

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, January 7, 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://us02web.zoom.us/webinar/register/WN_LpNVNo0eSJOOb7Mq92yA03Q

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 - 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.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:](#)

[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.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:](#)

[New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach](#)

Case Number: 22TRCP00203

- 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:

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: 23STCP00426

- 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:

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.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:

In re 9300 Wilshire LLC

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

- 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:

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.8.** 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 Teamsters - Union Local 911

- 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

E. APPROVE ORDER OF AGENDA

F. AGENCY RECESS

F.1. [REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY](#)

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

F.2. [PARKING AUTHORITY - REGULAR MEETING - CANCELLED](#)

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

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 JANUARY 7, 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:](#)
[A. JANUARY 16, 2024 ADJOURNED AND REGULAR MEETING](#)
[B. AUGUST 13, 2024 ADJOURNED AND REGULAR MEETING](#)**

- C. AUGUST 20, 2024 ADJOURNED AND REGULAR MEETING
- D. SEPTEMBER 3, 2024 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

CHECKS 30057-30069 IN THE AMOUNT OF \$11,782.77, PD. 12/20/24
DIRECT DEPOSIT 288321-288948 IN THE AMOUNT OF \$2,624,356.74, PD. 12/20/24
EFT/ACH \$8,458.82, PD. 12/6/24 (PP2425)
EFT/ACH \$450,029.68, PD. 12/30/24 (PP2425)

ACCOUNTS PAYABLE DEMANDS

CHECKS 117507-117605 IN THE AMOUNT OF \$958,372.25
EFT CALPERS MEDICAL INSURANCE \$504,987.17
DIRECT DEPOSIT 100008999-100009087 IN THE AMOUNT OF \$106,790.46,
PD.1/2/25

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

- H.5. ACCEPT AS COMPLETE THE TORRANCE BOULEVARD RESURFACING PROJECT, JOB NO. 41230 AND THE TORRANCE BOULEVARD & FRANCISCA AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT, JOB NO. 41070; APPROVE AND AUTHORIZE THE CITY ENGINEER TO EXECUTE A FINAL BALANCING CHANGE ORDER, IN THE AMOUNT OF \$305,050; AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER AND RELEASE THE RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.6. APPROVE AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH KPFF, INC., A WASHINGTON CORPORATION, FOR ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000 AND THE TERM ENDING JANUARY 6, 2026**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.7. APPROVE THE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF THE RENTAL REHABILITATION PROGRAM LOAN LIEN FOR THE PROPERTY AT 2003 BATAAN ROAD, REDONDO BEACH, CALIFORNIA 90278 PURSUANT TO THE TERMS OF THE CITY'S DEFERRED PAYMENT LOAN PROGRAM**

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.8. APPROVE THE THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY MANAGER**

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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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.

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

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. [DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO THE REDONDO BEACH MUNICIPAL CODE TO STREAMLINE APPLICATIONS FOR ELECTRIC VEHICLE CHARGING STATIONS CONSISTENT WITH CALIFORNIA ASSEMBLY BILL 1236](#)

[INTRODUCE BY TITLE ONLY ORDINANCE NO. 3286-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, AMENDING THE REDONDO BEACH MUNICIPAL CODE BY ADDING CHAPTER 28 - ELECTRIC VEHICLE CHARGING STATIONS TO TITLE 9, TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS FOR INTRODUCTION AND FIRST READING](#)

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT 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 - 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](#)

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:](#)

[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.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:

New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach

Case Number: 22TRCP00203

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:

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: 23STCP00426

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:

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.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:

In re 9300 Wilshire LLC

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

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:

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.8. 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 Teamsters - Union Local 911](#)

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, January 14, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



Administrative Report

F.1., File # 25-0011

Meeting Date: 1/7/2025

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



Administrative Report

F.2., File # 25-0012

Meeting Date: 1/7/2025

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



Administrative Report

F.3., File # 25-0013

Meeting Date: 1/7/2025

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: 22TRCP00203



Administrative Report

F.4., File # 25-0014

Meeting Date: 1/7/2025

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: 23STCP00426



Administrative Report

F.5., File # 25-0015

Meeting Date: 1/7/2025

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



Administrative Report

F.6., File # 25-0016

Meeting Date: 1/7/2025

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



Administrative Report

F.7., File # 25-0017

Meeting Date: 1/7/2025

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



Administrative Report

F.8., File # 25-0008

Meeting Date: 1/7/2025

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 Teamsters - Union Local 911



Administrative Report

F.1., File # 25-0006

Meeting Date: 1/7/2025

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

**AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, JANUARY 7, 2025 - 6:00 P.M.
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET**

The Community Financing Authority, a joint powers authority was formed on January 31, 2012, for the purpose of assisting in providing financing, for purposes which are authorized by law and which could finance, lease, own, operate and maintain public capital improvements for any of its members, or to be owned by any of its members.

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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.

C. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Authority Members 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 following Oral Communications.

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of January 7, 2025.

C2. APPROVAL OF MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.

C3. APPROVAL OF MINUTES

a. Regular Meeting of November 5, 2024.

C4. APPROVAL OF CHECK NUMBERS 000551 THOROUGH 000552 IN THE TOTAL AMOUNT OF \$1,676.94.

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

This section is intended to provide members of the public with the opportunity to comment on 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 Community Financing Authority. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.

F. EX PARTE COMMUNICATIONS

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, February 4, 2025, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis. An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

Any writings or documents provided to a majority of the members of the Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 415 Diamond Street during normal business hours

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	Community Financing Authority
Posting Type	Regular Meeting Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	January 7, 2024 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
Redondo Beach Community Financing Authority*

Date: December 19, 2024

MOTION TO READ BY TITLE ONLY

and waive further reading of all
Ordinances and Resolutions on the Agenda.

Recommendation - Approve



REGULAR MEETING OF THE REDONDO BEACH COMMUNITY FINANCING AUTHORITY

CALL MEETING TO ORDER

Vice Chair Kaluderovic called a Regular Meeting of the Redondo Beach Community Financing Authority (RBCFA) to order at 6:12 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

RBCFA Members Present: Behrendt, Lowenstein, Nehrenheim, Obagi,
Vice Chair Kaluderovic

RBCFA Members Absent: Chair Light

Officials Present: Eleanor Manzano, CMC, City Clerk
Mike Witzansky, City Manager
Lucie Colombo, Chief Deputy City Clerk

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Loewenstein, seconded by Member Obagi, and approved by voice vote, the order of the agenda, as presented.

Motion carried 5-0. Chair Light was absent.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION - None

B.1. BLUE FOLDER ITEMS - None

C. CONSENT CALENDAR

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of November 5, 2024.

C2. APPROVAL OF MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.

C3. APPROVAL OF MINUTES: a. Regular Meeting of September 3, 2024.

C4. APPROVAL OF CHECK NUMBER 000545 IN THE AMOUNT OF \$3,158.70.

Vice Chair Kaluderovic invited public comments.

There were no public comments on this item.

Motion by Member Obagi, seconded by Member Nehrenheim, and approved by roll call vote, the Consent Calendar, as presented.

Motion carried 5-0. Chair Light was absent.

D. EXCLUDED CONSENT CALENDAR ITEMS - None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Vice Chair Kaluderovic invited public comments on non-agenda items. There was no response and Vice Chair Kaluderovic closed this portion of the meeting.

F. EX PARTE COMMUNICATIONS - None

G. PUBLIC HEARINGS - None

H. OLD BUSINESS - None

I. NEW BUSINESS - None

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 6:15 p.m.

There being no further business to come before the Redondo Beach Community Financing Authority, Member Obagi moved, seconded by Member Loewenstein, and carried by voice vote, to adjourn the meeting at 6:15 p.m. to a Regular meeting to be held at 6:00 p.m. on Tuesday, December 3, 2024, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Motion carried 5-0. Chair Light was absent.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted,

Eleanor Manzano, CMC
City Clerk



Administrative Report

Authority Action Date: January 7, 2025

To: CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY

From: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

Subject: CHECK APPROVAL

RECOMMENDATION

Approve check numbers 000551 through 000552 in the total amount of \$1,676.94.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check numbers 000551 through 000552 in the total amount of \$1,676.94. Check number 000551 is a reimbursement to the City for expenses paid by the City on behalf of the Community Financing Authority. Check number 000552 is a payment to the City for quarterly sewer fees.

BACKGROUND

The Redondo Beach Public Financing Authority (“PFA”), a joint powers authority, was formed on June 25, 1996, to provide financing for capital improvement projects. The former Redevelopment Agency of the City Redondo Beach, now known as the Successor Agency (“Agency”), joined with the City to form the PFA. The PFA operated rental property and issued bonds to provide funds for public capital improvements. The PFA has the same governing board as the City, which also performs all accounting and administrative functions for the PFA. With the elimination of the City’s Redevelopment Agency, the Public Financing Authority has been renamed the Community Financing Authority (“CFA”).

In 1997, the City leased the Pier pad known as 500 Fisherman’s Wharf to the PFA. The PFA leased the site and acts as building owner and landlord to its tenant, RUI One Corp. (“RUI” dba Kincaid’s). In negotiating the lease, the City was to own the building, but did not have the funding available to build the building. RUI had the ability to build the restaurant building at a lower cost than the City, and the PFA was able to obtain a loan to purchase the building. Thus, RUI built the restaurant building and the PFA utilized loan funds to purchase the building from RUI at completion.

Per the lease agreement, the City is responsible for the cost of monthly service costs for water, sewer, and trash; possessory interest taxes; common area expenses as defined;

Administrative Report

January 7, 2025

Check Approval

Page 2

and the repairs to the structural portions of the Building. On a monthly basis, the City is reimbursed for such expenses by the CFA.

The payment to the City of Redondo Beach on check number 000551 in the amount of \$1,005.92 is for the reimbursement of December 2024 expenditures made by the City on the Community Financing Authority's behalf.

The payment to the City of Redondo Beach on check number 000552 in the amount of \$671.02 is for the July through September 2024 sewer fee in connection with the ownership of the Kincaid's Restaurant building.

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check numbers 000551 through 000552 in the total amount of \$1,676.94.

Submitted by:
Stephanie Meyer, Interim Finance Director

Approved for forwarding by:
Mike Witzansky, City Manager

Attachment:

- Summary Check Register

COMMUNITY FINANCING AUTHORITY
Summary Check Register

DATE	CHECK NO	AMOUNT	PAYEE	DESCRIPTION
01/07/25	000551	\$ 1,005.92	City of Redondo Beach	Reimbursement (Water Utility)-November 2024
01/07/25	000552	\$ 671.02	City of Redondo Beach	Sewer Fee - July - September 2024
		<u>\$ 1,676.94</u>		



Administrative Report

F.2., File # 25-0024

Meeting Date: 1/7/2025

TITLE

PARKING AUTHORITY - REGULAR MEETING - CANCELLED

NOTICE OF CANCELLED MEETING PARKING AUTHORITY

NOTICE IS HEREBY GIVEN THAT THE REGULAR PARKING AUTHORITY MEETING SCHEDULED FOR JANUARY 7, 2025 AT 6:00 P.M. HAS BEEN CANCELLED DUE TO LACK OF BUSINESS.

ELEANOR MANZANO

City Clerk



Administrative Report

G.1., File # 24-2022

Meeting Date: 1/7/2025

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 25-0001

Meeting Date: 1/7/2025

To: MAYOR AND CITY COUNCIL
From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JANUARY 7, 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	January 7, 2025	4:30 p.m. 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: January 3, 2025



Administrative Report

H.2., File # 25-0002

Meeting Date: 1/7/2025

TITLE

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



Administrative Report

H.3., File # 25-0003

Meeting Date: 1/7/2025

To: MAYOR AND CITY COUNCIL
From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

- A. JANUARY 16, 2024 ADJOURNED AND REGULAR MEETING
- B. AUGUST 13, 2024 ADJOURNED AND REGULAR MEETING
- C. AUGUST 20, 2024 ADJOURNED AND REGULAR MEETING
- D. SEPTEMBER 3, 2024 ADJOURNED AND REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



Minutes Redondo Beach
City Council Tuesday, January 16, 2024
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session –Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Pro Tem Loewenstein in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Nehrenheim, Obagi
Mayor Pro Tem Loewenstein

Councilmembers Absent: Mayor Brand

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - None

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Analyst Villa declared there were no Blue Folder Items for Closed Session.

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

There were no public comments on Closed Session Items and Non-Agenda Items.

F. RECESS TO CLOSED SESSION: 4:36 p.m.

Analyst Villa listed items to be considered in Closed Session.

Motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, to recess to Closed Session at 4:36 p.m. to conduct Closed Sessions attended by City Manager Mike Witzansky, City Attorney Mike Webb and Assistant City Attorney Cheryl Park as well as Human Resources Director Diane Strickfaden, Acting Community Development Director Sean Scully and Outside Labor Negotiator Laura Kalty. There being no objections, Mayor Pro Tem Loewenstein, so ordered.

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 Professional and Supervisory 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:

**John R. Mattarrese v. City of Redondo Beach and DOES 1 through 100, inclusive
Case Number: 23TRCV04255**

- 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:

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

- 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:

**New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: 22TRCP00203**

- 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:

**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: 23STCP00426**

- 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:

**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.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:

**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.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:

In re 9300 Wilshire LLC, Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

F.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:

**City of Redondo Beach, a California Charter City; City of Carson, a California Charter City; City of Torrance, a California Charter City; City of Whittier, a California Charter City; City of Del Mar, a California Charter City v. Rob Bonta, in his official capacity as California Attorney General, State of California; and DOES 1 through 50, inclusive
Case Number: 22STCP01143**

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:

**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.11 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 – 6:00 p.m.

H. ROLL CALL

**Councilmembers Present: Behrendt, Kaluderovic, Nehrenheim, Obagi
Mayor Pro Tem Loewenstein**

Councilmembers Absent: Mayor Brand

**Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Lucie Colombo, Chief Deputy City Clerk
Melissa Villa, Analyst**

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced that under Item No. F.2, City Council unanimously authorized the City Attorney to defend the City in the matter.

J. ADJOURN TO REGULAR MEETING

Mayor Pro Tem Loewenstein adjourned to the Regular Meeting at 6:00 p.m.

6:00 PM - OPEN SESSION - REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:05 p.m. by Mayor Pro Tem Loewenstein in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Nehrenheim, Obagi,
Mayor Pro Tem Loewenstein

Councilmembers Absent: Mayor Brand

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Lucie Colombo, Chief Deputy City Clerk
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Pro Tem Loewenstein led in the salute to the flag.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

No audio available for approximately three minutes and 20 seconds. Announcements from Councilmembers Kaluderovic and Obagi are unavailable.

Councilmember Behrendt congratulated Councilmember Kaluderovic for her appointment to the Blue-Ribbon Panel on Homelessness.

Mayor Pro Tem Loewenstein thanked students attending this evening; thanked Public Safety and the RBPD for responding to a recent tragic accident on Pacific Coast Highway and Cornelius; announced the District 2 Community Meeting on January 22, 2024 from 6:00 p.m.– 7:30 p.m. via Zoom. City Manager Mike Witzansky will be joining.

E. APPROVE ORDER OF AGENDA

Councilmember Obagi requested moving Item No. P.1 to before Item No. N.1.

City Manager Witzansky requested continuing Item No. H.7 to the next meeting or the one following.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, and approved by voice vote, the order of the agenda, as amended, moving Item No. P.1 to before Item No. N.1 and continuing Item No. H.7 to the following meeting or the one after.

Motion carried, 5-0-1. Mayor Brand was absent.

F. AGENCY RECESS – 6:11 p.m.

F.1 SPECIAL MEETING OF THE SUCCESSOR AGENCY

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

RECONVENE TO REGULAR MEETING - 6:13 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Nehrenheim, Obagi,
Mayor Pro Tem Loewenstein

Councilmembers Absent: Mayor Brand

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

Chief Deputy City Clerk Colombo reported Blue Folder Items include public communications for Item No. J.1 and for Item No. N.1.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, to receive and file Blue Folder Items.

Motion carried, 5-0. Mayor Brand was absent.

H. CONSENT CALENDAR

H.1 APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JANUARY 16, 2024.

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 ACCOUNTS PAYABLE DEMANDS
CHECKS 112226-112450 IN THE AMOUNT OF \$1,523,854.05
WIRE 112225 PALLET SPC \$150,028.70**

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

H.5 APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AMENDMENT TO THE AGREEMENT WITH ERIC ARROYO TO CONDUCT SWORN AND CIVILIAN APPLICANT BACKGROUND INVESTIGATIONS FOR AN ADDITIONAL AMOUNT OF \$15,000 FOR THE EXISTING TERM THROUGH JUNE 20, 2025.

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

H.6 ADOPT BY TITLE ONLY RESOLUTION NO. CC-2401-002, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF WATERFRONT & ECONOMIC DEVELOPMENT MANAGER

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.7 This Item was continued at the request of City Manager Witzansky.

There were no public comments on the Consent Calendar.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and approved by voice vote, Consent Calendar Items No. H.1 through H.6, as presented.

Motion carried, 5-0. Mayor Brand was absent.

Chief Deputy City Clerk Colombo read title to Resolution No. CC-2401-002.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Gregory McGinity, long time resident of Redondo Beach, spoke regarding the decision Council will have regarding the cannabis sales tax; urged Council to tax it at the maximum rate of 9%; opined cannabis is a severe threat to public health, mentioned the strands now available is more dangerous than years before; expressed concerns regarding increased use, increased crime, and increased mental health challenges; asked Council to do what they can to minimize the use by taxing it at the highest rate possible.

Holly Osborne, District 5, referenced her previous comments to City Council regarding a train derailment in El Segundo and illustrated challenges with the proposed Metro C Line extension project being on the ROW; described several problems with the proposed project.

Nikki Negrete-Mitchell, District 3, spoke about the ROW south of 182nd; discussed the reality of derailments on the ROW and the proximity to private homes; talked about Metro making better proactive decisions going forward.

Joan Irvine, District 1, spoke about her efforts to provide cannabis education and submitted a "Guide to Cannabis" for the record.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to receive and file the "Guide to Cannabis" submitted by Joan Irvine. There being no objections, Mayor Pro Tem Loewenstein so ordered.

Joan Irvine referenced SB 1186; noted she is working on gathering materials and information regarding medical cannabis; claimed that youth cannabis use decreases when cannabis is legalized, noting that it is the illegal market that sells to children, not the legal market. She addressed the importance of education and keeping costs down to facilitate access for seniors and those with health issues.

There were no other public comments.

The City Council skipped to Agenda Item No. P.1 at this point in the meeting.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS – None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1 DISCUSSION AND POSSIBLE ACTION FOR PROPOSED CHANGES TO STREET SWEEPING HOURS ALONG THE SOUTHERLY SIDE OF DIAMOND STREET BETWEEN PACIFIC COAST HIGHWAY AND DEL AMO STREET

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Traffic Engineer Ryan Liu noted this item is a continuation from the December 19th Council meeting; narrated a PowerPoint presentation with details of the Administrative Report including a proposal to change the street sweeping schedule on the south side of Diamond Street to Mondays from 8:00 a.m. to 9:00 a.m. and keeping the schedule for the north side of Diamond Street on Fridays from 11:00 a.m. to 2:00 p.m.; noted they took into account feedback from the community to come to the proposed new times.

Mayor Pro Tem Loewenstein invited public comments.

Alex Sloan, lives on Alberta Street, spoke about student drop-off impacting her street; stated safety concerns and traffic; noted how narrow the streets are; asked that the matter be studied more extensively.

Motion by Councilmember Obagi, seconded by Mayor Pro Tem Loewenstein, to extend Alex Sloan's comment time by 30 seconds. There being no objections, Mayor Pro Tem Loewenstein so ordered.

Alex Sloan added that the matter needs to be considered as a whole because problems exist not just from street sweeping but with other areas related to parking and public safety.

Lynn Bailey felt this item is being "pushed through" without consideration of those who will be impacted by the proposed change; stated there was no notification to residents; asserted the school should solve parking problems related to the school; spoke about availability of parking in the lots at the school; asked about the School's efforts to resolve the issues internally and not on the residents; gave recommendations the School could take.

Chloe Caywood, Junior, Redondo Union High School (RUHS), spoke in support of moving street sweeping times so students can have better access to parking around the school; mentioned there are not enough parking spaces at the school for all the students that drive.

Ashlyn Fischer, District 4, Senior, RUHS, spoke in support of the matter for improved student access to parking; explained the issues at school due to the lack of parking; stated that it causes bad behavior among the students at school.

Anthony Bridi, Principal, RUHS, spoke about the school parking challenges being experienced; mentioned the shared spaces with City employees and the inconveniences with that arrangement; listed actions taken by the school to resolve existing parking issues such as restriping to maximize the use of space; mentioned that the lot is used not only by students but by staff, coaches, and other personnel; mentioned the shift to street sweeping on Diamond, which is the perimeter of RUHS, would be helpful.

In reply to Councilmember Obagi's question asking what the school is doing to increase parking on site, Principal Bridi reiterated they have restriped the parking lots to maximize use and arranged for other solutions besides parking spaces such as a partnership with Beach Cities Transit for bus transportation and have installed additional bicycle racks to encourage bike use.

Isabella Mazza, Senior, RUHS, spoke about challenges she faces every day with the lack of school parking; mentioned that she is often late to her first class; she supports the proposed change in the street sweeping schedule.

Wayne Craig suggested there could be other considerations for City Council on this issue; addressed public noticing and the lack of responses; felt that the Council needs to find better ways to get more responses; wondered if there may be other opportunities for parking in the area such as church parking lots; suggested the idea of carpooling.

Dan Elder, Redondo Beach School Board Member, noted the vast majority of RUHS students are residents; spoke about challenges in access, especially for students living in north Redondo Beach; thanked Council for working with the School District to minimize impacts to students and residents.

Chief Deputy City Clerk Colombo announced receiving three eComments on this item, two of which were in support.

There were no other public comments on this item.

Councilmember Kaluderovic thanked Mayor Pro Tem Loewenstein and Staff for working on this matter and noted this time change adds more parking for students and residents since they are shrinking the hours from three to one.

Councilmember Nehrenheim talked about claims of declining enrollment noting that the opposite is true; stated he has not heard the school mention increasing the number of "equivalent" parking spaces to accommodate the increase in students and staff; asked whether the Police Department parking lot has been considered for additional parking.

City Manager Witzansky reported the City's needs are at capacity on the site; discussed a shared lease agreement and stated most of the parking there is still designated for school use.

Councilmember Nehrenheim invited Principal Anthony Bridi to the podium to answer his questions; Principal Bridi addressed use of Measure C and Measure Q funds for parking and solar panels; he was unsure whether parking capacity has been increased to accommodate the increase in numbers to staff and students.

Councilmember Obagi thanked Mayor Pro Tem Loewenstein and Staff; agreed with Councilmember Kaluderovic regarding the changes allowing for increased access to parking for residents and students; spoke about the need for a comprehensive plan for circulation and parking in this area; mentioned the need for parking garages; felt this is a problem that needs a long-term solution.

City Manager Witzansky felt it may be a worthwhile effort for the City to embark in considering a comprehensive circulation and traffic plan for the area; stated Staff will continue to have conversations with the school to alleviate parking concerns.

Mayor Pro Tem Loewenstein commented on his prior involvement on the School Board; spoke about parking decks and related costs; commented on challenges for residents; reported receiving many emails about residents not being able to find parking in the area on Thursdays; asserted the proposed change will help alleviate parking problems in the surrounding area. Additionally, he felt the school and the City need to work together; discussed use of angled parking; felt this is a good compromise and spoke about Council reviewing this item again in six months.

Councilmember Nehrenheim agreed with Councilmember Obagi regarding the need for studies and to consider increasing enrollment; addressed public noticing; felt the School District needs to be part of the solution; stated he will not support the item as the City has limited resources.

Councilmember Behrendt believed the proposal is a good option and presents a compromise.

Motion by Councilmember Behrendt, seconded by Councilmember Kaluderovic, to approve proposed changes to street sweeping hours along the southerly side of Diamond Street, between Pacific Coast Highway and Del Amo Street.

The motion carried with the following roll call vote:

AYES: Behrendt, Kaluderovic, Obagi, Mayor Pro Tem Loewenstein
NOES: Nehrenheim
ABSENT: Mayor Brand
ABSTAIN: None

The motion carried 4-1.

N.2 DISCUSSION AND POSSIBLE ACTION REGARDING POTENTIAL MODIFICATION OF THE REDONDO BEACH MUNICIPAL CODE TO PROHIBIT THE USE OF MULTI-USE PLASTIC BAGS

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Public Works Director Semaan introduced the item and deferred to City Engineer Winje for a report.

City Engineer Winje narrated a PowerPoint presentation with details of the Administrative Report; discussed SB 270 and addressed next steps.

There were no public comments on this item.

Councilmember Obagi commented on SB 270; suggested monitoring that area of the law and see if there are opportunities to enact more environmentally conscious bag laws in Redondo Beach allowing vendors to use recycled biodegradable paper bags.

Councilmember Kaluderovic referenced SB 54 and agreed with Councilmember Obagi in terms of monitoring the law going forward.

City Attorney Webb stated that SB 54 was passed into law in 2022 and reported the intent is to place

the onus on manufacturers.

Mayor Pro Tem Loewenstein spoke about unintended consequences; felt the City has come a long way with the ordinances that are in place regarding single-use plastic bags.

Councilmember Behrendt noted his agreement.

Councilmember Nehrenheim spoke about the increased production of plastic bags in California.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and approved by voice vote, to receive and file the report.

Motion carried, 5-0. Mayor Brand was absent.

O. CITY MANAGER ITEM - None

P. MAYOR AND COUNCIL ITEMS

The City Council discussed Agenda Item No. P.1 before No. N.1.

P.1 DISCUSSION AND POSSIBLE ACTION TO APPOINT AN ALTERNATE AS AN OFFICIAL REPRESENTATIVE OF THE CITY TO SERVE ON THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)

ADOPT BY TITLE ONLY RESOLUTION CC-2401-003, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING RESOLUTION NO. CC-2308-075 APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY TO EXPIRE ON JUNE 30, 2024

City Clerk Manzano introduced the item.

Councilmember Obagi thanked Councilmember Behrendt for his work on the South Bay Council of Governments (SBCCOG); spoke about the SBCCOG taking a position on the Metro C Line Extension alignment; reported that discussion will take place on January 25, 2024 at 6:00 p.m. and that he will be unable to attend; added that Councilmember Behrendt has recused himself as his firm represents Metro; stated the need for an alternate who can discuss and vote on the Metro C Line Extension project. Additionally, he reported that Councilmember Kaluderovic is unavailable on that date; requested that either Councilmember Nehrenheim or Mayor Pro Tem Loewenstein act as an alternate until the Metro issue has been resolved and Councilmember Behrendt can reassume his alternate position.

Councilmember Nehrenheim offered to be the alternate on the SBCCOG.

Councilmember Obagi asked Council colleagues and residents to call into the meeting to provide their comments.

Mayor Pro Tem Loewenstein invited public comments.

Nikki Negrete-Mitchell, District 3, spoke in support of Councilmember Nehrenheim being appointed as the alternate on the SBCCOG; thanked Councilmember Obagi for consistently speaking up on residents' behalf on the Metro C Line alignment; listed his efforts, actions and achievements.

Kevin Mitchell, District 3, spoke about attending SBCCOG meetings; reported that having the Metro C Line alignment down Hawthorne is an important step towards building a new economy in the South Bay.

There were no other public comments.

Motion by Councilmember Obagi, seconded by Kaluderovic, and approved by voice vote, to adopt by title only Resolution CC-2401-003, Resolution of the City Council of the City of Redondo Beach, California, amending Resolution No. CC-2308-075 appointing delegates and alternates as official representatives of the City to expire on June 30, 2024 and appointing Councilmember Nehrenheim as the alternate representing the City at the SBCCOG until the Metro project is resolved and Councilmember Behrendt can reassume the position.

Motion carried, 5-0. Mayor Brand was absent.

Chief Deputy City Clerk Colombo read title to Resolution No. CC-2401-003.

City Council returned to Agenda Item No. N.1 at this point and followed the rest of the agenda, as published.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Nehrenheim asked for an update regarding Veterans Park Library and the Fourth of July Fireworks.

City Manager Witzansky stated the Veterans Park Library will be back in February; noted several challenges regarding Fourth of July fireworks.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, to direct Staff, along with Public Works and the Sustainability Commission, to consider a request to expand the red curb on the southwest corner of Ripley and Flagler.

Motion carried, 5-0. Mayor Brand was absent.

Councilmember Obagi said no referrals but asked the City Manager when the discussion on residential street rehabilitation would take place; City Manager Witzansky stated a report will be presented to City Council within the next two months.

Mayor Pro Tem Loewenstein asked City staff to work on faded street signs.

Chief Deputy City Clerk Colombo read titles to Items No.R.1 and R.11 as items to be discussed during Closed Session.

Motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, and approved by voice vote, to recess to Closed Session at 7:41 p.m.

Motion carried, 5-0. Mayor Brand was absent.

R. RECESS TO CLOSED SESSION – 7:41 p.m.

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 Professional and Supervisory 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:
John R. Mattarrese v. City of Redondo Beach and DOES 1 through 100, inclusive
Case Number: 23TRCV04255

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

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:
New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: 22TRCP00203

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:
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: 23STCP00426

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:
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.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:
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.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:

In re 9300 Wilshire LLC, Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

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:

**City of Redondo Beach, a California Charter City; City of Carson, a California Charter City; City of Torrance, a California Charter City; City of Whittier, a California Charter City; City of Del Mar, a California Charter City v. Rob Bonta, in his official capacity as California Attorney General, State of California; and DOES 1 through 50, inclusive
Case Number: 22STCP01143**

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:

**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.11 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 ADJOURNMENT – None

T. ADJOURNMENT – 9:00 p.m.

There being no further business to come before the City Council, motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to adjourn the meeting at 9:00 p.m., to 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. on Tuesday, January 23, 2024, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California. There being no objections, Mayor Pro Tem Loewenstein so ordered.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted:

Eleanor Manzano, City Clerk
City Clerk



Minutes
Redondo Beach City Council
Tuesday, August 13, 2024
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session –Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Obagi,
Mayor Light

Councilmembers Absent: Nehrenheim

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Laura Diaz, Records Management
Coordinator/Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION - NONE

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

There were no Blue Folder Items for Closed Session.

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

There were no public communications on Closed Session items and non-agenda items.

F. RECESS TO CLOSED – 4:34 p.m.

City Clerk Manzano read title to the items to be considered in Closed Session.

City Manager Witzansky announced that the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Mike Webb, and Outside Legal Counsels Abby O'Brient, Jon Welner and Alexander Frank.

Motion by Councilmember Loewenstein, seconded by Councilmember Kaluderovic, and approved by voice vote, to recess to Closed Session at 4:34 p.m.

Motion carried, 4-0. Councilmember Nehrenheim was absent.

- F.1. 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.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:

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

- 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:

**New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: 22TRCP00203**

- 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:

**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: 23STCP00426**

- 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:

**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.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:

**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.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:

**In re 9300 Wilshire LLC
Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER**

- 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:

**Don B. Laughton v. City of Redondo Beach; Redondo Beach Unified School District, Does 1-50
Case No: 23TRCV00414**

- F.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:

**Debra Barker v. City of Redondo Beach, VLMD, LLC, dba Abbracci Med Spa, Abbracci Aesthetics, P.C., et al.
Case Number: 21STCV38177**

- 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:

**Diana Trejo v. County of Los Angeles; City of Los Angeles; City of Redondo Beach, and DOES 1 to 25
Case Number: 23TRCV01219**

- F.11. 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:

**Daniel Mendoza-Conner v. City of Redondo Beach, et al.
Case Number: 23TRCV00481**

- G. RECONVENE TO OPEN SESSION – 6:00 p.m.**

Mayor Light reconvened to Open Session at 6:00 p.m.

- H. ROLL CALL**

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Mike Witzansky, City Manager
Laura Diaz, Records Management
Coordinator/Deputy City Clerk

- I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

City Manager Witzansky announced Assistant City Attorney Cheryl Park joined in for all Items under Closed Session, via Zoom.

- J. ADJOURN TO REGULAR MEETING**

Motion by Councilmember Loewenstein, seconded by Councilmember Kaluderovic, and approved by voice vote, to adjourn to the regular meeting at 6:00 p.m.

Motion carried, 5-0.

6:00 PM - OPEN SESSION – REGULAR MEETING

- A. CALL TO ORDER**

A Regular Meeting of the Redondo Beach City Council was called to order at 6:00 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Mike Witzansky, City Manager
Laura Diaz, Records Management Coordinator/
Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and recognized them for their service.

Eli, Seventh Grader, St. Lawrence Martyr School, led in the salute to the flag.

Mayor Light called for a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

Councilmember Nehrenheim talked about the recent District 1 Community Meeting at Alta Vista and announced the upcoming Riviera Village Sidewalk Sale.

Councilmember Loewenstein announced the District 2 Community Meeting on August 28th from 6:00 p.m. to 7:30 p.m. via Zoom. Community Development Director, Marc Wiener, will be the special guest. They will talk about the police and fire bond for November to rebuild the fire station and police station.

Councilmember Kaluderovic commended RBPD for the success of the recent National Night Out and the Rbfd for their recent help to a person in the City who needed size 17 shoes.

Councilmember Obagi announced the District 4 Community Meeting on August 29th starting at 6:30 p.m. at the Perry Park Senior Center. Community Services Director, Elizabeth Hause, will be the special guest. They will talk about the teen, senior and diversity programs and will also discuss the response from all the noise coming from Inglewood and the bonds coming up.

Mayor Light spoke about the festivities at National Night Out; thanked fellow Councilmembers for the help with writing the ballot arguments for the upcoming elections; spoke about the last Council meeting and discussions about ranked choice voting (RCV) and apologized for letting his passion get ahead of his civility and promised to keep himself under better control in the future.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Obagi, seconded by Councilmember Loewenstein, and approved by voice vote, the order of the agenda, as presented.

Motion carried, 5-0.

F. AGENCY RECESS - None

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

Deputy City Clerk Diaz announced Blue Folder Items for Items No. J.1 and N.1.

Motion by Councilmember Kaluderovic, seconded by Councilmember Loewenstein, and approved by voice vote, to receive and file Blue Folder Items.

Motion carried, 5-0.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF AUGUST 13, 2024

CONTACT: ELEANOR MANZANO, CITY CLERK

There were no public comments on this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, the Consent Calendar as presented.

Motion carried, 5-0.

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Mayor Light invited public comments.

Georgette Gantner, District 2, referenced the May 7, 2024 City Council Meeting where Mayor Light proposed the combining of commissions and that the Public Art Commission be renamed to the Cultural Arts Commission to save \$53,000; stated that on May 22, 2024, the Public Art Commission unanimously voted down the consolidation and the renaming of the commission to the Cultural Arts Commission; noted the Commission

followed up with a letter saying the same on July 25, 2024; listed her reasons for opposition to Council's recommendations; urged Council not to approve the proposal and maintain the Public Art Commission as it is currently structured.

Rolf Strutzenberg, speaking as a Member of the Redondo Beach Board of Education, stated that upon the advisement of counsel, he is bringing forward the following matters: he has violated the Charter of the City of Redondo Beach and continues to do so; stated he has received compensation with a total approaching \$100,000 in a four-year term; reported that compensation for Members of the Board of Education is specifically prohibited by the Redondo Beach City Charter; apologized for the fraudulent misappropriation of public funds for personal benefit and to taxpayers, students and parents of students that this has harmed; stated that as a Member of the Board of Education he is subject to the board policies set forth and adopted by the Board of Education and as such, unable to comply with the mandate of the Redondo Beach City Charter and noted he will continue his pursuit to reveal any such illegal actions and bring them to an end.

Joan Irvine, District 1, spoke about her support for the legalization of cannabis in Redondo Beach; noted the disappointing speed in which the City has addressed the topic; talked about Council's upcoming consideration of the ordinance and approval process; stated she does not believe allowing applicants ten minutes to present is enough time for the public to feel comfortable about City Council's decision; announced that she will be interviewing companies on her radio show, Your Best Life, starting in September so the public can have more than 10 minutes of information. Additionally, she asked the public to send questions to Joan@joanirvineconsulting.com about what they would like to ask the various cannabis companies; announced she will ask candidates to hold educational meetings in the community and podcasts on social media to address resident concerns; noted the importance of transparency.

Barry Ogle, District 4, wanted to voice his frustration that the owner of a blue Chevy Malibu, License No. 5U84442 has been able to talk his way out of the street sweeping ticket two weeks in a row; mentioned the owner parked on Friday between 9:00 a.m. to noon and lives at 1922 Condon Avenue; added he takes the battery out of one vehicle and puts it in another to move it, and has three other vehicles; he asked that the City enforce the laws they post.

There were no other public comments and Mayor Light closed this portion of the meeting.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS – None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. MAYOR AND CITY COUNCIL INTERVIEWS OF COMMISSIONER APPLICANTS FOR APPOINTMENTS TO THE CITY COMMISSIONS

PROCEDURES:

- A. Conduct applicant interviews; followed by**
- B. Councilmembers submitting recommendations for appointments to the Mayor by Wednesday, August 28, 2024;**
- C. The Mayor proposing Commission appointments at the regular City Council meeting on Tuesday, September 17, 2024; and**
- D. The City Clerk administering Oath of Office to new and reappointed Commissioners at the City Council Meeting of October 1, 2024, or before each Commissioner begins their term at the October Commission Meetings.**

CONTACT: ELEANOR MANZANO, CITY CLERK CITY MANAGER ITEMS

Mayor Light reviewed the procedures as listed; noted questions regarding the Youth Commission and the status of it is under Blue Folder Items; noted each candidate gets one minute to state why they want to be considered for the commission; noted that after the minute each Councilmember has the ability to ask questions to the candidate; mentioned that changes have been made to some commissions so if they changes affected the candidates they can let Council know; stated the Public Amenities Commission is a newly formed commission so if anyone is interested to please let them know.

Mara Lang reported she would like to continue working on the Recreation and Parks Commission; she also understands that they will undertake more duties that fell under the Historical and Library Commissions as well as some others; mentioned she just completed an 18-course certificate program in interior architecture through a UCLA extension; voiced the importance of historical preservation and her passion for recreation and parks.

In response to questions from Council, she addressed being on the Board of the South Bay Parkland Conservancy and reported she was part of the subcommittee that brought the first community garden to Redondo Beach; additionally, she has been a part of Youth Sports in coordination with the School District and the utilization of field space.

Councilmember Obagi pointed out that Mara Lang is a huge activist for trees and played a role in that ordinance being passed. He thanked her for all her activism.

Councilmember Nehrenheim asked Ms. Lang what she would like to do moving forward.

Mara Lang discussed things she would like to continue working on including the Parks Infrastructure Subcommittee and would like to figure out ways to expedite future needs more quickly; spoke about Council empowering the Commissions a little more.

Councilmember Loewenstein reported that she has been outspoken about the use of

artificial turf and asked her to expand on it.

Ms. Lang explained the research she has done; stated that all studies show it is a sub-par material and it breaks down into micro plastics; it is dangerous for the children playing on it and creates more trash in landfills. She feels another material would be better to use.

Councilmember Kaluderovic commented on the use of park spaces and diversifying how parks spaces are set up to accommodate different ages and asked Ms. Lang if that is something she would want to tackle.

Ms. Lang confirmed she is passionate about getting more people outside and that is something that she would want to take on.

Mayor Light called up Raymur Flinn; mentioned she has been recommended by the School Board and would like to curtail any questions after she speaks.

Raymur Flinn spoke about being inspired to apply because of a Leadership Redondo class she took and she heard the Youth Commission was being re-invigorated; her experience on the School Board and her passion for education and getting the youth involved in the civic process compelled her to want to help.

Mayor Light highlighted that Councilmember Kaluderovic was responsible for bringing this forward; added that he felt the City is missing the Youth's perspective in City government.

Ron Maroko talked about his work in the Historical Commission, the Library Commission and other groups in the City including Preservation; expressed excitement especially when Council decided to have more Path of History markers; reported he would ask for only a two-year term and discussed a current project of digitizing the Daily Breeze.

David Klewan spoke about his experience working for a non-profit in professional sports and his interest in recreational opportunities for the youth; talked about making facilities sustainable and encouraging more participation from all ages in the City.

Mayor Light asked David Klewan if he understood that they combined the commission and it is now the Public Amenities Commission.

David Klewan said he understood and has a lot of pride in the City.

Christopher McCauley, Member of the Recreation and Parks Commission; stated he is seeking to renew for the combined Public Amenities Commission; he understands the meetings will be longer and more intense due to the combined commissions and asserted his commitment to serve.

Councilmember Obagi asked what he was most proud of since he has served on the

Recreation and Parks Commission.

Mr. McCauley said he is very proud of the new structure to Dominguez Park, starting up the subcommittee for the youth groups and pushing for more dialogue between the School District and the City for more park space.

Marci Klein mentioned she owns Klein Creative Media; talked about her service on the Public Arts Commission for almost eight years and her interest in the Harbor Commission; mentioned her passion for the ocean and being a member of the Yacht Club; stated her interests in water sports and boating.

Councilmember Obagi asked her if there was anything frustrating about her time serving on the Public Arts Commission.

Ms. Klein discussed challenges related to the high turnover of liaisons between the Commission and the City; noted that due to the turnovers nothing was able to get done and felt their hands were tied.

Mayor Light asked her thoughts on the CenterCal project and the amenities plan for the Harbor.

Ms. Klein commented that she has not seen the Harbor amenities plan and felt the CenterCal project doesn't have anything to do with the Harbor. She wants to keep the Harbor beautiful and clean.

Alfred Mejia reported applying for the Public Works and Sustainability Commission; stated he works as an environmental protection specialist; he provided information about his background and work experience, which included being an Environmental Engineer for the Department of Veterans' Affairs and expanded on his interest in sustainability.

Mayor Light asked what his driving passion is for the City of Redondo Beach.

Mr. Mejia stated he would like to bring more of the new practices of sustainability; he has been working on projects that divert waste from landfill to recycling centers and that is what drives him. He also clarified that he works as a chemical engineer.

James Gorbin, District 2, Engineer, talked about his work experience, background and expertise in engineering, planning, and cultural affairs; reported he currently serves on the Historical Commission and is interested in serving in the new Public Amenities Commission.

Mayor Light asked if he would also be interested in the historical preservation of the City. Mr. Gorbin answered favorably to this.

Michelle Gold spoke about her love of art and her interest in the Public Art Commission; mentioned she is an alum of Redondo Leadership and since then has wanted a way to

participate in the community; stated she is currently the Philanthropy Chair at Adams Middle School and spoke about her participation in Portraits of Hope, an organization that helps beautify cities with art. Additionally, she responded to questions from Council regarding her vision for public art along the Artesia corridor, overcoming challenges in terms of having a consistent staff liaison and the importance of communication and opportunities to build private partnerships.

Grace Peng, via Zoom, spoke about her educational experience and background in math and chemistry; mentioned she moved to Redondo Beach about 25 years ago to be a weather and climate risk analyst at the Aerospace Corporation; she moved on to work at the Weather and Climate Research Data Archive at the National Center for Atmospheric Research; discussed her autoimmune disease and her use of an eBike as an assistive device; noted she has learned a lot about what goes on in the City riding her eBike. Councilmember Loewenstein asked Dr. Peng what her opinion is on population density and its effect on city streets and roads in the community; she stated the City needs to figure out how to get more cars off the streets and for households to own fewer cars.

Councilmember Obagi commented on the importance of Commissioners establishing a relationship with any Councilmember in order to stay connected and let him/her know what is going on at the Commission level.

Desiree Galassi spoke about serving on the Preservation Commission and the Subcommittee for Minor Alterations; reported she has loved her time serving, has learned a lot and has been a part of creating historic districts; discussed her background and work experience and confirmed that she would be interested in participating in the Public Amenities Commission. Councilmember Loewenstein commented on her advocacy of pickleball and commended her on her ability to advocate but not berate. Councilmember Obagi spoke about her being clearly communicative and effective and commented on her advocacy for more senior programs.

Samantha Schwarz spoke about her background and experience in Redondo Beach, her passion for art and volunteering; discussed her vision for more color and life along the Artesia corridor and responded to questions from Council regarding her participation in Little League and Youth Sports. Councilmember Behrendt gave positive feedback on her work.

Lee Coller, District 3, spoke about his background and experience in the City; reported he is interested in the Harbor Commission; he is a boater and owns a boat; reported he is a member of the King Harbor Yacht Club and Leadership for the Southern California Yachting Association; he is familiar with and supportive of the Amenities Plan and looks forward to its completion. Councilmember Kaluderovic asked Mr. Coller why he has never applied to the Harbor Commission before; he responded that he has been too busy as an Oracle software architect but is retiring in October and that will free up time for him.

Eric Shanker (via Zoom), M.D., Air Force National Guard (previously Air Force Reserves), expressed his interest in the Traffic and Public Safety Committee; stated he was on the Traffic Advisory and Safety Advisory Committee in Loma Linda keeping the city and traffic safe; moved to Redondo Beach five years ago. Councilmember Kaluderovic mentioned his number one choice was for the Planning Commission but sounds like he is more interested in Public Safety; he clarified that Public Safety would be his first but Planning is also something he is interested in.

Leslie Chrzan, District 2, currently finishing her first term as Chair of the Harbor Commission; stated she would love to continue on; spoke about her background and experience as a boater and serving on the Harbor Amenities Plan Subcommittee; reported she was just assigned to the Boat Ramp Subcommittee starting in September and indicated there is a lot going on that she would like to see through. Councilmember Nehrenheim asked how she planned to get the word out to the public regarding all the work the Harbor Commission is doing; she responded that she is a big proponent of that and is working with the City's PR in order to make people aware of what they are doing; spoke about updating the website to highlight the positive actions such as Seaside Lagoon, dredging, and the new boat ramp; stated her educational and professional background as a Mechanical/System Engineer and business owner.

Aidan Shea, Manufacturing Engineer, Impulse Space, just moved to Redondo Beach about a year ago, spoke about his interest in city government and more specifically planning; mentioned his work in the City helping on the machine shop floor side; he helped with the layout of the machinery; reported as a cyclist he notices lots of situations that need solutions throughout the city and that is why he would like to be involved.

Jaclyn Cheves, District 3, spoke about being a parent, an AYSO Soccer Coach and volunteers at the Washington Elementary garden and at Hands-on-Art at Jefferson; lived in Redondo Beach for four years; stated she is the Director of Policy and Partnerships; discussed her background in public health and policy; talked about issues she would like to address in the City to improve public health and safety.

Councilmember Obagi commended Councilmember Kaluderovic for the increased participation of District 3 residents.

Austin Carmichael, District 5, currently serving on the Public Safety Commission, spoke about his background as a software engineer and tech writer and work experience as an HR consultant; stated that one perk of being on the Public Safety Commission is the ability to once a month thank RBPD and Rbfd for their work; mentioned he enjoys being on the Public Safety Commission because it allows them to lead with empathy and curiosity; commented on the future of the Commission and what he would like to accomplish and gave examples of what he envisions.

