commissioner Hazeltine, seconded by Commissioner Young, and approved by voice vote, to re-open the public hearing.

The motion carried 7-0.

Chair Craig invited public comments.

Jim Mueller spoke about housing becoming a legal issue and talked about educating the public about the topic and the need for objective standards.

Discussion followed regarding upcoming education efforts by the City.

There were no other public comments on this item.

Motion by Commissioner Hazeltine, seconded by Chair Craig, and approved by voice vote, to close the public hearing.

The motion carried 7-0.

Chair Craig moved to Item No. K.

K. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

L. ITEMS FOR DISCUSSION PRIOR TO ACTION - None

L.1. ELECTION OF OFFICERS- CHAIR AND VICE CHAIR

Motion by Commissioner Gaddis, seconded by Commissioner Hazeltine, for Chair Craig to remain Chair of the Commission for the next full term.

The motion carried 7-0, by the following roll call vote:

AYES: Boswell, Conroy, Gaddis, Hazeltine, Light, Young, Chair Craig

NOES: None ABSTAIN: None ABSENT: None

Motion by Chair Craig, seconded by Commissioner Gaddis, to nominate Commissioner Conroy as the Commission's Vice Chair.

The motion carried 7-0, by the following roll call vote:

AYES: Boswell, Conroy, Gaddis, Hazeltine, Light, Young, Chair Craig

NOES: None ABSTAIN: None ABSENT: None

M. ITEMS FROM STAFF

Planning Manager Scully listed upcoming items to be considered by City Council and the status of various projects.

N. COMMISSION MEMBER ITEMS AND FUTURE COMMISSION AGENDA TOPICS

Commissioner Conroy asked for the PowerPoint presentations to be included in Blue Folder Items in the future.

In reply to Commissioner Boswell's inquiry regarding letting Council know about the interest in a north Redondo Farmers Market, Planning Manager Scully suggested the Commission draft a memo to City Council, with the request, but first, with consensus of the Commission, place the topic on an upcoming agenda.

Discussion followed regarding forming a subcommittee to prepare the letter, having Commissioners speak with their corresponding Councilmembers and other options of communicating the request to Council.

Motion by Commissioner Light, seconded by Commissioner Boswell, to place the topic of writing a memo to Council, asking them to consider implementation of a Farmer's Market in north Redondo Beach, and placing it on the Commission's agenda for discussion at the next Commission meeting.

Discussion followed regarding forming a subcommittee now, comprised of Commissioner Boswell, to generate a memo and return to the Commission at its next meeting for consideration and action.

Substitute motion by Commissioner Conroy, seconded by Commissioner Young, to appoint Commissioner Conroy and Boswell to write a memo to City Council, on the Commission's behalf, asking them to consider implementation of a Farmer's Market in north Redondo Beach, and placing it on the Commission's agenda for discussion at the next Commission meeting.

The motion carried 7-0.

O. ADJOURNMENT – 7:40 p.m.

Motion by Commissioner Conroy, seconded by Commissioner Hazeltine, and approved by voice vote, to adjourn the meeting at 7:40 p.m.

The motion carried 7-0.

The next meeting of the Redondo Beach Planning Commission will be a regular meeting to be held at 6:30 p.m. on November 20, 2025, in the Redondo Beach Council Chambers, at 415 Diamond Street, Redondo Beach, California.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted,

Sean Scully
Planning Manager
Planning Division,
Community Development Department



Administrative Report

N.1., File # 25-1548 Meeting Date: 11/18/2025

To: MAYOR AND CITY COUNCIL

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE CITY'S TRANSIENT OCCUPANCY TAX AND THE PROCESS TO CONSIDER INCREASING THE TAX RATE

EXECUTIVE SUMMARY

The City Council has directed staff to prepare an item to discuss adjusting the City's Transient Occupancy Tax (TOT) rate. This report provides information to assist with Council's consideration, including rates in other comparable cities, exemptions, potential impacts to hotels, and the steps to place a tax increase before voters. The City's current TOT rate is 12%. In order to increase the rate a ballot measure would need to be prepared for consideration by the voters as part of either the June 2026 or November 2026 statewide elections. If an increase were to be approved by voters, the new TOT rate would be effective on the date determined by City Council, following the certification of election results. Staff estimates that each 1% increase in the City's TOT rate would increase annual General Fund revenue by approximately \$750K.

Staff recommends the City Council:

- 1) Receive and file information regarding the City's current TOT rate and those of surrounding and comparable cites, possible TOT increment exemptions and carve-outs, and the potential impact an increase would have on hotels; and
- 2) Provide direction to staff on next steps and the research of additional information and/or the preparation of ballot measure materials needed for voter consideration of a TOT rate increase.

BACKGROUND

As part of the ongoing strategic planning process, Council requested staff review options to increase the City's revenue, including evaluation of a TOT increase. Staff has since researched TOT rates in comparable cities as well as the process required to increase the TOT rate through Budget Response Reports provided in both in FY 2025-26 and FY 2024-25. As part of the FY 2025-26 budget adoption process, the City Council directed staff to prepare an item to discuss adjusting the City's TOT rate.

TOT is charged to hotel guests in the City of Redondo Beach for stays of 30 or fewer consecutive nights. It is an important General Fund revenue source and one of the City's major tax sources, contributing between \$6 million and \$9 million, on a net basis, annually over the past five years.

In addition to TOT, visitors to Redondo Beach pay a 1% assessment that funds the Redondo Beach Tourism Marketing District (RBTMD). The City collects this fee on behalf of the RBTMD and remits it

to the organization.

The City last updated its TOT rate in 2005 when voters approved Measure G to increase the rate from 10% to 12%. The measure passed with 54.7% voting in favor, with a majority vote required to pass.

TOT Rates in Other Cities

The City's 12% rate is among the lowest in the region, and is less than the TOT rates assessed in other coastal cities. The table below shows TOT rates for neighboring cities, including the date of the most recent increase. It also includes tourism assessment district charges. Including these rates, Redondo Beach remains among the lowest in total charges assessed to visitors using short-term lodging.

City	TOT Rate	Last Increa	ase	
			Other Rate Type	Rate
Inglewood	15.5%	2021		
Santa Monica	15.0%	2023	Tourism District	ADR \$100-\$199.99: \$2.20/ night ADR \$200-\$299.99: \$6.00/ night ADR > \$300: \$7.00/ night
			Short-Term Rentals	17%
Anaheim	15.0%	2001	Tourism District	2%
Malibu	15.0%	2021		
				Three hotels have
				separate agreements with
			Development	the City to charge rates in
Beverly Hills	14.0%	1996	Agreements	addition to the 14% TOT.
Culver City	14.0%	2012		
Manhattan Beach	14.0%	2023		
Hermosa Beach	14.0%	2019		
Los Angeles (City)	14.0%	1993		
			Group Meeting	
Palm Springs	11.5%	2003	Hotels	13.50%
Hawthorne	12.0%	1990	Tourism District	2%
Redondo Beach	12.0%	2005	Tourism District	1%
Marina del Rey (LA County rate)	12.0%	2012		
Torrance	11.0%	1994		

Setting the Redondo Breach rate at 14% would be consistent with rates in neighboring cities and below the highest rates found in nearby cities that serve as national and global tourist destinations, including Inglewood, Santa Monica, and Anaheim.

Alternatives to a broadly-applied TOT rate increase

Council also requested that staff review options to create different rates for hotels in certain categories, including for newly-opened hotels. The Council has the ability to establish exemptions or other parameters, as desired, as part of a proposed ordinance update.

In a review of ordinances in other cities, staff identified the following examples:

 Palm Springs: the ordinance sets two rates (11.0% and 13.5%) to apply to hotels, vacation rentals and agencies (most hotel properties) and to Group Meeting Hotels (as defined in the ordinance - those with a certain threshold of rooms, meeting space, and staff focused on marketing and sales) respectively.

- <u>Santa Monica</u>: separate ordinances identify different rates for hotels (15%) and short-term rentals (17%)
- <u>Beverly Hills</u>: the TOT ordinance applies the same rate to all hotels. However, the City has entered into development agreements with three separate hotels, including an additional charge (municipal services charge) that goes to the City.

Staff did not find any examples of cities exempting newly opened hotels from a TOT increase. However, there does not appear to be any regulations prohibiting cities from doing so.

The City Council could choose to create different rates / different increases for certain identified groups of hotels - for example, based on location, number of rooms, average daily room rate, and could include these as part of the ordinance update and ballot question.

The City Council could also provide itself flexibility in the rate by including an "up to" amount as part of the ballot question. The City followed this route in 2005, obtaining voter approval for an up to 12% TOT rate, and allowing the City Council to set the rate administratively for all properties after the election.

Potential Impact to Hotels & Mitigation

Staff has reviewed research (including the attached reports) that address the impact to hotels and city revenue related to TOT increases. Generally, research finds limited direct impact to hotel visits and revenue, depending on elasticity of demand in the local market and general market conditions. If most visitors choose Redondo Beach because of the specific location, demand is likely to be relatively inelastic and the tax rate increase impact limited. However, if visitors are largely concerned with price and can easily substitute, the impact is likely to be larger.

Demand similarly impacts hotel operators' ability to pass the tax rate increase through to customers-limited demand decreases operators' ability to adjust room rates to compensate for additional tax. General market conditions also impact demand, which then impacts hotel revenue. One of the studies, a 2020 review from the Journal of Travel Research, reviews other existing literature and provides further insight in looking at impact by type of booking. This study identifies that lodging taxes have a more negative effect on hotel performance for group bookings than for individual bookings - as groups usually have greater flexibility regarding the location of events, they can more easily choose a different destination if a tax increase is observed; this leads to hotels' offering discounts to attract groups, decreasing revenue.

While research suggests limited impact to hotels, cities regularly work with hotels in proposing TOT increases. For example, cities often set an effective date for the tax increase two to three months following the election, so that hotels have time to update systems and pricing following any approved increase. For Measure G in 2005, the ballot question set a July 1 effective date following a March election. Cities may also choose to direct some related revenue to efforts supporting the tourism industry.

Business / Hotel Outreach

Staff reached out to the Redondo Beach Tourism Marketing District (RBTMD) regarding a proposed TOT increase. The group did not express significant concerns about a proposed increase to 14%, given rates in surrounding cities. They did note some indications of weak demand, as group travel is only slightly improved over the prior year, and individual travel is down. The majority of Redondo Beach visitors come from local travel - within three hours' drive or flight - versus national or international travel.

The group expressed that the City's support of an increase to the RBTMD assessment (currently 1%) would help offset the impact of any TOT increase, and would help the hotels better position themselves for the upcoming World Cup and Olympics events. They would prefer a 1% increase to TOT (to 13%) with a 1% assessment increase (to 2%), for a total visitor rate of 15%. The RBTMD could next increase its assessment in December 2026, if approved by City Council.

Staff has also contacted other local hotel owners (i.e. the Marine Ave hotels), and will provide any feedback received as part of the discussion on November 18.

Passage Rates

As transient occupancy taxes primarily impact visitors, TOT increases tend to pass with less difficulty than other tax measures. The table below shows TOT measures and results for the past three years in California (source: The California Local Government Finance Almanac https://www.californiacityfinance.com/index.php). As a general-purpose tax, a majority 50%, plus one is required for passage.

Year	# of Measures	# Passed	Passage Rate	
2024	28	23	82%	
2022	22	16	73%	
2020	22	18	82%	

The City could choose to engage a consulting services firm to assess the voters' potential support for a TOT increase. A survey is estimated to cost the City between \$10,000 and \$30,000.

Process and Timing

Changing the TOT rate requires voter approval. Proposition 218 requires cities to present tax measures as part of a regularly scheduled general election. The next such opportunity is the June 2, 2026 statewide, direct primary election.

If Council directs staff to proceed with a TOT increase, staff would return to Council at future meetings with actions required to prepare the ballot measure and place it on the June 2, 2026 election. This would include a discussion item to approve proposed ordinance changes (January / February) and an item to call the election, including supporting resolutions (on or before the March 3, 2026 City Council meeting). Staff would also request Council select representatives to write arguments for the measure, if supported. These arguments would be due to the County March 13 and 23, respectively.

The County Board of Supervisors would certify the election within 30 days and is tentatively schedule

to certify the statewide primary election on June 26, 2026. If a TOT measure is pursued and approved, the updated tax rate would be effective on a date set by the Council following June 26.

Next Steps

Staff recommends the City Council consider raising the TOT rate and, if desired, direct staff to prepare the necessary follow up materials. This could include expanded outreach to the City's impacted businesses, additional research on timing, exemptions, or other potential rate configurations. Council could also simply direct staff to prepare a revised ordinance, and the resolutions and ballot measure documents needed to proceed with a proposed increase.

COORDINATION

This report was coordinated with the City Manager's Office, the City Clerk's Office, and the City Attorney's Office.

FISCAL IMPACT

It is estimated that each 1% increase in the City's TOT rate would increase annual General Fund revenue by \$750,000.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Admin Report City Council Measure G Actions and Resolutions, December 7, 2004
- Report The Effect of Lodging Taxes on the Performance of US Hotels
- Report 2025 HVS Lodging Tax Report USA
- Report The Effect of Proposed Hotel Room Tax Increases in the US: A Review
- Report The Impact of the Hotel Room Tax: An Interrupted Time Series Approach



Administrative Report

Council Action Date: December 7, 2004

To:

MAYOR AND CITY COUNCIL

From:

SANDY FORREST, CITY CLERK

Subject:

RESOLUTIONS ADDING BALLOT MEASURE G TO THE GENERAL MUNICIPAL ELECTION, DIRECTING AN IMPARTIAL ANALYSIS, AND

SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS

RECOMMENDATION

Adopt Resolution Nos. CC-0412-146, CC-0412-147, CC0412-148; 1) Adding Ballot Measure G to the General Municipal Election, March 8, 2005; 2) Requesting City Attorney to prepare an impartial analysis; and 3) Setting priorities for filing written arguments and rebuttal arguments for or against, the proposed Measure.

EXECUTIVE SUMMARY

1) Adopt by 2/3 vote Resolution No. CC-0412-146 is necessary in order to submit Measure G, to the Redondo Beach voters at the General Municipal Election of March 8, 2005 to consider raising the City's Transient Occupancy Tax; 2) Should Council desire an impartial analysis to be prepared by the City Attorney, adoption of Resolution No. CC-0412-147 directing the preparation of an impartial analysis is necessary; 3) In order to facilitate arguments and rebuttal arguments, Council must adopt Resolution No. CC-0412-148 setting priorities and schedules for arguments for or against the proposed Measure.

BACKGROUND

A General Municipal Election will be held in the City of Redondo Beach on Tuesday, March 8, 2005 as called by Resolution No. CC-0410-102, adopted by the City Council on October 5, 2004. City Council directed Staff to prepare the necessary documentation to submit to the voters at the March election a proposal to consider raising the City's Transient Occupancy Tax. As part of the election process the attached Resolutions are submitted to Council for calling the election to consider Measure G; requesting the City Attorney to prepare an impartial analysis; and setting priorities and schedules for filing written arguments for/against the proposed Measure.

Administrative Report RESOLUTIONS MEASURE G IMPARTIAL ANALYSIS, WRITTEN ARGUMENTS Page 2

COORDINATION

This item has been coordinated with the office of the City Manager.

FISCAL IMPACT

This is a budgeted item in the adopted FY 2004-05 Municipal Budget.

Submitted by:

Sandy Forrest, City Clerk

Approved for forwarding by:

Office of the City Manager

cmortesen

Attachment:

- Resolution No. CC-0412-146
- Resolution No. CC-0412-147
- Resolution No. CC-0412-148

RESOLUTION NO. CC-0412-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY MEASURE G, RELATING TO AN INCREASE IN THE UNIFORM TRANSIENT OCCUPANCY TAX (TOT), AT THE GENERAL MUNICIPAL ELECTION, TO BE HELD ON MARCH 8, 2005, AS CALLED BY RESOLUTION NO. CC-0410-102

WHEREAS, a General Municipal Election is to be held in the City of Redondo Beach, California on Tuesday, March 8, 2005, for the election of certain officers as called by Resolution No. CC-0410-102 on October 5, 2004; and

WHEREAS, the City Council also desires to submit to the voters at the election a question relating to an increase in the Transient Occupancy Tax from a ten percent (10%) rate of tax to an amount not to exceed twelve percent (12%), effective July 1, 2005.

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

SECTION 1. That the City Council, pursuant to its right and authority, does hereby order submitted to the voters at the General Municipal Election of March 8, 2005, the following question:

MEASURE G		
"Shall an Ordinance amending Section 8-2.03 of the Redondo Beach Municipal Code to authorize increasing the transient occupancy tax charged to	YES	;
guests by hotel operators from the current ten, percent (10%) to an amount not to exceed twelve percent (12%) of the rent charged by the operators effective July 1, 2005, be adopted?"	NO	

SECTION 2. That the proposed complete text of the Ordinance submitted to the voters is attached as Exhibit "A" and incorporated herein by reference.

SECTION 3. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 4. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in the time, form and manner required by law.

EXHIBIT "A"

RESOLUTION NO. CC-0412-146

ORDINANCE NO. 2953-04

AN ORDINANCE OF THE PEOPLE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 8-2.03 OF CHAPTER 2 OF TITLE 8 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO TRANSIENT OCCUPANCY TAX IMPOSED

WHEREAS, the City of Redondo Beach imposes a Transient Occupancy Tax (TOT) charged to guests by hotel operators in order to provide a portion of the general fund revenues required to provide police, fire, general government, and a host of other essential services to the community; and

WHEREAS, the People of the City of Redondo Beach wish to amend the Municipal Code in order to increase the maximum rate charged for the TOT from ten (10%) percent to up to twelve (12%) percent, effective July 1, 2005, if approved by voters at the March 8, 2005 municipal election; and

WHEREAS, the new rate would place the City of Redondo Beach in the same range as surrounding cities.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDONDO BEACH, CALIFORNIA, DO HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Section 8-2.03 of Chapter 2, Title 8 of the Municipal Code is hereby amended to read as follows:

"8-2.03 Tax Imposed.

For the privilege of occupancy in any hotel, each transient shall be subject to and shall pay a tax in the amount of ten (10%) UP TO TWELVE (12%) percent of the rent charged by the operator. Such tax shall constitute a debt owed by the transient to the City which debt shall be extinguished only by payment to the operator or to the City. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the Tax Collector may require that such tax shall be paid directly to the Tax Collector."

SECTION 2. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

ORDINANCE NO 2953-04 AMENDING SECTION 8-2.03 OF RBMC PERTAINING TO TOT TAX IMPOSED MARCH 8, 2005 GENERAL MUNICIPAL ELECTION PAGE NO. 1 SECTION 3. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The People of the City of Redondo Beach hereby declare that they would have passed this ordinance and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall be considered as adopted upon the date that the vote is declared by the City Council, and shall go into effect 10 days after that date. The City Clerk shall certify to the passage and adoption of this ordinance, enter it into the book of original ordinances.

SECTION 5. PUBLICATION. This ordinance shall be published by one insertion in the official newspaper of said City, as soon as practicable after its adoption by the People of the City of Redondo Beach and the vote thereon is declared by the City Council.

SECTION 6. CERTIFICATION BY MAYOR. The Mayor is hereby authorized to certify the adoption of this Ordinance and the declaration of the vote thereon by the City Council by signing where indicated below.

ADOPTED by the People of the City of Redondo Beach, California, this 8th day of March, 2005, by the following vote, to wit:

YES:	ŧ
NO:	
	Mayor
ATTEST:	APPROVED AS TO FORM:
	RID
City Clerk	City Attorney

RESOLUTION NO. CC-0412-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DIRECTING THE ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF MEASURE G RELATING TO AN **INCREASE** IN THE **UNIFORM** TRANSIENT OCCUPANCY (TOT), TAX THE AT **GENERAL** MUNICIPAL ELECTION TO BE HELD ON MARCH 8. 2005, AS CALLED BY RESOLUTION NO. CC-0410-102.

WHEREAS, a General Municipal Election is to be held in the City of Redondo Beach, California, on March 8, 2005 at which time there will be submitted to the voters the following measure:

MEASURE G		
"Shall an Ordinance amending Section 8-2.03 of the Redondo Beach Municipal Code to authorize increasing the transient occupancy tax charged to	YES	
guests by hotel operators from the current ten percent (10%) to an amount not to exceed twelve percent (12%) of the rent charged by the operators effective July 1, 2005, be adopted?"	NO	

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

SECTION. 1. That the City Council hereby directs the City Clerk to transmit a copy of the measure to the City Attorney, unless the organization or salaries of the office of the City Attorney are affected. The City Attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure. The analysis shall be printed preceding the arguments for and against the measure. The analysis shall not exceed 500 words in length. The impartial analysis shall be filed by 5:30 p.m., December 21, 2004 as set by the City Clerk for filing primary arguments.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED on the 7th day of December, 2004.

			Gregory C. Hill, Ma	yor
ATTEST:				
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF REDONDO BEACH))	SS		
I, Sandy Forrest, City Clerk of the that the foregoing Resolution No adopted by the City Council of the meeting of said City Council held call vote:	o. CC- ne Citv	0412-147 was of Redondo E	s duly passed, appr Beach, California, at	oved and a regula
AYES:				
NOES:				
ABSENT:				
ABSTAIN:				
Sandy Forrest, City Clerk				ž.
		, APPI	ROVED TO AS FORM	Λ:
		¥	210	 .

RESOLUTION NO. CC-0412-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR MEASURE G RELATING TO AN INCREASE IN THE UNIFORM TRANSIENT OCCUPANCY TAX (TOT) TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON MARCH 8, 2005 AS CALLED BY RESOLUTION NO. CC-0410-102.

WHEREAS, a General Municipal Election is to be held in the City of Redondo Beach, California on March 8, 2005, at which time there will be submitted to the voters the following measure:

MEASURE G		
"Shall an Ordinance amending Section 8-2.03 of the Redondo Beach Municipal Code to authorize increasing the transient occupancy tax charged to	YES	
guests by hotel operators from the current ten percent (10%) to an amount not to exceed twelve percent (12%) of the rent charged by the operators effective July 1, 2005, be adopted?"	NO	

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

SECTION 1. That	the City Council authorizes
	(Council Member in Favor/Against (Council Member in Favor/Against (Council Member in Favor/Against
	(Council Member in Favor/Against (Council Member in Favor/Against

members of that body, to file a written argument regarding the City measure as specified above, accompanied by the printed names(s) and signatures(s) of the author(s) submitting it, in accordance with Elections Code §9282 of the State of California. No argument shall exceed 300 words in length.

RESOLUTION NO. CC-0412-148 SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS/REBUTTALS MEASURE G - MARCH 8, 2005 PAGE NO. 1 SECTION 2. That any members of the legislative body authorized by that body, or any individual voter who is eligible to vote on the measure, or bona fide association of citizens, or any combination of voters and associations, may file a written argument for or against any city measure.

SECTION 3. That based on the time reasonably necessary to prepare and print the arguments and sample ballots and to permit the ten calendar-day public examination, the City Clerk/Elections Official has fixed December 21, 2004, during normal office hours, 7:30 a.m. – 5:30 p.m., as a reasonable date prior to the election after which no arguments for or against the measure may be submitted to the City Clerk/Elections Official for printing and distribution to the voters as provided in §9295 of the California Elections Code.

SECTION 4. That pursuant to Elections Code §9220 and §9285 of the State of California, when the City Clerk/Elections Official has selected the arguments for and against the measure which will be printed and distributed to the voters, the City Clerk/Elections Official shall send copies of the argument in favor of the measure to the authors of the argument against and copies of the argument against to the authors of the argument in favor. The authors may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk/Elections Official no later than 5:30 p.m., December 29, 2004, which is not more than ten days after the final date for filing direct arguments. The rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument it seeks to rebut.

SECTION 5. That all arguments and rebuttals shall be accompanied by the printed name and signature or printed names and signatures of the author or authors submitting it or, if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED on the 7th day of December, 2004.

			Gregory C. Hill, Mayor
ATTEST:			
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF REDONDO BEACH))	SS	
that the foregoing Resolution No.	CC-041: Redondo	2-148 was Beach, Ca	Beach, California, do hereby certif duly passed, approved and adopte alifornia, at a regular meeting of sai by the following roll call vote:
AYES:			
NOES:			
ABSENT:			•
ABSTAIN:			
Sandy Forrest, City Clerk			•
		,	APPROVED TO AS FORM:
		•	010



2025 HVS LODGING TAX REPORT - USA

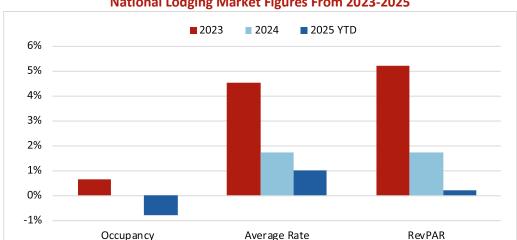
Thomas Hazinski, MPP Managing Director

Henry DetmerAssociate

Max Leeds Associate This fifteenth annual Lodging Tax Study presents data on city, state, and special district lodging and sales taxes imposed on lodging sales. We provide historical data on tax rates and collection and distribution of revenue from lodging taxes levied in all 50 States and the 150 largest US cities. Our analysis of 25 major U.S. hotel markets shows room revenue growth slowing through 2024 and leveling off through the first eight months of 2025, reflecting weakening travel demand across key markets.

Lodging Industry Overview

Since room sales generate lodging tax revenues, an overview of hotel market trends provides insight into the industry's current and future fiscal impacts. As documented in our 2024 HVS Lodging Tax Study, the national lodging market has experienced recent growth in average daily room rates and revenue per available room. However, occupancy levels have remained relatively flat. The Average Daily Room Rate ("ADR") represents the average revenue earned for each room rented in a hotel. Revenue per available room ("RevPAR"), the product of ADR and occupancy rate, is a standard industry metric that combines the effects of occupancy and room rates on overall revenue performance. ADR and RevPAR increased in 2024 but has seen slower growth through the first eight months of 2025 compared to the same period in 2024. The figure below compares year-over-year growth in the national lodging market from 2023 through August 2025.



National Lodging Market Figures From 2023-2025

Source: STR Global

Occupancy levels have declined in early 2025 compared to the same period in 2024, with ADR growth also slowing due to reduced leisure travel and greater consumer price sensitivity. Preliminary 2025 data through August suggests minimal RevPAR growth, reflecting weaker travel sentiment across many markets, particularly among international travelers, despite modest gains in ADR. The figure below illustrates year-over-year RevPAR trends for the top 25 major U.S. markets.

Top 25 US Lodging Markets Year-Over-Year Growth of RevPAR

Market	2023	2024	2025 YTD	
San Francisco-San Mateo, CA	8%	-5%	9%	
St. Louis, MO - IL	5%	0%	8%	
Tampa-St. Petersburg, FL	1%	5%	7%	
Orlando, FL	3%	-1%	5%	
New York, NY	18%	9%	5%	
Chicago, IL	7%	8%	4%	
Miami, FL	-7%	3%	3%	
Philadelphia, PA	6%	4%	3%	
New Orleans, LA	-7%	7%	2%	
Anaheim-Santa Ana, CA	7%	-1%	2%	
Los Angeles-Long Beach, CA	3%	-1%	1%	
Atlanta, GA	6%	-2%	1%	
Detroit, MI	8%	2%	0%	
Washington, DC-MD-VA	19%	5%	0%	
San Diego, CA	4%	2%	-1%	
Minneapolis-St. Paul, MN	10%	6%	-1%	
Dallas, TX	9%	1%	-1%	
Seattle, WA	8%	7%	-2%	
Boston, MA	14%	6%	-2%	
Oahu Island, HI	11%	1%	-3%	
Phoenix, AZ	8%	-1%	-4%	
Nashville, TN	7%	-5%	-5%	
Denver, CO	8%	-2%	-5%	
Houston, TX	12%	15%	-9%	
Las Vegas, NV	19%	1%	-11%	
Top 25 Markets	8%	3%	0%	

Source: STR Global

The strength of RevPAR growth varies widely across major U.S. markets. Since 2023, most markets have experienced gains, although Las Vegas and Houston saw notable declines in early 2025 compared to the same period in 2024. In contrast, San Francisco, Orlando, and Tampa recorded some of the strongest growth in early 2025, driven by warm-weather demand and a steady calendar of large-scale events. Markets such as Washington, D.C., New York, and Chicago—each supported by strong convention business and diverse visitation drivers—posted some of the most robust growth in 2024. Convention and group demand have remained resilient, with many destinations reporting solid attendance and healthy booking activity through 2025. Overall, however, year-to-date data indicate that national RevPAR growth is slowing significantly and may stagnate in 2025.

