CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, September 16, 2025

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

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

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

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

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:
https://redondo.legistar.com/Calendar.aspx
*Click "In Progress" hyperlink under Video section of meeting

TO WATCH MEETING LIVE ON YOUTUBE:
https://www.youtube.com/c/CityofRedondoBeachIT

TO JOIN THE MEETING VIA ZOOM (FOR PUBLIC INTERESTED IN SPEAKING. OTHERWISE, PLEASE SEE ABOVE TO WATCH/LISTEN TO MEETING):
Register in advance for this meeting:
https://www.zoomgov.com/webinar/register/WN_EUCfpV6eQya3PYFTvssxfw
After registering, you will receive a confirmation email containing information about joining the meeting.
If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press *6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON THE WEBSITE AGENDA PAGE:
https://redondo.granicusideas.com/meetings
1) Public comments can be entered before and during the meeting.
2) Select a SPECIFIC AGENDA ITEM to enter your comment;
3) Public will be prompted to Sign-Up to create a free personal account (one-time) and then comments may be added to each Agenda item of interest.
4) Public comments entered into eComment (up to 2200 characters; equal to approximately 3 minutes of oral comments) will become part of the official meeting record.

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

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

A. CALL MEETING TO ORDER

B. ROLL CALL

C. SALUTE TO FLAG AND INVOCATION

D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

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

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

F. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association, Redondo Beach Police Management Unit; Redondo Beach Firefighters' Association and Management and Confidential Employee Group

F.2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54956.8.

AGENCY NEGOTIATORS:
Mike Witzansky, City Manager
Luke Smude, Assistant to the City Manager

PROPERTY:
3007 Vail Ave., Redondo Beach, CA 90278
(a portion of APN: 415-001-7931)
Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278
(APN: 415-803-3900)

715 Julia Ave, Redondo Beach, CA 90277
(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)
1935 Manhattan Beach Blvd., Redondo Beach, CA 90278
(APN: 404-900-8903)
807 Inglewood Ave., Redondo Beach, CA 90278
(a Portion of APN: 408-302-4900)
200 N. Pacific Coast Highway, Redondo Beach, CA 90277
(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:
Dr. Nicole Wesley, Superintendent
Redondo Beach Unified School District

UNDER NEGOTIATION:
Both Price and Terms

F.3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case

G. RECONVENE TO OPEN SESSION

H. ROLL CALL

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

J. ADJOURN TO REGULAR MEETING

6:00 PM - OPEN SESSION - REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. SALUTE TO THE FLAG AND INVOCATION

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/ AB 1234 TRAVEL EXPENSE REPORTS

D.1. MAYOR'S PROCLAMATION OF SEPTEMBER 15, 2025 TO OCTOBER 15, 2025 AS HISPANIC HERITAGE MONTH

E. APPROVE ORDER OF AGENDA

F. AGENCY RECESS

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

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

H. CONSENT CALENDAR

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

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF SEPTEMBER 16, 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. SEPTEMBER 2, 2025 REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30387-30400 IN THE AMOUNT OF $17,712.41, PD. 9/12/25
DIRECT DEPOSIT 300435-301073 IN THE AMOUNT OF $2,397,882.29, PD. 9/12/25
EFT/ACH $9,315.20, PD. 8/1/25 (PP2516)
EFT/ACH $9,315.20, PD. 8/15/25 (PP2517)
EFT/ACH $475,228.74, PD. 8/25/25 (PP2516)
EFT/ACH $485,453.77, PD. 9/8/25 (PP2517)

ACCOUNTS PAYABLE DEMANDS
CHECKS 121397-121635 IN THE AMOUNT OF $2,329,457.89

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE AN AGREEMENT WITH THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE FOR IMPLEMENTATION AND USE OF THE DA'S ELECTRONIC CHARGE EVALUATION REQUEST PORTAL (eCER) FOR ELECTRONIC SUBMITTAL OF CRIME REPORTS AND ASSOCIATED SUPPORTING DOCUMENTATION FOR THE EVALUATION OF POTENTIAL CRIMINAL CHARGES AT NO COST TO THE CITY FOR THE TERM SEPTEMBER 16, 2025 TO SEPTEMBER 15, 2030

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

2. APPROVE AN AMENDMENT TO THE AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR FALSE ALARM PERMIT MANAGEMENT AND FEE COLLECTION SERVICES, IN AN AMOUNT NOT TO EXCEED 16% OF THE FEES

COLLECTED, FOR THE INITAL TERM AUGUST 19, 2025 TO AUGUST 19, 2027, TO INSERT THE CITY'S STANDARD LIABILITY PROVISION

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

3. APPROVE AN AGREEMENT WITH NV5, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE SOUTHBOUND PACIFIC COAST HIGHWAY AT TORRANCE BOULEVARD PROJECT, JOB NO. 40800, IN AN AMOUNT NOT TO EXCEED $34,000, FOR THE TERM SEPTEMBER 17, 2025 TO SEPTEMBER 16, 2027 WITH TWO OPTIONAL ONE-YEAR RENEWALS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.6. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2509-068 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA APPROVING THE FILING OF A CLAIM WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR FISCAL YEAR 2025-26

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.7. APPROVE AN AGREEMENT WITH LOCALITY MEDIA, INC., DBA FIRST DUE, TO PROVIDE FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM SERVICES FOR A THREE-YEAR AMOUNT NOT TO EXCEED $70,406 AND THE TERM AUGUST 16, 2025 TO AUGUST 15, 2028

CONTACT: PATRICK BUTLER, FIRE CHIEF

H.8. APPROVE AN AGREEMENT WITH DIGITALEMS SOLUTIONS, INC. FOR ELECTRONIC PATIENT CARE REPORTING SERVICES FOR A THREE-YEAR AMOUNT NOT TO EXCEED $89,705 AND THE TERM SEPTEMBER 16, 2025 TO SEPTEMBER 30, 2028

CONTACT: PATRICK BUTLER, FIRE CHIEF

H.9. APPROVE AN AGREEMENT WITH STELLEN DESIGN LLC TO PROVIDE DESIGN ALTERNATIVES FOR UPDATING THE KING HARBOR GATEWAY SIGN FOR A COST NOT TO EXCEED $9,430

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.10. APPROVE AN AGREEMENT WITH SLATER WATERPROOFING, INC., A CALIFORNIA CORPORATION, FOR COMPLETION OF THE NORTH PIER PARKING STRUCTURE REPAIRS PROJECT, JOB NO. 70610, FOR AN AMOUNT NOT TO EXCEED $931,861 AND A TERM LASTING THROUGH FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY ENGINEER, WITH THE REPAIRS EXPECTED TO TAKE 45 WORKING DAYS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.11. APPROVE AN AGREEMENT WITH TORO ENTERPRISES, INC., A CALIFORNIA CORPORATION, IN AN AMOUNT NOT TO EXCEED $378,875, TO PERFORM CRITICAL SEWER AND STORM DRAIN REPAIRS AT VARIOUS LOCATIONS IN THE CITY FOR A TERM THROUGH SEPTEMBER 16, 2028

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.12. RECEIVE AND FILE A REPORT ON THE STATUS OF THE CITY'S GRANT APPLICATION TO THE CALIFORNIA COASTAL COMMISSION TO FUND A SEA LEVEL RISE ASSESSMENT FOR ALL PROPERTIES WITH A COASTAL ZONING DESIGNATION AS REQUIRED BY SB 272

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.13. APPROVE AN AMENDMENT TO THE LETTER OF ENGAGEMENT BETWEEN THE CITY OF REDONDO BEACH AND JL GROUP, LLC TO CONDUCT INDEPENDENT WORKPLACE INVESTIGATIONS ON AN AS-NEEDED BASIS

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.14. APPROVE THE ANNUAL AUDITED FINANCIAL REPORTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.15. APPROVE THE PURCHASE OF THREE EFLYN ELECTRONIC DISPLAYS FROM INSIGHT PUBLIC SECTOR FOR INSTALLATION AT THE REDONDO BEACH PIER AND INTERNATIONAL BOARDWALK IN AN AMOUNT NOT TO EXCEED $60,680

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

H.16. APPROVE AN AGREEMENT WITH CHOICE MEDIATION FOR AS-NEEDED DISPUTE RESOLUTION AND HEARING OFFICER SERVICES ON ADMINISTRATIVE MATTERS FOR THE CITY OF REDONDO BEACH FOR AN INITIAL TERM OF SEPTEMBER 17, 2025 THROUGH JUNE 30, 2026, WITH TWO ONE-YEAR RENEWAL OPTIONS, FOR A TOTAL COST NOT TO EXCEED $52,000, INCLUDING THE RENEWALS

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

H.17. RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY THE CITY COUNCIL ON JUNE 10, 2025

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

M.1. DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS AND VARIOUS REDONDO BEACH MUNICIPAL CODE SECTIONS PERTAINING TO CITY BOARDS AND COMMISSIONS

REVIEW AND PROVIDE DIRECTION ON THE DRAFT RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, INCLUDING UPDATES TO MEETING AGENDAS AND SCRIPTS FOR MEETING CHAIRS TO ADDRESS DISRUPTIONS TO PUBLIC MEETINGS

REVIEW AND PROVIDE DIRECTION ON DRAFT ORDINANCES TO UPDATE THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE UNIFORM REGULATIONS OF COMMISSIONS, PUBLIC WORKS AND SUSTAINABILITY COMMISSION, HARBOR COMMISSION, PLANNING COMMISSION, BUDGET AND FINANCE COMMISSION, CULTURAL ARTS COMMISSION, PUBLIC AMENITIES COMMISSION, AND HISTORIC RESOURCES PRESERVATION

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION ON ESTABLISHING A LEGISLATIVE ACTION PLATFORM FOR THE CITY OF REDONDO BEACH

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

N.2. DISCUSSION AND POSSIBLE ACTION ON THE CITY'S PREFERENTIAL PARKING PERMIT ORDINANCE

REVIEW AND PROVIDE DIRECTION ON POSSIBLE CHANGES TO THE ORDINANCE TO 1) ALLOW SEASONAL AND EVENT BASED PARKING PERMITS, 2) ADDRESS OUTDATED LANGUAGE IN THE ORDINANCE, AND 3) IMPROVE THE USEFULNESS AND ENFORCEABILITY OF THE CITY'S PREFERENTIAL PARKING PERMIT PROGRAM

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association, Redondo Beach Police Management Unit; Redondo Beach Firefighters' Association and Management and Confidential Employee Group

R.2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54956.8.

AGENCY NEGOTIATORS:
Mike Witzansky, City Manager
Luke Smude, Assistant to the City Manager

PROPERTY:
3007 Vail Ave., Redondo Beach, CA 90278
(a portion of APN: 415-001-7931)
Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278
(APN: 415-803-3900)
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1935 Manhattan Beach Blvd., Redondo Beach, CA 90278
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807 Inglewood Ave., Redondo Beach, CA 90278
(a Portion of APN: 408-302-4900)
200 N. Pacific Coast Highway, Redondo Beach, CA 90277
(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:
Dr. Nicole Wesley, Superintendent
Redondo Beach Unified School District

UNDER NEGOTIATION:
Both Price and Terms

R.3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case

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, October 7, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Administrative Report

R.1., **File #** 25-1289 **Meeting Date:** 9/16/2025

TITLE

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association, Redondo Beach Police Management Unit; Redondo Beach Firefighters' Association and Management and Confidential Employee Group

Administrative Report

R.2., **File #** 25-1290 **Meeting Date:** 9/16/2025

TITLE

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

AGENCY NEGOTIATORS:
Mike Witzansky, City Manager
Luke Smude, Assistant to the City Manager

PROPERTY:
3007 Vail Ave., Redondo Beach, CA 90278
(a portion of APN: 415-001-7931)
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(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:
Dr. Nicole Wesley, Superintendent
Redondo Beach Unified School District

UNDER NEGOTIATION:
Both Price and Terms

Administrative Report

F.3., **File #** 25-1300 **Meeting Date:** 9/16/2025

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

One potential case

Administrative Report

D.1., **File #** 25-1295 **Meeting Date:** 9/16/2025

TITLE

MAYOR'S PROCLAMATION OF SEPTEMBER 15, 2025 TO OCTOBER 15, 2025 AS HISPANIC HERITAGE MONTH

Administrative Report

G.1., **File #** 25-1279 **Meeting Date:** 9/16/2025

TITLE

For Blue Folder Documents Approved at the City Council Meeting

Administrative Report

H.1., **File #** 25-1280 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF SEPTEMBER 16, 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	September 16 2025	4:30 Closed Session 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk

Date: September 12, 2025

Administrative Report

H.2., **File #** 25-1281 **Meeting Date:** 9/16/2025

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 #** 25-1282 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. SEPTEMBER 2, 2025 REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk

Minutes
Redondo Beach City Council
Tuesday, September 2, 2025
Closed Session – Cancelled
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING - CANCELLED

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 6:03 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Mayor Light, Behrendt (arrived at 6:53 p.m.)
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Laura Diaz, Records Mgmt. Coordinator/ Sr. Deputy City Clerk

Mayor Light asked that any veterans or active duty military in the audience stand and be recognized for their service.

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Karen to lead in the salute to the flag.

Karen, 5th Grader at Alta Vista Elementary School, led in the salute to the flag.

Mayor Light asked all to remain standing for a moment of silent invocation.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL EXPENSE REPORTS

D.1. MAYOR'S COMMENDATION TO KUNIKO ISHIMOTO AND KAREN LEE, REDONDO BEACH AMBASSADORS TO SISTER CITY ITOMAN CITY, OKINAWA, JAPAN

Mayor Light provided some information regarding the visitors from the City's sister city, Itoman City in Okinawa, Japan; noted that the visitors from Japan could not have come without the help and translation from Kuniko Ishimoto and Karen Lee, ambassadors to Itoman City, Okinawa, Japan; presented commendations to Kuniko Ishimoto and Karen Lee.

D.2. CITY CLERK ELEANOR MANZANO TO ADMINISTER THE OATH OF OFFICE TO NEW CITY PROSECUTOR SYDNE MICHEL

City Clerk Manzano administered the Oath of Office to Sydne Michel.

City Prosecutor Michel thanked City Attorney Joy Ford for all her support and congratulated her on her new appointment; thanked former City Prosecutor Melanie Chavira and several other people for their support; stated she looks forward to upholding the law for the City.

D.3. CITY CLERK ELEANOR MANZANO TO ADMINISTER THE OATH OF OFFICE TO APPOINTED BOARD MEMBERS AND COMMISSIONERS

City Clerk Manzano invited the newly appointed and re-appointed Commissioners up to the front and administered the Oath of Office to all of them; each person introduced themselves and stated what commission they were appointed to.

Mayor Light stated he had no expenses to report; announced he would be on vacation from October 10th through October 22nd and stated Councilmember Behrendt will preside over the meetings as Mayor Pro Tem; reported he attended the Port Royal Yacht Club fundraiser for two different non-profits over the weekend, met with City Manager Witzansky and the Southern California Association of Governments Housing Group, met with State Senator Ben Allen and his staff regarding housing, reported going to the Chamber mixer at Seaside Lagoon, and attended the groundbreaking of the lower pond at Wilderness Park; announced a meeting on water polo coming up and the first ever Open-Water Water polo Event on September 20th, which will be the first ever in the history of the City's Harbor; reported he will have a follow up meeting on the potential "watch party" for the FIFA World Cup at Seaside Lagoon.

Councilmember Obagi reported attending the groundbreaking event at Wilderness Park and noted all five Councilmembers were in attendance and that Mayor Light was the MC; thanked Community Services Director Hause for organizing a bus to take them to Wilderness Park; thanked the Planning Commission for approving the 350 residential units for the Galleria and imposing conditions that look out for the City and the residents.

Councilmember Castle reported attending the groundbreaking at Wilderness Park,

attending the water polo meetings, noted it starts at 8:00 a.m. on September 20th, attended the Chamber mixer and the launch party for a new magazine called City Lifestyle; stated he and Councilmember Waller attended a review with the RBPD for a state law that looks into military type equipment as well as crowd control equipment that they needs to be reported; announced he attended the Southern California Association of Governments meeting on housing.

Councilmember Kaluderovic announced her District 3 Community Meeting would be held on Friday, September 19th at 6:00 p.m. on the Beach Cities Health Campus in their meeting room; announced Swim the Avenues is that Saturday and Dine-Around-Artesia is on the 10th; stated she would be going to the Executive Committee for Regional Homeless Alignment Meeting on Friday.

Councilmember Waller reported he also attended the groundbreaking for Wilderness Park, the Chamber regional mixer, and the police equipment review; noted he had attended the South Bay Aerospace Alliance meeting, and the South Bay Cities Council of Governments meeting but no quorum was met but still heard some good information; reported he had a conversation with Torrance Councilmember Sheikh regarding with the MAT and bike lanes; announced Keep the Esplanade Beautiful would have their monthly cleanup on Saturday, September, 6th at 9:00 a.m., Swim the Avenues is Sunday, September 7th at 8:00 a.m., Dine-Around-Artesia on September 10th, his next Community Meeting would be on September 13th at Alta Vista Community Center at 9:30 a.m., and Southland Conservancy is doing Esplanade Bluff restoration every Wednesday at 4:30 p.m. and alternate Saturday mornings.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to approve the order of the agenda.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS – 6:31 P.M.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to recess to the Housing Authority at 6:31 p.m.

Motion carried 5-0 by voice vote.

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

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

F.2. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:55 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Laura Diaz, Records Mgmt. Coordinator/ Sr. Deputy City Clerk

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

City Clerk Manzano reported three Blue Folder items: H.3, J.1, and P.1.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to receive and file the Blue Folder items.

Motion carried 5-0 by voice vote.

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

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF SEPTEMBER 2, 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. AUGUST 5, 2025 ADJOURNED AND REGULAR MEETING
B. AUGUST 12, 2025 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30372-30386 IN THE AMOUNT OF $18,806.82, PD. 8/29/25
DIRECT DEPOSIT 299794-300434 IN THE AMOUNT OF $2,375,668.79, PD. 8/29/25
EFT/ACH $9,315.20, PD. 7/18/25 (PP2515)
EFT/ACH $470,070.98, PD. 7/28/25 (PP2514)
EFT/ACH $470,678.05, PD. 8/11/25 (PP2515)

ACCOUNTS PAYABLE DEMANDS
CHECKS 121180-121396 IN THE AMOUNT OF $3,923,932.45
EFT CALPERS MEDICAL INSURANCE $518,309.82
DIRECT DEPOSIT 100009711-100009798 IN THE AMOUNT OF $99,902.42, PD.8/29/25
REPLACEMENT DEMAND 121179

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE CONTRACTS UNDER $35,000:
1. APPROVE A MEMORANDUM OF UNDERSTANDING AND LICENSING AGREEMENT WITH DARIUS LABS, INC. FOR A 3-MONTH TRIAL OF A COMPUTER REPORT WRITING SOFTWARE PLATFORM AT NO COST TO THE CITY FOR THE TERM SEPTEMBER 3, 2025 TO DECEMBER 2, 2025

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

2. APPROVE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE ADDITION OF WORK NUMBER EMPLOYMENT VERIFICATION SERVICES AT NO COST TO THE CITY BEGINNING SEPTEMBER 2, 2025 UNTIL TERMINATED

CONTACT: MIKE COOK, IT DIRECTOR

3. APPROVE AN AMENDMENT TO THE AGREEMENT WITH DISABILITY ACCESS CONSULTANTS, LLC TO UPDATE THE CITY'S ADA SELF EVALUATION AND TRANSITION PLAN FOR AN AMOUNT OF $34,700 AND TO EXTEND THE TERM TO SEPTEMBER 30, 2026

CONTACT: ANDY WINJE, PUBLIC WORKS DIRECTOR

4. APPROVE AN AGREEMENT WITH CLEARGOV, INC. FOR A CAPITAL IMPROVEMENT PROGRAM BUDGETING MODULE IN AN AMOUNT NOT TO EXCEED $25,110 FOR THE INITIAL TERM SEPTEMBER 8, 2025 TO SEPTEMBER 7, 2026, WITH ONE-YEAR RENEWALS AT $21,060 PLUS A 6% PRICE INCREASE FOR EACH RENEWAL TERM

CONTACT: ANDY WINJE, PUBLIC WORKS DIRECTOR

H.6. APPROVE THE PLANS AND SPECIFICATIONS FOR THE RESIDENTIAL STREET REHABILITATION PROJECT, CYCLE 2, PHASE 5, JOB NO. 40190, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. APPROVE FUNDING AGREEMENT (#9200000000M460114) WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO REIMBURSE THE CITY FOR PREDESIGN COSTS ASSOCIATED WITH THE AVIATION BOULEVARD PEDESTRIAN SAFETY ENHANCEMENTS PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. APPROVE AN AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. FOR CONSULTING SERVICES FOR ADMINISTRATION OF THE CITY'S AFFORDABLE HOUSING PROGRAM IN AN AMOUNT NOT TO EXCEED $34,999 AND THE TERM NOVEMBER 1, 2025 TO OCTOBER 31, 2026

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.9. APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $40,000, USING HUD ENTITLEMENT FUNDS, FOR THE TERM SEPTEMBER 3, 2025 TO SEPTEMBER 2, 2026

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.10. APPROVE AN AGREEMENT WITH CARFAX, INC. FOR ENROLLMENT IN THE "CARFAX FOR POLICE PROGRAM" TO ALLOW FOR THE EXCHANGE OF VEHICLE-ONLY TRAFFIC COLLISION DATA AT NO COST TO THE CITY, FOR THE TERM SEPTEMBER 2, 2025 TO SEPTEMBER 1, 2026, WITH ANNUAL RENEWALS UNLESS TERMINATED

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.11. RECEIVE AND FILE THE REDONDO BEACH POLICE DEPARTMENT'S 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.12. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2509-066, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO EL CINCO DE MAYO MEXICAN FOOD LLC APPROVE A LEASE WITH EL CINCO DE MAYO MEXICAN FOOD LLC FOR RESTAURANT SPACE AT 102 AND 104 INTERNATIONAL BOARDWALK FOR THE TERM SEPTEMBER 2, 2025 THROUGH SEPTEMBER 1, 2030

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

H.13. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2509-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO GUNGHO ONLINE ENTERTAINMENT AMERICA, INC. APPROVE AN AMENDMENT TO THE LEASE WITH GUNGHO ONLINE ENTERTAINMENT AMERICA, INC. FOR ADMINISTRATIVE OFFICE SPACE AT 127 W. TORRANCE BLVD., SUITE 100 AND 105 W. TORRANCE BLVD., SUITE 106, FOR THE TERM SEPTEMBER 2, 2025 TO SEPTEMBER 1, 2026

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

H.14. APPROVE AN AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR REAL ESTATE CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED $50,000 AND THE TERM SEPTEMBER 2, 2025 TO SEPTEMBER 1, 2026

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

H.15. APPROVE A LEGAL SERVICES AGREEMENT WITH COVINGTON & BURLING, LLP FOR LEGAL SERVICES

CONTACT: JOY A. FORD, CITY ATTORNEY

H.16. RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

CONTACT: JOY A. FORD, CITY ATTORNEY

Councilmember Obagi thanked Public Works for Item H.6.

Motion by Councilmember Castle, seconded by Councilmember Waller, to approve the Consent Calendar items H.1 through H.16.

Mayor Light invited public comment.

City Clerk Manzano reported no one online and one opposed eComment for H.15.

Motion carried 5-0 by voice vote.

City Clerk Manzano read H.12 adopt by title only Resolution No. CC-2509-066 and read H.13 adopt by title only Resolution No. CC-2509-067.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

(Sheila) Lucila Johanknecht spoke in support of seniors, widows, and widowers about the hardships of the costs of permits and remodeling of their homes; reported she was shocked to hear from the Planning Department that 100 sq ft costs about $6,000 and 150 sq ft costs almost $8,000 which does not include plumbing, electrical, or mechanical; described the size of her home as being 780 sq ft and asked what portion of the money goes to schools; noted they already pay towards schools in their property taxes and due to the state of the economy, tariffs, and other factors they are all on a budget and struggle to fix their homes to prepare for their “golden” years; gave some background on her life in Redondo Beach; asked for the senior discount to be established for homes that are 12,000 sq ft or lower so they can remodel and stay on budget.

Mayor Light asked staff if any of the fees from Planning go to the schools.

City Manager Witzansky responded that it does not, it goes to the General Fund.

Lisa Happee-Cates, President of Keep the Esplanade Beautiful, asked to receive and file flyers for their mixer.

Motion by Councilmember Waller, seconded by Councilmember Obagi, to receive and file.

Motion carried 5-0 by voice vote.

Lisa Happee-Cates announced their annual mixer would be on October 22nd from 5:30 p.m. to 7:30 p.m. at HT Grill and listed out their sponsors; noted proceeds would go towards scholarships for various schools which has been a goal of theirs as a non-profit since 2017; announced they would be hosting the Boy Scouts Club 555 at their Saturday Sweep and they will be selling trees for $25 for their big tree push.

Holly Osborne, District 5, referenced the last Planning Commission meeting regarding Phase 2 of the Galleria; commented that it appeared on the agenda with very little public

awareness; voiced concern about the information given regarding the parcel for the 15 new townhomes along Kingsdale and that they could be broken off from the Galleria property and sold separately, stated it was unclear whether they would be sold before or after the homes were built; thought the whole purpose of the project was to give the developer some advanced money upfront; opined selling assets before it has started sounds like a Ponzi scheme; questioned if it was sold empty, whether the developer could do whatever they wanted to do, or if they were required to build the 15 homes; stated if they are built and sold off as one, hedge funds could buy the whole development and will control them, worried that they would not sell them to people but would control them to rent; expected Council to ask the questions of the developer.

Jim Mueller, District 5, stated he had a contrary opinion of the plan and felt it is a very good plan for Redondo Beach; noted it has the ability to increase the City's housing supply, add property tax revenue, and give opportunity for thriving retail since it will put about 1,000 people right next to the Galleria; opined the City government should not sit back ready with a permit pad and spoke about the changes in consumer and commercial behavior; spoke of people wanting experiences as they shop for goods; suggested that the City research, communicate with, and encourage the types of businesses that could provide the right social atmosphere for that community; stated that the Redondo Beach needs to no longer have negative value businesses as their standard.

Lara Duke, District 3 and Friends of Redondo Beach Arts, asked to submit information to be received and filed.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to receive and file.

Motion carried 5-0 by voice vote.

Lara Duke encouraged people to participate in the Jewel of Redondo Beach 2025, which will recognize a home with exceptional architecture, artistic elements, and garden and landscaping; hoped to get submissions from all five districts as soon as possible; explained how to submit candidates for the award and that more information could be found on the Friends of Redondo Beach Arts website; reported winners would receive a certificate of recognition and an original painting of the property by an artist with the FRBA and mentioned the deadline is September 30th.

Mickey Johnson, President of NRBBA, spoke about the next Dine-Around-Artesia being the grand finale for 2025, being held on September 10th, located at Artesia West, and will feature 44 local businesses, restaurants, shops, and artists; mentioned this year they added an art-walk and hoped next year to add Friends of Redondo Beach Art; provided more details on cost, discounts, and prizes; mentioned they added Dining and Doggies, which will feature a non-profit rescue run by Sydney Maleman; announced Rise and Shine Redondo on September 11th with guest speaker Dr. Wesley, the superintendent, a Community Meeting with Beau Basse to talk about the public art project on Artesia, and on September 13th they will have their second Saturday Sweep from 9:00 a.m. to 12:00

p.m.

Ron Maroko, District 3, spoke about Lt. Ed Staal and his donation of old cameras they used for mug shots and the stained-glass window he and his wife were married in front of being located at the historical museum; hoped they could build on the collection and glad he is being recognized in the adjournment.

City Clerk Manzano reported no one online and no eComments.