Nick Sherbin, currently on the Budget and Finance Commission, spoke about his education, extensive work background and experience serving on the Commission; expressed his interest in continuing on the Budget and Finance Commission. He

mentioned he is looking forward to developing more adequate ways of supporting the Council and would like to continue this pursuit by continuing to serve on the Commission.

Steven Anderson, District 5, indicated his interest in the Harbor Commission; reported he is a state licensed professional engineer solely working on public work civil design; spoke about his background and experience in the City and having a long history of public service; addressed being an example to his children regarding the importance of volunteer service; listed areas of expertise where he could help; confirmed that he would like to be considered for the Harbor Commission and the Public Works and Sustainability Commission. He responded to questions from Council regarding the importance of District 5 representation at it relates to the Harbor including the importance of maintaining access to all areas within the City.

Councilmember Obagi announced needing to leave due to a prior obligation but will continue to watch the meeting online. He left the meeting at approximately 7:36 p.m.

Mercedes Van Pelt, District 3, spoke about joining the Redondo Beach Leadership Program and discovering the opportunities the City has to be involved; provided some history and experience with the City; confirmed her interest in the Public Amenities Commission but is open to any commission where she can be of help.

Sandra Buchan, District 5, spoke about her background and experience serving and volunteering in Redondo Beach and working in public policy; mentioned she had run for City Council 15 years ago and split the vote, two-term commissioner for Park and Rec, worked in the domestic violence group, took the leadership training, and several other events she participated in; she took a hiatus from Redondo Beach work when she went to UCLA and worked in financial engineering; she currently works for RAND Corporation in public policy; noted she would like to reengage with the City of Redondo. In reply to questions from Council, she reported working 20 years for the CIA; she did undercover work; stated she came out from undercover when she started doing more public service; stated she loved working there and she felt she made a positive impact there.

Masood Yousufzai, currently serving on the Recreation and Parks Commission, reported he was appointed by the late Mayor Brand; discussed why he would be a good fit for the Public Amenities Commission and requested consideration for the Budget and Finance Commission; addressed his professional and work background for an accounting firm specializing in local government; mentioned his work with all levels of government in finance; spoke about his experience as a coach and as a new father, there being public parks for his child to play in. In reply to Council questions, he commented on the importance of preserving local history, on his family's history in Redondo Beach, on maximizing use of park and open spaces and potential conflicts of interest having worked for other municipalities.

Doug Boswell, District 3, currently serving on the Planning Commission; announced he will continue to serve, at City Council's pleasure; noted he is the only Commissioner that never missed a commission meeting; reported that serving has been one of the high

points of his life, that every Planning Commissioner is a super star; dedicated to leaving “no stone unturned” and that he would love to continue serving. He responded to questions from Council regarding the pace of projects moving through the City and the work done on the appeal of the South Bay Galleria.

Anneke Blair spoke about her family’s history and experience in Redondo Beach; reported she is currently serving on the Recreation and Parks Commission; stated her interest in the preservation of Redondo Beach; stated she works in diversity, equity, and inclusion for a Fortune 500 company, builds strategy for companies that have more people than the City of Redondo Beach and does not shy away from topics that may be controversial. In reply to questions from Council, she talked about the need for a Master Parks Plan, a publicly available basketball court and finding a balance of amenities across the board for all of Redondo Beach.

Bhuvan Bajaj, District 3, currently serving on the Public Works and Sustainability Commission, spoke about serving on the GPAC, his family’s background, experience and involvement in the City and City programs; talked about his professional and work experience as a City Traffic Engineer for one-third of the City of Los Angeles. He expressed interest in continuing to serve on the Public Works and Sustainability Commission.

Dave Bader, Business Owner, spoke about his background and history in the City; expressed interest in the Public Safety and Sustainability Commission, Recreation and Parks Commission, and Budget and Finance Commission. In response to questions from Council, he addressed his vision for the City relative to establishing partnerships and sponsorships.

Victoria Pitzele expressed interest in the Public Arts Commission; spoke about her recent retirement from the Design Committee at Hands-on-Art; spoke about having more time for the Public Arts Commission but will continue teaching; mentioned her passion for photography and hoped to join the Public Arts Commission to contribute her expertise.

There were no other candidates to interview nor public comments on this item.

Holly Osborne (via Zoom) stated she has been watching the meeting and has never seen such a good group of candidates for Commissions and thanked everyone that attended this evening.

Mayor Light thanked everyone participating and commented on next steps in the process.

O. MAYOR AND COUNCIL ITEMS - None

P. MAYOR AND COUNCIL REFERRALS TO STAFF - None

R. RECESS TO CLOSED SESSION – None

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION – None

The Closed Session meeting was cancelled.

T. ADJOURNMENT – 8:20 p.m.

There being no further business to come before the City Council, motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to adjourn the meeting at 8:20 p.m. to 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, August 20, 2024 in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

Motion carried, 4-0. Councilmember Obagi was absent.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Minutes
Redondo Beach City Council
Tuesday, August 20, 2024
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session –Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - NONE

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

There were no Blue Folder Items for Closed Session.

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

There were no public communications on Closed Session items and non-agenda items.

F. RECESS TO CLOSED – 4:34 p.m.

Analyst Villa read title to the items to be considered in Closed Session.

City Manager Witzansky announced that the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich, Human Resources Director Diane Strickfaden, Outside Leasing Agent Brian Campbell, Outside Legal Counsel Phil Toomey and Aleena Hashmi from the City Attorney's Office.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, to recess to Closed Session at 4:34 p.m.

Motion carried, 5-0.

- F.1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR -The Closed Session is authorized by the Government Code Section 54956.8.**

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

International Boardwalk Suite #160

(a portion of APN: 7503-029-902)

NEGOTIATING PARTIES:

Rashel Mereness & Randy LaFaye - Owners of Dingy Deli

Under Negotiation:

Lease Status, Price, and Terms

- 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:

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.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:

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

Case Number: 20STCP03193

- 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:

**New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: 22TRCP00203**

- 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:

**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: 23STCP00426**

- 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:

**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.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:

**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.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:

**In re 9300 Wilshire LLC
Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER**

- F.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:

**Catherine Garcia v. City of Redondo Beach, Redondo Beach Police Department and DOES 1 through 100, inclusive
Case Number: 24STCV19409**

G. RECONVENE TO OPEN SESSION – 6:00 p.m.

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Lucie Colombo, Chief Deputy City Clerk

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced that related to Item No. F.9, City Council unanimously authorized the City Attorney to defend the City in the case.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Loewenstein, seconded by Councilmember Kaluderovic, and approved by voice vote, to adjourn to the regular meeting at 6:00 p.m.

Motion carried, 5-0.

6:00 PM - OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:00 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Lucie Colombo, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active-Duty Military to stand and recognized them for their service.

Luca, Senior, Redondo Union High School, and Marine Corps ROTC, led in the salute to the flag.

Mayor Light called for a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

Councilmember Nehrenheim wished all a Happy Labor Day.

Councilmember Loewenstein announced the District 2 Community Meeting to be held via Zoom on August 28, 2024 between 6:00 – 7:30 p.m. He will be joined by Community Development Director Marc Wiener and by one or two members of Public Safety to talk about Measure FP.

Councilmember Kaluderovic thanked candidates who participated in commission interviews last week; reported interviewing several candidates for the Youth Commission; spoke about filling in for Back to School at Redondo Union for the Mayor; announced the District 3 Community Meeting will be online on Thursday, August 29, 2024 starting at 6:00 p.m.; mentioned they will be discussing Strategic Plan items for the upcoming year.

Councilmember Obagi announced the District 4 Community Meeting on August 29, 2024 starting at 6:30 p.m. at Perry Park. He will be joined by Community Services Director Elizabeth Hause.

Mayor Light spoke about attending the South Bay Parkland Conservancy Volunteer Appreciation Day at Wilderness Park and provided a brief update of planting projects going on there.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, and approved by voice vote, the order of the agenda, as presented.

Motion carried, 5-0.

F. AGENCY RECESS - None

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano announced Blue Folder Items for Items No. J.1, N.1, N.2, N.3 and P.1.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, to receive and file Blue Folder Items.

Motion carried, 5-0.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF AUGUST 30, 2024

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 29878-29899 IN THE AMOUNT OF \$16,289.02, PD. 8/2/24
DIRECT DEPOSIT 282093-282724 IN THE AMOUNT OF \$2,389,636.62, PD. 8/2/24**

**CHECKS 29900-29919 IN THE AMOUNT OF \$15,458.07, PD. 8/16/24
DIRECT DEPOSIT 282725-283351 IN THE AMOUNT OF \$2,315,466.47, PD. 8/16/24**

EFT/ACH \$9,246.68, PD. 7/5/24 (PP2414)

EFT/ACH \$9,246.68, PD. 7/19/24 (PP2415)

EFT/ACH \$437,990.52, PD. 7/23/24 (PP2414)

EFT/ACH \$445,446.82, PD. 8/8/24 (PP2415)

ACCOUNTS PAYABLE DEMANDS

**CHECKS 115400-115680 IN THE AMOUNT OF \$3,685,232.15
REPLACEMENT DEMAND 115399**

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

H.5. APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AGREEMENT WITH CREATIVE EMPIRE, LLC DBA MANGO LANGUAGES FOR SOFTWARE SUBSCRIPTION SERVICES TO PROVIDE ONLINE LANGUAGE LEARNING TO LIBRARY PATRONS IN AN AMOUNT NOT TO EXCEED \$14,040 FOR THE TERM SEPTEMBER 1, 2024 TO AUGUST 31, 2027

2. APPROVE A THIRD AMENDMENT TO THE AGREEMENT WITH MUNISERVICES, LLC FOR CITY-SPECIFIC AUDIT SERVICES FOR AN AMOUNT NOT TO EXCEED \$10,000 ANNUALLY AND TO EXTEND THE TERM TO AUGUST 31, 2025

3. APPROVE AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR SPECIAL SERVICES TO PROVIDE GROUP TRAINING AS A MEMBER OF THE EMPLOYMENT RELATIONS CONSORTIUM IN AN AMOUNT NOT TO EXCEED \$4,015 FOR THE TERM JULY 1, 2024 TO JUNE 30, 2025

4. APPROVE A VOTE CENTER FACILITY USE AGREEMENT AND THE ELECTION AND SAFETY PLANS FOR USE OF THE ALTA VISTA PARK COMMUNITY CENTER AND PERRY PARK TEEN CENTER WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE PRESIDENTIAL GENERAL ELECTION AT NO COST TO THE CITY FOR THE TERM AUGUST 20, 2024 THROUGH NOVEMBER 12, 2024

5. APPROVE A LETTER OF AGENCY AUTHORIZING THE CORPORATION FOR EDUCATION NETWORK INITIATIVES IN CALIFORNIA (CENIC) (E-RATE ENTITY NO. 225495) ASSOCIATED WITH THE EXISTING AGREEMENT WITH THE IMPERIAL COUNTY OFFICE OF EDUCATION (ICOE) TO ACT ON BEHALF OF THE CITY OF REDONDO BEACH PUBLIC LIBRARY IN MATTERS RELATED TO THE FEDERAL E-RATE DISCOUNT PROGRAM FOR THE PURPOSES OF SECURING THOSE DISCOUNTS FOR THE FOLLOWING E-RATE FUNDING YEARS: 2024-25 AND 2025-26

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

H.6. This Item was pulled from Consent by Councilmember Kaluderovic.

H.7. This Item was pulled from Consent by Councilmember Kaluderovic.

H.8. RECEIVE AND FILE THE CITY TREASURER'S QUARTER 4 FISCAL YEAR

2023-2024 REPORT

CONTACT: EUGENE SOLOMON, CITY TREASURER

- H.9. APPROVE THE SOLE SOURCE PURCHASE OF POLICE DEPARTMENT DUTY AND PRACTICE AMMUNITION FROM DOOLEY ENTERPRISES, INC. IN THE AMOUNT OF \$41,591**

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.10. ACCEPT AS COMPLETE THE KING HARBOR MAINTENANCE DREDGING PROJECT, JOB NO. 70660 AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY RECORDER AND AUTHORIZE THE RELEASE OF RETENTION FUNDS IN THE AMOUNT OF \$149,996 TO MANSON CONSTRUCTION CO. UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.11. APPROVE A GRANT AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND BOO'S TREASURES, LLC IN THE AMOUNT OF \$7,158 FOR THE COMPLETION OF STOREFRONT IMPROVEMENTS AT 108 INTERNATIONAL BOARDWALK**

CONTACT: GREG KAPOVICH, W.E.D. DIRECTOR

- H.12. APPROVE THE CONSENT TO HK PACIFIC, LLC'S SUBLEASE WITH JORGE-ANTHONY HERNANDEZ, DBA NADORA JEWELERS, FOR PROPERTY LOCATED AT 112 FISHERMAN'S WHARF**

CONTACT: GREG KAPOVICH, W.E.D. DIRECTOR

- H.13. This Item was pulled from the Consent Calendar by Councilmember Nehrenheim.**

- H.14. This Item was pulled from the Consent Calendar by Councilmember Nehrenheim.**

- H.15. This Item was pulled from the Consent Calendar by Councilmember Nehrenheim.**

- H.16. This Item was pulled from the Consent Calendar by Councilmember Nehrenheim.**

H.17. RECEIVE AND FILE THE MONTHLY UPDATE TO THE TWELVE-MONTH STRATEGIC PLAN OBJECTIVES ADOPTED BY CITY COUNCIL ON MAY 30, 2023

CONTACT: MIKE WITZANSKY, CITY MANAGER

Councilmember Nehrenheim pulled Items No. H.13 through H.16 from the Consent Calendar, for separate consideration.

Councilmember Loewenstein commented on Item No. H.10, the dredging completion in the Harbor and thanked City staff and Public Works for getting it done.

Councilmember Kaluderovic pulled Items No. H.6 and H.7 from the Consent Calendar, for separate consideration.

Councilmember Obagi commented on Item No. H.11; thanked the W.E.D. Department for getting the recent grant.

There were no public comments on the Consent Calendar.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, to approve the Consent Calendar except Items No. H.6, H.7, H.13 through H.16, which were pulled for separate consideration.

Motion carried, 5-0.

I. EXCLUDED CONSENT CALENDAR ITEMS

H.6. EXCUSED ABSENCES FROM VARIOUS COMMISSION AND COMMITTEE MEETINGS

CONTACT: ELEANOR MANZANO, CITY CLERK

Councilmember Kaluderovic noted H.6 and H.7 has to do with Commissioner attendance; mentioned there is an issue with tracking attendance as well as attendance in general; asserted that having a position as a Commissioner is an important job and their attendance is important; spoke about having a Council discussion about Council expectations and what policies will be needed so that it makes it clear to everyone going forward; pointed out that Council is not being advised about multiple, unexcused attendance; noted the need for the information for Council to make informed decisions; stated she will make the referral later in the meeting.

Mayor Light agreed with Councilmember Kaluderovic; added that according to the data, if the City had been enforcing the Charter, many Commissioners would be dismissed; stated there is a need to establish policy going forward; noted there are many people in the community that would like an opportunity to be involved.

Motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, to approve Item No. H.6 and H.7.

H.7. RECEIVE AND FILE COMMISSION ATTENDANCE REPORT FROM JANUARY 1, 2024 TO JULY 31, 2024; AND UPDATE 2023 REPORT TO INCLUDE NOVEMBER AND DECEMBER 2023

CONTACT: ELEANOR MANZANO, CITY CLERK

Councilmember Nehrenheim thanked the City Clerk for including the percentages in the report; City Clerk Manzano explained that is how the report is generated now. He agreed that Commission attendance has been atrocious and read the policy in the Charter; noted it is not fair for people who want to get involved; stressed that the Commissions are the first line of input from the public to City Council and spoke about the importance of attendance.

Mayor Light pointed out that it can be deceptive to rely just on the percentages as there have been many cancelled commission meetings.

Councilmember Kaluderovic left the Chambers at 6:16 p.m. and returned at 6:17 p.m.

Councilmember Obagi spoke about his Slide 2B; noted the dedication and attendance of the Planning Commission and thanked them for service; highlighted Wayne Craig for showing up to all the meetings.

There were no public comments or eComments on Items No. H.6 or H.7.

The motions carried, 5-0, by voice vote.

H.13. APPROVE GRANT AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE EXPANSION OF THE REDONDO BEACH PALLET SHELTER FOR THE AMOUNT NOT TO EXCEED \$800,000 FOR THE TERM FROM THE DATE THE COUNTY'S CEO OR HER DESIGNEE FULLY EXECUTES THE AGREEMENT TO JUNE 30, 2025.

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2408-069, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2024-2025 BUDGET MODIFICATION TO APPROPRIATE \$800,000 OF LOS ANGELES COUNTY DISTRICT TWO HOMELESSNESS GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND FOR THE EXPANSION OF THE REDONDO BEACH PALLET SHELTER.

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

Councilmember Nehrenheim requested a status update on the item; clarified it is the pallet shelter program.

City Attorney Webb reported the motion would be only to accept the Grant; noted Council recently approved an agreement with the architectural firm to design it; he was unsure of the revised date and commented on the old timeline.

City Manager Witzansky reported hiring David Evans and Associates, Inc. to prepare the project plans; stated Public Works Director Winje would have specific timelines.

City Attorney Webb added that design is important to minimize ongoing costs; stated it is crucial for the residents that there is ongoing 24-hour a day, 7-days a week security at the site; commenting on Councilmember Nehrenheim's question regarding reporting, he clarified reports go to the COG; noted that although it is the City's land, the pallet shelter is run by the County and they selected and hired the security firm Harbor Interfaith; stated the City pays a portion of the cost to operate it; stated the City has significant control and limitations regarding use of the land since the City owns it; stated if the City chose to repurpose the land, the City has a relatively short window to end the agreement.

City Attorney Webb added that the pallet shelter operation is contracted through the County and the City pays a portion and negotiates the agreement yearly; noted that until the site is built some questions cannot be answered. He commented on surplus units, noting it is up to the City as to whether all of them will fit safely onto the site; noted there are new state laws governing pallet shelters such as distance requirements and addressed participation by his Office in the Public Safety Commission.

Councilmember Nehrenheim talked about reports that would be helpful; Quality of Life Prosecutor Ford explained that Harbor Interfaith is not mandated to send reports to the City Attorney's office; stated that occasionally reports are sent to them but not on a regular basis for them to get a clear picture of what is happening.

There were no public comments on this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, Item No. H.13.

The motion carried 5-0.

City Clerk Manzano read title to Resolution No. CC-2408-069.

H.14. APPROVE THE AGREEMENT FOR LEGAL SERVICES WITH INNOVENT LAW, P.C., A PROFESSIONAL CORPORATION

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

Councilmember Nehrenheim explained the agreement is to hire a new law firm to execute a trademark for the new City logo and wondered if the City Attorney's office could do this instead of paying an outside firm.

City Attorney Webb explained it is a very specialized field; discussed service classes for each item trademarked; mentioned that the City did not trademark their previous logo and it was used in a lot of situations where the public found it misleading; stated it is a policy and budgetary call for the Council; stated his office could gain the expertise in trademark instead of hiring an outside legal firm but that will take time away from what Council would otherwise have him do; reported the cost is not only for the attorney but for the trademark being put into the correct classes and the upkeep in protecting the logo.

City Manager Witzansky added that half of the estimated costs for the trademark are for application fees; felt this is the most efficient way for the City to execute trademarking as possible and recommended moving forward with the agreement.

In response to Councilmember Obagi's question, City Attorney Webb confirmed that if the City were not to trademark the City logo, people would be free to use it in campaign materials.

Councilmember Obagi noted it is a nominal amount of money to protect the City's intellectual property so that it is not used improperly by people trying to associate themselves with the City in an improper context.

There were no public comments on this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Behrendt, and approved by voice vote, Item No. H.14.

The motion carried 5-0.

H.15. APPROVE THE AGREEMENT FOR LEGAL SERVICES WITH MILLER HEALTH LAW GROUP, A PROFESSIONAL LAW CORPORATION

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

Councilmember Nehrenheim referenced discussions in May 2023 to bring on a Mental Health Clinician and talked about incurring HIPAA and related health/medical records requests.

City Attorney Webb talked about spending months pursuing contracting with the County for a county mental health clinician; noted a county mental health clinician has additional powers that a city mental health clinician does not; provided a brief history of the item; stated that after many months, the County responded that they

do not have the capacity to provide one; mentioned his office is following up with the MET portion of County Mental Health that provides services to the City to see if the City can contract with them for additional overtime. He reported the City received a grant to fund a Mental Health Clinician to help with homelessness; recommended approving the agreement for legal services to address this matter as there is some potential liability and the City needs an expert in this field.

Councilmember Nehrenheim expressed concerns that going down this path opens the City to a tremendous amount of liability; mentioned potential conflicts; commented that the law firm's hourly rate is \$625 per hour; felt that Council should have a larger discussion and voiced his opposition.

City Attorney Webb mentioned that Council has had these discussions; felt it is a priority need; stated there are not many choices that are available and noted the importance of having someone that can properly advise the City.

There were no public comments on this item.

Motion by Councilmember Kaluderovic, seconded by Councilmember Behrendt, and approved by voice vote, Item No. H.15.

The motion carried 4-1. Councilmember Nehrenheim was opposed.

Councilmember Loewenstein left the Chambers at 6:48 p.m. and returned at 6:51 p.m.

H.16. APPROVE AGREEMENT FOR LEGAL SERVICES WITH MICHEL & ASSOCIATES, PC

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

Councilmember Nehrenheim commented on the item; reported this is a contract update with one of the law firms the City currently uses; asked for more information in terms of whether the City is getting the best value and deal for its money.

City Attorney Webb reported this is a legal services contract; noted there is no requirement to go out to bid; stated it is amazing that they have not changed their hourly rate since 2008; mentioned their positive issuance of a published opinion regarding the City and the quality of their work; believed the City would be hard pressed to find anyone gives such a small increase in rate over 15 years.

There were no public comments on this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Behrendt, and approved by voice vote, Item No. H.16.

The motion carried 5-0.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Mayor Light invited public comments.

Brad Waller, Keep the Esplanade Beautiful, announced their annual mixer on October 16, 2024 from 5:00 p.m. to 7:30 p.m. at HT Grill; invited Council, staff and members of the public to attend and submitted flyers to the City Clerk; mentioned that there are open positions for the Board of Directors for Keep the Esplanade Beautiful; noted that the First Saturday Sweep will be on September 7, 2024 at 9:00 a.m. at Avenue I and Esplanade.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, to receive and file the flyers submitted by Brad Waller.

The motion carried 5-0.

Holly Osborne, District 5, spoke about attending a Planning Commission meeting and addressed double FARs and the various lot sizes along Artesia Boulevard; proposed a solution for determining parking requirements as some of the lots in North Redondo are narrow.

Wayne Craig spoke about the importance of taking Commission positions seriously; suggested committee positions be taken as seriously; urged Council to consider whether people will attend meetings when they are appointed and whether there is any conflicts of interest.

City Clerk Manzano reported receiving two eComments.

There were no other public comments and Mayor Light closed this portion of the meeting.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS – None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION BY THE CITY COUNCIL TO MAKE FINAL SELECTIONS OF ITEMS IN THE ORDINANCE,

INTRODUCE THE ORDINANCE FOR FIRST READING, AND PRESENTATION

OF THE ELECTION VOTER OUTREACH PLAN FOR RANKED CHOICE VOTING. INTRODUCE BY TITLE ONLY ORDINANCE NO. 3275-24, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, REPEAL TITLE 2, CHAPTER 2, ARTICLE 2, SECTION 2-2.202 (NOTICES OF RUNOFF ELECTIONS) AND ADDING ARTICLE 4 TO MUNICIPAL CODE TITLE 2, CHAPTER 2, TO PROVIDE FOR INSTANT RUNOFF VOTING RELATED TO RANKED CHOICE VOTING; AND

RECEIVE AND FILE THE VOTER OUTREACH PLAN TO EDUCATE THE VOTERS REGARDING RANKED CHOICE VOTING.

CONTACT: ELEANOR MANZANO, CITY CLERK

City Clerk Manzano introduced herself, Analyst Melissa Villa, and Chief Deputy City Clerk Lucie Colombo.

City Clerk Manzano showed a video explaining ranked choice voting (RCV); explained ranked choice voting versus round of counting; highlighted areas where Council needs to make decisions which included maximum number of rankings, write in, overvote, and single or batch eliminations.

Discussion followed regarding determining the number of candidates, having a larger number of candidates, placing in the ordinance, “the maximum number of candidates allowed by the equipment used by the City” and using batch elimination.

City Attorney Webb noted this is not a Charter amendment, but rather an ordinance and the City has the option to change it in the future.

Following discussion and a straw poll, Council proposed having six candidates.

City Clerk Manzano discussed write-ins.

City Attorney Webb commented on write-in candidates; spoke about cases where a write-in candidate does not qualify and there are others to replace him/her, those votes will get disenfranchised if there is only one.

Mayor Light clarified the number of write-ins would be for each election.

Councilmember Obagi commented on a past recall election; noted most people do not qualify as write-in candidates and expressed concerns that people will just start writing names if there are empty blanks on the ballot.

Discussion followed regarding the procedure for qualifying as a write-in candidate and having one spot for every qualified write-in candidate for each race.

An informal poll of Council resulted in a preference of a maximum of two write-ins.

City Clerk Manzano described and explained overvotes.

Discussion followed regarding the various options for counting the votes correctly; challenges with determining the voter's intent; the current language that, in cases of overvotes, those ballots would not count; the need to be crystal clear in terms of voter education.

City Clerk Manzano confirmed City Council chooses to move ahead with Option B in regards to overvotes (the ballot becomes exhausted).

City Clerk Manzano reviewed single and batch eliminations; noted that best practice would be to move ahead with batch eliminations when there are ten or more candidates; she presented Option A and Option B to choose from.

City Attorney Webb provided a brief history of the topic and suggested it may not be wise to add complexity in terms of batch eliminations.

Councilmember Behrendt asked whether the result is the same if the City goes with either single or batch elimination; felt it important to learn about it if it were to result in a different outcome; City Attorney Webb suggested they bring on one of the consultants.

Chris Hughes (via Zoom), RCV Resource Center, explained the result will be the same; explained the difference is the number of rounds that are counted because you are either eliminating people one at a time or in a batch; reported that as there are more candidates in an election there will be more rounds of counting, so doing a batch elimination in that scenario helps to cut down on too many rounds.

A straw poll of Council resulted in a preference for single elimination.

City Clerk Manzano continued with the presentation addressing skipped votes.

Councilmember Behrendt noted that in the example provided, it is artificially giving the Pelican candidate a vote in Round 1 when the person did not vote for the Pelican in Round 1 and felt this is a problem; stressed this will ultimately come down to education.

Discussion followed regarding treating it the same as an overvote and treating it as an invalid ballot.

Chris Hughes (via Zoom), RCV Resource Center, explained every ballot must be counted in every round; if a ballot is declared invalid it will not be counted in future rounds. He reported that their software can handle a variety of adjudication rules; suggested not being super strict and not declaring a ballot exhausted after a single skip, as it is likely that a voter may skip a ranking. He suggested that a ballot exhaust

after two consecutive skip rankings.

Councilmember Behrendt spoke in support of exhausting the ballot after one skipped ranking and noted the need to be clear to voters to not skip rankings.

City Clerk Manzano read language in Section 2-2.407 of the ordinance relative to exhausted ballots; in cases of overvotes and undervotes and remaining exhausted in subsequent rounds.

In response to Councilmember Obagi's question, City Attorney Webb explained that as the ordinance is currently written, an undervote is treated the same as an overvote and listed what qualifies as an undervote.

Chief Deputy City Clerk Colombo explained that if a voter does not choose a candidate in the first ranking, per the ordinance, it shall not count towards any candidate in the round or in subsequent rounds, so that ballot would be exhausted (eliminated).

Councilmember Obagi referenced 2-2.406 where in a skipping case, the next one is counted; suggested there is an ambiguity in the ordinance and read the definition of an undervote as a ballot that has no candidates indicated at any ranking.

More discussion ensued; City Attorney Webb felt the definitions of undervote, overvote, and skipping had some gray areas and could be confusing; commented the education of this would be tricky.

Councilmember Behrendt acknowledged that Sections 2-2.406 and 2-2.407 may be inconsistent.

Councilmember Nehrenheim left the Chambers briefly and returned at 7:39 p.m.

Councilmember Loewenstein left the Chambers at 7:40 p.m. and returned at 7:42 p.m.

Mayor Light left the Chambers at 7:43 p.m. and returned at 7:46 p.m.

Councilmember Obagi stated that skipped ranking does not create an undervote and understood Councilmember Behrendt is advocating for the elimination of 2-2.406 and include in 2-2.407, undervotes, overvotes, skipped rankings and exhausted ballots.

City Attorney Webb agreed that makes it cleaner for this exercise.

Discussion followed regarding the various interpretations; stressed communicating to voters that if they do not fill in the ballot properly it will not be counted; stated that voters need to rank their choices in order and can stop ranking if they do not want to choose any other candidates.

Councilmember Behrendt proposed adding the following language, "Voters are not obligated to rank any candidate he/she does not want to vote for. When ranking candidates, select a different candidate for each ranking. You may rank as many and as few candidates as you choose."

Councilmember Obagi asked about data regarding skipped rankings; Chris Hughes, RCV Resource Center, via Zoom, stated he does not have that data but guessed it is a relatively low number (1%). He noted that a lot of the text in the ordinance was drawn from the California Secretary of State's Guidelines on Ranked Choice Voting and suggested it may be worthwhile stating "Aligned with the California Secretary of State's Guidelines".

City Attorney Webb added that a vast majority of cities use the State's definitions.

Responding to Councilmember Obagi's question, Chris Hughes, RCV Resource Center, via Zoom, reported the software processes the ballot and counts markings until it runs into a mismatching and provided examples.

Councilmember Obagi preferred to count as far as the ballot is properly filled out and discard the rest.

City Attorney Webb stated it would essentially eliminate skipped ballots and once it reaches that point it is an exhausted ballot.

Councilmember Obagi interjected it would be exhausted, not voided.

Councilmember Nehrenheim asserted it should stop there and talked about people trying to game the system.

Mayor Light mentioned an example of wanting to vote for three candidates, ranking them as 1, 2, 3 and exhausting the ballot for subsequent rounds and felt that sounds consistent.

Councilmember Obagi reiterated it would eliminate 2.2-406 and include skipped rankings in 2.2-407 and would be renumbered.

City Clerk Manzano reviewed undervotes and exhausted ballots.

Discussion followed regarding voters not being obligated to rank every candidate, and not being able to rank two in a round or skip a round.

City Attorney Webb stated Council can make further revisions to the ordinance tonight and still adopt it at your next meeting; warned that if Council makes further revisions next meeting Council will need to bring it back for second reading and adoption.

Councilmember Behrendt addressed 2.2-403C and wondered whether that adequately covers what was discussed tonight and whether it should be included in the ordinance or in the educational materials.

City Attorney Webb felt that the language would make it better given the amendments that Council has already made.

Discussion followed regarding keeping it simple and keeping the language in the educational materials; advising voters not to skip any round of ranking since once a round is skipped it will no longer count for future rounds.

Councilmember Obagi claimed that nothing after skipping a ranking will count.

Councilmember Behrendt noted the ordinance dictates that the language has to be included as part of instructions provided to voters.

Councilmember Obagi suggested asking the City Clerk to return with language that she intends to put on the ballot for Council's review at the next meeting.

City Attorney Webb explained that tonight is when Council needs to discuss and recommend changes to the ordinance.

Councilmember Obagi recommended language, "The instructions provided to the voter shall conform substantially to the ordinance" and then work with the City Clerk on the language until the day the City has to publish a ballot with RCV.

Discussion followed that creating the language tonight is best; more suggestions were given on language and how to make it more clear to voters.

Councilmember Kaluderovic suggested, "Vote by ranking candidates in your order of choice start with rank one. "Mayor Light and City Attorney Webb suggested including, "Do not skip a round of ranking." Councilmember Kaluderovic continued with, "You may rank as many or as few candidates as you choose." City Attorney Webb added "but do not skip a round of ranking."

City Attorney Webb suggested to, in that case, include the language in 2.2-403C.

Discussion followed regarding suggestions for the appropriate language to use.

Councilmember Behrendt offered the following language, "Vote by ranking candidates in your order of choice. You may rank as many candidates as you choose. You are not obligated to rank a candidate that you do not want to vote for. When ranking candidates, select a different candidate for each ranking, select only one candidate in each ranking. You must list at least a first ranked candidate. If you vote for more than one candidate in a ranking your ballot will become invalid.

Ranking more candidates will not hurt your higher ranked candidates. All rankings must be listed consecutively. Do not skip rankings.”

Councilmember Obagi wondered if that is disingenuous because ranking more candidates does hurt the voter’s number one ranking.

Councilmember Nehrenheim felt it is too long and several Councilmembers agreed.

Councilmember Kaluderovic felt it should state, “Start with rank one.”

Councilmember Behrendt suggested stating that, “You must list, at least, a first ranked candidate”.

City Attorney Webb spoke about challenges in cases where voters only show up to vote for a particular race and reported there is no obligation for them to cast a ballot for another candidate.

Councilmember Behrendt suggested adding, “for each elected office”.

Councilmember Obagi left the Chambers at 8:33 p.m. and returned at 8:35 p.m.

Councilmember Nehrenheim brought up 2.2-405 regarding to ties; wanted clarification on deciding a tie by a “lot” and asked if that could be defined.

City Attorney Webb explained if there is a tie, except for the last final two candidates, the decision would be reached by lot. If it involves the final two candidates, the decision would be the candidate who had more first-place votes; reported the first-place vote is a voter’s best indication of who their top priority is.

In reply to Councilmember Nehrenheim’s question regarding the definition of “lots”, City Clerk Manzano reported it is in the resolution which says a coin flip or draw lots.

Discussion followed regarding determining the method to determine a tie.

City Clerk Manzano reported her office will need to do further research on the matter.

City Attorney Webb addressed the section of the resolution in relation to lots as shown in Exhibit “A” of the resolution and stated it is up to Council whether to leave it per the resolution or define in the ordinance how the tie will be broken.

Mayor Light noted it is clear in terms of what to do in first round but questioned the subsequent steps and talked about the time it will take for a result.

City Attorney Webb pointed out that the resolution was not written with the idea of RCV; added that Council does not have to change the resolution tonight; stressed that Council direction will be necessary regarding the ordinance. He suggested it

may be best to specify that the City Clerk, or designee, choose names out of an envelope (in public), with an alternative method of breaking the tie if the City Clerk is in the race.

Councilmember Nehrenheim felt it should be in the ordinance.

City Attorney Webb offered options for Council actions.

Councilmember Behrendt displayed Slide 3B and suggested edits to the language in the resolution as he previously discussed.

City Attorney Webb and Councilmember Nehrenheim provided more language suggestions to try to keep the ordinance clear.

Councilmember Obagi suggested wording as, "Vote by ranking candidates in your order of choice. You may rank as many or as few candidates as you choose as long as you start with Rank 1. If you continue casting rankings after Rank 1, continue to Rank 2 and so on, consecutively, until you have completed ranking your preferred candidates. You must select a different candidate for each ranking. Select only one candidate in each ranking. Do not skip rankings, but you need not rank each candidate."

Councilmember Loewenstein felt that is good and Councilmember Obagi noted that it is rules-based.

Discussion followed regarding whether or not to include information about a ballot becoming invalid if it is not properly filled out or placing that information in the educational materials.

Council continued wordsmithing the language suggested by Councilmember Obagi and reached concurrence with the wording.

Mayor Light returned to the issue of defining "lot" in relation to deciding tie votes.

Chris Hughes (via Zoom), RCV Resource Center, stated every jurisdiction he is aware of uses lots for breaking tie votes in RCV; commenting it is used in an early round to determine elimination or to determine winners at the conclusion of tabulation.

Mayor Light stated that since the City Clerk is an elected position, it should be conducted by the Chief Deputy City Clerk.

Councilmember Nehrenheim opined that lot should only be for the first round and the rest to the candidate that received more votes in the first ranking.

Chris Hughes (via Zoom), RCV Resource Center, explained the limitations of the

software.

Mayor Light stated a manual input will be necessary.

Chris Hughes asserted that the results are provided after completion of the tabulation and ties need to be broken in order to get the results of the election; noted that tabulation is done all at once and takes five seconds to process the results; reported the system was designed assuming the tie would be broken by lot.

Mayor Light commented that the City has no choice in terms of the way the system is set up and will not produce interim results.

Councilmember Nehrenheim mentioned that is why it cannot be audited properly.

Mayor Light stated Council will just need to go with “by lot” and define “lot” in the resolution.

Councilmember Nehrenheim reiterated his concern about not being able to audit the 1% tally.

City Attorney Webb reported RCV is certified by the Secretary of State; stated lot is the most common means of breaking a tie; expressed concerns about the software not being able to generate a report after the first round; reiterated this section was copied from another city that uses RCV.

Councilmember Obagi mentioned Council needs to know what options exist for breaking a tie by lot.

Mayor Light mentioned Council does not need to define it in the ordinance but can do so in a resolution.

City Attorney Webb suggested language, “as defined in Council resolution” or just leave it “by lot”.

Mayor Light summarized the discussion as: six ranks, two write-ins, overvotes are exhausted (Option B), single elimination, skipped votes are exhausted, ties to be broken “by lot” and the wording agreed to as edited in Councilmember Obagi’s slide 3B.

Motion by Councilmember Loewenstein, seconded by Councilmember Obagi, to approve the ordinance as amended per Council discussion.

Mayor Light invited public comments.

Steve Chessin, President, Californians for Electoral Reform, spoke in support of the original ordinance drafted by the City Clerk; expressed concerns regarding one of

the changes made by City Council tonight regarding to skipped rankings; asserted it is best practice, in California, to ignore skipped rankings and go to the next ranked candidate; noted that skipped rankings and overvotes are not the same and quoted State Law indicating that, "Each ballot is counted if the intent of the voter can be determined, regardless of whether the voter has complied with the voting instructions" and the Secretary of State RCV Guidelines state that, "Skipped rankings should be ignored, they do not cause the ballot to become invalid at that point". He claimed that the proposed change violates those guidelines and goes against California Law but pointed out that a Charter City does not have to follow California Law in all cases. Additionally, he stated CER recommends declaring a ballot invalid when an overvote is reached, but not before; CER recommends to rank as many candidates as they want, up to the limit of the equipment and allowing just one write-in space. He continued reporting that best practice is single elimination; spoke in support of the City Clerk's Voter Outreach Plan and offered help in educating voters as well as candidates.

Steve Chessin responded to questions from Council regarding skipped rankings in all instances; discussed difficulties in determining voter intent; reported that in the first round every voter's highest ranking is counted.

In response to Councilmember Obagi's question regarding whether the City can do what it has proposed to do, City Attorney Webb responded affirmatively and noted Redondo Beach is a Charter City.

Marcela Miranda-Caballero, Executive Director, California Ranked Choice Voting Coalition; urged Council to approve the ordinance as originally presented by the City Council; voiced support for Mr. Chessin's comments; mentioned that RCV motivates more candidates to run for office; thanked City Clerk Manzano for the presentation and her work creating an implementation process and the Voter Education Outreach Plan; stated her organization is willing to help the City with any questions or concerns.

Wayne Craig, District 1, gave an example showcasing the confusion of RCV ballots; stated the need for a strong education process; opined that the instructions Councilmember Obagi drafted was too long; talked about keeping ballot instructions simple and suggested testing RCV at Redondo Union High School in select classes or sports teams; he hopes the best but stated he has some concerns.

Rolf Strutzenberg, District 1, mentioned that, in the past, there was a process where voters were given the chance to reconcile mistakes and wondered if there is a chance for such a process under RCV rather than eliminating ballots. Additionally, he mentioned language regarding ties in 2-2.204/205 and by lot and wanted clarification that was being struck from the resolution. Mayor Light confirmed it was being struck.

In response to Rolf Strutzenberg's question as to whether voters can be given the opportunity to reconcile; City Clerk Manzano stated RCV cannot as everything is

secret; stated no one knows who voted from what address and explained the process of receiving ballots.

City Attorney Webb stated that the City Clerk's office can correct things that do not affect the secrecy of the ballot.

Arend Castelein (via Zoom), Los Angeles resident, Production Lead for Equal Vote Coalition, spoke about forming a working group to fully consider the options and choices of RCV; mentioned City Council owes it to the voters to get this right; suggested the City begin the process of certifying STAR voting to increase its options in the future; he commented on statements made by prior speakers; recommended reading "Ballot Marking Errors in Ranked Choice Voting" by Stephen Pettigrew and Dylan Bradley; talked about increases in ballot invalidation rates and breaking ties.

Mike Feinstein (via Zoom), Former Santa Monica Mayor and Councilmember, congratulated Council on moving ahead with the ordinance and complimented City Clerk Manzano on the Staff Report; referenced prior comments about RCV in Ireland and corrected the Mayor's response at the time noting that Ireland has used RCV for single seat presidents since 1924; discussed an upcoming Charter Reform Measure by the L.A. County Board of Supervisors on the November ballot using the outmoded, two-round contingent runoff system and the possible formation of a Charter Review Commission to consider additional changes; opined that what the City Council of Redondo Beach does with this election can impact that of LA County.

Diane Silver (via Zoom), FairVote, spoke in support of RCV; clarified the difference between rounds vs rankings and wanting rules that enfranchise voters as much as possible; reported that in an instant runoff the voter's vote continues to count for the first choice as long as the candidate continues to be in the race. It is only if they are eliminated that the second choice comes into play. She added that if the voter's preference can be interpreted, then their intent should be honored; encouraged City Council to reconsider its choice about exhausting a ballot if there are skipped rankings and addressed subsequent rankings.

Steven Hill (via Zoom), one of the originators of the idea of instant runoff and RCV, encouraged Council to remove the wording regarding skipped rankings as the City may be stepping into areas of State and Federal Law that have to do with the intent of a voter; noted there are limits to what a Charter City can do; addressed the rigorous certification process; stated that how skipped rankings are handled was probably part of the Secretary of State's certification order for the Hart and the RCV blended system; urged Council to take its time to make the right decision.

Sarah Wolk (via Zoom), Executive Director, Equal Vote Coalition, spoke in opposition of RCV; felt that counting some people's votes while ignoring others is fundamentally unfair; talked about the lack of details and clarity around details with respect to RCV; suggested that the City form a committee to look into implementation best practices and look at STAR voting as another option; talked about RCV having a lack of

auditability and issues with wasted votes; referenced challenges in Alameda County; stated RCV does not count all the rankings and cannot confirm that votes were tallied correctly; commented on the benefits of STAR voting.

Tom Charron (via Zoom), Co-founder, California Ranked Choice Voting Coalition, thanked Council and the City Clerk for all the work it has done regarding this item; talked about RCV being used all over the country; commented that voters love RCV, it has been proven to work and people like having an additional choice.

There were no other public comments on this item.

City Clerk Manzano presented details of the Voter Outreach Plan; went over goals, strategies, and timelines.

Councilmember Obagi asked the City Clerk to use the new City logo on the materials as well as the new font for added consistency.

Councilmember Nehrenheim displayed his slide 1A; talked about questions from residents during the District 1 community meetings regarding this topic; displayed California Form 410 and commented on how complicated the form is; commented they are going from a majority vote of 50% plus one, to a more plurality vote; showed form 460 filed by the California Ranked Choice Voting Coalition and their collection of over \$30,000; commented that most of the money was from outside the State and reported there was not a single person from Redondo Beach that contributed money toward RCV. He acknowledged that voters asked for an instant-runoff system but did not ask for RCV; mentioned his motion tonight will be to approve the ordinance but to direct Staff to move forward with getting STAR voting certified to provide options for residents and spoke about the added complexities for RCV.

Substitute motion by Councilmember Nehrenheim, to approve the ordinance as amended per Council discussion and direct staff to return with a discussion about the STAR voting system and possibly moving forward with certification.

City Attorney Webb pointed out the STAR voting system is not part of the agenda item; reported that Council may make a referral to do so; stated that it would not be incumbent on the City Clerk to do it, but on the Secretary of State and they have a whole process; noted that Council would need to have a full discussion of what that process is and what it would cost; stated he does not know what the process is and discussion would need to be done by Council on the topic of STAR voting.

The substitute motion died for lack of a second.

Mayor Light agreed with the need to consider other voting options.

Councilmember Obagi reported that whenever new systems are considered in a city, money flows in to try to get the City to use those systems and provide an educational

campaign; noted the whole move to RCV started with the CRAC which discussed the issue, ad nauseum, and recommended it to Council.

Councilmember Loewenstein asked for a call of the vote.

Mayor Light summarized the items concurred to by Council.

City Clerk Manzano offered a friendly amendment to receive and file the Voter Outreach Plan.

Councilmembers Loewenstein and Obagi agreed.

The motion carried 5-0 by voice vote.

City Clerk Manzano read title to Ordinance No. 3275-24.

RECESS/RECONVENE

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, and approved by voice vote, to recess for six minutes at approximately 9:07 p.m.

Motion carried, 5-0.

Mayor Light reconvened the meeting at approximately 9:13 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING A CONSULTING SERVICES AGREEMENT TO DESIGN AND PERFORM NECESSARY STUDIES FOR A PUBLIC BOAT LAUNCH PROJECT ON MOLE D IN KING HARBOR APPROVE AN AGREEMENT WITH MOFFATT & NICHOL TO DESIGN A PUBLIC BOAT LAUNCH ON MOLE D OF KING HARBOR FOR AN AMOUNT NOT-TO-EXCEED \$649,648 AND THE TERM AUGUST 20, 2024 THROUGH DECEMBER 31, 2026 PROVIDE DIRECTION ON WHETHER TO INCLUDE A REPLACEMENT BOAT HOIST AS PART OF THE PROJECT STUDIES

CONTACT: GREG KAPOVICH, W.E.D. DIRECTOR

W.E.D. Director Kapovich introduced Senior Management Analyst Dave Charobee and deferred to him for a report.

Senior Management Analyst Charobee narrated a PowerPoint presentation with details

of the Boat Launch Project; noted after multiple discussions Staff recommends Moffatt & Nichol to be awarded the contract; stated they are seeking Council's approval to move forward with the contract and discussion for inclusion of a boat hoist in the project.

Councilmember Nehrenheim noted that Council has discussed this matter thoroughly and completely.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to approve the contract with Moffatt & Nichol with the elimination of the boat hoist option.

Mayor Light invited public comments.

Roger Carlson, District 3, Harbor Commissioner, Amenities Plan Subcommittee and Boat Ramp Subcommittee Member, speaking on his own behalf, offered to respond to questions from City Council regarding the boat hoist; reported that the Commission discussed not keeping the hoist in the project but chose to leave it up to City Council to make the decision; noted the area may be too small for a hoist.

Mark Hanson, King Harbor boater, spoke in support of locating the boat ramp at Mole D; reported he will work on community engagement and talked about the boat hoist.

There were no other public comments on this item.

The motion carried, 5-0, by voice vote.