Higher operating costs and unfavorable credit market conditions continue to slow the development of new lodging supply. With lower RevPAR growth and limited new supply, lodging tax revenue growth is likely to slow in most lodging markets in 2025 and 2026.

Economic Uncertainty

This report was prepared during a period of significant uncertainty, marked by multiple changes in U.S. policies that have impacted both the domestic. and global economies. Any subsequent change to these perspectives or information could affect the future growth of lodging tax revenues.

In March and April 2025, the U.S. markets exhibited a notable degree of volatility, primarily due to the policies of the current U.S. administration. Since May, markets have recovered and moved to new highs, primarily driven by investments in AI and related technology infrastructure. Renewed announcements surrounding tariffs and litigation over the legality of the tariffs have created widespread uncertainty surrounding how the U.S. and global economies may respond. Areas of concern include additional or new supply-chain issues, which, combined with inflation, would further increase the cost of doing business and continue to impact the pipeline for new development. The federal government shutdown (which is ongoing as of this writing), federal government layoffs, and the potential for private-sector cutbacks could also affect domestic travel, including both transient and group activity. Moreover, the implementation of the U.S. government's immigration and visa policies may result in a shortage of hospitality workers.

Geopolitical concerns have influenced global travel to the US. Tourism Economics has forecast an 8.2% decline in international overnight arrivals to the US in 2025. Cities with heavy reliance on Canadian travel are most affected, as inbound travel from Canada has declined by 25% as of July 2025¹.

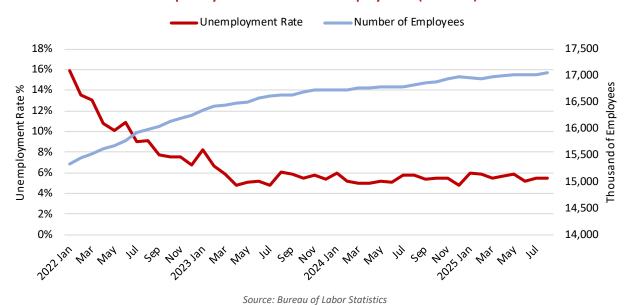
Until more clarity emerges, the near-term outlook remains uncertain due to the factors mentioned above. The possibility of increased inflation, rising unemployment, and a recession remains a topic of concern. Slower growth and lower levels of new job creation are considered the most likely outcomes. Over the long term, the hospitality industry has proven to be extraordinarily resilient following past "shock" events and downturns such as 9/11, the Great Recession, and the COVID-19 pandemic. Despite temporary declines, the industry's performance has consistently recovered and continued to grow. Thus, we are confident the industry will prove to be similarly resilient following the current period of uncertainty.

Labor Force

Employment in the hospitality and leisure sector has steadily expanded in recent years, reaching stable unemployment levels by 2023 and continuing through 2025. The graph below compares the number of employees in hospitality with the unemployment rate.

¹ "US Inbound Travel's Continued Decline Amid Sentiment Challenges" *Tourism Economics*, https://www.tourismeconomics.com/press/latest-research/us-inbound-travels-continued-decline-amid-sentiment-challenges/.

Hospitality and Leisure Sector Employment (Total US)



Employment in the hospitality and leisure sector has shown steady growth in recent years, and unemployment has remained below 6% through 2025. However, the total number of employees in the sector has begun to stagnate.

Imposition of Lodging Taxes

Lodging taxes are typically ad valorem taxes (levied as a percentage of value) on short-term² overnight stays at hotels, motels, bed-and-breakfasts, and other lodging accommodations. Lodging taxes levied by state and local governments share common characteristics but are known by various names, including hotel occupancy tax, hotel-motel tax, room tax, bed tax, transient occupancy tax, tourism improvement tax, and others. States authorize the imposition of lodging taxes, except in home rule cities.³ States may tax lodging as a part of a general sales and use tax, a specific lodging tax, or both. For most lodging taxes, state legislation defines the tax base, determines who is exempt from the lodging tax, and establishes collection procedures. State, county, and local governments also impose lodging taxes, which may distribute tax revenues to their general, special revenue, or debt service funds. In many cities, state and municipal governments have formed special districts to levy additional lodging taxes on hotels within a defined geographic area. Different districts within a city may have varying rates of lodging taxes. Certain state and local governments also impose excise taxes on lodging at a fixed amount per unit of sale, such as a \$1.00 per-room-night fee for furnishing a hotel room.

From a political perspective, lodging taxes may be easier to impose than other taxes because visitors who use lodging accommodations are not constituents of the local municipalities. Typically, hotel operators collect the tax from guests and receive a small administrative fee of one or two percent of collections.

While the tax's legal incidence may fall on the consumer, the economic burden of the lodging tax is shared by both lodging providers and their guests. A lodging tax raises the price of lodging accommodations.

²Typically defined in ordinances as being fewer than thirty days.

³ Home rule cities are cities that have their own taxing authority, have adopted home rule charter for their self-governance, and are not limited to exercising only those powers that the state expressly grants to them.

Depending on the elasticity of the supply and demand for lodging, the hotel manager may be unable to increase its room rates enough to compensate for paying the full amount of the tax. Since the elasticity of supply and demand changes depending on market conditions, the true incidence of a lodging tax varies as market conditions change. This study does not attempt to estimate the economic incidence of lodging taxes.

Hotel owners are often willing to cooperate with local governments to impose lodging taxes dedicated to tourism promotion and the construction of convention centers. For hotel owners, tourist-oriented public facilities and advertising serve as drivers of room demand. All hotels in a given market can benefit from programs that bring tourists and convention attendees to a city. Sponsoring these types of programs would be prohibitively expensive for any individual hotel. In the case of convention centers funded by a lodging tax, the hotels and individuals who benefit from the center pay for its construction and maintenance. Municipalities seek to benefit from visitor spending and the associated tax revenue generated by convention centers. By imposing lodging taxes, those who benefit pay for advertising, marketing, and sales efforts funded by lodging tax revenue.

Some states, particularly those with large tourism industries, prevent municipalities from depositing hotel tax revenue into their general funds. For example, Florida allows only a series of special-purpose taxes for tourist development. Texas requires local transient occupancy taxes to fund convention center development or tourism promotion.

Since the 1970s, lodging taxes have become commonplace across the country. Of the 150 largest U.S. cities examined in this study, more than 120 impose a dedicated tax, and all collect some form of taxation on hotel room revenue. In small suburban cities and major tourist destinations, lodging taxes have become a significant source of funding for economic development initiatives. This study aims to survey hotel tax implementation nationwide, providing information for those seeking to compare the structure and revenue capacity of lodging taxes across diverse markets.

Revenues from Lodging Taxes

While a relatively small share of revenue for state and local governments, lodging tax revenues have a significant impact on the tourism economy. Lodging taxes support tourism marketing, the repayment of debt for tourism-related projects, and general fund purposes. Most destination marketing organizations rely primarily on lodging taxes to support their operations, which were decimated during the pandemic. Lodging tax revenues are pledged to support roughly \$1.3 billion in outstanding municipal debt.⁴

Before the onset of the crisis, during the fiscal year 2019, the 25 major US markets generated approximately \$3.6 billion in lodging tax revenue, as shown in the figure below.

⁴ Hazinski and Marlow, Local Lodging Taxes During and After the Pandemic, Municipal Finance Journal, Spring 2023, Vol. 44, No. 1.

Lodging Tax Revenues in 25 U.S. Markets

ci.		\$ Millior	ns for Fiscal	Years*		
City	2019	2020	2021	2022	2023	2024
New York City	\$634.0	\$481.7	\$106.4	\$354.7	\$662.2	\$725.1
Los Angeles-Long Beach	387.1	281.6	135.4	304.4	399.3	287.1
Orlando**	282.5	206.8	136.3	316.8	360.4	362.2
Washington D.C.	250.0***	142.5	107.9	247.4	350.3	396.1
San Diego	250.9	181.2	129.5	259.2	312.4	308.2
San Francisco-San Mateo	408.3	281.0	37.7	174.6	279.0	283.0
Anaheim-Santa Ana	171.4	130.5	34.1	184.6	234.8	257.1
Tampa-St Petersburg**	96.6	84.8	94.9	149.4	162.6	171.0
Nashville	107.6	80.7	53.1	134.7	159.8	158.0
Denver	134.0	47.1	90.7	138.3	138.3	138.3
Boston	100.6	99.3	15.6	75.5	129.3	144.6
Dallas	67.8	41.6	40.4	70.4	103.6	109.4
Atlanta	77.1	79.2	85.8	91.6	58.2	103.5
Seattle	92.4	21.3	45.8	77.7	83.4	93.5
Houston	86.1	67.3	67.3	47.4	82.5	104.9
Philadelphia	73.2	52.8	24.7	59.0	77.4	79.9
Phoenix	52.0	43.0	31.9	62.2	75.2	73.2
Norfolk-Virginia Beach	48.9	42.9	47.4	62.7	67.9	68.4
Oahu Island**	45.4	37.9	56.1	63.0	54.4	55.1
Miami-Hialeah**	47.5	40.1	29.7	44.7	47.9	49.3
Chicago	133.7	25.7	65.5	119.6	134.7	148.2
Detroit	28.0	15.2	9.7	23.4	28.0	28.3
New Orleans	22.3	7.6	14.2	24.4	25.0	27.3
St. Louis	9.5	9.1	3.3	9.1	11.8	11.1
Minneapolis-St. Paul**	12.7	4.1	6.3	9.9	10.8	11.4
Total	\$3,624	\$2,505	\$1,470	\$3,105	\$4,049	\$4,194

^{*}The period of the fiscal years varies among the top 25 US markets, beginning on either first day of January, July, or October.

Sources: Financial Statements of the Respective Governments

In total, these markets experienced a decline in revenue to approximately \$2.5 billion in fiscal year 2020, reflecting the early impact of the pandemic. Revenue declined to approximately \$1.5 billion in fiscal year 2021, reflecting a full year of the pandemic's negative impacts. In fiscal year 2022, revenue increased to \$3.1 billion, reflecting a full year of pandemic recovery. Revenue increased to \$4 billion in fiscal year 2023, which surpasses pre-pandemic levels. The 2023 data reflects a typical two-month delay between when the consumer pays the tax and when revenues are available to local governments. In fiscal year 2024, revenue increased only slightly to \$4.1 billion, indicating that revenue growth has stabilized post-pandemic.

^{**2024} Revenue estimated based on change in RevPAR.

^{***}HVS estimate

Changes in Lodging Tax Rates

County and local governments enacted several rate changes that took effect during or immediately following fiscal year 2024. Recent changes in lodging taxes in cities include the following:

Recent Changes in Tax Rates

	• • • • • • • • • • • • • • • • • • • •	accent changes in rax nates
Location	Effective Date	Description of Change
County Rate Changes		
Milwaukee, WI	1-Jan-24	County sales tax increase by 0.4%
City Rate Changes		
Overland Park, KS	1-Apr-24	3/8 cent sales tax increase
Milwaukee, WI	1-Jan-24	city sales tax increase by 2%
Augusta, GA	1-Apr-24	Sales tax increase by 0.5% to fund James
Minneapolis, MN	1-Oct-23	New Metro Area Tax for Housing (0.25%) and Transportation (0.75%)
Saint Paul, MN	1-Oct-23	New Metro Area Tax for Housing (0.25%) and Transportation (0.75%)
Kansas City, MO	1-Aug-23	The "Arena Fee" increased from \$1.50 to \$3.00 per room daily charge
Seattle, WA	1-Jan-24	District tax changed to 2.3% of occupied room rate, eliminating the \$4 room fee Source: Respective Jurisdictions

In addition to the 2024 county and local rate changes, we anticipate the following changes for fiscal year 2025.

Projected Changes for Fiscal Year 2025

Location	Effective Date	Description of Change
County Rate Changes		
Kent County, MI	1-Jan-25	Lodging tax increase from 5% to 8%
Franklin County, OH	1-Apr-25	Sales tax increase by 0.5%
City Rate Changes		
Mobile, AL	11-Mar-25	Lodging tax increase by 2%
Detroit, MI	1-Jan-25	Hotel tax increase to 3.5%
Knoxville, TN	1-Jan-25	Lodging tax increased from 3% to 4%
Memphis, TN	8-Apr-25	Lodging tax increased from 3.5% to 4%
Phoenix, AZ	1-Jul-25	0.5% bed tax increase
Gilbert, AZ	1-Jan-25	Sales tax increase to 2% and lodging tax increase to 5%
Huntington Beach, CA	1-Jul-24	TBID increase to 6%
Rancho Cucamonga, CA	5-Nov-24	Voters approved 2% TOT increase from 10 to 12%
San Diego, CA	1-May-25	TOT increase at three different rates depending on proximity to the convention center. The highest total rate is 13.75%
Santa Rosa, CA	1-Jan-25	TOT increase to 11% effective
Augusta, GA	1-Jul-25	Hotel Motel Tax rate increase from 6% to 8%
Yonkers, NY	1-Aug-24	Room Occupancy Tax increased to 5.875%
New York, NY	1-Mar-25	\$2 excise tax to bring to \$3.50 total per room Source: Respective Jurisdictions

State Tax Rates

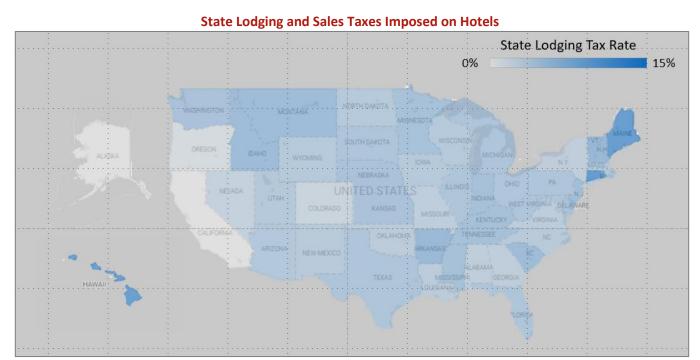
All but two states impose a sales tax, a lodging tax, or both on overnight transient accommodations. Municipal governments impose lodging taxes in two states (Alaska and California) that do not tax hotel lodging. Twenty-five states impose lodging taxes that are not part of a broader sales or use tax.

States with high lodging tax rates typically have more restrictions on imposing local lodging taxes. To illustrate, Connecticut has the highest statewide lodging tax rate at 15% but forbids all local authorities from imposing additional lodging taxes. On the other hand, Oregon imposes a low state lodging rate but does not restrict local taxes.

Total Lodging Tax Rates All 50 States								
Maximum	15.00%							
Minimum	0.00%							
Median	6.00%							
Average	6.35%							
Mode	6.00%							

Source: Respective Jurisdictions

Appendix A presents a detailed description of each state's lodging taxes and annual revenue collections.



Source: HVS and Respective Jurisdictions

The following table lists the sales tax, lodging tax, and total tax rate levied on lodging accommodations. It ranks the 50 states by the total tax rate applied to lodging.

States Ranked by Total Ad Valorem Tax Rates on Lodging Accommodations 2024

Rank	State	Sales Tax	Lodging	Total Rate	Rank	State	Sales Tax Rate	Lodging Tax Rate	Total Rate
1	Connecticut	Rate	Tax Rate 15.00%	15.00%	21	South Dakota	4.50%	1.50%	6.00%
2	Maine	5.50%	9.00%	14.50%	21	Texas		6.00%	6.00%
3	¹ Hawaii	4.00%	10.25%	14.25%	21	West Virginia	6.00%		6.00%
4	Rhode Island	7.00%	6.00%	13.00%	29	Ohio	5.75%		5.75%
5	² New Jersey	6.63%	5.00%	11.63%	30	Massachusetts		5.70%	5.70%
6	Vermont		9.00%	9.00%	31	Arizona		5.50%	5.50%
7	Arkansas	6.50%	2.00%	8.50%	32	Utah	4.85%	0.32%	5.17%
7	New Hampshire		8.50%	8.50%	33	Iowa		5.00%	5.00%
9	Delaware		8.00%	8.00%	33	North Dakota	5.00%		5.00%
9	Idaho	6.00%	2.00%	8.00%	33	Wisconsin	5.00%		5.00%
9	Montana		8.00%	8.00%	33	Wyoming	2.00%	3.00%	5.00%
9	South Carolina	6.00%	2.00%	8.00%	37	New Mexico	4.88%		4.88%
13	Indiana	7.00%		7.00%	38	North Carolina	4.75%		4.75%
13	Kentucky	6.00%	1.00%	7.00%	39	Oklahoma	4.50%		4.50%
13	Mississippi	7.00%		7.00%	40	Louisiana	4.45%		4.45%
16	Tennessee	7.00%		7.00%	41	³ Virginia	4.30%		4.30%
17	Minnesota	6.88%		6.88%	42	Missouri	4.23%		4.23%
18	Kansas	6.50%		6.50%	43	⁴ Alabama		4.00%	4.00%
18	Nebraska	5.50%	1.00%	6.50%	43	Georgia	4.00%		4.00%
18	Washington	6.50%		6.50%	43	New York	4.00%		4.00%
21	Florida	6.00%		6.00%	46	Nevada		3.38%	3.38%
21	Illinois		6.00%	6.00%	47	Colorado	2.90%		2.90%
21	Maryland	6.00%		6.00%	48	Oregon		1.50%	1.50%
21	Michigan	6.00%		6.00%	49	Alaska			0.00%
21	Pennsylvania		6.00%	6.00%	49	California			0.00%

¹ Additional .5% state sales tax in O'ahu

² New Jersey State Occupancy Fee is imposed at a rate of 1% in cities that also impose local taxes or fees on hotel/motel occupancies.

³ As of July 1, 2013, the general sales tax rate for Virginia is 5.3% (4.3% state; 1% local). There is an additional 0.7% state tax imposed in Northern Virginia and Hampton Roads. The 1% local tax is included in the state rate. The .7% is included in the city rate, where applicable.

 $^{^{\}rm 4}$ Additional 1% tax on counties within the Alabama Mountain Lakes region.

State Lodging Tax Revenue

HVS analyzed annual state lodging tax revenues as reported in comprehensive annual financial reports, most of which use a modified accrual basis for revenue reporting. We recorded government estimates from budget reports in a few states where the final audited information was unavailable for fiscal year 2024. Government agencies sometimes provide annual lodging tax collection data instead of modified accrual data. Accrued revenues are recorded in the period in which the liability for tax payment occurs. Cash collections typically lag the period of liability by at least one month.

Depending on the size of their tax liabilities, taxpayers may remit payments on a monthly, quarterly, or annual basis.

Administrative charges, payment of back taxes, and penalties may also affect the reported revenues, but the amounts are small. Only sales tax revenues in the accommodations sector were available in some states. Whereas lodging taxes are typically applied only to hotel room charges, sector-wide taxable sales might include other sources of taxable revenue, such as food and beverage revenue. We did not attempt to estimate the percentage of taxable sales due solely to overnight stays.

Among the states that collect lodging or sales tax on hotel rooms, total revenue increased by 4% in 2024 compared to 2023. This modest growth follows a 10.4% increase in 2023 and a large 89% surge in 2022, which was largely—if not entirely—attributable to the slowdown of travel during the COVID-19 pandemic. The smaller increase in 2024 suggests that revenue growth is beginning to stabilize. Notably, not all states that reported lodging tax revenues in 2024 saw year-over-year increases, indicating that the sharp recovery gains seen in the immediate aftermath of the pandemic have started to level off.

The following table presents a six-year history of lodging tax revenue for each of the twenty-five states that have imposed a dedicated lodging tax. Revenue reported from past years has been adjusted for inflation. Data is presented in millions of dollars, and the states are ranked by 2024 revenues.

Rank of States by 2024 Lodging Tax Revenues (millions)

				- 0 0		,		
2024 Rank	State	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Trend
1	Hawaii	\$827.1	\$772.9	\$294.9	\$1,005.0	\$1,181.2	\$1,131.7	
2	Texas	\$647.2	\$420.6	\$490.1	\$726.5	\$778.5	\$754.9	
3	New York	\$507.0	\$510.5	\$104.8	\$293.5	\$515.8	\$559.3	
4	Colorado	\$167.5	\$189.3	\$205.1	\$281.6	\$347.9	\$511.5	
5	Illinois	\$443.8	\$379.4	\$112.1	\$327.7	\$468.1	\$478.0	
6	Tennessee	\$278.4	\$258.3	\$227.2	\$395.6	\$456.4	\$475.6	
7	Georgia	\$362.9	\$294.9	\$230.8	\$374.8	\$444.9	\$460.3	
8	Massachusetts	\$283.7	\$252.3	\$126.5	\$294.2	\$388.0	\$413.3	
9	North Carolina	\$259.4	\$227.4	\$230.7	\$333.6	\$375.5	\$393.3	
10	Arizona	\$200.6	\$173.9	\$168.2	\$275.8	\$301.9	\$303.1	
11	Nevada	\$208.5	\$157.1	\$94.2	\$219.0	\$256.3	\$278.1	\
12	Pennsylvania	\$227.0	\$180.9	\$119.4	\$224.7	\$256.3	\$272.2	
13	Virginia	\$171.3	\$91.3	\$132.7	\$178.0	\$183.4	\$188.4	
14	Maine	\$102.8	\$92.6	\$100.6	\$149.9	\$161.2	\$165.2	
15	Connecticut	\$131.3	\$99.9	\$80.6	\$136.8	\$157.0	\$161.7	
16	New Jersey	\$112.5	\$85.2	\$82.8	\$124.3	\$138.9	\$146.3	
17	Montana	\$60.7	\$64.6	\$64.2	\$112.5	\$116.7	\$123.0	
18	Wisconsin	\$117.5	\$60.0	\$98.8	\$118.5	\$116.9	\$118.2	
19	Utah	\$112.9	\$84.3	\$76.8	\$103.3	\$112.1	\$117.4	
20	Alabama	\$81.5	\$69.3	\$87.5	\$107.3	\$114.5	\$116.2	
21	South Carolina	\$75.2	\$65.9	\$75.9	\$109.8	\$112.3	\$114.5	
22	Missouri	\$86.2	\$46.3	\$74.5	\$76.2	\$101.6	\$102.8	
23	Louisiana	\$90.8	\$75.6	\$22.6	\$73.9	\$96.2	\$92.2	
24	Mississippi	\$75.7	\$62.5	\$63.1	\$81.5	\$82.6	\$82.9	
25	Indiana	\$68.7	\$61.8	\$42.2	\$57.7	\$72.5	\$81.7	-

Total Lodging Tax Rates

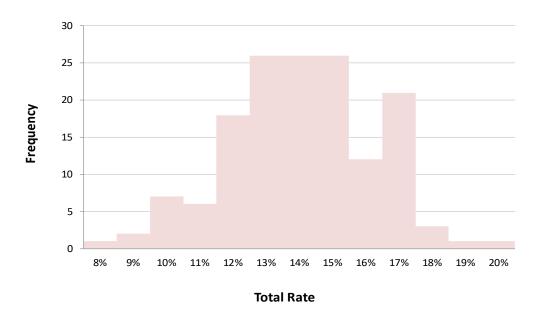
HVS researched the total tax rate applied to lodging accommodations in the 150 most populous US cities as projected from the 2010 census. The total tax rate comprises all state, county, city, and special district taxes levied on lodging facilities within the city's urban center, where the highest special district taxes may be applied. The following tables list the tax rate applied to overnight stays at lodging facilities at the state, county, city, and special district levels, as well as the total rate imposed on an overnight stay at a lodging facility in the urban center of each of the 150 largest cities in the United States.

Total Lodging Tax Rates							
150 Largest US	Cities						
Maximum	20.50%						
Minimum	8.00%						
Median	14.04%						
Average	14.34%						
Mode	13.00%						

Source: Respective Jurisdictions

To calculate the special district rate, HVS calculated the tax rate an overnight visitor would pay to stay at the hotel with the highest tax rate within a special taxing district. Due to special taxing districts, the tax rate at a particular hotel can be influenced by its location, size, or other factors that determine tax rates. The figure below shows a distribution of combined lodging tax rates in the 150 largest U.S. cities.

Frequency of Total Lodging Tax Rates



Source: HVS and Respective Jurisdictions

The following table ranks 150 cities by total lodging tax rate. If state or local general sales taxes apply to lodging sales, this rate includes the total tax rate. This analysis enables a comparison of cities' total tax rate. The figure below provides a breakdown of tax rates by government unit.