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 EFFORTS TO UTILIZE GRANT FUNDING TO PROCURE A MENTAL HEALTH CLINICIAN TO PROVIDE A TARGETED RESPONSE TO MENTAL HEALTH-RELATED INCIDENTS IN THE CITY

CONTACT: JOY A. FORD, CITY ATTORNEY

City Attorney Ford stated she is providing an update to their ACR Program, which is in the Strategic Plan; provided a PowerPoint presentation which included:

- Alternative Crisis Response
    - Alternative to law enforcement for mental health support, hoping to save resources for the City.
    - Whole-person healthcare services - have appropriate, certified, specialist who can respond.
- Options Considered - outcomes
    - Department of Mental Health – for a dedicated clinician but not able to provide.
    - BCHD – outcome: provided $50k a year for two years towards the City's homeless programs but had to cease that grant.
    - Third-Party i.e. L.A. CADA – L.A. CADA not interested in doing a mobile ACR team
    - City employed mental health clinician – challenges: HIPAA laws and insurance for medical malpractice; very complicated and difficult
    - Clear Recover Center – possible option – will expand in the presentation
- Partnership with Hermosa Beach – Council request
    - Hermosa ACR to expire 9/30/25 – due to funding
    - Interim City Manager and staff agreed to partnership
    - SBCCOG working on grant awards

        - Measure A Local Solutions Fund
    - Collaboration increases chances of grants
- Clear – mentioned Ron White as the City's second angel, have partnered with the City since 2019, will provide the City:
    - Project Director
    - Licensed therapist
    - Counselor
- Clear Requesting:
    - Mutual indemnity
        - Clear indemnifies City for Clear's negligence, gross negligence and willful misconduct
        - City indemnifies Clear for City's gross negligence and willful misconduct
    - Liability limited to insurance coverage of $10 million

City Attorney Ford went into more detail regarding the indemnity clauses; mentioned she needs to speak to Risk Management before agreeing to anything; noted she is not making any recommendations at this time; continued with the presentation.

- Seeking Direction – Options
    - Accept Clear's terms as amended
    - Continue to look for other options
    - Execute an RFP

City Attorney Ford stated the 2nd and 3rd option would delay the ACR program and risk losing their grant.

Mayor Light noted she seemed to be steering them to Clear. City Attorney Ford agreed.

Discussion followed regarding the mutual indemnity, grant funding and the need to show progress in order to get it extended, and that the City is still in talks with Hermosa Beach regarding a joint program.

Councilmember Behrendt referenced Clear's requests and wondered if the indemnity would be a comparative fault; asked the City Attorney how the indemnity would work under what Clear is proposing.

City Attorney Ford stated if the City is negligent, gross negligent or acted with willful misconduct then Clear would have to indemnify the City 100%, if it is Clear that was negligent or acted with willful misconduct the City would indemnify them for those two categories.

Discussion followed regarding gross negligence, that the terms still needed to be agreed to but what they have agreed to is that Clear would indemnify the City for gross negligence; discussed the limited liability coverage, the need to speak to risk management, and the terms of the agreement still needing to be worked out.

Councilmember Waller spoke about the need to have the right person in situations such as this, someone who is trained and who can handle the type of work it involves; felt comfortable moving forward with City Attorney Ford's preference to proceed with Clear, as long as risk management finds nothing wrong with the liability limited to insurance coverage of $10 million.

Mayor Light commented that he appreciated the work put into this and agreed with City Attorney Ford's preference to sole source; mentioned he was impressed with the court appearance he witnessed with Clear and liked the idea of going with someone they have worked with as long as it does not violate any City's rules; supported proceeding with that direction as long as risk management finds nothing wrong with the terms.

City Manager Witzansky mentioned he would follow up with Diane before he brings the contract back to Council.

Councilmember Castle echoed that it boils down to risk management to dive into all the issues and measure what the City's actual risk is in the contract and then the City can proceed.

Councilmember Obagi commented that there are mentally ill people out there not receiving treatment while they work out the indemnities in the agreement.

Councilmember Kaluderovic mentioned what the scope of the team would be doing which included assisting housed individuals with mental health issues and pointed out that 80% to 90% of the RBFD's calls are for housed individuals; voiced support for the Clear option.

Mayor Light invited public comment.

City Clerk Manzano reported no one online and one eComment support.

O. CITY MANAGER ITEMS

City Manager Witzansky mentioned there is a meeting next week and one scheduled for September 16th and then dark for the Tuesdays on the 23rd and the 30th.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, REDONDO BEACH MUNICIPAL CODES RELATED TO CITY BOARDS AND COMMISSIONS, AND THE POSSIBLE CREATION OF AN ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION

REVIEW AND PROVIDE DIRECTION ON THE DRAFT RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, INCLUDING UPDATES TO MEETING AGENDAS AND SCRIPTS FOR

MEETING CHAIRS TO ADDRESS DISRUPTIONS TO PUBLIC MEETINGS

REVIEW AND PROVIDE DIRECTION ON THE DRAFT ORDINANCES TO UPDATE THE REDONDO BEACH MUNICIPAL CODE RELATED TO THE UNIFORM REGULATIONS OF COMMISSIONS, PUBLIC WORKS, TRAFFIC, SAFETY, AND SUSTAINABILITY COMMISSION, HARBOR COMMISSION, PLANNING COMMISSION, BUDGET AND FINANCE COMMISSION, CULTURAL ARTS COMMISSION, PUBLIC AMENITIES COMMISSION, AND HISTORIC RESOURCES PRESERVATION

REVIEW AND PROVIDE DIRECTION ON THE POSSIBLE CREATION OF ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION

Mayor Light explained what would be discussed under this item and would be providing a presentation; noted that nothing was being approved tonight, that tonight he is just presenting the results of the first draft for feedback from Council, staff, and the public.

City Manager Witzansky mentioned the rules of conduct were created before he was born, so it has been around for about 48 years; noted ultimately the Mayor and Council need to make the decision on policy and the Commissions will follow their direction; stated they do not need to couple all of it together, if they come to agreements with parts of the policy they can go ahead and move forward with those and keep working on other parts of the policy.

Mayor Light thanked the City Clerk and her office for providing comments to the City Attorney and the liaisons that handle the meetings for providing input; started off his PowerPoint presentation with:

- The path to rules of conduct and decorum
    1) First targeted civility in public meetings for Council and Commissions; reported later receiving staff reports on changes requested by previous Council but never acted upon; stated he read through the Rules of Conduct for Council Meetings and the Commissioner's Handbook and felt they were light on decorum and were not very comprehensive.
    2) Some of Council's concerns ended up being rooted in duties and roles of specific Commissions; spoke about the Municipal Code defining Commissions and articles and ordinances that also provide duties and roles for Commissions; stated looking through those there were inconsistencies, duplications, and loose definitions which allowed wide interpretation.
    3) Actions of the public added concerns with ability to enforce public civility; reviewed Council Code of Conduct and Commissioner Handbook with former City Attorney Mike Webb; concluded they did not have the documentation required to take meaningful action
    4) After an issue at a City Council meeting, Chief Hoffman provided the Mayor with scripts from another city that defined statements leading to the removal of disruptive members of the public; reviewed this with former City Attorney

Mike Webb and he stated it could not be implemented without more back up documentation.

5) Reviewed his April briefing with former City Attorney Mike Webb, who recommended he use the Rosenburg's Rules of Order which is what Mayor Light used.

- Summary of Tasking and Results – 4 objectives
    1) City Council and Commission Civility
    2) Definitively bound scope of Commissions
    3) Ability to control public disruptions
    4) Adopt formal meeting procedures

Mayor Light explained he took the existing documentation, tailored it, created new areas that needed to be covered, integrated and aligned them, and received staff input to create the recommended draft they have tonight; broke down the changes he made in the Rules of Conduct and Decorum he presented that evening:

- Summary of Changes
    - Section 1: Policy on Meeting Conduct – unchanged
    - Section 2: Participation via teleconference
        - Does Council want to continue teleconference participation for general public
    - Section 3: Rules, Guidelines, and Procedures for Conduct of Meetings
        - Rosenburg's Rules of Conduct – tailored to the City's standard agenda
        - Established 9:30 p.m. as time for Council to decide whether to truncate the agenda and continue remaining items, except Public Participation on Non-Agenda Items
        - Emphasizes role and limits of Commissions and staff liaisons
        - Describes procedures for and types of motions
        - Defines rules for Public Participation
        - Does Council want to adopt written records of ex-parte discussions similar to Coastal Commission?

Discussion followed regarding ex-parte discussions, City Attorney Ford explained the point of ex-parte disclosures is to disclose what they are considering in a public hearing, and that it is about transparency, felt what they are doing now is minimal and could subject them to some liability; stated the Coastal Commission is more complete in their disclosures.

Mayor Light explained that he is against doing it like the Coastal Commission because they are reluctant to have conversations with the public because they do not want to write the disclosures; noted it is up to the Council if they want to do it that way.

More discussion followed on how they would disclose, the level of disclosure can be decided on, and what they might want to limit it to.

Mayor Light continued his presentation on Summary of Changes:

    - Section 4: Describes Public Participant Rules of Conduct, Decorum and Courtesy
    - Section 5: Courtesy, Decorum and Personal Conduct of Council and Commissioners
- Standard Agenda
    - Summary of limited suggested changes
        - Adds rules and consequences for violations in public participation
        - Cleans up items
        - Changes start times to 3:30 p.m. for Closed and 5:30 p.m. for Open
        - Expands Mayor and Council referrals to include referrals to Commissions and Subcommittees
        - Does Council want to change start times?
- Scripts for disruptive members of the public
    - Completely new
    - Police Chief and City Attorney provided input
    - Provides scripts for: exceeding time, disruptive individuals, disruptive groups, disruptive remote participants
- Ordinance Changes
    - Significant rewrite of MC "Title 2 Chapter 9 – Boards and Commissions"
    - Summary of changes
        - Article 1 Uniform Regulation – explained nine items he made changes to.
        - Highlighted: Limits absences to 4 over rolling period of preceding 12 months; asked Does Council want a different metric?

Discussion followed.

Mayor Light continued with his presentation.

- Article 4 Public Works, Traffic, Safety and Sustainability Commission
    - Rename the Commission
    - Removed sections that were also in Article 1
    - Revised language on powers and duties
    - Added annual review
- Article 6 Youth Commission – Changes previously approved by Council
- Article 7 Harbor Commission
    - Removed sections that were also in Article 1
    - Changed appointment qualifications
    - Added details to powers and duties
    - Cleaned up wording related to advising Council on all new leases and subleases
    - Harbor Commission's role in reviewing zoning changes under Harbor jurisdiction documented

City Manager Witzansky mentioned there are items that fall under the Planning

Commission's jurisdiction that Council sometimes sends to the Harbor Commission and did not feel it needed to be documented but noted he can take a closer look at it. Mayor Light explained his reasons for adding the need for documentation.

More discussion followed and examples given of various situations in respect to zoning changes in the Harbor; Mayor Light continued his presentation.

- Article 8 Public Safety Commission – terminated
- Article 10 Planning Commission
  - Removed sections that were duplicative to Article 1
  - Expanded section on powers and duties so Commissioners would not be required to search the entire Muni Code.
- Article 13 Budget and Finance Commission
  - Minor changes for consistency
- Article 14 Cultural Arts Commission
  - Eliminated "original term" provisions
  - Added leeway on qualifications
  - Eliminated relief from monthly meetings clause
  - Eliminated special meetings section
- Article 15 Public Amenities Commission
  - Made changes to reflect actual duties
  - Incorporated substantive changes recommended by staff
- Other Municipal Code Ordinances
  - Found outdated references to several commissions
  - Minor updates to align with current Commission structure

- Summary
  - Project aimed at meeting specific objectives specified by Council
  - Project draft involved a number of different sources
  - Draft eliminates known inconsistencies and duplications
  - Goal of the draft is that it addresses Council objectives
- Recommendation
  - Provide guidance on the four questions raised
  - Continue item to future meeting to give Council time to review and develop specific recommendations
- Recommended Path Forward
  - Councilmembers review the draft and provide recommendations to the Mayor
  - Mayor will track comments in Comment Verification Matrix
  - Mayor will integrate inputs and draft recommended changes
  - Staff, City Attorney, City Clerk review recommended changes
  - Introduce the new draft to the Council for review and provide Comment Verification Matrix
  - Provided rationale for the process of creating the draft

Mayor Light concluded his presentation and moved on to the next topic.

City Manager Witzansky stated there was a referral from Council during the discussion about the elimination of the Public Safety Commission, Councilmember Behrendt prepared concepts for the structure of the potential ad hoc commission and the document has been included in the packet; sought direction from Council whether they wanted to advance that to an ordinance stage or simply rely on what was proposed as part of the process which is to reallocate the duties of the Public Safety Commission to existing commissions.

Councilmember Behrendt commented that this is a big deal and should not be rushed; stated he was able to review the documents over the weekend, was able to speak with the City Attorney's office, the Mayor, City Manager, and with Councilmember Obagi regarding the documents; referred to the City Charter which says City Council has exclusive jurisdiction over formulating rules of conduct over proceedings and commented that it is their duty as Council to create the Rules of Conduct and same with the Commissions; felt forming a subcommittee would be a good way to go with the Mayor involved; suggested they take a couple of weeks for everyone to read through the documents and come back with their feedback, have the subcommittee along with the Mayor, City Attorney, and staff take the draft and revise it and bring it back for further discussion; spoke about voting to eliminate the Public Safety Commission and also offering a Plan B in case there were some items impacting the quality of life that needed to be addressed by a commission; felt an existing commission would be ideal such as the Public Works and Sustainability Commission; spoke about the need to review the requirements and restrictions of the Commissions by the subcommittee along with the Mayor; commented that the City Charter needs to be reviewed by the Council and gave his reasons why.

Mayor Light wanted to clarify that Councilmember Behrendt is backing off the idea of having an ad hoc Public Safety Commission.

Councilmember Behrendt felt that instead of the ad hoc commission folding the duties into an existing Commission would be fine and it would still be on an "as referral" basis from the Council.

More discussion followed on what types of contracts PWSC would need to review for public safety.

Councilmember Behrendt stated contracts that have a substantial and significant effect on matters of public safety, and quality of life.

Councilmember Kaluderovic gave an example of contracts for drones; concerned that they only meet once a month and would that delay and back up the system.

City Manager Witzansky voiced how he understood Councilmember Behrendt's proposal to mean was staff, as assigned by or referred by the Council, or assigned by staff for input, not all contracts but those determined by the liaison such as the Chief of Public Safety, or City Attorney Ford or himself to be a contract that they would like the

Commission to review and provide feedback; summarized as not all contracts but any contract deemed important by Council or staff to have the Commission provide input on it.

Councilmember Castle referenced the Mayor's presentation and the slide titled Recommendation with the question: "Does the Council still want public participation electronically?", spoke in favor of keeping it; felt that it doesn't impede or interrupt the flow of the meeting and allows more of the Redondo Beach public to speak; mentioned there are first amendment auditors that love to try to get kicked out of meetings so they can turn around and sue a city with the argument that they weren't able to express their freedom of speech; felt that it would not happen with electronic participation since they can hang up the call; spoke about commissions and how they function and noticed that the commissions have made up subcommittees of one person, who may or may not go back to their commissions for approval; recommended that the Commissioners be required to go back to their Commission for approval before submitting it to Council or to City staff so they act as one voice.

Discussion followed regarding the purpose of forming subcommittees, every Commission has a different way of doing things, that the revisions the Mayor has made tries to address the duties and powers of the Commissions, and that Commissions are to speak as one voice and not as individuals.

Councilmember Castle spoke in favor of the current method they follow for ex parte communications; in favor of starting the meeting at 4:00 p.m. but earlier than that would be difficult to make.

Discussion followed on start times, whether there is flexibility to change from 4:30 p.m. to 4:00 p.m. when needed.

Councilmember Castle felt that three absences for Commissioners are sufficient and if there is a fourth, they need to resign; felt if they can't make 75% of the meetings maybe they do not have time to be a commissioner.

Discussion followed on the need to be present as a commissioner, extenuating circumstances would be considered, and that lack of quorum does not reflect on those that could make the meeting.

Councilmember Obagi spoke of feeling years ago that rules of conduct during meetings needed to be address; glad to see that they are being addressed and encouraged each Councilmember to think about rules they would like to have; opined the current way the Council makes motions or Mayor Light invites Council to make a motion works fine; mentioned he would like to see motions be forced into a vote if the discussion gets repetitive and drones on.

Mayor Light stated it is in his draft he put that Councilmembers, as well as the Mayor, could call for the vote; mentioned under Rosenburg's Rules the person that generally

keeps the meeting moving forward is the Chair and if the Chair is not moving things forward the Body (Council) can always make a motion and vote to force the Chair to move the meeting forward.

Councilmember Obagi spoke in favor of the Mayor, Councilmembers, and Commissioners being respectful and professional with City staff and the public; felt detailed disclosures for ex parte would not be workable.

Discussions followed regarding start times and past end times being very late.

Councilmember Obagi said he is flexible on start times; recommended striking out the section regarding teleconferencing in the Mayor's draft, mentioned the Brown Act was just changed and noted that the new rules would be out of sync with the state law rules; felt the state law rules are adequate.

City Clerk Manzano stated that two Councilmembers teleconferencing in for the meeting is fine but three would not work.

Councilmember Obagi stated that members just needed to be in the jurisdiction to count towards a quorum.

Councilmember Behrendt reported that currently the Brown Act is scheduled to sunset at the end of this year, no teleconferencing in; hoped that will change since there is still time.

Councilmember Obagi stated he is fine with public participation electronically; commented that Traffic should not be included in the title for Public Works Public Safety and Sustainability Commission; clarified that public safety issues would not be in every agenda for every meeting for that Commission; agreed with Councilmember Castle's point about three absences for Commissioners but flexible with three or four absences; suggested that Councilmember Behrendt and himself form a subcommittee to take the draft and redline it, bring it back to Council and the rest of the Councilmembers could review it and redline it, and bring it back in about a month with all the suggestions included.

Discussion followed.

Mayor Light brought up the topic of telecom-bombing and he had heard about it at other conferences he had attended and stated that is why he chose to include it in his draft.

Councilmember Castle stated since there is a 30-minute limit to public participation on non-agenda items and priority is given to people who appear in person, it does not give too much time for those that Zoom or call in so it is not too much of an issue for Redondo Beach.

More discussion followed.

Councilmember Waller agreed with Councilmember Behrendt about the ad hoc subcommittee; stated as long as their referrals to Public Works Public Safety and Sustainability Commission does not overburden them; stated having the ad hoc committee would alleviate any added pressure to the PWSC but if they feel they have the bandwidth to do it then he is fine with not adding the ad hoc committee.

Mayor Light stated the Harbor Commission provides quarterly reports on Police and Fire in the Harbor and it doesn't seem to overburden that Commission; noted that is why he suggested it in his draft.

City Manager Witzansky stated that a lot of what the PWSC deals with pertains to traffic and traffic engineering and felt it was appropriately assigned to that Commission and had overlap with the Public Safety Commission; understood the comment of overburdening them so they do need to be judicious in any referrals to them.

Councilmember Waller spoke in favor of the subcommittee to review the Mayor's draft as long as they have a week turnaround.

Mayor Light pointed out that the subcommittee would also need to get it to the City Attorney and staff and get it on the Tuesday agenda.

City Manager Witzansky recommended it come back on September 16th if they vote in favor of the subcommittee option.

More discussion followed.

Councilmember Waller spoke in support of their current process of making motions; favored the ability to call the question which goes to immediate vote; spoke in favor of following state law; supported in favor of electronic public participation and in keeping ex parte communications as is; stated he is fine with changing the start times to 3:30 to 5:30 or 4:00 to 6:00 and fine with three or four absences for Commissioners for the year; in regards to allowable content in public comments, he does not want to disallow marketing for civic/community organizations and nonprofits to be able to announce events, would like the draft to specifically allow these types of organizations to be able to announce events or to state that these organizations announcements are not considered marketing.

Mayor Light interjected to say the only reason he put that in the draft was because it technically does not fall within their jurisdiction and public participation is for things under their jurisdiction, so it takes away time for people that want to talk about things under the City's jurisdiction.

More discussion followed regarding whether it matters if it is to better the City, whether the City funds the organization (which would then fall under their purview), and questioned since some of the events are at places that fall under the City's purview so should be allowed.

Councilmember Castle asked if the goal was to exclude that type of marketing.

Mayor Light stated it was to follow the guidelines of needing to fall under the City's purview.

More discussion ensued, the Mayor mentioned Hermosa has a section that allows for community announcements and asked how much time would they want to allow for that; reminded Council that those events are not controlled by the City and do not fall under their purview.

More discussion followed. Mayor Light stated he is open to the idea of adding a section for it.

Councilmember Kaluderovic spoke in support of section 5.10 regarding members should be mindful of their dealings outside the meetings, in addition to inside the meetings; felt it is important to understand that they represent the City and any discussions regarding City matters needs to be setting a standard of decorum that represents the City positively; agreed with absorbing the duties of the Public Safety Commission into the PWSC; spoke in favor of allowing the public to participate electronically as it currently stands; felt that the two proposals for ex parte communications are at opposite ends and wondered if there was something in the middle for them to consider, wanted to clarify if there was a suggestion to require more detailed ex parte communication for just appeals.

City Attorney Ford responded that there is definitely something the Council could consider; suggested that Council agree to just disclose more in their description or keep as is but it is completely up to Council.

More discussion ensued. Mayor Light spoke about possibly adding more to their description besides just naming who they spoke to but adding what they discussed as opposed to having to write it all down.

Councilmember Kaluderovic said she is open to verbally reporting who they spoke to and what they spoke about in the section for ex parte communications; spoke in favor of a 4:00 p.m. Closed Session start time and a 6:00 p.m. Open Session start time with flexibility on times if needed; felt three absences for Commissioners is reasonable; favored keeping the existing structure of Mayor duties and privileges in regards to motions, and aligning with state laws on Brown Act video conferencing or otherwise; spoke in support of the Mayor's proposal to receive all the comments and use his Comment Verification Matrix, felt it is the most transparent way for the community to see what's being proposed, pulled as a concern, and addressed; mentioned creations of subcommittees would delay the item further.

Councilmember Behrendt agreed that for transparency and efficiency that would be best, suggested including a presentation prepared by staff similar to the budget model would provide even more transparency.

Councilmember Obagi commented that he didn't care either way but his vision in forming a subcommittee was in two weeks' time, the subcommittee (himself and Councilmember Behrendt) create a version, send it over, after that another subcommittee could be formed or each Councilmember that hasn't reviewed it could take the document and make changes they want, then come back with those changes and then everyone will have a document that they agree to hopefully.

Discussion followed that either that option or the option to have the Mayor view it first would both come to the same destination.

City Manager Witzansky offered another option; stated they could continue this item to next Tuesday, confirmed that Councilmembers Obagi and Behrendt are Brown Acting the item and suggested they could prepare to drop their redlines and edits at the Tuesday meeting, possibly circulate it as Blue Folder material prior to the meeting, the rest of the Councilmembers could provide comments to the Mayor on the document that is pending and then everyone can discuss it next Tuesday.

Mayor Light felt that would be worse than what they just discussed because then they would have a fully rewritten document.

More discussion followed on the best path to follow, Councilmember Castle suggested having the Mayor handle it including what was discussed tonight and bring it back to the next meeting, Councilmember Behrendt offered another suggestion to consider which included redlining the current draft and adding a list of items they didn't cover that evening.

City Manager Witzansky stated the agenda for the following week was light and they would have the bandwidth to discuss it further at the next meeting on Tuesday but wanted to make sure there would be progress made.

More discussion followed. Council agreed to have Councilmember Behrendt redline and edit the Mayor's draft and include any comments made that evening and bring it back to Council at the next meeting.

City Manager Witzansky clarified what was agreed upon by Council as agendizing the item for next week, Councilmember Behrendt will be prepared to drop the document at the latest by the start of the meeting that evening, then there will be an opportunity to do another round of revisions after that.

Mayor Light voiced concern over that plan.

City Manager Witzansky reminded the Mayor and Council that they are not preparing anything for first reading or approval, that they are still in concepts, explained the process in more detail and, after the Mayor and Council opine on the draft documents, it will go back to staff for them to formulate the documents for a resolution and the various introductory ordinances to make the changes.

More discussion ensued.

City Manager Witzansky stated if they miss next week's meeting to discuss the item, the next time Council will be able to talk about the proposed revisions will be on the 16th and the next time they will be able to coalesce around the provisions at a minimum would be the first meeting in October, staff drafting and then coming back to Council a couple of weeks after that with a final draft for approval; recommended they bring it back next week, refine it, and come back on the 16th with comments.

More discussion followed.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, for a subcommittee to be formed to redline the Mayor's proposed Council rules and the deadline for the submission of the redline will be Tuesday, September 9th at 2:00 p.m., and have a discussion on the relined sections at the next Council meeting on Tuesday, September 9th.

Mayor Light invited public comment.

Ron Maroko commented on how the Code of Conduct affects him as a Commissioner on the Public Amenities Commission; stated that he was unclear regarding review and advise City Council on the currency and completeness of the City register, wondered how the word currency plays into it; wondered why the recommendation of reviewing the historic resources and getting the City to step up was being completely deleted; felt his role in the Commission is to promote history in the community; supported bifurcating the Code of Conduct with the statute, the ordinances that they are doing, and commented he could speak more about it but does not have the time; spoke in favor of Rosenburg's Rules; thanked the Mayor and Councilmember Behrendt for all the time they have spent working on the draft.

Mayor Light commented on the changes he made for the Public Amenities Commission stating the way it was written before made the Commission responsible for the register and for the currency and both are not true; stated he attempted to say it is still under their purview but that they are not responsible for it but are to advise the Council and staff if they are not doing their jobs in respect to currency (meaning current as it exists today).

Mark Hansen spoke in favor of the proposed updates to the Harbor Commission; appreciated the changes because it has been difficult under the old language to fill certain positions; felt it may need to be more specific in stating they can have multiples in there if that is the intent; commented that it will be much easier to create subcommittees with the changes in the draft; voiced concern over the requirement that there needs to be one whose a paddler, mentioned that has been a difficult one to fill and they have tried in the past, asked that the language be changed from "will" to "shall"; referenced the last line in Section F stating "appointees may qualify in more than one discipline or designation and may be counted against any of the designations or disciplines over the duration of their terms when vacancies are filled." Mentioned it needs to be word smithed a bit to make it

clear; mentioned he is more in favor of Robert's Rules; commented on the Mayor's voting and felt they should compare Rosenburg's Rules and Robert's Rules and see if that helps them; supported 6:00 p.m. as a start time for Open Session meetings, electronic participation, and preferred public participation before the Consent Calendar.

Mayor Light commented on Harbor vs Paddle, stating they are two distinct classes of boaters and they both have different understandings of boating, felt that should not be difficult to fill; explained why he changed the language for the qualifications in Section F.

More discussion followed supporting the changes, explanations that the Harbor Commission used to have more power and over time has dissolved some of the power, but the requirements were not adjusted to reflect the changes.

Desiree Galassi, Public Amenities Commissioner, stated she had some questions regarding the ordinance for the PAC; referenced item C, Recreation and Parks duties, under item #1 and read "act as an advisor to the City Council in all matters pertaining to public recreation programs including playgrounds and entertainment." commented that they were never responsible for entertainment and thought that might be better under the Cultural Arts Commission; questioned the ordinance for historic resources preservation, 10-4302, read the ordinance and asked if it pertains to the current list of historic resources or if they are for any properties that are 50 years of age; commented that they have a list of historic resources that dates properties 30 years ago, noted it is outdated, and that there is money earmarked for a new survey to be done; wanted clarification on if that ordinance pertained to the current outdated list or for any home that is 50 years old.