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING CONSIDERATION OF A SALARY ADJUSTMENT FOR THE ELECTED CITY ATTORNEY POSITION IN ADVANCE OF THE MARCH 2025 MUNICIPAL ELECTION RECEIVE AND FILE THE LETTER PROVIDED BY THE BUDGET AND FINANCE COMMISSION REGARDING THE SALARY FOR THE CITY ATTORNEY POSITION

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

Director of Human Resources Diane Strickfaden narrated a PowerPoint presentation of the City's process to review and consider salary adjustments for elected officials, specifically for the City Attorney position; noted that any salary changes need to be adopted by Council at least 30 days prior or concluded by the council meeting on October 8, 2024; noted that any changes to the ordinance would need to be made that evening so Staff could prepare an ordinance to bring back next month.

Councilmember Obagi opined that the City Manager's position should be the highest paid in the City of Redondo Beach; felt the City Manager should be the Chief Executive of the City and that the City Attorney should be responsive to the directives of the City Manager; stated he felt the City Attorney's salary should be just below the City Manager; noted discussions with Councilmember Behrendt and the City Attorney regarding the City Attorney's immense workload; he displayed his slide 3B illustrating a proposed pay

schedule; added that once the City Attorney is in office, Council cannot raise the salary and that is why they are proposing an increase without knowing who the elected attorney will be because they want to attract some good candidates.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, to approve a salary adjustment for the elected City Attorney position according to the proposed pay schedule in slide 3B.

Councilmember Nehrenheim displayed his Slide 1B; talked about the difference between an elected and appointed City Attorney; discussed focusing on elected City Attorneys; noted that voters decide on the qualifications of the City Attorney; pointed out comparisons in compensation throughout California for elected City Attorneys; talked about base pay and other benefits and contributions; discussed costs per resident and the need to add pension pay; mentioned comparative cities and proposed a \$238,000 base pay plus 3% per year subsequently.

Substitute motion by Councilmember Nehrenheim, to reset the base pay to \$238,000 in line with the City of San Diego and the California Superior Court Judge and 3% compensation per year for the following years.

Councilmember Nehrenheim explained it is a reduction and will put Redondo Beach in line with other cities.

Councilmember Obagi noted it would be a \$36,452 reduction.

Councilmember Nehrenheim stated it is only \$500 reduction per thousand residents.

The substitute motion died for a lack of a second.

Councilmember Obagi stated he is not dead set on 3% per year and is open to other suggestions.

Councilmember Loewenstein suggested a 2% increase per year.

Councilmember Obagi suggested a 2.5% increase per year.

Councilmember Kaluderovic pointed out that Council moved to discuss the City Manager salary in January 2025; clarified that this proposed salary for the City Attorney has taken that into account since Councilmember Obagi noted the City Manager should be the highest paid.

In response to Mayor Light's question regarding the reason for escalating the salary this year, Councilmember Obagi reported that he has received feedback from several people that the salary is below market and the workload is huge; noted only one person has announced their candidacy and believed it is worthwhile to make the position appealing for the workload; mentioned Councilmember Behrendt is an attorney and would be

perfect for the position but he will not run.

Councilmember Behrendt agreed that the workload is intense.

Councilmember Kaluderovic stated that while the City Attorney is an elected official, he is an employee of the City; felt it seems odd to not give the same financial appreciation that has been extended to every other group in every other decision that has come before Council; talked about the cost of living increases from 2020 until now; stated she was more comfortable with Councilmember Obagi's original motion.

Mayor Light commented on the possibility of going to a cost-of-living (COLA) increase for subsequent years.

City Manager Witzansky opined that would complicate things as calculations would be needed year over year and it would be better to define the number now.

Councilmember Obagi explained the rationale behind his suggestion of a 2.5% increase year over year.

Councilmember Loewenstein spoke about showing appreciation for the City Attorney's work; talked about the workload; felt Councilmember Obagi's motion is a good compromise.

Discussion followed regarding the original motion.

City Clerk Manzano reported receiving four eComments opposing this matter.

Councilmember Nehrenheim asked Councilmember Behrendt if he is planning on running for the City Attorney position.

Councilmember Behrendt stated he is not planning to run for City Attorney.

The motion carried 4-1. Councilmember Nehrenheim was opposed.

O. CITY MANAGER ITEMS

City Manager Witzansky reported Staff and City Council will not meet next week; announced meetings will return on September 3, 2024; addressed items to be considered in future agendas and noted the meeting of September 10, 2024 will be a strategic planning meeting.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND POSSIBLE DIRECTION TO STAFF REGARDING CHRONICALLY VACANT COMMERCIAL AND RESIDENTIAL PROPERTIES THAT ADD TO BLIGHT AND NUISANCE IN THE COMMUNITY

**CONTACT: MICHAEL W. WEBB, CITY ATTORNEY
JOY FORD, QUALITY OF LIFE PROSECUTOR**

Quality of Life Prosecutor Ford narrated a PowerPoint presentation regarding chronically vacant commercial and residential properties that add blight and nuisance in the community; noted she used Code Enforcement's case management system to pull up any cases in the last three years that had the term abandoned or vacant; showed slides of examples of properties; stated that if the City of Redondo Beach would like to adopt and ordinance she suggests it has definitions, registration requirements, monthly or annual registration fee, enforcement and violations with penalties.

City Attorney Webb added this is a Council policy call in terms of what to include; reported the vast majority of complaints received about the topic have ancillary complaints that the City's Municipal Code already covers; discussed enforcement, the possibility of a storefront improvement program and the good deeds fund.

Mayor Light reiterated the City Attorney's request for direction to establish an ordinance.

Discussion followed regarding Code Enforcement considerations.

Councilmember Obagi spoke about having the ordinance address commercial properties but not private properties; stated he would not be inclined to pass any laws for residential zones at this time.

City Attorney Webb spoke about vacant commercial properties along Artesia; noted the City now has a full Quality of Life team; discussed the need to consider unintended consequences. He added that Council needs to consider what it is trying to correct and direct him to work on an ordinance to meet those goals.

Councilmember Kaluderovic understood that there are residents noticing blight in the area; noted the circumstances as to why that is plays a role in how to address it; noted that 70% of the issues that have been brought up were resolved through Code Enforcement and talked about the progress that has been made with the current laws in the books. Additionally, she mentioned receiving an email from a resident who runs a program called "Coastline Cares", a volunteer program looking to help residents who are elderly or disabled clean their lawns and perform minor repairs in their homes.

Councilmember Loewenstein talked about being beyond blight and reduced property values, but it also includes public health concerns.

City Attorney Webb reported the City already has laws covering most issues but if there are items that the law does not cover, he suggested Council put that in their direction for the ordinance.

Councilmember Loewenstein talked about cases where blight is due to City permitting

delays and issues.

Councilmember Nehrenheim talked about the small number of yearly requests; discussed fire issues, health and safety issues and vagrancy issues related to blight; agreed with the need to address commercial properties; commented on the Torrance and Manhattan Beach ordinances; felt the City has enough tools in its toolbox to address the matter appropriately.

Mayor Light invited public comments.

Jim Mueller talked about the Torrance and Manhattan Beach ordinances; discussed existing chronically vacant and blighted properties; addressed a significant vacancy rate in Redondo Beach; referenced the code he proposed and submitted under Blue Folder Items. Additionally, he talked about reasons people may have blight; spoke about possible financial benefits to the City of addressing blight.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, and carried by voice vote, to grant Jim Mueller additional time to comment.

Motion carried 5-0.

Jim Mueller said that much of the blight is related to property owners that do not live in the City and have no interest in it; spoke about complaints and wondered about the appeal process for Code Enforcement decisions.

Wayne Craig, District 1, agreed about the importance of focusing on commercial properties for an ordinance; mentioned residential enforcement is being looked at by many realtors and that the City does not know the situation with residential properties and the owners' circumstances.

There were no other public comments.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and carried by voice vote, to receive and file the report.

The motion carried 5-0.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Nehrenheim commented on Mayor Light's Harbor Commercial Plan.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and carried by voice vote, to forward Mayor Light's Harbor Commercial Plan to the Harbor Commission for their review.

The motion carried 5-0.

Councilmember Behrendt stated he would like to comment on the item.

Motion by Councilmember Nehrenheim to place on an upcoming agenda, discussion and possible action to authorize City staff to request certification of the STAR voting system both directly and via the County as provided by the State of California and as per the example ordinance he provided during the first meeting in August under Blue Folder Items.

The motion died for lack of a second.

Councilmember Behrendt suggested waiting on the STAR voting since Council has many other pressing issues to address.

Councilmember Obagi favored placing the item on the Strategic Plan after the next municipal election.

Motion by Councilmember Kaluderovic, to place on an upcoming agenda, sometime in October, a discussion of Council's policies regarding attendance.

Councilmember Nehrenheim offered a friendly amendment to add training regarding use of City emails.

Discussion followed regarding the large number of items scheduled for Council consideration in September and October.

Councilmember Kaluderovic offered to work in a subcommittee on this topic and asked for consideration before the end of the year.

Councilmember Obagi and Mayor Light offered to work with Councilmember Kaluderovic offline regarding this matter.

City Attorney Webb expressed concerns with the number of items scheduled for Council consideration.

City Manager Witzansky confirmed it will be a busy Fall for City Council and listed issues to be considered.

Amended motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, and carried by voice vote, to place on an upcoming agenda, sometime before the end of the year, a discussion of Council's policies regarding attendance for Commission/Committee meetings and training on the use of City emails.

The amended motion carried 5-0, by voice vote.

Motion by Councilmember Kaluderovic, seconded by Councilmember Loewenstein, to

place on an upcoming agenda, a discussion to consider a budget modification designating the Kings 5K as a signature event.

Councilmember Nehrenheim voiced his opposition.

The motion carried 4-1. Councilmember Nehrenheim was opposed.

Councilmember Obagi confirmed the strategic plan session will be on September 10, 2024 and there will be no Council meeting next week; asked about the mural that was supposed to be done at the Skate Park.

City Manager Witzansky and City Attorney Webb provided a brief background and status of the project; mentioned the delay was not on the part of the Kings but more to do with the liability insurance.

R. RECESS TO CLOSED SESSION – None

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION – None

The Closed Session meeting was cancelled.

T. ADJOURNMENT – 11:11 p.m.

City Attorney Webb requested adjourning tonight's meeting in memory of Kenton Moore and spoke about him representing the City years ago; spoke very highly of the person he was and how everyone that worked with him felt he was a great guy.

There being no further business to come before the City Council, motion by Councilmember Obagi, seconded by Councilmember Behrendt, to adjourn the meeting at 11:11 p.m. in memory of Kenton Moore, to 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, September 3, 2024 in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

Motion carried, 5-0.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Minutes
Redondo Beach City Council
Tuesday, September 3, 2024
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session –Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Mayor Light

Councilmembers Absent: Obagi

Officials Present: Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - NONE

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

There were no Blue Folder Items for Closed Session.

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

There were no public communications on Closed Session items and non-agenda items.

F. RECESS TO CLOSED – 4:32 p.m.

Analyst Villa read title to the items to be considered in Closed Session.

City Manager Witzansky announced that the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, Human Resources Director Diane Strickfaden, Outside Legal Counsel Aaron Prosin, Public Works Director Andy Winje and Outside Legal Counsel Mane Khachatryan.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, to recess to Closed Session at 4:32 p.m.

Motion carried, 4-0. Councilmember Obagi was absent.

F.1. 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:

**John Bruce v. City of Redondo Beach
WCAB No: ADJ12141327; ADJ12141328**

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:

**City of Redondo Beach v. Mike Madani, Trustee of the Madani Family Trust Under Declaration of Trust Dated May 6, 2022, et al.
Case Number: 21STCV11444**

G. RECONVENE TO OPEN SESSION – 6:00 p.m.

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Lucie Colombo, Chief Deputy City Clerk

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced that Human Resources Analyst Nicolette Petz joined in Closed Session for Item No. F.1.

Councilmember Obagi announced that he was present for the entire Closed Session.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Kaluderovic, seconded by Councilmember Loewenstein, and

approved by voice vote, to adjourn to the regular meeting at 6:00 p.m.

Motion carried, 5-0.

6:00 PM - OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:00 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Lucie Colombo, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and recognized them for their service.

Ryder, 4th Grader, Valley Christian Academy, led in the salute to the flag.

Mayor Light called for a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

Councilmember Nehrenheim commended MSO's Brian Sabosky and Pedro Malo for noticing fraudulent QR codes on parking meters; mentioned the building of a dedicated bicycle lane on Knob Hill; talked about improvements at Alta Vista; spoke about the work on the Waterfront, including the installation of pavers at the International Boardwalk; thanked Public Works for their efforts.

Councilmember Loewenstein thanked Public Works for the installation of pavers at the International Boardwalk; announced the District 2 Community Meeting will be held on Wednesday, September 25th on Zoom from 6:00 p.m. to 7:30 p.m.; noted W.E.D. Director Greg Kapovich will be the special guest at the meeting; they will talk about the bonds for November; mentioned previous meeting and Marc Wiener, Community Development Director, joining it and listening to information regarding the measures for the FP obligation bond for rebuilding Police and Fire stations.

Councilmember Kaluderovic spoke about the recent District 3 Community Meeting last week and stated she will post the next September meeting soon.

Councilmember Obagi thanked Interim Community Services Director Hause for attending the recent District 4 Community Meeting; addressed the upcoming bond measure supporting the City's Public Safety infrastructure needs; noted forces outside the City are opposing it; thanked Council and the Mayor for helping to combat it and get the opposition withdrawn.

Mayor Light announced his first community meeting September 4, 2024, from 5:00 p.m. to 7:00 p.m. in the Community Room of the North Library and urged residents to attend.

E. APPROVE ORDER OF AGENDA

Councilmember Obagi requested moving Item No. P.3 ahead of Item No. P.1.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, and approved by voice vote, the order of the agenda, as amended, moving Item No. P.3 prior to Item No. P.1.

Motion carried, 5-0.

F. AGENCY RECESS

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, and approved by voice vote, to recess at 6:13 p.m.

Motion carried, 5-0.

F.1. REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

CONTACT: ELIZABETH HAUSE, INTERIM COMMUNITY SERVICES DIRECTOR

F.2. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

F.3. PUBLIC FINANCING AUTHORITY - REGULAR MEETING – CANCELLED

RECONVENE TO REGULAR MEETING FROM AGENCY MEETINGS – 6:33 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano announced Blue Folder Items for Items No. H.15, J.1, N.1 and P.1.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, to receive and file Blue Folder Items.

Motion carried, 5-0.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF SEPTEMBER 3, 2024

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

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: MAY 21, 2024.

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS CHECKS 29920-29943 IN THE AMOUNT OF \$16,264.91, PD. 8/30/24 DIRECT DEPOSIT 283352-283988 IN THE AMOUNT OF \$2,425,012.51, PD. 8/30/24 EFT/ACH \$9,246.68, PD. 8/2/24 (PP2416) EFT/ACH \$30,874.52, PD. 8/26/24 (CA State Economic Development Department)

ACCOUNTS PAYABLE DEMANDS CHECKS 115683-115920 IN THE AMOUNT OF \$3,897,289.59 EFT CALPERS MEDICAL INSURANCE \$464,040.92 DIRECT DEPOSIT 100008639-100008729 IN THE AMOUNT OF \$94,298.36, PD.8/30/24

REPLACEMENT DEMANDS 115681-115682

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

H.5. APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE A LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON COMPANY (SCE) PERMITTING THE CITY TO PLACE SIGNAGE ON SCE-OWNED STREET LIGHT POLES AT NO COST TO THE CITY UNTIL TERMINATED

2. APPROVE AN AGREEMENT WITH ROCKWEST TECHNOLOGY GROUP, INC., DBA MULTICARD, FOR ID CARD SOFTWARE MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$3,200 FOR THE TERM AUGUST 1, 2024 TO JULY 31, 2025

3. APPROVE AN AGREEMENT WITH LEADING RESOURCES, INC. FOR STRATEGIC PLANNING FACILITATION SERVICES IN AN AMOUNT NOT TO EXCEED \$15,000 FOR THE TERM SEPTEMBER 3, 2024 TO JANUARY 31, 2025

4. APPROVE A MASTER SOFTWARE AND SERVICES AGREEMENT WITH PARAMOUNT TECHNOLOGIES, INC., AKA PAIRSOFT INC., FOR WEBIPLEX DOCUPEAK AND E-SUBPEONA SOFTWARE PLATFORMS IN AN AMOUNT NOT TO EXCEED \$29,449 FOR THE TERM SEPTEMBER 3, 2024 TO SEPTEMBER 2, 2027

5. APPROVE AN AMENDMENT TO THE AGREEMENT WITH LOCALITY MEDIA, INC., DBA FIRST DUE, FOR ADDITIONAL RECORDS MANAGEMENT SYSTEM SERVICES IN AN AMOUNT NOT TO EXCEED \$26,592.25 FOR THE TERM AUGUST 16, 2024 TO AUGUST 15, 2025 AND RETROACTIVE TO JANUARY 1, 2024

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

H.6. This Item was pulled from Consent for separate discussion by Councilmember Obagi.

H.7. This Item was pulled from Consent for separate discussion by Councilmember Behrendt.

H.8. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2409-070, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AMENDING THE SALARY RANGE FOR THE POSITION OF WATERFRONT & ECONOMIC DEVELOPMENT MANAGER

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.9. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2409-071, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,

CALIFORNIA, LEASING CERTAIN PROPERTY TO JARIET TECHNOLOGIES, INC., A DELAWARE CORPORATION APPROVE AN AMENDMENT TO THE LEASE WITH JARIET TECHNOLOGIES, INC. FOR A MONTHLY MINIMUM RENT OF \$25,183 AND THE TERM SEPTEMBER 3, 2024 THROUGH NOVEMBER 2, 2029

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.10. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2409-072, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO PIERO QUINCI, DMD, MS INC., A CALIFORNIA CORPORATION APPROVE AN AMENDMENT TO THE LEASE WITH PIERO QUINCI, DMD, MS INC. FOR A MONTHLY MINIMUM RENT OF \$5,520 AND THE TERM SEPTEMBER 3, 2024 THROUGH SEPTEMBER 2, 2029

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.11. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2407-073, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO ROSENWALD CAPITAL MANAGEMENT, INC., A NEW YORK CORPORATION APPROVE AN AMENDMENT TO THE LEASE WITH ROSENWALD CAPITAL MANAGEMENT, INC. FOR A MONTHLY MINIMUM RENT OF \$3,487 AND A MONTH-TO-MONTH TERM STARTING SEPTEMBER 3, 2024

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.12. APPROVE ADDENDUM NO.1 TO TRANSFER AGREEMENT NO. 2022RPSSMB02 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE FULTON PLAYFIELD MULTI-BENEFIT INFILTRATION PROJECT, JOB NO. 60280 AWARDED THROUGH THE REGIONAL SAFE CLEAN WATER PROGRAM AND AUTHORIZE THE MAYOR TO EXECUTE THE DOCUMENT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.13. APPROVE THE SAFE, CLEAN WATER MUNICIPAL TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF REDONDO BEACH; AND ADOPT BY TITLE ONLY RESOLUTION NO. CC-2409-077, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA,

AUTHORIZING THE MAYOR, THE CITY MANAGER, OR THE CITY MANAGER'S DESIGNEE TO EXECUTE THE TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE SAFE, CLEAN WATER PROGRAM'S MUNICIPAL PROGRAM

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.14. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2409-074, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO INCLUDE A NEW POSITION OF PRINCIPAL TRANSPORTATION ENGINEER**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.15. APPROVE CONSTRUCTION CHANGE ORDER NO. 1 FOR THE BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PROJECT, JOB NO. 40510, TO SLURRY SEAL SEGMENTS OF BERYL STREET AND CATALINA AVENUE USING AVAILABLE FUNDING IN THE CITYWIDE SLURRY SEAL PROJECT, JOB NO. 41140, BUDGET WHILE RETAINING THE CITY ENGINEER'S AUTHORIZATION LIMIT FOR FUTURE CHANGE ORDERS OF 10% OF THE ORIGINAL CONTRACT AMOUNT**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.16. APPROVE AN AGREEMENT WITH HF&H CONSULTANTS, LLC FOR SOLID WASTE CONSULTING SERVICES RELATED TO A PROPOSED SECOND AMENDMENT TO THE CITY'S SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, FOR AN AMOUNT NOT TO EXCEED \$40,000**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.17. APPROVE THE PURCHASE OF LAPTOP AND RUGGEDIZED TABLET COMPUTERS FROM DELL MARKETING L.P. FOR AN AMOUNT NOT TO EXCEED \$75,448**

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

- H.18. APPROVE AN AMENDMENT TO THE AGREEMENT WITH MELAD AND ASSOCIATES, INC. FOR BUILDING PLAN CHECK REVIEW AND PERMIT TECH SERVICES TO INCREASE THE AMOUNT BY \$104,000 FOR A NEW CONTRACT NOT TO EXCEED TOTAL OF \$161,000**

CONTACT: MARC WIENER COMMUNITY DEVELOPMENT DIRECTOR

H.19. RECEIVE AND FILE THE REDONDO BEACH POLICE DEPARTMENT ANNUAL MILITARY EQUIPMENT REPORT, IN COMPLIANCE WITH TITLE 3, CHAPTER 16 OF THE REDONDO BEACH MUNICIPAL CODE AND ASSEMBLY BILL 481

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.20. This Item was pulled from Consent for separate discussion by Councilmember Nehrenheim.

H.21. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2409-075, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AMENDING THE PART-TIME EMPLOYMENT POLICY AND PAY PLAN FOR PART-TIME EMPLOYEES

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.22. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2409-076, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO ADD THE POSITION OF LIBRARY MANAGER

CONTACT: DANA VINKE, LIBRARY DIRECTOR

H.23. This Item was pulled from Consent for separate discussion by Councilmember Loewenstein.

H.24. This Item was pulled from Consent for separate discussion by Councilmember Nehrenheim.

Councilmember Nehrenheim pulled Items No. H.20 and H.24 from the Consent Calendar for separate consideration.

Councilmember Loewenstein pulled Item No. H.23 from the Consent Calendar for separate consideration.

Councilmember Obagi pulled Item No. H.6 from the Consent Calendar for separate consideration.

Councilmember Behrendt pulled Item No. H.7 from the Consent Calendar for separate consideration.

There were no public comments on the Consent Calendar.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, and approved by voice vote, to approve the Consent Calendar except Items No. H.6, H.7,

H.20, H.23 and H.24.

Motion carried, 5-0.

City Clerk Manzano read title to Resolutions No. CC-2409-070, CC-2409-071, CC-2409-072, CC-2409-073, CC-2409-077, CC-2409-074, CC-2409-075 and CC-2409-076.

I. EXCLUDED CONSENT CALENDAR ITEMS

H.6 APPROVE AN AGREEMENT WITH ARTIST ANDREW C. JENKINS FOR INSTALLATION OF THE PUBLIC ARTWORK "SKATE WAVES" TO BE LOCATED AT THE WATERFRONT SKATE PARK AT 500 FISHERMAN'S WHARF IN AN AMOUNT NOT TO EXCEED \$47,986 FOR THE TERM SEPTEMBER 3, 2024 TO MARCH 31, 2025

CONTACT: ELIZABETH HAUSE, INTERIM COMMUNITY SERVICES DIRECTOR

Councilmember Obagi mentioned this is a monumental achievement; noted it has been one of his priorities to bring more art to the City and shared a slide illustrating the project that will be placed at the Pier skate park area.

Mayor Light invited public comments.

Andy Porkchop, Torrance, spoke about his love of murals and his support of the project and suggested saving money by letting people spray paint it for free.

There were no other public comments on this item.

Discussion followed regarding the timeline for completion.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, and carried by voice vote, to approve Item No. H.6.

The motion carried 5-0.

H.7. APPROVE A ONE YEAR AGREEMENT WITH MNS ENGINEERS, INC. FOR COMMUNITY DEVELOPMENT BLOCK GRANT CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$60,802 USING HUD ENTITLEMENT FUNDS FOR THE TERM SEPTEMBER 4, 2024 TO SEPTEMBER 3, 2025

CONTACT: ELIZABETH HAUSE, INTERIM COMMUNITY SERVICES DIRECTOR

Councilmember Behrendt stated he will abstain from voting on this item.

There were no public comments on this item.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, and carried by voice vote, to approve Item No. H.7.

The motion carried 4-0-1. Councilmember Behrendt abstained.

H.20. INTRODUCE BY TITLE ONLY ORDINANCE NO. 3276-24, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 2-3.904 OF ARTICLE 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE, UPDATING THE SALARY AND BENEFITS OF THE CITY ATTORNEY FOR INTRODUCTION AND FIRST READING

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

Councilmember Nehrenheim opined this is an opportunity to reset the pay for the City Attorney position; reported voters will elect the person who they feel is qualified to be City Attorney; felt Redondo Beach should follow San Diego's example and set the pay equal to that of a California Superior Court Judge; commented that it takes the politics out of it and makes it even and consistent with other cities; addressed costs per thousand residents.

Motion by Councilmember Nehrenheim, to approve the base pay at \$238,000 per year and a 3% subsequent increase per year, thereafter, in line with the City of San Diego.

The motion died for lack of a second.

Mayor Light invited public comments.

Rolf Strutzenberg mentioned Council needs to ask itself whether it is condoning or rewarding any illegal or criminal activity of the elected City Attorney; reported the City Charter is clear in terms of the duties and responsibilities of the elected City Attorney; noted any activity outside of those is a violation of the Charter and a criminal act and that another violation of the Charter occurs when the duties are not done by the City Attorney. He asserted the City Attorney is not immune from the City Charter and is bound by it and felt that Council should look at it before proceeding.

Leslie Campeggi suggested taking another approach such as using a salary that is more commensurate with like cities but implementing a bonus plan; talked about the position being an elected one but felt there is not enough transparency in terms of what the City Attorney's does, as much of it is confidential; discussed the great things being done in terms of homelessness and recommended applying a bonus. She added that this is an opportunity for Council to look at performance-based compensation.

Andy Porkchop, Torrance, commented favorably about having the City Attorney position

as elected; spoke about growing CalPERS obligations and urged Council to think about growing pension costs when raising salaries.

City Clerk Manzano reported receiving three eComments, two opposed and one neutral.

There were no other public comments on this item.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, Item No. H.20, Introducing by title only Ordinance No. 3276-24, an ordinance of the City Council of the City of Redondo Beach, California, amending Section 2-3.904 of Article 9, Title 2 of the Redondo Beach Municipal Code, updating the salary and benefits of the City Attorney for introduction and first reading.

The motion carried 4-1. Councilmember Nehrenheim was opposed.

Councilmember Nehrenheim referenced an email he received about a salary survey from a resident; explained this matter now has to be set by ordinance.

City Clerk Manzano read title to Ordinance No. 3276-24.

H.23. AUTHORIZE THE MAYOR TO SIGN A LETTER IN OPPOSITION TO SENATE BILL 450, WHICH WOULD LIMIT THE ABILITY OF LOCAL GOVERNMENTS TO APPLY OBJECTIVE STANDARDS TO PROPOSED SENATE BILL 9 PROJECTS

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

Councilmember Loewenstein corrected a typographical error in the letter.

Mayor Light stated that in his discussions with Senator Ben Allen and his Staff, this has already been approved and the only person that would have an impact is Governor Newsom.

Councilmember Loewenstein felt it should go to Senator Atkins as she should know how dangerous it is.

Motion by Councilmember Loewenstein, to address the letter to Governor Newsom, cc Senator Toni Atkins and correct the typographical error.

Councilmember Behrendt agreed with the proposed changes and offered an amendment that, in the future, Council consider moving its position on these bills from oppose to support if amended to be consistent with ensuring cities do their fair share with respect to housing. Specifically, the amendment would be that this bill, SB 450 and others like it, should apply to cities that have a residential population density of less than 10,000 people per square mile, cities that are the most in need of and capable of providing increased housing. He added that doing so may bring a different

perspective, allowing the City to get “a seat at the table” and focus on that singular issue.

Mayor Light agreed that it adds an incentive to get over the threshold so that it does not apply.

Amended motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to address the letter to Governor Newsom, cc Senator Toni Atkins, correct the typographical error and that in the future, Council consider moving its position on these bills from oppose to support if amended, to be consistent with ensuring cities do their fair share with respect to housing and specifically, the amendment would be that this bill, SB 450 and others like it, should apply to cities that have a residential population density of less than 10,000 people per square mile, cities that are the most in need of and capable of providing increased housing.

Councilmember Nehrenheim suggested omitting “oppose” and stating that the City would be “open to supporting it, if it were amended to include the following items”.

Discussion followed regarding the bill already passing the floor.

Councilmember Kaluderovic felt the City “missed the boat” on this and agreed with sending a message that the City would be open to this, in the future, but with certain conditions.

Councilmember Nehrenheim spoke about SB 450 and how it was suspended for several years and was just pushed through last week; mentioned how this negatively impacts them.

Mayor Light invited public comments.

Holly Osborne, District 5, thanked the City and the City Attorney for their efforts on successfully fighting SB 9 to not apply to Charter cities; talked about SB 40 being a last-minute, sneaky bill to nullify the victory; reported sending a letter asking Assemblymember Muratsuchi to oppose it (which he did) and to Senator Allen to oppose it (which he did not) and discussed the importance of the work of Our Neighborhood Voices.

Andy Porkchop, Torrance, suggested, when Council deliberates, that it displays the appropriate slide; spoke about a Torrance councilmember and discussed the need for more housing.

There were no other public comments on this item.

The amended motion carried 5-0.

H.24. ADOPT BY TITLE ONLY ORDINANCE NO. 3275-24, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, REPEAL TITLE 2, CHAPTER 2, ARTICLE 2, SECTION 2-2.202 (NOTICES OF RUNOFF ELECTIONS) AND ADDING ARTICLE 4 TO MUNICIPAL CODE TITLE 2, CHAPTER 2, TO PROVIDE FOR INSTANT RUNOFF VOTING RELATED TO RANKED CHOICE VOTING. FOR SECOND READING AND ADOPTION.

CONTACT: ELEANOR MANZANO, CITY CLERK

Councilmember Nehrenheim displayed Slide 1A and wondered if an unofficial election night report is mandated.

City Clerk Manzano clarified that, on election night, she would run a report on the ballots received and count the first ranking/round.

Councilmember Nehrenheim quoted from a Voluntary Voting Systems Guide regarding the Congressional Act Help America Vote Act of 2002; expressed concerns about variances in jurisdiction of rules and the need to have all the ballots in at once in order to count them; asserted he would rather have one count when all the ballots are ready to go.

City Clerk Manzano reiterated, that on election day, her office would count the first ranking only and no one is eliminated; reported that approximately two weeks later, when all ballots are added they run it through the machine; noted the system knows which ballots were counted on election day and which were received for the final tabulation. The instant runoff data is provided at that time and reports are generated.

Councilmember Nehrenheim spoke about the point of the audit and City Clerk Manzano explained there are two precincts per district; reported on the final day, there will be two boxes of ballots from election day and two from the final day, subsequently staff does its rank by choosing a box and then do their 1% (usually more than 1%) for the audit. She added that hand-counted ballots are compared to the reports.

In response to Mayor Light's question, City Clerk Manzano confirmed that her office reviews all of the rounds manually, but for only one box based on each district that has a contest and does the tally for each race. She added that it is a process that will take longer to complete than previously and confirmed that ballots are kept in the vault.

Councilmember Nehrenheim questioned the need for a preliminary run and felt that it does not provide any useful information.

City Clerk Manzano added it depends on the amount of ballots received.

Councilmember Nehrenheim advocated for doing one run after all the ballots are received and suggested changing the ordinance accordingly.

City Attorney Webb reported that since it is a substantive change, it will delay adoption of the ordinance and Council will have to reintroduce it tonight and adopt it at a subsequent meeting. He explained the likelihood of increased confusion and concerns about residents getting no information on election night; claimed that language referenced by Councilmember Nehrenheim does not conflict existing practice, it only specifies the rounds have to be tabulated when all of the ballots have been received. He reported the definition he added was designed to make it clear that initial election night round of counting was unofficial and not a required report; stated it would be up to the election official to release the unofficial election night count.

Councilmember Nehrenheim suggested leaving it in but noted he does not feel comfortable issuing a report on election night.

Councilmember Behrendt mentioned he discussed a non-substantive scrivener's matter with the City Clerk in regards to Section 2-2.46 and suggested ensuring that defined terms are capitalized.

City Attorney Webb noted it would be up to Council; mentioned he liked Councilmember Behrendt's way better; reported he varied from other ordinances in listing the definitions alphabetically.

Councilmember Behrendt talked about skipped rankings; stated that if Council wants to revisit it, there is a way to determine the intention of the voter who does not put a name in the first round but does in the second round by including in language such as, that in the event a ranking is skipped, the vote will be given to the next ranked candidate.

Councilmember Obagi observed the proposal is a vast departure from what Councilmember Behrendt advocated previously and wondered what changed his mind.

Councilmember Behrendt recalled there was concern regarding not knowing a voter's intent and reiterated his proposal for correcting that by providing the language in the instructions.

Councilmember Obagi interjected that assumes voters read the instructions; expressed concerns over voters not understanding how their choice will be ranked. He noted that no other city does it that way; reported that Ranked Choice Voting (RCV) folks are concerned this election will "blow up in the City's face" if there are more than two candidates or if something goes wrong and ballots are disqualified for skipped rankings; stated he went over the rules at a recent community meeting and felt people seemed to understand "no skipped rankings" and starting at one; noted

this is an experimental program and does not feel strongly either way.

Councilmember Loewenstein reported he was also concerned; read that up to 3% of ballots can have skipped votes; talked about a ballot having continuous skips and questioned the intention; noted he can see both sides but reiterated his concern that the City may be throwing out a lot of votes and could potentially expose the City to challenges.

Discussion followed regarding overvotes and Councilmember Loewenstein mentioned having had this discussion at length, “ad nauseum” being the best way to put it.

In response to Councilmember Obagi’s hypothetical case when a voter skips every other ranking, City Clerk Manzano reported that the software will either skip or not skip and it would look for the next ranking and consider it the second ranking.

Mayor Light invited public comments.

Tony Hale reported the concerns RCV organizations nationwide have, is that throwing out votes is very different than throwing out a vote if you cannot determine the will of the voter; stated if a voter double votes, the will of the voter cannot be determined; if a clear choice is marked, that vote should be honored and not discarded; mentioned the software has options for handling skipped votes.

Regarding the software’s capabilities, Mayor Light noted that the technicians previously misled Council in terms of tie votes.

Tony Hale reported RCV organizations have looked at this, specifically because of the decisions of Redondo Beach, and have serious concerns about it and have raised the level of concern about this issue with all their organizations to make sure that other municipalities do not do this. Additionally, he talked about opening the City to increased litigation where voters could win based on the standards put forward by the Secretary of State; mentioned the bigger loss is lost credibility with the voters; clarified that the 1% check is done against the final count and not the election night count.

Councilmember Loewenstein presumed that 3% of the ballots would be thrown out and wondered if that would impact other races.

City Clerk Manzano explained it would be just for those contests that are RCV.

Councilmember Loewenstein talked about needing to clearly distinguish between “ballot” and “contest” in the ordinance as currently it seems that the entire ballot is thrown out.

Discussion followed regarding having the rules in place prior to the March election.

City Attorney Webb reported the City Clerk had indicated she wanted the ordinance done by August 20th so that she would have time before the opening of the nominations period.

City Clerk Manzano reaffirmed her need for an ordinance declaring the City will move ahead with RCV so she can move ahead with vendors and establishing systems.

In reply to Councilmember Obagi's request, City Attorney Webb detailed and reviewed the changes made to the ordinance as requested by Council at its last meeting.

Councilmember Obagi indicated he would not mind leaving the instructions as they currently are as they would guide the voter to vote as clearly as possible.

City Attorney Webb mentioned that Council could give direction to reinstate the version with 2-2.406 and 2-2.407 and decide whether or not Council wants to return to the tiebreaking system used in one other city that seems fairer than drawing a lot.

Councilmember Behrendt suggested language that, "In the event that you do skip a ranking, your vote will be given to your next ranked continuing candidate".

Councilmember Nehrenheim commented on going down the path of interpretation.

Councilmember Obagi noted the City has the "comforting guide rail" of the Secretary of State and the election code.

Councilmember Behrendt displayed Slide 3B showing proposed changes to 2-2.403.

Motion by Councilmember Obagi, to go back to what was initially proposed, subject to adding the red line proposed by Councilmember Behrendt, to the initial instructions.

Regarding overvotes, City Attorney Webb stated the idea behind it is there is no way to decide which candidate a voter prefers; distinguished between overvotes and skipped votes; reported this is the norm for cities that have adopted RCV; noted this was at the recommendation of the Charter Review Advisory Committee (CRAC); added that the more deviation Council makes, the more unintentional error may be inserted into the process; pointed out that Council can see how it goes since it is an ordinance and make additional changes as it deems necessary.

Amended motion by Councilmember Obagi, to go back to what was initially proposed, subject to adding the red line proposed by Councilmember Behrendt, to the initial instruction and add the sentence regarding, "In the event of a skipped ranking, the vote will be given to the next ranked candidate", capitalize each defined term, both where they are defined and where they are used further in the ordinance

and correct the extra space in 2-2.407 and insert, “ballot” after “exhausted”.

Discussion followed regarding challenges in trying to determine a voter’s intent.

Councilmember Nehrenheim expressed concerns that by making the proposed changes, Council may very well be changing other things in the ordinance that Council is not looking at; suggested keeping the ordinance the way it is and make appropriate changes afterwards.

City Attorney Webb stated the motion goes back to the norm and what other agencies are doing; talked about overvotes and undervotes per election contest.

Councilmember Loewenstein agreed with moving ahead.

Councilmember Obagi displayed Slide 3B and suggested changing “ballot”, under 2-2.401, to “contests”; mentioned providing direction to the City Attorney to work with the City Clerk.

City Attorney Webb interjected that this is Council’s ordinance and Council has had multiple definitions.

Councilmember Obagi pointed out that Council has had two meetings to discuss this ordinance.

City Attorney Webb stated Council has had two-years’ warning; talked about the research that has been done prior to putting this on the ballot, and mentioned it is hard to produce a collective that all Councilmembers want.

Councilmember Obagi stated Councilmember Behrendt suggested to leave it as is.

Councilmember Behrendt seconded the motion.

David Engle, District 5, spoke in opposition of the ordinance; felt these changes will result in fewer people voting; suggested testing the system before implementing it.

Holly Osborne suggested testing it using 100 people from the Senior Center, 100 of the nerdiest students from Redondo Union High School over 18, 100 people from football and sports teams to see if they can follow directions.

Wayne Craig expressed concerns regarding the statement that, “The City is doing the best it can with an experimental program” and mentioned that if the City cannot clearly articulate what it is doing, it is not ready to be implemented.

Andy Porkchop, Torrance, urged Council to listen to the City’s elected lawyer; talked about good existing laws regarding elections; opined this is a waste of money and an attempt to “rig” election rules.

Tom Charron (via Zoom), California RCV Coalition, claimed that RCV is not an experimental system; reported there are over 50 cities in the nation using RCV; acknowledged that it is relatively new and voters need to be educated; expressed concerns that the skipped ranking decision made at the last meeting will disenfranchise voters; noted all other cities using RCV specify that when a ranking is skipped, the vote advances to the next ranked continuing candidate and asserted it is also recommended by the Secretary of State Guidelines and is the best policy for honoring the intent of the voter and ensuring that no voter is disenfranchised.

Marcella Miranda-Caballero (via Zoom), California RCV Coalition, spoke about skipped ranking; expressed concerns with voters being disenfranchised if the City proceeds with its present position regarding skipped rankings; noted that even Charter cities cannot toss out ballots in which the intent of the voter is clearly displayed.

Steven Hill (via Zoom) noted RCV is not experimental and that it is being used all over the world; felt that what is experimental is Council changing some of the rules that have been used before it; talked about undervotes and overvotes not being able to show the intent of the voter and being able to do so with skipped ranking with reasonable assumptions. He added that an exhausted ballot means there are no more continuing candidates; noted that skipped ranking is the only one whereby the intent of the voter can be determined and State law states that the vote must be counted.

Steve Chessin (via Zoom), President, Californians for Electoral Reform, mentioned Council's original policy language, regarding skipped ranking would be in violation of California State Law; quoted sections of the Election Code regarding determining the intent of the voter and hoped Council will approve the amendments that ballots will not be invalidated when there are skipped rankings.

Nancy Skiba (via Zoom), District 4, opined this is a terrible idea; felt it will result in increased confusions and less people voting; talked about it being shameful that the information was not provided to voters before the election.

Leslie Campeggi talked about people who do not reside in the City choosing to comment and provide disinformation; referenced a speaker who claimed this is a proven voting method yet only 50 cities out of 109,000 cities in the U.S. have chosen RCV; felt that Council advocated for a system it thought it was getting at the time; that it was not as complicated, convoluted or with so many different methods that can be chosen to take action on this type of voting. She opined the City is not yet ready for prime time on this issue; suggested taking the time to do a test pilot with different demographics and socioeconomic areas within the City to find out if people can understand the instructions.

Austin Carmichael, District 5, agreed with the previous speaker in terms of the

statistics; expressed concerns that RCV proponents are not addressing implementation; stated he is not a fan, especially as this issue is not yet being articulated clearly.

Clarissa Robinson (via Zoom), District 3, expressed concerns that RCV may create confusion for residents; noted it is a significant change and many voters may not feel comfortable with it right away; suggested implementing a test pilot prior to full implementation to identify any challenges; stated with the City's historically low voter turnout it is crucial that confidence is built in this new process; urged Council to listen to residents and not to over paid advocates during this transition and engage with the community.

There were no other public comments on this item.

Mayor Light noted this was put on the ballot and residents of Redondo Beach voted on it; stated that tonight what Council is wrestling with is implementation and approval of a method of RCV; spoke about the number of people outside of the City and paid consultants demeaning Council for their decision; disagreed that a skipped ranking can be interpreted but not an overvote in certain circumstances; noted it is a logical fallacy and an insult to the integrity and the intellect of Council.

City Attorney Webb offered to work with the City Clerk on language changing the definition for exhausted ballots, overvotes and skipped or undervote rankings to make it clear it is for a given election contest.

Councilmembers Obagi and Behrendt agreed to the suggested addition.

Amended motion by Councilmember Obagi, seconded by Councilmember Behrendt, and approved by voice vote, to go back to what was initially proposed, subject to adding the red line proposed by Councilmember Behrendt, to the initial instruction and add the sentence regarding, "In the event of a skipped ranking, the vote will be given to the next ranked candidate", capitalize each defined term, both where they are defined and where they are used further in the ordinance, and correct the extra space in 2-2.407 and insert, "ballot" after "exhausted" and direct the City Attorney to work with the City Clerk on language changing the definition for exhausted ballots, overvotes and skipped or undervote rankings, to make it clear it is for a given election contest.

The amended motion carried 5-0.

City Clerk Manzano read title to Ordinance No. 3275-24. She added that the ordinance will return to City Council, for second reading and adoption, September 17, 2024, as City Council made substantive changes.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Mayor Light invited public comments.

Niki Negrete-Mitchell, District 3, thanked RBPD for their vacation patrol; opined there should be a limit on the number of topics one public member can speak on during a meeting; spoke about the number of seniors living on the ROW; gave examples on the negative impacts to their health from continuous construction; opined their quality of life is negatively impacted from noise and construction on the ROW; stated the importance of addressing the urgency of this issue in more depth.

Mark Stratton, District 1, voiced his concerns regarding crimes located at Moonstone Park; mentioned recent incidents where eBikes were stolen from the high school and ended up at Moonstone; reported being assured to having vetting and monitoring on site and that it has failed miserably. He requested the City Attorney comment on what is being done to prevent it; suggested registering serial numbers and identifying them accordingly; wondered what the City will do to protect the neighborhood around Moonstone Park.

Holly Osborne, District 5, said Council hastily amended an opposition letter without thinking about the consequences and without notifying the public in advance; asserted that cities have the right to do their own zoning regardless of density; referenced SB 450; discussed density being misleading at times and opposed including density in the SB 450 opposition letter. She urged Council not to make any more last-minute changes.

Andy Porkchop, Torrance, talked about having the freedom to attend public meetings and speak; mentioned Torrance has already reduced the allowed time to speak to one minute; stated that Redondo Beach can send all the homeless to Torrance because the City of Torrance has said they will take care of them and Mr. Porkchop says that is the message he is bringing to Council tonight; claimed people are upset because he speaks at Council meetings.

Saul Williams, via Zoom, felt Council should not let mentally challenged people comment; mentioned Andros Turda is Andy Porkchop's real name; alleged he enjoys committing disorderly conduct and filming children during PE and urged Council to stop encouraging him.

Maxina Franzoni, Inglewood, reported her car was towed and asked for help from RBPD to release her vehicle and explained she has fallen on hard times.

RBPD Chief Hoffman advised her to speak with Sergeant Martin, who was present in the meeting, to provide advice and guidance.

There were no other public comments and Mayor Light closed this portion of the

meeting.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS – None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S ENFORCEMENT OF PARKING RESTRICTIONS DURING STREET SWEEPING HOURS INTRODUCED BY TITLE ONLY ORDINANCE NO. 3277-24 AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 7, SECTION 3-7.1308 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING RESTRICTIONS DURING VARIOUS HOURS FOR STREET SWEEPING, FOR INTRODUCTION AND FIRST READING

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

RBPD Chief Hoffman introduced Captain Martinez from the Special Operations Bureau, representatives of Public Works, various city Staff and Athens Street Sweeping Services in order to present a PowerPoint regarding street sweeping and enforcement of parking restrictions during street sweeping; gave some background on the topic; explained Athens is currently contracted to do the street sweeping; displayed the street sweeping schedule and map; highlighted the RBMC 3-7.1308, which is the code that they will be providing the amendment for consideration tonight; stated the amount of citations they have issued year to date.

Discussion followed regarding spikes in the number of citations in July 2024, consistent citation data year over year, increases in complaints, enforcement challenges and observations from a recent ride-along; spoke about time gaps because the sweeper does not need to stop but the enforcement will need to in order to write the citations; stated that they are as efficient as possible with the technology given; spoke about a pilot program they are hoping to roll out soon; continued with the presentation including details of the proposed ordinance amendment

Councilmember Nehrenheim talked about developing a heat map and having two Enforcement Officers giving out citations.

RBPD Chief Hoffman reported that the City has only so many MSOs and commented that they also double up in animal control; stated the complaints come from specific areas but violations are City-wide.

Discussion followed regarding the status of the two part-time MSO positions funded by

Council.

RBPD Chief Hoffman reported those positions have not been filled yet.

Councilmember Loewenstein spoke about the possibility of part-time MSOs patrolling the pier on weekends and street sweeping during the week.

RBPD Chief Hoffman stated that suggestion will not increase enforcement and may slightly accelerate the time frame when the sweeper and enforcement vehicle pass but will mean added costs to the City; added that existing MSOs handling street sweeping are full-time positions; asserted that the Department is spread thin.