Top 150 Urban Centers Total Lodging Tax Rate Ranking 2024*

		ĸey			
State	County		City	Special Dis	trict

	City	Total		City	Total	City	Total
1	Omaha, NE	20.50%	50	Charlotte, NC	15.25%	101 Salt Lake City, UT	13.32%
2	Cincinnati, OH	19.30%	52	Glendale, AZ	15.17%	102 Raleigh, NC	13.25%
3	St. Louis, MO	18.93%	53	Shreveport, LA	15.05%	103 Henderson, NV	13.00%
4	Overland Park, KS	18.35%	54	Minneapolis, MN	15.03%	103 North Las Vegas, NV	13.00%
5	Memphis, TN	18.25%	55	Dallas, TX	15.00%	103 Boise, ID	13.00%
6	Seattle, WA	17.80%	55	Peoria, IL	15.00%	103 Fayetteville, NC	13.00%
7	Honolulu, HI	17.75%	55	Amarillo, TX	15.00%	103 Garland, TX	13.00%
7	Toledo, OH	17.75%	55	Corpus Christi, TX	15.00%	103 Grand Prairie, TX	13.00%
9	Columbus, OH	17.50%	55	Fort Worth, TX	15.00%	103 Plano, TX	13.00%
9	San Antonio, TX	17.50%	55	Irving, TX	15.00%	103 Riverside, CA	13.00%
9	El Paso, TX	17.50%	55	Montgomery, AL	15.00%	103 Moreno Valley, CA	13.00%
9	Baltimore, MD	17.50%	55	Fort Wayne, IN	15.00%	103 St. Petersburg, FL	13.00%
9	Cleveland, OH	17.50%	55	Norfolk, VA	15.00%	103 Fort Lauderdale, FL	13.00%
9	Birmingham, AL	17.50%	55	Brownsville, TX	15.00%	103 Pembroke Pines, FL	13.00%
15	Milwaukee, WI	17.40%	65	Yonkers, NY	14.88%	103 Winston-Salem, NC	13.00%
16	Chicago, IL	17.39%	66	New York, NY	14.75%	103 Rancho Cucamonga, CA	13.00%
17	•	17.35%	66	Ontario, CA	14.75%	117 Greensboro, NC	12.75%
18	Knoxville, TN	17.25%	68	Little Rock, AR	14.63%	118 Phoenix, AZ	12.57%
18	Chattanooga, TN	17.25%	69	Augusta, GA	14.50%	119 Tampa, FL	12.50%
20	Indianapolis, IN	17.00%		Worcester, MA	14.45%	119 Tallahassee, FL	12.50%
20	Houston, TX	17.00%	71	Mesa, AZ	14.27%	119 Orlando, FL	12.50%
20	Anaheim, CA	17.00%	72	Laredo, TX	14.25%	119 San Diego, CA	12.50%
20	Garden Grove, CA	17.00%	73	Oklahoma City, OK	14.13%	119 Oceanside, CA	12.50%
20	Arlington, TX	17.00%	74	Spokane, WA	14.10%	124 Tucson, AZ	12.05%
20	Austin, TX	17.00%	75	Tempe, AZ	14.07%	125 Anchorage, AK	12.00%
20	Columbus, GA	17.00%	76	Pittsburgh, PA	14.00%	125 Jackson, MS	12.00%
27	Boston, MA	16.95%	76	Jersey City, NJ	14.00%	125 Aurora, CO	12.00%
28	Atlanta, GA	16.90%	76	Detroit, MI	14.00%	125 Des Moines, IA	12.00%
29	San Francisco, CA	16.50%	76	Newport News, VA	14.00%	125 Santa Clarita, CA	12.00%
29	Virginia Beach, VA	16.50%	76	Oakland, CA	14.00%	125 Bakersfield, CA	12.00%
31	Sacramento, CA	16.45%	76	Rochester, NY	14.00%	125 Glendale, CA	12.00%
32	Wichita, KS	16.25%	76	San Jose, CA	14.00%	125 Stockton, CA	12.00%
32	Lincoln, NE	16.25%	76	Chesapeake, VA	14.00%	125 Oxnard, CA	12.00%
32	Nashville, TN	16.25%	76	Hialeah, FL	14.00%	125 Port St. Lucie, FL	12.00%
35	New Orleans, LA	16.20%	76	Miami, FL	14.00%	135 Chandler, AZ	11.67%
36	Louisville, KY	16.07%	76	Huntington Beach, CA	14.00%	136 Gilbert, AZ	11.57%
37	Portland, OR	16.00%	76	Fresno, CA	14.00%	137 Tacoma, WA	11.50%
37	Long Beach, CA	16.00%	76	Richmond, VA	14.00%	137 Cape Coral, FL	11.50%
39	Baton Rouge, LA	15.95%	76	Mobile, AL	14.00%	139 Grand Rapids, MI	11.00%
39	Washington, DC	15.95%	76	Santa Rosa, CA	14.00%	139 Santa Ana, CA	11.00%
41	Saint Paul, MN	15.88%	76	Providence, RI	14.00%	141 Vancouver, WA	10.50%
42	Denver, CO	15.75%	76	Newark, NJ	14.00%	142 Colorado Springs, CO	10.20%
43	Springfield, MO	15.60%	93	Scottsdale, AZ	13.97%	143 Chula Vista, CA	10.00%
44	Lexington, KY	15.50%	94	Buffalo, NY	13.75%	143 Fremont, CA	10.00%
44	Los Angeles, CA	15.50%	95	Albuquerque, NM	13.62%	143 Irvine, CA	10.00%
44	Madison, WI	15.50%	96	Tulsa, OK	13.52%	143 San Bernardino, CA	10.00%
44	Philadelphia, PA	15.50%	97	Reno, NV	13.51%	143 Sioux Falls, SD	10.00%
44	Huntsville, AL	15.50%	98	Durham, NC	13.50%	148 Aurora, IL	9.00%
44	Lubbock, TX	15.50%	98	Jacksonville, FL	13.50%	148 Modesto, CA	9.00%
50	Akron, OH	15.25%	100	Las Vegas, NV	13.38%	150 Fontana, CA	8.00%
*Th	ese percentages do not inclu	ude excise taxes on hotels			-		

Tax Rates in Top 150 Urban Centers 2024

			rax kat	es in To	<u> </u>	ban Cen	iters 2024
City	ST	State	County	City	Special Districts	Total	Notes
Akron, OH	ОН	5.75%	6.50%	3.00%		15.25%	
Albuquerque, NM	NM	4.88%	1.31%	6.44%	1.00%	13.62%	Albuquerque Hospitality Fee Assessment
Amarillo, TX	TX	6.00%		7.00%	2.00%	15.00%	Amarillo-Potter Texas Events Venue Assessment
Anaheim, CA	CA			15.00%	2.00%	17.00%	Anaheim Tourism Improvement District
Anchorage, AK	AK			12.00%		12.00%	
Arlington, TX	TX	6.00%		9.00%	2.00%	17.00%	Arlington TPID Assessment
Atlanta, GA	GA	4.00%	3.00%	9.90%		16.90%	\$5 per night excise tax
lugusta, GA	GA	4.00%		10.50%		14.50%	\$5 per night excise tax
Aurora, CO	CO	2.90%		8.00%	1.10%	12.00%	Aurora CD and RTD; Maximum rate amongst 3 counties
urora, IL	IL	6.00%		3.00%		9.00%	
ustin, TX	TX	6.00%		11.00%		17.00%	
akersfield, CA	CA			12.00%		12.00%	
altimore, MD	MD	6.00%		9.50%	2.00%	17.50%	Baltimore TID Assessment
aton Rouge, LA	LA	4.45%		11.50%		15.95%	
irmingham, AL	AL	4.00%	7.00%	6.50%		17.50%	\$3 per night Room Fee
oise, ID	ID	8.00%		5.00%		13.00%	
oston, MA	MA	5.70%		9.25%	2.00%	16.95%	Tourism Destination Marketing District
rownsville, TX	TX	6.00%	2.00%	7.00%		15.00%	J
Suffalo, NY	NY	4.00%	9.75%			13.75%	
Cape Coral, FL	FL	6.00%	5.50%			11.50%	
Chandler, AZ	AZ	5.50%	1.77%	4.40%		11.67%	
Charlotte, NC	NC	4.75%	10.50%	1. 1070		15.25%	Transit County Sales and Use Tax
hattanooga, TN	TN	7.00%	6.25%	4.00%		17.25%	Transit county bales and ose rax
Chesapeake, VA	VA	4.30%	0.2370	9.70%		14.00%	\$1 per night excise tax
Chicago, IL	IL	6.00%	1.00%	4.50%	5.89%	17.39%	ISFA, MPEA Assessment
Chula Vista, CA	CA	0.0070	1.0070	10.00%	3.0370	10.00%	ISI A, IVII EA ASSESSMENT
incinnati, OH	OH	5.75%	9.55%	4.00%		19.30%	
Eleveland, OH	ОН	5.75%	8.75%	3.00%		17.50%	
Colorado Springs, CO	СО	2.90%	1.23%	5.07%	1.00%	10.20%	PPRTA Assessment
	GA	4.00%	1.23/0		1.0076	17.00%	\$5 per night excise tax
Columbus, GA	OH	5.75%	6.65%	13.00%		17.00%	\$3 per flight excise tax
Columbus, OH			0.03%	5.10%			
Corpus Christi, TX	TX	6.00%		9.00%		15.00%	TDID D. II. A.
Dallas, TX	TX	6.00%		9.00%	2.100/	15.00%	TPID Dallas Assessment
Denver, CO	CO	2.90%		10.75%	2.10%	15.75%	Denver CD and RTD Assessment, TPID Tax
Des Moines, IA	IA	5.00%		7.00%		12.00%	
Detroit, MI	MI	6.00%		6.00%	2.00%	14.00%	6.0% City Rate (160+ Room Hotels Only), CTM Fee
ourham, NC	NC	4.75%	8.75%			13.50%	
l Paso, TX	TX	6.00%	2.50%	9.00%		17.50%	
ayetteville, NC	NC	4.75%	8.25%			13.00%	
ontana, CA	CA			8.00%		8.00%	
ort Lauderdale, FL	FL	6.00%	7.00%			13.00%	
ort Wayne, IN	IN	7.00%	8.00%			15.00%	
ort Worth, TX	TX	6.00%		9.00%		15.00%	
remont, CA	CA			10.00%		10.00%	
resno, CA	CA			12.00%	2.00%	14.00%	TBID Assessment
iarden Grove, CA	CA			14.50%	2.50%	17.00%	Garden Grove Tourism Improvement District Assessment
iarland, TX	TX	6.00%		7.00%		13.00%	
iilbert, AZ	AZ	5.50%	1.77%	4.30%		11.57%	
Glendale, AZ	AZ	5.50%	1.77%	7.90%		15.17%	
Glendale, CA	CA			12.00%		12.00%	

Tax Rates in Top 150 Urban Centers 2024 - Continued

City	ST	State	County	City	Special Districts	Total	Notes
Grand Prairie, TX	TX	6.00%		7.00%		13.00%	
Grand Rapids, MI	MI	6.00%	5.00%			11.00%	
Greensboro, NC	NC	4.75%	5.00%	3.00%		12.75%	
Henderson, NV	NV	3.38%		9.63%		13.00%	
Hialeah, FL	FL	6.00%	8.00%			14.00%	
Honolulu, HI	HI	14.25%	3.00%	0.50%		17.75%	
Houston, TX	TX	6.00%	2.00%	7.00%	2.00%	17.00%	Harris County Sports Authority Assessment
Huntington Beach, CA	CA			10.00%	4.00%	14.00%	TBID Assessment
Huntsville, AL	AL	4.00%	2.50%	9.00%		15.50%	\$2 per night city excise tax, Alabama Mountain Lakes
Indianapolis, IN	IN	7.00%		10.00%		17.00%	
Irvine, CA	CA			8.00%	2.00%	10.00%	Irvine Hotel Improvement District Assessment
Irving, TX	TX	6.00%		9.00%		15.00%	
Jackson, MS	MS	7.00%		4.00%	1.00%	12.00%	\$0.75 per night Jackson Occupancy Tax, Jackson CVB Tax
Jacksonville, FL	FL	6.00%	7.50%			13.50%	
Jersey City, NJ	NJ	7.63%		6.00%		13.63%	
Kansas City, MO	MO	4.23%	1.38%	10.75%	1.00%	17.35%	\$3.00 per night KC Downtown Arena Fee, KC Downtown Hotel CID
Knoxville, TN	TN	7.00%	7.25%	3.00%		17.25%	
Laredo, TX	TX	6.00%	1.00%	7.00%	0.25%	14.25%	Laredo CTD Assessment
Las Vegas, NV	NV	3.38%		10.01%		13.38%	
Lexington, KY	KY	7.00%		8.50%		15.50%	
Lincoln, NE	NE	6.50%	4.00%	5.75%		16.25%	
Little Rock, AR	AR	8.50%	1.00%	5.13%		14.63%	
Long Beach, CA	CA	0.5070	1.0070	13.00%	3.00%	16.00%	Long Beach TBIA Assessment
Los Angeles, CA	CA			14.00%	1.50%	15.50%	LA TMD Assessment
Louisville, KY	KY	7.00%		9.07%	1.5070	16.07%	2 (This) issessment
Lubbock, TX	TX	6.00%	2.50%	7.00%		15.50%	
Madison, WI	WI	5.00%	0.50%	10.00%		15.50%	
Memphis, TN	TN	7.00%	7.25%	4.00%		18.25%	\$2 Memphis Tourism Improvement District Assessment
Mesa, AZ	AZ	5.50%	1.77%	7.00%		14.27%	#2 Memphis Tourish improvement District Assessment
Miami, FL	FL	6.00%	8.00%	7.0076		14.00%	
Milwaukee, WI	WI	5.00%	3.40%	9.00%		17.40%	
		6.88%	0.65%	7.50%		15.03%	
Minneapolis, MN	MN	4.00%	2.00%	8.00%		14.00%	
Mobile, AL	AL	4.00%	2.00%				
Modesto, CA	CA	4.000/		9.00%		9.00%	42.25 M
Montgomery, AL	AL	4.00%		11.00%		15.00%	\$2.25 Montgomery County Room Fee
Moreno Valley, CA	CA	7.000/		13.00%		13.00%	
Nashville, TN	TN	7.00%		9.25%		16.25%	Additional \$2.50 per night city hotel excise tax
New Orleans, LA	LA	4.45%	5.00%	5.00%	1.75%	16.20%	TSA, \$1.50-\$3 Excise Tax (dependent on hotel size)
New York, NY	NY	4.00%		10.38%	0.38%	14.75%	MCTD, \$1.50 state excise; \$0.50-\$2.00 city excise tax.
Newark, NJ	NJ	7.63%		6.00%		13.63%	
Newport News, VA	VA	4.30%		9.70%		14.00%	Additional \$1.00 per night excise tax
Norfolk, VA	VA	4.30%		10.70%		15.00%	Additional \$3.00 per night excise tax
North Las Vegas, NV	NV	3.38%		9.63%		13.00%	
Oakland, CA	CA			14.00%		14.00%	
Oceanside, CA	CA			10.00%	2.50%	12.50%	OTMD Assessment
Oklahoma City, OK	OK	4.50%		9.63%		14.13%	
Omaha, NE	NE	6.50%	4.00%	7.00%	3.00%	20.50%	Enhanced Employment Area Assessment
Ontario, CA	CA			11.75%	3.00%	14.75%	Greater Ontario TMD Assessment
Orlando, FL	FL	6.00%	6.50%			12.50%	
Overland Park, KS	KS	6.50%	1.48%	10.38%		18.35%	

Tax Rates in Top 150 Urban Centers 2024 - Continued

City	ST	State	County	City	Special Districts	Total	Notes
Oxnard, CA	CA			10.00%	2.00%	12.00%	Ventura-Oxnard-Camarillo TBID Assessment
Pembroke Pines, FL	FL	6.00%	7.00%			13.00%	
Peoria, IL	IL	6.00%		8.00%	1.00%	15.00%	Business Development District Tax
Philadelphia, PA	PA	6.00%		9.50%		15.50%	
Phoenix, AZ	ΑZ	5.50%	1.77%	5.30%		12.57%	
Pittsburgh, PA	PA	6.00%	8.00%			14.00%	
Plano, TX	TX	6.00%		7.00%		13.00%	
Port St. Lucie, FL	FL	6.00%	6.00%			12.00%	
Portland, OR	OR	1.50%	5.50%	6.00%	3.00%	16.00%	Portland Tourism Improvement District Assessment
Providence, RI	RI	13.00%		1.00%		14.00%	
Raleigh, NC	NC	4.75%	8.50%			13.25%	
Rancho Cucamonga, CA	CA			10.00%	3.00%	13.00%	Greater Ontario TMD Assessment
Reno, NV	NV	3.38%	9.63%	0.50%		13.51%	\$3 per night excise on downtown hotels with gaming
Richmond, VA	VA	4.30%		9.70%		14.00%	
Riverside, CA	CA			13.00%		13.00%	
Rochester, NY	NY	4.00%	10.00%			14.00%	
Sacramento, CA	CA			12.00%	4.45%	16.45%	STMD Downtown Sacramento Assessment
Saint Paul, MN	MN	6.88%	0.50%	8.50%		15.88%	
Salt Lake City, UT	UT	5.17%	7.15%	1.00%		13.32%	
San Antonio, TX	TX	6.00%	1.75%	9.00%	0.75%	17.50%	San Antonio ATD and MTA Assessment
San Bernardino, CA	CA			10.00%		10.00%	
San Diego, CA	CA			10.50%	2.00%	12.50%	TMD Assessment
San Francisco, CA	CA			14.00%	2.50%	16.50%	TID, Moscone Expansion District Assessment
San Jose, CA	CA			10.00%	4.00%	14.00%	CCFD Assessment, additional \$3 per night excise tax
Santa Ana, CA	CA			11.00%		11.00%	
Santa Clarita, CA	CA			10.00%	2.00%	12.00%	Santa Clarita TMD Assessment
Santa Rosa, CA	CA			9.00%	5.00%	14.00%	Sonoma County BIA Assessment
Scottsdale, AZ	AZ	5.50%	1.77%	6.70%		13.97%	
Seattle, WA	WA	6.50%	2.00%	7.00%	2.30%	17.80%	\$2 per night excise tax on hotels with more than 60 rooms
Shreveport, LA	LA	4.45%	6.00%	4.60%		15.05%	
Sioux Falls, SD	SD	6.00%		4.00%		10.00%	\$2 BID Occupational Tax
Spokane, WA	WA	6.50%	4.30%	3.30%		14.10%	\$5 TPA Assessment
Springfield, MO	MO	4.23%	1.75%	7.13%	2.50%	15.60%	College Station, Downtown Springfield Taxing District
St. Louis, MO	MO	4.23%		12.70%	2.00%	18.93%	St. Louis CC Hotel CID and TDD Assessment
St. Petersburg, FL	FL	6.00%	7.00%	12.7070	2.0070	13.00%	
Stockton, CA	CA	0.0070	7.0070	8.00%	4.00%	12.00%	TBID Assessment
Tacoma, WA	WA	6.50%		5.00%	4.0070	11.50%	\$1.50 per night excise tax, GTRCCPFD Assessment
Tallahassee, FL	FL	6.00%	6.50%	3.0076		12.50%	The per hight excise tax, diffect to Assessment
Tampa, FL	FL	6.00%	6.50%			12.50%	
Tempe, AZ	AZ	5.50%	1.77%	6.80%		14.07%	
Toledo, OH	OH	5.75%	1.77%	0.00 /0		17.75%	
Tucson, AZ	AZ	5.50%	0.55%	6.00%		12.05%	Additional \$4 per night excise tax.
,							Additional \$4 per flight excise tax.
Tulsa, OK	OK	4.50%	0.37%	8.65%		13.52%	Additional \$2 per pight excise tay
Vancouver, WA	WA	6.50%	2.00%	2.00%	1 500/	10.50%	Additional \$2 per night excise tax
Virginia Beach, VA	VA	4.30%		10.70%	1.50%	16.50%	Sanbridge Special Service District Assessment
Washington, DC	DC	0.00%	4.000/	15.95%	2.750/	15.95%	TNID T
Wichita, KS	KS	6.50%	1.00%	6.00%	2.75%	16.25%	TBID Tourism Fee
Winston-Salem, NC	NC	4.75%	8.25%			13.00%	
Worcester, MA	MA	5.70%		8.75%		14.45%	
Yonkers, NY	NY	4.00%	3.00%	7.50%	0.38%	14.88%	Yonkers MTA Assessment

City Lodging Tax Revenue

The following tables describe the lodging tax revenue that the 150 most populous cities collected from lodging taxes. Unless otherwise noted, the tax rate and revenue listed only pertains to the <u>citywide</u> lodging tax and <u>excludes</u> special district or city sales taxes. Unlike most lodging tax revenues, sales tax revenues typically flow to general government funds and are not separately reported for the lodging sector.

Consequently, the revenue figures presented for comparable cities can diverge greatly. For example, a city in California with an average lodging tax rate will show greater revenue year over year than a similar city in Nevada, where taxes are levied primarily at the state and special district level. For individual cities, revenues are reported from consistent sources each year.

In some states and cities, lodging taxes are imposed by the county rather than city level. For example, cities in Florida, Indiana, and parts of New York do not levy municipal lodging taxes. In such cases, we list county lodging tax revenues. Year-over-year revenue changes may reflect tax rate changes and underlying changes in taxable receipts for lodging.

Reported Lodging Tax Revenues in Top 150 Urban Centers (\$ Millions)

							,
City	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Notes
² Akron, OH	NA	NA	NA	NA	NA	NA	
Albuquerque, NM	\$17.2	\$13.1	\$9.9	\$17.0	\$18.0	\$18.6	
Amarillo, TX	\$8.6	\$6.4	\$8.8	\$10.5	\$9.2	\$8.0	
Anaheim, CA	\$193.0	\$144.5	\$33.5	\$184.3	\$224.4	\$240.5	
Anchorage, AK	\$37.2	\$15.5	\$33.5	\$41.6	\$44.8	\$47.8	
Arlington, TX	\$14.9	\$9.5	\$11.5	\$19.6	\$14.6	\$15.0	
Atlanta, GA	\$101.5	\$64.0	\$30.7	\$85.3	\$95.6	\$100.5	
² Augusta, GA	\$7.4	\$4.5	\$6.4	\$7.4	\$7.8		
Aurora, CO	\$19.0	\$9.0	\$14.0	\$18.9	\$19.9	\$19.0	
² Aurora, IL	\$0.6	\$0.3	\$0.5	\$0.6	\$0.6	\$0.6	
Austin, TX	\$133.2	\$84.0	\$80.4	\$150.6	\$162.6	\$155.7	
² Bakersfield, CA	\$11.9	\$10.5	\$10.0	\$12.0	\$11.1		
Baltimore, MD	\$41.2	\$39.6	\$13.3	\$29.0	\$30.4	\$34.9	
¹ Baton Rouge, LA	\$2.7	\$1.7	\$2.8	\$2.9	\$2.9	\$1.7	Combined City-Parish revenue
Birmingham, AL	\$10.8	\$9.4	\$3.6	\$4.5	\$4.9	\$5.3	
¹ Boise, ID	\$10.0	\$6.5	\$9.3	\$10.9	\$11.0	\$11.1	Auditorium District tax only
Boston, MA	\$119.9	\$116.9	\$17.5	\$78.6	\$129.3	\$140.5	· ·
Brownsville, TX	\$1.7	\$1.8	\$1.5	\$1.6	\$1.9	\$1.9	
² Buffalo, NY	NA	NA	NA	NA	NA	NA	
¹ Cape Coral, FL	\$50.1	\$45.4	\$53.0	\$69.5	\$42.7	\$32.9	Includes all of Lee County
Chandler, AZ	\$4.9	\$4.2	\$3.6	\$6.2	\$6.8	\$6.6	,
Charlotte, NC	\$71.1	\$52.7	\$32.9	\$61.0	\$75.1	\$75.7	
Chattanooga, TN	\$9.0	\$7.4	\$6.3	\$9.0	\$9.0	\$8.8	
Chesapeake, VA	\$7.7	\$7.2	\$7.2	\$8.0	\$8.7	\$8.7	
Chicago, IL	\$159.3	\$30.2	\$73.6	\$124.5	\$134.7	\$143.9	
Chula Vista, CA	\$5.4	\$5.3	\$5.9	\$7.7	\$8.8	\$8.1	
Cincinnati, OH	\$4.9	\$4.5	\$1.1	\$2.9	\$4.1	\$5.4	
Cleveland, OH	\$8.4	\$3.0	\$5.5	\$6.9	\$7.1	\$7.9	
Colorado Springs, CO	\$9.0	\$5.4	\$9.6	\$10.2	\$10.9	\$9.9	
Columbus, GA	\$6.3	\$5.1	\$4.3	\$6.3	\$7.1	\$7.1	
Columbus, OH	\$28.3	\$11.9	\$17.9	\$24.3	\$26.5	\$28.1	
Corpus Christi, TX	\$22.8	\$19.7	\$24.6	\$24.5	\$24.8	\$22.1	
Dallas, TX	\$80.8	\$49.0	\$45.4	\$73.3	\$103.6	\$106.3	
Denver, CO	\$159.8	\$55.5	\$102.0	\$143.9	\$153.6	\$145.4	
Des Moines, IA	\$8.6	\$7.3	\$4.5	\$7.9	\$8.7	\$10.0	
Detroit, MI	\$33.4	\$17.8	\$11.0	\$24.4	\$28.0	\$27.5	Includes Multi-county convention tax
Durham, NC	\$3.7	\$3.4	\$1.9	\$3.0	\$3.4	\$3.2	,
El Paso, TX	\$18.3	\$13.7	\$14.8	\$18.7	\$21.6	\$19.4	
¹ Fayetteville, NC	NA	NA	NA	NA	NA	NA	Includes all of Cumberland County
Fontana, CA	\$1.3	\$1.1	\$1.3	\$1.4	\$1.3	\$1.1	•
1 Fort Lauderdale, FL	\$104.9	\$81.0	\$80.1	\$127.0	\$120.0	\$99.4	Includes all of Broward County
Fort Wayne, IN	\$5.6	\$3.4	\$4.3	\$5.3	\$5.3	\$5.1	,
Fort Worth, TX	\$36.8	\$27.5	\$29.8	\$45.0	\$53.8	\$58.0	
Fremont, CA	\$9.9	\$7.0	\$3.2	\$4.9	\$6.0	\$5.9	
Fresno, CA	\$16.7	\$14.7	\$14.1	\$15.8	\$16.5	\$15.2	
Garden Grove, CA	\$31.3	\$21.5	\$8.0	\$25.5	\$28.0	\$27.7	
Garland, TX	\$1.8	\$1.5	\$1.6	\$1.7	\$1.7	\$1.7	
Gilbert, AZ	\$0.9	\$1.0	\$1.7	\$1.9	\$1.8	\$1.6	
² Glendale, AZ	NA	NA	NA	NA	NA	NA	
Glendale, CA	\$8.9	\$6.9	\$4.6	\$8.6	\$9.2	\$9.9	
1 Data not reported at City I		70.5	7 1.0	70.0	73.2	75.5	

¹ Data not reported at City Level

^{2 2024} data yet to be released

Reported Lodging Tax Revenues in Top 150 Urban Centers (\$ Millions) - Continued

City	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Notes
Grand Prairie, TX	\$2.7	\$2.1	\$2.7	\$3.7	\$4.0	\$4.5	
¹ Grand Rapids, MI	\$13.9	\$6.1	\$10.1	\$13.0	\$10.3	\$13.8	Includes all of Kent County
Greensboro, NC	\$5.6	\$4.2	\$3.3	\$5.0	\$5.9	\$5.7	
Henderson, NV	\$4.5	\$3.9	\$3.0	\$3.3	\$5.4	\$5.8	
Hialeah, FL	\$56.6	\$47.3	\$33.4	\$46.6	\$47.9	\$51.0	Includes all of Miami-Dade County
Honolulu, HI	NA	NA	NA	NA	NA	NA	State collects and reports tax
Houston, TX	\$102.6	\$79.3	\$53.4	\$85.9	\$104.9	\$103.3	
Huntington Beach, CA	\$16.7	\$11.3	\$11.7	\$16.4	\$17.3	\$16.9	
Huntsville, AL	\$17.0	\$12.4	\$14.8	\$17.3	\$19.6	\$19.2	
Indianapolis, IN	\$70.4	\$57.9	\$30.4	\$56.0	\$63.7	\$72.3	Includes all of Marion County
Irvine, CA	\$19.6	\$14.6	\$6.5	\$14.3	\$21.2	\$18.8	
Irving, TX	\$33.0	\$19.2	\$17.5	\$27.7	\$30.7	\$31.1	
Jackson, MS	\$5.6	\$5.0	\$4.5	\$5.0	\$4.4	\$4.3	
Jacksonville, FL	\$20.7	\$16.2	\$11.8	\$20.8	\$32.4	\$30.6	Includes all of Duval County
Jersey City, NJ	\$11.8	\$3.3	\$3.8	\$9.2	\$10.6	\$11.2	
Kansas City, MO	\$28.0	\$27.1	\$16.2	\$27.5	\$30.0	\$28.4	
Knoxville, TN	\$6.1	\$5.2	\$4.6	\$6.7	\$7.0	\$9.6	
Laredo, TX	\$5.0	\$3.6	\$3.6	\$5.0	\$5.0	\$5.2	
Las Vegas, NV	\$1,011.6	\$773.9	\$376.3	\$873.9	\$1,004.5	\$1,054.8	State and all collecting entities
Lexington, KY	NA	NA	NA	NA	NA	NA	Ç
Lincoln, NE	\$4.1	\$2.0	\$4.0	\$4.4	\$4.7	\$4.3	
Little Rock, AR	NA	NA	NA	NA	NA	NA	
Long Beach, CA	\$34.3	\$24.6	\$22.9	\$34.3	\$38.6	\$38.4	
Los Angeles, CA	\$427.1	\$307.0	\$129.4	\$282.7	\$360.7	\$240.5	
Louisville, KY	\$46.2	\$37.2	\$16.5	\$38.5	\$44.9	\$45.9	Includes all of Jefferson County
Lubbock, TX	\$9.4	\$7.0	\$8.4	\$9.6	\$9.8	\$9.6	,
Madison, WI	\$22.6	\$10.6	\$15.1	\$19.4	\$21.0	\$21.8	
Memphis, TN	\$22.6	\$16.0	\$12.8	\$17.8	\$18.9	\$17.1	
Mesa, AZ	\$3.9	\$3.0	\$4.5	\$6.7	\$7.3	\$6.6	
Miami, FL	\$56.6	\$47.3	\$33.4	\$46.6	\$47.9	\$51.0	Includes all of Miami-Dade County
Milwaukee, WI	\$18.8	\$6.0	\$13.2	\$16.2	\$18.1	\$19.2	
Minneapolis, MN	\$9.9	\$3.1	7	NA	NA	NA	
Mobile, AL	\$8.4	\$6.4	\$8.9	\$9.9	\$9.8	\$9.4	
Modesto, CA	\$3.5	\$3.2	\$3.2	\$3.8	\$3.5	\$3.3	
Montgomery, AL	\$14.6	\$10.5	\$11.3	\$14.1	\$14.9	\$15.7	
Moreno Valley, CA	\$2.9	\$3.2	\$4.1	\$4.9	\$4.8	\$4.2	
Nashville, TN	\$128.2	\$95.0	\$59.7	\$140.2	\$159.8	\$153.4	
New Orleans, LA	\$26.6	\$8.9	\$16.0	\$25.4	\$25.0	\$26.5	From city-retained 1.5%
New York, NY	\$755.7	\$567.2	\$119.7	\$369.3	\$662.2	\$704.3	
Newark, NJ	\$10.1	\$307.2	\$3.8	\$5.8	\$7.8	Ţ, υ 1 .υ	
Newport News, VA	\$5.5	\$4.6	\$4.3	\$5.6	\$5.7	\$5.5	
Norfolk, VA	\$14.1	\$12.1	\$11.9	\$15.1	\$16.2	\$15.9	
North Las Vegas, NV	\$1.0	\$0.8	\$0.6	\$0.8	\$1.1	\$13.9	
Oakland, CA	\$39.3	\$0.8	\$15.2	\$22.1	\$25.7	\$1.1	
Oceanside, CA	\$10.1	\$29.3	\$10.4	\$15.5	\$16.4	\$23.4	
Oklahoma City, OK	\$10.1	\$14.6	\$10.4	\$15.5	\$18.7	\$17.4	
Omaha, NE		\$14.6	\$13.4			\$10.0	
Offidia, NE	\$12.1			\$15.7 \$17.1	\$14.7 \$17.0	¢16 1	
Ontario, CA	\$17.8	\$14.3	\$11.9	\$17.1	\$17.0	\$16.1	Includes all of Corner Count
Oriando, i L	\$336.7	\$243.5	\$153.3	\$329.8	\$360.4	\$347.0	Includes all of Orange County
Overland Park, KS	\$12.2	\$5.4	\$7.6	\$10.1	\$11.6	\$11.6	