Mayor Light asked Commissioner Galassi to submit her questions in writing so that he could review it more closely; noted that the ordinance was written from the ordinance they just wrote about a year ago and that ordinance contained "entertainment" and he didn't realize there is probably some overlap with the new Cultural Arts Commission and thanked her for pointing that out.

Lara Duke spoke in support of the electronic public participation and provided several reasons why it benefits the City more than negatively impacts them; voiced her opinion to keep the current start times for the meetings; suggested to move Public Participation on Non-Agenda Items above Consent Calendar and hoped they would consider changing that; felt it was important to allow people to make announcements for events for the community; thanked the Mayor and Council for all the work they have done on the draft.

Julie Young, District 4, asked for Special Meetings to be excluded from attendance requirements since those are often given short notices and not everyone can adjust their schedules to accommodate them.

Councilmember Obagi agreed with her comment.

City Clerk Manzano reported no one online and two eComments in support.

Councilmember Obagi asked Councilmember Behrendt if his intentions are to go over the Commissions as well by Thursday.

Councilmember Behrendt said yes, and that he had already reviewed the Commissions over the weekend.

Councilmember Castle pointed out that in some Commissions there is a rotating Chair and they are allowed to make a motion and vote.

Councilmember Behrendt stated that is a voting member of the body as distinct from what the Council has and will be in the document.

More discussion followed. Mayor Light said they had a motion on the floor but felt it was incomplete in who would be on the subcommittee.

City Manager Witzansky commented that Councilmembers Obagi and Behrendt are Brown Acted on the item anyways, so it was not a subcommittee motion, it was a motion to continue the item to next week with the commitment from the two Brown Act partners to deposit their proposed red lines to the documents.

Mayor Light interjected that he would like consideration that he is consulted on the changes.

More discussion followed and Mayor Light wanted to make sure he had a chance to explain his reasoning for some of the changes.

Motion carried 5-0 by voice vote.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Motion by Councilmember Waller, seconded by Councilmember Obagi, to bring back a previously proposed ordinance by Chief Hoffman called the Social Host Ordinance for discussion, which was an ordinance that allows penalties to be given to adults/parents that host parties where alcohol is knowingly provided or allowed.

Motion carried 5-0 by voice vote.

Discussion followed that the ordinance was vetoed when it was brought up last time, but it is a heavy subject and it will take a lot of time so it should be brought back in 2026, the need to get other items/issues completed before diving into this ordinance, and the need to get more information before pursuing the item.

R. ADJOURNMENT – 9:51 P.M.

R.1. ADJOURN IN MEMORY OF ROBERT A. WINJE, FATHER OF PUBLIC WORKS DIRECTOR ANDY WINJE

R.2. ADJOURN IN MEMORY OF RBPD RETIRED LT. EDWARD G. STAAL

Mayor Light stated tonight's adjournment was in memory of Robert Winje and retired Lt. Edward Staal.

City Manager Witzansky commented that thoughts and prayers go out for the Winje crew.

Chief Hoffman spoke highly of Lt. Staal and felt he was accomplished in that he was able to retire in his career and live to 95 years old; mentioned that he was able to chat with him often and that he has attended many events with his granddaughter who his family is friends with.

More positive reminiscent comments were made regarding Lt. Staal

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to adjourn the meeting at 9:51 p.m.

Motion carried 5-0 by voice vote.

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, September 9, 2025, in the Redondo Beach City Hall Chambers, 415 Diamond Street, Redondo Beach, CA.

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 #** 25-1088 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
CHECKS 30387-30400 IN THE AMOUNT OF $17,712.41, PD. 9/12/25
DIRECT DEPOSIT 300435-301073 IN THE AMOUNT OF $2,397,882.29, PD. 9/12/25
EFT/ACH $9,315.20, PD. 8/1/25 (PP2516)
EFT/ACH $9,315.20, PD. 8/15/25 (PP2517)
EFT/ACH $475,228.74, PD. 8/25/25 (PP2516)
EFT/ACH $485,453.77, PD. 9/8/25 (PP2517)

ACCOUNTS PAYABLE DEMANDS
CHECKS 121397-121635 IN THE AMOUNT OF $2,329,457.89

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 09162025_RECOMMENDATION_TO_APPROVE
- 09162025_VENDOR_INVOICE_LIST

RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING SEPTEMBER 16, 2025

a. Payroll Demands

- **Checks 30387-30400, $17,712.41, Pd.9/12/25**
- **Direct Deposit 300435-301073, $2,397,882.29, Pd.9/12/25**
- **EFT/ACH $9,315.20, Pd. 8/1/25 (PP2516)**
- **EFT/ACH $9,315.20, Pd. 8/15/25 (PP2517)**
- **EFT/ACH $475,228.74, Pd. 8/25/25 (PP2516)**
- **EFT/ACH $485,453.77, Pd. 9/8/25 (PP2517)**

b. Accounts Payable Demands

- **Checks 121397-121635, $2,329,457.89**

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
12675 #1 ALL SAFE & SECURE										
6-2025CITY		06/30/2025	10327013	09162025	121398	260.00	09/08/2025	INV	PD	FINGERPRINTS JUNE 2025
8-25-CRB		08/31/2025	10326987	09162025	121397	160.00	09/08/2025	INV	PD	FINGERPRINTS AUGUST 2025
						420.00				
8892 3V SIGNS & GRAPHICS, LLC.										
15812.2		08/01/2025	10327121	09162025	121399	297.68	09/03/2025	INV	PD	CONSTRUCTION SITE SIGNAGE
15866		09/02/2025	10327120	09162025	121399	496.13	09/03/2025	INV	PD	CONSTRUCT SITE SIGNAGE
						793.81				
5556 911 VEHICLE										
11951		08/27/2025	10326925	09162025	121400	944.14	09/26/2025	INV	PD	FD UNIT 61 SIREN CONTROLL
45 ACCO ENGINEERED SYSTEMS INC										
20729721	6898	08/28/2025	10327267	09162025	121401	13,680.00	09/28/2025	INV	PD	REPAIRS AT VETERANS PARK
15238 ACOSTA, ADRIAN										
2500202		08/14/2025	10327117	09162025	121402	908.10	09/03/2025	INV	PD	REFUND OF PERMIT ISSUED I
15018 AGILE BRIDGE CLUB										
070225		09/04/2025	10327165	09162025	121403	1,110.20	09/04/2025	INV	PD	070225 JUNE2025 SENIOR BR
072425		09/04/2025	10327168	09162025	121403	1,192.10	09/04/2025	INV	PD	072425 MAY2025 SENIOR BRI
080325		09/04/2025	10327167	09162025	121403	1,023.40	09/04/2025	INV	PD	080325 JULY2025 SENIOR BR
						3,325.70				
8759 ALAN'S LAWNMOWER & GARDEN CENTER										
97307		08/13/2025	10326860	09162025	121404	94.23	09/01/2025	INV	PD	LANDSCAPE PARTS FOR PARKS
99513		08/28/2025	10327311	09162025	121404	451.74	09/01/2025	INV	PD	LANDSCAPE PARTS FOR PARKS
						545.97				
12753 ALESHIRE & WYNDER LLP										
98347		08/22/2025	10327359	09162025	121405	2,967.25	09/08/2025	INV	PD	7/25 SB-9 Legal Fees
11527 ALL TRAFFIC SOLUTIONS, INC.										
SIN046076		09/02/2025	10327364	09162025	121406	950.00	09/16/2025	INV	PD	TRAFFIC UNIT MANAGEMENT S
144 AMERICAN CITY PEST CONTROL INC.										
855555		09/04/2025	10327263	09162025	121407	112.50	09/08/2025	INV	PD	Monthly Pest 8.12.25
857967		08/27/2025	10327224	09162025	121407	225.00	09/26/2025	INV	PD	WILDERNESS PARK QUARTERLY
PEST- FAC 08/25		08/25/2025	10327319	09162025	121407	1,102.00	09/24/2025	INV	PD	PEST- FAC 8/25
PEST-HARBOR 08/25		08/29/2025	10327318	09162025	121407	601.00	09/28/2025	INV	PD	PEST- HARBOR 08/25
						2,040.50				
176 AMERICAN TEXTILE MAINTENANCE COMPANY										

VENDOR INVOICE LIST

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21288841	7019	08/26/2025	10327202	09162025	121408	290.05	09/04/2025	INV	PD	JAIL FACILITY LINEN SERVI
21291088	7019	08/29/2025	10327203	09162025	121408	267.23	09/04/2025	INV	PD	JAIL FACILITY LINEN SERVI
21293119	7019	09/03/2025	10327205	09162025	121408	285.26	09/04/2025	INV	PD	JAIL FACILITY LINEN SERVI
						1,135.05				
213 AQUA-FLO										
SI2585258		08/01/2025	10327291	09162025	121409	155.34	08/15/2025	INV	PD	IRRIGATION SUPPLIES
SI2586746		08/06/2025	10327293	09162025	121409	1,861.60	08/22/2025	INV	PD	IRRIGATION SUPPLIES
SI2588526		08/07/2025	10326828	09162025	121409	785.87	09/06/2025	INV	PD	IRRIGATION PARTS FOR PARK
SI2590931		08/08/2025	10327292	09162025	121409	184.43	08/25/2025	INV	PD	IRRIGATION SUPPLIES
SI2600496		08/25/2025	10327294	09162025	121409	162.87	09/11/2025	INV	PD	IRRIGATION SUPPLIES
SI2602440		08/29/2025	10327295	09162025	121409	411.64	09/13/2025	INV	PD	IRRIGATION SUPPLIES
						3,561.75				
13109 ARROYO BACKGROUND INVESTIGATIONS										
3757	6549	08/27/2025	10327324	09162025	121410	3,000.00	09/05/2025	INV	PD	BACKGROUND R RAMSEY
12137 AT&T										
579693		08/15/2025	10327227	09162025	121411	70.00	08/15/2025	INV	PD	TOWER AREA SEARCH REQUEST
14599 ATG USA										
S-INV000102	7090	09/08/2025	10326306	09162025	121412	3,930.00	09/09/2025	INV	PD	BLUEBEAM REVU RENEW
8029 ATHENS SERVICES										
20062480	7058	09/01/2025	10327277	09162025	121414	13,564.26	09/15/2025	INV	PD	PIER COMPACTOR ROLL-OFF S
20062511	7058	09/01/2025	10327280	09162025	121414	894.13	09/15/2025	INV	PD	PIER COMPACTOR ROLL-OFF S
20062646	7078	09/01/2025	10327269	09162025	121413	462,633.40	09/15/2025	INV	PD	TRASH SERVICE - RESIDENTI
						477,091.79				
8045 AVALON ROOFING, INC.										
4389	7098	08/08/2025	10326830	09162025	121415	16,650.00	09/07/2025	INV	PD	RE-ROOFING INSTALL FOR EL
291 BAKER & TAYLOR										
2039197008		07/25/2025	10327014	09162025	121416	83.97	08/24/2025	INV	PD	BOOKS
2039199064		07/31/2025	10327015	09162025	121416	324.34	08/30/2025	INV	PD	BOOKS
2039215218		08/04/2025	10327027	09162025	121416	100.38	09/03/2025	INV	PD	BOOKS
2039219951		08/04/2025	10327028	09162025	121416	4.67	09/03/2025	INV	PD	JUVY BOOK
2039222230		08/21/2025	10327038	09162025	121416	233.76	09/20/2025	INV	PD	BOOKS
2039223820		08/26/2025	10327032	09162025	121416	567.18	09/25/2025	INV	PD	BOOKS
2039226138		08/21/2025	10327039	09162025	121416	1,003.44	09/20/2025	INV	PD	BOOKS
2039227903		08/11/2025	10327029	09162025	121416	145.81	09/10/2025	INV	PD	BOOKS
2039229878		08/08/2025	10327024	09162025	121416	99.66	09/07/2025	INV	PD	BOOKS
2039229955		08/12/2025	10327030	09162025	121416	306.39	09/11/2025	INV	PD	BOOKS
2039230202		08/18/2025	10327042	09162025	121416	1,210.34	09/17/2025	INV	PD	BOOKS
2039242774		08/19/2025	10327043	09162025	121416	167.95	09/18/2025	INV	PD	BOOKS
2039244196		08/19/2025	10327041	09162025	121416	197.77	09/18/2025	INV	PD	BOOKS

VENDOR INVOICE LIST

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H73142200		08/05/2025	10327031	09162025	121416	106.09	09/04/2025	INV	PD	AUDIOVISUAL
H73223240		08/18/2025	10327040	09162025	121416	106.12	09/17/2025	INV	PD	AUDIOVISUAL
H73228740		08/19/2025	10327035	09162025	121416	91.33	09/18/2025	INV	PD	AUDIOVISUAL
H73238240		08/20/2025	10327037	09162025	121416	60.02	09/19/2025	INV	PD	AUDIOVISUAL
H73245100		08/21/2025	10327036	09162025	121416	45.24	09/20/2025	INV	PD	AUDIOVISUAL
NS25080144		08/11/2025	10327026	09162025	121416	3,851.05	09/10/2025	INV	PD	SUBSCRIPTION
NS25080206		08/11/2025	10327025	09162025	121416	5,000.00	09/10/2025	INV	PD	BTCAT SUBSCRIPTION
						13,889.96				
384 BILL'S SOUND SYSTEMS, INC.										
46635		09/08/2025	10327380	09162025	121417	735.00	09/08/2025	INV	PD	RBTC Fire Alarm Repairs 8
11059 BLACKSTONE PUBLISHING										
2207914		08/18/2025	10327143	09162025	121418	100.60	09/17/2025	INV	PD	AUDIOVISUAL
2208390		08/21/2025	10327144	09162025	121418	437.42	09/20/2025	INV	PD	AUDIOVISUAL
2208453		08/22/2025	10327148	09162025	121418	170.60	09/21/2025	INV	PD	AUDIOVISUAL
2208456		08/22/2025	10327146	09162025	121418	70.00	09/21/2025	INV	PD	AUDIOVISUAL
2208480		08/22/2025	10327147	09162025	121418	70.00	09/21/2025	INV	PD	AUDIOVISUAL
2208526		08/22/2025	10327145	09162025	121418	431.56	09/21/2025	INV	PD	AUDIOVISUAL
						1,280.18				
3121 BLUE DIAMOND										
4251965		08/23/2025	10326878	09162025	121419	1,147.69	09/10/2025	INV	PD	SHEET ASPHALT, AC FINE
4269727		08/31/2025	10327301	09162025	121419	2,742.73	09/10/2025	INV	PD	AC FINE, SHEET ASPHALT
						3,890.42				
12131 BPS TACTICAL										
25031495		08/18/2025	10327179	09162025	121420	786.76	09/04/2025	INV	PD	LT ANDERSON OUTER VEST
25031599		08/29/2025	10327176	09162025	121420	788.76	09/04/2025	INV	PD	SGT ARNOLD OUTER CARRIER
						1,575.52				
15239 BRUNI, MICHAEL										
2500292		08/14/2025	10327116	09162025	121421	438.00	09/03/2025	INV	PD	REFUND OF A PERMIT PULLED
15266 BRYANT, BEAU										
180629		09/03/2025	10327131	09162025	121422	200.00	09/03/2025	INV	PD	REFUND 180629 AV RETURN D
13215 CALCOMP GRAPHIC SOLUTIONS										
I204813		08/26/2025	10326895	09162025	121423	1,874.38	09/25/2025	INV	PD	INK FOR STREET SIGN REPLA
I204838		08/27/2025	10326893	09162025	121423	357.68	09/26/2025	INV	PD	CLEAR FILM FOR STREET SIG
						2,232.06				
7067 CALIFORNIA BUILDING STANDARDS COMMISSION										
2ND QTR BSASRF		06/30/2025	10327123	09162025	121424	847.40	09/03/2025	INV	PD	BUILDING STANDARDSADMINST

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
577 CALIFORNIA WATER SERVICE										
2754759120-081425		08/14/2025	10326939	09162025	121425	14,611.52	09/02/2025	INV	PD	MANHATTAN BEACH, ARTESIA,
6428284669-081225		08/12/2025	10326867	09162025	121425	21,903.98	09/02/2025	INV	PD	TORRANCE BLVD, FORD AVE,
6679269167-8-20		08/20/2025	10327191	09162025	121425	5,219.50	09/08/2025	INV	PD	116 YACHT CLUB/BASIN 3 ST
6682231418-8-25-25		08/25/2025	10327187	09162025	121425	185.67	09/15/2025	INV	PD	1928 NELSON/FLAGLER 7/18-
9968051525-082025		08/20/2025	10326820	09162025	121425	3,219.21	09/08/2025	INV	PD	PORTOFINO WAY 7/9-8/7/25
						45,139.88				
12923 CAM PROPERTY SERVICES										
118194	7101	09/04/2025	10327275	09162025	121426	27,243.33	09/08/2025	INV	PD	July 2025 CAM Property Se
119667	7101	09/04/2025	10327279	09162025	121426	27,243.33	09/08/2025	INV	PD	Aug 2025 CAM Property Ser
						54,486.66				
15028 CANON USA INC										
6012922469	6916	08/29/2025	10326923	09162025	121427	27.79	08/29/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012922470	6916	08/29/2025	10326919	09162025	121427	14.91	08/29/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012922471	6916	08/29/2025	10326922	09162025	121427	175.99	08/29/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012922472	6916	08/29/2025	10326921	09162025	121427	183.65	08/29/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012922473	6916	08/29/2025	10326924	09162025	121427	126.27	08/29/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012987542	6916	08/29/2025	10326916	09162025	121427	1,596.68	08/29/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012987543	6916	08/29/2025	10326920	09162025	121427	360.30	08/29/2025	INV	PD	PER PAGE COPY CHARGES FOR
6012987544	6916	08/29/2025	10326918	09162025	121427	66.39	08/29/2025	INV	PD	PER PAGE COPY CHARGES FOR
6013039559	6916	09/02/2025	10326985	09162025	121427	1,047.17	09/02/2025	INV	PD	PER PAGE COPY CHARGES FOR
6013039560	6916	09/02/2025	10326984	09162025	121427	343.48	09/02/2025	INV	PD	PER PAGE COPY CHARGES FOR
6013039561	6916	09/02/2025	10326982	09162025	121427	304.25	09/02/2025	INV	PD	PER PAGE COPY CHARGES FOR
6013039562	6916	09/02/2025	10326981	09162025	121427	373.38	09/02/2025	INV	PD	PER PAGE COPY CHARGES FOR
						4,620.26				
15020 CENGAGE LEARNING INC										
999100914138		08/25/2025	10327138	09162025	121428	56.77	09/24/2025	INV	PD	BOOKS
13000 CHARTER COMMUNICATIONS										
187587301082125		08/21/2025	10327084	09162025	121429	149.99	09/08/2025	INV	PD	MONTHLY CHARGES ACCT 1875
188420501082125		08/21/2025	10327080	09162025	121429	268.24	09/08/2025	INV	PD	MONTHLY CHARGES ACCT 1884
						418.23				
709 CITY OF TORRANCE										
Torr FPA 6.30-8.25		09/04/2025	10327253	09162025	121430	406.59	09/08/2025	INV	PD	Torr FPA 6.30-8.25
12873 CJ CONCRETE CONSTRUCTION INC										
6	6919	08/29/2025	10327016	09162025	121431	75,981.00	09/08/2025	INV	PD	CITYWIDE SIDEWALK REPLACE
725 CLEAN ENERGY										
CE12808181		08/29/2025	10327092	09162025	121432	4,966.51	09/28/2025	INV	PD	CNG M&O JULY 2025
CE12808587	7056	09/04/2025	10327256	09162025	121432	30,014.29	09/08/2025	INV	PD	Aug 2025 CNG FUEL FOR TRA

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						34,980.80				
12849 CLEAR INC										
May - June 2025		08/15/2025	10327405	09162025	121433	15,085.00	09/08/2025	INV	PD	5/25 - 6/25 Services
11708 CLOUD NAVIGATORS										
33749	6944	09/03/2025	10327104	09162025	121434	8,800.00	09/03/2025	INV	PD	IAM Cloud - Cloud Drive M
8889 COMMLINE, INC.										
0505440-IN	7070	08/11/2025	10327054	09162025	121435	9,345.80	09/08/2025	INV	PD	20 MOTOROLA REMOTE RADIO
11863 COMMUNICATION STRATEGIES										
3948	6597	09/09/2025	10327438	09162025	121436	306.25	09/09/2025	INV	PD	Consulting Services
3967		09/09/2025	10327439	09162025	121436	1,181.25	09/09/2025	INV	PD	SMS LICENSE AUTO ATTENDAN
3989	7052	09/09/2025	10327435	09162025	121436	243.75	09/09/2025	INV	PD	PROVIDE TECH CONSULT SERV
4026	7052	09/09/2025	10327436	09162025	121436	656.25	09/09/2025	INV	PD	PROVIDE TECH CONSULT SERV
						2,387.50				
10780 COMPANY NURSE, LLC										
42127		08/31/2025	10326988	09162025	121437	344.00	09/08/2025	INV	PD	COMPANY NURSE TRIAGE SERV
5498 CROSSROADS SOFTWARE, INC.										
7867	6677	08/26/2025	10327060	09162025	121438	24,800.00	09/25/2025	INV	PD	CHP SOFTWARE INTERFACE
14576 CSI SERVICES INC										
11209		08/15/2025	10327062	09162025	121439	1,910.00	09/14/2025	INV	PD	REPAIR PAVERS AFER WATER
8372 CULLIGAN OF SANTA ANA										
2005625		08/31/2025	10327272	09162025	121440	138.44	09/04/2025	INV	PD	09/2025 WATER SERVICE INV
2007581		08/31/2025	10327159	09162025	121440	34.52	09/08/2025	INV	PD	ST3 WATER COOLER REVERSE
2007634		08/31/2025	10327270	09162025	121440	155.00	09/04/2025	INV	PD	09/2025 WATER SERVICE DIS
						327.96				
893 CUMMINS CAL PACIFIC, INC.										
X4-250864604		08/20/2025	10326831	09162025	121441	853.27	09/19/2025	INV	PD	UNIT 114-18 WATER PUMP AN
919 DANIELS TIRE SERVICE										
200546919		08/14/2025	10326883	09162025	121442	327.47	09/10/2025	INV	PD	UNIT 002-07 TIRES
200547457		08/20/2025	10326881	09162025	121442	3,843.59	09/10/2025	INV	PD	UNIT 114-18 FIRE TRUCK TI
200547512		08/20/2025	10326885	09162025	121442	114.97	09/10/2025	INV	PD	UNIT 052 TIRES
200547595		08/20/2025	10326882	09162025	121442	439.65	09/10/2025	INV	PD	STOCK FIRE TIRES
200547607		08/20/2025	10326884	09162025	121442	418.36	09/10/2025	INV	PD	TRACTOR TIRES
						5,144.04				
927 DATA TICKET, INC.										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
072025PERMI		08/18/2025	10327266	09162025	121443	10.75	09/04/2025	INV	PD	07/2025 GUEST PERMITS
15265 DELKASH, KAUMYAR										
180620		09/03/2025	10327130	09162025	121444	275.00	09/03/2025	INV	PD	REFUND 180620 7REC0105-06
956 DELTA DENTAL										
BE006695973		09/01/2025	10326997	09162025	121445	33,159.87	09/08/2025	INV	PD	DENTAL PPO ACTIVE, RETIRE
9132 DELTA DENTAL INSURANCE COMPANY										
BE006695162		09/01/2025	10326994	09162025	121446	1,736.81	09/08/2025	INV	PD	DENTAL HMO ACTIVE SEPTEMB
BE006695185		09/01/2025	10326996	09162025	121447	23.76	09/08/2025	INV	PD	DENTAL HMO RETIREE SEPTEM
						1,760.57				
966 DEPARTMENT OF CONSERVATION										
2ND QTR SIMP FEES		06/30/2025	10327171	09162025	121448	4,289.66	09/03/2025	INV	PD	STRONG MOTION INSTRUMENTA
6047 DEPARTMENT OF INDUSTRIAL RELATIONS										
E 2198919 SN		08/14/2025	10326864	09162025	121449	225.00	10/13/2025	INV	PD	INSPECTION 303 N PCH 7/29
E 2201100 SN		08/21/2025	10327219	09162025	121449	225.00	10/20/2025	INV	PD	CONVEYANCE 177326- 101 TO
E 2201103 SN		08/21/2025	10327220	09162025	121449	225.00	10/20/2025	INV	PD	CONVEYANCE 177338-101 TOR
						675.00				
971 DEPARTMENT OF JUSTICE										
834143		08/07/2025	10327332	09162025	121450	83.00	09/05/2025	INV	PD	07/2025 FINGERPRINTS
12283 DEVIL MOUNTAIN WHOLESALE NURSERY										
INV575745		08/27/2025	10327310	09162025	121451	323.76	09/26/2025	INV	PD	PLANTS FOR BROADWAY FIRE
INV578921		09/03/2025	10327309	09162025	121451	354.49	10/03/2025	INV	PD	PLANTS FOR HARRY PARK TEE
						678.25				
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0006417592		08/25/2025	10327346	09162025	121452	715.10	09/08/2025	INV	PD	Pallet Shelter Power Pole
6174 DIAZ, CARRIE										
07292025		09/08/2025	10327402	09162025	121453	60.34	09/08/2025	INV	PD	CARRIE DIAZ MILEAGE FOR A
1012 DOOLEY ENTERPRISES, INC.										
70637		09/04/2025	10327268	09162025	121454	893.25	09/04/2025	INV	PD	AMMUNITION PURCHASE ORDER
10748 DOUG & SONS PEST CONTROL										
48730		08/06/2025	10327303	09162025	121455	200.00	09/05/2025	INV	PD	MONTHLY PEST/BAIT MAIN LI
48763		08/13/2025	10327308	09162025	121455	75.00	09/12/2025	INV	PD	MONTHLY PEST/BAIT STATION
48911		08/13/2025	10327307	09162025	121455	75.00	09/12/2025	INV	PD	MONTHLY BAIT STATIONS FIR

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
48912		08/13/2025	10327306	09162025	121455	55.00	09/12/2025	INV	PD	MONTHLY PEST CONTROL NORT
49013		08/18/2025	10327302	09162025	121455	82.00	09/18/2025	INV	PD	MONTHLY PEST/BAIT ALTA VI
49066		08/06/2025	10327305	09162025	121455	82.00	09/05/2025	INV	PD	MONTHLY PEST/BAIT POLICE
49160		08/13/2025	10327304	09162025	121455	105.00	09/12/2025	INV	PD	MONTHLY PEST/BAIT OLD LIB
						674.00				
7778 DUDEK										
202506987		08/25/2025	10326852	09162025	121456	898.75	09/24/2025	INV	PD	DTSC AND CERS SUBMITTAL C
14640 EAST, WILLIAM										
OTSEAST		09/05/2025	10327369	09162025	121457	86.00	09/05/2025	INV	PD	PER DIEM OTS TRAFFIC SAFE
1055 EASY READER										
RD25-054	7031	08/07/2025	10327099	09162025	121458	270.00	09/08/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-055	7031	08/25/2025	10327090	09162025	121458	432.50	09/08/2025	INV	PD	LEGAL ADS PUBLISHING
						702.50				
1110 ENTENMANN-ROVIN COMPANY										
0190246-IN		08/22/2025	10327067	09162025	121459	90.94	09/21/2025	INV	PD	BADGE FOR MSO
10248 EPAX SYSTEMS, INC.										
39257		09/01/2025	10326989	09162025	121460	1,004.21	09/30/2025	INV	PD	MONTHLY PIER COMPACTOR 9/
3655 EQUIFAX INFORMATION SERVICES, LLC										
2067083947		08/07/2025	10327081	09162025	121461	128.00	09/06/2025	INV	PD	07/2025 MONTHLY CREDIT RE
8598 EVIDENT CRIME SCENE PRODUCTS										
253412A		08/11/2025	10327248	09162025	121462	44.00	09/04/2025	INV	PD	TYVEK SLEEVES FOR CRIME L
9987 EXCELSIOR ELEVATOR										
37141	6361	07/07/2025	10327626	09162025	121463	900.00	08/07/2025	INV	PD	ELEVATOR MAINTENANCE-TROU
37245	6361	07/29/2025	10327216	09162025	121463	270.00	08/29/2025	INV	PD	7/29 TROUBLECALL MAIN LIB
37401	6361	08/05/2025	10327020	09162025	121463	1,095.00	09/04/2025	INV	PD	AUGUST '25 ELEVATOR MAINT
						2,265.00				
1176 FEDERAL EXPRESS CORPORATION										
8-963-98762		08/22/2025	10327158	09162025	121464	12.38	09/08/2025	INV	PD	FEDEX shipping
15258 FIRSTGEVITY, LLC										
INV-000228	7117	07/09/2025	10327413	09162025	121465	18,912.00	09/01/2025	INV	PD	FIRSTGEVITY WELLNESS DIGI
14217 FLOCK GROUP INC										
INV-73139	7114	08/29/2025	10327412	09162025	121466	5,720.08	09/28/2025	INV	PD	YEAR 1 COST 2 ADDITIONAL