Councilmember Nehrenheim asked about the ability to reverse course and starting at the back end, working forwards.

RBPD stated that would be a question for Public Works or Athens; reported routes are set by Public Works and Athens. The Police Department keeps its commitment to follow the sweeper and issue citations as needed.

Andrea Delap, Administrative Analyst, stated if the route is reversed, the sweeper would be going against traffic.

Public Works Director Winje reported that the routes are set up to be continuous; added that it may be possible to start at the middle and go around but he would need to explore that more; reported receiving many complaints about the street sweepers going too fast.

Councilmember Nehrenheim suggested varying the hours for those at the beginning of the route while maintaining the three-hour window.

Analyst Delap reported that Public Works and Athens have tested the times and that it takes a given amount of time to cover the route; noted the need to give drivers a buffer for contingencies and stated it is difficult to determine the exact time of service. She explained there are two drivers who have to learn a detailed matrix of routes and changing the routes would be challenging.

Discussion followed regarding citing vehicles that are impeding the sweeper and opportunities for improving communication between sweepers and enforcement officers.

Councilmember Nehrenheim asserted that neighborhoods with larger densities will have more issues than single family neighborhoods; stated he looked forward to increased technology.

Councilmember Obagi thanked RBPD for addressing residents' street sweeping concerns; shared Slide 3B showing the results of an informal poll regarding street sweeping in District 4; talked about increased demands for street sweeping enforcement and complaints about the speed of street sweeping vehicles; urged staff to keep up the

good work.

Councilmember Kaluderovic commended RBPD for being responsive to residents' needs.

Mayor Light invited public comments.

David Engle, District 5, talked about the need to identify a problem before taking care of it; addressed the efficiency of street sweepers but noted they get bogged down near apartments.

Peggy Cochran, South Redondo, stated she has always enjoyed the courtesy the City has extended in allowing residents to park after street sweepers have driven by; noted that if she moves her car, it will usually take 8 hours before she can park on her street again; suggested the City consider issuing parking passes for residents of an area; stated there are no spaces for her to park.

Wayne Craig, District 1, talked about following parking signs; felt it is not a hard thing to figure out and that the City seems to be creating a solution for a problem that does not exist; discussed a problem with drainage on his street; suggested the City is creating a new "Ranked Choice Parking" system and wondered if it is worth the time.

Andy Porkchop, Torrance, stated he is here to help; commented on the importance of clean streets; reported that in Torrance street sweepers have radios.

City Clerk Manzano reported receiving one eComment in support of this item.

There were no other public comments on this item.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, and carried by voice vote, to introduce by title only, Ordinance No. 3277-24, as amended in the Blue Folder, and receive and file the report.

Mayor Light thanked Council and RBPD for responding quickly to the public.

The motion carried 5-0.

City Clerk Manzano read title to Ordinance No. 3277-24.

O. CITY MANAGER ITEMS

City Manager Witzansky discussed the paving project at the International Boardwalk and announced the upcoming Strategic Planning Session next Tuesday at 3:00 p.m. in the Main Library meeting room.

Mayor Light moved to Item No. P.3.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND POSSIBLE ACTION REGARDING A CHARTER AMENDMENT PERTAINING TO THE DUTIES OF THE CITY TREASURER AND DIRECTION TO STAFF TO PREPARE A BALLOT MEASURE FOR THE MARCH 4, 2025 ELECTION REFLECTING THE PROPOSED AMENDMENT

City Treasurer Solomon shared a PowerPoint presentation with a recap of the item; reviewed edits to the Charter language and listed Council actions requested.

Councilmember Loewenstein voiced support for the amendment; spoke about qualifications and suggested adding the requirement for a Bachelor's or Master's degree; questioned whether CFA or CFP should be a requirement and felt 4 or more years of experience could substitute for a degree.

Councilmember Nehrenheim agreed with getting the City into compliance with current practices and fixing the Charter; expressed concerns with the requirements suggested by the Charter Review Advisory Committee (CRAC); felt it is up to voters to decide the qualifications, as over time, they may need to solve a specific problem; stated he does not believe the City should be changing or adding any requirements. Additionally, he noted there are no requirements to become a Councilmember; talked about guardrails provided by the State for the investment policies and reiterated it is up to the voters to decide the City Treasurer's qualifications.

Councilmember Kaluderovic agreed with the proposed changes to the Charter amendments; mentioned making the language clearer about the qualifications being one "or" two and stating "Charter Financial Analyst (CFA)", not "Advisor" as the title.

Councilmember Behrendt agreed with Councilmember Nehrenheim in terms of letting the voters decide each candidate's qualifications; noted it is good to have degrees and experience but that, at the end of the day, it comes down to judgement. Additionally, he spoke about the Deputy City Treasurer who has layers of requirements to ensure things are done right; mentioned the City Treasurer may not have the ability to hire and fire that person.

Councilmember Loewenstein commented that an accounting background is one of the requirements for City Clerk but questioned how much accounting that position requires; noted there are several requirements for the Harbor Commission; discussed the need to deal with large investments and felt it is necessary to ensure candidates are people with an accounting background or have experience in governmental accounting and financial markets.

Mayor Light reported City Treasurer Solomon is doing a great job and noted he doesn't have a degree; suggested Council should not pick qualifications that would prohibit the

right people to fill those positions.

Councilmember Behrendt asked City Attorney Webb to comment on the matter and City Attorney Webb talked about the CRAC's discussions and about the City Treasurer providing more of a true check-and-balance and cautioned about removing them. He suggested that Council take some time to get the thoughts of the City Treasurer; talked about concerns with the Moss Adams approach and urged Council to review which words it would like to maintain to ensure that the City Treasurer has the authority to serve as a true check-and-balance. He discussed changing "collection" to "audit" relative to taxes and license fees; noted this is bringing past actions of past Councils in line with the Charter language and explained ways of doing that; addressed including some type of timing in the Charter, noting that future City Treasurers may have difficulty meeting the required timing; felt that if something needs to be done, Council should include it in the Charter.

City Treasurer Solomon pointed out that Council needs to be careful adding services to the City Treasurer's office since the position primarily operates as a part-time role and can hold a job outside of the office; voiced other concerns that the Council should consider before adding additional features to that office; discussed staffing concerns when adding features; addressed the Deputy City Treasurer's job description and responsibilities and reported the City Treasurer is able to appoint additional Deputies but Council controls the purse strings and that is where there could be conflict.

Councilmember Behrendt agreed with changing "review, monitor and examine" to "audit" and establishing a frequency for the audit.

City Treasurer Solomon interjected that establishing a frequency for the audit would be more appropriate for Item (f), because of the taxes and fees being a major revenue source for the City.

Councilmember Obagi questioned whether to prescribe the frequency in the Charter; felt it could be addressed by ordinance or left up to the City Treasurer as he/she is elected; added that if he/she is not doing the job, there could include some accountability.

City Attorney Webb explained it would be difficult to do it by ordinance.

Councilmember Obagi shared Slide 3B; talked about considering disbursements for Item (c); suggested equal auditing power relative to disbursements that are made to the extent Council wants a check over the Finance Department.

City Treasurer Solomon deferred oversight to the City Clerk with regard to warrants that are paid and City Clerk Manzano agreed. City Treasurer Solomon confirmed there is an audit feature (check-and-balance) with regards to disbursements and reported the City Treasurer's Office is involved more in revenues than disbursements.

Discussion followed regarding the City Clerk's and City Treasurer's roles.

City Attorney Webb suggested having the City Treasurer and City Clerk discuss the matter together since the discussion has moved into monitoring and he believes they need to define that in terms of what oversight falls within which office to compare and contrast and determine any changes in language.

In reply to Councilmember Obagi's question, Councilmember Loewenstein agreed to include "or Doctoral" degree to the qualifications, delete the various certification designations and other edits as displayed in Slide 3B.

Discussion followed regarding required qualifications for the City Treasurer's position; determining if having experience in investment policies, governmental accounting and financial markets is necessary; wondered whether City Treasurer Solomon would qualify given those requirements and avoiding leaving things up to interpretation.

City Treasurer Solomon reported it was the recommendation of the CRAC that the two amendments (the redline to the existing Charter amendment and the consideration of adding qualifications) be two separate Charter amendments and will be two separate decisions for the voters; stated that if Council elects to change the redline for the duties there will be some action directed so that those duties are delegated formally to either the Financial Services Department, the City Manager's Office or elsewhere.

City Attorney Webb was unsure to agree; stated the City Manager, as the Chief Executive Officer, would have those responsibilities if they are not otherwise assigned.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to receive and file the report, direct Staff to return in November with a proposed Charter amendment for the duties to the redline 11.1 and a separate discussion to have the qualifications aligned with qualifications for the City Clerk's position.

Councilmember Kaluderovic suggested a friendly amendment to include "no later than November 5th" and Councilmembers Nehrenheim Loewenstein accepted the friendly amendment.

Amended motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to receive and file the report, direct Staff to return, no later than November 5th, with a proposed Charter amendment for the duties to the redline 11.1 and a separate discussion to have the qualifications aligned with qualifications for the City Clerk's position.

Mayor Light invited public comments.

Rolf Strutzenberg mentioned that, as a Charter change, the proposed is massive and opined it guts the authority and the rights of the City Treasurer; noted that the CRAC made it clear that for years the City was in violation of its own Charter; stated he supports that the change needs to happen; asserted this cannot go on the March election; quoted

from Election Code 1415 and stated Council cannot change the rights of this position on a March election. He claimed that Council cannot put this on a March election otherwise it is subjecting the City to legal action.

Andy Porkchop, Torrance, talked about the importance of the City Treasurer; spoke against reducing his duties and about qualifications and the importance of checks and balances.

There were no other public comments on this item.

Councilmember Nehrenheim agreed with Rolf Strutzenberg; noted the need to have this item come back to Council to address and define the qualifications and duties.

The motion carried 5-0, by voice vote.

P.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE DESIGNATION OF THE LA KINGS 5K FUNDRAISING RUN AS A CITY SIGNATURE EVENT AND WHETHER TO PROVIDE A CITY SUBSIDY IN FISCAL YEAR 2024-25

Interim Community Services Director Hause presented details of the Administrative Report.

Councilmember Nehrenheim talked about the decreased number of runs in the City since he has been on Council due to increased costs; discussed trying to get more private security and less Police involvement; discussed The Village Runner events and the Summerfest which had no issues; expressed concerns that this particular event has had issues every year and spoke about Riviera Village business owners being tired of not being heard. He added that he loves community events but wants to ensure that impacts are minimized and the events are held to a high level; asserted that he does not support this being a signature event or giving the Kings a stipend or any kind of free services.

In reply to Mayor Light's questions regarding whether there is a budget for this, City Manager Witzansky reported that it would require a 4/5ths budget modification resolution and would stress the departments that participate.

Councilmember Loewenstein felt the Kings do a phenomenal job in supporting community activities; listed some of their contributions and donations to the community; opined that they should not have a higher subsidy than the Super Bowl 10k, which is \$10,000; mentioned the event is a long-established Redondo tradition; announced he will not be in attendance at the September 17th Council meeting for a 4/5ths vote.

Councilmember Kaluderovic alleged that Councilmember Nehrenheim's issues were with the event itself; suggested they could address each issue one-by-one; noted the Kings have deep roots in the City and that many members live in Redondo Beach; stated they have contributed to many City projects and the community; talked about discussions

with a member about an all-abilities playground; addressed the importance of the relationship and partnership with the City as they have a big reach that benefits Redondo Beach.

Councilmember Loewenstein agreed.

Motion by Councilmember Kaluderovic to recognize the Kings 5K as a signature event with a subsidy of \$7,000 this year.

Councilmember Loewenstein stated he will second the motion, but adding conditions addressing the concerns of Councilmember Nehrenheim.

Discussion followed regarding what the issues are and how to resolve them.

City Manager Witzansky reported that Staff intends to address those conditions as part of the signature event process; noted that Councilmember Nehrenheim provided a complete list of concerns and Staff is tackling them as part of the coordination regardless of Council's decision on this matter.

Mayor Light asked about the criteria for signature events so that Council can be objective for the future; Councilmember Loewenstein stated it is case-by-case and agreed about the importance of maintaining a good relationship.

Councilmember Nehrenheim spoke about emails he receives listing concerns with the event; reported he values the relationship and reiterated the need for setting high standards; listed other worthy events and their subsidies and asserted these are not "issues" but significant problems that keep reoccurring or new problems that occur. Additionally, he spoke about dealing with this issue year-over-year; noted that relationships are two-way streets and discussed the need to ensure that residents and businesses of Riviera Village have a say. He asked that if Council is to approve a subsidy, it waits until after the event to ensure the event space has been cleaned up by 11:00 a.m. and nothing is left behind by 9:00 a.m. the next day.

Mayor Light opined that Councilmember Nehrenheim is asking for a friendly amendment.

Councilmember Nehrenheim felt it should come back to Council to verify that was done.

Councilmember Loewenstein stated he respects the request but wondered about getting a 4/5ths vote in his absence.

Councilmember Nehrenheim responded it would need to be a unanimous vote and affirmed he would request that as a friendly amendment.

City Manager Witzansky reported staff would return with a resolution in October and as long as it is prepared before issuing the invoice, Council could act on it at that time.

Councilmember Kaluderovic asked for clarification of the friendly amendment.

Councilmember Nehrenheim reiterated his request to ensure that the event space has been cleaned up by 11:00 a.m. and nothing is left behind by 9:00 a.m. the next day.

In response to Councilmember Kaluderovic's question, Interim Community Services Director Hause reported their permit calls for the street to be reopened by noon.

Councilmember Nehrenheim talked about prior events and noted that they receive a subsidy even though they did not comply with the permit; agreed to change the request that the event space be cleaned up by noon but that no trace of the event be left behind by 9:00 a.m. the next day.

Councilmember Kaluderovic accepted the amendment as long as it is keeping with what the permit is requiring.

Councilmember Loewenstein did as well.

Amended motion by Councilmember Kaluderovic, seconded by Councilmember Loewenstein, to recognize the Kings 5K as a signature event with a subsidy of \$7,000 this year and ensure that the event space is cleaned up by noon and nothing is left behind by 9:00 a.m. the next day and is in keeping with the requirements of the permit.

Mayor Light invited public comments.

Andy Porkchop, Torrance, talked about the L.A. Kings fundraising event; questioned who they are fundraising for; felt if they have money, the City does not need to subsidize them for this event.

There were no other public comments on this item.

In reply to Councilmember Obagi's question regarding the impact on Riviera Village businesses from the event, Councilmember Nehrenheim reported they usually experience a 20% decrease in revenue due to the L.A. Kings 5K event.

The amended motion carried 5-0, by voice vote.

Mayor Light moved to Item No. P.4 as Item P.3 was heard before P.1 per Approval of the Agenda.

P.3. DISCUSSION AND CONSIDERATION OF MAYOR APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

Mayor Light referenced the list of appointments; talked about the assessment and interview process; thanked Council for its input and asked for Council's consideration of his appointments to the various Boards and Commissions.

Councilmember Nehrenheim noted these were hard decisions to make; commended Mayor Light for his efforts and thanked residents who applied and went through the process.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and carried by voice vote, to approve the Mayor's list of appointed Board Members and Commissioners, as presented.

Councilmember Behrendt expressed disappointment that District 5 was completely excluded from the Harbor Commission; spoke about a lack of geographic and district diversity and refusal to appoint a well-qualified candidate from District 5; noted that Stephen Anderson is a very good candidate and expressed his interest. He asked that Mayor Light reconsider and appoint Stephen Anderson to the Harbor Commission.

Councilmember Obagi shared Slide 3B; commented about the Mayor's list of appointments, specifically in terms of the Harbor Commission; opined the Harbor Commission is becoming a commission of the Mayor's friends and is not representative of the City's diversity; spoke about the need to have a representative of District 5 on the Harbor Commission. Additionally, he noted three of the six current Harbor Commissioners are members of the King Harbor Yacht Club; noted if Lee Caller is appointed that will be four and there will be no quorum when the Commission considers the Yacht Club's lease.

Mayor Light interjected that the Harbor Commission does not approve leases.

Councilmember Obagi continued advocating for representation of District 5 on the Harbor Commission; claimed that Stephen Anderson does care whether he serves on the Harbor or the Public Works Commission; talked about the need for Council to ensure inclusive representation in Board and Commissions. He added that he will not support the motion and asked that Council support inclusion of a District 5 resident on the Harbor Commission and will support Lee Caller for the next Harbor Commission position that opens up.

Councilmember Loewenstein stated he has never met Stephen Anderson and the Harbor is in his district; felt that if a person felt strongly about serving on the Harbor Commission, they would talk to the Councilmember who represents the Harbor; spoke positively about Lee Caller but also understood the desire to have someone represent District 5.

Mayor Light reported that before he became Mayor, six Commissions were not represented by all districts; wanted to everyone to know that he is not attempting to stack the Harbor Commission with his "buddies"; noted he reached out to all Councilmembers and thanked them for their input; stated that three Councilmembers recommended Lee Caller and that he does not appreciate this issue being politicized; stated he put lots of effort in trying to balance the commissions.

Councilmember Kaluderovic commented on the process and agreed this was a hard decision to make.

Councilmember Behrendt commented that he heard tonight that Lee Caller is willing to serve on the Public Works and Sustainability Commission.

Mayor Light noted that Councilmembers get to either accept or not accept the Mayor's appointments but does not get to make appointments.

Substitute motion by Councilmember Behrendt to approve the Mayor's Board and Commission appointments with the exception of the at-large appointment to the Harbor Commission.

Councilmember Obagi spoke favorably on Former Mayor Brand appointing people with diverse backgrounds to commission positions; mentioned he placed people on commissions that had no prior experience on certain subject matters to give the boards different perspectives and views on subject matters; hoped the Mayor would reconsider and appoint Stephen Anderson or anybody else from District 5 to the Harbor Commission.

Mayor Light felt Councilmember Obagi mischaracterized Former Mayor Brand's decision process.

Councilmember Obagi seconded the substitute motion.

Councilmember Nehrenheim spoke about being on Council since 2017; reported he has always supported the Mayor's appointments even if he did not agree with all of them; noted that last year there was not a single member from District 1 on the Historical Commission; asserted that the Mayor's choice is not about fighting for a district, but about seeing the overall scope for the City; opined that Council needs to trust the Mayor's judgement and understand it is not about a district, but where the City needs to go in the future. He commended the Mayor's choices and talked about the importance of the overall vision and understanding how to move things forward.

Mayor Light invited public comments.

Rolf Strutzenberg opined Councilmembers Obagi and Behrendt have a problem with the ordinance itself; stated the Planning Commission requires one member from each district to be on the commission; described how the Harbor Commission's requirement is different and set up as qualification-based; noted the Harbor Commission should be comprised of people that are knowledgeable and qualified to deal with things that happen in the Harbor; suggested that if Council wants changes it should change the ordinance to include it but not the rules, especially this late in the game.

Lee Coller wanted to clarify he lives in a small strip of District 3 in South Redondo, not North Redondo as previously mentioned in the meeting.

Andy Porkchop, Torrance, talked about Council arguing; opined it is not professional; commented people should be appointed based on qualifications and not nepotism or districts in which they live.

Austin Carmichael, District 5, thanked Council for a window into the discussion; stated he is glad his name made the list; noted that much of the discussion tonight has been heated and suggested that everyone consider how to conduct themselves in front of various commissions especially the Youth Commission; opined the need to be good examples for them; reminded Council that these meetings are on video and can be watched over and over; talked about being appointed by two Mayors, one of whom did not know him and one that is sitting in front of him; noted his appreciation for being allowed to serve.

Mark Hansen (via Zoom), King Harbor boater, recommended the appointment of Lee Caller to the Harbor Commission; understood wanting equal representation of all districts and suggested rounding out the district issue in future appointments.

Nancy Skiba (via Zoom), District 4, hoped that choices will be made based on qualifications and desire; believed the Mayor's choices should be honored and respected.

Leslie Campeggi, Redondo Beach, pointed out that Lee Caller is in attendance and the other person in question is not.

There were no other public comments on this item.

Councilmember Kaluderovic asked the City Attorney whether there is a conflict appointing members of the King Harbor Yacht Club; City Attorney Webb noted he is hesitant in responding but stated he has not had to address the matter in 20 years; confirmed that the Harbor Commission advises but does not act on leases.

Councilmember Behrendt stated that Stephen Anderson is passionate about the Harbor and Waterfront; spoke about his qualifications and agreed with leaving it up to Council.

Councilmember Obagi shared slide 3B regarding Stephen Anderson's application and the Mayor's comments regarding Matt Kilroy's position being open in October; reported Matt Kilroy vacated his seat but his position should have been vacated after 60 days of missing meetings.

The substitute motion failed 2-3, by voice vote. Councilmembers Kaluderovic, Loewenstein and Nehrenheim were opposed.

The original motion carried 3-2, by voice vote. Councilmembers Behrendt and Obagi were opposed.

Mayor Light returned to Item No. P.1.

P.4. DISCUSSION AND POSSIBLE ACTION REGARDING YOUTH APPOINTMENTS TO THE 2024-25 YOUTH COMMISSION

City Manager Witzansky reported that Community Services interviewed and vetted twelve candidates.

Mayor Light thanked Councilmember Kaluderovic and Staff for working on this item; agreed with the selections; supported the recommendations as written and asked for Council's approval.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, and approved by voice vote, the recommended appointments to the 2024-2025 Youth Commission, as written.

There was no public comment on this item.

The motion carried 5-0, by voice vote.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Motion by Councilmember Nehrenheim to, prior to January 31, 2025 or when ballots go out, for the City of Redondo to have a full-blown test to implement RCV and place a Council discussion on the agenda to review the results of the test.

Councilmember Obagi asked what would happen if the test fails.

Councilmember Nehrenheim stated Council would need to set up guard rails and understand the results.

The motion died for lack of a second.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to agendize a discussion on commission attendance requirements.

Councilmember Nehrenheim suggested a friendly amendment to include a discussion on improving communications to commission members, Staff and Council.

Mayor Light voiced his support.

Councilmember Kaluderovic noted that is already included in the plan.

The motion carried 5-0, by voice vote.

Councilmember Obagi noted the upcoming Strategic Plan Council meeting.

Mayor Light commented on his selections to Commissions noting the number of members who were appointed from each district and stated he tried to be fair.

R. RECESS TO CLOSED SESSION – None

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION – None

The Closed Session meeting was cancelled.

T. ADJOURNMENT – 11:45 p.m.

There being no further business to come before the City Council, motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, to adjourn the meeting at 11:45 p.m. to a Regular meeting to be held at 3:00 p.m. (Strategic Planning Session) on Tuesday, September 10, 2024 in the Redondo Beach Main Library Meeting Room (2nd Floor), 303 N. Pacific Coast Hwy. Redondo Beach, California.

Motion carried, 5-0.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Administrative Report

H.4., File # 24-1999

Meeting Date: 1/7/2025

To: MAYOR AND CITY COUNCIL
From: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS

CHECKS 30057-30069 IN THE AMOUNT OF \$11,782.77, PD. 12/20/24
DIRECT DEPOSIT 288321-288948 IN THE AMOUNT OF \$2,624,356.74, PD. 12/20/24
EFT/ACH \$8,458.82, PD. 12/6/24 (PP2425)
EFT/ACH \$450,029.68, PD. 12/30/24 (PP2425)

ACCOUNTS PAYABLE DEMANDS

CHECKS 117507-117605 IN THE AMOUNT OF \$958,372.25
EFT CALPERS MEDICAL INSURANCE \$504,987.17
DIRECT DEPOSIT 100008999-100009087 IN THE AMOUNT OF \$106,790.46, PD.1/2/25

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 01072025_RECOMMENDATION_TO_APPROVE
- 01072025_VENDOR_INVOICE_LIST

**RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING JANUARY 7, 2025**

a. Payroll Demands

- **Checks 30057-30069, \$11,782.77, Pd.12/20/24**
- **Direct Deposit 288321-288948, \$2,624,356.74, Pd.12/20/24**
- **EFT/ACH \$8,458.82, Pd. 12/6/24 (PP2425)**
- **EFT/ACH \$450,029.68, Pd. 12/30/24 (PP2425)**

b. Accounts Payable Demands

- **Checks 117507-117605, \$958,372.25**
- **EFT CalPERS Medical Insurance \$504,987.17**
- **Direct Deposit 100008999-100009087, \$106,790.46, Pd. 1/2/25**

Note: The total shown in the Vendor Invoice List (Attachment 2), \$960,049.19, includes Checks 551-552 for \$1,676.94, which are proposed for approval in Agenda Item F.1. Regular Meeting of the Community Financing Authority.

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	STS	INVOICE DESCRIPTION	
69 ADAMSON POLICE PRODUCTS											
INV426022	6724	12/11/2024	10315519	01072025	117507	18,669.76	01/11/2025	INV	PD	PURCHASE OF 40 GAS MASKS	
14038 ADVANCE AUTO PARTS											
8966434447440		12/09/2024	10315506	01072025	117508	55.25	01/09/2025	INV	PD	UNIT 353-09 FUEL INJECTOR	
8966434515427		12/10/2024	10315505	01072025	117508	59.43	01/10/2025	INV	PD	UNIT 353-09 SPARK PLUG, I	
						114.68					
11750 ALLIED UNIVERSAL SECURITY SERVICES											
138631		12/18/2024	10315682	01072025	117509	1,580.03	12/18/2024	INV	PD	USHER SERVICES FOR ALMA D	
138632		12/18/2024	10315683	01072025	117509	1,499.92	12/18/2024	INV	PD	USHER SERVICES FOR JAPAN	
140166		12/11/2024	10315684	01072025	117509	20,970.86	12/18/2024	INV	PD	USHER SERVICES FOR DADA 1	
140168		12/18/2024	10315685	01072025	117509	2,685.93	12/18/2024	INV	PD	USHERS SERVICES FOR REACH	
						26,736.74					
12924 AMERICAN GUARD SERVICES INC											
INV143505	6606	12/16/2024	10315617	01072025	117510	15,987.21	12/16/2024	INV	PD	Nov 2024 RBTC Security Se	
168 AMERICAN SAILING ASSN											
2025-13		12/12/2024	10315572	01072025	117511	300.00	12/12/2024	INV	PD	SAILING 2025-13 ASA AFFIL	
176 AMERICAN TEXTILE MAINTENANCE COMPANY											
21138784		12/06/2024	10315489	01072025	117512	527.52	12/12/2024	INV	PD	Inmate Linen	
21140717		12/10/2024	10315490	01072025	117512	474.52	12/12/2024	INV	PD	Inmate Linen	
						1,002.04					
197 ANIMAL CARE EQUIPMENT & SERVICES											
129131		10/09/2024	10315532	01072025	117513	158.59	12/12/2024	INV	PD	AC- FOLDING NET/POLE	
213 AQUA-FLO											
SI2446573		12/12/2024	10315605	01072025	117514	97.03	12/29/2024	INV	PD	PARKS IRRIGATION SUPPLIES	
14814 ARCHER, HANH											
12122024 - HA		12/16/2024	10315614	01072025	117515	1,800.00	12/16/2024	INV	PD	CANDIDATE STATEMENT REFUN	
2825 AT&T											
33934370302144120124		12/01/2024	10315609	01072025	117516	48.22	01/01/2025	INV	PD	MONTHLY CHARGES 339 343-7	
8029 ATHENS SERVICES											
18302178	6601	12/01/2024	10315514	01072025	117517	9,296.67	12/16/2024	INV	PD	PIER COMPACTOR ROLL-OFF S	
18302212	6601	12/01/2024	10315515	01072025	117517	1,304.12	12/16/2024	INV	PD	PIER COMPACTOR ROLL-OFF S	

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6328 BAYSIDE MEDICAL CENTER						10,600.79				
00177762		12/10/2024	10315525	01072025	117518	2,035.00	12/12/2024	INV	PD	11/2024 Inmate Medical C1
384 BILL'S SOUND SYSTEMS, INC.										
44834		10/01/2024	10315593	01072025	117519	240.00	10/10/2024	INV	PD	ALTA VISTA COMM.CTR. QUAR
44835		10/01/2024	10315601	01072025	117519	180.00	10/10/2024	INV	PD	ANDERSON PK SR. CTR. QUAR
44836		10/01/2024	10315592	01072025	117519	180.00	10/10/2024	INV	PD	CITY HALL DURESS ALARM-QU
44837		10/01/2024	10315591	01072025	117519	180.00	10/10/2024	INV	PD	DOMINGUEZ PARK BLBG QUART
44838		10/01/2024	10315597	01072025	117519	180.00	10/10/2024	INV	PD	FS3 QUARTERLY ALARM OCT-D
44839		10/01/2024	10315589	01072025	117519	180.00	10/10/2024	INV	PD	HISTORIC MUSEUM QUARTERLY
44840		10/01/2024	10315590	01072025	117519	180.00	10/10/2024	INV	PD	CITY HALL-I.T DEPT. QUART
44841		10/01/2024	10315587	01072025	117519	180.00	10/10/2024	INV	PD	MAIN LIBRARY QUARTERLY ALA
44842		10/01/2024	10315577	01072025	117519	360.00	10/10/2024	INV	PD	544 N. GERTRUDA QUARTERLY
44843		10/01/2024	10315588	01072025	117519	180.00	10/10/2024	INV	PD	MORRELL HOUSE QUARTERLY A
44844		10/01/2024	10315586	01072025	117519	180.00	10/10/2024	INV	PD	N BRANCH LIBRARY QUARTERL
44845		10/01/2024	10315596	01072025	117519	180.00	10/10/2024	INV	PD	230 PORTOFINO WAY QUARTER
44846		10/01/2024	10315585	01072025	117519	180.00	10/10/2024	INV	PD	RBPAC QUARTERLY ALARM OCT
44847		10/01/2024	10315600	01072025	117519	180.00	10/10/2024	INV	PD	PERRY PK SR. CTR QUARTERL
44848		10/01/2024	10315584	01072025	117519	213.00	10/10/2024	INV	PD	PERRY PARK TEEN CTR. QUAR
44849		10/01/2024	10315582	01072025	117519	180.00	10/10/2024	INV	PD	PD EVIDENCE WAREHOUSE-QUAR
44850		10/01/2024	10315595	01072025	117519	180.00	10/10/2024	INV	PD	PD PIER SUBSTATION QUARTE
44851		10/01/2024	10315578	01072025	117519	180.00	10/10/2024	INV	PD	PW BLDG 531 N.GERTRUDA QU
44852		10/01/2024	10315580	01072025	117519	180.00	10/10/2024	INV	PD	PW WAREHOUSE QUARTERLY AL
44853		10/01/2024	10315598	01072025	117519	135.00	10/10/2024	INV	PD	REC. COMM. SVS OFFICE QUA
44854		10/01/2024	10315604	01072025	117519	135.00	10/10/2024	INV	PD	SEASIDE LAGOON QUARTERLY
44855		10/01/2024	10315603	01072025	117519	240.00	10/10/2024	INV	PD	TRANSIT CENTER QUARTERLY
44856		10/01/2024	10315594	01072025	117519	180.00	10/10/2024	INV	PD	1513 BERYL PARKS-RANGE QU
44857		10/01/2024	10315599	01072025	117519	180.00	10/10/2024	INV	PD	VETS PARK SR. CENTER QUAR
						4,563.00				
12925 BKF ENGINEERS										
24120836	6285	12/05/2024	10315529	01072025	117520	1,087.00	12/12/2024	INV	PD	FIRST AMENDMENT - KINGSDA
3121 BLUE DIAMOND										
3955185		12/10/2024	10315510	01072025	117521	3,186.66	01/10/2025	INV	PD	AC 3/8 FINE PG - STREETS
577 CALIFORNIA WATER SERVICE										
4829034224-120224		12/02/2024	10315558	01072025	117522	202.88	12/23/2024	INV	PD	PORTOFINO WAY 10/9-12/31/
6428284669-110224		12/02/2024	10315522	01072025	117522	20,536.84	12/23/2024	INV	PD	TORRANCE/CATALINA/MB BLVD
9779295077-120224		12/02/2024	10315523	01072025	117522	26,558.61	12/23/2024	INV	PD	TORRANCE BL/HARBOR DR/ARM
						47,298.33				
12923 CAM PROPERTY SERVICES										
106485	6628	12/16/2024	10315619	01072025	117523	275.00	12/16/2024	INV	PD	Graffiti removal 11.4.24
106495	6628	12/16/2024	10315620	01072025	117523	940.68	12/16/2024	INV	PD	Supplies: 36324!2012 AUTO
106499	6628	12/16/2024	10315618	01072025	117523	420.00	12/16/2024	INV	PD	womens restroom 11.22.24

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12246 CANINE DEPLOYMENT STRATEGIES						1,635.68				
222	6558	12/13/2024	10315606	01072025	117524	2,133.32	01/12/2025	INV	PD	12/2024 K9 TRAINING
8810 CANON SOLUTIONS AMERICA, INC.										
6010104220	6479	11/30/2024	10315539	01072025	117525	207.40	12/12/2024	INV	PD	CANON PRINTERS AND COPIER
6010104221	6479	11/30/2024	10315538	01072025	117525	386.09	12/12/2024	INV	PD	CANON PRINTERS AND COPIER
6010104222	6479	11/30/2024	10315537	01072025	117525	847.23	12/12/2024	INV	PD	CANON PRINTERS AND COPIER
6010104223	6479	11/30/2024	10315536	01072025	117525	179.84	12/12/2024	INV	PD	CANON PRINTERS AND COPIER
6010104224	6479	11/30/2024	10315535	01072025	117525	518.74	12/12/2024	INV	PD	CANON PRINTERS AND COPIER
						2,139.30				
14512 CAPFEE INC										
E2024-2310		12/11/2024	10315483	01072025	117526	1,500.00	12/12/2024	INV	PD	REFUND PERMIT E2024-2310
14466 CENTURY MOONSTONE LLC										
9FE4A1BF0		12/17/2024	10315679	01072025	117527	500.00	12/17/2024	INV	PD	PBV DEPOSIT ASSISTANCE -
661 CHARLES E. THOMAS CO.										
114662		12/06/2024	10315564	01072025	117528	700.00	01/06/2025	INV	PD	YEARLY TEST UNLEADED TANK
13000 CHARTER COMMUNICATIONS										
187587301112124		11/21/2024	10315494	01072025	117529	148.15	12/11/2024	INV	PD	MONTHLY CHARGES 187587301
237747601120124		12/01/2024	10315552	01072025	117529	395.54	12/12/2024	INV	PD	MONTHLY CHARGES 237747601
						543.69				
3793 CITY OF REDONDO BEACH										
11/24.CFA		12/17/2024	10315647	01072025	551	1,005.92	12/17/2024	INV	PD	11/24 REIMBURSEMENT -WATE
581794		12/17/2024	10315648	01072025	552	671.02	12/17/2024	INV	PD	SEWER USER FEE JUL-SEP 20
						1,676.94				
705 CITY OF REDONDO BEACH										
121224		12/12/2024	10315579	01072025	117530	1,999.90	12/16/2024	INV	PD	8/24-10/24 Petty Cash - M
709 CITY OF TORRANCE										
00020000015775-1124		11/25/2024	10315567	01072025	117531	57.36	12/26/2024	INV	PD	18140 HAWTHORNE BLVD. 9/1
00020000015794-1124		11/25/2024	10315566	01072025	117531	939.71	12/26/2024	INV	PD	17560 HAWTHORNE BLVD. 9/1
						997.07				
8889 COMMLINE, INC.										
0030851		12/05/2024	10315477	01072025	117532	1,180.00	01/11/2025	INV	PD	DISPATCH PUSH TO TALK DEV
0478032IN		12/09/2024	10315671	01072025	117532	665.00	12/16/2024	INV	PD	RADIO REPAIR

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
817 COOPERATIVE PERSONNEL SERVICES						1,845.00				
TR-INV005242		11/07/2024	10315629	01072025	117533	874.50	12/16/2024	INV	PD	EXAMS OFFICE SPECIALIST I
TR-RTN004114		11/30/2024	10315636	01072025	117533	-105.00	11/30/2024	CRM	PD	CREDIT MEMO FOR ENTRY LEV
TR-RTN004121		11/30/2024	10315637	01072025	117533	-35.00	11/30/2024	CRM	PD	CREDIT MEMO CLERICAL EXAM
						734.50				
919 DANIELS TIRE SERVICE										
200524272		12/03/2024	10315503	01072025	117534	623.27	01/10/2025	INV	PD	STOCK TIRES
200524299		12/03/2024	10315504	01072025	117534	593.92	01/10/2025	INV	PD	STOCK TIRES
200524612		12/05/2024	10315501	01072025	117534	296.96	01/10/2025	INV	PD	STOCK TIRES
						1,514.15				
956 DELTA DENTAL										
BE006329840		12/01/2024	10315627	01072025	117535	29,995.12	12/16/2024	INV	PD	DELTA DENTAL PPO ACTIVE,
9132 DELTA DENTAL INSURANCE COMPANY										
BE006329095		12/01/2024	10315625	01072025	117536	1,568.38	12/16/2024	INV	PD	DELTA DENTAL HMO ACTIVE D
BE006329117		12/01/2024	10315626	01072025	117537	39.19	12/16/2024	INV	PD	DELTA DENTAL HMO RETIREES
						1,607.57				
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0005893204		12/09/2024	10315575	01072025	117538	330.32	12/19/2024	INV	PD	SANI UNI 200 PORTOFINO WA
11965 DOGGIE WALK BAGS, INC.										
0116020-IN		12/11/2024	10315517	01072025	117539	881.47	01/10/2025	INV	PD	AUTO ORDER-PARKS DOGGIE B
7778 DUDEK										
202410419		12/09/2024	10315512	01072025	117540	548.75	01/08/2025	INV	PD	DTSC & CERS SUBMITTAL CON
5852 DUMKE, ANNE										
12112024-ANNE		12/11/2024	10315544	01072025	117541	240.00	12/12/2024	INV	PD	DECEMBER HEARINGS 2024
1055 EASY READER										
ER24101012		10/10/2024	10315559	01072025	117542	1,421.00	12/12/2024	INV	PD	HHW-SHRED EVENT ADVERTISE
ER24111423		11/14/2024	10315560	01072025	117542	385.00	12/12/2024	INV	PD	USED OIL RECYCLING AD - E
RD24-082	6519	11/28/2024	10315521	01072025	117542	189.00	12/16/2024	INV	PD	LEGAL ADS PUBLISHING
RD24-083	6519	12/05/2024	10315551	01072025	117542	195.75	12/16/2024	INV	PD	LEGAL ADS PUBLISHING
RD24-084	6519	12/05/2024	10315553	01072025	117542	207.00	12/16/2024	INV	PD	LEGAL ADS PUBLISHING
RD24-085	6519	12/05/2024	10315554	01072025	117542	195.75	12/16/2024	INV	PD	LEGAL ADS PUBLISHING
RD24-086	6519	12/05/2024	10315555	01072025	117542	207.00	12/16/2024	INV	PD	LEGAL ADS PUBLISHING
RD24-087	6519	12/05/2024	10315556	01072025	117542	114.75	12/16/2024	INV	PD	LEGAL ADS PUBLISHING
						2,915.25				
9122 ELDER, DANIEL										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12122024 - DE		12/16/2024	10315611	01072025	117543	2,300.00	12/16/2024	INV	PD	CANDIDATE STATEMENT REFUN
13940	ELVIS SHOW SO CAL									
8232024		12/18/2024	10315686	01072025	117544	616.57	12/18/2024	INV	PD	PARTIAL REFUND - ELVIS SH
1099	EMPLOYMENT DEVELOPMENT DEPT									
L1624339152		11/22/2024	10315623	01072025	117545	8,351.53	12/16/2024	INV	PD	UNEMPLOYMENT 7/01/2024-9/
1176	FEDERAL EXPRESS CORPORATION									
8-696-78490		11/29/2024	10315487	01072025	117546	10.45	01/13/2025	INV	PD	OVERNIGHT SERVICE M. STAR
14733	FLUE STEAM INC									
788468		11/25/2024	10315369	01072025	117547	4,425.00	12/16/2024	INV	PD	IB VENTS PAYMENT
1289	GALLS INCORPORATED									
029843777		12/06/2024	10315673	01072025	117548	297.32	12/16/2024	INV	PD	UNIFORMS SCHEIDEMAN
029843867		12/06/2024	10315674	01072025	117548	119.45	12/16/2024	INV	PD	UNIFORMS - MAHONEY
029919142		12/13/2024	10315672	01072025	117548	127.66	12/16/2024	INV	PD	UNIFORMS DAILEY
						544.43				
1300	GAS COMPANY, THE									
06964443334-120524		12/05/2024	10315571	01072025	117549	6,936.07	12/27/2024	INV	PD	MULTIPLE ADDRESSES-10/29-
14622	GATORWRAPS INC									
38172		12/10/2024	10315476	01072025	117550	475.00	12/11/2024	INV	PD	TRAFFIC VEHICLE WRAP
12654	GHAI, SANJEEV									
E2021-550A		12/11/2024	10315482	01072025	117551	1,207.00	12/12/2024	INV	PD	REFUND PERMIT E2021-550A
1500	HOFFMAN, JOSEPH									
12052024		12/11/2024	10315470	01072025	117552	74.00	12/11/2024	INV	PD	PER DIEM LACPCA HUNTINGTO
12052024JH		12/11/2024	10315474	01072025	117552	715.13	12/11/2024	INV	PD	PER DIEM AND AIRLINE FARE
						789.13				
1623	INTOXIMETERS, INC.									
775409		12/09/2024	10315478	01072025	117553	1,738.46	01/09/2025	INV	PD	PAS DEVICES FOR TRAFFIC U
775596		12/11/2024	10315518	01072025	117553	2,570.17	12/11/2024	INV	PD	PAS DEVICES FOR TRAFFIC U
						4,308.63				
11868	JOHNSON CONTROLS FIRE PROTECTION LP									
24467865		12/18/2024	10315687	01072025	117554	892.41	12/18/2024	INV	PD	FIRE ALARM MONITORING JAN
1695	JUST REWARDS									

CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
2412.026		12/16/2024	10315644	01072025	117555	189.50	12/16/2024	INV	PD	Angeles gift cards ridesh	
1749 KING HARBOR MARINE CENTER											
17410	6725	12/06/2024	10315496	01072025	117556	2,523.65	01/06/2025	INV	PD	UPFITTING MATERIAL AND SE	
17420		12/09/2024	10315491	01072025	117556	131.79	01/09/2025	INV	PD	FD UNIT 801 HARDWARE	
317094		12/06/2024	10315495	01072025	117556	709.46	01/06/2025	INV	PD	FD UNIT 801 VALVE COVERS	
39137	6725	12/06/2024	10315497	01072025	117556	3,060.00	01/06/2025	INV	PD	UPFITTING MATERIAL AND SE	
39138	6725	12/09/2024	10315498	01072025	117556	3,240.00	01/09/2025	INV	PD	UPFITTING MATERIAL AND SE	
39139	6725	12/08/2024	10315499	01072025	117556	4,200.00	01/08/2025	INV	PD	UPFITTING MATERIAL AND SE	
58739		12/08/2024	10315492	01072025	117556	999.59	01/08/2025	INV	PD	FD UNIT 801 THROTTLE BODY	
70471		12/06/2024	10315493	01072025	117556	936.14	01/06/2025	INV	PD	FD UNIT 801 HOSE, CLAMPS,	
						15,800.63					
14134 KIS											
82461	6334	12/12/2024	10315557	01072025	117557	1,871.83	12/12/2024	INV	PD	ON CALL SERVICES REMOTE P	
1718 KOA CORPORATION											
KAJC26050-26	6583	12/05/2024	10315507	01072025	117558	1,100.00	12/12/2024	INV	PD	TORRANCE BLVD PROJECT PO	
5855 KOSMONT COMPANIES											
2208.12-020	6586	11/30/2024	10315367	01072025	117559	2,337.40	12/16/2024	INV	PD	KOSMONT REAL ESTATE SERVI	
1807 L.N. CURTIS & SONS, INC.											
INV890704		11/27/2024	10315670	01072025	117560	1,626.13	12/16/2024	INV	PD	SEAGRAVE 2 TOOLS	
12975 LAW OFFICE OF TODD SIMONSON PC											
400		10/31/2024	10315545	01072025	117561	18,992.33	10/31/2024	INV	PD	10/2024 LEGAL SERVICES PO	
1887 LIFE ASSIST, INC.											
1535251		12/09/2024	10315669	01072025	117562	3,046.10	12/16/2024	INV	PD	MEDICAL/PM AID SUPPLIES	
12775 LINDE GAS & EQUIPMENT INC											
46816708		12/07/2024	10315667	01072025	117563	635.35	12/16/2024	INV	PD	PM SUPPLIES - OXYGEN	
14511 LOFTY GOALS											
007	6540	11/14/2024	10315486	01072025	117564	1,250.00	12/11/2024	INV	PD	12/2024 WELLNESS FITNESS	
14518 LOVEJOY FOUNDATION INC											
01012025	6532	12/12/2024	10315530	01072025	117565	1,250.00	12/12/2024	INV	PD	01/2025 ANIMAL SHELTERING	
10274 MACKAY METERS, INC.											
1068510	6523	11/30/2024	10315540	01072025	117566	134.00	12/12/2024	INV	PD	11/2024 TRANSACTION FEES	
1068511	6523	11/30/2024	10315541	01072025	117566	5,334.00	12/12/2024	INV	PD	11/2024 TRANSACTION FEES	