¹ Data not reported at City Level

^{2 2024} data yet to be released

Reported Lodging Tax Revenues in Top 150 Urban Centers (\$ Millions) – Continued

Oxnard, CA \$6.6 \$5.1 \$4.8 \$5.3 \$5.3 \$5.2 \$1 Pembroke Pines, FL \$104.9 \$81.0 \$80.1 \$127.0 \$120.0 \$99.4 Includes all of Broward Coupering, IL \$13.3 \$10.0 \$9.9 \$9.5 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.8 \$12.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0 \$11.0	
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Santa Rosa, CA \$6.6 \$5.7 \$4.1 \$6.1 \$6.6 \$6.7	
Scottsdale, AZ \$26.7 \$22.1 \$20.3 \$33.2 \$36.5 \$33.6	
Seattle, WA \$110.1 \$25.1 \$51.4 \$80.8 \$83.4 \$90.8	a a Danis ala
¹ Shreveport, LA \$5.9 \$4.8 \$4.7 \$6.5 \$6.2 \$6.2 Includes all of Caddo-Bossi	er Parish
Sioux Falls, SD \$3.6 \$2.6 \$3.5 \$3.5	
¹ Spokane, WA \$5.5 \$2.4 \$4.2 \$5.5 \$5.1 2% state-shared only	
Springfield, MO \$6.9 \$5.2 \$5.3 \$6.9 \$6.8 \$7.0	
3t. Louis, MO \$11.3 \$10.6 \$3.7 \$3.5 \$11.6 \$10.6 \$3.5% convention & sports to	-
¹ St. Petersburg, FL NA NA \$72.8 \$96.8 \$97.6 \$94.7 Includes all of Pinellas Cou	nty
Stockton, CA \$4.0 \$3.3 \$3.2 \$3.8 \$3.4 \$3.4	
¹ Tacoma, WA \$6.1 \$3.3 \$4.2 \$5.7 \$5.0 Includes State-shared and I	ocal tax
Tallahassee, FL \$8.4 \$6.5 \$5.0 \$8.1 \$8.5 \$8.7 Includes all of Leon County	_
¹ Tampa, FL \$41.1 \$39.7 \$34.0 \$58.7 \$65.0 Includes all of Hillsborough	County
Tempe, AZ \$9.7 \$8.6 \$6.1 \$11.2 \$13.2 \$13.3	
Toledo, On 59.7 NA NA NA INCludes all Of Euclas County	
Tucson, AZ \$24.5 \$20.9 \$16.9 \$26.6 \$22.7 \$26.3	
Tulsa, OK \$9.4 \$7.3 \$6.4 \$9.1 \$9.4 \$9.5	1.007
¹ Vancouver, WA NA \$1.8 \$2.5 \$3.1 \$3.7 \$3.6 Includes 2% state-shared at	nd 2%
Virginia Beach, VA \$44.3 \$38.5 \$41.4 \$50.2 \$51.8 \$50.6	
Washington, DC NA NA NA \$257.6 \$350.3 \$384.7	
Wichita, KS \$13.2 \$9.1 \$9.6 \$12.5 \$9.6 \$9.6	
Winston-Salem, NC \$1.1 \$0.9 \$0.6 \$1.0 \$1.1 \$1.1	
Worcester, MA \$3.9 \$3.5 \$6.8 \$4.5 \$4.6 \$4.9	
¹ Yonkers, NY \$1.2 \$1.0 \$0.8 \$1.0 \$1.2 \$1.2 Includes all of Westchester	

¹ Data not reported at City Level

^{2 2024} data yet to be released

Excise Taxes

In addition to percentage taxes on gross room revenues, some hotels are subject to excise taxes on lodging transactions and may be charged a flat fee per room night. Excise taxes tend to be less volatile because they only depend on occupancy and are not subject to room price variations. However, excise taxes do not grow with inflation or room rate increases.

Hotels in 22 cities are subject to a state, city-wide, or special district excise tax. Excise taxes range from \$0.75 to \$5.00 per room night, with an average of \$2.74. HVS calculated each city's excise tax as a percentage of its per diem rate (in fiscal year 2024 dollars) to estimate effective tax rates. A city's effective rate indicates the average rate a person pays if the excise tax were included as a percentage of the total sale price. For this example, HVS used the per diem rates set by the General Services Administration (GSA). The per diem rates set by the GSA are usually lower than the average daily rates at hotels in the specified areas. The chart below is for illustrative purposes only.

On average, every dollar charged in excise tax is roughly equivalent to an ad valorem tax increase of 2.04% for 2024.

Selected Effective Rates of Excise Taxes

				Rate	Effective
City	Excise Tax Amount	2024	Estimated	without	Rate with
		Per Diem	%	Excise Tax	
Columbus, GA	\$5.00	\$107	4.67%	17.00%	21.67%
Atlanta, GA	\$5.00	\$186	2.69%	16.90%	19.59%
Augusta, GA	\$5.00	\$117	4.27%	14.50%	18.77%
Tucson, AZ	\$4.00	\$120	3.33%	12.05%	15.38%
New York, NY	\$2.00	\$242	0.83%	14.75%	15.58%
Reno, NV	\$3.00	\$139	2.16%	13.51%	15.66%
Nashville, TN	\$2.50	\$217	1.15%	16.25%	17.40%
Montgomery, AL	\$2.25	\$107	2.10%	15.00%	17.10%
Memphis, TN	\$2.00	\$123	1.63%	18.25%	19.88%
Virginia Beach, VA	\$2.00	\$167	1.20%	16.50%	17.70%
Norfolk, VA	\$3.00	\$107	2.80%	15.00%	17.80%
San Jose, CA	\$3.00	\$245	1.22%	14.00%	15.22%
Huntsville, AL	\$2.00	\$127	1.57%	15.50%	17.07%
Spokane, WA	\$5.00	\$126	3.97%	14.10%	18.07%
Sioux Falls, SD	\$2.00	\$107	1.87%	10.00%	11.87%
Vancouver, WA	\$2.00	\$167	1.20%	10.50%	11.70%
New Orleans, LA	\$3.00	\$156	1.92%	16.20%	18.12%
Kansas City, MO	\$3.00	\$135	2.22%	17.35%	19.57%
Tacoma, WA	\$1.50	\$132	1.14%	11.50%	12.64%
Newport News, VA	\$1.00	\$107	0.93%	14.00%	14.93%
Chesapeake, VA	\$1.00	\$107	0.70%	12.00%	12.70%
Jackson, MS	\$0.75	\$107	0.70%	12.00%	12.70%

Source: HVS, GSA, and Respective Jurisdictions

Airbnb Lodging Tax Collections

Short-term home rental services such as Airbnb and VRBO have grown even more popular among travelers, with Airbnb being the dominant player in the market. 2024 marked a record year for Airbnb in terms of revenue, with a total of \$11.1 billion, representing a 12% increase from 2023, which had previously set a record. This increase was primarily driven by a 10% increase in the number of bookings. Listings in North America accounted for 45% of 2024's revenue. Often referred to as part of the sharing economy, these peer-to-peer platforms enable homeowners or hosts to rent out a spare room, an entire house, or an apartment to travelers seeking unique travel experiences and accommodations. Airbnb has experienced exponential growth since its founding. In 2024, Airbnb's adjusted EBITDA rose 11% to \$4.0 billion, reflecting continued strong business performance.

In response to Airbnb's growth, cities have been compelled to address challenges stemming from the impact of short-term rentals. Residents have raised concerns over the neighborhood impacts of transient visitation. In response, many cities and states have imposed new taxes and regulations on short-term rentals.

To gain legitimacy and permanence within the United States, Airbnb has urged local governments to permit it to collect and remit lodging taxes on behalf of its hosts. In the past two years, states and cities have made considerable efforts to collect taxes from Airbnb. Most recently, starting January 1, 2025, a 4.5% short-term rental lodging tax will be imposed in Delaware on all short-term rentals, including those listed on platforms such as Airbnb. Hawaii remains the only U.S. state in which Airbnb does not collect and remit taxes on behalf of the state.

Disclaimer

HVS's lodging tax study recognizes that lodging tax rates, collections, and distributions are in constant flux. The data presented herein are HVS's best attempt to gather the most recently available information. HVS used sources deemed to be reliable and assumes that this information is accurate. All questions, comments, or concerns are welcome in the continuing process to accurately present the current and historical trends of lodging taxes in the United States.

About HVS

HVS is the world's leading consulting and valuation services organization focused on the hotel, restaurant, shared ownership, gaming, and leisure industries. Established in 1980, the company performs over 5,000 assignments annually for virtually every major industry participant. HVS principals are recognized as the leading professionals in their respective regions worldwide. Through a worldwide network of 30 offices staffed by 400 seasoned industry professionals, HVS provides an unparalleled range of complementary services for the hospitality industry. For more information about our expertise and specific services, please visit www.hvs.com.

HVS CONVENTION, SPORTS, & ENTERTAINMENT FACILITIES CONSULTING has performed hundreds of assignments around the world analyzing the feasibility of convention and conference centers, headquarters hotels, arenas, stadiums, sports complexes, performing arts facilities, hospitality developments, tourism attractions, water parks, entertainment/urban development districts, and museums. Our service delivery methods set the industry standard with techniques based on sound economics and rigorous analytical methods.

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APPENDIX A – STATE LODGING TAXES

Alabama

The State of Alabama levies a transient lodging tax on renting or furnishing any room or rooms, lodging, or accommodations to transients. The statewide transient lodging tax is 4% in all counties except the Alabama Mountain Lakes counties of Blout, Cherokee, Colbert, Cullman, DeKalb, Etowah, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, and Winston, where an additional 1% lodging tax is imposed. 50% of the 1% additional lodging tax is distributed to the Alabama Mountain Lakes Association, while the other 50% is distributed to the counties in which the tax was collected. 180 or more continuous days of occupancy and non-profit or privately operated lodging facilities for the recreation/education of students, children, or nonprofit members are exempt from the tax.

Alabama				
Year	Rate	Collections		
2024	4.00%	\$116,201,948		
2023	4.00%	114,467,353		
2022	4.00%	107,324,113		
2021	4.00%	87,457,354		
2020	4.00%	69,299,088		
2019	4.00%	81,511,676		
2018	4.00%	74,265,554		
2017	4.00%	68,995,437		
2016	4.00%	64,885,867		
2015	4.00%	60,894,942		
2014	4.00%	56,824,348		
2013	4.00%	53,703,169		
2012	4.00%	51,777,820		
2011	4.00%	49,704,019		
2010	4.00%	43,340,743		
2009	4.00%	43,754,584		
2008	4.00%	47,185,948		
2007	4.00%	44,683,652		
2006	4.00%	41,274,184		
2005	4.00%	35,634,232		
2004	4.00%	34,073,086		
2003	4.00%	31,510,872		
2002	4.00%	30,733,336		
2001	4.00%	29,158,729		

Alaska

The State of Alaska does not impose a statewide lodging tax or sales tax.

Arizona

Transient lodging in Arizona is subject to Arizona's statewide transaction privilege tax, which is similar to a general sales tax. The tax base is the gross proceeds of sales or gross income derived from the business. Exemptions are granted for non-lodging business activity or the renting of lodging to a motion picture production company. The state deducts a .065% administrative fee for the administration of the tax. The tax rate increased to 6.5% in fiscal year 2011, but has returned to 5.5% as of June 1, 2013.

	Arizon	ıa
Year	Rate	Collections
2024	5.50%	303,118,299
2023	5.50%	301,851,826
2022	5.50%	275,831,227
2021	5.50%	168,216,523
2020	5.50%	173,851,399
2019	5.50%	200,579,702
2018	5.50%	183,863,915
2017	5.50%	168,226,449
2016	5.50%	155,052,891
2015	5.50%	147,153,473
2014	5.50%	128,390,496
2013	6.50%	122,158,268
2012	6.50%	118,627,527
2011	6.50%	112,160,756
2010	5.50%	107,221,518
2009	5.50%	116,403,922
2008	5.50%	132,163,437
2007	5.50%	132,475,665
2006	5.50%	124,483,456
2005	5.50%	113,372,263
2004	5.50%	100,713,460
2003	5.50%	93,417,455
2002	5.50%	91,286,854
2001	5.50%	102,905,472

Arkansas

Arkansas' statewide sales tax applies to the furnishing of rooms to transient guests. The State also imposes a 2% tourism tax on lodging services. These taxes are in addition to local county and municipal sales taxes and transient lodging taxes. The below data pertains to collections of the 2% statewide tourism tax in calendar years. On July 1, 2013, the state sales tax increased from 6% to 6.5%.

Arkansas				
Year	Rate	Collections		
2024	2.00%	26,660,541		
2023	2.00%	25,446,892		
2022	2.00%	24,049,980		
2021	2.00%	20,544,767		
2020	2.00%	13,610,214		
2019	2.00%	17,608,562		
2018	2.00%	16,428,648		
2017	2.00%	15,897,536		
2016	2.00%	15,461,541		
2015	2.00%	14,815,702		
2014	2.00%	13,677,981		
2013	2.00%	12,716,494		
2012	2.00%	12,405,781		
2011	2.00%	12,025,504		
2010	2.00%	11,492,218		
2009	2.00%	11,378,831		
2008	2.00%	12,005,267		
2007	2.00%	11,571,123		
2006	2.00%	11,089,224		
2005	2.00%	10,177,191		

California

Local transient occupancy taxes can be imposed on hotels, motels, and other forms of transient lodging. Either a city or county (or both) may levy a tax on lodging for a period of fewer than 30 days, but the State of California does not. Incorporated cities are not subject to county lodging taxes. Special local taxing districts are permitted. Transient occupancy taxes are not levied on campgrounds and owners of time-shares. Other exceptions may be determined by local legislative bodies.

Colorado

Units rented for less than 30 consecutive days are subject to the state sales tax. Hotels are also subject to local sales taxes and local hotel taxes. The state sales tax is collected by the Colorado Department of Revenue, except for home-rule cities and counties. The state retains 2.22% of collections as a Service Fee. The below data pertains to the state sales tax rate and sales tax collections that came from lodging transactions.

	Colorado				
Year	Rate	Collections			
2024	2.90%	511,470,216			
2023	2.90%	347,944,610			
2022	2.90%	281,576,573			
2021	2.90%	205,057,347			
2020	2.90%	189,280,738			
2019	2.90%	167,474,420			
2018	2.90%	150,955,788			
2017	2.90%	132,643,506			
2016	2.90%	120,529,916			
2015	2.90%	92,553,094			
2014	2.90%	88,258,000			
2013	2.90%	81,039,000			
2012	2.90%	77,409,000			
2011	2.90%	71,189,000			
2010	2.90%	63,346,000			
2009	2.90%	66,536,000			
2008	2.90%	72,530,000			
2007	2.90%	67,693,000			
2006	2.90%	59,660,000			
2005	2.90%	54,307,000			
2004	2.90%	50,991,000			
2003	2.90%	50,514,000			

Connecticut

Connecticut applies a room occupancy tax on hotel and lodging stays of 30 days or less. The Connecticut room occupancy tax was raised from 12% to 15% on July 1, 2011. The room occupancy tax is collected by the Connecticut Department of Revenue Services.

	Connecticut				
Year	Rate	Collections			
2024	15.00%	161,705,739			
2023	15.00%	156,975,955			
2022	15.00%	136,812,983			
2021	15.00%	80,640,298			
2020	15.00%	99,916,820			
2019	15.00%	131,287,177			
2018	15.00%	129,701,359			
2017	15.00%	122,789,852			
2016	15.00%	119,741,832			
2015	15.00%	116,281,201			
2014	15.00%	105,663,996			
2013	15.00%	104,088,401			
2012	15.00%	103,965,000			
2011	12.00%	102,109,413			

Delaware

Delaware imposes an 8% accommodation tax upon every occupancy of a room or rooms in a hotel, motel or tourist home within the State. The accommodation tax is remitted to the Department of Finance. Exemptions are available for charitable, educational, or religious institutions, summer camps for children, nursing homes and hospitals, permanent residents, and employees of the U.S. government on official business.

Municipalities and counties may not impose an additional accommodation tax.

	Delawa	re
Year	Rate	Collections
2024	8.00%	18,500,000
2023	8.00%	17,900,000
2022	8.00%	16,900,000
2021	8.00%	11,700,000
2020	8.00%	12,800,000
2019	8.00%	15,800,000
2018	8.00%	14,900,000
2017	8.00%	14,800,000
2016	8.00%	13,700,000
2015	8.00%	13,100,000
2014	8.00%	12,300,000
2013	8.00%	11,900,000
2012	8.00%	11,000,000
2011	8.00%	10,300,000
2010	8.00%	10,000,000
2009	8.00%	9,800,000
2008	8.00%	11,300,000
2007	8.00%	11,400,000
2006	8.00%	10,800,000
2005	8.00%	9,900,000
2004	8.00%	10,200,000
2003	8.00%	9,100,000
2002	8.00%	8,500,000
2001	8.00%	8,700,000

Florida

Sales tax is due on rental charges or room rates paid for the right to use or occupy living or sleeping accommodations. Exemptions are granted for 6 or more months of continuous residence, full-time students enrolled in postsecondary education, and active-duty military personnel in the community under official orders. A 2.5% collection allowance is granted for the remittance of the statewide sales tax. However, the State of Florida does not provide a breakdown of sales tax revenues derived from accommodation sales.

Georgia

Georgia's statewide 4% sales tax applies to hotels. Although there is no statewide hotel tax, local municipal or county authorities can apply an excise tax to all accommodations that are regularly furnished for value for the first 10 days

of occupancy. Local authorities can choose the rate of their transient hotel tax, between 3% and 8%. Exemptions to the hotel tax are granted for those staying in a room as a result of destruction to their home or those on official government business.

Georgia				
Year	Rate	Collections		
2024	4.00%	460,324,000		
2023	4.00%	444,909,000		
2022	4.00%	374,826,000		
2021	4.00%	230,779,000		
2020	4.00%	294,899,000		
2019	4.00%	362,879,000		
2018	4.00%	330,594,000		
2017	4.00%	307,790,000		
2016	4.00%	295,999,000		
2015	4.00%	269,134,000		
2014	4.00%	239,002,000		
2013	4.00%	221,699,000		
2012	4.00%	208,044,000		
2011	4.00%	201,754,000		
2010	4.00%	181,437,000		

Hawaii

In addition to the statewide 4% general excise tax, the Transient Accommodations Tax is also levied upon the gross rental proceeds derived from the furnishing of transient accommodations for fewer than 180 days. The Transient Accommodations Tax was raised to 8.25% for FY 2010, 9.25% for FY 2011, and 10.25% in FY 2018. Hawaii's general excise tax is 4%, the rate is 4.5% in Oahu. Exemptions to the Transient Accommodations Tax are offered for health care facilities, school dormitories, nonprofit lodging, living accommodations for military personnel, renters receiving rental subsistence, renters to full-time postsecondary students, and accommodations for foreign diplomats. The data below pertains to the Transient Accommodations Tax rates and collections per calendar year.

	Hawai	i
Year	Rate	Collections
2024	10.25%	828,346,000
2023	10.25%	865,257,000
2022	10.25%	738,663,000
2021	10.25%	215,316,000
2020	10.25%	564,318,000
2019	10.25%	600,334,000
2018	10.25%	554,912,000
2017	9.25%	508,357,000
2016	9.25%	446,781,000
2015	9.25%	420,981,000
2014	9.25%	395,242,000
2013	9.25%	354,082,000
2012	9.25%	308,974,000
2011	9.25%	271,755,000
2010	8.25%	214,219,000
2009	7.25%	199,594,000
2008	7.25%	222,685,000
2007	7.25%	219,831,000
2006	7.25%	213,226,000
2005	7.25%	198,774,000
2004	7.25%	181,848,000
2003	7.25%	170,865,000

Idaho

Idaho levies a 6% statewide sales tax applied on hotels, plus an additional 2% Travel & Convention Hotel/Motel Tax on hotel or motel occupants and campground users for fewer than 30 continuous days. Local governments can also impose their own hotel taxes. Both the sales tax and the Travel and Convention Hotel/Motel Tax are remitted to the Idaho Tax Commission. The data below describes the rate and collections of the Travel and Convention Hotel/Motel Tax.

Idaho		
Year	Rate	Collections
2024	2.00%	21,966,933
2023	2.00%	21,456,167
2022	2.00%	20,706,386
2021	2.00%	14,868,097
2020	2.00%	13,160,880
2019	2.00%	13,728,386
2018	2.00%	12,576,999
2017	2.00%	11,254,262
2016	2.00%	10,052,629
2015	2.00%	8,830,333
2014	2.00%	8,112,343
2013	2.00%	7,501,871
2012	2.00%	7,084,790
2011	2.00%	6,665,722
2010	2.00%	6,276,456
2009	2.00%	6,862,000
2008	2.00%	7,378,675
2007	2.00%	6,908,518
2006	2.00%	6,290,575
2005	2.00%	5,704,999
2004	2.00%	5,315,084
2003	2.00%	5,044,435
2002	2.00%	4,912,981

Illinois

The Hotel Operators Occupation Tax is imposed on the occupation of renting, leasing, or letting rooms to persons for living quarters for periods of fewer than 30 days consecutive days. Illinois statewide sales tax is not imposed on hotels, but various county, municipal, and authority taxes are imposed on hotels. Exemptions to the Hotel Operators Occupation Tax are granted to foreign diplomats and permanent residents. Due to special district taxing, an effective rate of 6.17% is levied in the city of Chicago. Revenue reporting techniques were adjusted by the State of Illinois beginning in 2017, which accounts for the increase in lodging tax revenue.

Illinois			
Year	Rate	Collections	
2024	6.00%	477,964,365	
2023	6.00%	468,072,547	
2022	6.00%	327,705,465	
2021	6.00%	112,126,344	
2020	6.00%	379,416,883	
2019	6.00%	443,782,850	
2018	6.00%	421,310,900	
2017	6.00%	410,380,287	
2016	6.00%	263,538,007	
2015	6.00%	256,701,628	
2014	6.00%	232,368,229	
2013	6.00%	222,824,550	
2012	6.00%	209,286,338	
2011	6.00%	193,391,253	
2010	6.00%	171,019,922	
2009	6.00%	194,700,000	
2008	6.00%	219,700,000	
2007	6.00%	206,800,000	
2006	6.00%	185,000,000	
2005	6.00%	160,700,000	
2004	6.00%	156,100,000	
2003	6.00%	150,700,000	

Indiana

In addition to the 7% statewide sales tax, counties may impose a County Innkeeper Tax on the rental of rooms and accommodations for fewer than 30 days. The Indiana Department of Revenue only collects County Innkeeper Taxes for certain counties. Although the Department of Revenue reports County Innkeeper Tax revenue, it does not provide a breakdown of sales tax revenue derived from lodging sales.

Indiana		
Year	Rate	Collections
2024	7.00%	81,741,257
2023	7.00%	72,505,628
2022	7.00%	57,654,919
2021	7.00%	42,161,600
2020	7.00%	61,765,200
2019	7.00%	68,661,200
2018	7.00%	64,738,100
2017	7.00%	60,915,800
2016	7.00%	60,545,200
2015	7.00%	61,088,700
2014	7.00%	51,566,000
2013	7.00%	49,585,700
2012	7.00%	49,261,000
2011	7.00%	42,443,900

Iowa

The statewide sales tax levied on hotels and motels is 5%. Additional local hotel/motel taxes at the city and county level may be imposed on the gross receipts from the renting of sleeping rooms for 31 consecutive days or less, but hotels are not subject to local option sales taxes. Local hotel/motel taxes may not exceed 7%. Collection figures indicate sales and use tax paid by hotels and other lodging establishments.

lowa			
Year	Rate	Collections	
2024	5.00%	52,593,603	
2023	5.00%	54,870,217	
2022	5.00%	54,360,705	
2021	5.00%	46,597,611	
2020	5.00%	49,325,061	
2019	5.00%	56,643,992	
2018	5.00%	50,364,958	
2017	5.00%	48,450,514	
2016	5.00%	47,667,623	
2015	5.00%	47,099,623	
2014	5.00%	43,146,372	
2013	5.00%	44,827,957	
2012	5.00%	42,902,702	
2011	5.00%	38,521,298	
2010	5.00%	40,025,778	
2009	5.00%	34,588,556	
2008	5.00%	32,271,965	
2007	5.00%	30,174,031	
2006	5.00%	28,197,397	
2005	5.00%	26,312,120	
2004	5.00%	25,165,959	
2003	5.00%	24,537,149	
2002	5.00%	27,128,614	
2001	5.00%	24,912,799	

Kansas

The rental of sleeping rooms by a hotel is subject to the 6.50% state sales tax on the total gross receipts. Exemptions from this sales tax are granted to the federal and state government, nonprofit organizations, and volunteer fire departments. Local taxing jurisdictions can also impose an additional Transient Guest Tax. Businesses remitting the state sales tax on hotel gross receipts may keep an administrative fee of 2% Transient Guest Tax revenue. Beginning FY 2016, the state sales tax increased from 6.15% to 6.5%.

Kansas		
Year	Rate	Collections
2024	6.50%	62,872,264
2023	6.50%	59,781,952
2022	6.50%	51,430,093
2021	6.50%	32,662,414
2020	6.50%	40,865,673
2019	6.50%	48,276,241
2018	6.50%	46,665,637
2017	6.50%	45,370,808
2016	6.50%	45,631,776
2015	6.15%	40,924,227
2014	6.15%	39,185,828
2013	6.30%	37,493,386
2012	6.30%	36,454,102
2011	6.30%	32,825,094
2010	6.30%	24,876,582
2009	6.30%	26,976,527
2008	6.30%	28,562,931
2007	6.30%	26,592,032
2006	6.30%	24,306,886
2005	6.30%	22,199,803
2004	6.30%	21,814,115
2003	6.30%	19,269,441

Kentucky

All hotel rentals are subject to the statewide 6% sales tax and a 1% transient room tax. Local governing bodies may establish an additional transient room tax for rentals of 30 days or less. The data below pertains only to the 1% transient room tax.