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
15269 FONTELA, AILEEN										
180624		09/03/2025	10327135	09162025	121467	400.00	09/03/2025	INV	PD	REFUND 180624 SSL RETURN
10825 FRANCO AUTO UPHOLSTERY										
17540		08/21/2025	10326880	09162025	121468	300.00	09/20/2025	INV	PD	UNIT 364 REUPHOLSTERY AND
1258 FRANK SCOTTO TOWING										
84619C		07/10/2025	10327383	09162025	121469	261.00	09/16/2025	INV	PD	TOW SERVICE DR25-4070 07/
1289 GALLS INCORPORATED										
032295263		08/20/2025	10327089	09162025	121470	8.13	09/08/2025	INV	PD	UNIFORM PATCH - YANG
032308344		08/21/2025	10327088	09162025	121470	16.27	09/08/2025	INV	PD	UNIFORM PATCHES - YAMAMOT
032365683		08/27/2025	10327093	09162025	121470	6.25	09/08/2025	INV	PD	UNIFORM PATCH REMOVAL - Y
032392132		08/29/2025	10327095	09162025	121470	9.68	09/08/2025	INV	PD	FF/PM UNIFORMS
032404646		08/31/2025	10327098	09162025	121470	456.56	09/08/2025	INV	PD	FF/PM UNIFORM PATCHES
						496.89				
4171 GARCIA, SALVADOR										
08180820SLI		09/05/2025	10327333	09162025	121471	215.00	09/05/2025	INV	PD	GARCIA SLI POST REIMBUSAB
15199 GARLOCK, MARK										
PSA 08/12/2025		08/25/2025	10327012	09162025	121472	405.00	09/08/2025	INV	PD	PSA PROJECT MANAGEMENT SE
9598 GENERAL INDUSTRIAL TOOL AND SUPPLY										
3000185		07/22/2025	10327313	09162025	121473	426.00	08/21/2025	INV	PD	SAFETY VESTS FOR PIER
6345 GOLD COAST TOURS, INC.										
437601		09/08/2025	10327401	09162025	121474	1,144.00	09/08/2025	INV	PD	SENIOR EXCURSION GRAMMY M
11331 GRANICUS, LLC										
212806	6580	08/27/2025	10327114	09162025	121475	23,942.00	09/08/2025	INV	PD	GRANICUS AGENDA MANAGEMEN
213815	7059	09/08/2025	10327385	09162025	121475	72,909.53	09/08/2025	INV	PD	GRANICUS AGENDA MANAGEMEN
						96,851.53				
12325 HART INTERCIVIC, INC										
INV003472	6764	07/03/2025	10327109	09162025	121476	12,542.00	09/08/2025	INV	PD	CONTRACT SERVICES - LICEN
INV003472-B		07/03/2025	10327110	09162025	121476	1,222.85	09/08/2025	INV	PD	CONTRACT SERVICES - LICEN
						13,764.85				
1453 HDL, COREN & CONE										
SIN053936		08/28/2025	10327453	09162025	121477	1,590.00	09/09/2025	INV	PD	ACFR STATISTICAL PACKAGES
13317 HERC RENTALS										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
35730287-001		08/29/2025	10326956	09162025	121478	864.29	08/29/2025	INV	PD	RENTAL - SCISSOR LIFT FOR
6750 HF & H CONSULTANTS, LLC										
9722390	6633	08/19/2025	10326873	09162025	121479	19,988.25	09/18/2025	INV	PD	2024 REVIEW 2ND AMENDMENT
7831 HIRSCH & ASSOCIATES INC										
2524 PB1	6280	06/30/2025	10327458	09162025	121480	3,800.00	07/30/2025	INV	PD	CATALINA AVE MEDIAN LANDS
JOB#1905, PB#17	6280	08/29/2025	10326907	09162025	121480	310.00	09/08/2025	INV	PD	ON-CALL AGREEMENT TASK OR
JOB#1905,PB#17	7097	08/29/2025	10326905	09162025	121480	5,550.00	09/08/2025	INV	PD	NORTH REDONDO BEACH BIKEW
						9,660.00				
13519 HOLLEY, JARED										
OTSHOLLEY2025		09/05/2025	10327371	09162025	121481	86.00	09/05/2025	INV	PD	PER DIEM OTS TRAFFIC SAFE
3519 HUNTINGTON BEACH HONDA										
119617		08/25/2025	10327063	09162025	121482	1,445.87	08/25/2025	INV	PD	MAINTENANCE 2020 HONDA CR
12157 ILAND INTERNET SOLUTIONS CORPORATION										
INV-244857		08/29/2025	10326937	09162025	121483	169.93	08/29/2025	INV	PD	VEEAM BURST
14522 IMPERIAL COUNTY OFFICE OF EDUCATION										
INV25-01068		06/30/2025	10327044	09162025	121484	2,972.15	09/02/2025	INV	PD	Q4 MRC BILLING
1560 INDIAN CANYON LAND CORPORATION										
2904		09/06/2025	10327361	09162025	121485	175.00	09/16/2025	INV	PD	08/2025 RANGE RENTAL FEE
1566 INDUSTRIAL LOCK & SECURITY, INC.										
254072		06/11/2025	10327177	09162025	121486	209.50	09/04/2025	INV	PD	REPAIR OF WEST SIDE DOOR
254997		08/07/2025	10327172	09162025	121486	209.50	09/04/2025	INV	PD	LOCK REPAIR BASEMENT STAI
						419.00				
1569 INDUSTRIAL SAFETY SHOE CO.										
I100-1464100		08/21/2025	10327207	09162025	121487	287.49	09/21/2025	INV	PD	CLAUDIA PAMANES WORKBOOTS
15257 INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB										
082525		08/25/2025	10327355	09162025	121488	7,467.40	09/08/2025	INV	PD	8/25 Inter Exchange of Au
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130114955		09/02/2025	10327076	09162025	121489	466.24	10/02/2025	INV	PD	STOCK BATTERIES
11296 JOE MAR POLYGRAPH & INVESTIGATION										
25-045-RBPD		08/31/2025	10327330	09162025	121490	250.00	09/05/2025	INV	PD	POLYGRAPH BATTY RECRUIT 0

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3585 JONES, NANCY										
AUGUST2025		09/03/2025	10327126	09162025	121491	1,809.00	09/03/2025	INV	PD	AUGUST2025 FARMERSMARKET
4943 KIMBALL MIDWEST										
103692619		08/27/2025	10326931	09162025	121492	226.79	09/26/2025	INV	PD	PAINT FOR SHOP
1749 KING HARBOR MARINE CENTER										
39690		08/06/2025	10326927	09162025	121493	1,195.43	09/05/2025	INV	PD	BOAT 808 SEA WAY MAINTENA
39728		08/25/2025	10326926	09162025	121493	609.91	09/24/2025	INV	PD	BOAT 801 CRYSTALINER PART
						1,805.34				
12546 KINGDOM CAUSES										
2025-0700052		07/31/2025	10327406	09162025	121494	4,144.06	09/08/2025	INV	PD	7/25 Outreach & Engagemen
14134 KIS										
84572	7055	09/09/2025	10327430	09162025	121495	240,780.52	09/09/2025	INV	PD	REPLACEMENT JAIL CAMERAS
84738	7024	09/09/2025	10327428	09162025	121495	2,437.89	09/09/2025	INV	PD	REMOTE MANAGEMENT SERVICE
84856	7053	09/09/2025	10327431	09162025	121495	48,000.00	09/09/2025	INV	PD	30 MONTHS CLOUD BACK UP S
						291,218.41				
8444 KRONOS INCORPORATED										
I10010021556		08/23/2025	10326957	09162025	121496	1,733.59	09/08/2025	INV	PD	8/23 - 9/22/25 TELESTAFF
10899 LA UNIFORMS										
28253		08/01/2025	10327180	09162025	121497	551.03	09/04/2025	INV	PD	RISTA UNIFORMS PATROL
28254		08/01/2025	10327183	09162025	121497	358.09	09/04/2025	INV	PD	SINGH UNIFORMS MSO
28263		08/02/2025	10327208	09162025	121497	138.75	09/04/2025	INV	PD	CASS CLASS A UNIFORM DISP
28271		08/02/2025	10327209	09162025	121497	132.13	09/04/2025	INV	PD	KAPILA CLASS A UNIFORM DI
28301		08/05/2025	10327185	09162025	121497	30.00	09/04/2025	INV	PD	KIESSYA ALTERATION
28328		08/07/2025	10327186	09162025	121497	126.73	09/04/2025	INV	PD	AUBUCHON PANTS RECORDS
28342		08/08/2025	10327210	09162025	121497	138.75	09/04/2025	INV	PD	CHINI CLASS A UNIFORM DIS
28343		08/08/2025	10327188	09162025	121497	645.68	09/04/2025	INV	PD	AYALA UNIFORM PSS
28368		08/11/2025	10327211	09162025	121497	415.31	09/04/2025	INV	PD	SESTICH CLASS A UNIFORM D
28418		08/13/2025	10327189	09162025	121497	253.46	09/04/2025	INV	PD	GARCIA PANTS MSO
28446		08/15/2025	10327190	09162025	121497	591.03	09/04/2025	INV	PD	SGT GARCIA UNIFORM
28460		08/15/2025	10327192	09162025	121497	598.34	09/04/2025	INV	PD	LITCHMAN UNIFORM PIER UNI
28491		08/18/2025	10327212	09162025	121497	128.83	09/04/2025	INV	PD	CEDILLOS CLASS A UNIFORM
28529		08/20/2025	10327193	09162025	121497	530.24	09/04/2025	INV	PD	FARRELL UNIFORM PATROL
28699		08/27/2025	10327194	09162025	121497	77.12	09/04/2025	INV	PD	KNEALE RADIO HOLDER PATRO
28718		08/28/2025	10327195	09162025	121497	234.00	09/04/2025	INV	PD	SGT PRESTIA UNIFORM
28719		08/28/2025	10327196	09162025	121497	311.84	09/04/2025	INV	PD	PIRSAHELI UNIFORM TRAFFIC
28736		08/28/2025	10327198	09162025	121497	491.49	09/04/2025	INV	PD	J SMITH UNIFORM PIER UNIT
28748		08/29/2025	10327213	09162025	121497	138.75	09/04/2025	INV	PD	GALLIMORE CLASS A UNIFORM
						5,891.57				
1828 LANCE, SOLL & LUNGHARD, LLP										
70082	6244	08/31/2025	10327454	09162025	121498	2,610.00	09/09/2025	INV	PD	GASB ACCOUNTING SERVICES

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9936 LARRY WALKER ASSOCIATES										
00531.05-9	6637	08/13/2025	10326910	09162025	121499	7,248.85	09/08/2025	INV	PD	NPDES SERVICES
14934 LAU, MELINDA										
2025-130-BF		07/21/2025	10327106	09162025	121500	340.00	09/08/2025	INV	PD	REVISED MINUTES FOR BUDGE
2025-141-TRANSCRIPT		08/25/2025	10327045	09162025	121500	340.00	09/08/2025	INV	PD	MINUTES TRANSCRIPT REVIEW
2025-142-OVERSIGHT		08/25/2025	10327046	09162025	121500	255.00	09/08/2025	INV	PD	MINUTES OVERSIGHT/ADMIN
2025-143-OVERSIGHT		08/25/2025	10327047	09162025	121500	297.50	09/08/2025	INV	PD	MINUTES OVERSIGHT/ADMIN
2025-144-CC		08/31/2025	10327049	09162025	121500	1,275.00	09/08/2025	INV	PD	MEETING MINUTES FOR CITY
2025-145-HA		08/31/2025	10327048	09162025	121500	85.00	09/08/2025	INV	PD	MEETING MINUTES FOR HOUSI
2025-146-TRANSCRIPT		09/01/2025	10327050	09162025	121500	212.50	09/08/2025	INV	PD	MINUTES TRANSCRIPT REVIEW
2025-147-TRANSCRIPT		09/02/2025	10327105	09162025	121500	255.00	09/08/2025	INV	PD	TRANSCRIPT REVIEW
						3,060.00				
4129 LAYNE CHRISTENSEN CO.										
3020587	7040	08/25/2025	10326829	09162025	121501	13,790.63	09/24/2025	INV	PD	EMERGENCY REPAIR SEASIDE
14817 LBP CONSULTING LLC										
Redondo-0001	7115	09/09/2025	10327450	09162025	121502	5,000.00	09/09/2025	INV	PD	CONSULTING SERVICES
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
354506		06/25/2025	10327397	09162025	121503	127.50	09/08/2025	INV	PD	5/25 General Legal Fees
354507		06/25/2025	10327398	09162025	121503	300.00	09/08/2025	INV	PD	5/25 J. Pailet Legal Fees
354508		06/25/2025	10327399	09162025	121503	1,430.00	09/08/2025	INV	PD	5/25 B. Ridenour (CN21) L
354512		06/25/2025	10327411	09162025	121503	1,912.50	09/08/2025	INV	PD	5/25 McCune Govt Code 325
356244		07/15/2025	10327390	09162025	121503	1,527.50	09/08/2025	INV	PD	6/25 St. Clair Legal Fees
358990		08/19/2025	10327356	09162025	121503	4,950.00	09/08/2025	INV	PD	7/25 C. Garcia Legal Fees
358992		08/19/2025	10327357	09162025	121503	12,677.00	09/08/2025	INV	PD	7/25 D. Glenn Legal Fees
358993		08/19/2025	10327349	09162025	121503	7,061.97	09/08/2025	INV	PD	7/25 K. Deckers Legal Fee
358994		08/19/2025	10327350	09162025	121503	7,017.64	09/08/2025	INV	PD	7/25 C. Garcia Legal Fees
						37,004.11				
15248 LEGAL UPDATES LLC										
LUPC-2025TO2026		07/01/2025	10327059	09162025	121504	3,204.00	09/08/2025	INV	PD	LEGAL UPDATES ANNUAL SUBS
3515 LEXIPOL LLC										
INVPM11255466	7095	06/26/2025	10327056	09162025	121505	12,594.64	07/26/2025	INV	PD	FY25-26 ANNUAL LICENSE FO
8803 LEXISNEXIS RISK DATA MANAGEMENT										
1100195408		08/31/2025	10327290	09162025	121506	50.00	09/04/2025	INV	PD	08/2025 SUBSCRIPTION FEES
1884 LIEBERT CASSIDY WHITMORE										
304343		08/31/2025	10327426	09162025	121508	1,344.50	09/08/2025	INV	PD	POA NEGOTIATIONS 2025
304344		08/31/2025	10327425	09162025	121507	4,730.00	09/08/2025	INV	PD	CALPERS AUDIT

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						6,074.50				
1887 LIFE ASSIST, INC.										
1634216		09/03/2025	10327161	09162025	121509	4,201.14	09/08/2025	INV	PD	MEDICAL/PM AID SUPPLIES
12775 LINDE GAS & EQUIPMENT INC										
51572367		08/22/2025	10326954	09162025	121510	419.34	09/08/2025	INV	PD	SCBA CYLINDER RENTAL 7/20
51597960		08/22/2025	10326955	09162025	121510	826.02	09/08/2025	INV	PD	SCBA CYLINDER RENTAL 7/20
						1,245.36				
15271 LOPEZ, DAVID										
180626		09/03/2025	10327137	09162025	121511	200.00	09/03/2025	INV	PD	REFUND 180626 AV RETURN D
15237 LOPILATO, COLETTE										
20222591		08/14/2025	10326693	09162025	121512	5,000.00	08/25/2025	INV	PD	TCO DEPOSIT REFUND
4071 LOS ANGELES COUNTY FIRE DEPT.										
IN0478406		08/25/2025	10326870	09162025	121513	3,224.00	10/24/2025	INV	PD	LACO CUPA- HAZARDOUS WAST
IN0489933		08/25/2025	10327068	09162025	121514	833.00	10/24/2025	INV	PD	LACO CUPA- HAZ WASTE DISC
						4,057.00				
1939 LOS ANGELES COUNTY AUDITOR										
06272025		06/27/2025	10327452	09162025	121515	5,078.10	09/09/2025	INV	PD	LAFCO 2025-2026
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
260079BL		08/20/2025	10327206	09162025	121516	1,643.83	09/04/2025	INV	PD	07/2025 INMATE FOOD
10274 MACKAY METERS, INC.										
1070122		07/31/2025	10326722	09162025	121517	134.00	09/08/2025	INV	PD	JULY METERS
15202 MAINSTREET DESIGNS INC										
37979	7081	08/26/2025	10327066	09162025	121518	18,711.27	09/09/2025	INV	PD	BANNER POLE RODS FOR RIVI
14988 MAL GATES LLC										
2500610		08/14/2025	10327118	09162025	121519	734.78	09/03/2025	INV	PD	REFUND OF DUPLICATE PERMI
4593 MANZANO, ELEANOR										
08122025		08/25/2025	10327086	09162025	121520	516.00	09/08/2025	INV	PD	MANZANO - TRAVEL EXPENSE
2066 MATTHEW BENDER & CO., INC.										
46422153		08/18/2025	10327363	09162025	121521	814.85	09/08/2025	INV	PD	8/25 CA Criminal Discover
2068 MATTUCCI PLUMBING										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
229133		09/08/2025	10327382	09162025	121522	175.00	09/08/2025	INV	PD	snakeout toilet RBTC 9.4.
2084 MCCUNE & HARBER, LLP.										
128814		05/31/2025	10327392	09162025	121523	1,710.00	09/08/2025	INV	PD	5/25 K. Alexander Legal F
128815		05/31/2025	10327393	09162025	121523	202.50	09/08/2025	INV	PD	5/25 S. Counter Legal Fee
128874		05/31/2025	10327394	09162025	121523	717.10	09/08/2025	INV	PD	5/25 Brimer Legal Fees
						2,629.60				
4582 MELAD & ASSOCIATES										
RB25-13.2	7096	07/07/2025	10327113	09162025	121524	44,277.72	09/03/2025	INV	PD	PLAN CHECK AND CONSULTING
RB25-15	7096	08/07/2025	10327112	09162025	121524	73,050.00	09/03/2025	INV	PD	PLAN CHECK AND CONSULTING
RB25-16	7096	08/07/2025	10327111	09162025	121524	12,712.50	09/03/2025	INV	PD	PLAN CHECK AND CONSULTING
						130,040.22				
2127 MICHAEL J ARNOLD & ASSOCIATES INC										
15079	6750	09/08/2025	10327389	09162025	121525	84.00	09/08/2025	INV	PD	CONSULTANT SVCS FOR STATE
15084	6750	09/08/2025	10327388	09162025	121525	3,500.00	09/08/2025	INV	PD	CONSULTANT SERVICES FOR S
						3,584.00				
7177 MICHEL & ASSOCIATES, P.C.										
13926TS/8661QB		08/06/2025	10327409	09162025	121526	4,674.39	09/08/2025	INV	PD	6/25 Stuver Insurance Leg
12099 MIKE DAVIS CUSTOM HOME BUILDING, INC.										
E2024-072		08/29/2025	10326932	09162025	121527	1,500.00	09/08/2025	INV	PD	REFUND DEPOSIT FEE E2024-
12334 MINTZ, LEVIN, COHN, FERRIS, GLOVSKY,										
9424755		04/09/2025	10327395	09162025	121528	141.00	09/08/2025	INV	PD	3/25 9300 Wilshire Invers
13349 MINUTEMAN PRESS REDONDO BEACH										
34519	6217	08/29/2025	10326936	09162025	121529	380.01	08/29/2025	INV	PD	Minuteman Press Printing
12750 MONTEILH, AUSTIN										
UOFMONTEILH2025		08/27/2025	10327379	09162025	121530	115.00	09/05/2025	INV	PD	07/07/25-07/11/25 USE OF
15245 MORAN, BRENDA										
178134		08/29/2025	10326912	09162025	121531	200.00	08/29/2025	INV	PD	REFUND 178134 AV RETURN D
15244 MUELLER, CRISTAN										
178132		08/29/2025	10326911	09162025	121532	200.00	08/29/2025	INV	PD	REFUND 178132 AV RETURN D
9617 MULTICARD, INC.										
72319	6716	09/09/2025	10327442	09162025	121533	24,817.06	09/09/2025	INV	PD	DNA FUSION ID BADGING SOF
72703	6716	09/09/2025	10327441	09162025	121533	3,890.64	09/09/2025	INV	PD	DNA FUSION ID BADGING SOF

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						28,707.70				
14196 NAPA AUTO PARTS										
059503		08/20/2025	10326832	09162025	121534	351.31	09/19/2025	INV	PD	UNIT 344-15 FRONT BRAKE P
059513		08/20/2025	10326833	09162025	121534	13.29	09/19/2025	INV	PD	UNIT 344-15 BRAKE BEARING
059559		08/20/2025	10326834	09162025	121534	134.60	09/19/2025	INV	PD	UNIT 107-18 FRONT BRAKE P
059616		08/21/2025	10326835	09162025	121534	18.91	09/20/2025	INV	PD	UNIT 364-03 FUEL FILTER
059993		08/26/2025	10326879	09162025	121534	191.79	09/25/2025	INV	PD	UNIT 683 BRAKE PADS
060200		08/28/2025	10326928	09162025	121534	49.47	09/27/2025	INV	PD	STOCK WIPER BLADES
060529		09/02/2025	10327075	09162025	121534	158.39	10/02/2025	INV	PD	UNIT 014 BRAKE PADS
060626		09/03/2025	10327254	09162025	121534	41.87	10/03/2025	INV	PD	UNIT 020-13 SWAY BAR LINK
						959.63				
13567 NUVIS										
28270	5952	07/31/2025	10326822	09162025	121535	24,792.50	09/08/2025	INV	PD	SEASIDE LAGOON REVITALIZA
10031 OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,										
87782647		08/11/2025	10326990	09162025	121536	145.00	09/08/2025	INV	PD	DOT PHYSICALS 08/11/2025
7131 OCHOA, IGNACIO										
1042823		09/04/2025	10327258	09162025	121537	150.00	09/04/2025	INV	PD	SAILING 1042823 8/4 BOTTO
13029 ODP BUSINESS SOLUTIONS, LLC										
429483744001		08/15/2025	10327009	09162025	121538	18.37	09/08/2025	INV	PD	OFFICE SUPPLIES 08/15/202
430597009001		08/12/2025	10327152	09162025	121538	8.36	09/08/2025	INV	PD	ODP office supplies note
430607150001		08/13/2025	10327156	09162025	121538	86.11	09/08/2025	INV	PD	ODP office supplies
432142363002		08/14/2025	10327422	09162025	121538	15.19	09/09/2025	INV	PD	POST IT NOTES
432791482001		07/24/2025	10327365	09162025	121538	15.02	09/08/2025	INV	PD	7/25 Office Supplies
432792050001		07/24/2025	10327362	09162025	121538	37.13	09/08/2025	INV	PD	7/25 Office Supplies
432792052001		07/23/2025	10327360	09162025	121538	9.99	09/08/2025	INV	PD	7/25 Office Supplies
432940836001		08/13/2025	10327011	09162025	121538	-17.11	09/08/2025	CRM	PD	CREDIT MEMO OFFICE SUPPLI
432982185001		08/11/2025	10327004	09162025	121538	57.66	09/08/2025	INV	PD	OFFICE SUPPLIES 08/11/202
433016134001		07/24/2025	10327230	09162025	121538	418.72	08/29/2025	INV	PD	GALVAN - DB GENERAL OFFIC
433191512001		07/25/2025	10327231	09162025	121538	75.71	08/29/2025	INV	PD	GALVAN - DB GENERAL OFFIC
433191513001		07/24/2025	10327228	09162025	121538	9.10	08/29/2025	INV	PD	GALVAN - GENERAL OFFICE S
433193837001		07/24/2025	10327229	09162025	121538	363.14	08/29/2025	INV	PD	GALVAN - DB GENERAL OFFIC
434318795001		08/08/2025	10327234	09162025	121538	256.10	09/12/2025	INV	PD	GALVAN - DB GENERAL OFFIC
434586241001		07/31/2025	10327232	09162025	121538	272.62	09/05/2025	INV	PD	GALVAN - DB GENERAL OFFIC
434612932001		08/12/2025	10327005	09162025	121538	249.98	09/08/2025	INV	PD	OFFICE SUPPLIES 08/12/202
435149614001		08/05/2025	10327344	09162025	121538	29.95	09/08/2025	INV	PD	8/25 Office Supplies
435149970001		08/05/2025	10327345	09162025	121538	30.42	09/08/2025	INV	PD	8/25 Office Supplies
435369080001		08/07/2025	10327006	09162025	121538	253.53	09/08/2025	INV	PD	OFFICE SUPPLIES 08/07/202
435398262001		08/07/2025	10327007	09162025	121538	39.89	09/08/2025	INV	PD	OFFICE SUPPLIES 08/07/202
435514244001		08/11/2025	10327235	09162025	121538	23.59	09/12/2025	INV	PD	GALVAN - DB GENERAL OFFIC
435514784001		08/11/2025	10327237	09162025	121538	113.59	09/12/2025	INV	PD	GALVAN - DB GENERAL OFFIC
435514785001		08/12/2025	10327240	09162025	121538	29.87	09/12/2025	INV	PD	GALVAN - DB GENERAL OFFIC
435514786001		08/12/2025	10327239	09162025	121538	37.08	09/12/2025	INV	PD	GALVAN - DB GENERAL OFFIC
435828056001		08/19/2025	10327140	09162025	121538	806.89	09/18/2025	INV	PD	OFFICE SUPPLIES
435828056002		08/21/2025	10327139	09162025	121538	22.49	09/20/2025	INV	PD	OFFICE SUPPLIES
436041112001		08/15/2025	10327010	09162025	121538	134.65	09/08/2025	INV	PD	OFFICE SUPPLIES 08/15/202