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						5,468.00					
4387 MARTIN CHEVROLET											
29604CVW		12/06/2024	10315561	01072025	117567	189.20	01/06/2025	INV	PD	UNIT 637 DOOR LATCH LOCK	
14808 MATAR, MARLA											
MM120524		12/05/2024	10315373	01072025	117568	16.00	12/16/2024	INV	PD	PARKING PAYMENT REFUND	
2068 MATTUCCI PLUMBING											
217156		12/16/2024	10315645	01072025	117569	4,800.00	12/16/2024	INV	PD	Mattucci drain repair 12/	
6080 MOFFATT & NICHOL											
00794454	3712	12/04/2024	10315481	01072025	117570	910.00	12/12/2024	INV	PD	Municipal&SportFishingTim	
10737 MULTI W SYSTEMS, INC.											
32431445		12/09/2024	10315508	01072025	117571	4,102.23	01/08/2025	INV	PD	DUCTILE SWING CHECK VALVE	
12507 NEMETH, RACHEL SILVERMAN											
12122024 - RSN		12/16/2024	10315612	01072025	117572	2,300.00	12/16/2024	INV	PD	CANDIDATE STATEMENT REFUN	
13029 ODP BUSINESS SOLUTIONS, LLC											
389797805002		10/30/2024	10315390	01072025	117573	30.93	11/29/2024	INV	PD	DB GENERAL OFFICE SUPPLIE	
393611482001		11/01/2024	10315393	01072025	117573	69.84	12/06/2024	INV	PD	DB GENERAL OFFICE SUPPLIE	
393614976001		11/01/2024	10315396	01072025	117573	325.14	12/06/2024	INV	PD	DB GENERAL OFFICE SUPPLIE	
393796604001		10/30/2024	10315392	01072025	117573	351.60	11/29/2024	INV	PD	DB GENERAL OFFICE SUPPLIE	
394788853001		11/15/2024	10315406	01072025	117573	43.78	12/20/2024	INV	PD	DB GENERAL OFFICE SUPPLIE	
394789798001		11/15/2024	10315401	01072025	117573	43.05	12/20/2024	INV	PD	DB GENERAL OFFICE SUPPLIE	
394789799001		11/14/2024	10315399	01072025	117573	46.79	12/20/2024	INV	PD	DB GENERAL OFFICE SUPPLIE	
394789801001		11/15/2024	10315404	01072025	117573	18.60	12/20/2024	INV	PD	DB GENERAL OOFFICE SUPPLI	
395886066001		11/20/2024	10315583	01072025	117573	75.48	12/16/2024	INV	PD	11/24 Office Supplies	
397426851001		11/25/2024	10315549	01072025	117573	71.95	12/27/2024	INV	PD	OFFICE SUPPLIES RECORDS	
397428517001		11/20/2024	10315547	01072025	117573	365.05	12/20/2024	INV	PD	OFFICE SUPPLIES RECORDS	
398100328001		11/26/2024	10315531	01072025	117573	135.08	12/16/2024	INV	PD	OFFICE SUPPLIES	
398100905001		11/26/2024	10315527	01072025	117573	29.34	12/16/2024	INV	PD	OFFICE SUPPLIES	
						1,606.63					
10183 ON THE WING FALCONRY											
781091	6626	12/09/2024	10315362	01072025	117574	12,360.00	12/16/2024	INV	PD	PEST BIRD ABATEMENT SERVI	
5485 PORTOFINO HOTEL & YACHT CLUB											
12092024		12/09/2024	10315666	01072025	117575	1,307.86	12/16/2024	INV	PD	FUEL 801	
9614 PROVIDENCE HEALTH & SERVICES											
12/5/24		12/05/2024	10315634	01072025	117576	135.00	12/16/2024	INV	PD	DMV PHYSICAL MENDEZ, JUAN	

CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
10446 PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.											
900204		12/02/2024	10315472	01072025	117577	707.00	12/11/2024	INV	PD	60 MINS POST TRAUMA COUNS	
11539 REDONDO BEACH TRAVEL AND TOURISM											
10/24DISB		12/17/2024	10315678	01072025	117578	58,936.07	12/17/2024	INV	PD	10/24 RBTMD DISB	
9637 REGIONAL TAP CENTER											
6024035		12/16/2024	10315622	01072025	117579	222.00	12/16/2024	INV	PD	TAP City Hall Nov 2024	
6024072		12/16/2024	10315621	01072025	117579	14.40	12/16/2024	INV	PD	SV TAP SFS Nov 2024	
						236.40					
2685 RICHARDS, WATSON & GERSHON											
250480A		11/25/2024	10315581	01072025	117580	7,522.50	12/16/2024	INV	PD	10/24 Muni Code / City Ch	
250792		12/05/2024	10315475	01072025	117580	21,606.00	12/12/2024	INV	PD	OCT 2024 R6900-1055 EMINE	
						29,128.50					
14102 ROBERT HALF											
64417625	6284	12/12/2024	10315639	01072025	117581	2,574.00	12/12/2024	INV	PD	TEMPORARY STAFFING FOR FI	
14800 SAFETYCENTRIC INC											
INV2443	6731	11/25/2024	10315533	01072025	117582	1,650.00	12/12/2024	INV	PD	SAFETY CENTRIC CONTRACTOR	
3630 SAN DIEGO POLICE EQUIPMENT CO.											
663659	6743	11/21/2024	10315546	01072025	117583	5,655.35	12/14/2024	INV	PD	SWAT Equipment	
4861 SECTRAN SECURITY, INC.											
24121574		12/09/2024	10315615	01072025	117584	561.60	12/16/2024	INV	PD	415 DIAMOND ST - DECEMBER	
11774 SHAFER, MARIA											
2024-089 RBPC		11/21/2024	10315524	01072025	117585	450.00	12/16/2024	INV	PD	MEETING MINUTES FOR PLANN	
2024-093 RBCC		12/10/2024	10315526	01072025	117585	675.00	12/16/2024	INV	PD	MEETING MINUTES FOR CC 11	
						1,125.00					
14815 SHAPESHIFT PILATES											
204979-25		12/09/2024	10315646	01072025	117586	103.00	12/16/2024	INV	PD	BUSINESS LICENSE REFUND	
2999 SOUTH BAY SHELL											
SHELLCARWASH 11/24		12/11/2024	10315500	01072025	117587	540.00	01/11/2025	INV	PD	11/24 CITY VEHICLE CAR WA	
3016 SOUTHERN CALIFORNIA EDISON											
700776225568-112624		11/26/2024	10315570	01072025	117588	366.19	12/16/2024	INV	PD	715 JULIA 10/23/24-11/21/	
3057 SPRENGEL, STEVE											

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12052024SS		12/11/2024	10315471	01072025	117589	379.20	12/11/2024	INV	PD	PER DIEM IACP BOSTON 4903 STATE WATER BOARD ACCOUNTING OFFICE
WD-0280361		12/04/2024	10315480	01072025	117590	21,150.00	12/12/2024	INV	PD	WASTE DISCHARGE REQUIREME 3088 STATE WATER RESOURCES CONTROL BOARD
WD-0280763		12/04/2024	10315520	01072025	117591	20,907.00	12/12/2024	INV	PD	ANNUAL PERMIT FEE 7/1/24 11492 STRATEGIC HR SERVICES, INC.
2636658		04/17/2024	10315635	01072025	117592	8,498.04	12/16/2024	INV	PD	70 BUILDINGS INSPECTED 20 11144 STRICKFADEN, DIANE
NOV 12-15 CALPELRA		11/18/2024	10315628	01072025	117593	610.82	12/16/2024	INV	PD	TRAVEL EXPENSE REPORT FOR 11787 THOMAS, JOSEPH G.
11/2024		12/12/2024	10315568	01072025	117594	743.40	12/12/2024	INV	PD	11/2024 SENIOR BRIDGE VET 7130 TORRANCE AUTO REPAIR
0188001		12/05/2024	10315563	01072025	117595	423.90	01/05/2025	INV	PD	UNIT 242 FRONT WHEEL ALIG
0188028		12/06/2024	10315562	01072025	117595	119.95	01/06/2025	INV	PD	UNIT 673 FRONT WHEEL ALIG
						543.85				
516-11-2024	6575	12/16/2024	10315624	01072025	117596	273,304.52	12/16/2024	INV	PD	Nov 2024 TC 102 109 WAVE 9342 TRANSUNION RISK AND ALTERNATIVE
213833-202411-1		12/01/2024	10315407	01072025	117597	107.00	12/01/2024	INV	PD	DEPT TLO MONTHLY ACCESS C 5885 U.S. BANK CORPORATE PAYMENT SYSTEM
008811222024		11/22/2024	10315328	01072025	117598	1,743.69	12/22/2024	INV	PD	CAL CARD NOV 2024 - SAXWE
027011222024		11/22/2024	10315379	01072025	117598	125.00	12/11/2024	INV	PD	PORTOLESE CALCARD 11/22/2
030411222024		11/22/2024	10315346	01072025	117598	4,544.88	12/22/2024	INV	PD	CAL CARD NOV 2024 - JUSTI
0404 11-22-24		11/22/2024	10315640	01072025	117598	134.06	12/11/2024	INV	PD	C. NAVARRO NOV CAL CARD 2
046211222024		11/22/2024	10315462	01072025	117598	1,081.25	12/11/2024	INV	PD	ANDERSON CALCARD 11/22/20
064311222024		11/22/2024	10315426	01072025	117598	1,076.27	12/11/2024	INV	PD	HARRISON CALCARD 11/22/20
067311222024		11/22/2024	10315460	01072025	117598	3,896.31	12/11/2024	INV	PD	HAVRILCHAK CALCARD 11/22/
080911222024		11/22/2024	10315383	01072025	117598	757.41	12/11/2024	INV	PD	AHUMADA CALCARD 11/22/202
082611222024		11/22/2024	10315323	01072025	117598	4,389.16	12/22/2024	INV	PD	CAL CARD NOV 2024 - DAVID
101711222024		11/22/2024	10315366	01072025	117598	902.84	12/22/2024	INV	PD	CAL CARD NOV 2024 - AIRRO
110311222024		11/22/2024	10315434	01072025	117598	205.28	12/11/2024	INV	PD	WESTPHAL CALCARD 11/22/20
111111222024		11/22/2024	10315452	01072025	117598	520.96	12/11/2024	INV	PD	HOLLEY CALCARD 11/22/2024
112220243689		12/10/2024	10315458	01072025	117598	3,408.75	12/10/2024	INV	PD	JACK MEYER CAL CARD 11/22
1122243096		12/05/2024	10315050	01072025	117598	89.98	12/05/2024	INV	PD	SHANNON SNEED CALCARD 11-
112420245732		11/22/2024	10315608	01072025	117598	164.53	01/07/2025	INV	PD	CAL CARD - LORENA LUNCHEO
112420246846		11/22/2024	10315410	01072025	117598	87.43	01/07/2025	INV	PD	CAL CARD MARC- EMPLOYEE L

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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
115211222024		11/22/2024	10315430	01072025	117598	197.62	12/11/2024	INV	PD	SADEGHI CALCARD 11/22/202
1326-112224		11/22/2024	10315327	01072025	117598	345.00	12/11/2024	INV	PD	LAUREN SABLAN, CAL CARD,
140211222024		11/22/2024	10315425	01072025	117598	158.98	12/11/2024	INV	PD	STEVENS CALCARD 11/22/202
1599-11222024		11/22/2024	10315420	01072025	117598	1,710.41	12/11/2024	INV	PD	J REYES CC 11/24
164711222024		11/22/2024	10315019	01072025	117598	1,244.71	12/22/2024	INV	PD	CAL CARD NOV 2024 - MARK
1840 11-22-24		11/22/2024	10315638	01072025	117598	1,462.95	12/11/2024	INV	PD	D. STRICKFADEN NOV CAL CA
1857112224		12/10/2024	10315394	01072025	117598	2,650.33	12/10/2024	INV	PD	RMICHEL CALCARD 112024
192211222024		11/22/2024	10315349	01072025	117598	375.26	12/22/2024	INV	PD	CAL CARD NOV 2024 - ANGEL
207611222024		11/22/2024	10315479	01072025	117598	2,678.31	12/22/2024	INV	PD	CAL CARD NOV 2024 - MICHA
208611222024		11/22/2024	10315377	01072025	117598	2,064.60	12/11/2024	INV	PD	MARTINEZ CALCARD 11/22/20
213311222024		11/22/2024	10315455	01072025	117598	2,968.27	12/11/2024	INV	PD	DOSSETT CALCARD 11/22/202
220511222024		11/22/2024	10315378	01072025	117598	39.44	12/11/2024	INV	PD	CENICEROS CALCARD 11/22/2
230011222024		12/05/2024	10315067	01072025	117598	781.46	12/05/2024	INV	PD	MARGOLIS NOV 2024 CAL CAR
260211222024		11/22/2024	10315429	01072025	117598	10,640.42	12/22/2024	INV	PD	CAL CARD NOV 2024 - ROBER
263111222024		11/22/2024	10315469	01072025	117598	3,744.77	12/22/2024	INV	PD	CAL CARD NOV 2024 - GARY
287011222024		11/22/2024	10315453	01072025	117598	150.43	12/11/2024	INV	PD	PRESTIA CALCARD 11/22/202
296901132025		11/22/2024	10315680	01072025	117598	82.80	01/13/2025	INV	PD	WED OFFICE SUPPLIES
324811222024		11/22/2024	10315436	01072025	117598	557.87	12/22/2024	INV	PD	CAL CARD NOV 2024 - GLEND
3460-11222024		11/22/2024	10315415	01072025	117598	441.40	12/11/2024	INV	PD	K CAMPOS CC 11/24
347111222024		11/22/2024	10315332	01072025	117598	2,568.23	12/22/2024	INV	PD	CAL CARD NOV 2024 - VICTO
3478-11222024		11/22/2024	10315418	01072025	117598	2,145.59	12/11/2024	INV	PD	R STOUT CC 11/24
348111222024		11/22/2024	10315446	01072025	117598	501.65	12/11/2024	INV	PD	HENRY CALCARD 11/22/2024
3686-11222024		11/22/2024	10315412	01072025	117598	70.75	12/11/2024	INV	PD	B REGAN CC 11/24
384111222024		11/22/2024	10315384	01072025	117598	34.27	12/11/2024	INV	PD	KING CALCARD 11/22/2024
3986-112224		11/22/2024	10315295	01072025	117598	365.00	12/11/2024	INV	PD	DIAZ - NOVEMBER CALCARD
4196-112224		11/22/2024	10315463	01072025	117598	1,285.59	12/11/2024	INV	PD	11/24 J. Ford Cal Card
4212112224		12/06/2024	10315294	01072025	117598	1,726.92	12/06/2024	INV	PD	GERALDINE "GINA" MANZANO
4444-11222024		11/22/2024	10315422	01072025	117598	2,691.66	12/11/2024	INV	PD	B LACKEY CC 11/24
4603-112224		11/22/2024	10315325	01072025	117598	724.24	12/11/2024	INV	PD	JESSE REYES, CAL CARD, 11
460811222024		11/22/2024	10314928	01072025	117598	1,462.74	12/22/2024	INV	PD	CAL CARD NOV 2024 - ADRIA
469411222024		11/22/2024	10315334	01072025	117598	2,977.75	12/22/2024	INV	PD	CAL CARD NOV 2024 - STEVE
4737-11222024		11/27/2024	10315400	01072025	117598	125.86	12/11/2024	INV	PD	G. DAILEY CC 11/24
4839-11222024		11/22/2024	10315417	01072025	117598	724.16	12/11/2024	INV	PD	P BUTLER CC 11/24
4842112224		12/11/2024	10315473	01072025	117598	402.05	12/11/2024	INV	PD	BARRY CHRISTENSEN CALCARD
5032-112224		11/22/2024	10315298	01072025	117598	76.66	12/11/2024	INV	PD	COLOMBO - NOVEMBER CALCAR
507411222024		11/22/2024	10315468	01072025	117598	1,696.73	12/22/2024	INV	PD	CAL CARD NOV 2024 - CHARL
508511222024		11/22/2024	10315445	01072025	117598	367.15	12/22/2024	INV	PD	LIBRARY/HAMILTONMITCHELL
515111222024		11/22/2024	10315028	01072025	117598	4,405.15	12/22/2024	INV	PD	CAL CARD NOV 2024 - JUAN
530311222024		11/22/2024	10315371	01072025	117598	90.00	12/11/2024	INV	PD	WEISS CALCARD 11/22/2024
535511222024		11/22/2024	10315387	01072025	117598	830.05	12/11/2024	INV	PD	SHAKENBORG CALCARD 11/22/
535811222024		11/22/2024	10315428	01072025	117598	779.72	12/11/2024	INV	PD	ALSTON CALCARD 11/22/2024
5479-11222024		11/22/2024	10315643	01072025	117598	788.20	12/11/2024	INV	PD	YAMAMOTO CC 11/24
561411222024		12/06/2024	10315279	01072025	117598	2,234.40	12/06/2024	INV	PD	PAMELA SCOTT CALCARD NOV
562811222024		11/22/2024	10315314	01072025	117598	437.33	12/22/2024	INV	PD	CAL CARD NOV 2024 - JOE F
565211222024		11/22/2024	10315324	01072025	117598	643.42	12/22/2024	INV	PD	CAL CARD NOV 2024 - ESTHE
566011222024		11/22/2024	10315385	01072025	117598	192.29	12/11/2024	INV	PD	MARTIN CALCARD 11/22/2024
5708-11222024		11/22/2024	10315419	01072025	117598	869.76	12/11/2024	INV	PD	J MAY CC 11/24
574011222024		11/22/2024	10315376	01072025	117598	99.22	12/11/2024	INV	PD	MERRILL CALCARD 11/22/202
5820112224		12/06/2024	10315284	01072025	117598	355.41	12/06/2024	INV	PD	KRISTEN MARTIN CALCARD NO
589711222024		11/22/2024	10315347	01072025	117598	2,577.59	12/22/2024	INV	PD	CAL CARD NOV 2024 - CHRIS
600111222024		11/22/2024	10315381	01072025	117598	25.81	12/11/2024	INV	PD	MENDENCE CALCARD 11/22/20
6099112224		12/06/2024	10315282	01072025	117598	2,296.09	12/06/2024	INV	PD	ZACHARIAH PAINTER CALCARD
628211222024		11/22/2024	10315431	01072025	117598	211.40	12/11/2024	INV	PD	GONZALEZ CALCARD 11/22/20
6290-11222024		11/22/2024	10315421	01072025	117598	3,485.32	12/11/2024	INV	PD	B BELLANTE CC 11/24
632411222024		11/22/2024	10315326	01072025	117598	899.28	12/22/2024	INV	PD	CAL CARD NOV 2024 - ROBER

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
636611222024		11/22/2024	10315351	01072025	117598	3,481.06	12/22/2024	INV	PD	CAL CARD NOV 2024 - BRIAN
639011222024		11/22/2024	10315395	01072025	117598	1,070.75	12/22/2024	INV	PD	CAL CARD NOV 2024 - MICHA
6543-112224		11/22/2024	10315467	01072025	117598	368.00	12/11/2024	INV	PD	11/24 M. Webb Cal Card
654611222024		11/22/2024	10315380	01072025	117598	20.00	12/11/2024	INV	PD	ARNOLD CALCARD 11/22/2024
674111222024		11/22/2024	10315382	01072025	117598	2,084.88	12/11/2024	INV	PD	SPRENGEL CALCARD 11/22/20
674911222024		11/22/2024	10315424	01072025	117598	85.68	12/11/2024	INV	PD	WINDMAN CALCARD 11/22/202
6818-112224		11/22/2024	10315464	01072025	117598	15.38	12/11/2024	INV	PD	11/24 L. Omura Cal Card
682011222024		11/22/2024	10315459	01072025	117598	1,618.29	12/11/2024	INV	PD	MANIS CALCARD 11/22/2024
682611222024		11/22/2024	10315374	01072025	117598	141.95	12/11/2024	INV	PD	DILEVA CALCARD 11/22/2024
68782794-11222024		12/05/2024	10315193	01072025	117598	12,197.98	12/05/2024	INV	PD	MIKE COOK CALCARD NOV 202
6894112224		12/10/2024	10315398	01072025	117598	30.00	12/10/2024	INV	PD	NNEHRENHEIM CALCARD 11202
693211222024		11/22/2024	10314929	01072025	117598	2,785.03	12/22/2024	INV	PD	CAL CARD NOV 2024 - MARIO
709611222024		11/22/2024	10315370	01072025	117598	1,248.74	12/11/2024	INV	PD	VALDIVIA CALCARD 11/22/20
710611222024		11/22/2024	10315454	01072025	117598	513.77	12/11/2024	INV	PD	ROSE CALCARD 11/22/2024
752011222024		11/22/2024	10315449	01072025	117598	1,300.12	12/22/2024	INV	PD	LIBRARY/VILHAUER
753111222024		11/22/2024	10314964	01072025	117598	6,858.47	12/22/2024	INV	PD	CAL CARD NOV 2024 - JERRY
757211222024		11/22/2024	10315333	01072025	117598	673.59	12/22/2024	INV	PD	CAL CARD NOV 2024 - ROY L
757911222024		11/22/2024	10315448	01072025	117598	893.16	12/11/2024	INV	PD	CARLBORG CALCARD 11/22/20
7598112224		12/09/2024	10315318	01072025	117598	150.00	12/09/2024	INV	PD	CDIAZ CAL CARD SAILING CE
7606112224		12/10/2024	10315438	01072025	117598	460.92	12/10/2024	INV	PD	ROBERT PIERCE CALCARD 11-
766311222024		11/22/2024	10315331	01072025	117598	608.13	12/22/2024	INV	PD	CAL CARD NOV 2024 - JOSE
770111222024		11/22/2024	10315433	01072025	117598	196.14	12/11/2024	INV	PD	KILPATRICK CALCARD 11/22/
7739-112224		11/22/2024	10315301	01072025	117598	25.29	12/11/2024	INV	PD	MANZANO - NOVEMBER CALCAR
7754112224		12/10/2024	10315397	01072025	117598	775.00	12/10/2024	INV	PD	MWITZANSKY CALCARD 112024
779601072025		11/14/2024	10314881	01072025	117598	216.30	12/11/2024	INV	PD	WED MANAGER INTERVIEW PAN
782011222024		12/16/2024	10315641	01072025	117598	1,271.77	12/16/2024	INV	PD	ROBERT NORMAN 11/24 CAL C
782511222024		11/22/2024	10315389	01072025	117598	313.49	12/11/2024	INV	PD	SPRY CALCARD 11/22/2024
7933-11222024		11/22/2024	10315413	01072025	117598	363.35	12/11/2024	INV	PD	I YANG CC 11/24
8353-11222024		11/27/2024	10315402	01072025	117598	384.85	12/11/2024	INV	PD	T. HOFF CC 11/24
836611222024		11/22/2024	10315388	01072025	117598	434.89	12/11/2024	INV	PD	HALEY CALCARD 11/22/2024
8775-11222024		11/22/2024	10315414	01072025	117598	54.71	12/11/2024	INV	PD	C SMITH CC 11/24
880711222024		12/10/2024	10315363	01072025	117598	75.88	12/10/2024	INV	PD	CALCARD STATEMENT 11/22/2
8814112224		12/06/2024	10315293	01072025	117598	1,482.26	12/06/2024	INV	PD	LAGUIRRECALCARD ASPG SUPP
885311222024		11/22/2024	10315372	01072025	117598	3,151.67	12/11/2024	INV	PD	HOFFMAN CALCARD 11/22/202
8866-11222024		11/22/2024	10315411	01072025	117598	12.04	12/11/2024	INV	PD	G CURRIE CC 11/24
8888-112224		11/22/2024	10315465	01072025	117598	372.50	12/11/2024	INV	PD	11/24 J. Espinoza Cal Car
8908-11222024		11/22/2024	10315403	01072025	117598	183.97	12/11/2024	INV	PD	D MALLABON CC 11/24
897911222024		11/22/2024	10315423	01072025	117598	2,321.79	12/22/2024	INV	PD	CAL CARD NOV 2024 - JOHNA
899611222024		11/22/2024	10314951	01072025	117598	9,777.00	12/22/2024	INV	PD	CAL CARD NOV 2024 - JUAN
918511222024		11/22/2024	10315386	01072025	117598	3.98	12/11/2024	INV	PD	DELERY CALCARD 11/22/2024
920311222024		11/22/2024	10315451	01072025	117598	643.33	12/11/2024	INV	PD	RECINOS CALCARD 11/22/202
9211-11222024		11/22/2024	10315416	01072025	117598	272.15	12/11/2024	INV	PD	E LOPEZ CC 11/24
922411222024		11/22/2024	10315348	01072025	117598	5,840.40	12/22/2024	INV	PD	CAL CARD NOV 2024 - CHRIS
923411222024		11/22/2024	10315435	01072025	117598	331.00	12/22/2024	INV	PD	CAL CARD NOV 2024 - MITCH
9360-112224		11/22/2024	10315466	01072025	117598	384.75	12/11/2024	INV	PD	11/24 C. Park Cal Card
944911222024		11/22/2024	10315335	01072025	117598	2,262.27	12/22/2024	INV	PD	CAL CARD NOV 2024 - TOMMY
946011222024		12/09/2024	10315337	01072025	117598	1,899.97	12/09/2024	INV	PD	Anthony Wilson Cal Card 1
9498112224		12/06/2024	10315287	01072025	117598	355.34	12/06/2024	INV	PD	SONNACA LUCKEY CALCARD NO
960211222024		11/22/2024	10315427	01072025	117598	494.68	12/11/2024	INV	PD	COOK CALCARD 11/22/2024
984411222024		11/22/2024	10315461	01072025	117598	7,518.82	12/11/2024	INV	PD	TEMPRANO CALCARD 11/22/20
991711222024		11/22/2024	10315443	01072025	117598	834.29	12/11/2024	INV	PD	LOFSTROM CALCARD 11/22/20
996411222024		11/22/2024	10315368	01072025	117598	773.65	12/22/2024	INV	PD	CAL CARD NOV 2024 - RICHA

176,223.70

6443 URBAN GRAFFITI ENTERPRISES, INC.

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
RED22411	6520	11/30/2024	10315607	01072025	117599	4,050.00	12/31/2024	INV	PD	11/2024 GRAFFITI REMOVAL	
3621 VERIZON WIRELESS											
6100033676		12/01/2024	10315550	01072025	117600	657.70	12/24/2024	INV	PD	MONTHLY CHARGES 370526445	
6100110363		12/12/2024	10315534	01072025	117600	269.36	12/12/2024	INV	PD	PH CHARGE 842000640-0002	
9979622255		11/25/2024	10315488	01072025	117600	85.10	12/17/2024	INV	PD	MONTHLY CHARGES 442003601	
9979653311		11/25/2024	10315576	01072025	117600	114.03	12/25/2024	INV	PD	SEWERS EMERGENCY CELL & I	
						1,126.19					
8802 VISION SERVICE PLAN											
2024113202737		11/19/2024	10315633	01072025	117601	-7.83	12/16/2024	CRM	PD	CREDIT VSP COBRA	
821700497		11/19/2024	10315630	01072025	117602	4,288.56	12/16/2024	INV	PD	VSP ACTIVE DECEMBER 2024	
821700508		11/19/2024	10315632	01072025	117601	1,065.75	12/16/2024	INV	PD	VSP RETRIEES DECEMBER 202	
						5,346.48					
12916 WALLACE & ASSOCIATES CONSULTING, LLC											
28995	6002	12/05/2024	10315511	01072025	117603	41,442.00	12/12/2024	INV	PD	WALLACE & ASSOC ALTA VIST	
11602 ZEBRA											
Z25-12		12/16/2024	10315616	01072025	117604	3,500.00	12/16/2024	INV	PD	ZEBRA 2025 Membership	
3510 ZOLL MEDICAL CORPORATION											
4099960		12/10/2024	10315668	01072025	117605	260.39	12/16/2024	INV	PD	MEDICAL AID SUPPLIES	
						260.39					
306 INVOICES						960,049.19					

** END OF REPORT - Generated by Nicholette Garcia **



Administrative Report

H.5., File # 24-1406

Meeting Date: 1/7/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ACCEPT AS COMPLETE THE TORRANCE BOULEVARD RESURFACING PROJECT, JOB NO. 41230 AND THE TORRANCE BOULEVARD & FRANCISCA AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT, JOB NO. 41070; APPROVE AND AUTHORIZE THE CITY ENGINEER TO EXECUTE A FINAL BALANCING CHANGE ORDER, IN THE AMOUNT OF \$305,050; AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER AND RELEASE THE RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

EXECUTIVE SUMMARY

On July 19, 2022, the City Council awarded Hardy & Harper, Inc. ("Contractor"), a public works contract for \$3,950,000 for the construction of two projects, the Torrance Boulevard Resurfacing Project and the Torrance Boulevard & Francisca Avenue Traffic Signal Modification Project (together, Project). The Project experienced several delays that were outside of the contractor's control including relocation of traffic signal equipment requested by the public, utility agency scheduling and availability, and unforeseen underground conflicts. The Project is now complete and ready to be formally accepted by the City Council.

Over the past few months, staff has been working with the contractor on Project closeout, including resolution of outstanding quantity adjustments and disputed work items. An agreement on the final change order has been reached, resulting in a final payment of \$305,050.18. Per City policy (APP 14.1), projects of this size include staff authorization for construction charge orders in the amount of up to 10%, which is \$395,000 for this contract. Prior to this requested construction change order (CCO), staff approved three CCOs as part of the Project, totaling \$105,364.62. Additionally, an offsite CCO was authorized by the Council to repair a sinkhole on Hawthorne Blvd for an amount of \$110,000, which does not count towards the 10% staff authorization limit. The sum of this final negotiated change order, when added to the previously approved Project change orders, exceeds the 10% APP limit by \$15,414.80, and as a result requires City Council approval.

With the final CCO, the total value of the construction contract for the Project will be \$4,470,414.80, including the \$110,000 for the offsite sink hole work on Hawthorne Blvd. Funding for the Project was provided through local Measure M funds, local Prop C funds, State Gas Tax monies, and Wastewater funds. If approved by Council, staff will close out the Project, which includes payment of the final invoice, recordation of the Notice of Completion with the County, and release of the retention amount

after the 35-day waiting period, assuming no claims exist.

BACKGROUND

The Torrance Boulevard Resurfacing Project from Torrance Circle to Prospect Avenue, Job No. 41230 and the Torrance Boulevard & Francisca Avenue Traffic Signal Modification Project, Job No. 41070 resurfaced and rehabilitated the pavement of Torrance Boulevard for its full length in the City. Median, curb, and concrete improvements along Torrance Blvd. were installed to accommodate and complete the entire bicycle route corridor from the east to west City Limits. The Project also upgraded the traffic signals at the intersections of Torrance Blvd. and Francisca Ave. and Torrance Blvd. and Catalina Ave. to bring them to current standards. Access ramps, curbs and gutters, and sidewalk along the route were also repaired.

The Project was delayed significantly due to many factors outside of the City’s control. Members of the public requested that the City relocate traffic signal equipment at Francisca Ave. to a more preferred location. Accommodating the request required the design engineer to reanalyze subsurface conditions and modify signal pole equipment prior to authorizing the equipment order, which held a 20-week long lead time for materials. Coordination with the utility agency also impacted construction progress as the new signal poles triggered relocation of the Gas Company’s facilities and interactions with Southern California Edison, which were time consuming due to each agencies’ limited availability. Lastly, the City’s recent approval of the new City logo allowed the contractor to proceed with the last outstanding bid item to submit, order, and install street name signs per the new City standard.

Construction is now finished and the Project is ready for City Council to accept the work as complete and authorize the City Engineer to file a Notice of Completion with the Los Angeles County Registrar-Recorder's office. Approval of the staff recommendation will conclude the administrative closeout of the Project construction contract, and authorize the release of retention in 35 days, assuming no claims are made against the Project.

Per City policy (APP 14.1), projects of this size include staff authorization for CCOs in the amount of 10% of the awarded value of the contract, which is \$395,000 in this instance. After several months of data review and negotiations, staff recommends execution of a final proposed change order in the amount of \$305,050.18, resulting in an overall CCO amount for the project of \$410,414.80 or 10.39%, which is \$15,414.80 over the administrative staff authorization for CCOs. As the amount exceeds staff change order authority, staff is recommending the City Council approve the final CCO to allow the project to be closed.

COORDINATION

This Project has been coordinated by the Public Works Engineering and Maintenance Divisions.

FISCAL IMPACT

Adoption of the staff recommendation will authorize an additional \$15,414,80 to be added to the Project’s contract value. Funding for this additional amount is available in the Project budget.

Funding		Expenditures	
CIP Job No. 41230	\$ 4,212,646.62	Hardy & Harper Constr.	\$ 3,950,000

CIP Job No. 41070	\$ 249,714	Project CCOs	\$ 410,414.80
CIP Job No. 50150	\$ 200,800	Offsite CCO	\$ 110,000
CIP Job No. 60260	\$167,057.18	CM & Insp.	\$ 259,803
		Project Mgmt.	\$ 100,000
Total	\$4,830,217.80	Total	\$4,830,217.80

APPROVED BY:*Mike Witzansky, City Manager***ATTACHMENTS**

- Proposed Change Order



CITY OF REDONDO BEACH

DEPARTMENT OF PUBLIC WORKS

**Torrance Boulevard (Torrance Circle to Prospect Avenue) Resurfacing and
Torrance Blvd/Francisca Ave Traffic Signal Modification
Job. Nos. 41230 & 41070**

CHANGE ORDER NO. 5

December 16, 2024

I. Description of Work Included in the Contract:

Saw cutting and removal of asphalt pavement, curb, gutter and sidewalk; construction of concrete sidewalk, driveways, and curb and gutter; construction of asphalt pavement; construction of ADA ramps; construction of sewer system; installation of a traffic control devices and signs; installation of pedestrian related amenities; landscaping and irrigation system; traffic striping and pavement markings; and other work per the project Plans and Specification on Torrance Boulevard between Prospect Avenue and Torrance Circle in the City of Redondo Beach, California.

II. Changes Ordered

This change order provides for changes performed by the Contractor under this project. It covers construction response to RFI's, City requested/directed changes, conflicts between design drawings, and existing field conditions. The changes ordered were negotiated prices and agreed upon between the City and the Contractor. The following changes were directed, monitored, and documented over the course of the project:

A: The following is the reconciliation of bid item quantities, but does not prohibit future reconciliation:

Bid Item	Description	Unit	Original Quantity	Revised Quantity	Quantity Change	Unit Price	Total
8	CALTRANS DOUBLE PERMIT	ALW	1	0.73	-0.27	\$5,000.00	\$(1,360.00)
9	COLD MILL EXISTING AC PAVMENT TO A 2" DEPTH	SF	313,325	340,617.00	27292.00	\$0.52	\$14,191.84
10	ARHM OVERLAY (2")	TON	3,917	4,694.80	777.80	\$130.00	\$101,114.00
11	REMOVE FULL DEPTH AC PAVEMENT (7")	CY	465	371.00	-94.00	\$125.00	\$(11,750.00)
12	PLACE FULL DEPTH AC PAVEMENT (7")	TON	940	747.47	-192.53	\$140.00	\$(26,954.20)
13	12" CMB	CY	70	0.00	-70.00	\$260.00	\$(18,200.00)
14	PCC STAMPED CROSSWALK	SF	272	405.25	133.25	\$27.00	\$3,597.75
15	PCC CURB & GUTTER	LF	815	1,904.50	1089.50	\$85.00	\$92,607.50
16	PCC ADA CURB RAMP	EA	27	28.00	1.00	\$9,200.00	\$9,200.00
17	R&R PCC SIDEWALK	SF	5,285	6,827.50	1542.50	\$13.00	\$20,052.50
18	PCC ADA DRIVEWAY APPROACH	SF	11,638	10,339.00	-1299.00	\$21.00	\$(27,279.00)
20	INST. METAL HAND RAILING	LF	120	101.00	-19.00	\$550.00	\$(10,450.00)
22	ADJ. WATER VALVE FRAME & COVER TO GRADE	EA	37	34.00	-3.00	\$900.00	\$(2,700.00)
24	ADJ. STREET LIGHT PULL BOX TO GRADE	EA	6	9.00	3.00	\$600.00	\$1,800.00
25	ADJ. ELECTRICAL PULL BOX TO GRADE	EA	6	9.00	3.00	\$600.00	\$1,800.00
26	RELO. ELECTRICAL PULL BOX	EA	4	0.00	-4.00	\$1,600.00	\$(6,400.00)
28	ADJ. T.S. PULL BOX TO GRADE	EA	24	28.00	4.00	\$600.00	\$2,400.00
29	R&R T.S. PULL BOX	EA	1	0.00	-1.00	\$1,500.00	\$(1,500.00)
30	RELO. T.S. PULL BOX	EA	4	7.00	3.00	\$4,200.00	\$12,600.00
31	ADJ. COMMUNICATIONS PULL BOX TO GRADE	EA	1	0.00	-1.00	\$1,500.00	\$(1,500.00)
32	R&R COMMUNICATIONS PULL BOX	EA	1	0.00	-1.00	\$3,000.00	\$(3,000.00)
36	ADJ. UTILITY CABINET TO GRADE	EA	1	0.00	-1.00	\$5,000.00	\$(5,000.00)
37	ADJ. VENT TO GRADE	EA	1	0.00	-1.00	\$2,500.00	\$(2,500.00)
38	TYPE D TRAFFIC LOOP	EA	28	35.00	7.00	\$350.00	\$2,450.00
39	TYPE E TRAFFIC LOOP	EA	54	67.00	13.00	\$350.00	\$4,550.00
44	8" VCP SEWER MAIN	LF	462	506.00	44.00	\$1,300.00	\$57,200.00
						SUBTOTAL	\$204,970.39

B: The following items were negotiated prices and agreed upon between the Owner and the Contractor. Any additional cost for this type of work will be addressed in a future change order.

- **Item #1** – Extra work performed by Hardy & Harper (H&H) to install additional traffic control from Prospect Avenue to the east City limit.
- **Item #2** – Extra work performed by Belco to relocate traffic signal equipment and pothole additional traffic signal pole foundation locations.
- **Item #3** – Asphalt price escalation costs from time of bid to final paving operations.
- **Item #4** – Extra work performed by Kato Landscape, Inc. to repair irrigation lines and extend electrical wiring in Torrance Blvd. medians.

III. Reasons for the Changes

- **Item #1** – The City directed H&H to extend the paving limits from Prospect Avenue to the east City limit. The additional paving is paid as increased quantities under original bid items. However, this change covers the necessary additional traffic control perform the work.
- **Item #2** – The City directed Hardy & Harper to relocate traffic signal equipment, slurry backfill open holes previously drilled, and pothole additional locations due to revised plans and unforeseen underground utility conflicts.
- **Item #3** – Asphalt pricing increased from the initial bid time to final paving dates due to project delays caused by factors outside of the contractor’s or the City’s control such as utility company review, procedures, and scheduling. The cost below reflects a negotiated price agreed upon by the City and H&H.
- **Item #4** – The City directed contractor to repair the 1 ½” irrigation main line, install two pull boxes, and extend wires to the irrigation system in the medians on Torrance Boulevard at Juanita Avenue.

IV. Contract Adjustment:

Work Authorized in Base Contract..... \$ 3,950,000.00

This Change Order Itemized

Contract Bid Item Adjustments..... \$ 204,970.39

Item #1 \$ 5,500.00

Item #2 \$ 58,181.37

Item #3 \$ 33,289.11

Item #4 \$ 3,109.31

This Change Order Total \$ 305,050.18

Change Order #1 \$ 58,633.08

Change Order #2 \$ 19,729.80

Change Order #3 \$ 27,001.74

Change Order #4 \$ 110,000.00

Revised Contract Amount..... \$ 4,470,414.80

V. Contract Time:

No change.

VI. Compensation:

This change order constitutes full and complete payment for all costs associated with the above changes inclusive of consultant's profit, direct and indirect overhead, insurance, supervision, labor, material, equipment, and lost business opportunities.

Hardy & Harper, Inc.

By: 

Authorized Representative

CITY OF REDONDO BEACH

By: _____

Lauren Sablan, Acting City Engineer



Administrative Report

H.6., File # 25-0005

Meeting Date: 1/7/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH KPFF, INC., A WASHINGTON CORPORATION, FOR ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000 AND THE TERM ENDING JANUARY 6, 2026

EXECUTIVE SUMMARY

In an effort to accelerate CIP project delivery, Public Works Department staff has negotiated on-call professional service agreements with engineering, architecture, and surveying firms to allow for quick assignment of smaller work tasks by setting up the contract conditions in advance. On-call service contracts are not fully defined as to the scope, amount, or encumbrance of a funding source. The contracts include a mechanism for staff to receive quotes and award work on a task-by-task basis, with a “not to exceed” limit for the amount of work awarded to the consulting services firm over the life of the contract. Funding for each task comes from projects and programs that have received Council appropriations.

The City Council has awarded a number of these contracts in the past, and they have been successfully used to accelerate a number of project delivery timelines. Staff is now bringing an additional contract forward for consideration by the City Council. This on-call contract is needed to provide professional services related to civil and transportation engineering and is anticipated to assist with street improvement, traffic calming, and “active” transportation projects. KPFF, Inc. (KPFF) is based in Washington, but has several Southern California locations, including offices in Long Beach and downtown Los Angeles.

BACKGROUND

As part of the FY 2018-19 budget adoption process on-call contracting for professional services contracts was presented to the City Council as a tool to accelerate the pace of delivery of CIP projects. These contracts are not fully defined as to scope or funding source and, as such, allow staff to quickly assign smaller work tasks (e.g., geotechnical engineering, surveying, etc.) without having to develop and present an individual contract to City Council for consideration.

Funding sources for on-call contracts are not identified at the time of award. Rather, as tasks are assigned to an on-call vendor, the funding is assigned via purchase order from the funding source associated with the particular project to which the work applies. The Public Works Department and the City Attorney’s Office worked together to develop the contract template for on-call consulting services as part of the initial RFP distributed to perspective contractors in August of 2018. The

template stipulates a two-year term with a not to exceed value of \$100,000. Many of these contracts have been renewed for additional terms, and new vendors have been awarded contracts as the City's need for on-call firms grows and changes.

These agreements provide the City with a deep and broad bench of firms to supplement staff efforts to deliver CIP projects. Staff is now bringing an additional contract with KPFF forward for consideration by the City Council. KPFF is a civil and municipal engineering consultant services firm who specializes in many facets of municipal engineering disciplines. This on-call contract will provide the City with additional civil and transportation engineering services to support a number of street and bicycle network improvement projects.

COORDINATION

The proposed contract was coordinated between the City Attorney's Office and the Public Works Department. The City Attorney's Office prepared and approved the Agreement as to form.

FISCAL IMPACT

No additional funding is required to approve the recommended contract. Funding for the assigned work tasks is provided through the various associated CIP project accounts. Approval of on-call consulting services agreements has helped the Public Works Department more than double the annual pace of CIP delivery.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Agreement with KPFF
- Insurance - KPFF, Inc.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND KPFF, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and KPFF, Inc., a Washington corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. 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. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. 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. Brokers. 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. City Property. 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. Inspection. 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. 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 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. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

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. Professional Ability. 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. Business License. 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. 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 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. Termination in the Event of Default. 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 Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs

of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City.

- a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) arising out of or related to the performance of this Agreement, excluding Consultant's design professional services, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. 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). 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.
 - b. Nonwaiver of Rights. 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.
 - c. Waiver of Right of Subrogation. 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. Insurance. 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. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. 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.

- a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant 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 Consultant 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 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify the failure.
 - b. Prevailing Wages. In the event this project is a public work to which prevailing wages apply, Consultant 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. Non-Discrimination. Consultant 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. Consultant 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, or military and veteran status. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. 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.

20. Subcontractors. 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.
21. Integration. 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.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. 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.

24. Non-Exclusivity. 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.
25. Exhibits. 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.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. 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.
28. Third Parties. 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. 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.
30. Attorneys' Fees. 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. Claims. 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.
32. Interpretation. 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.
33. 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.

34. Severance. 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 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.
36. Waiver. 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.

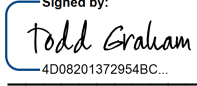
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 7th day of January, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

KPFF, INC.,
a Washington corporation

James A. Light, Mayor

Signed by:

By: _____
Name: Todd Graham
Title: Principal-in-Charge

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant shall perform the following services.

- A. Consultant shall provide on-call professional design services, including but not limited to, municipal and civil engineering, feasibility studies, preliminary engineering, site development/evaluations, structural engineering, value engineering assessments, design/constructability reviews, utility infrastructure conditions and capacity assessments, surveying, and mapping. Ancillary tasks related to design work such as grant applications and management, regulatory permit applications and implementation, design review and plan check, assessment district engineering, right-of-way acquisition services, bid analysis and support, capital improvement program project management and construction observation may also be included at the City's discretion.
- B. Upon City's written request as described in Section II.A, Consultant shall prepare a written scope of work for the City's requested tasks, including all components and subtasks, the cost to perform the task, including costs and markup from sub-consultants, an explanation of how the cost was determined, and a schedule for completion of the task (collectively "Task Proposal"). The costs specified in the Task Proposal shall be in accordance with Exhibit "C".
- C. Upon the City's written approval of the Task Proposal, the Consultant shall commence services for the task. Any language that does not pertain to the scope of work, compensation, or duration of agreement shall be deemed extraneous and not incorporated within this Agreement.
- D. Consultant shall identify all personnel used to accomplish the services in the Task Proposal. Consultant shall obtain City's approval of any substitutions of leading personnel for the task as soon as the need for a substitution is known.
- E. Consultant shall identify any subcontractor(s) and include the work of subcontractors in the proposed scope of work. Consultant shall not replace the subcontractor for the task without the prior written approval of the City.
- F. Consultant shall provide a task number for the City Engineer or designee approved task.

- G. Consultant shall complete the task and present all deliverables to the City by the completion date provided to City.
- H. During performance of the services, Consultant shall provide a bi-weekly written summary of progress on all on-call services to keep the City updated as to the status of performance. Consultant shall either draft a report or deliver an email to the City's designated project manager.
- I. Consultant shall provide all work product for review and acceptance by the City. Upon City's request, Consultant shall revise the work product without additional charge to the City until the City accepts it.
- A. Notwithstanding anything described herein, Consultant shall not be authorized to perform tasks that are expressly governed by the public works bidding requirements set forth in Article XIX of the City Charter and Chapter 6.1 of Title 2 of the Redondo Beach Municipal Code, unless such work is authorized in accordance with the requirements set forth in those provisions.

II. CITY'S DUTIES

City will perform the following services.

- A. City will provide a written task request with a description of the work to be performed for the task, and the time desired for completion.
- B. City, in its sole discretion, may approve, modify or reject the Consultant's Task Proposal.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence on January 7, 2025 and continue through January 6, 2026 ("Term"), unless otherwise terminated as herein provided. Consultant shall perform the services in accordance with the schedule in each Task Proposal. City may approve extensions for performance of the services in each task; provided, however, that the Consultant shall not work beyond the expiration date of this Agreement.

EXHIBIT "C"

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

- I. **AMOUNT.** Consultant shall perform the work for all City Engineer or designee approved Task Proposal(s) in accordance with the hourly rate schedule attached to and incorporated into Exhibit "C" of the Agreement.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the attached schedule. If Consultant requires reimbursement for expenses not provided on the rate schedule in the Agreement, including but not limited to, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the City.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed \$100,000 during the term of this Agreement and any amendments hereto.
- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
 - A. Task number.
 - B. All personnel who performed work on the Task.
 - C. Description of the work performed.
 - D. Number of hours worked.
 - E. Hourly rate.
 - F. All City approved and documented subcontractor invoices.
 - G. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, be based on the work performed and time spent in the prior month, and in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the city, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" of the Agreement is not exceeded.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: KPFF, INC.
444 W Ocean Blvd Suite 1530
Long Beach, CA 90802
Attention: Todd Graham
Email: Todd.graham@kpff.com

City: City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street, Door 2
Redondo Beach, CA 90277
Attention: Ryan Liu
Email: Ryan.liu@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) 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 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.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant 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/location.

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.

Errors and Omissions liability: \$1,000,000 per occurrence.

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:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to 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 are to 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.

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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 is to 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 are to 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.