Kentucky		
Year	Rate	Collections
2024	1.00%	19,385,000
2023	1.00%	20,291,000
2022	1.00%	17,531,000
2021	1.00%	10,466,000
2020	1.00%	12,349,000
2019	1.00%	15,078,000
2018	1.00%	13,491,000
2017	1.00%	12,686,000
2016	1.00%	12,528,000
2015	1.00%	12,393,000
2014	1.00%	10,373,498
2013	1.00%	9,800,144
2012	1.00%	9,270,886
2011	1.00%	8,949,223
2010	1.00%	8,187,581
2009	1.00%	8,638,454
2008	1.00%	8,786,179
2007	1.00%	8,271,470
2006	1.00%	7,526,491

Louisiana

The furnishing of rooms by hotels is subject to the 4.45% statewide sales tax. Localities can also impose hotel occupancy taxes at the county, city, and authority level. The State also imposes a 4% hotel occupancy tax in the Louisiana Stadium District (Orleans and Jefferson Parish), and a 3% New Orleans Morial Exhibition Hall Authority hotel occupancy tax (Orleans Parish), which includes a \$.50 excise on hotels with 10-299 rooms, \$1 excise on hotels with 300-999 rooms, and \$2 excise on hotels with 1000 rooms or more. The below data pertains to the combined Louisiana Stadium District and New Orleans Morial Exhibition Hall Authority tax rates and collection.

Louisiana		
Year	Rate	Collections
2024	7.00%	92,185,711
2023	7.00%	96,242,807
2022	7.00%	73,905,570
2021	7.00%	22,619,960
2020	7.00%	75,558,504
2019	7.00%	90,761,102
2018	7.00%	87,661,877
2017	7.00%	84,330,000
2016	7.00%	82,590,000
2015	7.00%	80,020,000
2014	7.00%	77,690,000
2013	7.00%	68,610,000
2012	7.00%	61,070,000
2011	7.00%	55,730,000
2010	7.00%	47,500,000
2009	7.00%	44,650,000
2008	7.00%	48,260,000
2007	7.00%	39,710,000
2006	7.00%	36,140,000
2005	7.00%	59,750,000
2004	7.00%	50,970,000
2003	7.00%	49,920,000
2002	7.00%	47,240,000

Maine

Maine's sales tax applies to transient lodging rentals at the rate of 9%. In FY 2014, the rate increased to 8%, and in FY 2016, the rate increased to 9%. The tax is remitted to the Maine Department of Administrative and Financial Services. Sales tax revenue from lodging rentals is estimated using taxable receipts data.

Maine		
Year	Rate	Collections
2024	9.00%	165,153,159
2023	9.00%	161,213,247
2022	9.00%	149,885,892
2021	9.00%	100,572,183
2020	9.00%	92,581,236
2019	9.00%	102,844,854
2018	9.00%	94,780,719
2017	9.00%	86,030,946
2016	9.00%	79,398,954
2015	8.00%	68,738,720
2014	8.00%	64,974,160
2013	7.00%	54,243,980
2012	7.00%	51,228,450
2011	7.00%	47,908,371
2010	7.00%	46,058,656
2009	7.00%	42,520,513
2008	7.00%	45,592,183
2007	7.00%	45,505,922
2006	7.00%	41,654,046
2005	7.00%	39,325,762
2004	7.00%	36,643,761
2003	7.00%	36,208,291
2002	7.00%	35,862,799

Maryland

The statewide 6% sales tax is applied to hotel room sales. Local jurisdictions may impose a hotel occupancy tax in addition to the state sales tax.

Maryland		
Year	Rate	Collections
2024	6.00%	NA
2023	6.00%	159,225,325
2022	6.00%	152,831,568
2021	6.00%	56,058,275
2020	6.00%	104,008,178
2019	6.00%	128,609,786
2018	6.00%	125,021,184
2017	6.00%	121,100,000
2016	6.00%	110,400,000
2015	6.00%	106,369,718
2014	6.00%	91,752,680
2013	6.00%	91,752,680
2012	6.00%	89,834,791
2011	6.00%	84,087,091
2010	6.00%	79,940,519
2009	6.00%	87,629,108
2008	6.00%	76,854,795
2007	5.00%	65,378,429
2006	5.00%	60,902,495
2005	5.00%	57,759,143
2004	5.00%	55,186,802
2003	5.00%	50,843,977
2002	5.00%	50,353,311

Massachusetts

The 5.7% room occupancy excise tax is imposed on the transfer of occupancy, for \$15 or more, of any room in a bed and breakfast establishment, hotel, lodging house, or motel for a period of ninety days or less. The room occupancy excise tax is imposed on transient lodging instead of the statewide sales tax. Cities or towns may also impose a local room occupancy excise tax. The maximum local room occupancy excise tax is 6% (6.5% in Boston). An additional 2.75% tax is levied in Boston, Worcester, Cambridge, Springfield, West Springfield, and Chicopee for convention center funding. Exemptions from the room occupancy excise tax are granted for nonprofit or government institutions, official duties of U.S. military personnel, private convalescent homes, summer camps, and bed and breakfast homes.

Massachusetts			
Year	Rate	Collections	
2024	5.70%	413,255,000	
2023	5.70%	388,024,000	
2022	5.70%	294,219,000	
2021	5.70%	126,471,931	
2020	5.70%	252,268,286	
2019	5.70%	283,707,812	
2018	5.70%	263,448,681	
2017	5.70%	255,644,040	
2016	5.70%	247,026,426	
2015	5.70%	230,198,100	
2014	5.70%	209,749,000	
2013	5.70%	194,577,000	
2012	5.70%	183,707,000	
2011	5.70%	167,300,000	
2010	5.70%	152,233,000	
2009	5.70%	160,933,000	
2008	5.70%	174,157,000	
2007	5.70%	157,515,000	
2006	5.70%	144,808,000	
2005	5.70%	133,487,000	
2004	5.70%	120,178,000	
2003	5.70%	119,991,000	
2002	5.70%	123,306,000	

Michigan

Hotel room rentals are subject to the Michigan statewide 6% use tax. Local governments may impose their own hotel occupancy taxes. Lodging tax collections were included under a general use tax listing in financial reports beginning in 2015.

Michigan		
Year	Rate	Collections
2024	6.00%	NA
2023	6.00%	NA
2022	6.00%	NA
2021	6.00%	NA
2020	6.00%	NA
2019	6.00%	NA
2018	6.00%	NA
2017	6.00%	NA
2016	6.00%	NA
2015	6.00%	NA
2014	6.00%	81,400,000
2013	6.00%	76,700,000
2012	6.00%	74,500,000
2011	6.00%	68,000,000
2010	6.00%	64,700,000
2009	6.00%	62,400,000
2008	6.00%	69,200,000
2007	6.00%	67,100,000
2006	6.00%	66,800,000
2005	6.00%	61,900,000
2004	6.00%	61,000,000
2003	6.00%	58,400,000
2002	6.00%	59,300,000
2001	6.00%	64,000,000

Minnesota

The rental of a room or rooms for a temporary place to stay is subject to the state sales tax. Sales and use tax must be charged on lodging and related services furnished for a period of fewer than 30 days. Local governments may institute their own lodging taxes, but the total tax amount when added to the state sales tax may not exceed 13%. Only the Federal government and foreign diplomats are exempt.

Minnesota		
Year	Rate	Collections
2024	6.88%	NA
2023	6.88%	179,694,275
2022	6.88%	123,664,432
2021	6.88%	82,717,794
2020	6.88%	172,104,933
2019	6.88%	167,469,299
2018	6.88%	155,136,847
2017	6.88%	154,306,155
2016	6.88%	145,645,178
2015	6.88%	139,402,523
2014	6.88%	131,199,165
2013	6.88%	134,815,694
2012	6.88%	123,817,353
2011	6.88%	121,569,413
2010	6.88%	113,635,639
2009	6.50%	104,217,067
2008	6.50%	115,655,852
2007	6.50%	116,180,529
2006	6.50%	105,724,392
2005	6.50%	95,909,029
2004	6.50%	89,346,174
2003	6.50%	85,177,750

Mississippi

Hotels, motels, tourist courts or camps, and trailer parks are subject to the 7% statewide sales tax of their gross income. Local governments may impose their own local sales taxes on tourism-related business and services.

	Mississi	opi
Year	Rate	Collections
2024	7.00%	82,876,162
2023	7.00%	82,638,471
2022	7.00%	81,540,433
2021	7.00%	63,117,736
2020	7.00%	62,518,511
2019	7.00%	75,736,707
2018	7.00%	73,973,913
2017	7.00%	72,220,395
2016	7.00%	66,118,261
2015	7.00%	61,021,620
2014	7.00%	60,075,821
2013	7.00%	48,399,322
2012	7.00%	45,949,960
2011	7.00%	45,598,504
2010	7.00%	41,660,429
2009	7.00%	43,959,595
2008	7.00%	44,258,713
2007	7.00%	39,306,553
2006	7.00%	41,464,807
2005	7.00%	36,266,914
2004	7.00%	35,037,328
2003	7.00%	30,946,466
2002	7.00%	31,568,545
2001	7.00%	30,579,624

Missouri

Missouri charges a 4.225% sales tax on the amount of charges for all rooms furnished for the public. Local governments may impose their own hotel taxes. The Missouri Department of Revenue collects both state and local taxes. Revenue data estimated from reported taxable receipts of hotels, motels, and boarding courts.

	Missou	ri
Year	Rate	Collections
2024	4.23%	102,794,696
2023	4.23%	101,635,644
2022	4.23%	76,180,926
2021	4.23%	74,538,846
2020	4.23%	46,283,732
2019	4.23%	86,237,518
2018	4.23%	85,782,711
2017	4.23%	82,253,340
2016	4.23%	73,384,352
2015	4.23%	70,379,376
2014	4.23%	65,204,093
2013	4.23%	60,049,607
2012	4.23%	58,199,584
2011	4.23%	56,338,736
2010	4.23%	53,456,321
2009	4.23%	50,349,261
2008	4.23%	55,395,130
2007	4.23%	54,117,842
2006	4.23%	51,370,135
2005	4.23%	48,318,063
2004	4.23%	45,858,844
2003	4.23%	46,624,160
2002	4.23%	44,277,883
2001	4.23%	44,960,897

Montana

The Lodging Facility Use Tax (LFUT) and the Lodging Facility Sales Tax (LFST) are imposed on users of overnight lodging facilities. Beginning in 2020, the LFUT rate is 4%, and the LFST (first imposed in 2003) rate is 4%, creating a total lodging tax rate of 8%. Exemptions from the lodging taxes are granted for units for rented 30+continuous days, units located on an Indian reservation and rented to a member of the same reservation, the federal government, diplomats, youth camps, health care facilities, and facilities charging an average ADAC rate that is 60% or less than the state reimbursement rate for a single room.

	Montai	na
	IVIOIILAI	iia
Year	Rate	Collections
2024	8.00%	122,968,000
2023	8.00%	116,741,000
2022	8.00%	112,542,000
2021	8.00%	64,159,000
2020	8.00%	64,646,000
2019	7.00%	60,696,000
2018	7.00%	56,896,945
2017	7.00%	51,319,514
2016	7.00%	49,403,270
2015	7.00%	46,824,004
2014	7.00%	42,212,349
2013	7.00%	40,054,048
2012	7.00%	37,864,378
2011	7.00%	34,025,189
2010	7.00%	29,463,020
2009	7.00%	29,784,858
2008	7.00%	31,951,675
2007	7.00%	30,822,617
2006	7.00%	25,697,329
2005	7.00%	24,642,093
2004	7.00%	22,851,830

Nebraska

The state 1% lodging tax is imposed on the total gross receipts charged for sleeping accommodations furnished by a hotel. This is in addition to the 5.5% statewide sales tax. Cities may impose a lodging tax. Counties may also impose a lodging tax of not more than 4%, as well as local sales taxes. Exemptions are granted for any organization that is exempt from sales tax. The state deducts a 3% administrative fee for its collection of sales and lodging tax. The below data pertains to the 1% state lodging tax in calendar years.

	Nebrasi	ka
Year	Rate	Collections
2024	1.00%	8,248,704
2023	1.00%	7,785,235
2022	1.00%	7,395,844
2021	1.00%	6,328,066
2020	1.00%	3,428,551
2019	1.00%	5,896,863
2018	1.00%	5,762,025
2017	1.00%	5,491,572
2016	1.00%	5,442,060
2015	1.00%	5,244,601
2014	1.00%	4,895,468
2013	1.00%	4,524,464
2012	1.00%	4,312,179
2011	1.00%	3,976,771
2010	1.00%	3,834,851
2009	1.00%	3,532,692
2008	1.00%	3,725,953
2007	1.00%	3,558,016
2006	1.00%	3,219,113
2005	1.00%	2,908,916
2004	1.00%	2,791,549
2003	1.00%	2,619,199
2002	1.00%	2,640,766
2001	1.00%	2,598,700

Nevada

Nevada applies a tax of at least 3/8 of 1% on the gross receipts from the rental of transient lodging, which is retained by the county remitting in which the tax is remitted for local promotion of tourism. Beginning in fiscal year 2010, the State began charging an additional 3% tax for school support funding.

Nevad	la
Rate	Collections
3.38%	278,114,304
3.38%	256,327,888
3.38%	219,022,580
3.38%	94,210,710
3.38%	157,098,901
3.38%	208,476,951
3.38%	204,579,868
3.38%	203,082,002
3.38%	189,474,099
3.38%	171,573,464
3.38%	160,397,406
3.38%	146,370,186
3.38%	143,767,397
3.38%	128,203,856
3.38%	111,513,747
0.38%	18,163,309
0.38%	19,076,477
0.38%	18,363,565
0.38%	17,279,556
	Rate 3.38% 3.38% 3.38% 3.38% 3.38% 3.38% 3.38% 3.38% 3.38% 3.38% 3.38% 0.38% 0.38% 0.38% 0.38%

New Hampshire

The statewide Meals and Rentals Tax is assessed upon patrons of any facility with sleeping accommodations for 185 days or less. The rate was decreased from 9% to 8.5% in FY 2022. Exemptions are granted for the state government, federal government, campsites, schools, and medical facilities. Operators are allowed to retain a 3% commission on the Meals and Rentals Tax remitted to the state. The below tax data is in calendar years.

New Hampshire		
Year	Rate	Collections
2024	8.50%	27,829,000
2023	8.50%	26,970,500
2022	8.50%	25,908,000
2021	9.00%	28,926,000
2020	9.00%	46,221,575
2019	9.00%	63,559,701
2018	9.00%	62,089,066
2017	9.00%	56,790,540
2016	9.00%	53,434,110
2015	9.00%	51,293,296
2014	9.00%	47,577,052
2013	9.00%	44,815,382
2012	9.00%	41,864,767
2011	9.00%	40,799,181
2010	9.00%	37,375,769
2009	9.00%	34,092,564
2008	8.00%	35,895,249
2007	8.00%	34,930,107
2006	8.00%	32,181,390
2005	8.00%	31,219,485
2004	8.00%	30,836,386
2003	8.00%	30,599,999
2002	8.00%	34,806,937

New Jersey

The 5% State Occupancy Fee is imposed on the rent for every occupancy in a hotel, motel, or similar facilities. Atlantic City, Elizabeth, Jersey City and Newark hotels are instead charged at 1%, and hotels in The Wildwoods at 3.15%. This is in addition to the state 7% sales tax. Various local Municipal Occupancy Taxes are permitted. Exemptions are granted for state or federal agencies, religious, educational, and charitable organizations, organizations exempt from the sales tax, rooms rented for the purpose of assembly, or residents of 90+ days. The data below pertains to the 5% State Occupancy Fee.

New Jersey		
Rate	Collections	
5.00%	146,307,793	
5.00%	138,895,519	
5.00%	124,349,558	
5.00%	82,786,909	
5.00%	85,215,628	
5.00%	112,489,741	
5.00%	105,450,123	
5.00%	101,206,200	
5.00%	98,400,760	
5.00%	95,430,338	
5.00%	86,975,867	
5.00%	92,179,102	
5.00%	85,182,162	
5.00%	78,238,345	
5.00%	72,808,464	
5.00%	74,261,839	
5.00%	86,285,708	
5.00%	84,194,930	
5.00%	78,949,297	
5.00%	78,023,679	
7.00%	85,198,185	
	5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00%	

New Mexico

Receipts from the rental of lodging in hotels, motels and facilities of the same nature are considered the sale of a license to use, and are subject to the 5.125% statewide gross receipts tax (a sales tax). Hotels are also subject to local sales and lodging taxes. The state of New Mexico does not provide a breakdown of sales tax revenue derived from lodging sales.

New York

The New York State 4% sales tax applies to room rentals in New York. Local sales taxes, MCTD taxes, and hotel room occupancy taxes can also be levied on room rentals. Exemptions are granted for the state and federal government, nonprofits, and permanent (180+ days) residents. Collection data is estimated using reported taxable receipts.

	New Yo	nrk
Veer		
Year	Rate	Collections
2024	4.00%	559,304,938
2023	4.00%	515,772,204
2022	4.00%	293,517,313
2021	4.00%	104,755,411
2020	4.00%	510,499,111
2019	4.00%	507,043,783
2018	4.00%	496,421,014
2017	4.00%	510,810,237
2016	4.00%	500,215,557
2015	4.00%	487,377,020
2014	4.00%	459,733,782
2013	4.00%	439,978,360
2012	4.00%	411,854,760
2011	4.00%	363,064,040
2010	4.00%	314,090,880
2009	4.00%	370,228,080
2008	4.00%	362,691,200
2007	4.00%	316,757,120
2006	4.00%	298,444,600
2005	4.00%	268,137,640
2004	4.00%	233,572,840
2003	4.00%	225,718,000

North Carolina

The sales price of the rental of an accommodation is subject to North Carolina's state sales tax, as well as local sales taxes and hotel room occupancy taxes. Note that the sales tax rate was reduced to 4.75% in FY 2012. Exemptions are provided for residents of 90+ days or schools, camps, and similar entities.

North Carolina		
Year	Rate	Collections
2024	4.75%	393,277,409
2023	4.75%	375,492,456
2022	4.75%	333,567,914
2021	4.75%	230,681,257
2020	4.75%	227,384,825
2019	4.75%	259,427,542
2018	4.75%	236,947,601
2017	4.75%	221,588,093
2016	4.75%	204,480,071
2015	4.75%	187,994,716
2014	4.75%	171,506,857
2013	4.75%	160,377,382
2012	4.75%	153,190,916
2011	5.75%	168,263,826
2010	5.75%	138,465,460
2009	4.50%	121,583,836
2008	4.50%	126,918,846
2007	4.50%	124,361,295
2006	4.50%	120,557,672
2005	4.50%	118,722,758
2004	4.50%	123,873,426
2003	4.50%	112,843,854
2002	4.50%	91,136,250
2001	4.50%	87,748,141

North Dakota

Gross receipts from the rental of hotel, motel, or tourist court accommodations are subject to the North Dakota 5% state sales tax. The governing body of any city may impose an additional maximum 2% tax on hotel/motel accommodations, and a city may impose an additional 1% tax on lodging accommodations. The sales tax on lodging was increased from 5% to 6% from FY 2004 to FY 2007 for the promotion of Lewis and Clark bicentennial events. Exemptions are granted for federal, state, and local government and 30+ days of continuous residency. North Dakota does not provide a breakdown of sales tax revenue received from lodging sales.

Ohio

The Ohio statewide 5.75% sales tax applies to the rental of hotel rooms or similar sleeping

accommodations for fewer than 30 days by establishments with five or more sleeping rooms. This state sales tax is in addition to local sales taxes and municipal, county, or authority taxes that can be placed on hotels. Ohio does not provide a breakdown of sales tax revenue received from lodging sales.

Oklahoma

Any form of lodging, excluding rental properties and rooms rented inside a home, is subject to the Oklahoma 4.5% statewide sales tax, as well as local sales taxes and lodging taxes. Oklahoma does not provide a breakdown of sales tax revenue received from lodging sales.

Oklahoma		
Year	Rate	Collections
2024	4.50%	7,227,269
2023	4.50%	6,309,399
2022	4.50%	6,271,034
2021	4.50%	5,416,675
2020	4.50%	3,409,471
2019	4.50%	3,439,477
2018	4.50%	2,824,264
2017	4.50%	2,513,038
2016	4.50%	2,340,898
2015	4.50%	2,139,650
2014	4.50%	1,836,963
2013	4.50%	1,651,152
2012	4.50%	1,458,393
2011	4.50%	1,318,334

Oregon

The State 1.50% Lodging Tax is imposed on those who provide temporary overnight lodging. This tax is in addition to local city and county sales taxes or lodging taxes. Exemptions are granted for federal employees, lodgers for 30+ days, health care facilities, mental health facilities, facilities with fewer than 30 rentals/year, emergency temporary shelter, and nonprofits. A 5% administration fee retained from the total tax by providers. The data below pertains to collections in calendar years.

Oregon		
Year	Rate	Collections
2024	1.50%	41,528,704
2023	1.50%	41,638,062
2022	1.50%	36,632,752
2021	1.80%	23,824,563
2020	1.80%	40,575,225
2019	1.80%	40,656,843
2018	1.80%	38,404,715
2017	1.80%	31,355,646
2016	1.00%	18,661,787
2015	1.00%	17,797,802
2014	1.00%	15,508,927
2013	1.00%	13,527,916
2012	1.00%	12,377,707
2011	1.00%	11,505,246
2010	1.00%	11,085,176
2009	1.00%	10,492,522
2008	1.00%	11,718,287
2007	1.00%	11,690,021
2006	1.00%	10,720,797
2005	1.00%	9,087,486
2004	1.00%	8,361,090

Pennsylvania

The Hotel Occupancy Tax applies to room rental charges for periods fewer than 30 days. It is imposed at the same rate as the Pennsylvania sales tax, at 6%, with a 1% local tax added to purchases made in Allegheny County and in Philadelphia. Local sales taxes and hotel occupancy taxes can also be imposed in addition to the statewide Hotel Occupancy Tax.

Pennsylvania		
Year	Rate	Collections
2024	6.00%	272,200,000
2023	6.00%	256,300,000
2022	6.00%	224,700,000
2021	6.00%	119,400,000
2020	6.00%	180,900,000
2019	6.00%	227,000,000
2018	6.00%	212,604,000
2017	6.00%	207,906,000
2016	6.00%	198,754,000
2015	6.00%	191,773,900
2014	6.00%	196,087,000
2013	6.00%	187,933,000
2012	6.00%	181,200,000
2011	6.00%	169,980,000
2010	6.00%	152,082,000
2009	6.00%	156,370,000
2008	6.00%	167,591,000
2007	6.00%	163,280,000

Rhode Island

In addition to the 7% state sales tax, Rhode Island also imposes a 6% tax on the rental of rooms in hotels, motels, or lodging houses. The tax rate was raised from 5% to 6% for FY 2005, with the additional 1% allocated to the city or town in which the hotel is located. Hotels with fewer than three rooms are exempt from the tax. The data below pertains to the 6% hotel occupancy tax.

Rhode Island			
Year	Rate	Collections	
2024	6.00%	35,549,488	
2023	6.00%	34,941,303	
2022	6.00%	32,516,283	
2021	6.00%	26,005,401	
2020	6.00%	26,153,929	
2019	6.00%	28,297,063	
2018	6.00%	21,532,607	
2017	6.00%	19,599,832	
2016	6.00%	19,369,329	
2015	6.00%	17,219,528	
2014	6.00%	15,690,500	
2013	6.00%	14,809,420	
2012	6.00%	14,057,464	
2011	6.00%	13,012,244	
2010	6.00%	11,919,275	

South Carolina

The rental of transient accommodations is subject to a statewide accommodations tax of 2% in addition to the statewide 5% sales tax and a potential maximum of 2% local sales tax. Exemptions: rentals for 90+ days and room rentals in house with fewer than 6 bedrooms. The below data pertains to the state accommodations tax.

South Carolina			
Year	Rate	Collections	
2024	2.00%	114,536,856	
2023	2.00%	112,344,190	
2022	2.00%	109,772,793	
2021	2.00%	75,862,442	
2020	2.00%	65,851,960	
2019	2.00%	75,154,113	
2018	2.00%	72,032,863	
2017	2.00%	69,577,895	
2016	2.00%	62,908,467	
2015	2.00%	59,553,409	
2014	2.00%	56,090,912	
2013	2.00%	50,910,208	
2012	2.00%	50,778,183	
2011	2.00%	44,429,416	
2010	2.00%	39,794,989	
2009	2.00%	41,847,565	
2008	2.00%	45,409,248	
2007	2.00%	42,751,190	
2006	2.00%	40,355,781	
2005	2.00%	36,774,136	
2004	2.00%	34,728,812	
2003	2.00%	33,443,210	
2002	2.00%	32,103,360	

South Dakota

The rentals of rooms or parking sites by lodging establishments or campgrounds to a transient guest for fewer than 28 days are subject to the state 4% sales tax and its 1.5% tourism tax, as well as municipal sales taxes and lodging taxes. The tourism tax is imposed on lodging, visitor attractions, motor vehicles, recreational vehicles, recreational services, spectator events, and visitor intensive businesses. The rate was changed on July 1, 2009 from 1% to 1.5%. The below data

pertains to the statewide tourism tax collections from lodging sales.

South Dakota				
Year	Rate	Collections		
2024	1.50%	19,195,908		
2023	1.50%	17,964,906		
2022	1.50%	17,157,880		
2021	1.50%	12,936,192		
2020	1.50%	12,503,566		
2019	1.50%	9,531,243		
2018	1.50%	9,140,577		
2017	1.50%	8,884,732		
2016	1.50%	8,952,731		
2015	1.50%	8,293,109		
2014	1.50%	7,590,592		
2013	1.50%	7,247,846		
2012	1.50%	9,544,379		
2011	1.50%	9,474,051		
2010	1.50%	8,409,717		
2009	1.00%	5,741,636		
2008	1.00%	5,748,566		
2007	1.00%	5,349,006		
2006	1.00%	4,978,054		
2005	1.00%	4,595,790		
2004	1.00%	4,350,557		
2003	1.00%	4,109,768		
2002	1.00%	3,722,957		
2001	1.00%	3,793,170		

Tennessee

Charges for the use of rooms or accommodations furnished for fewer than 90 days by hotels, motels, inns, or other tourist lodgings are subject to the state 7% sales tax, as well as local sales taxes and hotel occupancy taxes. Exemptions are granted for the federal government and movie production companies.

Tennessee			
Year	Rate	Collections	
2024	7.00%	475,626,711	
2023	7.00%	456,424,895	
2022	7.00%	395,589,000	
2021	7.00%	227,242,390	
2020	7.00%	258,284,334	
2019	7.00%	278,372,455	
2018	7.00%	238,462,115	
2017	7.00%	236,505,477	
2016	7.00%	224,620,980	
2015	7.00%	198,123,000	
2014	7.00%	175,227,255	
2013	7.00%	164,403,527	
2012	7.00%	160,868,386	
2011	7.00%	144,128,615	
2010	7.00%	137,972,562	
2009	7.00%	146,253,396	
2008	7.00%	160,908,556	
2007	7.00%	154,080,942	
2006	7.00%	142,333,331	
2005	7.00%	131,675,053	
2004	7.00%	124,795,032	
2011 2010 2009 2008 2007 2006 2005	7.00% 7.00% 7.00% 7.00% 7.00% 7.00% 7.00%	144,128,615 137,972,562 146,253,396 160,908,556 154,080,942 142,333,331 131,675,053	

Texas

A 6% statewide Hotel Occupancy Tax is imposed on a person who pays for a room or space in a hotel costing \$15 or more each day, or a sleeping room costing \$2 or more each day. Hotels are also subject to local sales taxes and hotel occupancy taxes.