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
436192379001		08/15/2025	10326962	09162025	121538	143.48	09/08/2025	INV	PD	FIRE ADMIN OFFICE SUPPLIE
436645999001		08/19/2025	10326877	09162025	121538	77.12	09/19/2025	INV	PD	CORRECTION TAPE, RUBBER B
436994935001		08/25/2025	10327119	09162025	121538	220.84	09/03/2025	INV	PD	OFFICE SUPPLIES
437455452001		08/22/2025	10327150	09162025	121538	34.88	09/08/2025	INV	PD	COFFEE AND OFFICE SUPPLIE
437455617001		08/21/2025	10327151	09162025	121538	31.98	09/08/2025	INV	PD	COFFEE AND OFFICE SUPPLIE
437459747001		08/22/2025	10327153	09162025	121538	26.55	09/08/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
437459899001		08/21/2025	10327155	09162025	121538	48.16	09/08/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
437897151001		08/26/2025	10327154	09162025	121538	62.48	09/08/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
						4,043.53				
15264 OGUN, TESFA										
Refund 2025		09/04/2025	10327282	09162025	121539	176.00	09/08/2025	INV	PD	2 Bus Pass refunds
15246 ORTIZ, SONIA										
178133		08/29/2025	10326913	09162025	121540	200.00	08/29/2025	INV	PD	REFUND 178133 AV RETURN D
15267 PADDOCK, CAROLYN										
180627		09/03/2025	10327132	09162025	121541	200.00	09/03/2025	INV	PD	REFUND 180627 AV RETURN D
2408 PV VILLAGE PET HOSPITAL										
729093160		08/26/2025	10327245	09162025	121542	54.50	09/04/2025	INV	PD	INJURED KITTEN 08/26/2025
12759 PARKMOBILE LLC										
INVUS032-2025-001331		08/31/2025	10327233	09162025	121543	3,336.75	09/04/2025	INV	PD	08/2025 TRANSACTION FEES
8133 PCI STRIPING										
10998C-18	6670	09/02/2025	10327264	09162025	121544	74,814.39	10/02/2025	INV	PD	CITYWIDE TRAFFIC STRIPPIN
14339 PEGASUS STUDIOS										
1025	6885	09/01/2025	10326977	09162025	121545	8,400.00	09/02/2025	INV	PD	CITY MEETINGS ACTIVATE AV
15249 PITZER, FRANZI										
179118		08/29/2025	10326915	09162025	121546	5,417.80	08/29/2025	INV	PD	REFUND 142579 2KIDS 7REC0
2497 POM, INC.										
47729		08/18/2025	10327241	09162025	121547	1,333.62	09/04/2025	INV	PD	PARKING METER PARTS HERON
11747 PORTOFINO HOTEL & MARINA										
09022025		09/02/2025	10327069	09162025	121548	80.95	09/08/2025	INV	PD	MEU BOAT FUEL 08/16/2025
4511 PROFORCE LAW ENFORCEMENT										
581936	7077	08/20/2025	10327053	09162025	121549	1,477.65	09/08/2025	INV	PD	TWO (2) BALLISTIC SHIELD
2548 PRUDENTIAL OVERALL SUPPLY										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
43054397		08/26/2025	10326947	09162025	121550	29.45	09/08/2025	INV	PD	MATS/ACCT 20419235 FD #3
43055972		09/02/2025	10327055	09162025	121550	27.50	09/08/2025	INV	PD	9/25 FS1/DEL #20419018 SH
						56.95				
10446 PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.										
900922		09/01/2025	10327331	09162025	121551	924.00	09/05/2025	INV	PD	PSYCHOLOGICAL DE LA VEGA
2561 PVP COMMUNICATIONS										
136986		08/28/2025	10327071	09162025	121552	2,113.79	09/08/2025	INV	PD	HELMET KIT INSTALLATION -
2562 PYRO-COMM SYSTEMS, INC.										
10046706		07/17/2025	10327218	09162025	121553	837.80	08/16/2025	INV	PD	REPLACED BATTERY ON MAIN
12257 RACE COMMUNICATIONS										
RC1766253		09/02/2025	10326978	09162025	121554	2,040.00	09/02/2025	INV	PD	RACE SBCOG94874
8230 RAYNE WATER SYSTEMS										
8874		08/31/2025	10327204	09162025	121555	134.00	09/30/2025	INV	PD	FS2 WATER SOFTENER 9/1-9/
15053 REDONDO BEACH YOUTH BASEBALL										
180622		09/03/2025	10327129	09162025	121556	400.00	09/03/2025	INV	PD	REFUND 180622 SSL RETURN
11255 RED SECURITY GROUP, LLC										
103685		09/04/2025	10327252	09162025	121557	544.93	09/08/2025	INV	PD	EMERGENCY COMMERCIAL LABO
104796		09/04/2025	10327250	09162025	121557	742.53	09/08/2025	INV	PD	SERVICE CALL 8.22.25
104987		08/29/2025	10326950	09162025	121557	40.61	08/29/2025	INV	PD	RED SECURITY GROUP-DUPLIC
						1,328.07				
2618 RED WING SHOE STORES										
009ST1-1103484		07/24/2025	10327276	09162025	121558	242.51	09/09/2025	INV	PD	MARK GARLOCK WORK BOOTS
011st1-1015766		08/10/2025	10327287	09162025	121558	350.00	09/09/2025	INV	PD	FRANCISCO GOMEZ WORKBOOTS
011ST1-1016283		08/10/2025	10327285	09162025	121558	238.13	09/09/2025	INV	PD	DEREK ALVARADO WORKBOOTS
011ST1-1109631		08/10/2025	10327286	09162025	121558	350.00	09/09/2025	INV	PD	ALEJANDRO GOMEZ WORKBOOTS
011ST1-1117399		07/25/2025	10327278	09162025	121558	350.00	09/09/2025	INV	PD	OCTAVIO GODOY WORK BOOTS
011ST1-1174995		07/30/2025	10327271	09162025	121558	350.00	09/09/2025	INV	PD	ANGEL MARTINEZ WORKBOOTS
011ST1-1211204		08/10/2025	10327281	09162025	121558	248.02	09/09/2025	INV	PD	BOBBY MONTEVERDE WORKBOOT
011ST1-1264487		08/10/2025	10327284	09162025	121558	238.13	09/09/2025	INV	PD	GEORGE CARACOZA WORKBOOTS
011ST1-663129		08/10/2025	10327283	09162025	121558	350.00	09/09/2025	INV	PD	JESSE FRANCIS WORKBOOTS
						2,716.79				
11539 REDONDO BEACH TRAVEL AND TOURISM										
06/25DISB		09/11/2025	10327599	09162025	121559	66,872.84	09/11/2025	INV	PD	JUNE 2025 RBTMD DISB
8253 REDONDO CHAMBER COMMUNITY FOUNDATION										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
LDRREDDILEVA		09/05/2025	10327336	09162025	121560	995.00	09/05/2025	INV	PD	LEADERSHIP REDONDO PAYMEN
2640 REDONDO MARINE HARDWARE										
048924		08/25/2025	10327122	09162025	121561	290.40	09/08/2025	INV	PD	UTILITY ROPE BOAT #801
12044 RENDELL, BRAD										
08252025		08/25/2025	10326946	09162025	121562	150.00	09/08/2025	INV	PD	UNDERWATER MAINTENANCE -
2685 RICHARDS, WATSON & GERSHON										
248954(D)		07/29/2024	10327513	09162025	121563	17,729.50	09/10/2025	INV	PD	MUNI CODE/ CHARTER/ BONDS
249141(C)		08/14/2024	10327515	09162025	121563	5,634.50	09/10/2025	INV	PD	MUNI CODE/ CITY CHARTER/
249950(B)		10/14/2024	10327512	09162025	121563	855.50	09/10/2025	INV	PD	MUNI CODE/ CITY CHARTER/
250480(B)		11/25/2024	10327517	09162025	121563	501.50	09/10/2025	INV	PD	MUNI CODE/ CITY CHARTER/
254400		08/13/2025	10327341	09162025	121563	9,735.00	09/08/2025	INV	PD	7/25 Pipeline Franchise I
254403		08/13/2025	10326908	09162025	121563	1,740.50	09/08/2025	INV	PD	R6900-1055 EMINENT DOMAIN
254412		08/13/2025	10327343	09162025	121563	236.00	09/08/2025	INV	PD	7/25 NPDES Issues Rel. to
254414		08/19/2025	10327342	09162025	121563	9,947.50	09/08/2025	INV	PD	7/25 Public Records Act L
						46,380.00				
13178 RINGCENTRAL, INC.										
CD_001180622	7102	09/09/2025	10327427	09162025	121564	97,938.03	09/09/2025	INV	PD	RING CENTRAL
14102 ROBERT HALF										
65123836		06/26/2025	10327514	09162025	121565	2,354.80	09/08/2025	INV	PD	Labor Invoice Robert Half
65148902	7093	07/03/2025	10326976	09162025	121565	1,290.00	08/29/2025	INV	PD	ROBERT HALF INC Contracto
65148972		07/03/2025	10327516	09162025	121565	2,354.80	09/08/2025	INV	PD	Labor Invoice Robert Half
65164347	7093	07/08/2025	10326974	09162025	121565	1,290.00	08/29/2025	INV	PD	ROBERT HALF INC Contracto
65188226	7093	07/15/2025	10326973	09162025	121565	1,290.00	08/29/2025	INV	PD	ROBERT HALF INC Contracto
65212178	7093	07/22/2025	10326966	09162025	121565	1,290.00	08/29/2025	INV	PD	ROBERT HALF INC Contracto
65214627	6284	07/23/2025	10327502	09162025	121565	3,008.46	09/10/2025	INV	PD	TEMPORARY STAFFING FOR FI
65222363	6812	07/28/2025	10327058	09162025	121565	1,728.00	09/08/2025	INV	PD	TEMPORARY STAFFING SERVIC
65235488	7093	07/29/2025	10326972	09162025	121565	1,287.85	08/29/2025	INV	PD	ROBERT HALF INC Contracto
65259718	7093	08/05/2025	10326969	09162025	121565	1,290.00	08/29/2025	INV	PD	ROBERT HALF INC Contracto
65270441	7093	08/07/2025	10327494	09162025	121565	2,354.80	09/08/2025	INV	PD	ROBERT HALF INC Contracto
65285018	7093	08/12/2025	10326963	09162025	121565	1,118.00	08/29/2025	INV	PD	ROBERT HALF INC Contracto
65309399	7093	08/19/2025	10326964	09162025	121565	645.00	08/29/2025	INV	PD	ROBERT HALF INC Contracto
65318319	6812	08/25/2025	10327083	09162025	121565	1,641.60	09/08/2025	INV	PD	TEMPORARY STAFFING SERVIC
65318320	6812	08/25/2025	10327061	09162025	121565	1,641.60	09/08/2025	INV	PD	TEMPORARY STAFFING SERVIC
65319657	6812	08/25/2025	10327085	09162025	121565	1,663.20	09/08/2025	INV	PD	TEMPORARY STAFFING SERVIC
65335875	6284	08/27/2025	10327503	09162025	121565	3,166.80	09/10/2025	INV	PD	TEMPORARY STAFFING FOR FI
65337692	7093	08/27/2025	10326968	09162025	121565	1,290.00	08/29/2025	INV	PD	ROBERT HALF INC Contracto
65363507	6284	09/04/2025	10327504	09162025	121565	3,166.80	09/10/2025	INV	PD	TEMPORARY STAFFING FOR FI
						33,871.71				
6661 ROBERTSON'S										
708090		08/19/2025	10327244	09162025	121566	895.56	09/10/2025	INV	PD	CONCRETE 2111 RUHLAND AVE
710153		08/21/2025	10327242	09162025	121566	914.76	09/10/2025	INV	PD	CONCRETE 317 AVE E

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						1,810.32				
13562 SADEGHI, SINA										
UOFSADEGHI2025		08/27/2025	10327376	09162025	121567	115.00	09/05/2025	INV	PD	07/07/25-07/11/25 USE OF
2783 SAFETY-KLEEN CORPORATION										
97874392		08/21/2025	10327262	09162025	121568	1,287.33	09/21/2025	INV	PD	SHOP PARTS WASHER SERVICE
14800 SAFETYCENTRIC INC										
INV26417	7075	09/09/2025	10327434	09162025	121569	1,353.65	09/09/2025	INV	PD	CONTRACTOR FOR FIBER OPTI
INV26423	7075	09/09/2025	10327433	09162025	121569	1,620.00	09/09/2025	INV	PD	CONTRACTOR FOR FIBER OPTI
						2,973.65				
15270 SANCHEZ, KARELY										
180623		09/03/2025	10327136	09162025	121570	400.00	09/03/2025	INV	PD	REFUND 180623 SSL RETURN
6829 SANCON TECHNOLOGIES, INC.										
28833	6884	08/29/2025	10326903	09162025	121571	67,131.00	09/08/2025	INV	PD	STORM DRAIN MTCE & IMPROV
2811 SANTA ANA COLLEGE										
55387		09/01/2025	10327377	09162025	121572	115.00	09/05/2025	INV	PD	PRE ACADEMY FRAUSTO 03/20
55390		09/01/2025	10327378	09162025	121572	230.00	09/05/2025	INV	PD	PRE ACADEMY MANTIKAS & WE
55394		09/01/2025	10327328	09162025	121572	1,357.00	09/05/2025	INV	PD	BASIC ACADEMY FRAUSTO THR
55395		09/01/2025	10327329	09162025	121572	2,714.00	09/05/2025	INV	PD	BASIC ACADEMY MANTIKAS &
						4,416.00				
15268 SARIO, ARIEL										
180625		09/03/2025	10327134	09162025	121573	200.00	09/03/2025	INV	PD	REFUND 180625 AV RETURN D
15272 SASAKI, ALEXA RAE										
SASAKI2025		09/03/2025	10327128	09162025	121574	28.84	09/03/2025	INV	PD	REFUND SASAKI2025 SSL ENT
9294 SCPLRC CONFERENCE REGISTRATION										
SCPLRC DUES FY2526		08/29/2025	10326991	09162025	121575	350.00	09/08/2025	INV	PD	FY25/26 SCPLRC MEMBERSHIP
6612 SEEDS OF JOY VILLAGE, INC.										
SOJV2025-066		09/03/2025	10327127	09162025	121576	11,337.66	09/03/2025	INV	PD	SOJV2025-066 SEPT2025 5YP
11774 SHAFER, MARIA										
2025-043 RBPAC		08/21/2025	10327107	09162025	121577	1,020.00	09/08/2025	INV	PD	MEETING MINUTES FOR PUBLI
15243 SHARPLESS, PATRICK										
081825		08/18/2025	10327339	09162025	121578	70.00	09/08/2025	INV	PD	8/25 P. Sharpless PD Loss

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3542 SHENASI, PERRY										
2502014		08/14/2025	10327115	09162025	121579	1,199.00	09/03/2025	INV	PD	REFUND OF PERMIT PULLED I
8622 SHOETERIA										
0090351-IN		08/18/2025	10327223	09162025	121580	350.00	09/30/2025	INV	PD	HECTOR MACIAS WORKBOOTS
0090376-IN		08/17/2025	10327222	09162025	121580	316.26	09/15/2025	INV	PD	JORGE GARCIA WORK BOOTS
						666.26				
9823 SHRED-IT USA LLC										
8011861197		08/31/2025	10327102	09162025	121581	561.56	09/08/2025	INV	PD	PAPER SHREDDING SERVICE
2908 SIRCHIE FINGER PRINT LABORATORIES, INC										
0707070-IN		08/27/2025	10327249	09162025	121582	85.38	09/27/2025	INV	PD	CRIME LAB PROCESSING SUPP
8862 SONSRAY MACHINERY										
PSO090889-2		12/13/2023	10327456	09162025	121583	89.55	01/13/2024	INV	PD	FUSE BOX COVER-UNIT 360
10381 SOUTH BAY FIRE, INC.										
200856		09/02/2025	10327124	09162025	121584	39.00	09/08/2025	INV	PD	FS1 SERVICE EXTING
200862		09/02/2025	10327125	09162025	121584	39.00	09/08/2025	INV	PD	FS2 SERVICE EXTING
						78.00				
11210 SOUTH BAY FLEET SPECIALIST										
21895		08/27/2025	10327079	09162025	121585	3,921.80	09/27/2025	INV	PD	UNIT 646 REPAIRS DR#25-49
2990 SOUTH BAY FORD										
529086		08/29/2025	10327257	09162025	121587	369.00	09/29/2025	INV	PD	UNIT 012 REPLACE BODY CON
554563		08/26/2025	10326886	09162025	121586	421.69	09/25/2025	INV	PD	UNIT 683-21 BRAKE ROTORS
						790.69				
9634 SOUTH BAY LANDSCAPING, INC.										
21836		08/31/2025	10327226	09162025	121588	1,392.00	08/31/2025	INV	PD	MONTHLY PIER LANDSCAPING
21841		08/31/2025	10327225	09162025	121588	1,824.00	08/31/2025	INV	PD	HARBOR LANDSCAPE MAINT. A
21842		08/31/2025	10327238	09162025	121588	1,200.00	08/31/2025	INV	PD	MONTHLY MEDIAN LANDSCAPE
						4,416.00				
2996 SOUTH BAY POLICE TRAINING COMMITTEE										
060623-05		09/05/2025	10327334	09162025	121589	950.00	09/05/2025	INV	PD	UNPAID MEMBERSHIP DUES FO
3016 SOUTHERN CALIFORNIA EDISON										
700062436318-081525		08/15/2025	10326819	09162025	121590	11,643.20	09/03/2025	INV	PD	101 TORRANCE BL./INT'L BO
700354269811		08/28/2025	10327184	09162025	121590	1,607.35	09/17/2025	INV	PD	1521 1/2 KINGSDALE AVE 7/
700464670763-8-26		08/26/2025	10327178	09162025	121590	294.50	09/15/2025	INV	PD	1928 NELSON 7/24-8/21/25

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
700470178747-081525		08/15/2025	10326865	09162025	121590	1,913.33	09/03/2025	INV	PD	ARTESIA, JUANITA, 190TH,
700724544574-8-28		08/28/2025	10327182	09162025	121590	1,277.28	09/17/2025	INV	PD	1521 KINGSDALE AVE. 7/28-
700776225568-8-27		08/27/2025	10327236	09162025	121590	401.44	09/16/2025	INV	PD	715 JULIA 7/25-8/24/25
Edison 7.28-8.25		09/04/2025	10327265	09162025	121590	104.46	09/08/2025	INV	PD	Edison 7.28-8.25
						17,241.56				
7153 SOUTHERN CALIFORNIA LIBRARY COOPERATIVE										
1664		07/01/2025	10327141	09162025	121591	4,263.00	09/18/2025	INV	PD	MEMBERSHIP DUES
11412 SOUTHERN CALIFORNIA CONSTRUCTION										
E2024-008		09/03/2025	10327142	09162025	121592	1,194.00	09/08/2025	INV	PD	REFUND DEPOSIT FEE PERMIT
3045 SPECIALTY DOORS										
56232S		07/30/2025	10327322	09162025	121593	455.97	09/01/2025	INV	PD	AUTO DOOR SERVICE AT 401
56233S		07/30/2025	10327323	09162025	121593	701.97	08/30/2025	INV	PD	AUTO DOOR SERVICE AT LIBR
56241S		07/30/2025	10327321	09162025	121593	490.97	09/01/2025	INV	PD	AUTO DOOR SERVICE AT FIRE
						1,648.91				
6942 STEVEN ENTERPRISES										
63411		08/28/2025	10327070	09162025	121594	204.66	09/08/2025	INV	PD	PAPER FOR GIS TECH PRINTE
63464		08/28/2025	10327073	09162025	121594	862.09	09/08/2025	INV	PD	INK FOR GIS TECH PRINTER
						1,066.75				
12898 STRIVE DESIGN INC										
304055		08/08/2025	10327173	09162025	121595	65.18	09/04/2025	INV	PD	SINGH MSO UNIFORM
304131		08/27/2025	10327174	09162025	121595	44.00	09/04/2025	INV	PD	LAKKEES UNIFORM ADD CHEVR
						109.18				
12287 SUNSHINE 11, LP										
135478		03/06/2024	10327396	09162025	121596	1,687.13	09/08/2025	INV	PD	3/24 Unit Cleaning
10365 T-MOBILE										
205379417-09192025		08/29/2025	10326935	09162025	121597	500.65	08/29/2025	INV	PD	205379417-FIRE MDC NASPO
267037237-09192025		09/02/2025	10327023	09162025	121597	1,097.16	09/02/2025	INV	PD	267037237- COMM SVS CHARG
997675723-09192025		08/29/2025	10326934	09162025	121597	122.20	08/29/2025	INV	PD	997675723 HSI ROUTERS NAS
998074818082125		08/21/2025	10327077	09162025	121597	4,935.90	09/08/2025	INV	PD	MONTHLY CHARGES ACCT NO 9
99819731-09192025		08/21/2025	10327100	09162025	121597	93.30	09/08/2025	INV	PD	FIRE DEPT PHONES/INTERNET
999828330-09192025		09/02/2025	10327022	09162025	121597	71.97	09/02/2025	INV	PD	999828330- NASPO MA176
						6,821.18				
8435 T-MOBILE USA										
9615024893		08/19/2025	10327243	09162025	121598	165.00	08/19/2025	INV	PD	GPS LOCATE TIMING ADVANCE
15026 TD SPORTS COURTS										
503548		08/29/2025	10327064	09162025	121599	1,197.00	09/28/2025	INV	PD	FULL COURT BASKETBALL PAI

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
15260 THE BRIEFING ROOM LLC										
1393		08/28/2025	10327065	09162025	121600	3,898.19	09/27/2025	INV	PD	LAW ENFORCEMENT TRAINING
11764 THE CHUKA FAMILY TRUST										
08272025		08/28/2025	10326897	09162025	121601	22,336.72	08/28/2025	INV	PD	1922 ARTESIA BLVD LEASE F
8926 TILLMANN FORENSIC INVESTIGATIONS, LLC										
202503		08/29/2025	10327246	09162025	121602	1,051.40	10/15/2025	INV	PD	25 4609 MBIS ENTRY MBIS E
71 TIME WARNER CABLE										
119992001082125		09/02/2025	10326979	09162025	121603	1,612.32	09/02/2025	INV	PD	NTWRK 119992001
188419101082125		09/02/2025	10326980	09162025	121603	3,311.70	09/02/2025	INV	PD	188419101
						4,924.02				
11361 TIREHUB, LLC										
52467947		09/02/2025	10327078	09162025	121604	1,256.19	10/02/2025	INV	PD	STOCK POLICE TIRES
14266 TJH SOCAL LLC										
20232415		03/03/2025	10326704	09162025	121605	5,000.00	08/25/2025	INV	PD	TCO DEPOSIT REFUND
7130 TORRANCE AUTO REPAIR										
0191485		09/03/2025	10327255	09162025	121606	240.69	10/03/2025	INV	PD	UNIT 020 CHARGE AC
0919431		08/28/2025	10326929	09162025	121606	240.69	09/27/2025	INV	PD	UNIT 266 CHARGE AC
						481.38				
9342 TRANSUNION RISK AND ALTERNATIVE										
213833-2025-08-1		09/01/2025	10327247	09162025	121607	152.80	09/01/2025	INV	PD	08/2025 DEPT MONTHLY TLO
9469 TREASURED MOMENTS PHOTOGRAPHY										
231074WED		08/10/2025	10327160	09162025	121608	150.00	09/08/2025	INV	PD	WED HEADSHOT INVOICE
6100 DAVID TURCH & ASSOCIATES										
08222025	6752	09/08/2025	10327387	09162025	121609	4,166.66	09/08/2025	INV	PD	CONSULTANT SERVICES FOR F
3261 TURF STAR INC										
INV109505		08/25/2025	10326869	09162025	121610	894.04	09/24/2025	INV	PD	UNIT 295 BEARING, SPACERS
INV109579		08/25/2025	10326868	09162025	121610	1,536.29	09/24/2025	INV	PD	UNIT 295 WASHERS, HARDWAR
						2,430.33				
6191 TURNOUT MAINTENANCE COMPANY										
29982		07/28/2025	10326958	09162025	121611	4,475.25	09/08/2025	INV	PD	FF/PM TURNOUT MAINTENANCE
30085		08/20/2025	10326959	09162025	121611	994.50	09/08/2025	INV	PD	FF/PM TURNOUT MAINTENANCE
30088		08/21/2025	10326960	09162025	121611	633.07	09/08/2025	INV	PD	FF/PM TURNOUT MAINTENANCE

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
30097		08/26/2025	10326961	09162025	121611	384.67	09/08/2025	INV	PD	FF/PM TURNOUT MAINTENANCE
						6,487.49				
3273 U.S. ARMOR CORPORATION										
50704		09/02/2025	10327175	09162025	121612	880.46	09/04/2025	INV	PD	LINA MOY VIP VEST
3285 UNDERGROUND SERVICE ALERT										
820250574		09/01/2025	10327021	09162025	121613	242.00	09/08/2025	INV	PD	116 RBCH NEW TKT CHARGES
5332 UNITED RENTALS NORTHWEST, INC.										
185398016-066		08/23/2025	10327347	09162025	121614	197.55	09/08/2025	INV	PD	9/25 Homeless Ct Portable
15208 VASQUEZ, NIKKI										
174766		08/13/2025	10326104	09162025	121615	400.00	08/13/2025	INV	PD	REFUND 174766 PERRYPARKTE
8927 VECTOR RESOURCES, INC.										
104875		08/22/2025	10327051	09162025	121616	280.00	09/08/2025	INV	PD	OCULARIS CONNECTION MAINT
13579 VEOLIA WTS SERVICES USA, INC.										
903405871 100989438		08/27/2025	10326952	09162025	121617	365.64	09/08/2025	INV	PD	DI EXCHANGE MIX BED
903405873 100989440		08/27/2025	10326953	09162025	121617	361.82	09/08/2025	INV	PD	DI EXCHANGE MIX BED
						727.46				
8088 VERIZON BUSINESS SERVICES										
73433705		08/28/2025	10326898	09162025	121618	3,198.00	08/28/2025	INV	PD	CALNET NEXT GEN SV646027
3621 VERIZON WIRELESS										
6121327399		08/18/2025	10327103	09162025	121619	2,246.89	09/08/2025	INV	PD	FIRE DEPT IPADS 7/19 - 8/
14811 VESTIS UNIFORM AND WORK PLACE										
5860478647	6754	08/27/2025	10327017	09162025	121620	111.03	09/10/2025	INV	PD	8/27 PIER UNIFORMS
5860478648	6754	08/27/2025	10327001	09162025	121620	172.47	09/10/2025	INV	PD	8/27 PARKS UNIFORMS
5860478649	6754	08/27/2025	10326999	09162025	121620	357.48	09/10/2025	INV	PD	8/27 PW YARD UNIFORMS
5860481198	6754	09/03/2025	10327315	09162025	121620	111.46	10/10/2025	INV	PD	9/3 PIER UNIFORMS
5860481199	6754	09/03/2025	10327316	09162025	121620	172.47	10/10/2025	INV	PD	9/3 PARKS UNIFORMS
5860481200	6754	09/03/2025	10327317	09162025	121620	357.70	10/10/2025	INV	PD	9/3 PW YARD UNIFORMS
						1,282.61				
15247 VILLWOCK, CORRINE										
178129		08/29/2025	10326914	09162025	121621	200.00	08/29/2025	INV	PD	REFUND 178129 WP RETURN D
8802 VISION SERVICE PLAN										
823478859		08/19/2025	10327000	09162025	121622	6,581.88	09/08/2025	INV	PD	VSP ACTIVES SEPTEMBER 202
823478872		08/19/2025	10327002	09162025	121623	1,629.51	09/08/2025	INV	PD	VSP RETIREES SEPTEMBER 20