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 in this Exhibit "E" 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, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 770.220.7699 FAX (A/C. No.): E-MAIL ADDRESS: greylingcerts@greyling.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Ins Co of Pittsburg	NAIC # 19445
INSURED KPFF, Inc. 1601 5th Ave Suite 1600 Seattle WA 98101		KPFFINC	
		INSURER B: The Travelers Indemnity Company	25658
		INSURER C: New Hampshire Insurance Company	23841
		INSURER D: Allied World Surplus Lines Insurance Co	24319
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 346516226

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268336	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA9775930	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7X94996724NF	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC022298245 (AOS) WC022298244 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
D	Professional/Pollution Liability			03120067	4/1/2024	4/1/2025	Per Claim Aggregate SIR:	10,000,000 10,000,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: KPFF Project #2400241; Agreement for Consulting Services.
 City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers with respect to liability arising out of work performed by or on behalf of the Consultant are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.
 Separation of Insureds applies to the General Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ENDORSEMENT

This endorsement, effective 12:01 A.M. **04/01/2024**
forms a part of Policy No. **977-59-30**
issued to **KPFF, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **30** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA9775930
issued to **KPFF, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
 - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA9775930
issued to **KPFF, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. 526-83-36
issued to KPFF, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 **Section III – 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

is adjudged incompetent, the Policy shall cover that **Insured's** legal representative as an **Insured**.

G. BANKRUPTCY

The **Insured's** bankruptcy or insolvency will not relieve the **Company** of its obligations under this Policy.

H. CANCELLATION

1. The **First Named Insured** may cancel this Policy by mailing or delivering to the **Company** advance written notice of cancellation.
2. The **Company** may cancel this Policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or
 - b. sixty (60) days before the effective date of cancellation if the **Company** cancels for any other reason.
3. The **Company** will mail or deliver the **Company's** notice to the **First Named Insured's** last mailing address known to the **Company**.
4. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.
5. If this Policy is canceled, the **Company** will send the **First Named Insured** any premium refund due. If the **Company** cancels, the refund will be pro rata. If the **First Named Insured** cancels, the earned premium will be calculated in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium at Inception of the Policy shown in Item 5.B. of the Declarations, whichever is greater. The cancellation will be effective even if the **Company** has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

I. CHANGE IN CONTROL

1. If during the **Policy Period** the **Named Insured** consolidates with or merges into, or sells the majority of its assets to any person or entity; or
2. If during the **Policy Period** any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the **Named Insured**, or acquires the voting or designation rights of such an amount of ownership interests;

This Policy shall be excess over any other valid policy, whether collectible or not, and whether provided on a primary, excess, contingent or any other basis, provided that such policy is not specifically written to be excess over this Policy.

M. SOLE AGENT

If there is more than one **Named Insured**, the **First Named insured** shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, payment of any applicable Deductible, receipt and acceptance of any endorsement issued to form a part of this Policy, complying with all applicable Policy provisions, giving and receiving notice of cancellation or nonrenewal, reimbursement to the **Company** of any Deductible advanced and the exercise of the rights provided in the **Optional Extended Reporting Period** or Subrogation provisions of this Policy.

N. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The **Company** agrees to waive its right of subrogation against any client of the **Insured** for a **Claim** which is covered by this Policy to the extent that the **Insured** had, prior to such **Claim** having been made and reported to the **Company**, whichever is earliest, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages and Defense Expenses** paid by the **Company**, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the **First Named Insured**.

O. SERVICE OF SUIT

In the event of the **Company's** failure to pay any amount claimed to be due hereunder, the **Company**, at the **Insured's** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the **Company's** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World Assurance Company (U.S.) Inc., 199 Water Street, 29th Floor, New York, NY 10038 or his or her representative, and that in any suit instituted against the **Company** upon this Policy, the **Company** will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the **Company** hereby designates the Superintendent, Commissioner or Director of Policy, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful agent upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the **Insured's** behalf or any beneficiary hereunder arising out of this Policy of insurance and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2024 forms a part of Policy No. WC 022-29-8244

Issued to KPFF, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

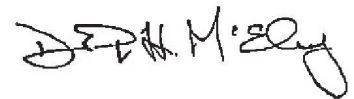
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

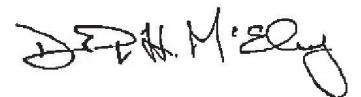
This endorsement, effective 12:01 AM 04/01/2024 forms a part of Policy No. WC 022-29-8244

Issued to KPFF, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 770.220.7699 FAX (A/C. No.): E-MAIL ADDRESS: greylingcerts@greyling.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Ins Co of Pittsburg	NAIC # 19445
INSURED KPFF, Inc. 1601 5th Ave Suite 1600 Seattle WA 98101		INSURER B: The Travelers Indemnity Company	25658
		INSURER C: New Hampshire Insurance Company	23841
		INSURER D: Allied World Surplus Lines Insurance Co	24319
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 346516226

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268336	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA9775930	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7X94996724NF	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC022298245 (AOS) WC022298244 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
D	Professional/Pollution Liability			03120067	4/1/2024	4/1/2025	Per Claim Aggregate SIR:	10,000,000 10,000,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: KPFF Project #2400241; Agreement for Consulting Services.
 City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers with respect to liability arising out of work performed by or on behalf of the Consultant are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.
 Separation of Insureds applies to the General Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ENDORSEMENT

This endorsement, effective 12:01 A.M. **04/01/2024**
forms a part of Policy No. **977-59-30**
issued to **KPFF, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **30** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA9775930
issued to **KPFF, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
 - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA9775930
issued to **KPFF, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. 526-83-36
issued to KPFF, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 **Section III – 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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

is adjudged incompetent, the Policy shall cover that **Insured's** legal representative as an **Insured**.

G. BANKRUPTCY

The **Insured's** bankruptcy or insolvency will not relieve the **Company** of its obligations under this Policy.

H. CANCELLATION

1. The **First Named Insured** may cancel this Policy by mailing or delivering to the **Company** advance written notice of cancellation.
2. The **Company** may cancel this Policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or
 - b. sixty (60) days before the effective date of cancellation if the **Company** cancels for any other reason.
3. The **Company** will mail or deliver the **Company's** notice to the **First Named Insured's** last mailing address known to the **Company**.
4. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.
5. If this Policy is canceled, the **Company** will send the **First Named Insured** any premium refund due. If the **Company** cancels, the refund will be pro rata. If the **First Named Insured** cancels, the earned premium will be calculated in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium at Inception of the Policy shown in Item 5.B. of the Declarations, whichever is greater. The cancellation will be effective even if the **Company** has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

I. CHANGE IN CONTROL

1. If during the **Policy Period** the **Named Insured** consolidates with or merges into, or sells the majority of its assets to any person or entity; or
2. If during the **Policy Period** any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the **Named Insured**, or acquires the voting or designation rights of such an amount of ownership interests;

This Policy shall be excess over any other valid policy, whether collectible or not, and whether provided on a primary, excess, contingent or any other basis, provided that such policy is not specifically written to be excess over this Policy.

M. SOLE AGENT

If there is more than one **Named Insured**, the **First Named insured** shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, payment of any applicable Deductible, receipt and acceptance of any endorsement issued to form a part of this Policy, complying with all applicable Policy provisions, giving and receiving notice of cancellation or nonrenewal, reimbursement to the **Company** of any Deductible advanced and the exercise of the rights provided in the **Optional Extended Reporting Period** or Subrogation provisions of this Policy.

N. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The **Company** agrees to waive its right of subrogation against any client of the **Insured** for a **Claim** which is covered by this Policy to the extent that the **Insured** had, prior to such **Claim** having been made and reported to the **Company**, whichever is earliest, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Defense Expenses** paid by the **Company**, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the **First Named Insured**.

O. SERVICE OF SUIT

In the event of the **Company's** failure to pay any amount claimed to be due hereunder, the **Company**, at the **Insured's** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the **Company's** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World Assurance Company (U.S.) Inc., 199 Water Street, 29th Floor, New York, NY 10038 or his or her representative, and that in any suit instituted against the **Company** upon this Policy, the **Company** will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the **Company** hereby designates the Superintendent, Commissioner or Director of Policy, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful agent upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the **Insured's** behalf or any beneficiary hereunder arising out of this Policy of insurance and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2024 forms a part of Policy No. WC 022-29-8244

Issued to KPFF, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

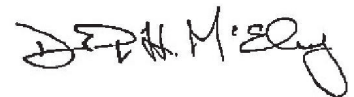
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

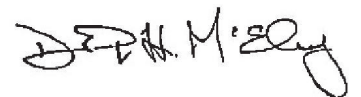
This endorsement, effective 12:01 AM 04/01/2024 forms a part of Policy No. WC 022-29-8244

Issued to KPFF, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.





Administrative Report

H.7., File # 24-1951

Meeting Date: 1/7/2025

To: MAYOR AND CITY COUNCIL

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE THE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF THE RENTAL REHABILITATION PROGRAM LOAN LIEN FOR THE PROPERTY AT 2003 BATAAN ROAD, REDONDO BEACH, CALIFORNIA 90278 PURSUANT TO THE TERMS OF THE CITY'S DEFERRED PAYMENT LOAN PROGRAM

EXECUTIVE SUMMARY

The proposed action provides for the substitution of trustee and full reconveyance of the rental rehabilitation loan lien that is in place on 2003 Bataan Road. As part of the Deferred Payment Loan Program Agreement, the City recorded a lien on the property until the home repair loan was repaid. On December 2, 2024, the City received a cashier's check, drawn by First American Trust, FSB in the amount of \$61,200 to pay the outstanding Deferred Payment Loan note, Instrument No. 03-1088227, in full. Accordingly, it is now time for the City to formally release the property lien.

BACKGROUND

The owner of 2003 Bataan Road, Tia Milton, received a \$44,800 loan on August 13, 2003, for housing rehabilitation work. This loan was made possible through the City's Deferred Payment Loan Program, part of the City's greater Housing Rehabilitation Program that was funded through Redevelopment Agency Low and Moderate Income Housing Funds and Community Development Block Grant (CDBG) Funds. The City also administered a Handyperson Program as well as a smoke detector installation program for elderly or disabled residents, but CDBG funding for these programs was reduced or altogether eliminated beginning in the late 2000s.

The Deferred Payment Loan Program provided low interest home improvement loans for qualifying low-income Redondo Beach homeowners. The loan could be used to pay for roofing repairs, plumbing and electrical work, or bathroom remodeling. The Deferred Payment Loan resulted in a lien on the property that was to be removed from the property title once the loan was paid in full.

On December 4, 2024, First American Title Company, on behalf of Tia Milton, paid the loan in full with a cashier's check in the amount of \$61,200 made out to the City of Redondo Beach, as instructed by the Housing Division of the Community Services Department. The payment represents a full reconveyance of the loan lien in place on 2003 Bataan Road. Following recording of the lien removal by the Los Angeles County Registrar-Recorder/County Clerk, no further action will be required as the loan has been repaid in full.

COORDINATION

The Substitution of Trustee and Full Reconveyance Agreement has been approved as to form by the

City Attorney's Office.

FISCAL IMPACT

The housing rehabilitation loan was provided through the City's Redevelopment Agency Low and Moderate Income Housing Fund, which later became the Housing Successor Agency Fund. The loan repayment will be deposited in the Housing Fund following release of the property lien.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Substitution of Trustee and Full Reconveyance Agreement
- Agmt - Deferred Payment Loan Program Contract, August 13, 2003
- Check - Voided Cashier's Check

Recording Requested By, and
When Recorded Mail to:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Housing Manager

This document is exempt from the payment of a recording fee
per Government Code sections 27383 and 27361.3 (a)

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

The undersigned City of Redondo Beach, a Chartered Municipal Corporation (“City”) is the present Beneficiary under that certain Deed of Trust with Assignment of Rents as Additional Security (“Deed of Trust”) dated as of April 1, 2003, and recorded in the Official Records of Los Angeles County on April 17, 2003 as Instrument No. 03-1088227, and executed by Tia Milton, an unmarried woman, as Trustor, and the Chicago Title Company, A California Corporation, as Original Trustee. Beneficiary hereby appoints and substitutes the City as the new and Substituted Trustee under the Deed of Trust.

As duly appointed and Substituted Trustee, the undersigned City does hereby reconvey to the person or persons legally entitled thereto, without warranty all of the estate, title and interest acquired by the Original Trustee and by the City as the Substituted Trustee under the Deed of Trust as to certain real property described in the Legal Description, Exhibit A, attached and hereby fully incorporated.

IN WITNESS WHEREOF, the owner and holder above name and the City as the Substituted Trustee has caused this instrument to be executed in its interest.

Dated this 7th day of January, 2025.

City of Redondo Beach, a Chartered Municipal Corporation

By: _____
James A. Light, Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this ____ day of _____, 20__, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain property situated in the County of Los Angeles, State of California, described as follows:

Lot 14 in Block 17 of Redondo Villa Tract "B", in the City of Redondo Beach, County of Los Angeles, State of California, as per map recorded in Book 11, Page 110 of maps, in the office of the County Recorder of said County.

Assessor's Parcel Number:

CITY OF REDONDO BEACH
DEFERRED PAYMENT LOAN PROGRAM
PROMISSORY NOTE SECURED BY DEED OF TRUST

(Supersedes Promissory Note
Dated April 1, 2003)

\$ 44,800.00

Borrower Tia Milton

Loan No. DL 2001-11

Date August 13, 2003

FOR VALUE RECEIVED, the undersigned Borrower(s) promise(s) to pay to the order of the City of Redondo Beach, a public agency, with its principal office at 415 Diamond Street, Redondo Beach, California 90277, the principal sum of FORTY-FOUR THOUSAND EIGHT HUNDRED Dollars (\$44,800.00), together with interest. Interest on the principal amount shall accrue at a simple interest rate of four percent (4%) per year for ten years on the unpaid principal computed from the date the Deed of Trust is recorded.

This Note is payable, at the option of the holder, upon the sale or transfer of all or part of the property, which is secured by the Deed of Trust, whether voluntary, involuntary or by operation of law, or upon the death of the surviving signator of this Note. The Borrower(s) shall pay in full the total principal amount loaned to the Borrower(s), plus interest, as evidenced by this Note and the Deed of Trust.

This Note is given in consideration for a special Deferred Payment Loan by the City of Redondo Beach, the proceeds of which are from the City of Redondo Beach Redevelopment Agency's Low and Moderate Income Housing Fund. This loan is made for the purpose of assisting in the rehabilitation of the Borrower's real property described in the Deed of Trust of this same date securing this Note. The City of Redondo Beach will not demand payment until the property subject to the Deed of Trust is transferred or sold, whether voluntarily, involuntarily or by operation of law. The Borrower(s) shall not encumber the property with any lien that is recorded in a position senior to the loan evidenced by this Note. Borrower(s) may repay the entire amount of the loan plus accrued interest at any time without penalty.

Payment shall be made in lawful money of the United States. Should default be made in payment when due and action is instituted on this Note, the undersigned promise(s) to pay all reasonable costs and expenses, including, but not limited to, reasonable attorney's fees.

This Note is secured by the Deed of Trust executed this date and covering the real property therein described.

Executed at Redondo Beach, California.

Signed Tia Milton Signed _____
Tia Milton

Dated August 13, 2003 Dated _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

} ss.

On AUGUST 13, 2003, before me, CAMY YOSHIKO BYRD, NOTARY PUBLIC

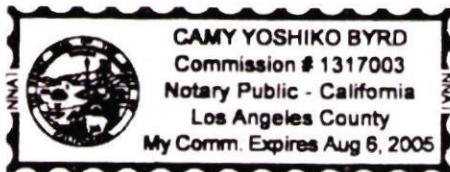
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared TIA MILTON

Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Camy Yoshiko Byrd
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PROMISSORY NOTE SECURED BY DEED OF TRUST

Document Date: AUGUST 13, 2003 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

- Signer's Name: TIA MILTON
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CITY OF REDONDO BEACH
DEFERRED PAYMENT LOAN PROGRAM
PROMISSORY NOTE SECURED BY DEED OF TRUST

\$ 41,000.00

Borrower Tia Milton

Loan No. DL 2001-11

Date April 1, 2003

FOR VALUE RECEIVED, the undersigned Borrower(s) promise(s) to pay to the order of the City of Redondo Beach, a public agency, with its principal office at 415 Diamond Street, Redondo Beach, California 90277, the principal sum of FORTY-ONE THOUSAND Dollars (\$ 41,000.00), together with interest. Interest on the principal amount shall accrue at a simple interest rate of four percent (4%) per year for ten years on the unpaid principal computed from the date the Deed of Trust is recorded.

This Note is payable, at the option of the holder, upon the sale or transfer of all or part of the property, which is secured by the Deed of Trust, whether voluntary, involuntary or by operation of law, or upon the death of the surviving signator of this Note. The Borrower(s) shall pay in full the total principal amount loaned to the Borrower(s), plus interest, as evidenced by this Note and the Deed of Trust.

This Note is given in consideration for a special Deferred Payment Loan by the City of Redondo Beach, the proceeds of which are from the City of Redondo Beach Redevelopment Agency's Low and Moderate Income Housing Fund. This loan is made for the purpose of assisting in the rehabilitation of the Borrower's real property described in the Deed of Trust of this same date securing this Note. The City of Redondo Beach will not demand payment until the property subject to the Deed of Trust is transferred or sold, whether voluntarily, involuntarily or by operation of law. The Borrower(s) shall not encumber the property with any lien that is recorded in a position senior to the loan evidenced by this Note. Borrower(s) may repay the entire amount of the loan plus accrued interest at any time without penalty.

Payment shall be made in lawful money of the United States. Should default be made in payment when due and action is instituted on this Note, the undersigned promise(s) to pay all reasonable costs and expenses, including, but not limited to, reasonable attorney's fees.

This Note is secured by the Deed of Trust executed this date and covering the real property therein described.

Executed at Redondo Beach, California.

Signed Tia Milton Signed April 1, 2003
Tia Milton

Dated April 1, 2003 Dated _____

DATE: 11/27/2024

FILE NO. 7175569

SETTLEMENT DATE: 11/27/2024

CHECK AMOUNT: \$61,200.00

BUYER: Milton

SELLER:

Property Address: 2003 Bataan Road, Redondo Beach, CA 90278

Payoff Loan Charges

Re: RE: 2003 Bataan Rd

Charge Details:

Principal Balance:

44800.00 Interest on Payoff Loan:

16400.00

Thank you for doing business with First American Title Company

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER



First American Title Company
330 N Brand Blvd, Ste 1150
Glendale, CA 91203
(818)242-5800

PR. 06243
Ofc. 1905(1351)

First American Trust, FSB -
5 First American Way
Santa Ana CA 92707

1351301386

90-4125/1222

FILE NO. 7175569
Re: RE: 2003 Bataan Rd

Date 11/27/2024

VOID

PAY Sixty-one thousand, two hundred and 00/100

DOLLARS \$*****61,200.00

Payoff Trust Account
Void after 150 days

TO THE ORDER OF City of Redondo Beach
1922 Artesia Boulevard
Redondo Beach, CA 90278

Matthew Wayne

THE FACE OF THIS DOCUMENT INCLUDES A HIDDEN WORD - DO NOT CASH IF THE WORD VOID IS VISIBLE

⑈ 1351301386 ⑈ ⑆ 122241255⑆ 3013510000 ⑈

WARNING DO NOT CASH THIS CHECK WITHOUT NO
SECURITY FEATURES ON FRONT AND B,

208

ENDORSE HERE

NOTE THE ABOVE LINES ARE COMPOSED OF MICRO TYPE
CONTAINING THE WORD "SAFE". CHECK WITH MAGNIFIER.

PLACE FORM ON FLAT SURFACE. RUB AREA FIRMLY AND RAPIDLY WITH
FINGER. STRIP MUST DISAPPEAR AND REAPPEAR FOR DOCUMENT TO BE
AUTHENTIC.

DO NOT WRITE OR SIGN BELOW THIS LINE

VOID



*The security features listed below, as well as those
not listed, exceed industry guidelines.*

Security Features:

Microprinted Endorsement Line Small type in endorsement line appears as dotted line when photocopied.

Warning Band: Alerts handler the document contains security features.

True Watermark: Indicates document originality; can not be photocopied.



Administrative Report

H.8., File # 25-0009

Meeting Date: 1/7/2025

To: MAYOR AND COUNCIL

From: MICHAEL W. WEBB, CITY ATTORNEY

TITLE

APPROVE THE THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY MANAGER

**THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND CITY MANAGER**

This Third Amendment to the Employment Agreement (“Third Amendment”) is made between the City of Redondo Beach, a chartered municipal corporation (“City”) and Mike Witzansky (“City Manager”).

WHEREAS, on November 16, 2021, the parties entered into an Employment Agreement between the City of Redondo Beach and City Manager (the “Agreement”); and

WHEREAS, on January 17, 2023, the parties entered into a First Amendment to the Agreement (“First Amendment”) to extend the term and increase the salary; and

WHEREAS, on June 4, 2024, the parties entered into a Second Amendment to the Agreement (“Second Amendment”) to extend the term and increase the salary; and

WHEREAS, the parties desire to further extend the term of the Agreement and increase the salary.

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 amendments to the Agreement:

1. Section 2: Term, Renewal and Expressed At-Will Status. The term of the Agreement is extended until December 31, 2027, unless terminated earlier pursuant to the terms of the Agreement. All other provisions of this section shall remain in force and effect.
2. Section 4: Salary and Exempt Status. City agrees to pay City Manager for his services rendered a base annual salary of \$295,000 (“ Base Salary”), effective January 1, 2025. All other provisions of this section shall remain in force and effect.
3. No Other Amendments. The Agreement, the First Amendment, the Second Amendment and the Third 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, the First Amendment, the Second Amendment and this Third Amendment the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 7th day of January, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

MIKE WITZANSKY

James A. Light, Mayor

Mike Witzansky, City Manager

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney

**SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND CITY MANAGER**

This Second Amendment to the Employment Agreement ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Mike Witzansky ("City Manager").

WHEREAS, on November 16, 2021, the parties entered into an Employment Agreement between the City of Redondo Beach and City Manager (the "Agreement"); and

WHEREAS, on January 17, 2023, the parties entered into a First Amendment to the Agreement to extend the term and increase the salary; and

WHEREAS, the parties desire to further extend the term of the Agreement and increase the salary.

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 amendments to the Agreement:

1. Section 2: Term, Renewal and Expressed At-Will Status. The term of the Agreement is extended until December 31, 2026, unless terminated earlier pursuant to the terms of the Agreement. All other provisions of this section shall remain in force and effect.
2. Section 4: Salary and Exempt Status. City agrees to pay City Manager for his services rendered a base annual salary of \$280,000 (" Base Salary"), effective retroactively from January 1, 2024. All other provisions of this section shall remain in force and effect.
3. No Other Amendments. The Agreement, the First Amendment and this Second 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, the First Amendment and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 4th day of June, 2024.

[Signatures on Next Page]


CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

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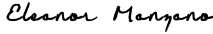
James A. Light, Mayor

MIKE WITZANSKY

DocuSigned by:

8279464F26B3484...


Mike Witzansky, City Manager

ATTEST:

DocuSigned by:

72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

669049EDE03D402...

Michael W. Webb, City Attorney

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND CITY MANAGER**

This First Amendment to the Employment Agreement ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Mike Witzansky ("City Manager").

WHEREAS, on November 16, 2021, the parties entered into an Employment Agreement between the City and City Manager (the "Agreement"); and

WHEREAS, the parties desire to extend the term of the Agreement and increase the salary.

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 amendments to the Agreement:

1. Section 2: Term, Renewal and Expressed At-Will Status. The term of the Agreement is extended until November 15, 2025, unless terminated earlier pursuant to the terms of the Agreement. All other provisions of this section shall remain in force and effect.
2. Section 4: Salary and Exempt Status. City agrees to pay City Manager for his services rendered a base annual salary of \$265,000 (" Base Salary"), effective the first full pay period after the first one-year anniversary date, i.e. November 16, 2022, of this Agreement. All other provisions of this section shall remain in force and effect.
3. No Other Amendments. 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 17th day of January, 2023.

[Signatures on Next Page]

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

William C. Brand, Mayor

MIKE WITZANSKY

DocuSigned by:
Mike Witzansky
8279464F26B3484...

Mike Witzansky, City Manager

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

**EMPLOYMENT AGREEMENT
BETWEEN CITY OF REDONDO BEACH
AND
CITY MANAGER**

This EMPLOYMENT AGREEMENT ("**Agreement**") is entered into on the 16th day of November 2021 ("**Effective Date**") between City of Redondo Beach, a chartered municipal corporation ("**City**") and Mike Witzansky ("**City Manager**"). As used in this Agreement, "**Parties**" shall mean collectively City and City Manager, and a "**Party**" shall mean either one of such Parties.

RECITALS

- A. City is a Charter City as defined in California Government Code Section 34101 and not a local agency as defined in California Government Code Sections 53263 or 3511.1(c). Pursuant to Article V, Section 5 of the Charter of the City of Redondo Beach (the "**Charter**"), the City is a Council-Manager form of government.
- B. City desires to appoint and employ Mike Witzansky to serve as its City Manager to perform the duties and discharge powers specified in Article XII, Section 12.3 of the Charter or as otherwise specifically provided for in the City of Redondo Beach Municipal Code or lawfully adopted ordinances (the "**Professional Services**"), and to be employed pursuant to a contract required by Article XII, Section 12.1 of the Charter at the pleasure of the City Council, subject to limitations of such pleasure only as specified in Article IX, Section 9.1 of the Charter.
- C. This Agreement is intended to establish and provide conditions, compensation and benefits, and working conditions for such appointment and employment, as authorized by Redondo Beach City Council and consistent with the Pay and Benefits Plan for Management & Confidential Employees of the City of Redondo Beach (the "**Management & Confidential Plan**", current version attached as Exhibit A), as amended during the Term of this Agreement.
- D. Mike Witzansky represents he is eligible for such appointment and employment, that he resides (and will continue to reside) at a location that allows him to reasonably and timely respond to City emergencies, and desires to accept appointment and employment on the terms set forth herein.

AGREEMENT

Incorporating each of the Recitals above into the terms of this Agreement as a material contractual part hereof, and not as mere recitals, the Parties agree as follows:

Section 1. Duties - Exclusive Employment and Restriction on Outside Pursuits

Upon appointment by the City Council, City agrees to employ City Manager to serve as the City's chief executive officer and to perform the Professional Services and such other legally permissible duties and functions as City Council may direct from time to time. City Manager shall be empowered with such authority as set forth in Article XII, Section 12.3 or as reasonably necessary to lawfully perform the Professional Services.

In addition to restrictions contained in Article VII, Section 2 of the Management & Confidential Plan, City Manager agrees he will be employed exclusively by City and may not be employed in any other capacity while employed or engage in any other business duties or professional pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether provided compensation or otherwise, without prior consent of City Council, which consent may be withheld at the sole discretion of the City Council. Notwithstanding the foregoing, the expenditure of reasonable amounts of time not in conflict with City's needs and interests for non-compensated educational, charitable, community, volunteer, and/or professional activities (the "**Volunteer Activities**") shall not be deemed a breach of this Agreement and shall not require prior consent. If the City Council determines that any of the City Manager's Volunteer Activities are in conflict with this Section, the City Council shall notify the City Manager of such determination and the City Manager shall make appropriate modifications to such duties or pursuits in order to comply with this Section. The Parties have negotiated and agreed to conditions, compensation and benefits, and working conditions materially sufficient to permit City Manager to exclusively focus his professional time, ability, and attention to City business during the term of this Agreement.

Section 2. Term, Renewal, and Expressed At-Will Status

The term of this Agreement shall commence as of the Effective Date and shall be for a period of three (3) years (the "**Term**"); provided, however, this Agreement may be terminated as provided in Section 3 below or renewed from time to time for such period as specified in the Charter..

If this Agreement is not formally renewed by City Council action but City Manager continues to serve as such and otherwise be employed by the City, all terms of the Agreement shall remain in effect.

At all times, City Manager is an "at-will" employee (as that term is defined by case law interpreting California Labor Code Section 2922). The City Manager will serve at the pleasure of City Council, subject to limitations of such pleasure only as specified in Article IX, Section 9.1 of the Charter. Nothing in this Agreement shall require Cause for removal, or prevent, limit, or otherwise interfere with the right of City Council to terminate the services of City Manager at any time, subject only to the provisions set forth in Section 3 of this Agreement.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City Manager to resign at any time from his position with City, subject only to the provisions set forth in Section 3 of this Agreement. Nothing in this Section shall prevent the City from terminating City Manager for Cause, as defined in Section 3(C) of this Agreement.

Section 3. Termination of Agreement

This Agreement may be terminated prior to expiration of its Term as follows:

- A. By mutual written agreement of the parties; or
- B. The City may terminate this Agreement for convenience at any time without any showing of, or necessity for, Cause; or
- C. The City may terminate this Agreement at any time for Cause. For purposes of this Agreement, "Cause" shall mean:
 - (1) City Manager's commission of an act of fraud, embezzlement or misappropriation, or a crime of moral turpitude; or
 - (2) City Manager's continuing or willful misconduct or failure, refusal or neglect to perform his job functions, or adhere to the lawful policies and practices of the City, or to the terms of Section 1 of this Agreement; or
 - (3) City Manager's continuing or willful misconduct or failure, refusal or neglect to adhere to the lawful direction of the City Council; or
 - (4) Conviction of a crime involving an abuse of office or position as Defined in Government Code Section 54243.4; or
 - (5) Being habitually impaired by, or under the influence of, drugs or alcohol to such an extent as to have a material negative affect on the performance of Professional Services;
 - (6) Physically responding to unexpected or unplanned work events outside City Hall's normal operating hours, while impaired by, or under the influence of, drugs or alcohol to such an extent as to have a material negative affect on the performance of Professional Services related to those specific events.
- D. City Manager may terminate this Agreement for any reason upon thirty (30) days' notice; or
- E. This Agreement shall terminate automatically upon City Manager's death; or
- F. The City may terminate this Agreement upon City Manager's Disability. For purposes of this Agreement, "Disability" means that City Manager has become "disabled" (1) within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, or (2) within the meaning of Government Code Section 20026. If the City Manager becomes disabled within the meaning of Government Code Section 20026, the City will place the City Manager on an unpaid leave of absence and apply for a disability retirement to the extent permitted under then applicable laws, regulations,

and binding CalPERS Circular Letters.

G. In the event City terminates the Agreement for any reason other than Cause, upon execution and delivery of an applicable Settlement Agreement and Release ("**Release**", substantially in the form attached as Exhibit B), City shall make the following payment ("**Severance Payment**"):

- (1) If the City makes the decision to terminate this Agreement pursuant to the provisions of Section 3(B) prior to July 15, 2022, the City Manager shall receive a minimum of 90-days (the "**Advance Notice Period**") advance written notice of termination. The written notice shall state the last date of employment with the City ("**Effective Date of Termination**") and provide such other details as the City Attorney may determine appropriate. During the Advance Notice Period City Manager shall be given reasonable leave to interview for other employment but shall be required to effectively discharge Professional Services required by this Agreement and shall receive his usual compensation through the Effective Date of Termination. Upon execution and receipt by the City of the applicable Release and subject to the provisions contained in Section 3(G)(5) below, City shall pay City Manager an amount equal to the three (3) months of his then existing Base Salary. Nothing provided in this Section shall preclude the City from terminating this Agreement for Cause for any act, action, or omission as described in Section 3(C) about which it becomes aware during the Advance Notice Period.
- (2) If on or after July 15, 2022, the City makes the decision to terminate this Agreement pursuant to the provisions of Section 3(B), the City shall not be required to provide any advance notice. Upon execution and receipt by the City of the applicable Release and subject to the provisions contained in Section 3(G)(5) below, City shall pay City Manager an amount equal to the six (6) months of his then existing Base Salary.
- (3) If on or after January 1, 2023, the City makes the decision to terminate this Agreement pursuant to the provisions of Section 3(B), the City shall not be required to provide any advance notice. Upon execution and receipt by the City of the applicable Release and subject to the provisions contained in Section 3(G)(5) below, City shall pay City Manager an amount equal to the seven (7) months of his then existing Base Salary.
- (4) If on or after January 1, 2024, the City makes the decision to terminate this Agreement pursuant to the provisions of Section 3(B), the City shall not be required to provide any advance notice. Upon execution and receipt by the City of the applicable Release and subject to the provisions contained in Section 3(G)(5) below, City shall pay City Manager an amount equal to the eight (8) months of his then existing

Base Salary. In the event the remaining term of the Agreement is less than eight (8) months, the City shall pay City Manager an amount equal to the remaining term of the agreement, or six (6) months of his then existing Base Salary, whichever is greater.

- (5) Any Severance Payment paid shall be less applicable taxes and withholdings required by law. City shall pay the Severance Payment, at City Manager's option, either by (i) a lump sum upon the later of the last date of employment, or fifteen (15) days after expiration of any revocation period as specified in the applicable Release, or (ii) on the same schedule as the City's normal payroll cycle (but not as an employee of the City). Also, in the event City Manager and City Manager's dependents are covered under the City's health, dental, and/or vision plan(s), and in addition to the Severance Payment described above, and provided such plans permit continuation after termination, the City shall provide for continuation of health, dental, and vision plans (the "HCP") for up to six (6) months after the date of termination or until the City Manager obtains other employment that provides health benefits, whichever occurs first. The cost of any HCP shall be at the City Manager's sole expense, and shall be withheld from any Severance Payment to the extent City Manager and City Manager's dependents remain covered by the then applicable plans.

- H. Termination of this Agreement pursuant to Section 3(D), 3(E), or 3(F), shall not be deemed "termination for any reason other than Cause".
- I. Notwithstanding the provision set forth in Section 3(C) above, if the occurrence of an event of "neglect" described in Section 3(C)(2) or 3(C)(3) is capable of being cured, such occurrence shall constitute Cause only if (1) written notice specifying in reasonable detail the nature thereof, and the manner in which the City requires cure to be effected, is provided to City Manager within reasonable time after the City becomes aware of the alleged event or conduct, and (2) City Manager shall have substantially failed to cure such event as soon as reasonably possible but in no event later than fourteen (14) days after receiving such notice. The written notice referred to shall specify with reasonable particularity the alleged "neglect", together with a reasonable summary of facts support the allegation and provide a date for hearing at which the City Manager may show cure of any such negligent act or acts.

Section 4: Salary and Exempt Status

City agrees to pay City Manager for his services rendered an initial base annual salary of \$250,000 ("Base Salary"), payable in the normal payroll installments at the same time as other Executive Level Employees of City (as that term is defined in the Management & Confidential Plan) are paid. The City Council may review the Base Salary as part of any City Manager performance evaluation and may provide upward only adjustments as it determines appropriate.

City Manager agrees his appointment and employment pursuant to this Agreement is exempt

from overtime and minimum wage provisions of applicable federal, state, or local law. Appointment and employment pursuant to this Agreement is also exempt from any provision of the California Labor Code not specifically made applicable to public employers.

Section 5: Performance Evaluation

City Council may conduct its first initial performance review of City Manager after the completion of his first six months. City Council may provide input with respect to City Manager's initial performance and alignment with City Council goals and objectives.

Commencing with the completion of the City Manager's first full year with the City, City Council may annually review and evaluate his performance and compensation in closed session. If possible, this annual review should take place in October of each year to allow for timely evaluation and payment of the annual Base Salary adjustment and/or performance bonus, if City Council determines in its discretion that City Manager is eligible for either. Said review and evaluation will normally be in accordance with specific performance measures and rating criteria mutually agreed to by City Council and City Manager.

Any failure of the City Council to conduct or complete a performance review shall not be deemed a breach of this Agreement.

Section 6: Hours of Work & Designation of "Acting City Manager"

It is agreed City Manager will devote all time necessary to perform Professional Duties including substantial time outside City Hall's normal operating hours. During any leave City Manager shall, in compliance with the Redondo Beach Municipal Code, designate an "Acting City Manager" to oversee operation of the City in his absence.

Section 7: Benefits

Benefits provided to City Manager are the same as those provided to Executive Level employees in the Pay and Benefits Plan for Management & Confidential Employees, as may be modified from time to time, and are detailed in Exhibit A.

Section 8: Notices

Any notice required by this Agreement shall be in writing and delivered either personally, via overnight courier, or U.S. First Class Mail. The notice address for the City is: Redondo Beach City Council, c/o Michael Webb, City Attorney, 415 S. Diamond Street, Redondo Beach, CA 90277. The notice address for the City Manager is the address supplied by City Manager and on file with the City. Either Party may specify an alternate address in accordance with this notice Section. Notice shall be effective upon receipt, if personally delivered, on the day of receipt if sent via overnight courier, or three (3) business days after deposit, postage prepaid and properly addressed, with the United States Postal Service.

Section 9. Mediation/Arbitration

All disputes of whatever kind or nature arising out of or related to this Agreement or City

Manger's employment or separation from the City shall be resolved through mediation and then binding arbitration, if necessary, utilizing Judicial Arbitration and Mediation Services ("JAMS") and shall be conducted in JAMS Century City or downtown Los Angeles offices or such other location mutually agreed upon by the Parties. JAMS mediation and arbitration procedures and rules shall be utilized for purposes of conducting the mediation and arbitration. JAMS shall randomly provide the Parties with a list of three mediators or arbitrators, depending on which process is being utilized, and each party shall have the right to reject one of the mediators or arbitrators. If more than one mediator or arbitrator is left after the parties have each had the opportunity to reject one of the mediators or arbitrators, JAMS shall randomly select the mediator or arbitrator to mediate or arbitrate the dispute(s). The City will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration, recognizing that each side bears its own deposition, witness, expert and attorney's fees and expenses to the same extent as if the matter were being heard in court. If, however, any Party prevails on a statutory claim, which affords the prevailing party attorney's fees and costs, then arbitrator may award reasonable fees and costs to the prevailing party. Any dispute as to who the prevailing party is and/or the reasonableness of any fee or cost shall be resolved by the arbitrator.

Section 10. Professional Activities

City shall pay membership dues and other reasonable costs related to City Manager's participation in professional organizations such as the League of California Cities and the International City Management Association. It is understood that City Manager's participation in these organizations, including but not limited to attendance at annual conferences, meetings and/or service as an officer, board member, or committee member, is beneficial to the City, and the City will pay or reimburse City Manager for all reasonable expenses associated therewith, in accordance with the Pay and Benefits Plan for Management and Confidential Employees, the City's travel policies and procedures, and within available City Budget.

Section 11. Indemnification and Duty to Defend

Consistent with California Government Code Sections 825 and 995, and subject only to the limitations provided therein, City shall defend and pay any costs, expenses and settlements or judgements assessed against City Manager arising out of any civil action or proceeding brought against City Manager in his official or individual capacity, or both, for an act or omission by City Manager occurring in the course and scope of City Manager's performance of his duties under this Agreement, provided, however, City shall have no indemnification obligation for costs, expenses, settlements or judgements arising from City Manager conduct that falls within Sections 3(C)(1) or 3(C)(4) of this Agreement. The City's obligations under this Section shall survive any termination of this Agreement.

Section 12. Local Government Omnibus Act Provisions.

Reimbursement Requirement (Government Code Sections 53243-53244). To the extent City provides: (i) paid leave to City Manager pending an investigation; (ii) funds for the legal criminal defense of the City Manager; and/or (iii) a cash settlement to City Manager related to the termination of the City Manager, pursuant to this Agreement or Government Code Section 53243 et seq., City Manager shall fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the City Manager is convicted of a crime involving the abuse of his office or position. For purposes of this Agreement, "abuse of his office or position" shall mean either (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority, or (b) a crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the California Penal Code.

Forfeiture Upon Conviction of Certain Crimes (Government Code Sections 53260-53264). To the extent City Manager is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his official duties, City Manager shall forfeit any right related to, or arising under this Agreement or other common law, constitutional, or statutory claim to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which he may be entitled under any public retirement system in which he is a member. The forfeiture provided by this provision shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to California Government Code Sections 7522.70, 7522.72, or 7522.74.

Section 13: General Provisions

A. All of City Manager's writings, reports, and other documentation generated as part of his day-to-day duties during his employment with the City are the property of the City.

B. This Agreement is for professional services that are personal to the City, and the Agreement is not assignable by City Manager.

C. The provisions of this Agreement shall be construed according to common meaning or purpose of providing a public benefit and not strictly for or against any Party. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

D. This Agreement and the rights and obligations of the Parties shall be governed and interpreted in accordance with the laws of the State of California.

E. The text herein shall constitute the entire Agreement between the Parties and supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to rendering services, compensation matters, or benefits. Any modification of this Agreement shall be effective only if it is in writing and signed by both Parties.

F. This Agreement shall inure to the benefit of the heir at law and executor(s) of City Manager.

G. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or Section of this Agreement.

H. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by a Court, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

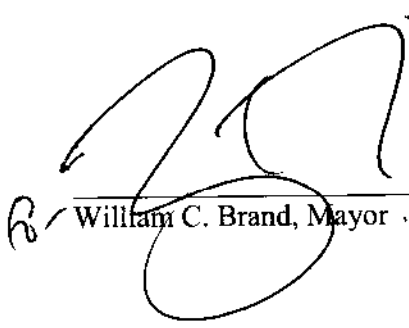
J. Both Parties have had sufficient time and opportunity to consult with legal counsel of their own choosing regarding the terms and conditions of this Agreement.

I. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not specifically provided herein, and that no other agreement, statement, or promise not specifically contained in this Agreement shall be valid or binding on either Party.

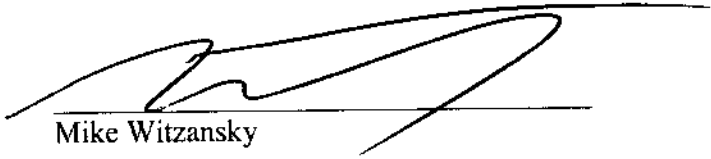
K. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and fully incorporated into this Agreement. Therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.

SIGNATURES APPEAR ON NEXT PAGE


IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.


William C. Brand, Mayor

Zein Obagi, Jr
Mayor
Pro Tem


Mike Witzansky

ATTEST:


Eleanor Manzano, City Clerk CMC

APPROVED AS FORM:

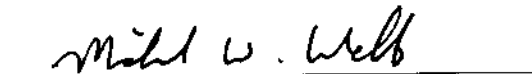

Michael W. Webb, City Attorney

EXHIBIT A

**PAY AND BENEFITS PLAN FOR MANAGEMENT & CONFIDENTIAL
EMPLOYEES OF THE CITY OF REDONDO BEACH**

Copy Consisting of 26 Separately Numbered Pages Attached

RESOLUTION NO. CC-2109-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, UPDATING THE PAY AND BENEFITS PLAN FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

WHEREAS, pursuant to Section 2-3.602 and 2-3.603, Section 2-3.701, Section 2-3.802 and 2-3.803, Section 2-3.1002 and 2-3.1003, and Section 2-3.1102 and 2-3.1103 of Chapter 3, Title 2 of the Redondo Beach Municipal Code, the list of class titles, salary ranges and other benefits for certain Management and Confidential employees of the City of Redondo Beach shall be set forth from time to time by Resolution of the City Council; and

WHEREAS, the previous Pay and Benefits Plan for Management and Confidential Employees was last updated on January 12, 2021; and

WHEREAS, the attached Pay and Benefits Plan when adopted will provide language modifications to allow the City of Redondo Beach to comply with CalPERS regulations; and

WHEREAS, said Pay and Benefits Plan is not binding until approved by the Mayor and City Council.

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

SECTION 1. That the Pay and Benefits Plan for Management and Confidential Employees of the City of Redondo Beach, marked Exhibit "A" and attached hereto and made a part hereof, effective September 7, 2021, is hereby adopted.


SECTION 2. 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 7th day of September, 2021.


William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:


Michael W. Webb, City Attorney


Eleanor Manzano, City Clerk

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

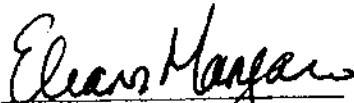
I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-2109-089 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 7th day of September, 2021, by the following roll call vote:

AYES: NEHRENHEIM, LOEWENSTEIN, HORVATH, OBAGI, JR., EMDEE

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE



Eleanor Manzano, CMC
City Clerk

C79

H.25



**PAY & BENEFITS PLAN FOR
MANAGEMENT & CONFIDENTIAL EMPLOYEES
OF THE CITY OF REDONDO BEACH**

Effective September 7, 2021

Per Resolution No. CC-

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ARTICLE I. TERMS

SECTION 1 - DEFINITION OF TERMS

- 1.01 The following terms, whenever used in the Plan, shall have the meaning set forth in this Section:
- A. CITY: Shall mean the City of Redondo Beach
 - B. CITY MANAGER: Shall mean the City Manager or his/her designee.
 - C. DAYS: Shall mean calendar days except where working days are expressly specified.
 - D. EMPLOYEE: Shall mean an individual who serves full-time and who is appointed to a full-time Management or Confidential position.
 - E. EXECUTIVE LEVEL EMPLOYEE: Shall mean the City Manager, individual appointed to department head level positions by the City Manager, and elected officials.
 - F. FISCAL YEAR: Shall mean the 12 month period from July 1 through June 30.
 - G. PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA): Shall mean the California Public Employees' Pension Reform Act of 2013, including AB 340 (Furutani, Chapter 296, Statutes of 2012) and AB 197 (Buchanan, Chapter 297, Statutes of 2012) and all subsequent amendments.
 - H. PERS: Shall mean the California Public Employees' Retirement System.
 - I. PUBLIC AGENCY EXPERIENCE: shall mean full-time service in an agency that participates in a public retirement plan.
 - J. RETIREE: Shall mean a former employee of the City who has been granted and is receiving a regular service or disability retirement from PERS.
 - K. SERIOUS INJURY OR ILLNESS: Shall mean, for the purposes of benefits provided by Article V, Section 1.04 herein, an injury or illness certified by the City to require a recuperation period of 30 days or more.
 - L. WORK PERIOD: Shall mean seven consecutive, regular recurring 24 hour periods equal to 168 hours, designated by the City Manager.
 - M. YEAR: Shall mean fiscal year, except where calendar year is expressly specified.