Texas				
Year	Rate	Collections		
2024	6.00%	754,907,034		
2023	6.00%	778,470,165		
2022	6.00%	726,458,727		
2021	6.00%	490,112,093		
2020	6.00%	420,596,057		
2019	6.00%	647,246,091		
2018	6.00%	610,389,725		
2017	6.00%	528,923,364		
2016	6.00%	526,107,469		
2015	6.00%	530,086,141		
2014	6.00%	490,111,083		
2013	6.00%	450,129,053		
2012	6.00%	401,411,015		
2011	6.00%	348,796,113		
2010	6.00%	330,809,436		
2009	6.00%	343,544,448		
2008	6.00%	370,979,724		
2007	6.00%	340,634,147		
2006	6.00%	308,018,897		
2005	6.00%	262,092,112		
2004	6.00%	238,861,664		
2003	6.00%	227,899,404		
2002	6.00%	230,909,206		
2001	6.00%	246,813,166		

Utah

Beginning in FY 2019, the Utah state sales tax increased from 4.7% to 4.85%. In addition to the state sales tax, the State of Utah imposes a statewide tax on temportary lodging in addition to the statewide lodging tax of 0.32%. The Transient Room Tax can be imposed by a county, city or town on the rent for temporary lodging for stays of fewer than 30 consecutive days. Sales tax collection estimated using reported taxable sales and the combined statwide sales and lodging tax.

	Utah			
Year	Rate	Collections		
2024	5.17%	117,376,236		
2023	5.17%	112,112,301		
2022	5.17%	103,306,950		
2021	5.17%	76,791,402		
2020	5.17%	84,285,037		
2019	5.17%	112,860,040		
2018	5.02%	102,330,624		
2017	4.70%	90,825,442		
2016	4.70%	81,403,955		
2015	4.70%	74,582,105		
2014	4.70%	95,807,557		
2013	4.70%	90,825,442		
2012	4.70%	81,403,955		
2011	4.70%	71,895,888		
2010	4.70%	66,065,589		
2009	4.70%	62,171,182		

Vermont

The statewide 9% Meals and Room Tax is imposed on the purchaser of rental accommodations in hotels for 30 days or less, rather than Vermont's usual sales tax. The towns of Brattleboro, Stratton, Stowe, and Williston have a 1% local option on the rooms tax. The cities of Burlington and Rutland may impose their own rooms tax. Exemptions are granted for the state and federal government, diplomats, American Red Cross, and non-profit medical and hospital insurance organizations. Meals and Room Tax revenue estimated from reported taxable sales.

	Vermoi	nt
Year	Rate	Collections
2024	9.00%	NA
2023	9.00%	82,770,382
2022	9.00%	78,488,959
2021	9.00%	43,811,738
2020	9.00%	48,178,454
2019	9.00%	53,810,168
2018	9.00%	50,797,941
2017	9.00%	47,669,180
2016	9.00%	41,441,204
2015	9.00%	39,754,091
2014	9.00%	40,365,629
2013	9.00%	37,736,569
2012	9.00%	34,613,640
2011	9.00%	33,444,580
2010	9.00%	30,723,207
2009	9.00%	31,031,768
2008	9.00%	34,041,787
2007	9.00%	31,007,119
2006	9.00%	30,570,783
2005	9.00%	29,761,865
2004	9.00%	29,027,418
2003	9.00%	28,758,828
2002	9.00%	28,233,496
2001	9.00%	28,724,393

Virginia

Any county, city, or town may levy a transient occupancy tax on hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days. These local transient occupancy taxes are in addition to the 5.3% statewide sales tax. Collection data estimated using taxable receipts in calendar years. In CY 2005, Virginia adopted a new accounting system, making sales tax figures for individual business categories unavailable. In addition to the statwide sales tax, Virginia imposes a .7% sales tax in Northern Virginia and Hampton Roads and 1.7% hotel tax in the jursidiction of the Northern Virginia Transportation Authority.

Virginia			
Year	Rate	Collections	
2024	5.30%	188,372,108	
2023	5.30%	183,354,700	
2022	5.30%	178,019,646	
2021	5.30%	132,651,375	
2020	5.30%	91,309,773	
2019	5.30%	171,324,488	
2018	5.30%	165,668,788	
2017	5.30%	160,720,378	
2016	5.30%	154,200,014	
2015	5.30%	148,268,247	
2014	5.00%	139,062,077	
2013	5.00%	154,691,854	
2012	5.00%	155,145,856	
2011	5.00%	149,387,770	
2010	5.00%	141,842,166	
2009	5.00%	140,210,350	
2008	5.00%	153,314,795	
2007	5.00%	153,959,963	
2006	5.00%	149,990,419	

Washington

Transient lodging lasting fewer than 30 days is subject to the Washington State 5% sales tax. Local hotel/motel taxes, tourism promotion charges, and convention/trade center taxes may also be imposed. Exemptions are granted for the federal government and health care facilities.

Washington			
Year	Rate	Collections	
2024	5.00%	NA	
2023	5.00%	174,514,000	
2022	5.00%	151,079,000	
2021	5.00%	92,589,000	
2020	5.00%	129,082,000	
2019	5.00%	147,921,000	
2018	5.00%	149,005,000	
2017	5.00%	132,423,000	
2016	5.00%	102,605,000	
2015	5.00%	95,829,000	
2014	5.00%	84,362,000	
2013	5.00%	78,564,000	
2012	5.00%	75,201,000	
2011	5.00%	146,449,613	
2010	5.00%	137,444,863	
2009	5.00%	129,322,140	
2008	5.00%	136,756,688	
2007	5.00%	134,894,829	
2006	5.00%	122,473,985	
2005	5.00%	110,746,125	
2004	5.00%	99,255,624	
2003	5.00%	99,380,193	
2002	5.00%	97,711,942	
2001	5.00%	95,047,855	

West Virginia

Any county or municipality may impose and collect a privilege tax upon the occupancy of hotel rooms within its taxing jurisdiction. Such hotel taxes are in addition to the 6% statewide sales tax. West Virginia does not provide a breakdown of sales tax revenue received from lodging sales.

Wisconsin

Furnishing lodging to the same person or entity at a hotel for a continuous period of fewer than 30 days is subject to the 5% Wisconsin sales tax, as well as county, municipal, and authority sales taxes and hotel taxes. Data on sales tax revenue from lodging sales is not available for FY 2007.

	Wisconsin			
Year	Rate	Collections		
2024	5.00%	118,224,784		
2023	5.00%	116,921,247		
2022	5.00%	118,512,100		
2021	5.00%	98,824,772		
2020	5.00%	60,026,613		
2019	5.00%	117,471,686		
2018	5.00%	115,507,857		
2017	5.00%	107,047,363		
2016	5.00%	104,459,436		
2015	5.00%	98,492,822		
2014	5.00%	91,958,935		
2013	5.00%	85,999,847		
2012	5.00%	83,349,821		
2011	5.00%	79,419,606		
2010	5.00%	74,631,537		
2009	5.00%	70,715,400		
2008	5.00%	79,294,596		

Wyoming

Hotel room rentals are subject to the statewide 4% Wyoming sales tax, while local governments may impose their own sales taxes and lodging taxes of up to an additional 4%. Wyoming does not provide a breakdown of sales tax revenue received from lodging sales.



The Effect of Lodging Taxes on the Performance of US Hotels

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Abstract

The objective of this article is to analyze the impact of lodging taxes on the performance of US hotels by looking at the two key market segments involved. The empirical application conducted on a sample of more than 7,000 observations corresponding to more than 100 urban submarkets from 2013 to 2018 finds that lodging taxes have a more negative effect on hotel performance (RevPar) for group bookings than for transient bookings. As groups usually have greater flexibility regarding the location of events, they can more easily choose a different destination if a tax increase is observed. To prevent this possibility hotels may be more inclined to offer discounts to groups, thereby absorbing some of the tax increase. The results obtained have relevant managerial implications, which are discussed.

Keywords

lodging taxes, hotel performance, segmentation

Introduction

COVID-19 is dramatically affecting federal, state, and local government revenues. Under increased pressure to find new revenues, government policy makers will almost certainly be tempted to increase taxes on lodging accommodations as a way to raise revenues without burdening local residents. The conversation around the pros and cons of lodging taxes is likely to be reignited in the weeks and months ahead. The travel and tourism sector, including the hotel industry, is however already struggling (Assaf and Scuderi 2020; Sharma and Nicolau 2020). Research is needed to idenfiy the key issues relevant to the effects of lodging taxes.

As US policy makers in the late 1970s and 1980s increasingly saw in travel destinations the potential for tax revenue, what inevitably followed across many municipalities was the passing of legislation that imposed various forms of taxes on nonresidents visiting these regions. By 1990, 46 states had levied one such tax—the hotel room tax (Hiemstra and Ismail 1992). On the surface, the taxing of lodging facilities indeed appears to be highly desirable for local communities. An argument often made by policy makers is that these taxes have the potential to benefit locals while shifting the costs to nonresident visitors. Whether this argument is truly valid, however, has been debated over the years. In order to answer this question more conclusively, there is a need for studies that encompass wider geographical areas while recognizing key differences in customer types.

Nevertheless, despite the continued uncertainty surrounding the supposed benefits of imposing short-term taxes of

lodging accommodations, these ad valorem (sales) taxes remain both pervasive and significant even today. These taxes include both general sales taxes, imposed primarily by state governments, and lodging taxes imposed specifically on lodging accommodations. Of the 50 US states, 37 imposed a general sales tax on lodging accommodations in 2017 (Hazinski, Davis, and Kremer 2018); 22 states imposed a specific lodging tax; and 10 imposed both. State taxes, including both general sales taxes and lodging taxes, ranged from 0% in Alaska and California to 15% in Connecticut. Moreover, sales and particularly lodging taxes are imposed not only by state governments but also by other political jurisdictions including counties, cities and special taxing districts. In a 2017 analysis of the 150 largest US urban centers conducted by HVS Global Hospitality Services (HVS), all had some form of sales or lodging tax on lodging accommodations, ranging from a low of 8% in Fontana, CA, to 17.9% in St Louis, MO (Hazinski, Davis, and Kremer 2018). Of the 150 urban centers, 119 collected a state tax, 75 a county tax, 124 a city tax, and 44 collected special tax district taxes; 17 cities collected all four types of taxes and another 43

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collected three of the four. Across the 150 urban centers, the average tax rate was 13.8%.

In many ways, the widespread prevalence of hotel taxes is not particularly surprising. As previously noted, these taxes are not directly paid by local residents and at the same time are frequently seen as a ready source of revenue. Collections from lodging taxes are often used for building convention centers, to purchase resources that may be used by tourists, and also for the promotion of tourism (Hiemstra and Ismail 1990). Proceeds may also sometimes be allocated toward a general fund (Spengler and Uysal 1989), where expenditures may be more unclear. The provision for general expenditures presumably permits considerable flexibility in how the monies are spent, thus making lodging taxes an even more attractive revenue source for local and state governments in need of more funding. In response to budget shortfalls resulting from the 2008–2009 financial crisis, for instance, several states increased tax rates (Johnson, Collins, and Singham 2010). State and local governments are likely to adopt a similar response to the ongoing economic crisis steming from the COVID-19 pandemic.

In understanding the impacts of lodging taxes, the key underlying issue is the tax *incidence*, defined as the division of the lodging tax burden between the lodging guests and providers (Dwyer, Forsyth, and Dwyer 2010). Much of the lodging tax debate in policy circles assumes that 100 percent of the tax burden is shifted to the lodging consumers. This would not necessarily be the case. When hotels experience a tax increase, they have two options. First, they can add the tax to their current prices fully impacting the final price (original price + tax). To the extent that their demand is elastic, this would result in some decline in occupancy rate (the percentage of available rooms that are sold). Second, they can reduce their current prices so that the final price is still competitive when the new increased tax rate is added; hotels can reduce their prices so that the addition of the room rate plus taxes is still competitive. This strategy would maintain the occupancy rate but could negatively impact their ADR (average daily rate). In either case, to the extent that demand is elastic, the hotel would experience some loss in its RevPar (revenue per available room). In fact, we can distinguish two different extreme scenarios: under perfectly inelastic demand for lodging, it may indeed be appropriate to assume that the full incidence of lodging taxes can be passed on to hotel guests without any negative effects on occupancy rate, ADR, or RevPar for either hotel owners or the communities in which the hotels are located. Conversely, if the demand for lodging is perfectly elastic much of the tax incidence would fall upon lodging providers, with potential ramifications for the entire destination. Under perfectly elastic demand, if hotels simply add the tax to existing rates, it is quite possible that hotel guests would forgo travel to that destination, choosing to stay in another destination or not travel, thereby reducing the hotel occupancy rate and RevPar. In this scenario, the impacts would be felt not only by the lodging

businesses but also by other businesses that benefit in part from sales to lodging guests. To the extent that the demand is elastic, hotels would rationally absorb some of the tax incidence by reducing their room rates such that the final (room rate plus taxes) price guests face would not increase by the full tax amount. The greater the competition and availability of substitute lodging, the more elastic the demand (S. K. Lee 2014) and the greater the likelihood that lodging providers will need to absorb some of the lodging tax burden in order to remain competitive, but potentially negatively affecting their ADR and RevPar. To the extent that the reduced ADR grows occupancy, it is possible for RevPar to be unaffected or, in fact, grow.

Research to measure the incidence of lodging taxes is considerably more complex than this admittedly simplistic theoretical framework. Because of differences in methodology and underlying assumptions, the existing research has found mixed results. While some studies have claimed that the implementation of hotel taxes does not alter the demand for travel (i.e., Combs and Elledge 1979; Bonham and Gangnes 1996; Aguilo, Riera, and Rossello 2005; Hudson et al. 2019), others conclude that these taxes can significantly affect hotel performance (i.e., Mak and Nishimura 1979; Fujii, Khaled, and Mak 1985; Hiemstra and Ismail 1992, 2001; S. K. Lee 2014). As indicated, likely reasons for these inconclusive results are (1) differences in methodology and (2) the fact that much of the existing research tends to be limited to specific destinations. A comprehensive set of destinations that would allow the analyst to discern the different effects of taxes on hotel demand is needed.

The objective of this article is to address two key gaps in the lodging tax research. First, this article reports on a large ex post study examining the effects of ad valorem taxes on hotel performance in the USA. By merging data available from HVS and Smith Travel Research (STR), this research examined the effects of ad valorem taxes on hotel performance across multiple cities over a period of six years. Second, this research estimated the effects of ad valorem taxes on hotel performance both overall and by comparing transient and group business. Because our data are sorted by the two primary hotel market segments (group and transient bookings), we are able to realize this very specific objective. In fact, our hypothesis focuses on how tax rates affect these two primary markets for hotels—although we managed to find literature that supports our arguments, no research has tested this hypothesis so far. Consequently, the inclusion of these two primary market segments into this body of research is a substantive contribution of this study. Moreover, the richness of our data eliminates the need to make rigid suppositions and, therefore, permits more generalizable inferences. Note that while taxes are prevalent costs, we observe the variability of tax rates across multiple submarkets in the United States to examine their impact on lodging demand, allowing us to be more confident about the generalizability and representativeness of our findings.

An Overview of the Lodging Tax Research

Lodging taxes are typically levied separately from any state sales tax and are thus an added cost for hotel guests (S. K. Lee 2014). This additional cost that results from the tax creates a wedge between the price consumers pay and the price hotels receive (Dwyer, Forsyth, and Dwyer 2010)—a difference that on the surface appears unproblematic to government authorities when the tax is paid by nonresidents.

Beyond the apparent political comfort that hotel taxes provided to elected officials by seemingly shifting tax burden away from their voters (Bonham et al. 1992; Hiemstra and Ismail 1990, 1992; Jensen and Wanhill 2002; M. C. White 2011), whether lodging taxes are ultimately beneficial to local lodging providers and local communities has been a topic of debate for several decades. While much of this discourse has occurred in policy circles, the purported benefits of taxing travel services have—somewhat intermittently—also been discussed within the academic research literature. Relevant within this scholarship is the notion of tax incidence, stemming from the recognition that the true burden of such taxes may be distributed across multiple parties, and not merely hotel guests who do, of course, bear direct financial burden.

The conclusion that *all* of the incidence could conveniently be passed on to buyers holds under the untenable condition of perfect inelasticity of demand for hotel rooms, which for the most part is a hypothetical scenario usually described in economics text books primarily for illustrative purposes (see for instance Lipsey and Harbury 1992; Hirschey 2008). Conversely, the belief that the burden of lodging taxes would fall entirely on lodging providers would have merit under what would essentially be the theoretical and equally unlikely market involving a perfectly elastic demand for hotel rooms.

The extreme scenarios described above represent, of course, mere academic simplifications wherein several potentially relevant issues have been disregarded. An understanding of market conditions under perfect elasticity or perfect inelasticity is useful for explanatory purposes, but these extreme scenarios do not capture the considerably more intricate relationship between lodging taxes and hotel performance that exists in practice. This is because real-world demand and supply curves tend not to exhibit either perfect elasticity or perfect inelasticity—at least not across all price levels (Arnold 2010). Elasticity for most items, including tourism products, will in most cases lie in between the two ends that represent perfectly elastic and perfectly inelastic demand, respectively. As such, the burden of lodging taxes tends invariably to be shared between hotels and guests.

Hotels may indeed be able to pass on the burden to those consumers whose preferences may be described as sufficiently price-indifferent. But it is the hotel industry that may be forced to bear much of the burden if their guests are relatively price sensitive (Dwyer, Forsyth, and Dwyer 2010). This is because even under the more plausible scenario where the demand is relatively elastic but not perfectly elastic, hotels would consider absorbing much of the tax by reducing their margins such that the total price guests face remain almost the same after a lodging tax is implemented.

If in this situation hotels decided against absorbing the tax, the ramifications of the resulting drop in demand would likely be felt destination wide. A possible consequence of passing on higher prices to guests that has been identified in the literature is what Combs and Elledge (1979) refer to as the "border problem"—a situation in which travelers, wary of the increased price resulting from the tax, would simply forgo accommodations at that destination, and prefer accommodations in neighboring jurisdictions that offer lower taxes (see also Spengler and Uysal 1989). Subsequently, not only would the hotels' own factors of production including the local labor base be underutilized, but the other travel and tourism-reliant enterprises in the region would also incur lost business as a result of the accommodation tax. Indeed, S. K. Lee's (2014) study of the Midland-Odessa shows that the imposition of a new hotel tax in one jurisdiction can have detrimental effects for lodging providers in that jurisdiction compared with neighboring jurisdictions. Although this study was admittedly conducted in a geographically localized area, its findings nonetheless provide striking insights into possible unforeseen consequences that can result from taxing accommodation services. Additionally, there is some evidence in the literature that suggests that taxes also impact tourist spending behaviors. Song, Seetaram, and Ye (2019), for instance, find that duties on air travel can result in reallocations of expenditures by tourists, including reduced atdestination spending on items such as accommodations and food. It is certainly possible that increases in hotel taxes might have a similar effect at the destination.

What is indeed evident is that it would be premature assume that the mere enactment of legislation levying taxes on lodging would necessarily have the effect intended by authorities. There are other complexities that must be considered before one can assertively conclude that such taxes are truly as beneficial as frequently claimed by policy makers when increasing taxes. Academic research has provided some guidance, although a deeper understanding of the implications of lodging taxes at a broader level involving wider geographical areas and different customer types is still lacking.

Two basic research methodologies exist in the research investigating the impacts of taxing lodging accommodations (Bonham and Gangnes 1996). Ex ante studies use econometric methodologies to estimate elasticities based on existing supply and demand patterns and then use those estimates to forecast the potential effects of a new lodging tax (i.e., Hiemstra and Ismail 1992). Alternatively, ex post studies estimate the effects of a tax after it has been imposed, comparing either before and after lodging results (i.e., Bonham

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and Gangnes 1996) or hotel performance in the taxing district to hotel performance in a similar, but nontaxing, district (i.e., S. K. Lee 2014; Hudson et al. 2019). The ex ante studies can be large scale, examining a broad range of destinations, but tend to be case studies estimating supply and demand elasticities on the basis of existing hotel sales at a particular point in time (i.e., Hiemstra and Ismail 1992). The ex post studies tend to be longitudinal and measure actual tax effects but are typically limited by studying only one or a small set of destinations (i.e., Bonham and Ganges 1996; S. K. Lee 2014). Regardless of methodology, however, what is clear is that price plays a critical role in determining the competitiveness of travel destinations and, therefore, their demand sensitivities (Dwyer and Forsyth 2011; Dwyer, Forsyth, and Rao 2000). As one might therefore expect, price is deservingly very central in this literature.

In one of the early studies in the literature on the effects of lodging taxes, Combs and Elledge (1979) assumed demand for accommodations to be nearly perfectly inelastic. Not surprisingly, this assumption resulted in findings that suggested taxing lodging facilities could raise revenue without any significant repercussions for the demand for lodging. Mak and Nishimura (1979) similarly argued that hotel taxes instituted by the state of Hawaii did not significantly disrupt the demand for lodging, as tourists choose instead to reduce other types of spending.

The need to better understand consumer elasticities with respect to lodging prices was nonetheless apparent. A handful of articles emerged thereafter recognizing that the tax incidence is likely shared between lodging providers and guests, and that the assumption of perfectly inelastic demand might be untenable. Consequently, the subsequent scholarship turned toward the estimation of elasticity, yet the findings across studies were frequently at odds. For example, Fujii, Khaled, and Mak (1985), using data from Hawaii, concluded that not all the burden of occupancy taxes could be exported to visitors. Bonham and Gangnes's (1996) study, also using data from Hawaii, investigated the ex post effect of an accommodation tax in a time series study, similarly finding that such taxes do not significantly dampen hotel revenues. Conversely, Hiemstra and Ismail (1993) concluded that much of the incidence of such taxes is absorbed by the hotel industry (see also Hiemstra and Ismail 2001).

More recently, in a study conducted at the Algraves region of Portugal, do Valle at al. (2012) provide some evidence that tourist taxes might potentially be effective, although how such taxes are earmarked may be an important factor in determining willingness to pay for such taxes. S. K. Lee (2014), using a spatial panel model analyzing data from the Midland–Odessa lodging region. found that lodging taxes are substantively disadvantageous to hotels in localities where taxes are higher in comparison with neighboring localities. On the other hand, Hudson et al (2019), in a study of eight destinations, did not detect significant evidence to suggest that increases in tax rates beyond that of nearby

competing cities may be economically disruptive for cities. Mills, Rosentraub, and Jakar (2019), using county-level data from the state of Florida, similarly argue that tourists are rather price insensitive in their demand for hotel rooms.

Several issues have confounded research initiatives in the domain of lodging taxes—issues that perhaps explain not only the relatively modest size of this literature but also the conflicting nature of results within it. First, as noted previously, the concepts of perfect inelasticity and perfect elasticity are mere academic constructs, and any elasticity estimates resulting from real world data would inevitability lie somewhere in between the two extremes (Arnold 2010). Even if estimates of a destination's demand elasticity might bear strongly toward either extreme, ascertaining the extent to which the incidence would be shared between lodging providers and hotel guests, with possible secondary effects for local communities resulting from any fall in demand is extremely challenging. While the studies in this literature that rely on overly simplistic estimates of elasticity might still provide considerable theoretical insights, any practical inferences must be made while exercising a certain degree of caution.

Second, many of the articles in this literature have not considered that different types of hotel guests likely exhibit different elasticities for the same type of accommodation. It would seem quite reasonable to expect, for instance, business travel to be less sensitive than leisure travel to modest changes in the price of accommodations (Quan 2002; Schamel 2012). Not surprisingly, a study conducted using data from Spain's Balearic Islands suggests that different nationalities exhibit different tourism price sensitivities (see Aguilo, Riera, and Rossello 2005), lending further support to the possibility that a better understanding of customer types might permit a deeper understanding of the effect of lodging taxes. One is similarly inclined to believe that transient and group travelers have different price sensitivities. This was exemplified, for instance, in the Professional Convention Management Association's boycott of New York City as a meetings destination in response to the city's high hotel taxes (McDowell 1993). There is some evidence that hotels may indeed be more concerned about possible loss of business from large group bookings who tend to be more price sensitive (see Anderson 2015), but sourcing data for different types of travelers has been difficult. More rigorous research involving wider geographical areas is perhaps necessary before more conclusive inferences can be drawn. Apart from the different price sensitivities, as the amount of rooms booked by transient and group guests are generally quite different, the resulting global taxes paid vary substantially; thus, different effects of taxes on lodging demand should be expected for these two types of market segments.

Third, even when this type of data has been available, it has only been used for either a single destination or for relatively few destinations (for instance, Mak and Nishimura 1979; Bonham and Gangnes 1996; do Valle et al. 2012;

Mills, Rosentraub, and Jakar 2019). Although these studies undoubtedly offer an in-depth understanding of lodging tax—related implications for the destinations under study, it is somewhat uncertain whether the conclusions made in these studies would also apply across other destinations. One suspects, however, that because the composition of hotel guests varies considerably across destinations, researchers have been restricted in the extent to which they have been able to draw generalizations based on their findings from a small number of destinations.

Fourth, taxation is only one of the variables affecting the prices faced by consumers, making empirical analyses seeking to estimate elasticity particularly difficult. Issues such as inflation, changes in competitive conditions, changes in labor rates, etc. are only some of the many factors that can affect the cost of doing business, and, therefore, also affect room rates. C. G. Lee (2011) indeed finds that economic conditions are an important determinant of fluctuations in room rates. Controlling for economic conditions is often beyond the scope of most studies in this body of work.

Fifth, the observation that room rates are not the sole determinant of demand, adds a further layer of complexity to research in this domain. Other factors, such as the general economic conditions of a region, also impact travel behavior and therefore affect the demand for lodging. There is evidence that during economic downturns, hotel performance metrics, including occupancy rates and revenue per available room, are affected (Chen 2010; Kosová and Enz 2012; Zheng 2014). These factors can vary across destinations and, therefore, present considerable hurdles to effectively isolating the effects a tax increase from other confounding determinants of demand.

It is possible that the issues outlined above might explain the conflicting nature of results in this scholarship. While some studies argue that lodging taxes are indeed an efficient revenue source for a region and do not disrupt visitor numbers, other studies conclude that the negative effects of taxes are substantial. More research is perhaps needed using more comprehensive data both in terms of geographic scope and with regard to these other factors. The present study advances the literature at least somewhat in this regard.

Research Objective

A critical gap in the literature is an ex post research examining a large, diverse set of destinations to develop a more generalizable understanding of the effects of lodging taxes. The analyses in this article were conducted using an extensive data set created by merging two independent sets of data—tax rate data for 150 urban destinations from HVS and hotel performance data from STR.

Furthermore, unlike much of existing research in which the potential effects of differences in the customer base are not considered, these data allow analyses that recognize differences in key customer types. The hotel market is

commonly segmented into three major segments: transients, group, and contract. Transient and group business comprise the vast majority of hotel business, 71.2 percent and 24.4 percent in 2019, respectively (STR 2020). To presume that the effects of lodging taxes are the same for these primary markets is to assume that transient and group guests have both similar decision-making capabilities and processes and consider similar choice sets. Neither of these assumptions seems viable. There is substantial evidence that group business customers are more rational, more experienced, and reflect a more informed and deeper consideration of alternatives (Crouch and Ritchie 1998; Lilien 2016; Crouch, Del Chiappa, and Perdue 2019). Further, many group travel decisions, particularly for meetings, conventions, and trade shows, involve dramatically different choice sets. For most transient travelers, the destination choice typically precedes the lodging choice (Perdue and Meng 2006). As a result, the transient lodging choice set is generally constrained to lodging accommodations within the destination all of which have the same tax structure. By comparison, group business, particularly for meetings, conventions, and trade shows, involves the simultaneous consideration of destinations and lodging as group decision makers consider host bids from alternative cities/properties (Crouch, Del Chiappa, and Perdue 2019); their choice set is very likely alternative destinations with varying tax structures. Given the more informed and experienced decision making, the greater competition, and the greater availability of substitute lodging with different tax structures, it is reasonable to expect that group accommodation decisions are more elastic and, as a result, more sensitive to lodging taxes.

Hypothesis 1: Lodging taxes have a more negative effect on hotel performance (as reflected in Revenue Per Available Room) for group bookings than for transient bookings.