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
823478883		08/19/2025	10327003	09162025	121624	12.63	09/08/2025	INV	PD	VSP COBRA SEPTEMBER 2025
						8,224.02				
15192 WATERFRONT EDUCATION										
250057		08/29/2025	10326902	09162025	121625	2,305.80	08/29/2025	INV	PD	250057 SUMCAMP WATERFRONT
3408 WAXIE SANITARY SUPPLY										
83431165		08/12/2025	10327296	09162025	121626	175.10	09/12/2025	INV	PD	PIER JANITORIAL SUPPLIES
83453375		08/21/2025	10327298	09162025	121626	221.88	09/20/2025	INV	PD	RBPAC JANITORIAL SUPPLIES
83462970		08/26/2025	10327299	09162025	121626	3,411.74	09/25/2025	INV	PD	PIER JANITORIAL SUPPLIES
83466325		08/27/2025	10327297	09162025	121626	2,860.43	09/27/2025	INV	PD	BUILDING MAINT. JANITORIA
83479466		09/03/2025	10327300	09162025	121626	2,719.01	10/03/2025	INV	PD	PIER JANITORIAL SUPPLIES
						9,388.16				
15217 WEINSTEIN, LILIN										
20250225		08/10/2025	10326132	09162025	121627	3,208.00	09/08/2025	INV	PD	full refund of this CUP a
3421 WEST COAST ARBORISTS INC										
232285	6625	07/31/2025	10326874	09162025	121628	5,285.00	08/30/2025	INV	PD	CREW RENTAL/EMERGENCY CAL
232286	6625	07/31/2025	10326876	09162025	121628	7,398.00	08/30/2025	INV	PD	TREE AND STUMP REMOVALS 7
232327	6625	07/31/2025	10326875	09162025	121628	7,806.00	08/30/2025	INV	PD	SERVICE REQUESTS/EMERGENC
						20,489.00				
10426 WEST MARINE PRO										
008879		08/07/2025	10326951	09162025	121629	194.95	09/08/2025	INV	PD	SEAWAY UPFITTING - HORN T
009796		08/27/2025	10326948	09162025	121629	421.37	09/08/2025	INV	PD	HP BOAT 801 SUPPLIES
3567988		08/29/2025	10326909	09162025	121629	84.88	08/29/2025	INV	PD	3567988 SAILING BEACON KI
9706		08/29/2025	10326906	09162025	121629	274.96	08/29/2025	INV	PD	9706 SAILING SUPPLIES BEA
						976.16				
10518 WESTERN NRG, INC.										
221600		09/09/2025	10327432	09162025	121630	125.00	09/09/2025	INV	PD	SONIC WALL SMA 6210
14896 WILBUR-ELLIS COMPANY LLC										
17423270		08/18/2025	10326826	09162025	121631	348.97	09/15/2025	INV	PD	HERBICICDE FOR PARKS
3458 WILLIAMS SCOTSMAN, INC.										
9024408690		08/20/2025	10327408	09162025	121632	160.97	09/08/2025	INV	PD	Homeless Court Storage 08
9024438429		08/25/2025	10327019	09162025	121632	174.07	09/24/2025	INV	PD	STREETS STORAGE CONTAINER
9024456468		08/27/2025	10326995	09162025	121632	257.20	09/26/2025	INV	PD	STREETS STORAGE CONTAINER
						592.24				
15261 WILLIAMS, CHRIS										
2501948		08/29/2025	10326933	09162025	121633	325.00	09/08/2025	INV	PD	REFUND ENG DEPOSIT FEE PE
11291 WORK BOOT WAREHOUSE										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6-1-1026068		08/17/2025	10327221	09162025	121634	325.96	10/17/2025	INV	PD	JOHNATHAN MONROY WORK BOO
13146 YUNEX LLC										
5610006061	6560	08/21/2025	10327215	09162025	121635	9,924.34	09/21/2025	INV	PD	TRAFFIC SIGNAL RESPONSE C
90005032	6560	08/05/2025	10327314	09162025	121635	1,728.00	09/04/2025	INV	PD	FLASHING BEACONS/SIGNALIZ
						11,652.34				
		500 INVOICES				2,329,457.89				

** END OF REPORT - Generated by Nicholette Garcia **

Administrative Report

H.5., **File #** 25-1232 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER $35,000:

1. APPROVE AN AGREEMENT WITH THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE FOR IMPLEMENTATION AND USE OF THE DA'S ELECTRONIC CHARGE EVALUATION REQUEST PORTAL (eCER) FOR ELECTRONIC SUBMITTAL OF CRIME REPORTS AND ASSOCIATED SUPPORTING DOCUMENTATION FOR THE EVALUATION OF POTENTIAL CRIMINAL CHARGES AT NO COST TO THE CITY FOR THE TERM SEPTEMBER 16, 2025 TO SEPTEMBER 15, 2030

   CONTACT: JOE HOFFMAN, CHIEF OF POLICE

2. APPROVE AN AMENDMENT TO THE AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR FALSE ALARM PERMIT MANAGEMENT AND FEE COLLECTION SERVICES, IN AN AMOUNT NOT TO EXCEED 16% OF THE FEES COLLECTED, FOR THE INITAL TERM AUGUST 19, 2025 TO AUGUST 19, 2027, TO INSERT THE CITY'S STANDARD LIABILITY PROVISION

   CONTACT: JOE HOFFMAN, CHIEF OF POLICE

3. APPROVE AN AGREEMENT WITH NV5, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE SOUTHBOUND PACIFIC COAST HIGHWAY AT TORRANCE BOULEVARD PROJECT, JOB NO. 40800, IN AN AMOUNT NOT TO EXCEED $34,000, FOR THE TERM SEPTEMBER 17, 2025 TO SEPTEMBER 16, 2027 WITH TWO OPTIONAL ONE-YEAR RENEWALS

   CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

EXECUTIVE SUMMARY

Approve Contracts Under $35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Los Angeles County District Attorney’s Office
- Agmt, Signature & Insurance - Amended Agreement Phoenix Group Information Systems
- Agmt, Signature & Insurance - NV5, Inc.

OPERATIONAL AGREEMENT BETWEEN
THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND
THE CITY OF REDONDO BEACH

1. PARTIES

This Operational Agreement (Agreement) is entered into by the **Los Angeles County District Attorney's Office** (District Attorney) and the **City of Redondo Beach** (City), a municipal corporation, and its Police Department (RBPD)

2. PURPOSE

The purpose of this Agreement is to set forth the terms and guidelines for implementation and use of the Electronic Charge Evaluation Request portal (eCER).

eCER is a web application through which law enforcement agencies submit crime reports and other supporting documentation for charge evaluation. Submission of criminal cases for charge evaluation through eCER allows the Investigating Officer (IO) to remain in the field during the initial review process, thereby eliminating time waiting to meet with a deputy district attorney (Reviewing Deputy).

Effective communication between an IO and the Reviewing Deputy is essential to the efficient and proper review of all criminal cases.

eCER does not alter the Superior Court filing deadlines or the procedures for filing the criminal complaint with the Superior Court. To meet filing deadlines, cases must be submitted through the eCER portal prior to the deadlines set forth in Attachment 1 to the appendix.

When a case submitted for charge evaluation through eCER results in the filing of a criminal complaint, the IO, or the IO's designee, must bring the required number of filing packets to the District Attorney's Office, sign the criminal complaint, and file the paperwork according to the relevant Superior Court procedures, as set forth in Attachment 1 to the appendix.

All cases are to be submitted through the eCER portal. This does not preclude an in-person review of the case. The District Attorney and RBPD each retain the option to determine that a particular case requires an in-person review between the IO and the Reviewing Deputy. Provisions for how each party shall be informed that an in-person charge evaluation is required are set forth in the appendix.

3. RESPONSIBILITIES OF THE DISTRICT ATTORNEY

a) Reviewing Deputies who are evaluating cases submitted through eCER will be available to consult with the IO via a telephone and email throughout the charge evaluation process.

b) The District Attorney, as the Host Agency, will be deemed the owner of the information entered into the application by eCER users in accordance with CJIS Security Policy version 5.6, section 5.1.1.

c) The District Attorney, as the Host Agency, shall conform to federal and state laws relating to criminal justice information.

d) The District Attorney shall provide training to RBPD as set forth in the appendix.

e) The District Attorney shall provide Help Desk technical assistance regarding use of the eCER Portal Monday through Friday, 7:00 a.m. to 5:00 p.m.

f) The District Attorney, in conjunction with the Los Angeles County Internal Services Department, will provide the necessary computer infrastructure to host the eCER application which will be accessible to RBPD via an internet browser.

4. RESPONSIBILITIES OF THE REDONDO BEACH POLICE DEPARTMENT

a) All IOs submitting cases for charge evaluation through eCER must be available via a direct telephone number and email throughout the charge evaluation process.

b) When requested, IOs must be available to meet in person with the Reviewing Deputy during the charge evaluation process.

c) RBPD will be responsible for the appropriate security measures as applicable to physical security of terminals and telecommunications lines within RBPD's Data Network.

d) RBPD personnel will meet background screening requirements.

e) RBPD will supply workstations equipped with internet browsers.

f) RBPD will supply Help Desk support of the physical hardware within RBPD's computer network.

5. PRIVACY AND DATA SECURITY

a) The term "personal information" shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29.

b) The District Attorney, as the Host Agency, acknowledges the privacy rights of individuals to their personal information, as defined in California Civil Code section 1798.29, that are expressed in the Information Practices Act (California Civil Code section 1798 *et seq*.) and in Article 1, Section 1 of the California Constitution.

c) The District Attorney represents and warrants that its access, collection, use, storage, disposal, and disclosure of personal information does and will comply with all applicable federal and state privacy and data protection laws.

d) The District Attorney shall implement administrative, physical and technical safeguards to protect personal information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which confidential information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms of this Agreement.

e) The District Attorney shall maintain the privacy of personal information and shall be responsible for any notifications to affected persons (after prompt consultation with RBPD) whose personal information is disclosed by any security breach relating to the confidential information resulting from the acts or omissions of the District Attorney or of its personnel.

f) A "security breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the District Attorney.

g) The District Attorney shall be responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code section 1798.29.

h) The District Attorney is required to maintain an Information Security Program sufficient to protect personal information.

i) When RBPD becomes aware of a security breach which occurred within RBPD's network during transmission of data to eCER, or which occurred on RBPD computers with direct access to eCER, then RBPD shall notify the District Attorney of the security incident promptly. If the District Attorney becomes aware of a security breach which occurred within the County's network during transmission of data to eCER itself, then the District Attorney shall notify RBPD of the security incident promptly.

6. INDEMNIFICATION

a) The District Attorney shall defend, indemnify and hold harmless RBPD, its officers, employees, agents (each an Indemnitee) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards penalties, fines, costs or expenses of whatever kind, including reasonable attorney's fees, and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third-party claim against any RBPD Indemnitee arising out of or resulting from the District Attorney's failure to comply with any of its obligations in this Agreement.

b) RBPD shall defend, indemnify and hold harmless the District Attorney, its officers, employees, agents (each a District Attorney Indemnitee) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, award penalties, fines, costs or expenses of whatever kind, including reasonable attorney's fees, and the cost of enforcing any right to indemnification

hereunder, arising out of or resulting from any third-party claim against any District Attorney Indemnitee arising out of or resulting from RBPD's failure to comply with any of its obligations in this Agreement.

7. DURATION OF THE AGREEMENT

This Operational Agreement shall be effective September 16, 2025. This Operational Agreement may be terminated by either party with thirty (30) days' notice by issuing a written Notice of Termination.

This Operational Agreement shall expire on September 15, 2030 unless terminated sooner, in whole or in part.

8. AMENDMENT OF THE AGREEMENT

Should this Operational Agreement require modification, such changes shall be added by mutual agreement between RBPD and the District Attorney, in writing, and affixed to this Operating Agreement as the next Appendix in order.

9. CONTACTS

The day-to-day contacts for each phase of the implementation of eCER shall be set forth in the appendix. Questions regarding the eCER project should be addressed to:

For Operational Issues:

District Attorney's Office
James Garrison
Assistant District Attorney
jgarrison@da.lacounty.gov
213-257-2910

Redondo Beach Police Department
Michael Strosnider
Special Operations Lieutenant
Michael.Strosnider@redondo.org
310-697-3507

District Attorney's Office
Margaret Moe
eCER Coordinator
mmoe@da.lacounty.gov
(213) 974-0987

For Technical Issues:

District Attorney's Office
Systems Division, IT Manager I
Samson Kung
skung@da.lacounty.gov
562-368-3043

Redondo Beach Police Department
Mike Cook
Informational Technology Director
Mike.Cook@redondo.org
310-697-3221

WE, THE UNDERSIGNED, AGREE TO THE PROVISIONS AND INTENT OF THIS OPERATIONAL AGREEMENT AND APPENDIX A.

Dated: _____

_____
Jim Light
Mayor
City of Redondo Beach

Dated: _____

_____
Joy Ford
City Attorney
City of Redondo Beach

Dated: _____

_____
Nathan J. Hochman
District Attorney
Los Angeles County
District Attorney's Office

APPENDIX A

OPERATIONAL AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND THE CITY OF REDONDO BEACH

I. SCOPE OF AGREEMENT

Use of eCER under Appendix A shall be limited to cases originating from the Redondo Beach Police Department (RBPD) and submitted for charge evaluation to all offices of the Los Angeles County District Attorney's Office.

Appendix A shall apply to all cases submitted for charging consideration.

II. EFFECTIVE DATE

Appendix A shall be effective September 16, 2025, and shall remain in effect until either party terminates the Operational Agreement or it expires, or the Appendix is superseded by another Appendix.

III. AMENDMENTS

Any modifications to this Appendix shall be made in writing and by mutual agreement of the parties.

IV. TRAINING

The District Attorney's Office will coordinate with RBPD staff and Investigating Officers (IOs) to ensure that participants receive the necessary initial training for the use of eCER. Thereafter, RBPD shall be responsible for ensuring any additional personnel receive training on the use of eCER.

V. PROCEDURES

IOs submitting cases through eCER must be available for consultation with the Reviewing Deputy by telephone or email during the entire charge evaluation process. For all custody cases, IOs **must** be available by telephone, at the direct telephone number entered for them on the eCER submission, until a charging decision has been made.

When requested by the Reviewing Deputy, IOs submitting cases through eCER shall be present at the District Attorney's Office during the charge evaluation process. Reviewing Deputies shall notify the IO via telephone or email that the IO shall be present for the charge evaluation process. This notification shall provide sufficient time for the IO to travel to the District Attorney's Office and complete the process within the time frame established by the Superior Court. Cases in which a Reviewing Deputy may require the IOs presence shall include, but are not limited to:

- Murder and Manslaughter
- Stalking or cases related to Stalking

- Sexual Assault or cases involving the threat of Sexual Assault
- Domestic Violence or cases related to Domestic Violence[1]
- Child Abuse, cases involving the threat of Child Abuse, and cases related to Child Abuse[2]
- Child Abduction, cases involving the threat of Child Abduction, and cases related to Child Abduction
- Elder and Dependent Adult Physical Abuse, cases involving the threat of Elder Abuse, and cases related to Elder Abuse
- Any Significant Case[3] or case attracting significant media attention
- Cases involving four or more defendants
- Cases involving four or more distinct incidents or crime locations
- Cases involving Complex Fraud
- Cases involving Complex Gang Allegations

Additionally, even though a case has been submitted for charge evaluation through eCER, the responsible IO may request to meet with the Reviewing Deputy for an in-person charge evaluation. The case will be submitted through the eCER portal before that meeting. The IO will then contact the assigned Reviewing Deputy or the Assistant Head Deputy of the Office to which the Reviewing Deputy is assigned to schedule the in-person charge evaluation. The main telephone number for each District Attorney location is listed on Attachment 1 to the appendix.

When the eCER portal is unavailable during the submission process, an in-custody case will require the IO to bring in hard packet discovery to the District Attorney's office for charge evaluation. Non-custody cases will be submitted once the eCER portal is again available.

All cases submitted through eCER shall contain the following, where applicable:

Documents

a. Crime Report
b. Supplemental Reports
c. Arrest Report
d. Probable Cause Determination (PCD), if applicable
e. Property Report
f. Booking Slip
g. CHP 180s, both stolen and recovered
h. Lab Reports
i. Written Statements by the victim, witnesses, and/or suspects

[1] Domestic Violence includes any felony or alternative felony/misdemeanor charge involving the threat or use of physical force in which the suspect and victim are current or former cohabitants, dating partners, or parents of a child in common, or in which the suspect and victim are relatives who normally reside in the same household.

[2] Child Abuse includes any felony or alternative felony/misdemeanor charge in which a child is a victim regardless of the child's relationship to the perpetrator(s).

[3] A Significant Case is any crime, felony or misdemeanor, of significant public interest.

j. Photographs of the crime scene, evidence, injuries, suspects, victims, and/or witnesses, may be submitted through Evidence.com as long as they are shared on or before submission of the case through eCER
k. Expert Reports
l. All Criminal History documentation, including, but not limited to CII, DMV, JAI, CCHRS and FBI, if available, for all suspects
m. Related and/or prior Crime Reports
n. All Priors and Predicates that are required to support the charges and/or conduct allegations

Required Information

o. Name, date of birth, CII number, contact information, and gender for all suspects
p. Name, date of birth, CII number (if available), and available contact information for all witnesses and victims, including guardian [legal representative] information if the witness or victim is a minor
q. Name and contact information for Next of Kin where the crime involves the death of the victim
r. Agency Report Number or Citation Number
s. Booking Number, if applicable
t. Appearance Date
u. All available digital evidence shall be shared via Evidence.com (either via partner-agency share or via Evidence Transfer/Ingestion Portal) at the time of or before the case is presented through the eCER portal. The IO is responsible for entering the exact case ID for the digital case in the "Evidence.com" field in eCER
v. The IO and or Filing Officer must note in the Comments section of the existence of any other evidence not submitted through eCER or evidence.com (i.e., digital evidence, including but not limited to dashboard camera or body-worn camera video depicting the crime or events associated with the crime report, other dashboard camera or body-worn camera video, security footage, surveillance or other video footage, 911 calls, taped interviews or witness statements)
w. The IO and/or Filing Officer must note in the Comments section if Artificial Intelligence (AI) assistance was used in drafting any of the reports
x. Name, serial number, direct work and/or cell phone number, and email of IO
y. Name, serial number, direct work and/or cell phone number, and email of Filing Officer, if different from IO
z. Name and serial number of each law enforcement personnel identified in the submitted reports and those present during the crime and investigation
aa. Contact information for SDT purposes, including but not limited to medical providers, medical examiners case information, and bank records.

The IO is responsible for redacting all financial information (including, but not limited to, any personal identifying information), minors' full names, the names of victims who seek to maintain confidentiality pursuant to Penal Code section 293.5 (victims of sex crimes, hate crimes, domestic violence, and stalking), the full names and addresses of victims who might be subjected to threats or intimidation, and any other information the IO feels should be redacted. These redacted documents shall contain the word "redacted" in the file name and the IO must inform the reviewing deputy specifically what has been

redacted. The IO must also submit the original, unredacted documents via the eCER portal *as well as* the fully redacted versions of the documents at time of filing.

eCER will notify the IO by email that the case has been reviewed and either filed, declined, or declined for further investigation.

VI. FILING DEADLINES

A. Submission deadlines for in-custody filings

All in-custody filings submitted through eCER must be transmitted to the responsible District Attorney's Office by the time designated on Attachment 1 on the day the suspect is due in court.

B. Deadlines for signed complaints for in-custody filings

Until the Los Angeles Superior Court fully implements electronic case filing, when an in-custody case has been filed, the IO or Liaison shall print and prepare the necessary filing packet. The IO, or the IO's designee, shall sign the Complaint at the District Attorney's Office prior to the time designated on Attachment 1.

C. Number of filing packets required and advance submission deadlines

Until the Los Angeles Superior Court fully implements electronic case filing, when an out-of-custody case is filed the filing packets must be brought to the District Attorney's Office prior to the date designated on Attachment 1. For multiple defendant cases, the IO must bring an additional packet for each defendant. The IO, or the IO's designee, shall sign the complaint. On cases submitted for a Warrant, the IO will be responsible for ensuring that all necessary redactions have been made in reports.

VII. DECLINATIONS

The Reviewing Deputy is responsible for emailing a copy of the Charge Evaluation Worksheet to the IO or Filing Officer on all cases that are declined or declined for further investigation. On all in-custody cases, the Reviewing Deputy shall send the copy to the IO by 1:00 p.m.

All documents submitted through eCER are stored in the PIMS system; therefore, there is no need for filing packets to be brought to the District Attorney's Office on declined cases.

When the case has been declined for further investigation, the IO shall receive a copy of the Charge Evaluation Worksheet and proceed accordingly. Once the additional requested information is available, the IO shall upload the documents into the eCER portal and any additional digital evidence into Evidence.com. The Reviewing Deputy will then reevaluate the case for charging.

VIII. CONTINUING TECHNICAL SUPPORT AND TRAINING

Online eCER training is provided by the District Attorney's Office. A step-by-step User's Guide for all law enforcement users is available on the eCER portal itself.

RBPD shall designate a person to provide technical support to assist RBPD staff and IOs with the use of eCER. The designated technical support person shall be consulted, in the event that assistance is needed, before contacting the District Attorney's Office. Thereafter, RBPD staff and IOs are to contact the District Attorney's Office through the Help Desk.

In addition, RBPD shall be responsible for ensuring that only authorized, trained personnel are given access to eCER.

IX. CONTACTS

The day-to-day contacts for each office shall be the Head Deputy or their designee of the Office or Division where the case is submitted. Questions regarding this Appendix can be addressed to:

District Attorney's Office
James Garrison
Assistant District Attorney
jgarrison@da.lacounty.gov
213-257-2910

Redondo Beach Police Department
Michael Strosnider
Special Operations Lieutenant
Michael.Strosnider@redondo.org
310-697-3507

District Attorney's Office
Margaret Moe
eCER Coordinator
mmoe@da.lacounty.gov
(213) 974-0987

For Technical Issues:

District Attorney's Office
Systems Division, IT Manager I
Samson Kung
skung@da.lacounty.gov
562-368-3043

Redondo Beach Police Department
Mike Cook
Informational Technology Director
Mike.Cook@redondo.org
310-697-3221

ATTACHMENT 1

OFFICE/CONTACT NUMBER	TIME CUT OFF SUBMISSIONS (CUSTODIES)	TIME CUT OFF COMPLAINT TO BE SIGNED (CUSTODIES)	NUMBER OF FILING PACKETS REQUIRED F/M	DAY CUT OFF OUT OF CUSTODY SUBMISSIONS	DAYS NEED PACKETS PRIOR COURT DATE
AIRPORT (310) 727-6500	8:30 AM	10:30 AM	F (3) M (2) Warrant (4)	30	5
ANTELOPE VALLEY (661) 974-7700	9:00 AM	11:00 AM	F (3) M (2) Warrant (4)	30	7
ALHAMBRA (626) 308-5302	8:00 AM	9:30 AM	F (3) M (2) Warrant F (4)	30	5
BELLFLOWER (562) 804-8085	8:30 AM	11:00 AM	F (3) M (2) Warrant F (4 w 1 redacted) Warrant M (3 w 1 redacted)	30	30
CED (213) 974-3844	9:00 AM	11:00 AM	F (3) Warrant (4 w/ 1 redacted)	30	14
COMPTON (310) 603-7483	8:30 AM	11:00 AM	F (3) M (2) Warrant (4 w/ 1 redacted)	30	5
DOWNEY (562) 803-7100	8:30 AM	10:30 AM	F (3) M (2)	30	14
EL MONTE (626) 575-4155	9:00 AM	10:30 AM	F (3) M (2) Warrant F (4 w 1 redacted) Warrant M (3 w 1 redacted)	30	30
GLENDALE (818) 500-3593	9:00 AM	10:00 AM	F (3) M (2) Warrant (4)	30	15
INGLEWOOD (310) 419-5182	8:30 AM	10:15 AM	F (4 - one wo raps) M (2) Warrant - F/M (1 add 'l) redacted	30	21
LONG BEACH (562) 247-2000	9:00 AM	11:00 AM	F (3) M (2) Warrant F (4 w 1 redacted) Warrant M (3 w 1 redacted) 2 extra copies per def on multi-def cases	30	5
METRO (213) 744-4201	8:30 AM	10:30 AM	M (2) Warrant M (3 w 1 redacted)	30	5
NORWALK (562) 807-7212	9:00 AM	11:00 AM	F (3) M (2)	30	5
PASADENA (626) 356-5620	10:00 AM	11:45 AM	F (4) M (2) Warrant (5)	30	15
POMONA (909) 716-4100	9:00 AM	10:30 AM	F (3) M (2) Warrant F (4)	30	30
SAN FERNANDO (818) 898-2511	10:00 AM	12:00 PM	F (4) Warrant (5)	30	10
SANTA CLARITA (661) 888-7112	10:00 AM	12:00 PM	M (2) Warrant (4 w 2 redacted)	30	15
TORRANCE (310) 222-3552	8:30 AM	10:30 AM	F (4) M (2) Warrant (1add'l copy wo raps) 2 extra copies per def on multi-def cases	30	10
VAN NUYS (818) 464-5208	10:00 AM	12:00 PM	F (4) M (2) Warrant F (5) M (3)	30	30
WEST COVINA (626) 813-3301	9:00 AM	10:30 AM	F (3) M (2) Warrant F (4)	30	30

SPECIAL UNITS					
CAPOS (213) 257-2220	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
FAMILY VIOLENCE (213) 257-2185	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
GANG HOMICIDE DIVISION (213) 257-2010	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
MAJOR CRIMES (213) 257-2250	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
MAJOR NARCOTICS (213) 257-2140	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
SEX CRIMES (213) 257-2050	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
*TARGET CRIMES (213) 257-2131	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
AUTO INSURANCE (213) 257-2400	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
CONSUMER PROTECTION (213) 257-2450	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
ENVIRONMENTAL (213) 257-2474	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
HEALTH CARE FRAUD (213) 257-2350	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
CYBER CRIMES (213) 257-2428	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
ORGANIZED CRIME (213) 257-2385	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
PUBLIC ASSISTANCE (213) 974-6713	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
PUBLIC INTEGRITY (213) 257-2475	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
*WHITE COLLAR CRIME/ELDER ABUSE (213) 257-2300	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
PAROLE (213) 974-3797 PRISON CRIMES (661) 974-7700	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
JSID (213) 974-3888	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30
TRAINING /DTAPS (213) 974-6757	9:00	11:00	F (3) M (2) 1 extra redacted copy on warrants 2 extra copies per def on multi-def cases	CONTACT UNIT	30

*Contact Unit when a case is submitted

AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND PHOENIX GROUP INFORMATION SYSTEMS TO IMPLEMENT ALARM COMPLIANCE PROGRAM AND FALSE ALARM MANAGEMENT SERVICES

This Agreement ("Agreement") is entered into by and between Phoenix Group Information Systems ("PHX" or "Consultant") and the City of Redondo Beach ("City"). The Consultant shall provide the services described below in accordance with the terms and conditions set forth herein.

1. **PROCESSING SERVICES PROVIDED:**
   PHX shall deliver to the CITY a False Alarm Processing Management System (FAMS) and grant access to the PHX FAMS database via the Internet. It will be the responsibility of PHX to provide, install, and operate the Professional Services Alarm Management Services Program, hereafter referred to as the "FAMS system," along with all necessary equipment and services, on a "software as a service" basis. PHX shall accurately convert and upload all relevant data downloaded from the City's existing primary alarm and accounts receivable databases to populate the FAMS system. Additionally, PHX shall ensure that effective interfaces are in place to facilitate shared access to current and accurate information, enabling all involved parties to benefit from the most up-to-date data.

2. **TERM:**
   08/19/25 – 08/19/27, with an option to renew annually.

3. **TERMINATION:**
   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 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 services completed by Consultant.

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.

4. INDEMNITY:

To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. 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.

b. 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.

5. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES:

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

6. 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, and non-discrimination laws.

7 . ALARM PERMITTING AND RENEWAL:

The Consultant shall implement a system and process that: (a) Tracks and issues permits for alarm systems within the City, including renewal and revocation processes; b) Identifies alarm locations that are not registered; c) Reports on alarm permits with outstanding charges or fees.