ARTICLE II. COMPENSATION

SECTION 1 - PAY PLAN

1.01 The pay plan for Executive Level employees is set forth as follows:

Effective January 12, 2021:

TITLE	MONTHLY SALARY
Assistant City Manager (U)	\$12,176 - \$17,018
Chief of Police (U)	\$11,881 - \$16,220
Fire Chief (U)	\$11,881 - \$16,220
Community Development Director (U)	\$9,946 - \$14,067
Information Technology Director (U)	\$9,946 - \$14,067
Waterfront and Economic Director (U)	\$9,042 - \$12,788
Public Works Director (U)	\$9,042 - \$12,788
Finance Director (U)	\$9,042 - \$12,788
Human Resources Director (U)	\$9,042 - \$12,788
Community Services Director (U)	\$9,042 - \$12,788
Library Director (U)	\$9,042 - \$12,788

Effective the first full pay period in January 2022:

TITLE	MONTHLY SALARY
Assistant City Manager (U)	\$12,298 - \$17,188
Chief of Police (U)	\$12,000 - \$16,382
Fire Chief (U)	\$12,000 - \$16,382
Community Development Director (U)	\$10,045 - \$14,208
Information Technology Director (U)	\$10,045 - \$14,208
Waterfront and Economic Director (U)	\$9,132 - \$12,916
Public Works Director (U)	\$9,132 - \$12,916
Finance Director (U)	\$9,132 - \$12,916
Human Resources Director (U)	\$9,132 - \$12,916
Community Services Director (U)	\$9,132 - \$12,916
Library Director (U)	\$9,132 - \$12,916

Effective the first full pay period in January 2023:

TITLE	MONTHLY SALARY
Assistant City Manager (U)	\$12,544 - \$17,532
Chief of Police (U)	\$12,240 - \$16,710
Fire Chief (U)	\$12,240 - \$16,710
Community Development Director (U)	\$10,246 - \$14,492
Information Technology Director (U)	\$10,246 - \$14,492

Waterfront and Economic Director (U)	\$9,315 - \$13,174
Public Works Director (U)	\$9,315 - \$13,174
Finance Director (U)	\$9,315 - \$13,174
Human Resources Director (U)	\$9,315 - \$13,174
Community Services Director (U)	\$9,315 - \$13,174
Library Director (U)	\$9,315 - \$13,174

1.02 The pay plan for Management and Confidential employees is set forth as follows:

Effective January 12, 2021:

TITLE	MONTHLY SALARY
Assistant Fire Chief	\$11,251 - \$14,590
Assistant City Attorney (U)	\$11,180 - \$14,551
Fire Division Chief	\$10,296 - \$12,806
Senior Deputy City Attorney (U)	\$8,910 - \$12,358
City Engineer (U)	\$8,689 - \$11,823
Assistant Financial Services Director (U)	\$7,884 - \$10,237
Chief Deputy City Treasurer	\$7,884 - \$10,237
Chief Building Official (U)	\$7,808 - \$10,139
Deputy City Attorney (U)	\$6,988 - \$10,731
Assistant to the City Manager (U)	\$6,907 - \$8,925
Payroll & Finance Manager	\$6,907 - \$8,925
Risk Manager	\$6,577 - \$8,501
Senior Human Resources Analyst	\$6,395 - \$8,263
Human Resources Analyst	\$5,816 - \$7,510
Executive Assistant to the City Manager	\$4,992 - \$6,076

Effective the first full pay period in January 2022:

TITLE	MONTHLY SALARY
Assistant Fire Chief	\$11,364 - \$14,736
Assistant City Attorney (U)	\$11,292 - \$14,697
Fire Division Chief	\$10,399 - \$12,934
Senior Deputy City Attorney (U)	\$8,999 - \$12,482
City Engineer (U)	\$8,776 - \$11,941
Assistant Financial Services Director (U)	\$7,963 - \$10,339
Chief Deputy City Treasurer	\$7,963 - \$10,339
Chief Building Official (U)	\$7,886 - \$10,240
Deputy City Attorney (U)	\$7,058 - \$10,838
Assistant to the City Manager (U)	\$6,976 - \$9,014
Payroll & Finance Manager	\$6,976 - \$9,014
Risk Manager	\$6,643 - \$8,586

Senior Human Resources Analyst	\$6,459 - \$8,346
Human Resources Analyst	\$5,874 - \$7,585
Executive Assistant to the City Manager	\$5,042 - \$6,137

Effective the first full pay period in January 2023:

TITLE	MONTHLY SALARY
Assistant Fire Chief	\$11,591 - \$15,031
Assistant City Attorney (U)	\$11,518 - \$14,991
Fire Division Chief	\$10,607 - \$13,193
Senior Deputy City Attorney (U)	\$9,179 - \$12,732
City Engineer (U)	\$8,952 - \$12,180
Assistant Financial Services Director (U)	\$8,122 - \$10,546
Chief Deputy City Treasurer	\$8,122 - \$10,546
Chief Building Official (U)	\$8,044 - \$10,445
Deputy City Attorney (U)	\$7,199 - \$11,055
Assistant to the City Manager (U)	\$7,116 - \$9,194
Payroll & Finance Manager	\$7,116 - \$9,194
Risk Manager	\$6,776 - \$8,758
Senior Human Resources Analyst	\$6,588 - \$8,513
Human Resources Analyst	\$5,991 - \$7,737
Executive Assistant to the City Manager	\$5,143 - \$6,260

SECTION 2 - PAY RATE ADVANCEMENT WITHIN SALARY RANGE

- 2.01 On the basis of the evaluation of an employee's performance, an employee shall be eligible for a pay rate advancement added to his/her base pay of an amount between zero and 10 percent, not to exceed the top of the salary range, effective at the beginning of the pay period following an employee's anniversary date.

SECTION 3 - OTHER PAY ADJUSTMENTS

- 3.01 A minimum of five percent upward adjustment to base salary shall be provided to an employee at the time of promotion; provided however, that no adjustment for promotion may cause an employee's base salary to exceed the maximum salary range set forth for the class to which the employee is appointed.
- 3.02 An employee appointed to acting status in a position with a higher salary range, where a department is being reorganized, or where a department is undergoing experimental restructuring, who, as a result, if required to perform additional duties above and beyond those reasonable required may, with approval of the City Manager, receive a pay increase on a temporary basis. Such salary shall be established within the salary range of the class with duties that most closely approximate to the duties to be performed. The higher salary shall not be considered a promotion, and may be reduced or removed without cause, notice or hearing.
- 3.03 Effective July 7, 2015 and in recognition of the unique nature of the City's executive management and confidential positions and associated job responsibilities, Management Incentive Pay may be provided annually as a percentage of base pay, not to exceed a maximum of 25% in any fiscal year. Management and Confidential employees are responsible for coordinating the services provided by their department and are held accountable for responding to the distinctive needs of the community, irrespective of time and place. The amount of Management Incentive Pay will be determined at the discretion of the City Manager in the following tiered categories: a low tier of 1%-10%, an intermediate tier of 10%-17.5%, and an upper tier of 17.5%-25%. Placement within these tiers will be dependent on the level and diversity of the individual's job functions, regardless of hours worked, and other unique and relevant circumstances associated with the position. Management Incentive Pay is available to all employees included in the pay and benefits plan, and employees shall not be allowed to the option to decline Management Incentive Pay. Management Incentive Pay shall not be for overtime, nor in lieu of other benefits excluded under the California Public Employees Retirement Law statutes, not for special compensation not otherwise listed in Title 2 CCR, Section 571. To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(1) Incentive Pay – Management Incentive. Such pay may be reduced or removed without cause, notice or hearing.
- 3.05 An employee appointed to a class in another bargaining unit, when temporarily assigned to perform the duties of a Management or Confidential class, may, with approval of the City Manager, be paid at a rate within the salary range for such class. Such assignment shall not be considered a promotion, and the pay may be reduced or removed without cause, notice or hearing.
- 3.06 An employee may be appointed to a class at any point within the salary range established for that class.

SECTION 4 - FIRE DIVISION CHIEF OTHER PAY

- 4.01 The City believes that the Fire Division Chief classification is appropriately designated as exempt from the payment of overtime under the executive exemption of the Fair Labor Standards Act. Notwithstanding this designation, Fire Division Chiefs recalled to duty for an emergency or anticipated emergencies, including as Area G Strike Team Leader, who work in excess of one hour from the time he/she is called, will be paid for a minimum of two hours at his/her hourly rate, and on an hour to hour basis for work performed in excess of two hours. Fire Division Chiefs recalled for an emergency who works for less than one hour will receive no additional compensation.
- 4.02 Fire Division Chiefs who replace another as Duty Chief may receive compensating time off on an hour-for-hour basis for hours worked as a result of assuming additional fire suppression duty days in lieu of pay.

SECTION 5 - CLOTHING ALLOWANCE

- 5.01 Employees appointed to the class of Police Chief or Fire Chief shall be entitled to an annual clothing allowance of \$800.
- 5.02 Employees appointed to the class of Assistant Fire Chief shall be entitled to an annual clothing allowance of \$600.
- 5.03 Employees appointed to the class of Fire Division Chief shall be provided a uniform and safety equipment and the uniform and safety equipment shall be replaced as needed.

SECTION 6 - CAR ALLOWANCE

- 6.01 Employees appointed to Executive Level classes shall receive a car allowance \$375 per month.
- 6.02 The City Manager shall have the option to provide a car allowance of up to \$250 per month to designated employees appointed to assist a department head and/or division manager positions.
- 6.03 Any employee granted a City vehicle for his/her exclusive use shall not receive a car allowance or mileage reimbursement payments.

SECTION 7 - REALLOCATION AND REORGANIZATION

- 7.01 An employee whose position is reallocated or reorganized to a lower paying class or position, may at the discretion of the City Manager, remain at the rate of pay received immediately prior to the reallocation or reorganization. Such employee shall not be eligible for any pay adjustment until the salary range for his/her new class exceeds his/her rate of pay.

SECTION 8 - LONGEVITY PAY

- 8.01 Executive Level employees who have completed 10 years of public agency service, or equivalent job related service as determined by the City Manager, are eligible to receive Longevity Pay. In addition to an employee's base salary, exclusive of all premium and other pays, each employee shall receive a Longevity Pay increase added to the employee's base salary of two percent un compounded for each year of service beginning with the tenth year of service through the sixteenth year of service for a maximum total of up to 12 percent above base salary.
- 8.02 Management and Confidential employees who have completed 19 years of public agency service are eligible for Longevity Pay under the following conditions:
- A. The employee must have completed his/her initial probationary period, or must have completed one year of service with the City of Redondo Beach; and
 - B. The employee must be in a classification not designated as an Executive Level position.

In addition to an employee's base salary, exclusive of all premiums and other pays, each employee meeting all the criteria shall receive a Longevity Pay increase added to the employee's base salary of two percent un compounded for each year of service beginning with the 20th year of service through the 25th year of service for a maximum total percentage of 12 percent above base pay.

- 8.03 The effective date of a Longevity Pay increase shall be the beginning of the pay period following the date of eligibility.

SECTION 9 - LONGEVITY PAY FOR FIRE DIVISION CHIEFS

- 9.01 Fire Division Chiefs who have completed 15 years of public agency service are eligible for Longevity Pay.
- 9.02 Fire Division Chiefs appointed before July 1, 2012 shall receive a Longevity Pay increase added to the employee's base salary, exclusive of all premiums and other pays, of two percent un compounded at the completion of 15 years of public agency service.
- 9.03 Fire Division Chiefs appointed on or after July 1, 2012 shall receive a Longevity Pay increase added to the employee's base salary, exclusive of all premiums and other pays, of two percent un compounded at the completion of 15 years of public agency service.
- 9.04 Beginning with the 20th year of public agency service, Fire Division Chiefs appointed before July 1, 2012 shall receive an additional Longevity Pay increase added to the employee's base salary of two percent un compounded for each year of service through the 25th year of public agency service for a maximum of 14 percent above base salary.

- 9.05 Beginning with the 20th year of public agency service, Fire Division Chiefs appointed on or after July 1, 2012 shall receive an additional Longevity Pay increase added to the employee's base salary of two percent un compounded for each year of service through the 25th year of public agency service for a maximum of twelve percent above base salary.
- 9.06 The effective date of a Longevity Pay increase shall be the beginning of the pay period following the date of eligibility.
- 9.07 Longevity Pay is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571 (a) (1) of the PERS regulations.

SECTION 10 - EDUCATIONAL INCENTIVE PAY FOR FIRE DIVISION CHIEFS

- 10.01 Education incentive pay earned under this section is compensation earnable within the meaning Section 20636 of the California Government code and section 571 (a) (4) of the PERS regulations.
- 10.02 Upon completion of the education requirements Fire Division Chiefs are eligible to achieve the following levels of education incentive bonus pay in addition to their base salary:

COLLEGE DEGREE	BONUS
Associates	3%
Bachelors	6%
Masters or EFO*	8%

*Graduation from the National Fire Academy Executive Fire Officer Program.

CERTIFICATE	BONUS
FF II/EMT or EMT-P	3%
Driver Operator (1A & 1B)	1%
Fire Officer	3%
Chief Officer	3%

College Degree Bonus Pay shall only be paid for degrees obtained through accredited colleges or universities. Human Resources must certify that the institution meets the accreditation requirements.

The maximum College Degree Bonus Pay is eight percent of base salary. The maximum Certificate Bonus Pay is 10 percent of base salary. The combined maximum College Degree Bonus Pay and Certificate Bonus Pay an employee can earn is 18 percent of base salary.

SECTION 11 - DEFERRED COMPENSATION

- 11.01 Employees are eligible to participate in the City contracted 457 deferred compensation plan to the limits imposed by law and/or the plan. Effective December 27, 2014 the City shall contribute one half of one percent (0.5%) of the employee's hourly rate of pay into the Plan for all enrolled Management and Confidential employees.
- 11.02 Executive Level employees who have completed 10 years of public agency service shall defer Longevity Pay as provided for in Section 8.01 in a City contracted 401a deferred compensation plan at a rate of two percent of the base pay un-compounded for each year of eligibility up to six years, for a total of 12 percent of base pay.

SECTION 12 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 12.01 Each employee is eligible to receive up to a maximum \$1,500 per year for the reimbursement of professional development expenses. Reimbursement is available for job related: academic courses; training; license exams and fees; certifications; and membership dues for professional organizations. Employees are allowed up to \$500 of the maximum \$1,500 benefit (per employee), to use towards fitness and/or health programs (i.e., gym membership, stop smoking programs, with weight loss programs etc.). Requests for reimbursement must be approved in advance by the employee's supervisor and the City Manager or designee. Employees shall not be paid salary for attending such courses, training or exams.

SECTION 13 - COMPUTER LOAN PROGRAM

- 13.01 Each employee is eligible to participate in the City of Redondo Beach Loan Program for Employee Purchase of a Personal Computer.

SECTION 14 - SEVERANCE

- 14.01 The City Manager may terminate the employment of department head Executive Level employees at any time for any reason. When employment of a department head Executive Level employee who was appointed to his/her position on or after July 1, 2012 is terminated without cause, the City shall owe the terminated department head Executive Level employee an amount (less applicable State and Federal taxes) equal to the monetary value of three months base salary. The City shall also continue for three months for the date of termination, full employee health insurance benefits for the department head Executive Level employee and his/her dependents.
- 14.02 Notwithstanding any provision of this Plan to the contrary, the City Manager may terminate the employment of department head Executive Level appointed to his/her position on or after July 1, 2012 with payment of the severance described above under any of the following circumstances:
- A. If the City Manager determines the termination is for cause, including: neglect of duty; dishonesty involving employment; being under the influence or alcohol or intoxicating drugs during normal working hours; absence without leave; conviction of a crime or conduct constituting a violation of State law which renders it more difficult for the employee to deliver public service or brings discredit to the City;

SECTION 2 - OPTIONAL PERS CONTRACT PROVISIONS

Optional Benefits - Tier I Miscellaneous, Local Firefighter and Local Police Officers Members

2.01 The City shall provide the following optional PERS contract provisions to Tier I Miscellaneous, Local Firefighter and Local Police Officer members:

- A. Basic Level of 1959 Survivor Benefits for Miscellaneous Members only (§21571) not covered by Social Security.
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service Statutes of 1974 for Local Police Officer Members only (§21024).
- D. Military Service Credit as Public Service Statutes of 1976 for Local Miscellaneous Members and Local Firefighter Members only (§21024).
- E. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

- F. Fourth Level of 1959 Survivor Benefits for Local Firefighter and Police Officer Members only (§21574).
- G. One-Year Final Compensation (§20042).
- H. Employer Paid Member Contributions as Compensation (EPMC) (§20692).

As set forth in Section 1, Article III, in accordance with Government Code Section 20691, the City has elected to pay the presently required normal member contribution to PERS for eligible employees covered by this Resolution.

As allowed by Section 20692, during the employee's final compensation period, the City shall stop paying the employee's contribution and, instead, shall increase the pay rate of the employee by an amount equal to the normal contribution previously paid by the City as provided by Section 1.03, 1.11, and 1.17 of this Article.

- I. Pre-Retirement Optional Settlement 2 Death Benefit for Local Firefighter and Police Officer Members only (§21548).

Optional Benefits - Tier II Miscellaneous Member Benefits

2.02 The City shall provide the following optional PERS contract provisions to employees participating in the Tier II Miscellaneous Membership benefit plan:

- A. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

Except as expressly provided in this Section 2.02, no other CalPERS optional benefits shall be available to employees participating in the Tier II Miscellaneous Member benefit plan.

Optional Benefits - Tier II Local Firefighter Plan

2.03 The City shall provide the following optional PERS contract provisions to employees participating in the Tier II Local Firefighter benefit plan:

- A. Fourth Level of 1959 Survivor Benefits (§21574).
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service (§21024).
- D. One-year Final Compensation (§20042).
- E. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

- F. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

Optional Benefits - Tier III Local Firefighter Plan

2.04 The City shall provide the following optional PERS contract provisions to employees participating in the Tier II Local Firefighter benefit plan:

- A. Fourth Level of 1959 Survivor Benefits (§21574).
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service (§21024).
- D. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

The formula for employees in a sick leave plan defined by Article V, Section 2 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

E. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

Except as expressly provided in this Section 2.04, no other CalPERS optional benefits shall be available to employees participating in the Tier III Local Firefighter Membership benefit plan.

Optional Benefits - Tier II Local Police Officer Plan

2.05 The City shall provide receive the same optional benefits as those contained in the Tier I Local Police Officer Membership benefit plan to employees participating in the Tier II Local Police Officer Membership benefit plan, except that a Tier II employee's final compensation shall be calculated using the three-year average method. The option of calculating an employee's benefits based on a one-year final compensation period (Government Code Section 20042) shall not be available under the Tier II Local Police Officer Membership benefit plan.

Optional Benefits - Tier III Local Police Officer Plan

2.06 The City shall provide the following optional PERS contract provisions to employees participating in the Tier III Local Police Officer benefit plan:

- A. Fourth Level of 1959 Survivor Benefits (§21574).
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service (§21024).
- D. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

E. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

SECTION 3 - RETIREE MEDICAL INSURANCE BENEFITS

Tier I Retirees - Retirees Hired Before July 1, 2011 and Not Medicare-Age Eligible

3.01 For each retiree hired before July 1, 2011 ("Tier I Retiree"), the City shall make an "unequal" contribution of \$1 per month directly to CalPERS. The City's mandated contribution for each annuitant shall be increased annually to an amount equal to the number of years that the City has been enrolled with PEHMCA multiplied by 5% of the current Employer Minimum Contribution for Employees, until the contribution for retirees equals the contribution paid for employees, in compliance with Government Code section 22892(c). This amount is referred to as the "Employer Minimum Contribution for Retirees." In combination with this unequal contribution, the City will also pay the Tier I Retiree the difference between the Employer Minimum Contribution for Retirees and the employee-only monthly flexible spending allowance for active employees, as outlined in Article IV, Section 1.01 ("Tier I Retiree Differential Payment"). This benefit shall be provided to only a Tier I Retiree who meets all of the following criteria:

- A. Must have a minimum of five years full-time service with the City; and,
- B. Must retire with CalPERS within 120 days of separation from service with the City; and,
- C. Must have completed a minimum of 20 years full-time verifiable service in a public agency at the time of their separation from the City.

When a Tier I retiree becomes eligible to enroll in the Federal Medicare program and/or any Medicare Supplement plans the Tier I Retiree will not be entitled to the Tier I Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier I retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier I retiree selecting any such option.

Employees hired on or after July 1, 2011, are not eligible to receive benefits under this Section. However, the City Manager shall have the option to authorize benefits under this section for the Police Chief and Fire Chief positions, irrespective of their hire date.

Tier II Retirees - Retirees Hired On or After July 1, 2011 and Not Medicare-Age Eligible

3.02 For employees hired on or after July 1, 2011 ("Tier II Retirees"), the City's contribution towards medical premium rates, if any shall be determined as follows:

The Employer Minimum Contribution for Retirees, plus the differential payment applicable to the Tier II Retiree as follows (collectively, "Tier II Retiree Differential Payment"):

- A. For Tier II Retirees who retire with 10 years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 25% of the Tier I Retiree Differential Payment as outlined in Section 3.01;

- B. For Tier II Retirees who retire with 15 years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 50% of the Tier I Retiree Differential Payment as outlined in Section 3.01;
- C. For Tier II Retirees who retire with 20 years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 75 % of the Tier I Retiree Differential Payment as outlined in Section 3.01;
- D. For Tier II Retirees who retire with 25 or more years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 100 % of the Tier I Retiree Differential Payment as outlined in Section 3.01.

When a Tier II Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier II Retiree will not be entitled to any Tier II Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier II Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier II Retiree selecting any such option. When the Tier II Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or any Tier II Retiree Differential Payment

The benefits provided under this Section shall only be offered through the City to Tier II Retirees who meet all of the following criteria:

- 1. The employee must retire and begin receiving pension benefits from CalPERS within 120 days of separation (either through a service retirement or a disability retirement);
- 2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City;
- 3. Individuals must ensure continuity of coverage through City insurance plans. Termination of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution under this section. Once the City's obligation to provide benefits is terminated, the City shall have no future obligation to provide a retiree with further benefits under this section above the minimum amounts required by law.

3.03 Retirees That Are Medicare-Age Eligible

Beginning with the transition to the PERS Health program, and for retirees that are eligible to enroll in the Federal Medicare program or any Medicare supplemental programs ("Medicare-Eligible Retirees"), the City shall make the Employer Minimum Contribution for Retirees. The City's obligation to make mandatory contributions on behalf of Medicare-eligible retirees shall be limited to the minimum contribution required by law, and only for so long as the City contracts with CalPERS for medical insurance.

The premium cost for any additional insurance coverage selected by the Medicare-Eligible Retirees, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Medicare-Eligible Retiree selecting any such option. When the Medicare-Eligible Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees.

SECTION 4 - RETIREE MEDICAL INSURANCE FOR FIRE DIVISION CHIEFS

4.01 The City shall, for an employee who qualifies for the above benefit and chooses to enroll in the HMO medical plan, pay up to the Blue Shield HMO rate each month toward the cost of the employee and their spouse's HMO premium.

The HMO medical plan benefits for retired members and their spouses shall be equal to HMO medical plan benefits afforded active members.

Fire Division Chiefs who were not employed with the City as Fire Captain, Deputy Harbor Master/Boat Captain, or Fire Engineer immediately prior to promotion to Fire Division Chief and are appointed on or after July 1, 2011, are not eligible to receive benefits under this Section and will receive benefits under Section 3.

ARTICLE IV. INSURANCE BENEFITS

SECTION 1 - MEDICAL BENEFITS

1.01 The City shall contract with the California Public Employees' Retirement System (PERS) for medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as 1) an enrolled employee and eligible dependents, 2) an enrolled retiree and eligible dependents or 3) a surviving annuitant. The PEMHCA statutory minimum for 2021 is \$143 per month, and changes each year in accordance with Government Code section 22892(b) ("Employer Minimum Contribution for Employee"). Eligible new hires will be covered under this program on the first day of the month following enrollment.

In addition, the City has implemented a flexible spending cafeteria plan ("Cafeteria Plan") in accordance with Internal Revenue Code Section 125 for all active employees. The following health care benefits shall be offered through the Cafeteria Plan: medical, dental (with orthodontia), and vision insurance. Employees participating in the Cafeteria Plan shall receive a monthly flexible spending allowance ("Monthly Allowance") to purchase benefits offered under the Cafeteria Plan. The Monthly Allowances shall be awarded to employees who enroll in the PERS health plan as follows:

Effective January 1, 2021:

EMPLOYEE	EMPLOYEE + 1	FAMILY
\$ 1,000	\$ 1,350	\$ 1,650

Effective January 1, 2022:

EMPLOYEE	EMPLOYEE + 1	FAMILY
\$ 1,200	\$ 1,500	\$ 1,850

Each participating employee shall pay the Employer Minimum Contribution for Employee and the employee's remaining portion of the premium ("Employee Contribution") from the Employee's Monthly Allowance. The Employer Minimum Contribution for Employee and the Employee Contribution together comprise the "Total Mandatory Medical Contribution." After the Total Mandatory Medical Contribution has been made, the employee has the option (a) to waive the other benefits and have the excess Monthly Allowance converted to taxable income or (b) to purchase the other supplementary products. If premiums and/or costs for the selected benefits exceed the Monthly Allowance, the balance will be paid by the employee through an automatic pre-tax payroll deduction, as permitted under Internal Revenue Code Section 125.

Although the Employer Minimum Contribution for Employee may increase as a matter of law, the Monthly Allowance will not increase.

- 1.02 As an added benefit, the City shall pay the cost of life insurance, accidental death and dismemberment insurance, and employee assistance plan premiums for each employee.

SECTION 2 – OPT OUT

Employees may elect to not participate in the PERS Health Plan medical insurance coverage and therefore "Opt Out" of PERS Health insurance coverage. Upon proof of other qualifying group coverage, unit employees may elect to waive PERS Health insurance and receive the monthly flexible spending allowance for which they are eligible (Employee, Employee+1, or Family) to purchase other items in Cafeteria Plan or convert this allowance to taxable income. Effective January 12, 2021, the monthly flexible spending allowance "opt out" amount is frozen at \$800 per month for Employee, \$1,150 per month for Employee Plus One, and \$1,450 per month for Family, based upon eligibility.

The opt-out option will not be provided and shall not be used for the purpose of purchasing either an individual health plan or insurance on the ACA exchange. Such alternative insurance must provide minimum essential health coverage pursuant to the U.S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternative coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

Employees wishing to subsequently re-enroll in the PERS Health plan may only do so during the open enrollment period, unless a qualifying event occurs.

ARTICLE V. SICK LEAVE BENEFITS

SECTION 1 - SICK LEAVE ACCRUAL PLAN

- 1.01 Employees shall be eligible to accrue eight hours of sick leave per month up to a maximum of 2,080 hours over his/her entire career with the City.
- 1.02 An employee who suffers a serious injury or illness may utilize a long-term disability sick leave bank 2,080 non-replenishing hours that shall be available for use following a 30 day qualifying period. During the qualifying period, such employee may use accrued sick leave, vacation leave, holiday leave, authorized professional time, or any other paid leave to provide salary continuation. Any long term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.
- 1.03 The City Manager may require sick leave verification without prior written notice at any time during a sick leave absence.
- 1.04 Accrued sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury.
- 1.05 No employee shall be entitled to use accrued sick leave or long-term disability sick leave to defer the effective date of a disability retirement. This provision shall be construed as a local rule and regulation within the meaning of Section 21025.2 of the Government Code as it now exists or may hereafter be amended.
- 1.06 Fire Division Chiefs, who are assigned to work a 24-hour shift, may accrue a maximum of 130 shifts (3,120 hours) of sick leave with full pay that may be accrued at a rate of six shifts (144 hours) per year based on continuous full-time employment. Such employees who are assigned to work a 4/10, 5/8 or other schedules, may accrue a maximum 2,080 hours of sick leave with full pay that may be accrued at a rate of one day per month for each month of full-time employment up to the maximum limit per year not to exceed 120 hours.
- 1.07 The sick leave plan set forth in this Section shall supersede and make null and void any and all conflicting provision of the Redondo Beach Municipal Code, Section 2-3.514 (d) related to limits of sick leave with pay.

SECTION 2 - FAMILY SICK LEAVE PROGRAM

- 2.01 For family sick leave as defined by State law, each employee may use, in any one fiscal year, 96 hours of Sick Leave or Long Term Disability leave bank, or 50% of his or her annual accrued Sick Leave, whichever is greater.

The leave benefit provided for in this Subsection shall supersede the Emergency Family Sick Leave benefit described in Section 2-3.515 of the Redondo Beach Municipal Code.

- 2.02 The City agrees to allow employees to pre-designate and substitute other family members for those persons defined as immediate family. The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase paid

leave opportunities, but rather to recognize variations in family structure (e.g., substitute a stepmother for mother)

- 2.03 Immediate family shall mean father, mother, father-in-law, mother-in-law, brother, sister, spouse, domestic partner, child, legal dependent, grandparent or grandchild.

ARTICLE VI. HOLIDAYS, VACATION AND OTHER LEAVE BENEFITS

SECTION 1 - HOLIDAYS

- 1.01 The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving
9. The day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

December 22, 27 and 28, 2021, December 22, 27 and 28 2022, and December 22, 27, and 28, 2023 (hereinafter referred to as the "Additional December Holidays") shall be additional paid holidays.

If a holiday falls on a day when the employee's workplace is normally open, the holiday shall be observed on that day. If a holiday falls on a day when the employee's workplace is normally closed, the holiday shall generally be observed on the nearest day when the employee's workplace is open. For example, if a holiday falls on a Friday when City Hall is normally closed for business, the preceding Thursday will be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Days observed as a holiday are Observed Holidays.

- 1.02 Departments or Divisions with seven day and/or 24-hour work schedule requirements may schedule holidays on days other than the actual holiday with approval of the City Manager. At the end of each calendar year, any unused holidays shall be converted to vacation leave and subject to the provisions of vacation leave.
- 1.03 Fire Division Chiefs shall earn 144 hours of Holiday Leave per completed calendar year of employment with the City as Fire Division Chief.

SECTION 2 - VACATION

2.01 Except as otherwise provided in this Section, employees shall accrue vacation as follows:

YEARS OF SERVICE COMPLETED	ANNUAL ACCRUAL RATE	MAXIMUM ACCRUAL
1 through 5	96 hours	240 hours
6 through 14	128 hours	320 hours
15 or more	168 hours	400 hours

2.02 Employees assigned to the position of Fire Division Chief shall accrue vacation as follows:

YEARS OF SERVICE COMPLETED	ANNUAL ACCRUAL RATE	MAXIMUM ACCRUAL
1 through 5	135 hours	270 hours
6 or more	216 hours	400 hours

2.03 Executive Level and Executive Level department head employees appointed to his/her position before July 1, 2012 may accrue vacation up to a maximum equal to their accrual for the preceding three year period.

2.04 Executive Level department head employees appointed to his/her position on or after July 1, 2012 accrue vacation as detailed in Section 2.01.

2.05 It is the City's policy that vacation shall be used annually. Should any employee not use vacation, accrual will cease at the maximum accrual set forth above until vacation is used to bring the employee's balance below the minimum. At no time shall an employee be entitled to accrue vacation in excess of the maximum.

2.06 Employees may cash out up to a maximum of 60 hours of accrued vacation per fiscal year. Employees may cash out once or twice per fiscal year, but in no event shall the cash out exceed 60 hours in a fiscal year.

2.07 At the discretion of the City Manager, employees who are hired from another public agency may be credited with time served in other public agencies as years of service completed for purposes of establishing their vacation accrual rate.

2.08 At the discretion of the City Manager, Executive Level employees may be credited with or allowed to accrue vacation at any level as outlined in 2.01 above.

SECTION 3 - AUTHORIZED PROFESSIONAL TIME (APT)

3.01 The City Manager may grant time off with pay, not to exceed 124 hours per calendar year for Executive Level employees; 88 hours per calendar year for Management and Confidential employees; and 72 hours per calendar year for Fire Division Chiefs, in the form of Authorized Professional Time to those employees who are exempt from the payment of overtime and who regularly work extra hours, attend evening meetings, and/or are required to participate in job related weekend activities or functions for which they do not receive paid overtime. The actual number of days an employee may be granted shall be determined by the City Manager. Effective January 1, 2021 and in relation to the ongoing Covid-19 emergency, employees will be allowed a one-time carry over of a maximum of 27 hours of unused APT time from calendar year 2020 into calendar year 2021. The City recognizes that APT time is use it or lose it. All APT time earned in 2021 (including that which is carried over from 2020) must be used by the last pay period in December 2021 or it will be forfeited.

SECTION 4 - RETIREMENT HEALTH SAVINGS PLAN

4.01 The City offers a retirement health savings (RHS) Plan. This employer-sponsored health benefit savings vehicle allows employees to accumulate assets to pay for medical expense for the employee, spouse, and/or dependents (e.g., health insurance and prescriptions) upon retirement on a tax-free basis.

4.02 Employees participate in the RHS plan as follows:

- A. Upon Separation/Retirement: deposit of value of accrued vacation hours in excess of 120 hours to the RHS plan.
- B. Regular Contribution of Vacation: when employee reaches 144 hours of accrued vacation, a mandatory contribution of vacation will be made per the following schedule:

YEARS OF SERVICE	HOURS PER PAY PERIOD	HOURS ANNUALLY
1-5	1.0	26
6-14	1.5	39
15-19	2.0	52
20+	3.0	78

SECTION 5 - BEREAVEMENT LEAVE

5.01 Each employee shall receive 27 hours of bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's parent, grandparent, child, step-child, grand-child, spouse, domestic partner, legal dependent, sister or brother or with approval by Human Resources, a substitute family member for a person defined above.

ARTICLE VII. OTHER MATTERS

SECTION 1 - PROBATIONARY PERIOD

- 1.01 An employee appointed to a position in the Classified Service shall serve a probationary period of 12 months. An employee absent from work for any reason, for more than 160 hours during their probationary period shall have their probationary period extended for the number of hours that equals the total hours absent from work. For example, an employee absent 161 hours during their probationary period shall serve an additional 161 hours before successfully completing their probationary period.

SECTION 2 - OUTSIDE EMPLOYMENT

- 2.01 An employee shall not be employed by an employer other than the City, nor shall he/she contract for or accept anything of value in return for services provided, nor shall he/she otherwise be self-employed for remuneration, without the written approval of the City Manager. The City Manager has sole discretion with respect to any employee request for outside employment, and his/her decision to approve or not approve outside employment is final.

An employee seeking permission to perform outside employment shall apply in writing to the City Manager on the form provided by the City. If outside employment is initially approved, such approval may be revoked, provided that the employee shall receive at least 14 days advance notice in writing of such revocation.

SECTION 3 - DIRECT DEPOSIT

- 3.01 All employees shall be required to receive their pay through the City's direct deposit pay system.

SECTION 4 - SAVINGS CLAUSE

- 4.01 The provisions of the Resolution are declared to be severable and if any article, section, subsection, sentence, clause or phrase contained herein shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, subsections, sentences, clauses or phrases of this Resolution, but they shall remain in full force and effect. It is the intent of the City this Resolution stand notwithstanding the invalidity of any part hereof.

SECTION 5 - IMPLEMENTATION AND DURATION

- 5.01 Except as otherwise provided herein, this Resolution shall be in full force and effect beginning September 7, 2021 and shall remain in full force and effect until amended, repealed or superseded by action of the City Council.

EXHIBIT B

FORM OF SEVERANCE AGREEMENT AND RELEASE

PARTIES. The parties (“**Parties**”) to this Agreement of Settlement, Compromise, and General Release (“**Agreement**”) are Mike Witzansky (“**Witzansky**”) and the City of Redondo Beach (“**City**”).

1.0 **RECITALS.**

- 1.1 On November 16, 2021 (the “**Employment Commencement Date**”), the City and Witzansky entered into a written at will employment agreement (“**Employment Agreement**”). The original employment agreement and all amendments are collectively attached as Exhibit 1.1 (the “**Employment Agreement**”).
- 1.2 Pursuant to the Employment Agreement, Witzansky has been employed by the City on a full-time basis from and since the Employment Commencement Date. The period between the Employment Commencement Date the Employment Termination Date is referred to as the “**Employment**”.
- 1.3 This Agreement is made to amicably resolve all matters between Witzansky and the City regarding Witzansky’s employment and the cessation of said employment pursuant to Section 3(B) of the Employment Agreement. The City and Witzansky understand and agree that a material purpose of this Agreement is to resolve any disputes and claims arising from or relating to Witzansky’s employment with the City, if any, and provide for a separation payment for Witzansky.
- 1.4 The City’s action triggers certain severance obligations more specifically described in the Employment Agreement (collectively, the “**Severance Obligations**”).

2.0. **AGREEMENT.** Based upon the forgoing Recitals, which are fully incorporated into the terms and conditions set forth below, and in further consideration for the covenants, conditions and releases contained herein, each of the parties agree as follows:

- 2.1. **Waiver of Due Process and Hearing Rights.** As a material and indispensable condition of this Agreement, Witzansky represents he has been fully advised by legal counsel of his own choosing of all of his Due Process and Hearing Rights, including, but not limited to, his right to have the City’s decision to terminate Employment without Cause: (A) occur in a public hearing; (B) specific statutory and constitutional rights afforded public employees related to pre and post-deprivation due process, including any public or private hearings; (C) a public hearing pursuant to *Lubey v. City and County of San Francisco*, 98 Cal.App.3d 340 (1979), or any similar type of name-clearing proceeding or process; (D) any other public employment property pre- or post-deprivation due process rights or hearings; or (E) any other public employment liberty pre- or post-deprivation due process rights or hearings.

2.4. Consideration for Compromise and Release. Provided Witzansky does not (A) revoke this Agreement pursuant to section 2.5(c) below, and (B) is otherwise in full and complete compliance with each material term hereof, in consideration for the full, complete, absolute, and general release of the City and the Releasees (as defined below), the City shall pay to Witzansky the applicable Severance Obligations, in the amount and manner, set forth in Section 3(G) of the Employment Agreement.

2.5. Waiver and Release of Claims.

- (a) Witzansky irrevocably releases the City, and any of its representatives, insurers, re-insurers, agents, officers, current or former employees, elected officials and attorneys, including any and all of the City's Mayors and City Council members (collectively, "**Releasees**"), from any and all claims, demands, and causes of action that may exist or may have existed as of the date of execution of this Agreement, including but not limited to claims for personal injury, emotional distress, violation of civil rights, violation of due process, failure to take any action, any omission from taking action, any action taken, breach of contract, wrongful termination, discrimination or harassment based on age, gender, race, or any other protected classification, or any other claims arising under state or federal law. Provided, however, the above release shall not apply to claims that Witzansky may have under any Workers Compensation claim. The above release shall not apply to claims that arise out of or relate to a breach of either party's obligations under this Agreement, or to claims that cannot be released or waived under applicable law. The release shall not apply to the City's obligation to Indemnify and Defend Witzansky against any claims, demands or causes of action against Witzansky that are pursuant to the Indemnification and Duty to Defend Section (Section 11) of the Employment Agreement.
- (b) Witzansky expressly acknowledges that the City has advised him of his right to consult with an attorney of his choosing prior to his execution of this Agreement, and Witzansky has done so. Witzansky has been granted twenty-one (21) days to consider this Agreement and decide whether to execute this Agreement, although he may choose to execute this Agreement prior to the expiration of the twenty-one (21) day period. If Witzansky executes this Agreement prior to the expiration of the twenty-one (21) day period, he acknowledges that he does so voluntarily and after having had the opportunity to consult with an attorney.
- (c) Witzansky may revoke this Agreement at any time within seven (7) days of his execution of the Agreement ("**Revocation Period**"). Witzansky may revoke this Agreement by delivering his revocation, in writing, to Michael Webb, City Attorney, City of Redondo Beach, 415 S. Diamond Street, Redondo Beach, CA 90277. From and after the Effective Date of this Agreement, and unless Witzansky exercises the revocation right set forth in this subsection, this Agreement shall be fully binding and enforceable.

- (d) The City irrevocably releases Witzansky, and any of his heirs, estate and attorneys, (collectively, "Witzansky Releasees"), from any and all claims, demands, and causes of action that arose during the course and scope of the discharge of his duties and during his Employment.

2.6 No Other Claims.

- (a) Witzansky represents and warrants that he has not filed any complaints, charges, or lawsuits against the City or Releasees, with any governmental agency or court. Witzansky agrees that as a material part of the consideration for this Agreement, and included in the release of all claims, are any rights or claims Witzansky may, or could, have asserted. This expressed representation and warranty is a material, essential, and indispensable condition of this Agreement.
- (b) If any complaints, charges, or lawsuits have been filed, or are filed in the future that are related to any claims released herein, the parties shall take all steps necessary to effectuate a dismissal of such complaints, charges, or lawsuits with prejudice.
- (c) Except for such claims as may arise from a breach of this Agreement, Witzansky agrees that he will not file against the City or Releasees any complaints, charges, or lawsuits (or appeals therefrom), regarding claims released herein, with any governmental agency or court at any time hereafter. If any such agency or court assumes jurisdiction over any such complaints, charges, or lawsuits against the City or Releasees, Witzansky will request such agency or court to immediately withdraw from, dismiss, or otherwise close the matter.

2.7. Confidentiality.

- (a) Except (1) where disclosure is ordered by a court of competent jurisdiction, or (2) disclosure is required or permitted by law, or (3) permitted under the provisions of Section 2.11, or (4) required to be disclosed to attorneys, tax advisors, accountants, or state or federal administrative bodies to lawfully report the payment or receipt of consideration paid under this Agreement, or to support any position taken on federal or state tax return under actual audit or litigation, (5) the Press Release, (6) to Witzansky's immediate family, or (7) required to be disclosed to support a position taken in action to enforce the terms of the Agreement (collectively, "**Permitted Disclosure**"), Witzansky and the City agree to keep and maintain the terms of this Agreement, this settlement, and any and all actions of the City related to this Agreement, as strictly confidential. In the event the City receives a request under state or federal freedom of information laws, legal counsel for Witzansky will be advised of such request. Witzansky will have sole responsibility to challenge any such request, and any such challenge shall be done at his sole and exclusive cost.

- (b) Except for a Permitted Disclosure, each party may provide no more information regarding settlement of claims between Witzansky and the City than, in substance, as follows: "The matter was resolved. I'm not permitted to speak further on the issue."
 - (c) Beyond anything contained within the Letter of Recommendation or the Press Release, prospective employers, other than a law enforcement agency conducting a background check on Witzansky shall be told only of Witzansky's dates of employment, his position at the time of his retirement and that he was granted a service retirement. No other information shall be provided, except with a signed written release by Witzansky expressly stating specifically what information the City may release. Law enforcement agencies conducting background checks will be entitled to any information normally entitled to in conducting background checks, notwithstanding anything to the contrary in this Agreement.
- 2.8. Tax Reporting. Witzansky shall be solely responsible to report and pay any tax liability that may result from any payment and shall indemnify and hold the City and the Releasees harmless from any and all taxes, penalties, fees, costs, claims, or losses associated therewith.
- 2.9. Knowing and Intelligent Release. Each party represents that he/it has fully discussed all aspects of this Agreement with legal counsel of his/its own choosing, that he/it has read and fully understands the scope and effect of all provisions of this Agreement, that he/it has taken as much time as he/it needs for full consideration of the Agreement, that he/it understands that this Agreement releases all claims, both known and unknown against the other party, that he/it is voluntarily entering into this Agreement, and that he/it has the capacity to enter into the Agreement.
- 2.10. Compromise. This Agreement constitutes a compromise settlement agreement of disputed claims. Neither party admits any of the allegations made against it, and specifically denies each said allegation. Neither this Agreement nor any consideration provided hereunder shall be deemed an admission of liability or responsibility by any of the parties.
- 2.11. Knowing and Voluntary Waiver of Future Assertion of Claims. Each party understands that there is a risk that each and every injury may not now be known, and that such claimed injuries, whether known or unknown, might progressively become worse and that as a result thereof, further damages may be sustained. Nevertheless, each party desires to fully and forever release and discharge the other, and understands that by the execution of this Agreement, no further claims for such alleged injuries may ever be asserted.

Each party specifically waives the benefits of the provisions of Section 1542 of the California Civil Code and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Said Section reads as follows:

A general release does not extend to claims which the creditor or releasing party does not know or

suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the provisions of Section 1542, and for the purposes of implementing a full, final, and complete release of all parties, each party expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims that one party does not know or suspect to exist in favor of the other.

3.0 **REPRESENTATIONS AND WARRANTIES**. Each party hereto further represents, warrants, and agrees as follows:

- 3.1 **Legal Advice**. Each party hereto has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided herein, or has been advised to seek out such counsel, with respect to the advisability of executing this Agreement, release of claims, and with respect to the meaning of the operation of California Civil Code Section 1542.
- 3.2 **No Reliance**. No party or officer, agent, employee, representative, or attorney of any party has made any statement or representation to any of the parties regarding any fact derived upon and entering into this Agreement, and each party does not rely upon any statement, representation, or promise of the other party or of any officer, agent, employee, representative, or attorney for the other party, in executing this Agreement, or in making a settlement provided for herein, except as expressly stated in this Agreement.
- 3.3 **Investigation**. Each party to this Agreement has made such investigation of facts pertaining to the settlement and this Agreement, and of all the matters pertaining thereto as it deems necessary.
- 3.4 **No Assignment**. None of the parties herein assigned, transferred, granted, or purported to assign, transfer, or grant, any of the claims or demands disposed of by this Agreement.
- 3.5 **Contractual Terms**. Each term of this Agreement is contractual and not merely a recital.
- 3.6 **Additional Facts**. Each party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties to fully, finally, and forever settle and release all such matters, and all claims related thereto, which do now exist, may exist, or should therefore have existed between them. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

- 3.7 Additional Documents. The parties shall execute all further and additional documents as is reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.
- 3.8 Authority. Each individual executing this Agreement for or on behalf of the City warrants and represents that he or she has all requisite authority to bind the City in accordance with the terms of this Agreement.
- 3.9. Approval by City Council. Witzansky acknowledges that irrespective of his signature on this Agreement, all terms are subject to approval by the City Council. Until and unless it is so approved, the Agreement has no force or effect.

4.0 MISCELLANEOUS.

- 4.1 Applicable Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
- 4.2 Arbitration.
- (a) Any dispute arising under the Agreement shall be settled by final and binding arbitration by JAMS, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of arbitration, and of the arbitrator, shall be paid exclusively by City. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party, in addition to any other relief that may be granted.
 - (b) The arbitration will take place in the County of Los Angeles in the State of California. Each party waives any objections it may have to such venue for reason of personal or subject matter jurisdiction and *forum non conveniens*.
- 4.3 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and, if not revoked in the Revocation Period as provided herein, supersedes all prior and contemporaneous oral or written agreements and discussions related to its subject matter. This Agreement may be amended only by agreement in writing.
- 4.4 Successors in Interest. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, assigns, spouses, children, heirs, and successors in interest. Each party shall indemnify and hold harmless the other from any claims, lawsuits, judgments, and damages of any nature whatsoever asserted by any individual or entity, whether or not a signatory to this Agreement, which are asserted against the other and which are released by the terms of this Agreement.

- 4.5 Attorneys' Fees and Costs. Each party shall bear their own attorneys' fees and costs related to the Employment, or the negotiation and execution of this Agreement.
- 4.6 Counterparts. This Agreement may be executed in counterparts, all of which shall be an original for all purposes. Facsimile signatures shall be deemed to have the same force and effect as original signatures.
- 4.7 Effective Date of this Agreement. For purposes of reference, the Effective Date of this Agreement is _____, provided that it is approved by the City Council on such date, irrespective of the date actually executed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the Effective Date of the Agreement, set forth above.