Formally, transient rooms are defined as those that are sold to individuals and groups of fewer than 10 rooms, while group rooms are those that are sold to groups involving 10 or more rooms. There are several reasons why we expect groups to be more sensitive to price increases than transient travelers. One, group bookings are typically made for conferences and large events. Because groups usually have some flexibility in terms of where these events could be hosted, changes in prices at a destination have the potential to result in groups choosing other host destinations. Two, because group bookings are made in bulk, hotels are more likely to offer attractive discounts to group customers to compensate for the tax increases, thereby absorbing some of the tax increases. Third, one expects that group rooms result from negotiations by professional event planners who are experienced in large event planning and destination selection. Indeed, a study by Crouch, Del Chiappa, and Perdue (2019) suggest that as event planners become more

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experienced, they become increasingly concerned with a wider set of attributes, including costs, in the destination selection process. In contrast, one might expect that transient travelers are less experienced in the purchase of accommodations, and hotels are, therefore, more likely to pass on the burden of the tax to them.

Method

In order to estimate the effects of taxes on RevPar (revenue per available room) for transient customers and groups, a system of equations is proposed. As room allocations for transient and groups are interdependent, potential correlations may exist in the error terms across equations; thus, a system of simultaneous equations was used to capture this feature. Accordingly, the RevPar metrics for transient (Tr) and groups (G) for period t are proposed to be explained through the following equations:

$$\begin{split} RevPar_{Tr,t} &= \alpha_{Tr} + \beta_{Tr} Tax Var_{t-1} + \gamma_{Tr,1} CIV_t \\ &+ \gamma_{Tr,2} RSV_t + \gamma_{Tr,3} GDV_t + \varepsilon_{Tr,t} \\ RevPar_{G,t} &= \alpha_G + \beta_G Tax Var_t + \gamma_{G,1} CIV_t \\ &+ \gamma_{G,2} RSV_t + \gamma_{G,3} TDV_t + \varepsilon_{G,t} \end{split}$$

where $TaxVar_t$ is the tax variation between years t and t-1, and β represents the effect of $TaxVar_t$ on $RevPar_t$. Subscripts Tr and G determine the segment—transient and groups—analyzed. CIV_t is the coincident index variation, RSV_t is the rooms supply variation, and TDV_t and GDV_t are the demand variations for transient and groups, respectively. The parameters γ_I , γ_2 , and γ_3 reflect the effects of these variables on $RevPar_t$. The constant is represented by α and the error term by ε_t . Full-information maximum likelihood is used to estimate the parameters.

Sample and Variables

The data set used in this study is constructed using data from two sources. Tax rates for 150 of the largest US cities were first obtained from the annual Lodging Reports prepared by Hospitality Valuation Services (HVS) for each of the years 2013-2018. Those are the years where data are available, which makes this longitudinal database quite unique. HVS reports the highest applicable rate within a city—a rate that in general would be applicable to hotels in the Central Business District (CBD), city center, or airport areas of cities. Each HVS city was matched to the corresponding Smith Travel Research (STR) submarket(s), and relevant hotel data for those submarkets were obtained from Smith Travel Research (STR). As a result of this matching, the final sample is composed of 104 STR submarkets that results in 7488 observations (104 STR submarkets times 72 months). However, some months were missing for some submarkets, so 379 observations were removed from the analysis. This

process resulted in a total of 7109 observations. Note that the unit of analysis is the STR submarket; while data on individual hotels would permit the examination of each hotel as the unit of analysis and thereby increase precision, it is not viable to obtain differentiated data for transient versus group business for each individual hotel.

The dependent and independent variables used in the system of equations are described next.

Dependent variable. Regarding the dependent variable, $RevPar_t$ is used, which is defined as revenue divided by the number of rooms available in period t.

Independent variables. Concerning the independent variables, the analysis distinguished between the central variable of this study (i.e., taxes) and some control variables that capture different geographical scopes.

Central variable. $TaxVar_t$ was obtained through the difference between tax rates in year t and t-1. As transient customers tend to book later than groups, $TaxVar_t$ was used for transient and $TaxVar_{t-1}$ for groups.

Control variables: A series of control variables were used as independent variables. The purpose was to control the evolution of the market at three different levels, namely, state, city, and segment. This way, from the most general dimension (state level) to the narrowest dimension (segment level), our analysis takes any potential trend in these three levels into consideration: Coincident index variation, (state level): The state coincident indexes—created and provided by the Federal Reserve of Philadelphia (2019)—were generated through a combination of four state-level metrics (nonfarm payroll employment, average hours worked in manufacturing by production workers, the unemployment rate, and wage and salary disbursements deflated by the consumer price index) to reflect the current economic situation in a state in one single measure (Crone and Clayton-Matthews 2005). The state coincident index was expected to capture the trend of each state's gross domestic product. Coincident index variation is obtained through the difference between coincident indexes in year t and t-1. Rooms supply variation, (city level): Rooms supply shows the amount of available rooms in a city, obtained from STR. Rooms supply variation is obtained through the difference between rooms supplies in year t and t-1. Demand variation, (segment level): Transient demand and group demand capture the amount of reservations for each segment. Demand variation is obtained from STR and calculated through the difference between demand in year t and t-1. Table 1 shows the descriptive statistics for these variables.

Results

Prior to estimating the system of equations, potential collinearity was analyzed. The variance inflation factors of all

Table I. Descriptive Statistics.

Variable	Mean/Percentage	Standard Deviation
$\overline{RevPar_{Tr,t}}$	85.12	48.24
$RevPar_{Tr,t-1}$	82.37	48.06
RevPar _{G,t}	47.08	23.36
$RevPar_{G,t-1}^{G,t}$	46.20	22.78
$ADR_{Tr,t}$	189.16	57.50
$ADR_{T_{r,t-1}}$	184.04	57.04
$ADR_{G,t}$	180.02	62.73
$ADR_{G,t-1}$	175.43	61.78
$OR_{Tr,t}$	43.01	10.76
$OR_{Tr,t-1}$	42.66	10.87
OR _c ,	26.06	9.34
$OR_{G,t-1}$	26.28	9.39
$Demand_{Tr,t}$	88,254	119,740
$Demand_{Tr,t-I}$	87,212	117,339
Demand _{G,t}	50,208	59,958
$Demand_{G,t-I}^{G,t-I}$	50,294	59,273
Tax percentage,	14.25%	
Tax percentage _{t-1}	14.17%	
Tax percentage _{t-2}	14.15%	
Supply,	174,546	225,665
Supply _{t-1}	174,209	225,152
Coincident index,	120.58	10.94
Coincident index $_{t-1}$	115.99	10.45

parameters were below the recommended value of 10 (Neter, Wasserman, and Kutner 1989). Thus, collinearity did not seem to be a concern. Heteroskedaticity was also tested; the Breusch–Pagan test rejects homoskedasticity (F_4 = 22.4; p < 0.01, for transient and F_4 = 51.3; p < 0.01 for groups). Therefore, the White heteroskedasticity-consistent standard errors were computed (H. White 1980).

Table 2 presents the parameter estimates for the systems of equations. The central variable, the effect of tax variation on RevPar, was nonsignificant for transient but significant and negative for groups. This result supports the hypothesis that lodging taxes have a more negative effect on hotel performance (as reflected in RevPar) for group bookings than for transient bookings.

The analysis for the control variables found the following. For the transient segment, the coincident index variation was significant and positive, rooms supply variation was significant and negative, and transient demand variation was significant and positive. It seems that the better the state economy (as reflected by the coincident index variation) and the greater the transient demand, the higher the transient RevPar. However, as rooms supply increased (rooms supply variation), the lower the RevPar. For group segments, the coincident index variation was nonsignificant, but rooms supply variation was significant and negative, and group demand variation was significant and positive. As before, the greater the group demand, the better the group RevPar, and

the more rooms available (rooms supply variation), the lower the RevPar.

Robustness Checks and Extensions

This section checks for robustness and extends the results obtained in the general model in four different ways: (1) by including additional control variables related to seasonality (model 1 in Table 3); (2) by using the tax variations in percent changes (model 2 in Table 3); (3) by looking at the overall measures (model 4); and (4) by extending the analysis beyond RevPar to analyze Occupancy Rate (OR) (model A in Table 5) and Average Daily Rate (ADR) (model B in Table 5).

First, controlling for seasonality. As the effect of tax rates on demand can be different depending on the month of the year, it was important to control for the potential month effect; a dummy variable was included in the system of equations to reflect. Model 1 in Table 3 shows the parameter estimates that are consistent after the inclusion of the seasonality variables; that is, the negative effect of taxes on RevPar was greater on group business than transient business.

Second, sensitivity analysis of the definition of the tax variation was conducted. The model in Table 2 includes the tax variation variables through the difference between tax rates in year t and t-1 for transient and through the difference between tax rates in year t-1 and t-2 for groups. However, we need to check whether these results are sensitive to the absolute versus relative measures of tax changes, so that we can confirm these results. Model 2 in Table 3 shows the effect of tax variations expressed in relative terms, that is (tax rate_{t-1}-tax rate_{t-1}) / tax rate_{t-1} for transient and (tax rate_{t-1}-tax rate_{t-2}) / tax rate_{t-1} for groups. The results confirm the parameter estimates obtained in Table 2, in line with the hypothesis stated.

Table 4 reflects the results for the analyses of the overall measures. Although the hypothesis was based on the potential differential effect of tax rates on transient versus group segments, it was worthwhile to analyze the overall effect to see whether this distinction is maintained. It would permit an observation of, first, a general effect of tax rates on demand, and second, any indications as to the different patterns found for the transient versus group demand. A regression analysis with a single equation model is conducted, and the results present no significant effect for Tax $variation_{(year\ t)-(year\ t-1)}$ and significant and negative effect for Tax variation_{(year t-1)-(year t-2)}; these results are in accordance with the parameter estimates obtained previously. Note however that the variable Tax variation_{(year t-1)-(year t-2)} is only marginally significant at 10%; this loss of significance can be expected as the overall measures do not split the potential impact of transient versus group segment.

Next, the analysis extended the results beyond RevPar. As the RevPar metric depends on occupancy rate and ADR Sharma et al.

Table 2. Tax Effect on RevPar.

		Parameter	SD
Transient	Tax variation _{(year t)-(year t-1)}	-2.5087	11.8225
	Coincident index variation _{(year t)-(year t-1)}	0.4303 ^a	0.0687
	Rooms supply variation _{(year t-)-(year t-1)}	-0.0003ª	0.0000
	Transient demand variation (year t)-(year t-1)	0.0003ª	0.0000
	Constant	1.3989ª	0.3404
	R-squared	0.1629	
	Adjusted R-squared	0.1620	
Group	Tax variation _{(year t-1)-(year t-2)}	-37.274 ^a	13.9525
•	Coincident index variation _{(year t)-(year t-1)}	0.0875	0.0831
	Rooms supply variation _{(year t)-(year t-1)}	-0.000 l ^a	0.0000
	Group demand variation $(y_{\text{car}t}) - (y_{\text{car}t}) - (y_{\text{car}t})$	0.0005 ^a	0.0000
	Constant	0.8945	0.4182
	R-squared	0.3516	
	Adjusted R-squared	0.3508	

a. $p \leq 0.0\,I$.

 Table 3. Tax Effect on RevPar: Seasonality and Percent Changes.

			el I	Model 2	
		Parameter	SD	Parameter	SD
Transient	Tax variation _{(year t)-(year t-1)}	-2.4996	11.8075	-0.5628	2.7919
	Coincident index variation $(year\ t)-(year\ t-1)$	0.4302a	0.0687	0.5525a	0.0788
	Rooms supply variation _{(year t)-(year t-1)}	-0.0003a	0.0000	-0.0003a	0.0000
	Transient demand variation $(year t)$ $(year t)$	0.0003ª	0.0000	0.0003ª	0.0000
	Feb	0.5591	0.5607	0.3715	0.7285
	Mar	1.2434 ^b	0.5603	1.4103	0.6846
	Apr	0.7898	0.5607	0.6741	0.6607
	May	1.1743 ^b	0.5599	1.0995	0.6916
	Jun	1.0531	0.5598	1.1359	0.7271
	Jul	0.5849	0.5599	0.3648	0.7158
	Aug	0.7289	0.5599	0.3347	0.7166
	Sept	0.9493	0.5581	0.9079	0.6959
	Oct	1.2806 ^b	0.5573	1.2489°	0.6675
	Nov	0.6326	0.5569	0.4294	0.7332
	Dec	0.4119	0.5582	0.3274	0.7152
	Constant	0.6162	0.5085	-0.1162	0.6614
	R-squared	0.1651		0.167	
	Adjusted R-squared	0.1618		0.163	
Groups	Tax variation _{(year $t-1$)-(year $t-2$)}	-37.22 I ^a	13.9386	-5.2507 ^a	1.8191
•	Coincident index variation (year t)-(year t-1)	0.0862	0.0830	0.0917	0.0794
	Rooms supply variation _{(year t)-(year t-1)}	-0.0001a	0.0000	-0.0001a	0.0000
	Group demand variation (year t)-(year t-1)	0.0005 ^a	0.0000	0.0005^{a}	0.0000
	Feb	0.3043	0.6785	0.2946	0.7029
	Mar	0.6409	0.6786	0.6493	0.7034
	Apr	0.3905	0.6792	0.3851	0.7149
	May	0.1679	0.6779	0.1642	0.7652
	Jun	-0.1341	0.6779	-0.1300	0.7555
	Jul	-0.3579	0.6780	-0.3690	0.6788
	Aug	0.0023	0.6779	-0.0169	0.7432
	Sept	0.2706	0.6754	0.2689	0.7238

(continued)

Table 3. (continued)

	Model I		Model 2	
	Parameter	SD	Parameter	SD
Oct	0.5990	0.6749	0.5984	0.7255
Nov	-0.3384	0.6743	-0.3485	0.8099
Dec	-0.5149	0.6763	-0.5203	1.1107
Constant	0.8146	0.6211	0.7941	0.7121
R-squared	0.3530		0.353	
Adjusted R-squared	0.3500		0.349	

a. p < 0.01.

Table 4. Tax Effect on RevPar: Overall.

	Parameter	SD
Tax variation _{(year t)-(year t-1)}	-24.7040	21.8840
Tax variation _{(year t-1)-(year t-2)}	-33.5012°	19.1044
Coincident index variation _{(year t)-(year t-I)}	0.4697 ^a	0.1289
Rooms supply variation _{(year t)-(year t-I)}	-0.0005^{a}	0.00003
Group demand variation (year t) - (year t-1)	0.0006^{a}	0.0001
Feb	0.5807	0.9430
Mar	1.8582 ^b	0.9439
Apr	0.9416	0.9522
May	1.0562	0.9443
Jun	0.8462	0.8731
Jul	-0.1716	0.9852
Aug	0.1661	0.9009
Sept	1.0673	0.9672
Oct	1.6773	1.0209
Nov	-0.1231	0.8674
Dec	-0.4454	0.8455
Constant	1.2314	0.8240
R-squared	0.2780	
Adjusted R-squared	0.2745	

a. $p \leq 0.0\,I$.

(average daily rate) (remember that RevPar can be obtained by multiplying occupancy rate times ADR), it is expected that tax rates should affect either the occupancy rate or ADR (or both) for those situations in which tax rates affect RevPar. Accordingly, Table 5 shows the effects of tax rates on occupancy (model A) and ADR (model B). This analysis identified the variable that drives the impact on RevPar. Specifically, no effect is found in occupancy and ADR for transient guests (which is expected, as no effect was found for RevPar); nevertheless, a significant effect is observed in group occupancy and a null effect in group ADR. Consequently, the results show that the negative effect of tax rates on group RevPar is driven by the negative impact of tax rates on occupancy. It appears that hotels are not reducing their prices in response to tax increases and, as a result, are

suffering losses in group room demand as groups shift their business to other destinations.

Discussion

This research involved combining two large hotel databases; the HVS tax rate data and the STR hotel performance data. The resulting, unique database allows us to potentially identify differences in the effects of hotel lodging taxes on the two primary hotel customer segments. Considering the two most important market segments for hotels-transient and groups—which together represent 95.6% of a hotel business (STR 2020), different reactions to certain variables should be expected because both segments have distinct decisionmaking capabilities and processes. In particular, regarding lodging taxes, our results show that lodging taxes have a more negative effect on hotel performance for group bookings than for transient bookings. This result is in line with the greater flexibility of groups in terms of where their events could be hosted; in other words, if there is a change in price as a consequence of an increase in lodging taxes, groups can simply opt for a different destination. Also, the fact that group bookings are made in bulk, in the event of a potential increase in taxes, these groups can ask hotels for some discounts to offset that increment in taxes. Finally, the professional character of the negotiations between groups and hotels is central in this context. Group customers are more rational, more experienced, and reflect a more informed and deeper consideration of alternatives (Lilien 2016; Crouch, Del Chiappa, and Perdue 2019).

These results have been confirmed by controlling for (1) seasonality and found that the effect of tax rates on demand is not affected by the month of the year and (2) for the definition of the tax variation, and found that both absolute versus relative measures of tax changes bring about the same conclusions. Interestingly, given that the RevPar metric is formed by occupancy rate and ADR (RevPar = occupancy rate × ADR), uncovering which component absorbs greater effect can be relevant. Accordingly, we found that the negative effect of tax rates on group RevPar is driven by the negative impact of tax rates on occupancy.

b. p < 0.05.

 $b.\ p < 0.05.$

 $c.\;p<0.10.$

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Table 5. Tax Effect on Occupancy and ADR.

		Model A: Occupancy		Model B: ADR	
		Parameter	SD	Parameter	SD
Transient	Tax variation _{(year t)-(year t-1)}	2.9935	4.3907	-2.9123	19.301
	Coincident index variation _{(year t)-(year t-1)}	-0.0336	0.0264	1.1292ª	0.1158
	Rooms supply variation _{(year t)-(year t-1)}	-0.000 I a	0.0000	0.0000	0.0000
	Transient demand variation (year t)-(year t-1)	0.0002^{a}	0.0000	-0.0002^{a}	0.0000
	Feb	-0.0792	0.2157	0.9137	0.9458
	Mar	0.0214	0.2156	1.0147	0.9451
	Apr	-0.0810	0.2157	1.5376	0.9457
	May	0.0503	0.2154	1.1084	0.9443
	Jun	0.0358	0.2154	0.9122	0.9443
	Ĵul	-0.0317	0.2154	0.2421	0.9444
	Aug	0.0072	0.2154	0.3916	0.9444
	Sept	-0.0229	0.2147	1.1943	0.9414
	Oct	0.0286	0.2144	1.7596	0.9400
	Nov	0.0172	0.2143	0.6293	0.9394
	Dec	0.0995	0.2147	-0.1839	0.9415
	Constant	0.4724 ^b	0.1955	0.5225	0.8571
	R-squared	0.3432		0.0658	
	Adjusted R-squared	0.3406		0.0621	
Groups	Tax variation _{(year t-1)-(year t-2)}	-15.5156 ^b	6.1876	3.5366	23.280
GI OUPS	Coincident index variation _{(year t)-(year t-1)}	-0.0489	0.0381	0.4759 ^a	0.1430
	Rooms supply variation _{(year t)-(year t-1)}	-0.000 l a	0.0000	0.0000	0.0000
	Group demand variation (year t)-(year t-1)	0.0002a	0.0000	0.000 la	0.0000
	Feb	-0.0722	0.3117	0.3247	1.1696
	Mar	0.2242	0.3117	0.5809	1.1695
	Apr	0.0501	0.3120	-0.0715	1.1706
	May	-0.0077	0.3114	0.3145	1.1684
	Jun	-0.1815	0.3114	-0.2547	1.1684
	Jul	-0.3032	0.3114	-0.0901	1.1685
	Aug	0.0123	0.3114	-0.6120	1.1685
	Sept	-0.0443	0.3103	0.7163	1.1642
	Oct	-0.1060	0.3100	0.7081	1.1632
	Nov	-0.1073	0.3097	-1.1236	1.1621
	Dec	0.0989	0.3106	-1.2544	1.1655
	Constant	0.1769	0.2851	2.8634 ^a	1.0698
	R-squared	0.3701	0.2001	0.0376	
	Adjusted R-squared	0.3672		0.0376	

Note: ADR = average daily rate.

Conclusions

The COVID-19 pandemic is dramatically, negatively impacting state and local budgets throughout the USA. As the search for tax revenue intensifies over the next few years, it is reasonable to anticipate that increases in lodging taxes will be considered once the travel industry begins to recover. Understanding the potential effects of lodging tax changes will be extremely important to these tax policy deliberations.

Accordingly, this article has analyzed the impact of lodging taxes on the performance of US hotels; it has

substantively extended the existing research by looking at the effects of lodging taxes on the two primary hotel market segments. The empirical application conducted on a sample of 7,109 observations corresponding to more than a hundred submarkets from 2013 to 2018 finds that lodging taxes have a more negative effective on hotel performance (RevPar) for group bookings than for transient bookings. As groups usually have some flexibility regarding the location of events, they might change destination if a tax increase is observed; in effect reducing occupancy rates. To prevent this consequence, hotels may be more inclined to offer discounts to

a. p < 0.01; b. p < 0.05.

groups to absorb some of the tax increase, reducing their ADRs. Both effects seem to lead to a reduction in RevPar for group business. Regarding managerial implications, the result that the effect of taxes depends on the segment (i.e., the effect of taxes on RevPar is negative for group business but not for transient business), means that, in order for public entities to measure the impact of a tax change on a destination, they should take into account the main market segment of that destination and understand the effects of the lodging tax changes not only on hotel lodging spending but also on other spending categories, including restaurants, retail, and entertainment. In fact, when controversial taxes are proposed (e.g., the ecotax), looking at global effects without considering the prevalence of a market segment and the specific effect of taxes on that segment can be misleading.

Although this study used a methodology that overcomes several of the issues that have impacted previous research, it is important to nonetheless acknowledge that there are certain limitations that must be considered. For example, in this article, we do not consider how destinations spend monies raised by lodging taxes. We know, for example, that destinations often invest a portion of the revenues raised from lodging taxes into initiatives that promote tourism (Spengler and Uysal 1989). In the state of Minnesota, for example, 95% of the collected monies are used to fund local conventions and visitor bureaus (Dalton 2019). In other markets—like Chicago—whether the revenues are being reinvested into tourism is questionable (Hudson et al. 2019). While we admit that the extent to which cities reinvest lodging tax revenues collect back into the promotion of tourism may impact any destination level tourism metric, obtaining the necessary data required to control for this is challenging. A second limitation of our study results from the fact that our dataset is constructed by matching tax data from HVS and hotel performance data from STR. Each of these data providers use different geographical units. Although we have made our best attempt to match the geographical units as accurately as possible, we admit that perfect matches are not possible for every single destination. Finally, a third limitation is that we do not have data from the decision makers. With data on the process that decision makers follow to choose a destination and therefore a hotel, we could determine via discrete choice models (such as logit models) the determinant factors, among which the tax rate would be included, are relevant to the decisions made.

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The Effect of Proposed Hotel Room Tax Increases in the U.S.: A Review

Dr. Russ Kashian and Pasan Samaranayake





Tourism - Nationally

- The U.S. tourism industry generates \$590 billion per year in revenue and is responsible for 5 million in employment.
- It also yields \$160 billion in tax revenues to states and localities.





Purpose of the Research

- This analysis is based upon prior research on whether tourists are sensitive to tax hikes.
- To properly assess the outcome of the tax policy, we first develop an understanding of the elasticity of demand of tourists, then address the effects of the tax policy on tourist expenditure in general.

Price Elasticity of Demand

- The elasticity of demand is the percentage change in demand, per percentage change in price or income.
- Price elasticity of demand determines the sensitivity of demand due to a price change of a good or service.





Categories of Price Elasticity of Demand

- Demand is elastic if
- Demand is inelastic if
- Demand is unit elastic if

$$|\varepsilon| > 1$$

$$|\varepsilon| < 1$$

$$|\varepsilon| = 1$$





Who bears the Tax Burden?

- Elasticity of a good determines who carries the burden of the tax
 - If it is inelastic, the burden is primarily on the buyers(tourists)
 - If it is elastic, the burden is on the suppliers(hotels)
- Based on the body of research about elasticity of demand for hotel rooms, tourism is <u>inelastic</u>.
- Thus, we expect tourists to bear more of the burden of the tax increase.

Estimates for Price Elasticity of Demand for Hotel Rooms

Paper/Source	Elasticity Estimation
Hiemstra and Ismail (1993)	0.44
Canina and Carvell (2005)	0.13
Collins and Stephenson (2018)	0.7





Luxury and other Expensive lodgings

- Cabins and other more expensive lodging are considered as more elastic services, and they tend to be more price-sensitive than other forms of lodging (Corgel et al, 2012).
- However, any detriments of a tax hike can be countered by two factors:
 - High degrees of customer loyalty and satisfaction for lodging reduces price sensitivity (Assaf et al., 2012).
 - Those with high incomes tend to be less price-sensitive to changes in prices (Waqas-Awan, 2020). Tourists who utilize these types of lodging tend to have higher income





Relationship between the Hotel Tax Rate and Hotel Revenue

- Research indicates that there is little evidence of tax rates impacting hotel revenue.
- Additionally, directedly taxing tourism services is the most efficient form of tax collection (Gooroochurn et al., 2005).
- This disconnect was observed in Wisconsin, where tax rates and hotel revenues had an extremely weak relationship (Kashian et al, 2020)



Tax rates and Total Tourism Spending

- There can be a decline in the total spending per tourist due to the increased tax rate (Forsyth et al., 2014).
- However, possible negative effects could be countered by directing more tax revenue into tourism (Mak 1988)
 - But the benefits of the increased spending diminishing with higher levels of spending (Deskin & Seevers, 2010).





Conclusion

- Demand for lodging is inelastic, thus tourists are less sensitive to price changes
- There is no strong relationship between tax rates and hotel revenue
- Earmarking tax revenue to the industry would help reverse any adverse effects on total tourism spending.
- Based on the research, we can conclude that a tax hike would not harm the tourism industry of Door County.





The Effect of Proposed Hotel Room Tax Increases in the U.S.: A Review

Russell Kashian, PhD Professor and Director Fiscal and Economic Research Center University of Wisconsin

1. Introduction

The U.S. tourism industry generates \$590 billion per year in revenue and is responsible for 5 million in employment¹. It also yields \$160 billion in tax revenues to states and localities. In addition, it is an industry that is to experience annual growth, in terms of number of firms and employment, of over 5% for the next years. This review focuses on the likely effects of increasing a local hotel room tax on tax revenues and hotel revenues. Note that as sales and employment grow, tax revenues independent of changes in the tax rate.

This analysis is based upon prior research on whether tourists are sensitive to tax hikes. To properly assess the outcome of the tax policy, we first develop an understanding of the elasticity of demand of tourists, then address the effects of the tax policy on tourist expenditure in general.

2. Review

Price elasticity of demand determines the sensitivity of a price change of the tourists. When demand is inelastic or less sensitive, the burden of the tax is mostly carried by the consumers, or in this case the tourists. Thus, the vendors have little burden imposed on them from the policy (Combs & Elledge, 1979).

¹ The numbers for industry revenues and employment have been obtained from IBISWORLD; tax revenue information was obtained from ustravel.org.

There are several key findings in the economic literature that confirm elasticity of demand for tourists and visitors is less than suppliers of accommodation (i.e., hotels, motels, cabins, etc.). Based on the literature the FERC gathered, elasticity of demand typically lied between -0.13 to -0.7 (Canina and Carvell (2005); Collins and Stephenson (2018)). An elasticity value with a magnitude less than one is considered as inelastic. Hence, the FERC can safely conclude that elasticity of demand for tourism is inelastic.

The brunt of the tax burden on accommodations are usually held by visitors; therefore, non-residents significantly contribute to the tax revenue. In Florida, it was found that visitors bore most of the burden of the tax hike. Additionally, tax changes in a given county within Florida did not create significant spillover effects to other counties within the state (Mills and Jakar, 2019). If Door County raises its hotel room tax rate, we mostly expect the tourists to pay the tax revenue, and that they will not seek lodging in other counties in response to the tax raise.