8 . FALSE ALARM TRACKING AND INVOICING:

The Consultant shall establish and operate a system that: a) Automates the generation of violation invoices and notices to alarm users in accordance with the City of Redondo Beach alarm ordinance; b) Maintains a record of false alarms at each site to identify repeat violators.

9. COLLECTIONS:

The system shall include proven financial management tools to facilitate fee collection, including: a) Automated late notices; b) Accounts receivable management; c) Aging and delinquency reports; d) Collection-related correspondence; e) Utilization of the California Franchise Tax Board (FTB) debt collection program for outstanding fines, if applicable.

1 0 . CUSTOMER SERVICE AND CITIZEN SELF-SERVICE PORTAL:

The Consultant shall develop and maintain a secure website that: a) Displays the City's official seal; b) Facilitates online alarm registration, updates, and renewal processes; c) Allows users to review and manage their information; d) Supports online payments, including false alarm fees. Additionally, the Consultant shall provide a customer support system available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST, including an appeal process with support as needed.

1 1 . FALSE ALARM REDUCTION PROGRAM AND PUBLIC INFORMATION:

The Consultant shall implement strategies aimed at reducing false alarms, which may include: a) Targeted outreach efforts; b) Increased access to educational resources and information via web-based platforms; c) Other proven methods for false alarm reduction.

1 2 . REPORTING AND ANALYTICS:

The Consultant shall provide an accessible reporting system allowing the City to generate and print financial, management, and statistical reports, including but not limited to:

a) Number of new alarm permits issued and fees collected;
b) Number of permits renewed annually and associated fees;
c) Number of false alarms and fees collected;
d) Counts of false alarms at each site;
e) Status of delinquent fee and fine collections.

13. INVOICING AND REVENUE DISBURSEMENT:

The Consultant shall establish and maintain a comprehensive invoicing and revenue disbursement process that ensures accurate billing, timely collection, and proper distribution of funds. The following provisions shall apply:

Invoicing Procedures: a) The Consultant shall generate and deliver invoices for all billable services, including false alarm fees, permit fees, late penalties, and any other charges in accordance with the applicable municipal code and contractual terms. b) Invoices shall be issued promptly following the service date or occurrence of a billable event, utilizing electronic or other approved billing systems. c) The invoices shall clearly specify the amount due, due date, and payment instructions, including details for online payments when applicable.

Payment Collections: a) The Consultant shall utilize secure methods for collecting payments, including online payment portals, mail-in checks, or other approved means. b) All payments received shall be accurately recorded and reconciled with issued invoices.

Revenue Disbursement: a) The Consultant shall promptly disburse collected revenue in accordance with the instructions provided by the City, ensuring that funds are allocated correctly to permit fees, fines, penalties, or other designated categories. b) Disbursements shall be made on a regular basis (e.g., monthly or as otherwise agreed) and accompanied by detailed reports outlining the amounts collected, disbursed, and remaining balances.

Reporting:

The Consultant shall provide the City with detailed financial reports on a monthly basis, including but not limited to:

a) Total revenue collected;
b) Breakdown of revenue by category (permit fees, false alarm fees, penalties, etc.);
c) Disbursements made during the reporting period

14. ADDITIONAL RESPONSIBILITIES OF CONSULTANT:

a) PHX shall receive from the CITY a monthly report of false alarms within the City limits, recording and tracking false alarm frequency per location (by street

address and/or permit number) over any 12-month period, in compliance with the City's municipal code.

b) PHX will maintain and operate the alarm permit process, invoicing for all billable false alarms, permit fees, and related charges as specified by municipal code.
c) If a notification sent by PHX to an individual is returned with a change of address, it will be escalated to PHX Customer Service for update and resending. If a notification is undeliverable, the CITY will be notified.
d) PHX will initiate collection efforts per the CITY's preferences, limited to individuals overdue on renewal fees and penalties, including notices by mail, FTB notifications, and delinquent account collection activities.
e) PHX shall provide a PO Box/Lock Box for collection of all payments.
f) PHX will assign a toll-free number for the CITY, allowing individuals to speak directly with a live customer service representative for questions, billing, education, or other inquiries.
g) PHX's customer service team is committed to exceeding customer expectations through quality, efficiency, and responsiveness.
h) PHX will collaborate with the CITY to review and update the city ordinance related to alarms, false alarms, permits, penalties, fees, and fines, as needed.

15. ADDITIONAL FUNCTIONS OF CONSULTANT'S SYSTEM:

The Consultant's system shall be capable of performing the following functions:

a) Automatic Registration Number Management

Generate and assign registration numbers automatically for new alarm users.

b) Registration Documentation

Generate, print, and deliver registration certificates or documentation to registered alarm users.

c) Billing and Renewal Notices

Generate, print, and deliver billing statements and renewal notices to alarm users.

d) Non-Compliance Notices

Generate, print, and deliver notices of non-compliance to alarm users who are not registered.

e) False Alarm Management

Generate, print, and deliver notices of excessive false alarms to registered alarm users.
Generate, print, and deliver notices and billing statements to non-registered alarm users who trigger false alarms.

f) Alarm Consultant Directory

Establish and maintain a directory of alarm companies providing services within the City's geographical boundaries

g) Legal and Ordinance Reference

Provide a link to the City's Alarm Ordinance for reference and compliance purposes.

16. 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.

17. 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.

18. 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.

19. AMENDMENT:

This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

20. ATTORNEY'S 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.

21. CONFIDENTIALITY:

To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the Agreement or services hereunder.

22. NOTICES:

Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties:

For Consultant:
Phoenix Group Information Systems
Claire Murphy – Vice President
claire@phxgis.com
(714) 356-2547

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND NV5, INC.

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and NV5, Inc., a California 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. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set 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.

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) not covered by the foregoing paragraph, 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, and 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 11/2 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. Labor Law Requirements. In the event this project, or any portion thereof is deemed a "public work", 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. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

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, military and veteran status, or any other legally protected characteristic. 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 §§ 810 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

32. 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

Administrative Report

H.6., **File #** 25-1093 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2509-068 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA APPROVING THE FILING OF A CLAIM WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR FISCAL YEAR 2025-26

EXECUTIVE SUMMARY

The City of Redondo Beach is eligible to receive Transportation Development Act (TDA) IV funding through the Los Angeles County Metropolitan Transportation Authority (Metro) for transit operating assistance. The revenue is distributed from two funding sources: the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA).

To receive the funding, the City must submit claim forms to Metro that have been authorized by the City Council. The City's FY 2025-26 TDA IV and STA allocated funding is $1,090,359: $762,132 of LTF and $328,227 of STA funds. All LTF and STA allocated funding is used to pay for Beach Cities Transit (BCT) and WAVE Dial-A-Ride operating costs. Staff recommends that Council adopt the proposed Resolution to advance the process to receive this critical transportation funding.

BACKGROUND

In 1971, the California State Legislature enacted the TDA to improve existing public transportation services and to encourage regional transportation coordination. The TDA established two funding sources: the LTF and the STA.

The LTF is derived from a ¼ cent of the statewide sales tax. Revenues are returned to each county based on sales tax collected, and then apportioned within each county based on population. STA funds are derived from the statewide sales tax on diesel fuel. These revenues are allocated by the State Controller's Office, with 50% distributed based on population and 50% based on prior-year transit operator revenues.

In Los Angeles County, both LTF and STA programs are administered by Metro. Eligible transit operators, including the City of Redondo Beach, file annual claims to receive their allocations. The City has relied on this funding to support Beach Cities Transit (BCT) and WAVE Dial-A-Ride operations for more than 15 years.

In addition to LTF and STA, Metro requires claimants to include information on Senate Bill 1 - State of

Good Repair (SB1-SGR) funds in the annual claim forms. SB1, the Road Repair and Accountability Act of 2017, augmented the STA program and created the SB1-SGR program, funded by a portion of the Transportation Improvement Fee on vehicle registrations. These funds have been accrued for two designated purposes: transit operations facility improvements and the replacement of BCT fleet buses.

All LTF and STA allocated funding is used to pay for Beach Cities Transit (BCT) and WAVE Dial-A-Ride operating costs. Staff recommends adopting the attached Resolution and authorizing the City Manager to sign the claim forms and ancillary documents prior to submission to Metro.

COORDINATION

The Resolution to file a claim with the Metro to receive the funds has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The City will receive $762,132 in LTF and $328,227 in STA funds for FY 2025-26 to be applied toward BCT and WAVE Dial-A-Ride operating costs. The funds are included in the City's FY 2025-26 Adopted Budget.

FY2025-2026 Funding		**FY2025-2026 Expenditures**	
LTF Allocation	$762,132	BCT & WAVE Operations	$1,090,359
STA Allocation	$187,274		
SB1-STA Allocation	$140,953		
Total	**$1,090,359**	**Total**	**$1,090,359**

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - CC-2509-068 Resolution
- FY 2025-26 TDA Claim Forms

RESOLUTION NO. CC-2509-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE FILING OF A CLAIM WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR FISCAL YEAR 2025-26

WHEREAS, the Transportation Development Act of 1971 and its subsequent amendments (collectively the "TDA") make certain funds available for public transportation systems in the State of California; and

WHEREAS, Article 4 of the TDA (the "Local Transportation Fund") and Public Utilities Code ("PUC") Section 99260 et seq., authorize the Los Angeles County Metropolitan Transportation Authority ("Metro") to administer these funds for the support and development of public transportation systems; and

WHEREAS, Article 6.5 of the TDA (the "State Transit Assistance Fund") and PUC Section 99315 et seq., authorize Metro to administer these funds for meeting public transportation needs; and

WHEREAS, pursuant to PUC Section 99260(a), the City of Redondo Beach ("City") is eligible to claim these funds; and

WHEREAS, the City must file an annual claim with Metro to receive these funds; and

WHEREAS, the City Council adopted a budget for Beach Cities Transit for Fiscal Year 2025-2026, which evidences the need for financial assistance to support and develop transportation systems; and

WHEREAS, the City is entitled to claim its maximum allocation under the TDA for Fiscal Year 2025-2026 to ensure the continued support and development of public transportation systems; and

WHEREAS, the City shall use these funds for the support and development of local transportation systems.

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

SECTION 1. The City Manager is hereby authorized and directed to execute, file, and amend an appropriate claim pursuant to the TDA with Metro for the maximum allocation of TDA funds due to the City for the purposes allowed under Article 4 of the TDA.

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 16th day of September, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
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 Resolution No. CC-2509-068 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 16th day of September, 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Public Transportation System Claim

CHECKLIST OF ITEMS FILED

FISCAL YEAR:

CLAIMANT: City of Redondo Beach DATE: September 16, 2025

The items checked below are enclosed in connection with the claim filed herein:

__X__ 1. **Pages 1 and 2 for TDA and STA**
(See instructions for completing the form in the instruction package).

__X__ 2. **Financial Statement (Table L-1)**
(A separate table must be completed for each mode. The table should be consistent with the table included in the SRTP.)

__X__ 3. **Standard Assurances for Claimants**

__X__ 4. **Governing Body Authorization**
Submit a certified copy of a resolution or minute order.

__N/A__ 5. **Justification Statements**

__N/A__ 6. **Proposed Commitment Statement(s)**
Complete when requesting long-term capital reserves.

__X__ 7. **Employee Retirement System Certification Statement**

__X__ 8. **Proof of Funding Obligation**
Submit tangible evidence of imminent need for capital reserve drawdowns.

__N/A__ 9. **Cooperative Agreement or Contract**
Submit copies if applicable.

__N/A__ 10. **TDA Reserves Held by County Auditor (Table 2)**

__X__ 11. **California Highway Patrol Certification (Pull Notice)**
Current within 13 months.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

PUBLIC TRANSPORTATION CLAIM

STANDARD ASSURANCES FOR APPLICANTS FOR LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE FUNDS (STAF)

Claimant: City of Redondo Beach **Fiscal Year:** 2025-26

PLEASE INITIAL ALL APPLICABLE PARAGRAPHS PURSUANT TO WHICH THE CLAIM IS BEING SUBMITTED.

MTA TDA GUIDE SECTION		Initial
	1. **CERTIFIED FISCAL AND COMPLIANCE AUDIT**	
1.8.1 1.8.3	Claimant certifies that it has submitted a satisfactory, independent fiscal and compliance audit, with required certification statement, to SCAG, MTA, and the Department of Transportation, pursuant to PUC Section 99245 and CAC Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one) and submitted to MTA no later than 120 days after the close of the fiscal year.	
	2. **90-DAY ANNUAL REPORT (STATE CONTROLLER'S REPORT)**	
1.8.2 1.8.3	Claimant certifies that it has submitted a State Controller's Report in conformance with the Uniform System of Accounts and Records, to SCAG, MTA, and the State Controller, pursuant to PUC Section 99243, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (project year minus one) and submitted no later than 90 days after the close of the fiscal year.	
	3. **PART-TIME EMPLOYEES***	
5.6.2b	Claimant certifies that it is not precluded, by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his or her employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with those common carriers. (PUC Section 99314.5c)	

STANDARD ASSURANCES FOR APPLICANTS

MTA TDA GUIDE SECTION **Initial**

4. **FIFTY PERCENT EXPENDITURE LIMITATION**

2.2.1 Claimant filing a claim pursuant to PUC Section 99268.1 certifies that it was in compliance with PUC Section 99268 during the 1978-79 fiscal year, and further certifies that it will remain in compliance with that section during the project year.

5. **REVENUE RATIOS FOR OLDER OPERATORS**

2.2.2 Claimant filing a claim pursuant to PUC Section 99268.2 certifies that it will maintain for the project year that ratio of fare revenues and local support to operating cost which was maintained during the 1978-79 fiscal year, and further assures for the project year that it reasonably anticipates achieving the ratio of fare revenues to operating cost at least equal to the ratio maintained in FY 1978-79, or (a) 20 percent if serving an urbanized area, and (b) 10 percent if serving a nonurbanized area, whichever is greater.

6. **REVENUE RATIOS FOR NEWER URBANIZED AREA OPERATORS**

2.2.2 Claimant filing a claim pursuant to PUC Section 99268.3 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 20 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 20 percent for the project year.

7. **REVENUE RATIOS FOR NEWER NON-URBANIZED AREA OPERATORS**

2.2.2 Claimant filing a claim pursuant to PUC Section 99268.4 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 10 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 10 percent.

8a. **REVENUE RATIOS FOR EXCLUSIVE SERVICES TO ELDERLY AND HANDICAPPED**

2.2.3 Claimant filing a claim pursuant to PUC Section 99268.5 certifies that, for the purpose of the claim, it provides services using vehicles for the exclusive use of elderly and handicapped persons.

MTA TDA GUIDE SECTION		Initial
	8b. **REVENUE RATIOS FOR PARATRANSIT SERVICES**	
2.2.3	Claimant filing a claim pursuant to PUC Section 99275.5c (Article 4.5) further certifies that, for the project year, it reasonably anticipates achieving the performance criteria, local match requirements, or fare recovery ratios adopted by MTA.	
	9. **EXTENSION OF SERVICE**	
1.8.4 2.2.5	Claimant that received an allocation of Local Transportation Funds for an extension of service pursuant to PUC Section 99268.8 certifies that it will file a report of these services pursuant to CAC Section 6633.8b within 90 days after the close of the fiscal year in which that allocation was granted.	
	10. **RETIREMENT SERVICE**	
2.1.7	Claimant filing a claim pursuant to PUC Section 99260 certifies that: (a) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (b) the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years; or (c) the operator has a private pension plan which sets aside and invests, or on a current basis, funds sufficient to provide for the payment of future benefits, and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.	
	11a. **USE OF FEDERAL FUNDS**	
2.2.1 2.2.8	Claimant filing a claim for TDA funds for capital intensive projects pursuant to PUC Sec. 99268.7 certifies that it has made every effort to obtain federal funding for any project which is funded pursuant to PUC Sec. 99268.7.	
	11b. Claimant qualifying for funds pursuant to PUC Sec. 99268.1 and filing a claim for TDA funds in excess of the amount allowed	
2.2.1d	under PUC Sec. 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed, pursuant to PUC Sec. 99267.5 and CAC Sec. 6633.1.	

MTA
TDA
GUIDE
SECTION **Initial**

12. **CHP CERTIFICATION**

2.2.9 Claimant filing a claim for Local Transportation Funds has included in the claim a certification completed within the last 13 months by the California Highway Patrol indicating compliance with Vehicle Code Section 1808.1, indicating that the operator has participated in a "pull notice system" to examine driver's records, as specified in PUC Sec. 99251.

13. **STA EFFICIENCY STANDARDS***

Beginning in FY 1992, claimant filing a claim for State Transit Assistance Funds for operating purposes certifies that it has met the efficiency standards which limit cost per hour increases, pursuant to PUC Sec. 99314.6. This requirement is suspended until July 1, 2026.

14. **REDUCED TRANSIT FARES**

Claimants of TDA funds who offer reduced fares to senior citizens certify that: (a) The Federal Medicare Identification Card is sufficient identification to receive senior citizen reduced fares if such fares are available; and (b) A disabled person or disabled veteran identification card issued pursuant to subdivision (d) of Vehicle Code Sections 22511.5 or 22511.9 (whichever is applicable) is sufficient identification to receive disabled person reduced fares if such reduced fares are available.

***STA Claimants Only.**

City of Redondo Beach
(Legal Name of Applicant/Claimant)

(Authorizing Signature)

Mike Witzansky, City Manager
(Print Name & Title)

CLAIM FORM

TDA CLAIM FORM

LTF PUBLIC TRANSPORTATION - ARTICLE 4

CLAIMANT: City of Redondo Beach

CONTACT PERSON: Paige Meyer, Sr. Management Analyst TELEPHONE: (310)697-3357

DATE: September 16, 2025 FISCAL YEAR: 2025 - 26 COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Redondo Beach

ADDRESS: 415 Diamond Street, Redondo Beach, CA 90277

ATTENTION: Paige Meyer, Sr. Management Analyst

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
Article 4 PUC 99260(a)	1. Payment from FY Allocation - Operations	$ 762,132
	2. Amount placed in Capital Reserve from current year allocation (Complete Table 2)	$ 0
	3. Total FY 2026 funding mark (1+2)	$ 762,132

Authorized Signature: _____
(Claimant's Chief Administrator or Finance Officer)

Mike Witzansky, City Manager
(Print name and title)

CONDITION OF APPROVAL:

Approval of this claim and payment by the County Auditor to this claimant are subject to funds being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim.

CLAIM FORM

STATE TRANSIT ASSISTANCE FUND
STA Regular

Pursuant to Sections 6730-6735 of the California Administrative Code

CLAIMANT: City of Redondo Beach

CONTACT PERSON: Paige Meyer, Sr. Management Analyst TELEPHONE: (310)697-3357

DATE: September 16, 2025 FISCAL YEAR: 2025 - 26 COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Redondo Beach

ADDRESS: 415 Diamond Street, Redondo Beach, CA 90277

ATTENTION: Paige Meyer, Sr. Management Analyst

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
( ) CAC, Section 6730 (a) ( ) CAC, Section 6730 (b) ( ) CAC, Section 6730 (c) ( ) CAC, Section 6731 (a) ( ) CAC, Section 6731 (b) ( ) CAC, Section 6731 (c)	1. Payment from Unallocated - Operations	$ 187,274
	2. Amount placed in Capital Reserve from current year allocation (*Complete Table 2*)	$ 0
	3. Total for 1 & 2 = STA Regular Allocation	$ 187,274

Authorized Signature: _____
(Claimant's Chief Administrator or Finance Officer)

Mike Witzansky, City Manager
(Print name and title)

CONDITION OF APPROVAL:
Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and SCAG Allocation Instructions.

CLAIM FORM

STATE TRANSIT ASSISTANCE FUND

SB1 STA and SB1 STATE OF GOOD REPAIR

Pursuant to Sections 6730-6735 of the California Administrative Code

CLAIMANT: City of Redondo Beach

CONTACT PERSON: Paige Meyer, Sr. Management Analyst TELEPHONE: (310)697-3357

DATE: September 16, 2025 FISCAL YEAR: 2025 - 26 COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Redondo Beach

ADDRESS: 415 Diamond Street, Redondo Beach, CA 90277

ATTENTION: Paige Meyer, Sr. Management Analyst

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
( ) CAC, Section 6730 (a) ( ) CAC, Section 6730 (b) ( ) CAC, Section 6730 (c) ( ) CAC, Section 6731 (a) ( ) CAC, Section 6731 (b) ( ) CAC, Section 6731 (c)	1. Payment from SB1 STA Funds Operations	$ 140,953
	2. Amount placed in Capital Reserve from current year allocation (SB1 STA Funds) *(Complete Table 2)*	$ 0
	3. Total for 1 & 2 = SB1 STA Allocation	$ 140,953
	4. SB1 SGR Capital Funds *(Complete Table 2)*	$ 52,980
	5. Total for 1, 2, 3 & 4 = SB1 STA/SGR Allocation	$ 193,933

Authorized Signature: _____

(Claimant's Chief Administrator or Finance Officer)

Mike Witzansky, City Manager

(Print name and title)

CONDITION OF APPROVAL:

Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and SCAG Allocation Instructions.

Table L-1 (A)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF CAPITAL FUNDS
BY YEAR OF EXPENDITURE ($ 000)

MODE:

SOURCE OF CAPITAL FUNDS:	2024 Audited	2025 Actual	2026 Planned
FEDERAL CAPITAL GRANTS			
FTA Sec. 5309 (Sec. 3)	N/A	N/A	N/A
FAU Grants	N/A	N/A	N/A
FTA Sec. 5307(Sec. 9)	2463	0	620
Other Federal (Assume 80/20 match) (Specify source)	N/A	N/A	N/A
STATE CAPITAL GRANTS AND SUBVENTIONS			
TDA (ART 4) current from unallocated	N/A	N/A	N/A
TDA from prior years reserves	N/A	N/A	N/A
TDA (ART 8)	N/A	N/A	N/A
STA current from unallocated	N/A	N/A	N/A
STA from prior years reserve	0	0	0
SB1 SGR	6	18	26
Other State (Specify)	1	0	0
LOCAL CAPITAL GRANTS			
System Generated	N/A	N/A	N/A
General Fund	N/A	N/A	N/A
Prop. A Local Return	583	0	97
Prop. A Discretionary Carry Over	N/A	N/A	N/A
Prop. C Discretionary	N/A	N/A	N/A
Prop. C Local Return	N/A	N/A	N/A
Prop. C 5% Security	N/A	N/A	N/A
Measure R Clean Fuel Bus Capital	32	0	32
Measure R 15% Local Return	N/A	N/A	N/A
Prop 1B PTMISEA Bridge Funds	N/A	N/A	0
Prop 1B Transit Security Bridge Funds	N/A	0	0
Other Local (Specify)	N/A	N/A	0
TOTAL CAPITAL REVENUE	3085	18	775
TOTAL CAPITAL EXPENSES	3085	18	775

Table L-1 (B)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF OPERATING FUNDS
BY YEAR OF EXPENDITURE ($ 000)

SOURCE OF OPERATING FUNDS:	2024 Audited	2025 Actual	2026 Planned
FEDERAL CASH GRANTS AND REIMBURSEMENTS			
FTA Sec. 5307 (Sec. 9) Operating	0	0	0
CMAQ (Operating)	0	0	0
STATE CASH GRANTS AND REIMBURSEMENTS			
TDA Current from unallocated	1336	929	710
STA Current from unallocated	294	139	187
Other State (Specify)	0	0	0
LOCAL CASH GRANTS AND REIMBURSEMENTS			
Passenger Fares	205	199	205
Special Transit Service	N/A	N/A	N/A
Charter Service Revenues	N/A	N/A	N/A
Auxiliary Transportation Revenues	12	12	12
Non-transportation Revenues	N/A	N/A	N/A
Prop. A %40 Discretionary	316	470	501
Prop. A %25 Local Return	1861	2727	2474
Prop. A Incentive fund	0	0	0
Prop. A Interest	N/A	N/A	N/A
BSIP	4	4	4
TSE	N/A	N/A	N/A
Base	N/A	N/A	N/A
MOSIP	167	138	147
Prop. C %40 Discretionary	42	29	26
Prop. C %20 Local Return	N/A	N/A	N/A
Prop. C %5 Security	60	46	30
Prop. C Other (Interest)	N/A	N/A	N/A
Measure R 20% Bus Operations	535	381	328
Measure M 20% Bus Operations	535	380	324
Other Local (Specify)	N/A	N/A	N/A
TOTAL OPERATING REVENUES	5367	5454	4948
TOTAL OPERATING EXPENSES	5367	5454	4948

TABLE 2
TDA

Total Capital Funds Reserved
for Future Payment (Total A & B):$ 0

PROJECT DESCRIPTION	(A) ANTICIPATED EXPENDITURE FY 2027	(B) ANTICIPATED EXPENDITURE FUTURE YEARS
0	0	0

TABLE 2 (B)
STA

Total Capital Funds Reserved for Future Payment: $ N/A

PROJECT DESCRIPTION	(A) ANTICIPATED EXPENDITURE FY 2027	(B) EXPENDITURE FUTURE YEARS

TABLE 2(C)
SB1 STA/SGR

Total Capital Funds Reserved for Future Payment: $ 52,980

PROJECT DESCRIPTION	(A) ANTICIPATED EXPENDITURE FY 2027	(B) EXPENDITURE FUTURE YEARS
SB1-SGR Bus Procurement	52,980	

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

CHP 339 (Rev. 9-09) OPI 062

TRANSIT OPERATOR NAME			
City of Redondo Beach / Parking Concepts Inc			
ADDRESS			TELEPHONE NUMBER
1519 Kingsdale Ave			(310) 802-7686
CITY	ZIP CODE	COUNTY	
Redondo Beach, CA	90277	Los Angeles	

This is to certify that the above named transit operator was inspected on this date and found to be in compliance with California Vehicle Code Section 1808.1, regarding participation in the Department of Motor Vehicles Pull Notice Program, and with Section 12804.6, regarding transit bus operator certificates.

ISSUED BY	I.D. NUMBER	DATE
D. Woods	A17960	12/23/2024

Destroy Previous Editions

Chp339_0809.pdf

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TRANSIT OPERATOR COMPLIANCE CERTIFICATE

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This is to certify that the above named transit operator was inspected on this date and found to be in compliance with California Vehicle Code Section 1808.1, regarding participation in the Department of Motor Vehicles Pull Notice Program, and with Section 12804.6, regarding transit bus operator certificates.

ISSUED BY	I.D. NUMBER	DATE
D. Woods	A17960	12/23/2024

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TRANSPORTATION CONCEPTS

July 21, 2025

Brian Magumcia
Transit Analyst
City of Redondo Beach
1922 Artesia Blvd.
Redondo Beach, CA 90278

Dear Mr. Magumcia,

Transportation Concepts, a division of Parking Concepts, Inc. offers a 401(k)-savings plan to eligible employees with Principal Life Insurance Company. This personal equity plan (PEP) provides employees with the opportunity to contribute Pre-Tax or Roth contributions to their dedicated retirement savings plan, pursuant to Federal IRS contribution limits and regulations.

Should you have any questions regarding this information, please do not hesitate to contact me. I can be best reached at pcihr@parkingconcepts.com or (949) 757-7525.

Sincerely,

Zachary Jefferson

Zachary Jefferson

Human Resources Director

Administrative Report

H.7., **File #** 25-1212 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: PATRICK BUTLER, FIRE CHIEF

TITLE

APPROVE AN AGREEMENT WITH LOCALITY MEDIA, INC., DBA FIRST DUE, TO PROVIDE FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM SERVICES FOR A THREE-YEAR AMOUNT NOT TO EXCEED $70,406 AND THE TERM AUGUST 16, 2025 TO AUGUST 15, 2028

EXECUTIVE SUMMARY

On August 16, 2022, the City Council approved an agreement with Locality Media, Inc. dba First Due (First Due) to provide a records management system (RMS) to collect mandated National Fire Incident Reporting System (NFIRS) data and to produce the Department's required reporting. The first amendment to the agreement was approved on September 3, 2024 which expanded services by adding three additional modules to the platform for City use. Approval of the proposed agreement would initiate a fresh three-year term with First Due to continue usage of the platform, inclusive of the modules added via the first amendment, for a total three-year not to exceed amount of $70,405.54.