Mike Witzansky

William C. Brand, Mayor

ATTEST:

Eleanor Manzano, City Clerk, CMC

APPROVED AS FORM:

Michael W. Webb, City Attorney



Administrative Report

J.1., File # 25-0004

Meeting Date: 1/7/2025

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 24-1908

Meeting Date: 1/7/2025

To: MAYOR AND CITY COUNCIL

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO THE REDONDO BEACH MUNICIPAL CODE TO STREAMLINE APPLICATIONS FOR ELECTRIC VEHICLE CHARGING STATIONS CONSISTENT WITH CALIFORNIA ASSEMBLY BILL 1236

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3286-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, AMENDING THE REDONDO BEACH MUNICIPAL CODE BY ADDING CHAPTER 28 - ELECTRIC VEHICLE CHARGING STATIONS TO TITLE 9, TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS FOR INTRODUCTION AND FIRST READING

EXECUTIVE SUMMARY

The State of California adopted Assembly Bill (AB) 1236 (2015, Chiu, codified as Government Code Section 65850.7), which requires local jurisdictions to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle (EV) charging stations. An EV charging station is defined as any level of electric vehicle supply equipment station that delivers electricity from a source outside an electric vehicle to a plug-in electric vehicle. The proposed Ordinance is intended to bring Title 9 into compliance with State legislation regarding the expediting and streamlining procedures for EV charging stations.

In recent years, the State has passed legislation intended to streamline applications related to energy efficiency (i.e., solar, EV charging) and housing, which have had an effect on the operations in the Community Development Department (CDD). To meet these new streamlining requirements, the CDD has been working on refining its procedures and enhancing the use of technology to improve customer service and reduce lengthy permit review times. Additionally, the CDD recently completed an Organizational Assessment, conducted by a third-party consultant, to identify operational challenges and strategies for Department improvement. The Assessment will be presented to the City Council on February 4, 2025 and will include an overview of the recommendations made in the consultant's report and the actions the Department is taking to improve overall service.

BACKGROUND

AB 1236 was adopted on October 8, 2015 and amended Government Code Section 65850.7 to require jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of EV charging stations. Assembly Bill 1236 also clarifies that a jurisdiction shall not condition approval of a permit for an electric vehicle charging

station based on the approval of an association as defined in California Civil Code, Section 4080.

The draft Ordinance includes installation standards for EV Charging systems and requires that the Chief Building Official make a checklist available to the public identifying all requirements necessary in order for proposed EV charging systems to be eligible for expedited review. The Chief Building Official has created a checklist which contains objective requirements for the installation of an EV charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to provide the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, and circuit rating of the electric vehicle supply equipment.

The Draft Ordinance specifies that the application shall be administratively reviewed by the Chief Building Official as a nondiscretionary permit. However, in accordance with state law, it includes a provision noting that the Chief Building Official, in consultation with the Community Development Director, may require an applicant to apply for a Conditional Use Permit (CUP) if it is found, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon public health and safety. The decision to require a CUP may be appealed by the applicant to the Planning Commission.

The Ordinance involves updates and revisions to existing regulations, and it can be seen with certainty that the text amendments will have no significant negative effect on the environment, per CEQA Guidelines, Section 15061(b)(3). The Ordinance also involves the potential installation of solar energy systems, which are exempt under Section 21080.35 of the Public Resources Code.

COORDINATION

Staff coordinated preparation of the Ordinance with the City Attorney's Office. The major provisions of the City's drafted Ordinance mirror the template Ordinance recommended by the State of California.

FISCAL IMPACT

There is no fiscal impact associated with this item. The proposed Ordinance will help expedite the review of EV charging stations and will provide clearer information to the public regarding contemporary installation standards.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Ord - No. 3286-25 Amending Title 9, Chapter 28 of The Redondo Beach Municipal Code to Provide an Expedited, Streamlined Permitting Process for Electric Vehicle Charging Stations
- EV Charging Station Checklist

ORDINANCE NO. 3286-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE REDONDO BEACH MUNICIPAL CODE BY ADDING CHAPTER 28 - ELECTRIC VEHICLE CHARGING STATIONS TO TITLE 9, TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, Assembly Bill 1236 imposes new requirements for cities, specifically adding Section 65850.7 to the Government Code, requiring cities to adopt by ordinance an expedited permitting process for electric vehicle charging stations; and,

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City' s reliance on environmentally damaging fossil fuels; and,

WHEREAS, The Redondo Beach City Council seeks to implement Assembly Bill 1236 and further support State policy by adopting this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT. Chapter 28, Electric Vehicle Charging Stations is hereby added to Title 9 of the Redondo Beach Municipal Code and shall read as follows:

“Chapter 28 ELECTRIC VEHICLE CHARGING STATIONS

9-28.01 Purpose.

The purpose of this chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations.

9-28.02 Definitions.

For the purpose of this Article, words and terms used in this Article shall have the meanings set forth in this Section. Where terms are not defined in this Section and are defined elsewhere in this Code, or the Building Code, such terms shall have the meanings ascribed to them in such codes. The terns, phrases, and words used in this chapter shall be construed in compliance with the definitions set forth by California Government Code Section 65850. 7.

“Electric Vehicle Charging Station” means any level of electric vehicle supply equipment station that is designed and built-in compliance with article 625 of the

California Electrical Code and delivers electricity from a source outside an electric vehicle into a plug-in vehicle.

“Electronic Submittal” means the utilization of one or more of either electronic mail, the internet, or facsimile.

“Feasible Method to Satisfactorily Mitigate or Avoid the Specific Adverse Impact” includes, but is not limited to, any cost-effective method, condition or mitigation imposed by the City on another similarly situated application in a prior successful application for a similar permit.

“Specific Adverse Impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

9-28.03 Applicability.

This chapter applies to the permitting of all electric vehicle charging systems in the City. Electric vehicle charging systems legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

9-28.04 Electric Vehicle Charging System Requirements.

A. All electric vehicle charging systems shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission regarding safety and reliability.

B. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

C. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

9-28.05 Duties of The City's Chief Building Official.

A. All documents required for submission of an electric vehicle charging system application shall be made publicly available on the City's website.

B. The Chief Building Official shall make available to the public a checklist of all requirements with which electric vehicle charging systems shall comply to be eligible for expedited review.

C. The electric vehicle charging system permit process and checklist shall substantially conform to recommendations contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist contained in the Zero-Emission Vehicles in California: Community Readiness Guidebook adopted by the Governor's Office of Planning and Research.

D. The Chief Building Official shall allow the electronic submittal of the electric vehicle charging station application.

9-28.06 Permit Review Requirements.

A. Review of the permit application shall be limited to the Chief Building Official's review of whether the application meets local, State and Federal health and safety requirements. The application shall be administratively reviewed by the Chief Building Official as a nondiscretionary permit.

B. The City shall not condition approval of an application on the approval of an association, as that term is defined by Civil Code section 4080.

C. An application for an electric vehicle charging station shall be deemed complete and the permit available for issuance, when the Chief Building Official determines that the application satisfies all the requirements found in the checklist.

D. If an application is deemed incomplete, a written plan check correction notice will be available to the applicant within ten (10) working days, detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be given to the applicant for resubmission.

E. The Chief Building Official, in consultation with the Community Development Director, may require an applicant to apply for a conditional use permit if the Chief Building Official finds, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health and safety. The Chief Building Official's decision to require a conditional use permit may be appealed by the applicant to the Planning Commission pursuant to Section 10-2.2506 of this code.

F. If a conditional use permit is required, the application for the conditional use permit may be denied if the Planning Commission makes written findings, based upon substantial evidence in the record, that the proposed installation would have a specific, adverse impact upon the public health or safety and there is no feasible method to

satisfactorily mitigate or avoid the specific, adverse impact. Such findings shall include the basis for the rejection of potential feasible alternatives for preventing the specific, adverse impact. Such decisions may be appealed to the City Council pursuant to Section 10-2.2506 of this code.”

SECTION 2. ENVIRONMENTAL DETERMINATION. The City Council exercises its independent judgment and finds that this ordinance is exempt from environmental review. First, the ordinance involves updates and revisions to existing regulations, and it can be seen with certainty that the text amendments will have no significant negative effect on the environment, per CEQA Guidelines, Section 15061(b)(3). Second, this ordinance involves the potential installation of solar energy systems, which are exempt under Section 21080.35 of the Public Resources Code.

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, 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 14th day of January, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, 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 Ordinance No. 3286-25 was introduced at a regular meeting of the City Council held on the 7th day of January, 2025 and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 14th day of January, 2025, and there after signed and approved by the Mayor and attested by the City Clerk, and that said ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



**City of Redondo Beach
Community Development, Building Division**

415 Diamond Street, Redondo Beach, CA 90277
Phone: (310) 318-0636 | E-mail: BuildingRedondo@redondo.org
Website: www.redondo.org

**SUBMITTAL REQUIREMENTS CHECKLIST
ELECTRIC VEHICLE CHARGING STATIONS (EVCS)**

Job Address:	Permit No.:
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TYPE OF ELECTRICAL VEHICLE CHARGING STATION (please check one)		
Check One	Type of Charging Station(s) Proposed	Power Levels (proposed circuit rating)
<input type="checkbox"/>	Level 1	110/120 volt alternating current (VAC) at 15 or 20 Amps
<input type="checkbox"/>	Level 2 - 3.3 kilowatt (kW) (low)	208/240 VAC at 20 or 30 Amps
<input type="checkbox"/>	Level 2 - 6.6kW (medium)	208/240 VAC at 40 Amps
<input type="checkbox"/>	Level 2 - 9.6kW (high)	208/240 VAC at 50 Amps
<input type="checkbox"/>	Level 2 - 19.2kW (highest)	208/240 VAC at 100 Amps
<input type="checkbox"/>	DC Fast Charging	440 or 480 VAC
<input type="checkbox"/>	Other (Specify and provide details):	

GENERAL INFORMATION
<ol style="list-style-type: none"> This document outlines the <u>minimum submittal requirements</u> for construction documents intended for building permit application. Non-residential projects require a licensed design professional to be responsible for the construction documents, see "Plan Preparer" section for required statement. Free access to the California Codes is available through https://www.dgs.ca.gov/BSC/Codes#@ViewBag.JumpTo. The Building Division will conduct the plan review and inspections for EVCS installations. Planning Division approval is not required for EVCS installations unless the Building Official determines the proposed EVCS will have a specific adverse impact on public health or safety. Accepted methods of payment for required fees: Mastercard®, VISA®, check, or cash. Plan check review comments will be made available to the applicant in a timely manner. Once comments have been addressed and satisfactorily resolved, the building permit may be issued. If you have any questions regarding submittal requirements, please call the City of Redondo Beach Building Division line at 310-318-0636 or visit us at www.redondo.org.

BASIC SUBMITTAL REQUIREMENTS CHECKLIST <i>The following items are required at time of application</i>	
<input type="checkbox"/>	A completed City of Redondo Beach Permit Application via City's online Permit Portal at following link Redondo Beach Permit Portal
<input type="checkbox"/>	A copy of this checklist must be completed and submitted to the Building Division at the time of Building Permit Application. *An explanation for any checklist item not completed or met is required and shall be identified with N/A where not applicable. *Reference sheet #'s are required to identify where checklist items can be located on the plan set.
<input type="checkbox"/>	Upload a complete set of plans into the portal for the proposed EVCS (24" x 36" preferred plan size, 11"x 17" minimum plan size; 1/4" = 1'-0" minimum scale, 9 pt. Arial or equal font size or 1/8" minimum neatly hand-printed lettering). Plan submittals shall include, but not be limited to: 1) A Title Page 2) A Site Plan 3) An Electrical Plan 4) An Electrical Load Calculation 5) All Electrical Equipment and Installation Details incorporated into the plans
<input type="checkbox"/>	Upload EVCS Manufacturer Installation Details, Listing, and Specifications (see comment above, incorporate into plan set)
<input type="checkbox"/>	Upload an Electrical Service Load Calculation, and incorporate the load calculation within the plan set (for Level 2 or other)
<input type="checkbox"/>	An electrical single-line diagram showing how the EVCS will be integrated into the electrical system (panel/busbar capacity, circuit breaker sizes, location of EVCS breaker, wire type, number, sizing, and length, etc.) shall be provided within the plan set

IN-DEPTH SUBMITTAL REQUIREMENTS CHECKLIST

- Use this in-depth submittal requirements checklist, and the supplemental information below, for preparation and submittal of plans. Specific requirements and level of detail will depend on the extent, nature, and complexity of the proposed work.
- All applicable checklist items must be specified on the plans, accompanied by this checklist.

<input type="checkbox"/>	<p>1. Plans specify (and locate) all applicable levels of charging station proposed (please identify below as well)</p> <ul style="list-style-type: none"> • Level 1: 110/120 volt alternating current (VAC) at 15 or 20 Amps • Level 2 – 3.3 kilowatt (kW) (low): 208/240 VAC at 20 or 30 Amps • Level 2 – 6.6kW (medium): 208/240 VAC at 40 Amps • Level 2 – 9.6kW (high): 208/240 VAC at 50 Amps • Level 2 – 19.2kW (highest): 208/240 VAC at 100 Amps • DC Fast Charging: 440 or 480 VAC • Other (Specify and provide details):
<input type="checkbox"/>	<p>2. General Requirements:</p> <ul style="list-style-type: none"> • Plans and details are drawn to scale, minimum 1/4" = 1' and the scale is identified on the plan sheets. Site plans may be at a smaller scale, use a scale that shows in clear detail
<input type="checkbox"/>	<ul style="list-style-type: none"> • Plans are on a paper size not less than 11"x17" (24"x36" preferred)
<input type="checkbox"/>	<ul style="list-style-type: none"> • Plans are oriented in landscape orientation
<input type="checkbox"/>	<ul style="list-style-type: none"> • Plans shall have information printed that is clear and legible
<input type="checkbox"/>	<p>3. The Title Page includes the following information:</p> <ul style="list-style-type: none"> • The address of the property • The name, address, email address, and phone number of the property owner • The name, address, email address, phone number, and license number of the person responsible for the EVCS system design • All codes (with appropriate version/year) applicable to the project • "Specification stating plans shall meet all the requirements of the California Electrical Code and Article 625" • Narrative description/scope of the proposed work • Note on plan where applicable: Per CA <u>Government Code, Section 65850.7 (h)</u>, EVCS Permits are not subject to HOA approval as defined in Section 4080 of the CA Civil Code
<input type="checkbox"/>	<p>4. The Site Plan includes the following information:</p> <ul style="list-style-type: none"> • Use (occupancy) and location (with regards to site boundaries and other structures) of on-site structures • North arrow • Dimensioned parking improvements, driveways, accessibility upgrades, etc. • Location and setbacks of Electric Vehicle Charging Station (EVCS) equipment, main electric service panel, disconnects, and overcurrent protection locations • Underground conduit materials, locations, lengths, sizes, and routing • Location of additional meters, if applicable • The mounting height for the charging coupling (the connector) and the operable controls. NOTE: If installed indoors, the electric vehicle charging coupling shall be located between 18" and 48" above the finished floor. If installed outdoors, the electric vehicle charging coupling shall be located between 24" and 48" above finished grade. (California Electrical Code (CEC) 625.50 and CBC 11B-309). <i>Where specifically marked, the installation instructions of the listed equipment shall be enforced.</i> • All site-related accessibility requirements prescribed by CA Building Code (CBC) Sections 11B-228 and 11B-812 (shown and fully specified). NOTE: <i>Applicable to commercial facilities, public and common use areas, public accommodations, and public housing as defined in the CA Building Code.</i> • Details/specifications for all other proposed site-related work. • Parking spaces <ul style="list-style-type: none"> • Total number of existing parking spaces: _____ • Total number of parking spaces to be removed: _____ • Total number of proposed EVCS: _____ • Landscape, including trees proposed to be removed • Easement locations

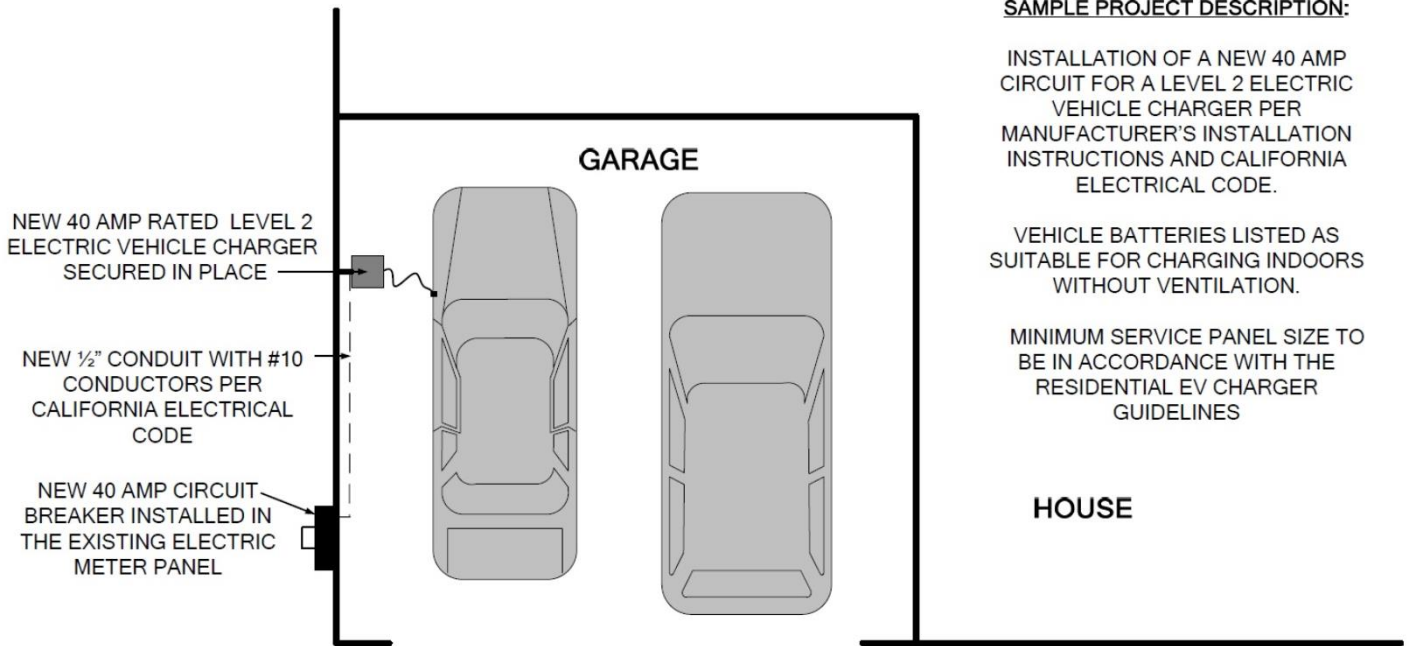
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>A. Compliance with the current California Green Building Standards Code (CGBSC):</p> <ol style="list-style-type: none"> 1. Do the plans demonstrate conformance with CGBSC Table 5.106.5.3.3 for the minimum required number of charging spaces, and clearly demonstrated on the plan? _____ 2. Do the construction plans comply with the design requirements set forth in CGBSC 5.106.5.3.1 for single charging spaces or CGBSC 5.106.5.3.2 or for multiple charging spaces? _____ <p>B. Compliance with the current California Building Code 11A and 11B for accessibility features:</p> <ol style="list-style-type: none"> 1. Do the plans identify the correct number and type of accessible EVCS stalls required in accordance with Table 11B-228.3.2.1? _____ 2. Do the plans detail compliance with the accessible EVCS features required by 11B-812? _____
	<p>5. The Electrical Plan includes the following information:</p> <ul style="list-style-type: none"> • The location of the proposed EVCS equipment, wiring, supply equipment, and any other electrical equipment connected to the proposed system • <i>Electrical equipment shall be installed in existing electrical rooms show location on plans</i> • The main service conductors [and equipment for the protection of the electrical service (disconnecting means, overcurrent protection, etc.)], shall be installed in accordance with CEC Article 230 • The annular spaces around pipes, electric cables, conduits, or other openings at exterior walls shall be protected against the passage of rodents • All applicable electrical-plan-related requirements of CEC Article 625 • All applicable electrical-plan-related accessibility requirements prescribed by California Building Code (CBC) Sections 11B-228 and 11B-812 (detailed/ fully specified – <u>general references to code sections are insufficient</u>) NOTE: <i>Applicable to commercial facilities, public and common use areas, public accommodations, and public housing as defined in the CA Building Code.</i>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>6. The Manufacturer’s Listing, Installation Details, and Specifications include the following information:</p> <ul style="list-style-type: none"> • The certified listings of the proposed electrical equipment (EVCS, panels, inverters, etc.) (EVCS should be per UL 2202/UL 2200) • The listing shows the EVCS is suitable for the proposed location (indoor/outdoor) • Structural and electrical installation details
<input type="checkbox"/>	<p>7. The Electrical Service Load Calculations include the following information:</p> <ul style="list-style-type: none"> • Demand and sizing of the electrical service panel pursuant to CA Electrical Code (CEC) Article 220. NOTE: <i>Make sure to include 125% of the EV charging station load in the calculation.</i>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>8. The Single-Line Electrical Diagram includes the following information:</p> <ul style="list-style-type: none"> • EVCS supply equipment • Size of the overcurrent device (circuit breaker) supplying the EVCS • Conductor and conduit sizes, types, and locations/routing (within framing, mounted to structures, underground, etc.) • Size (ampacity and voltage) of the main electric panel, distribution panels (sub-panels), overcurrent protection, disconnects, additional meters, and EVCS equipment (CEC 220) • Sizes of the service entrance conductors • All equipment labeling requirements per CEC 625.15 • The EVCS equipment disconnecting means shall be identified with a durable label stating, “Emergency Power Off – Electric Vehicle Charging Station” (CEC 110.22)
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>9. Potential Additional Required Information:</p> <ul style="list-style-type: none"> • If the Electrical Load Calculations indicate a panel upgrade is needed, clearly indicate (on the plans and the application) that the panel is new (rather than existing) • If the EVCS equipment is listed for charging electrical vehicles that require ventilation for indoor charging, a Mechanical Plan specifying all the ventilation requirements prescribed by CEC 625.52 is to be included with the permit application typical of projects utilizing battery charging for electrical forklifts, trucks, etc. • If the project site is located within a 100-year flood hazard zone, the EVCS equipment shall be elevated a minimum of 12” above the base flood elevation per ASME 24-7 section 7. The base flood elevation must be determined, and an elevation certificate submitted, by a licensed land surveyor (or civil engineer as applicable). • If the EV charging equipment is rated more than 60 amps, or more than 150V to ground, specify the

□	disconnecting means to be lockable in an open position, and to be installed in a readily accessible location (CEC 625.43)
□	<ul style="list-style-type: none"> If trenching is proposed, provide a trenching detail showing compliance with the minimum cover requirements pursuant to CEC 300.5. NOTE: <i>Trenching for electrical feeders from structure to electrical equipment must comply with CEC 225 and Table 300.5</i>
□	<ul style="list-style-type: none"> If vehicle impact protection for EVCS equipment is required, locate and detail the physical protection (such as a bollard) (CEC 110.27 (B)) NOTE: <i>Physical protection from damage is often a 4" diameter steel pipe filled with concrete, a minimum of 40" above the finished floor/grade, installed in a footing measuring 15" in diameter and 3' deep. (CFC 312)</i>
□	<ul style="list-style-type: none"> If the EVCS is installed in a building containing an R3 (residential) occupancy, specify the location for all required smoke and carbon monoxide alarms within the dwelling(s). (CBC 907.2.11, CBC 915, CRC R314 and CRC R315).
□	<ul style="list-style-type: none"> For <u>newly constructed</u> hotels, motels, lodging houses, dwellings, condominiums, shelters, congregate residences, employee housing, factory-built housing, and other types of dwellings containing sleeping accommodations, CALGreen requirements (including Tier 1) apply.
□	<ul style="list-style-type: none"> For <u>newly constructed</u> nonresidential buildings, CALGreen requirements (including Tier 1) apply.
□	<ul style="list-style-type: none"> For public and common use areas, public accommodations, commercial facilities, and public housing (as defined in the CA Building Code), review the California Building Code (CBC) for additional accessibility requirements.
□	<p>Some sections that may apply: 11B-202.4 (Path of Travel), 11B-228.3 (Electric Vehicle Charging Stations), 11B-302 (Floor or Ground Surfaces), 11B-303 (Changes in Level), 11B-305 (Clear Floor Ground Space), 11B-308 (Reach Ranges), 11B-309 (Operable Parts), 11B-402 (Accessible Route), 11B-703.3 (Braille), 11B-703.7 (Symbols of Accessibility), 11B-703.7.2.1 (International Symbol of Accessibility), 11B-707.2 (Clear Floor or Ground Space), 11B-707.3 (Operable Parts), 11B-707.7.2 (Characters), 11B-707.9(Point-of-Sale Devices), 11B-812 (Electric Vehicle Charging Stations).</p>

PLAN PREPARER	
<i>Electrical plans shall be completed, stamped, and signed by a California Licensed Electrical, or if design-build, by a C-10 electrical contractor.</i>	
<i>In accordance with CBC Chapter 11B Accessibility requirements, the designated California Registered Design Professional is responsible for including the following statement on the Title Page/Cover Sheet:</i>	
<i>"As the registered California Design Professional overseeing this project, I confirm that I have conducted a site visit and verified that the proposed Electric Vehicle Charging Station (EVCS) location complies with accessibility standards. This includes ensuring a maximum slope of 2% in all directions serving the EVCS space and access aisle. Additionally, an accessible route without abrupt changes in level exceeding 1/2" beveled at a 1:2 slope is provided from the EVCS to the facility entrance. Any non-compliance issues identified will be addressed by bringing the design in line with the accessibility requirements outlined in CBC Chapter 11B and demonstrated within this plan set."</i>	
Project Address:	
Name of Person Completing the Checklist (Print):	Signature:
Engineer or Contractor's License Number and Type:	

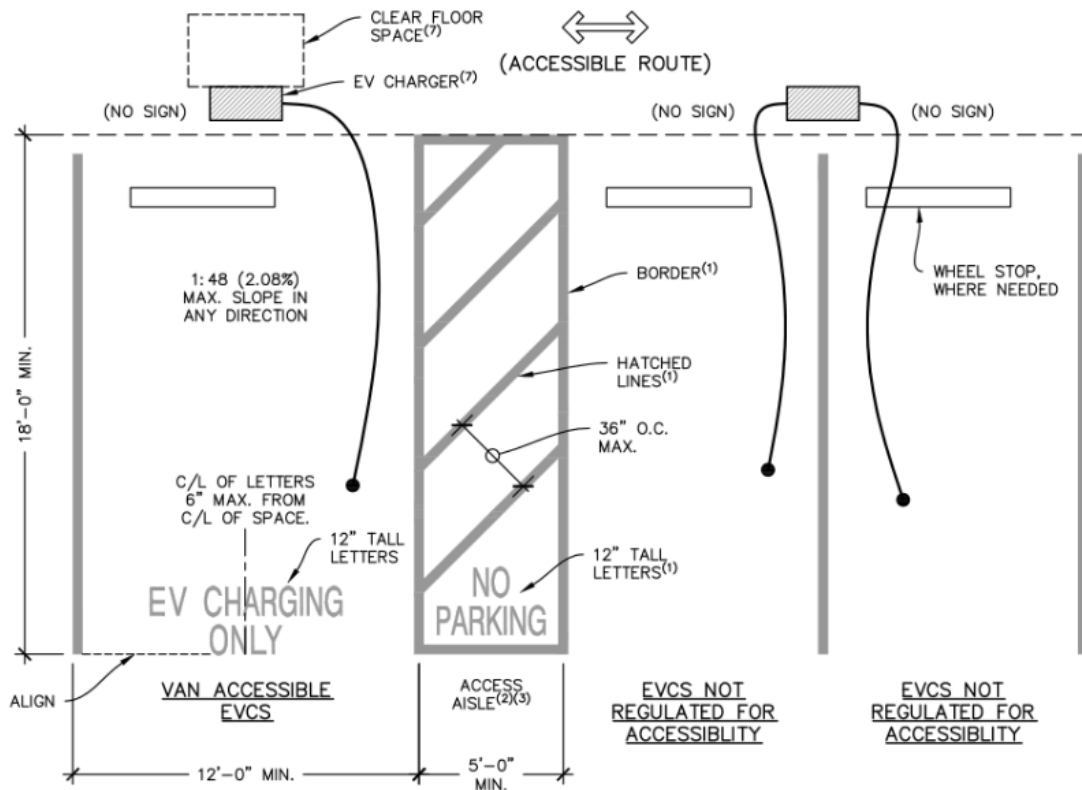
INSPECTION
Once all permits to construct the EVCS have been issued the system must be inspected. On-site inspections shall be scheduled within the CTS Permit Portal by the permit holder.
Permit holders must provide the inspector with a printed set of the Building Division Approved Plans, on the job site at the time of inspection.
The permittee must be prepared to show conformance with all technical requirements in the field at the time of inspection. The inspector will verify that the installation is in conformance with applicable code requirements and the Building Division Approved Plans.
ADDITIONAL INFORMATION
For additional information regarding this permit process, please contact the Building Division at BuildingRedondo@redondo.org .

**SAMPLE RESIDENTIAL ELECTRICAL PLAN
FOR LEVEL 2 ELECTRIC VEHICLE CHARGER CIRCUIT INSTALLATION**



EVCS INSTALLATION EXAMPLE (1 TO 4 SPACES)

No ISA (International Symbol of Accessibility – blue placard) required, accessible EVCS available to all.

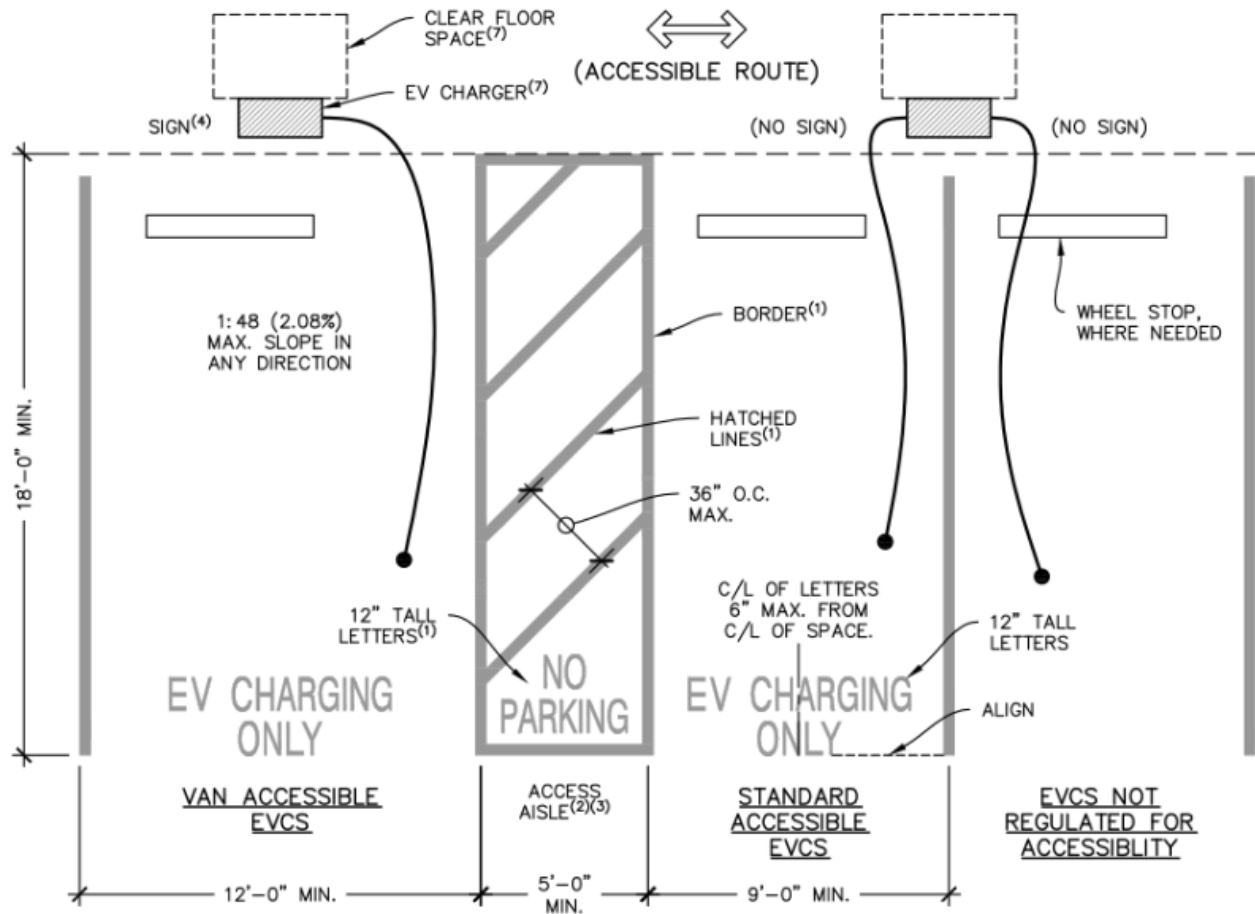


ELECTRIC VEHICLE CHARGING STATION (1 - 4 SPACES)

1. THE COLOR OF BORDER LINES, HATCHED LINES, AND LETTERS SHALL CONTRAST THE SURFACE OF THE ACCESS AISLE. THE BLUE COLOR REQUIRED FOR ACCESSIBLE PARKING SHALL NOT BE USED, EXCEPT WHERE ACCESSIBLE EVCS AND PARKING SPACES SHARE A COMMON ACCESS AISLE.
2. ACCESS AISLES SHALL BE AT THE SAME LEVEL AS THE VEHICLE SPACE THEY SERVE AND SHALL NOT OVERLAP THE VEHICULAR WAY. ACCESS AISLES SHALL NOT HAVE CHANGES IN LEVEL OR SLOPES EXCEEDING 1:48 (2.08%).
3. ACCESS AISLES SHALL BE ON THE PASSENGER SIDE OF VAN ACCESSIBLE SPACES. WHERE FOUR OR FEWER TOTAL EVCS ARE PROVIDED IN A FACILITY, THE ACCESS AISLE FOR NON-ANGLED VAN ACCESSIBLE SPACES MAY BE LOCATED ON EITHER SIDE OF THE VEHICLE SPACE. ACCESS AISLES ARE PERMITTED ON EITHER SIDE OF STANDARD SPACES. ACCESS AISLES SHALL EXTEND THE FULL REQUIRED LENGTH OF THE SPACES THEY SERVE.
4. WHERE REQUIRED, SIGNS SHALL BE PERMANENTLY POSTED EITHER IMMEDIATELY ADJACENT TO THE VEHICLE SPACE OR WITHIN THE PROJECTED VEHICLE SPACE WIDTH AT THE HEAD END OF THE VEHICLE SPACE. SIGNS MAY ALSO BE PERMANENTLY POSTED ON A WALL AT THE INTERIOR END OF THE VEHICLE SPACE.
5. WHERE VEHICLE SPACES AND ACCESS AISLES ARE MARKED WITH LINES, MEASUREMENTS SHALL BE MADE TO THE CENTERLINE OF THE MARKINGS. WHEN NOT ADJACENT TO ANOTHER VEHICLE SPACE, PARKING SPACE, OR ACCESS AISLE, MEASUREMENTS MAY INCLUDE THE FULL WIDTH OF THE MARKING.
6. VEHICLE SPACES, ACCESS AISLES AND VEHICULAR ROUTES SERVING THEM SHALL PROVIDE A VERTICAL CLEARANCE OF 98" MINIMUM.
7. ALL EV CHARGERS SHALL HAVE ACCESSIBLE OPERABLE PARTS.

Example Image Courtesy of [acesstoolkit.com](https://www.accesstoolkit.com)

EVCS INSTALLATION EXAMPLE (5 TO 25 SPACES)

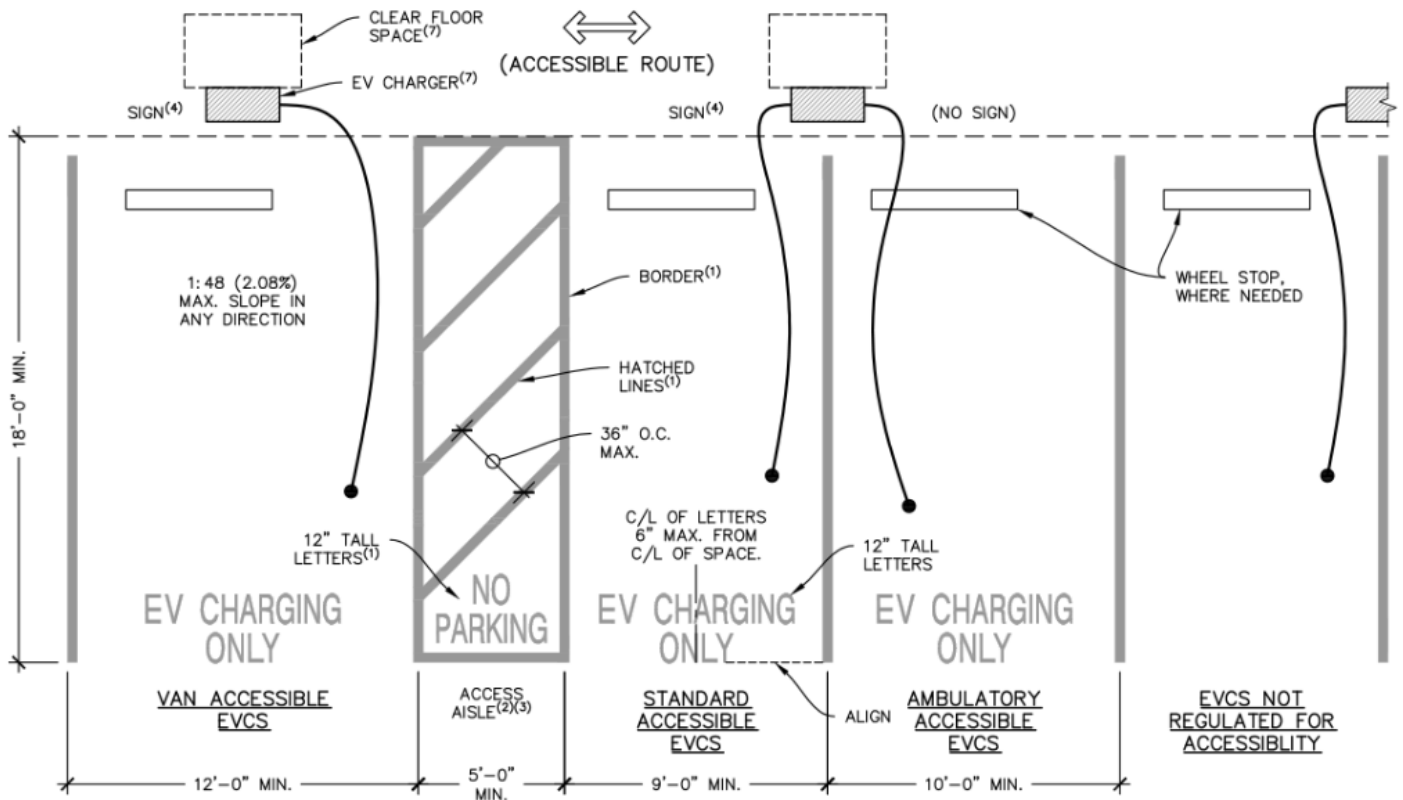


ELECTRIC VEHICLE CHARGING STATION (5 - 25 SPACES)

1. THE COLOR OF BORDER LINES, HATCHED LINES, AND LETTERS SHALL CONTRAST THE SURFACE OF THE ACCESS AISLE. THE BLUE COLOR REQUIRED FOR ACCESSIBLE PARKING SHALL NOT BE USED, EXCEPT WHERE ACCESSIBLE EVCS AND PARKING SPACES SHARE A COMMON ACCESS AISLE.
2. ACCESS AISLES SHALL BE AT THE SAME LEVEL AS THE VEHICLE SPACE THEY SERVE AND SHALL NOT OVERLAP THE VEHICULAR WAY. ACCESS AISLES SHALL NOT HAVE CHANGES IN LEVEL OR SLOPES EXCEEDING 1:48 (2.08%).
3. ACCESS AISLES SHALL BE ON THE PASSENGER SIDE OF VAN ACCESSIBLE SPACES. WHERE FOUR OR FEWER TOTAL EVCS ARE PROVIDED IN A FACILITY, THE ACCESS AISLE FOR NON-ANGLED VAN ACCESSIBLE SPACES MAY BE LOCATED ON EITHER SIDE OF THE VEHICLE SPACE. ACCESS AISLES ARE PERMITTED ON EITHER SIDE OF STANDARD SPACES. ACCESS AISLES SHALL EXTEND THE FULL REQUIRED LENGTH OF THE SPACES THEY SERVE.
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7. ALL EV CHARGERS SHALL HAVE ACCESSIBLE OPERABLE PARTS.

Example Image Courtesy of [accesstoolkit.com](https://www.accesstoolkit.com)

EVCS INSTALLATION EXAMPLE (26 TO 50 SPACES)



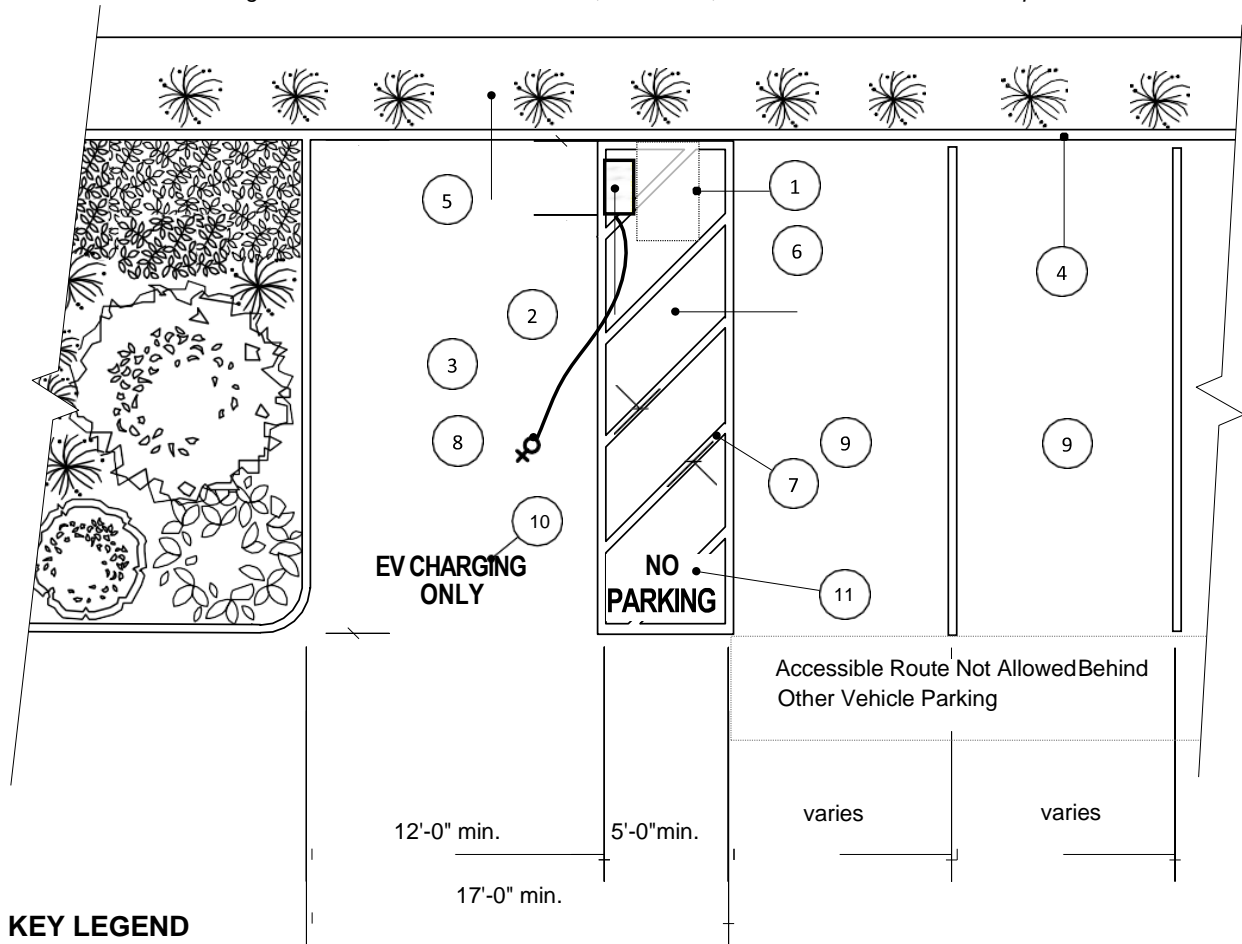
ELECTRIC VEHICLE CHARGING STATION (26 - 50 SPACES)

1. THE COLOR OF BORDER LINES, HATCHED LINES, AND LETTERS SHALL CONTRAST THE SURFACE OF THE ACCESS AISLE. THE BLUE COLOR REQUIRED FOR ACCESSIBLE PARKING SHALL NOT BE USED, EXCEPT WHERE ACCESSIBLE EVCS AND PARKING SPACES SHARE A COMMON ACCESS AISLE.
2. ACCESS AISLES SHALL BE AT THE SAME LEVEL AS THE VEHICLE SPACE THEY SERVE AND SHALL NOT OVERLAP THE VEHICULAR WAY. ACCESS AISLES SHALL NOT HAVE CHANGES IN LEVEL OR SLOPES EXCEEDING 1:48 (2.08%).
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7. ALL EV CHARGERS SHALL HAVE ACCESSIBLE OPERABLE PARTS.

Example Image Courtesy of [acesstoolkit.com](https://www.accesstoolkit.com)

SINGLE ELECTRIC VEHICLE CHARGING STATION CONFIGURATION FOR AN EXISTING COMMERCIAL FACILITY OR PUBLIC ACCOMMODATION

CA Building Code Sections 11B-202.4 No. 10, 11B-228.3, and 11B-812 for additional requirements.



KEY LEGEND

1. 30" x 48" clear floor space, 2% in all directions for parallel approach. CBC 11B-302, CBC 11B-812.3
2. EVCS coupling (nozzle/connector) and conductor
3. Reference Electric Vehicle Charging Station (EVCS) Scoping CBC 11B-228.3, Technical CBC 11B-812 for requirements, and Scoping CBC 11B-202.4 #10
4. Curb
5. No international Symbol of Accessibility (ISA) sign or "Van Accessible" sign is required. CBC 11B-802.8
6. 60" (5-foot) minimum width access aisle located on the passenger side of a van accessible EVCS and at the same level as the EVCS space it serves. CBC 11B-812.7
7. Contrasting border and 36" maximum on center diagonal hatched lines designation the access aisle. Access aisle borderlines and hatched lines for EVCS spaces shall not be blue. CBC 11B-812.7.2
8. 144" (12-foot) wide by 216" (18-foot) long van accessible EVCS space (ISA sign and "Van Accessible" sign not required). CBC 11B-812.6.1, CBC 11B-812.8
9. Parking space not regulated by CBC 11B-812.
10. 12" high "EV CHARGING ONLY" surface marking at the end of each EVCS space. CBC 11B-812.9
11. 12" high "NO PARKING" surface marking within the access aisle. CBC 11B-812.7.3

This detail is typically used when the accessible route continues into and through a parking lot. EVCS access aisles that serve a particular building or facility shall be located on an accessible route to an entrance. 11B-802.5