Cabins and other more expensive lodging are considered as more elastic services, and they tend to be more price-sensitive than other forms of lodging (Corgel et al, 2012). In theory, a tax hike should reduce the demand for these types of lodging more significantly than inexpensive services. However, the literature suggests that two forces counter the change in demand. First, high degrees of customer loyalty and satisfaction for lodging decreases the price elasticity of demand, thus reduces their price sensitivity (Assaf et al., 2012). Secondly, those who can afford more expensive forms of lodging tend to be in the higher income strata. Those with high incomes tend to be less price-sensitive to changes in prices (Waqas-Awan, 2020). Thus, it is unlikely that these forms of accommodation would suffer from a tax increase.

The next question we must answer is whether a change in the tax rate would significantly impact hotel revenues. The literature mostly agrees that changes in tax rates do not have a

significant negative effect on hotel revenues. There is also evidence that directly taxing tourism services is the most efficient way to tax the industry (Gooroochurn et al., 2005). A study from Hawaii concluded that there was no evidence of tax rates impacting hotel revenues (Bonhan et al., 1992). Incidentally, the previously cited Florida study supplied more evidence for the weak relationship between tax rates and hotel expenditures (2019).

The disconnect between tax rates and hotel revenues is also present within the Wisconsin economy. Kashian et al. observed the changes in hotel variation concerning tax rated from 280 localities across Wisconsin using simple linear regression and quadratic linear regression methods (2020). They concluded that while tax rates depict a significant effect on hotel revenue, the results show that the explanatory power of the independent variables to describe the variation of hotel revenue was low. The analysis concluded that an increase in tax rates would have a minimal effect to no effect on revenue collection.

When we took into consideration the entirety of the direct spending by tourists at a location, tax hikes have the potential to reduce spending in other areas of tourism, while providing greater tax revenue to the region. From transportation to other activities, tourists may decide to limit their activities based on their budgetary limits (Forsyth et al., 2014). Once again, research suggests that the adverse effects of tax hikes can be countered by directing tax revenue towards the tourism industry (Mak, 1988; Kashian et al., 2020). However, additional benefits to the tourism industry diminish at the margin. When the aggregate tax expenditure for tourism by the county increases, the incremental effects to tourism decreases as the spending increases (Deskin & Seevers, 2010).

In conclusion, based on prior literature, demand for lodging tends to be inelastic. Tax changes and hotel revenues do not have a strong explanatory relationship. In some instances,

there is no evidence for a relationship. While there can be some effects on tourism-related spending, earmarking tax revenue to the industry would help reverse the effects. Based on the research, we can conclude that a tax hike would not harm the tourism industry of Door County. If the county implements the increased revenue effectively, the entirety of the county, visitors, and the state can benefit from this policy.

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THE IMPACT OF THE HOTEL ROOM TAX: AN INTERRUPTED TIME SERIES APPROACH

by

Carl Bonham, Edwin Fujii, Eric Im and James Mak

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ABSTRACT

Travel destinations commonly levy hotel room taxes to finance services demanded by tourists and residents. Evidence to date on the effects of a hotel room tax have centered on *ex ante* analyses of the incidence of a hotel room tax and its effect on the demand for travel and vacation goods. In this paper we employ interrupted time series analysis to estimate *ex post* the impact of a hotel room tax on real net hotel revenues by analyzing that time series before and after the imposition of the tax. We find that the tax had a negligible effect on real hotel revenues.

I. Introduction

Travel destinations commonly levy special tourist taxes to finance public services demanded by tourists and residents. A popular tax is the ad valorem hotel room (transient accommodation) occupancy tax, typically assessed as a percentage of the rental price of an occupied hotel room. In 1990, 47 out of 50 states in the U.S. levied taxes on hotel room rentals [Hiemstra and Ismail, (April 1990, p. 4)]. Alaska, California, and Oregon do not levy state taxes on room rentals but permit localities to levy hotel room taxes.

In recent years, rising fiscal responsibilities combined with the growing reluctance of residents to pay higher taxes have induced many state and local governments to enact new taxes or increase rates on existing hotel room taxes. Since 1987, Atlanta raised its hotel room tax from 8% to 11%, Fort Lauderdale from 7% to 9%, Portland, Oregon from 6% to 9%, Dallas from 9% to 13%, and Columbus, Ohio from 11.5% to 15.5%. In August 1984, the average hotel room tax rate in 45 U.S. cities with room taxes was about 7% (Mak, 1988). A similar survey of 242 U.S. visitor convention bureaus found that the average hotel room tax rate in January 1990 was nearly 10% [Hiemstra and Ismail, (1990, p. 4)]. With the enactment of a 5% hotel room tax by the State of New York in June 1990, New York City currently has the highest hotel room occupancy tax in the U.S. at 19.25% plus \$2 on every room priced at \$100 or more.²

The popularity of the hotel room tax stems from the widely held perception that its burden is largely borne by tourists rather than residents with little negative impact on industry sales. For example, Combs and Elledge (1979, p. 203) argued, without empirical

¹ Wall Street Journal, Tax Report, March 8, 1989.

² See "New York's Hotel Tax Highest in the Nation," The Sunday Honolulu Star Bulletin and Advertiser (September 16, 1990), p. F4.

evidence, that the "demand for lodging in a resort [is] inelastic with respect to price," and concluded that "a small ad valorem tax imposed on motel rooms and other forms of temporary lodging would have very little impact on the industry and would generate substantial revenue for the local government." Hotel operators, by contrast, generally believe that a hotel room tax harms the industry. However, empirical studies on the impact of the hotel room tax yield contradictory results.

In a previous article in this journal, Fujii, Khaled and Mak (1985) estimated the ex ante incidence of a proposed hotel room tax in Hawaii. We are unaware of any empirical studies that measure the ex post effect of the imposition of a hotel room tax. The purpose of this paper is to estimate the impact of the 1987 Hawaii hotel room tax by comparing the real net (after tax) rental receipts of hotel operators before and after the imposition of the tax. A novelty of this paper is the use of tax base rather than survey data to measure hotel receipts. We measure the impact of the tax on real net rental receipts using the method of interrupted time series analysis.

II. Taxing Hotel Room Rentals in Hawaii

Act 340 passed by the 1986 Hawaii State Legislature imposes a 5% "transient

³ See, for example, Schofield (1991), p. 1.

⁴ See, for example, Fujii, Khaled and Mak (1985), Zuraski and and Sanders (1989), and Hiemstra and Ismail (1991).

⁵ This partial equilibrium model demonstrated that the burden of a hotel occupancy tax is approximately equal to the tax et al. and a demand elasticities for lodging. Empirical estimates suggested a supply elasticity of 2 and a demand elasticity of 1, yielding the prediction that approximately two thirds of a hotel room tax would be passed on to visitors in the form of higher prices. This study, however, like other extant studies, predict the incidence of the tax ex ante.

accommodation" tax, commonly called the hotel room tax, on proceeds from the rental of "transient accommodations" beginning January 1, 1987. The tax applies to the gross proceeds from room rentals and includes the hotel tax "visibly passed on and collected". Thus the tax base for the hotel room tax is equal to 1.0525 multiplied by the rental price of the hotel room. The effective tax rate is 5.25% of the rental price of the lodging. With exceptions for very small hotel operators, monthly returns and payments are due by the end of the month following the transaction month. The new transient accommodation tax is in addition to the 4% sales (i.e. general excise) tax levied on the gross proceeds received by the sellers for all retail transactions, including hotel rentals. Hence, the combined tax on hotel room rentals rose from 4.16% to 9.41%. Tax collections under the two taxes are displayed in Table 1.

In fiscal year 1990, the State collected \$82 million from the transient accommodation tax, making it the third largest source of state government revenues after the general excise tax and the state income tax. An additional \$62 million was collected from the general excise tax levied on hotel room rentals.8

⁶ Transient accommodations are defined as accommodations that are customarily occupied by a transient for less than 180 consecutive days. A transient is a person who does not have the intention of making the accommodation a permanent place of domicile. Exemptions are granted for health care facilities, school dormitories, nonprofit corporations, military personnel on permanent duty, and government-subsidized low-income renters. See Bock, Brilliant, and Gerding, (1990).

⁷ For example, since the tax base (B) is inclusive of the tax charged hotel guests, in order to net room revenue (R), hotels must add on a tax to guests of 5.25%. That is:

B = 1.0525*RAfter tax (= .05*B), hotels net (1-.05)*B = .95*B = .95*1.0525*R = R.

⁸ See the State of Hawaii, Department of Taxation, Annual Report, 1989-1990 (Honolulu, 1990).

Table 1

Tax Collections from Hotels and Transient Accommodations

(in thousands of dollars)

Fiscal Year	General Excise Tax	Hotel Room Tax	Total
1987	\$49,919	\$23,510	\$ 73,429
1988	\$56,612	\$62,279	\$123.951
1989	\$57,608	\$75,973	\$133,581
1990	\$61,931	\$82,438	\$144,369

Source: State of Hawaii, Department of Taxation, Annual Report, 1987-1988, 1988-1989, and 1989-1990.

Notes:

The fiscal year runs from July 1 to June 30. Thus for fiscal year 1987, the transient accommodation tax was in effect for only 6 months. Transient accommodation tax collections were less than half of the general excise tax collections on hotel rentals. This is explained by the lag in getting operators to register for the new tax. As of June 1987, there were 8,619 filers for the transient accommodation tax. In June 1988, there were 10,770 filers.

III. The Model

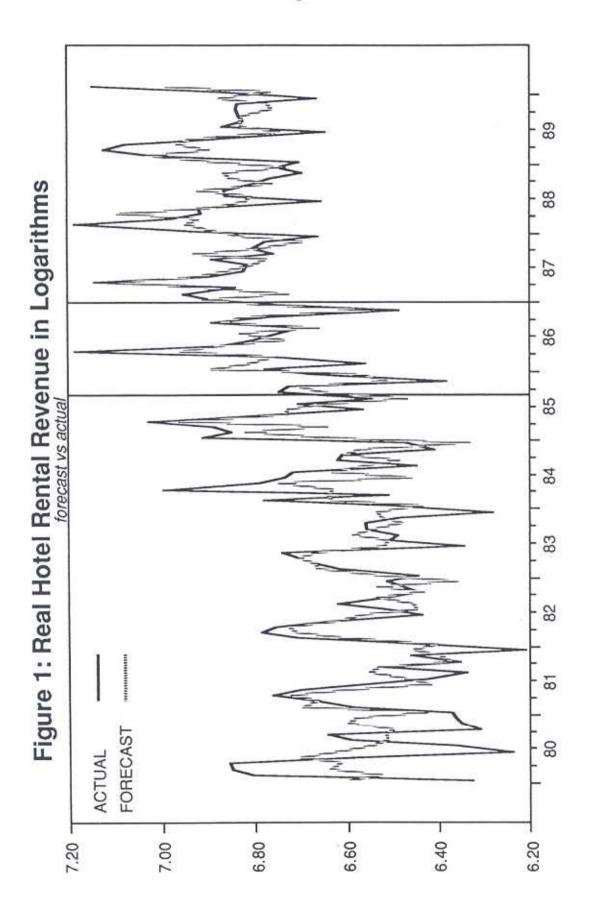
The imposition of a hotel room tax creates a wedge between the price of hotel room rentals to consumers and the after-tax price received by hotel operators. Assuming demand and supply remained unchanged, economic theory predicts that the room tax must always increase the (after tax) price of hotel room rentals to consumers and reduce the net price received by hotel operators, except in cases where the supply or demand elasticity for lodging take extreme values. Indeed, if the incidence of the room tax falls partly on consumers, higher after-tax prices are likely to decrease the quantity demanded for lodging and the net revenues of hotel operators.

To ascertain the impact of the Hawaii transient accommodation tax on hotel industry sales revenues, we applied interrupted time series analysis to monthly data on the natural log of real after-tax hotel rental revenues (lnHR). The hotel revenue series was constructed from the general excise tax base data on hotel receipts. The data span the period from January 1980 to March 1990. See Figure 1.

Our model treats the imposition of the new transient accommodation tax as a quasiexperiment and measures its effect using an interrupted time series model. Time series intervention analysis was first proposed by Campbell and Stanley (1966) and Cook and

⁹ See the Technical Appendix below.

¹⁰ The hotel revenue series is derived by dividing the general excise tax base data on hotel receipts (=total hotel rental receipts * 1.0416) by the U.S. consumer price index times 1.0416. Two adjustments were made to the series. First, since we are modelling consumption and not tax revenues per se, the data are lagged one period (e.g. January tax collections reflect December receipts). Therefore, the data used in the empirical analysis actually begin in December 1979. Moreover, since visitor lengths of stay can span two monthly reporting periods (and average length of stay is about 10 days), we weighted current and previous month receipts by ¾ and ⅓, respectively.



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Campbell (1979) to assess the impact of a discrete intervention in a social process. ¹¹ In our case, the imposition of a transient accommodation tax in January 1987 breaks the time series for real after-tax hotel rental receipts into two discrete segments. The null hypothesis is that the new tax had no significant effect on real net hotel rental receipts.

Two potential exogenous factors are relevant to the empirical analysis. First, in September 1985, the Group of Five nations (the United States, Great Britain, France, Germany, and Japan) agreed to intervene in foreign exchange markets to bring about a depreciation of the dollar relative to other currencies. Second, the Gulf War raised concerns with respect to international terrorism and reduced demand for travel both to Hawaii and elsewhere.

For these reasons, we employed time series intervention analysis with two policy change dummies, one for the exchange rate adjustment and the other for the hotel room tax. We terminated the time series prior to Iraq's invasion of Kuwait.

We employed the following model:

$$lnHR_t = N_t + \Sigma f_i(I_{i,t})$$

where:

lnHR_t = ln(real net after tax hotel receipts)

¹¹ The methodology is described in McDowell, McCleary, Meidinger, and Hay (1980). It has a broad range of applications. For example, Box and Tiao (1975) used it to examine the effectiveness of air pollution control laws, while McPheters, Mann, and Schalagenhauf (1984) analyzed the impact of more severe penalties for the use of firearms on property crime.

The Plaza agreement, as this intervention is referred to, attempted to correct for the appreciation of the dollar relative to other major currencies over the period 1981-1985. See Yarbrough and Yarbrough (1988, p. 437). The impact was swift. The yen/dollar exchange rate, for example, fell from 237 yen per dollar in August 1985 to 127 yen per dollar three years later, cutting almost in half the yen price of vacations in Hawaii. Japanese visitors are a major segment of the Hawaii travel market, accounting for 20% of tourist arrivals but nearly 27% of total tourist expenditures. Not surprisingly, the share of Japanese visitors to Hawaii increased sharply following the devaluation of the yen. An alternative specification which uses the yen/dollar exchange rate in place of the Plaza accord dummy yields very similar results and are available on request.

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$$N_t$$
 = the "noise" component of the ARIMA structure $f_i(I_{i,t})$ = the transfer function capturing the effect of the discrete interventions (i = 1,2)
$$I_{1,t} = 1 \text{ since September 1985 (exchange rate adjustments)} \\ 0 \text{ otherwise}$$

$$I_{2,t} = 1 \text{ since January 1987 (hotel room tax)} \\ 0 \text{ otherwise}$$

The preintervention series is driven entirely by N_t and is assumed to take the form of the following ARIMA model:

$$N_{t} = \mu + \frac{\theta_{q}(B)\Theta_{Q}(B^{s})}{\Phi_{p}(B)\Phi_{p}(B^{s})(1-B)^{\lambda_{1}}(1-B^{s})^{\lambda_{2}}} e_{t}$$
where
$$\mu = \text{mean of } N_{t}$$

$$\Phi_{p}(B) = 1 - \Sigma \Phi_{i}B^{i} \quad (i = 1, 2, ..., p)$$

$$\Phi_{p}(B^{s}) = 1 - \Sigma \Phi_{is}B^{is} \quad (i = 1, 2, ..., p)$$

$$\theta_{q}(B) = 1 - \Sigma \theta_{i}B^{i} \quad (i = 1, 2, ..., q)$$

$$\Theta_{Q}(B^{s}) = 1 - \Sigma \Theta_{is}B^{is} \quad (i = 1, 2, ..., q)$$

are the autoregressive, seasonal autoregressive, moving average, and seasonal moving average polynomials in the backshift operator B of order p, P, q, and Q, respectively. (1-B) and (1-B^s) are the reverse difference and seasonal difference operators, respectively. The parameters λ_1 and λ_2 are binary variables. If the series is first order integrated, $\lambda_1=1$ and 0 otherwise; if the series is first order seasonally integrated, $\lambda_2=1$ and 0 otherwise. The innovation series e_1 is independently and identically distributed with zero mean.

The transfer function for each intervention is described as:

$$f(I_t) = \frac{\omega_h(B)}{\delta_m(B)} (1-B)^D B^k I_t$$

where: $\delta_m(B) = 1 - \Sigma \delta_i B^i \quad (i = 1, 2, ..., m)$

D = 0 if the impact is permanent 1 if the impact is transitory

 $\omega_h(B) = \Sigma \omega_i B^i \quad (i = 0, 1, ..., h)$

k = number of periods by which the initial impact lags behind the intervention point

The path of $f(I_t)$ is determined by $\delta_m(B)$. The permanent impact converges to $\omega_h(B)/\delta_m(1)$. The degrees of polynomials in B, m and h, are empirically determined.

The model is initially fit over the pre-intervention series (80:1 - 85:8) to identify the ARIMA structure underlying the time series. A series of diagnostic checks is performed using the estimated autocorrelation and partial autocorrelation functions. The appropriate ARIMA structure is selected using the rule of parsimony. The transfer functions are then identified and the model is then reestimated with the previously identified ARIMA function imposed on the entire series (80:1 - 90:3).

IV. Empirical Results

The ARIMA structure identified from the pre-intervention sample is:

$$lnHR_t - \mu + \frac{1 - \theta_9 B^9}{(1 - \phi_1 B)(1 - \phi_{12} B^{12})} e_t$$

Parameter estimates are reported in the first column of Table 2. The Q statistic fails to reject the null hypothesis that e, is serially uncorrelated. Thus, we assume that the identified ARIMA structure is appropriate.

To estimate the impact of the imposition of the hotel room tax, we then imposed the pre-identified ARIMA structure on the entire sample along with two transfer functions for the Plaza accord and the hotel room tax. The complete model with the identified transfer functions has the following form:

$$lnHR_t - N_t + \frac{\omega_{1,0}}{(1-\delta_{1,1}B)}I_{1,t-2} + \omega_{2,0}I_{2,t}$$

The ARIMA model estimated for the full sample with the two policy dummies included is reported in the last column of Table 2.¹³ A comparison of forecast and actual real net hotel receipts generated by the model are displayed in Figure 1. While the impact of the exchange rate adjustments was statistically significant, with the subsequent monthly impacts gradually increasing toward the steady state level of $\omega_{1,0}/(1-\delta_{1,1})$, the impact of the imposition of the hotel room tax was negative but not significantly different from zero.¹⁴

¹³ The data set employed and the SAS programs used to compute the empirical results reported in this paper have been forwarded to the editor and are also available from the authors on request.

¹⁴ It is noteworthy that the two sets of estimated parameters of the ARIMA structure in Table 2 are not statistically different from each other pairwise, with each parameter estimate within the other's 95% confidence interval. The ARIMA structure estimated over the pre-intervention period is very stable throughout the full sample period, indicating that the two transfer functions adequately explain the change in the time series during the post-intervention period.

Table 2
Parameter Estimates

Parameters	Pre-Intervention Sample (80:1-85:8)	Full Sample (80:1 - 90:3)
μ	6.59611 (109.29)	6.59602 (123.56)
θ_9	-0.25125 (2.12)	-0.25396 (2.86)
ϕ_1	0.33921 (3.02)	0.24479 (2.76)
ϕ_{12}	0.59489 (5.72)	0.64330 (8.91)
$\omega_{1,0}$		0.02105 (1.78)
${\mathcal E}_{1,1}$		0.92623 (16.47)
ω _{2,0}		-0.00944 (0.13)
Q(24)	21.90	24.98

Notes:

Absolute t statistics are reported in parentheses below each coefficient.

Q(24) is the Ljung-Box Q statistic for the null hypothesis that the first 24 residual autocorreclations are equal to zero. The Q statistic is distributed as a chi-squared statistic with 24-k degrees of freedom, where k is the number of estimated parameters.

V. Conclusion

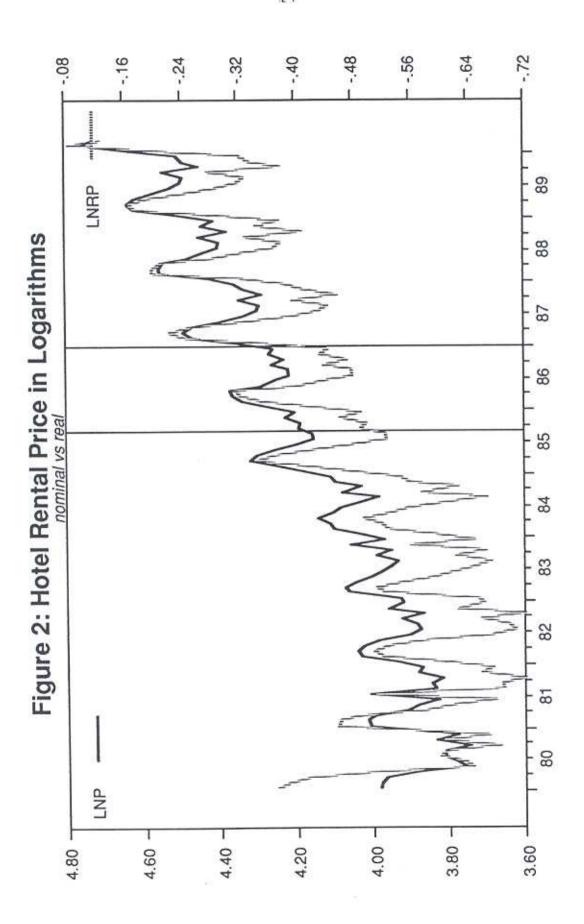
The new hotel room tax has provided a significant source of new tax revenues for Hawaii without a significant negative impact on the local hotel industry. Our results suggest that the hotel room tax is entirely shifted forward to tourists (i.e. the price to buyers rose by the full amount of the tax) with no revenue loss to hotel operators. Thus, the demand for hotel lodging may be close to perfectly inelastic. This is further supported by examining real hotel room rates. Figure 2 shows no sharp decline in the trend of the room rate series before and after the room tax was imposed, indicating that hotel operators were able to shift the tax entirely on to consumers. The results are at variance with the earlier findings of Fujii, Khaled, and Mak (1985) for Hawaii which suggested ex ante that about two-thirds of the tax would be shifted to tourists with a moderately large negative impact on hotel rental receipts.

One plausible explanation for the lack of a significant impact may be that visitors did not know about the new tax. Since the room tax is typically paid by tourists when they check out, they may not have adequately anticipated or responded to the higher effective price of rooms. This would not apply to large numbers of tourists travelling on pre-paid package tours. Another potential explanation is that other travel destinations in the U.S. have also increased their room taxes recently. However, it is difficult to imagine that various tax changes elsewhere, imposed in different amounts and at different times and places, exactly canceled out the new room tax in Hawaii.

In the case of Hawaii, the results may not be surprising, since a 5% increase in

¹⁵ These are average hotel room rates computed by the firm Pannell Kerr Forster based on their monthly surveys of individual hotel properties in Hawaii. The surveys cover approximately two thirds of all hotel rooms.

lodging expenditures represents less than 2% of the total cost of a typical vacation in Hawaii. That may not be true of travel to other destinations. Therefore it is important to perform similar analyses for other travel destinations.



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APPENDIX

We use a simple model of demand and supply of hotel rooms to derive comparative static results on the impacts of an ad valorem hotel room tax on: (a) the after-tax rental prices of hotel rooms to buyers and sellers, (b) the tax base, and (c) the net after tax revenues of hotel operators.

The model

An ad valorem tax on hotel room rental receipts drives a wedge between the price of the hotel room to buyers and the net, after tax price to sellers:

$$p_S = p_b(1-\tau) \tag{1}$$

In (1), τ is the ad valorem tax on rental of hotel rooms, p_b is the after tax rental price of lodging to buyers, and p_s is the seller's price after taxes are paid. The tax base, B, and net after tax revenues of hotel operators, R, are:

$$B = p_b \cdot Q^d(p_b) \tag{2}$$

$$R = p_{S} \cdot Q^{d}(p_{b}) = p_{b} \cdot (1 - \tau)Q^{d}(p_{b}) = (1 - \tau)B$$
 (3)

The quantity of hotel lodging demanded, Q^d, is a decreasing function of the buyer's price. In equilibrium, quantity demanded equals quantity supplied:

$$Q^{d}(p_{b}) = Q^{s}(p_{s}) \tag{4}$$

Impact on the buyer's price:

Differentiate equations (1) and (4) with respect to τ :

$$\frac{\partial p_S}{\partial \tau} = \frac{\partial p_b}{\partial \tau} \cdot (1 - \tau) - p_b$$
 (5)

$$\frac{\partial Q^{d}}{\partial p_{b}} \cdot \frac{\partial p_{b}}{\partial \tau} = \frac{\partial Q^{s}}{\partial p_{s}} \frac{\partial p_{s}}{\partial \tau}$$
(6)

Substitute (5) into (6):

$$\frac{\partial Q^{d}}{\partial p_{b}} \cdot \frac{\partial p_{b}}{\partial \tau} = \frac{\partial Q^{S}}{\partial p_{S}} \cdot \left[\frac{\partial p_{b}}{\partial \tau} \cdot (1 - \tau) - p_{b} \right]$$
 (7)

Using equations (1) and (4), solve equation (7) for $\frac{\partial p_b}{\partial \tau}$.

$$\frac{\partial p_b}{\partial \tau} = -\frac{\frac{\partial Q^s}{\partial p_s} p_b}{\frac{\partial Q^d}{\partial p_b} - (1 - \tau) \frac{\partial Q^s}{\partial p_s}}$$

$$= \frac{p_b}{(1 - \tau)} \cdot \frac{E_S}{|E_D| + E_S} \ge 0$$
(8)

Es and ED are the elasticity of supply and demand for hotel rooms respectively. Equation (8) states that, ceteris paribus, the imposition of a hotel room tax must raise the rental price of hotel rooms to consumers (pb) unless supply is perfectly inelastic or demand is perfectly elastic; in which case, the rental price of hotel rooms is unchanged.

Impact on the seller's price:

Substituting equation (8) into (5), it follows that:

$$\frac{\partial p_S}{\partial t} = -p_b \cdot \frac{|E_D|}{|E_D| + E_S} \le 0. \tag{9}$$

Equation (9) states that the imposition of a hotel room tax, ceteris paribus, must lower the net price received by hotel operators, unless demand is perfectly inelastic or supply is perfectly elastic; in which case, the (after-tax) seller's price is unchanged.

Impact on the tax base:

Differentiate equation (2) and substitute $\frac{\partial p_b}{\partial \tau}$ from equation (8) to produce,

$$\frac{\partial B}{\partial \tau} = \frac{\partial p_b}{\partial \tau} \cdot Q^d(p_b) + p_b \cdot \frac{\partial Q^d(p_b)}{\partial p_b} \cdot \frac{\partial p_b}{\partial \tau}$$

$$= Q^d(p_b) \cdot \frac{\partial p_b}{\partial \tau} \{1 - |E_D|\}$$

$$= \frac{B}{1 - \tau} \cdot \frac{1 - |E_D|}{1 + \frac{|E_D|}{E_S}}$$
(10)

As long as demand is inelastic, imposing a hotel room tax will increase the tax base.

Impact on the after tax revenues of hotel operators

Differentiate equation (3) with respect to τ , and substitute $\frac{\partial B}{\partial \tau}$ from (10) to produce:

$$\frac{\partial R}{\partial \tau} = \frac{\partial}{\partial \tau} (1 - \tau) B$$

$$= -B + (1 - \tau) \frac{\partial B}{\partial \tau}$$

$$= B \cdot \left[\frac{1 - |E_D|}{1 + \frac{|E_D|}{E_S}} - 1 \right] \le 0$$
(11)

Equation (11) states that a hotel room tax will, ceteris paribus, reduce the net after-tax revenue of hotel operators unless demand is perfectly inelastic; in which case, hotel revenues remain unchanged.