BACKGROUND

In 2022, the Redondo Beach Fire Department sought to replace its legacy RMS, Firehouse, which reached its functional end of life in January 2023. The Department completed a needs assessment and evaluated four vendors on their ability to meet the Fire Department's contemporary operational needs. First Due met all of the Fire Department's functional criteria by offering a modern, intuitive RMS platform that has been successfully adopted by similarly sized fire departments. The platform positioned the Department to maintain the highest level of service, while also optimizing data collection and reporting to improve operations.

In 2024, the first amendment to the agreement with First Due was approved, which provided three additional modules: pre-incident planning, hydrant management, and arson investigations. These modules are integrated into a centralized platform with a common, intuitive interface that supports critical Department functions. Fire Department research indicates that First Due is the only avaiable platform that provides high-functioning modules across each of these areas. In addition, the transition to First Due has significantly improved the quality of incident data being collected for NFIRS reporting, which is critical for Department compliance.

First Due also provides an industry-leading tool for pre-incident planning that seamlessly pushes critical property information in real-time to fire personnel while responding to calls. This allows Fire Crews to access building layouts, diagrams of access and egress points, and information related to fire protection systems that are in place. Having access to this information while in route can save

critical time and allow Fire Department staff to quicky take action to clear the incidents they encounter.

Approving a new agreement with First Due will allow the Fire Department to continue to utilize the powerful tools that its platform provides. Staff have been very pleased with First Due's performance over the life of the initial agreement, and is requesting Council's approval of a sole source procurement that would forgo an updated, formal needs assessment. This will allow Fire Department staff to focus time and resources on its core operations and save the additional expenditure associated with data migration and reporting integrations that would be required to transition to a new platform. It will also allow for continuity of operations as negotiating terms of the new agreement have extended beyond the end date of the original Agreement. First Due has been actively working with the Fire Department to finalize the proposed agreement and has provided full access to its platform throughout the negotiating process.

COORDINATION

This item was coordinated with the City Attorney's Office and the Financial Services Department.

FISCAL IMPACT

Funding for the first year of the agreement is available through the Fire Department's FY 2025-26 Operating Budget. The cost for each year of service is as follows:

Year 1	$22,333.24
Year 2	$23,449.90
Year 3	$24,622.40
Total	$70,405.54

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Locality Media, Inc. dba First Due
- COI - Worker's Compensation
- COI - General Liability

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND LOCALITY MEDIA, LLC. DBA FIRST DUE

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Locality Media, LLC, a Delaware limited liability company dba First Due ("Contractor" or "Consultant").

The parties hereby agree as follows:

A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".

B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. 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, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. 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 Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement with thirty (30) days' written notice to Contractor of the project or services hereunder. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City, including all City data, reports, and outputs generated under this Agreement, but excluding Contractor's pre-existing proprietary software, code, or platform intellectual property. 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 Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may with thirty (30) days' written notice to Contractor terminate this Agreement, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

    a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the

deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. 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. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.

18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City’s prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

21. 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 Contractor 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 Contractor.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. 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 Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. 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 Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. 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 Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. 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 16th day of September, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

LOCALITY MEDIA, a Delaware limited liability company dba First Due

Signed by:
By: _____
88681F19F5B948A...
Name: Toby Ritt
Title: VP, Sales

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall provide record management modules and integration services, which shall consist of Occupancy Management & Pre-Incident Planning, Hydrant Management – Basic, Investigations, Incident Reporting – NFIRS, Personnel Management, Basic Training Records, Events & Activities, CAD Integration with Mark43, and Scheduling Integration with Telestaff, as described herein.

Contractor shall perform the following duties.

1. First Due Modules: Contractor shall provide the following modules and services as described:

    1.1. Occupancy Management & Pre-Incident Planning. A module used by command staff and suppression staff to manage occupancy information and create pre-plans that are accessible on-scene.

        1.1.1. Manage Occupancies. Build and update a data set of critical information for any occupancy.
        1.1.2. Pre-Incident Mapping. Build and access comprehensive pre-plan units so crews have information about vital structural components, building features, access points, fire systems, and other critical elements to help manage incidents. Annotate preplans to include further information and images, and attach all associated documents. Prepare multiple response plans for each occupancy to allow personnel to view only the information most relevant to a given incident.
        1.1.3. ArcGIS Maps. Pre-plans are integrated with Esri's ArcGIS and be able to be fully accessed from an interactive map.
        1.1.4. Hazardous Materials Units. Access detailed data regarding on-site hazardous materials, including chemical location, quantity, NFPA 704 rating information, and quick-click access to the Emergency Response Guide.
        1.1.5. Contacts. Embed occupancy contact information within pre-plans to enable crews to contact necessary parties during an incident.

    1.2. Hydrant Management – Basic. A module used by fire prevention staff and suppression staff to view and manage the maintenance and locations of fire hydrants throughout the City.

        1.2.1. Manage Hydrants. Create customized hydrant checklists to capture essential inspection details, including but not limited to, conditions, cap status, clearance, hydrant marker status, and maintenance history.

1.2.2. Hydrant List. Access hydrants in a list view and apply filters to focus on desired subsets.
1.2.3. Hydrant Types. Identify hydrants by private, static, and other unique water sources.
1.2.4. Hydrant Uploads. Bulk-import hydrants using a streamlined CSV import tool.
1.2.5. ArcGIS Hydrant Layers. View hydrants on an Esri ArcGIS layer.
1.2.6. Hydrant Setup. Customize settings for notifications, preferences, flow and service, field selection, hydrant zones, and hydrant types.

1.3. Investigations. A module used by personnel engaged in arson investigations for records management.

1.3.1. Organize, analyze, and document investigations. Standardize the investigation process with pre-built customizable forms for any incident type. Document crime scene details, critical incident evidence, and persons and agencies involved.
1.3.2. Keep case information secure and integrated with other modules. Assign roles and permissions to ensure only appropriate personnel can access and authorize records. Quickly access critical incident information through a built-in connection with the Incident Reporting – NFIRS module.

1.4. Incident Reporting – NFIRS. A module used by command staff and suppression staff for creating and managing NFIRS/NERIS incident documentation.

1.4.1. NFIRS Incident Documentation. Create fire incident reports using a configurable, intuitive workflow. Automatically connect to Mark43 to import incident data from CAD into reports. Automatically connect to Telestaff to import staffing data to reports. Ensure accuracy with real-time error checking upon submission, powered by built-in NERIS and state data validation.
1.4.2. Compliance and Automated Submission. First Due is NFIRS 5.0 compliant, and shall be configured to meet state and local compliance. Configure automated exports directly from the First Due platform to all compliance-focused agencies.

1.5. Personnel Management. A module used by command staff and administrative staff for editing and storing employee information. Employee information is integrated with other modules to manage access and populate reports.

1.5.1. Employee Records. Add, edit, and archive employee files as the organization changes. Track and record assignment changes, rank changes, and other special events throughout each employee's tenure with the organization.
1.5.2. Certifications. Manage and view all employee certifications in a centralized location.

1.6. Basic Training Records. A module used by command staff, suppression staff, and administrative staff, to assign, log, and manage training.

1.6.1. Manage Training Assignments. Assign training courses to personnel, record completions, and view organization-wide training logs and progress.
1.6.2. Manage Certifications. Automatically link certifications to personnel records. Set and push notifications to personnel when certifications are nearing expiration. Automate submission to certifying agencies.

1.7. Events & Activities. A module used by command staff, suppression staff, and administrative staff, to schedule and view planned events and activities.

1.7.1. Create Events. Create a customizable "Master Event List" to align with organization-specific event types. Assign personnel to events and automatically notify assignees of upcoming events.
1.7.2. View and Access Global Activity Log and Global Calendar. View activities in list form in the Global Activity Log or in calendar form in the Global Calendar. Color-code event types to monitor events visually.

1.8. CAD Integration with Mark43, Inc. Receive incident data from City's CAD contractor, Mark43, Inc., and integrate data with Incident Reporting modules.

1.9. Scheduling Integration with Telestaff. Receive scheduling data from City's public safety timekeeping software, Telestaff, and integrate data with Incident Reporting and Personnel Management modules.

2. Customer Success Management: Contractor shall assign a Customer Success Manager ("CSM") who will be the point person for the City. Contractor shall perform regular check-ins to ensure its CSM assists with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

3. Customer Support: Contractor shall provide a central point of contact to ensure that all customer support requests are responded to and resolved

3.1. Contractor shall provide ongoing Customer Support, which includes offering multiple channels for City inquiries, including online, email, and phone support as follows:

3.1.1. Online: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support
3.1.2. Email: support@firstdue.com
3.1.3. Phone: (516) 874-5818

When City submits a support request, Contractor creates a Support Ticket (or Ticket) within First Due's Support CRM and assigns a unique ID (or ticket number) to track and document the City's support request.

Contractor shall provide a variety of channels to communicate with its Support Team:

3.2. Self-Service Resources: Contractor shall provide self-service resources that are available 24/7 on its online Support Center. The Knowledgebase shall contain step-by-step/how-to articles, FAQs, videos, best practices, etc.

3.3. Hours of Operation: Customer Support hours of operation (Business Hours) are:

3.3.1. Monday to Friday, 9:00am – 6:00pm ET**
3.3.2. 24/7 Support available for Sev 1 (Down/Urgent) issues.

CITY'S DUTIES

City will coordinate the training for new staff. City will designate a central point of contact to maintain continued communication with Contractor and address needs as they arise.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall retroactively commence on August 16, 2025, and continue through August 15, 2028, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT**. Contractor shall be paid a fully burdened total fee of $70,405.54 for the services described herein during the term of this Agreement in accordance with the quote, attached hereto and incorporated by this reference. This compensation is fully burdened and inclusive of all direct and indirect costs associated with Contractor's services, including but not limited to all expenses incurred by Contractor in performing its obligations under this Agreement. The payment shall be allocated as follows:

Description	**Amount**
Total Year 1 (08/16/2025-08/15/2026)	$ 22,333.24
Total Year 2 (08/16/2026-08/15/2027)	$ 23,449.90
Total Year 3 (08/16/2027-08/15/2028)	$ 24,622.40
Grand 36-Month Total	**$ 70,405.54**

2. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Contractor exceed $70,405.54 during the term of this Agreement.

3. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment. Each invoice shall indicate the date of delivery, itemized list of modules, provided, annual period covered and its corresponding amount, and the total amount incurred (if applicable). Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.

4. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.

5. **NOTICE**. Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Locality Media, LLC. dba First Due
107 Seventh St.
Garden City, NY 11530
Attention: Andreas Huber
Email: accounting@firstdue.com

City: City of Redondo Beach
Fire Department
401 S. Broadway
Redondo Beach, CA 90277
Attention: Division Chief Jason May
Email: jason.may@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.

Locality Media, LLC. dba First Due
Phone: +1 (516) 874-2258
Website: https://www.firstdue.com/

Quote: Renewal Quote
ID: 1545132000465841765

BILL TO:
Brian Regan
Redondo Beach Fire Department
401 S. Broadway
Redondo Beach, CA 90277

Account: Redondo Beach Fire Department
Renewal Start Date: August 16, 2025
Term Length: 36 months
Annual Subscription: $22,333.24

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Hydrant Management – Basic Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup	
Investigations Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Basic Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	
CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.	
Scheduling Integration w/ Third Party (Telestaff) Scheduling Integration with Telestaff	

One-Time Fees Subtotal	$ 0.00
Subscription Fees Subtotal	$ 22,333.24
Total Year 1 (08/16/2025-08/15/2026)	**$ 22,333.24**
Total Year 2 (08/16/2026-08/15/2027)	**$ 23,449.90**
Total Year 3 (08/16/2027-08/15/2028)	**$ 24,622.40**
Grand 36-month Total	**$ 70,405.54**

Terms and Conditions
The above-listed Total Year 1 (08/16/2025-08/15/2026) will be invoiced around forty-five days after the Start Date of August 16, 2025. For subsequent annual periods, the Service fees are due and payable annually in advance on August 16th .

Payment Terms: Net 45 days
For electronic ACH payment: Wells Fargo Bank | ACH Routing Number: 121000248 |Account #: 4192384907

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2024

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	CONTACT NAME: Kathy Matula	
Twin City Group 4500 Park Glen Rd. ste 400 Minneapolis MN 55416	PHONE (A/C, No, Ext): (952) 924-6900	FAX (A/C, No): (952) 925-0631
	E-MAIL ADDRESS: certificates@twincitygroup.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Charter Oak Fire Ins Co	25615
INSURER B :	Phoenix Insurance (PHX)	25623
INSURER C :	Travelers Indemnity (IND)	25658
INSURER D :	Underwriters at Lloyd's London	00194
INSURER E :		
INSURER F :		

INSURED
Locality Media, Inc., DBA: First Due
107 7th Street
Garden City NY 11530

COVERAGES **CERTIFICATE NUMBER:** 24/25 GL, BA, Umb, Prof **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZPP-16P69483-24-15	10/27/2024	10/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-1X531761-24-I5-G	10/27/2024	10/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-1X535483-24-I5	10/27/2024	10/27/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 9,000,000 $ 9,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Professional Liability & Cyber Liability			ESM0039766379	09/18/2024	09/18/2025	Technology Prof E&O Cyber Liability	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Redondo Beach, their elected and appointed officials, and employees are included as additional insureds where required by written contract.

CERTIFICATE HOLDER

Redondo Beach Fire Department
401 S. Broadway
Redondo Beach CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

First Due | Doing Business As

COPYRIGHT 2007, AMS SERVICES INC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1), (2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim.

To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.,** Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft - 75 Feet Long Or Less

B. Who Is An Insured - Unnamed Subsidiaries

C. Who Is An Insured - Employees - Supervisory Positions

D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement.

G. Blanket Additional Insured - Broad Form Vendors

H. Blanket Additional Insured - Controlling Interest

I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations

L. Medical Payments - Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability - Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of S**ECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Paragraphs **(1)(a), (b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED:**

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

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Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition

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operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

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b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $ 10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Justworks Customer Success	
Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	PHONE (A/C, No, Ext): (888) 534-1711	FAX (A/C, No):
	E-MAIL ADDRESS: support@justworks.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Justworks Employment Group LLC Labor Contractor, for co-employees of: Locality Media Inc. dba: First Due Size-Up PO Box 7119 Church Street Station New York, NY 10008-7119	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25NY017951082 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 02-14-747-08	06/01/2025	06/01/2026	X PER STATUTE ☐ 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
				Location Coverage Period:	06/01/2025	06/01/2026	**Client#** 19343-NY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

Locality Media Inc. dba: First Due Size-Up
107 7th street
Garden City, NY 11530

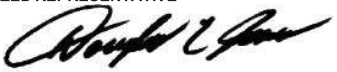
CERTIFICATE HOLDER

Redondo Beach Fire Department
401 S. Broadway
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2024

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	CONTACT NAME: Kathy Matula	
Twin City Group 4500 Park Glen Rd. ste 400 Minneapolis MN 55416	PHONE (A/C, No, Ext): (952) 924-6900	FAX (A/C, No): (952) 925-0631
	E-MAIL ADDRESS: certificates@twincitygroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Locality Media, Inc., DBA: First Due 107 7th Street Garden City NY 11530	INSURER A : Charter Oak Fire Ins Co	25615
	INSURER B : Phoenix Insurance (PHX)	25623
	INSURER C : Travelers Indemnity (IND)	25658
	INSURER D : Underwriters at Lloyd's London	00194
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24/25 GL, BA, Umb, Prof **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZPP-16P69483-24-15	10/27/2024	10/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-1X531761-24-I5-G	10/27/2024	10/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-1X535483-24-I5	10/27/2024	10/27/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 9,000,000 $ 9,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Professional Liability & Cyber Liability			ESM0039766379	09/18/2024	09/18/2025	Technology Prof E&O Cyber Liability	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Redondo Beach, their elected and appointed officials, and employees are included as additional insureds where required by written contract.

CERTIFICATE HOLDER

Redondo Beach Fire Department
401 S. Broadway
Redondo Beach CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

First Due

Doing Business As

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1), (2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim.

To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.,** Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft - 75 Feet Long Or Less

B. Who Is An Insured - Unnamed Subsidiaries

C. Who Is An Insured - Employees - Supervisory Positions

D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement.

G. Blanket Additional Insured - Broad Form Vendors

H. Blanket Additional Insured - Controlling Interest

I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations

L. Medical Payments - Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability - Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of S**ECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Paragraphs **(1)(a), (b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED:**

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

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Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition

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operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

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b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $ 10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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Administrative Report

H.8., **File #** 25-1222 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: PATRICK BUTLER, FIRE CHIEF

TITLE

APPROVE AN AGREEMENT WITH DIGITALEMS SOLUTIONS, INC. FOR ELECTRONIC PATIENT CARE REPORTING SERVICES FOR A THREE-YEAR AMOUNT NOT TO EXCEED $89,705 AND THE TERM SEPTEMBER 16, 2025 TO SEPTEMBER 30, 2028

EXECUTIVE SUMMARY

The Agreement between the City and the Fire Department's current Electronic Patient Care Reporting (ePCR) service provider, World Advancement of Technology for EMS and Rescue, Inc. (WATER), will conclude on October 6, 2025. WATER's quality of service has declined in recent years, and an agreement with a new vendor is recommended. Approval of this item would authorize an agreement with one of Los Angeles County's premier ePCR providers, DigitalEMS Solutions, Inc. (DigitalEMS).

BACKGROUND

In 2015, the Fire Department entered a five-year agreement with Source Code 3, LLC (Source Code 3) for ePCR services. In 2018, Source Code 3 was acquired by WATER, and the City consented to the assignment of the Agreement from Source Code 3 to WATER.

In 2020, the City Council approved a first amendment to the Agreement extending the term through October 6, 2025. At that time, WATER's services met all the needs of the Department, regulatory agencies, and local receiving hospitals. In recent years, however, WATER's quality of service, responsiveness, and reliability have decreased. Fire Department staff researched alternative vendors and early termination of the Agreement in 2024, but the City Attorney's Office advised against pursuing termination, and the Department elected to complete the term, which is set to expire on October 6, 2025.

The practices and requirements of regulatory agencies, receiving hospitals, and fire departments in different Counties vary, and it has been difficult for WATER to keep up with Los Angeles County demands. DigitalEMS currently services 26 of the 30 fire departments in Los Angeles County, and does not provide service to fire departments in any other area. DigitalEMS is focused exclusively on Los Angeles County needs, and as a result has excellent working relationships with local regulatory agencies, hospitals, and departments. This is in contrast to WATER, which is based out of San Diego County and only has two clients in Los Angeles County.

The only other ePCR provider in Los Angeles County is ImageTrend, LLC (ImageTrend), which

serves the Los Angeles City and Los Angeles County Fire Departments. ImageTrend is a large company, serving thousands of agencies across the nation. DigitalEMS is a small company with a sole focus on local departments, that are closer in size to the Redondo Beach Fire Department. As a result, DigitalEMS can provide more immediate customer service and greater service availability to the Redondo Beach Department. In addition, DigitalEMS is used by the Manhattan Beach and El Segundo Fire Departments, the two agencies that provide and receive the most mutual aid from the Redondo Beach Fire Department. Transmission of ePCR data during these incidents has been challenging with the current provider, but would be much simpler when working with DigitalEMS.

The Fire Department's recent experience with WATER has emphasized the importance of utilizing a vendor with a proven ability to meet the requirements of Los Angeles County. Of the three ePCR vendors with clients in Los Angeles County, DigitalEMS is unique in offering an operating model dedicated to the unique needs of smaller agencies in Los Angeles County. As such, they are able to provide premium service that will evolve with the needs of similar-sized agencies in Los Angles County. For these reasons, the Fire Department is recommending that the City Council Approve a three-year agreement with DigitalEMS to serve as the City's ePCR provider.

COORDINATION

This item was coordinated with the City Attorney's Office, the City Manager's Office, the Information Technology Department, and the Financial Services Department.

FISCAL IMPACT

Funding for the ongoing cost of the proposed agreement is available in the Fire Department's Fiscal Year 2025-26 Operating Budget. Initial funding for the agreement was approved as part of Fiscal Year 2024-25 Decision Package #46. This expenditure was delayed following the decision to complete the full term of the Agreement with WATER, and the Department plans to request these funds be carried over as part of the 2024-25 year-end budget process. The annual costs for the Agreement are as follows:

Year 1	$37,235
Year 2	$26,235
Year 3	$26,235
Total	$89,705

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Subscription Agreement, DigitalEMS, Inc.
- Agmt - Schedule P, Fees and Contract Terms, DigitalEMS, Inc.
- Insurance - DigitalEMS, Inc.

DigitalEMS Subscription Agreement

SUBSCRIPTION AGREEMENT

This ***Medic ClipBoard*** Subscription Agreement (the "Agreement") is made and entered into on September 16, 2025, by and between DigitalEMS Solutions Incorporated ("DigitalEMS"), a California corporation and the **City of Redondo Beach** ("Customer"), a chartered municipal corporation.

1. ***Medic ClipBoard***. ("System")

1.1. Licensed Software. The licensed software is the *Medic ClipBoard* system, a system comprising of multiple parts: an iOS (Apple's mobile operating system) application ("Front-End") that performs reporting of patient information, a web-based administrative support back-end ("Back-End") that performs data collection, analysis, and reporting over the Internet (the "Licensed Software") for the Emergency Medical Services (EMS) industry. DigitalEMS Solutions Inc. owns all the rights to this software.

1.2. Professional Services. DigitalEMS makes available many professional services ("Professional Services") per Section 4 to help maximize your investment in DigitalEMS. Services include, but may not be limited to, Application Support, Classroom Training, Educational Resources, and Custom Programming to the System.

1.3. System Integration Services. DigitalEMS integrates the System with many third-party systems, such as CAD (Computer-Aided-Dispatch), medical devices, billing, and local reporting systems. These integration services may be provided on a fee-for-services basis or may be included in the Subscription Fees, and/or evaluated on a case-by-case basis.

1.4. Data Collection Services. DigitalEMS provides the System as a flexible data collection solution for the Customer using the proprietary electronic Patient Care Report ("ePCR") using mobile hardware and a secure file transfer that uploads data via the Internet (the "Data Collection Services"). Certain Data Collection Services require the Customer to procure and support hardware that meets the specifications set forth by DigitalEMS.

1.5. Data Center Services. The Data Center ("Data Center") is comprised of infrastructure and services that host, manage, and support the System. DigitalEMS is responsible for the Data Center as defined in Section **5.2** up to the point of external Internet access. It is the responsibility of the Customer to procure applicable hardware, software, and Internet Connectivity with sufficient bandwidth to meet the user demands. DigitalEMS uses a third party Business Associate to handle the Data Center and hardware that support the Back-End part of the System. DigitalEMS will do its due diligence to uphold this Agreement as defined herein.

2. INITIAL SETUP

2.1. Customer's Responsibilities for Setup. Customer must provide Internet connectivity to the System with sufficient bandwidth to meet the Customer's utilization demands. System performance is a function of bandwidth and latency time from client hardware to the System. Customer must connect to Back-End with a web browser that will support the latest web technologies (e.g., HTML5).

2.2. Customer Passwords. Both a login identity and a password are necessary to access the System Back- End through a web browser. The password provides a vital security in preventing unauthorized access to the Customer's Data and Confidential Information. DigitalEMS shall require each user to authenticate via unique credentials, consisting of a site-specific code, username, and a password, which shall be a minimum of 12 characters, including at least one uppercase letter, one lowercase letter, one digit, and one special character. Customer is responsible for keeping and maintaining the security of the passwords that are assigned to the Customers employees. DigitalEMS shall have no responsibility for the unauthorized access to the Customer's Data or Confidential Information that results from the Customers failure to keep the assigned passwords secure.

2.3. System Activation Date. The System Activation Date ("Activation Date") is defined in Schedule P. The System Activation Date is the date at which DigitalEMS will activate the System to allow for Customer set-up of the Licensed Software via the Data Center.

2.4. System Go-Live Date. The System Go-Live Date ("Go-Live") is defined in Schedule P. The Go-Live date is the date at which the Customer has properly set up their Back-End, the Customers employees have been trained in the use of the System, and the Customer is ready for live field use of the System.

3. LICENSE AND FEES

3.1. License. DigitalEMS hereby grants the Customer a non-exclusive, non-transferable, license to access the System on their iOS hardware and over the Internet, based on the payment of the Customer's subscription fees as set forth in Schedule P.

3.2. Fees.

3.2.1. **System Set-Up Fees.** System Set-Up Fees are the one-time per Provider Initial System Activation and Provider Set-up as set forth on Schedule P.

3.2.2. **Subscription Fees.** Customer agrees to pay Subscription Fees as set forth on Schedule P, which forms a part of this Subscription Agreement. Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance, and Application Support. System Upgrades are the sole prerogative of DigitalEMS.

3.2.3. **Invoicing.** Following the identification of Customer's System Go Live Date as set forth in Schedule P, DigitalEMS will invoice the Customer for Subscription Fees as defined in the Schedule P.

3.2.4. **Payment.** Payment for services rendered under this Agreement shall be due within 60 calendar days from Customer's receipt of invoice**.** The fee schedule and rates are as set forth on Schedule P, which forms a part of this Subscription Agreement. In the event of non- payment, Digital EMS retains the right to terminate system access to the Customer. DigitalEMS will provide a minimum of a thirty calendar day notification when terminating system access. If services are terminated by either party, any outstanding payments for services rendered up to the termination date shall be due within 60 calendar days of the receipt of the termination notice.

3.2.5. **Taxes.** Currently, electronic software is exempt from sales tax under IRC Section 108. However, if this section is amended, DigitalEMS may be required to collect sales tax from products and services provided to customers in the state of California. DigitalEMS reserves the right to invoice the Customer those taxes that are imposed by any governmental authority upon the sale or delivery of items purchased or licensed. Customer shall be held harmless by DigitalEMS from penalties or accruing interest for failure of DigitalEMS to pay sales tax.

4. PROFESSIONAL SERVICES

4.1. Application Support. DigitalEMS provides phone and email Application Support of the System at no additional cost to Customers who have completed Train-the-Trainer Classroom Training and are active Users. Application support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. DigitalEMS's phone support will provide unlimited Customer support during the hours of 8:00 am - 5:00 pm PST. After-hour System support consists of a voice-messaging system in which the Customer will be required to leave a message containing a brief synopsis of the issue, and a contact name and number. It is DigitalEMS's goal to return after-hour messages within one hour of receiving them or first thing in the morning for late night calls. As to avoid many calls from the Customer's employees, the Customer will designate one to five employees who will act as the point of contact between DigitalEMS and the Customer. Application Support excludes supporting Customer procured hardware, OS and Internet connectivity.

4.2. Classroom Training. DigitalEMS offers training regarding the use of the System for the benefit of its Customers. Training will be offered at the rate defined in Schedule P. Should the Customer, at a later date, require additional Training, it will be the Customer's responsibility to pay for the requested additional training.

4.3. Custom Programming. If the Customer desires to have the System perform in a way that is not already included in the System, this will require DigitalEMS to perform Custom Programming ("Custom Programming"). The Customer will provide DigitalEMS with an outlined requirement of such Custom Programming requirements. Digital EMS shall provide a detailed scope of work and fixed pricing after DigitalEMS has assessed the necessary Custom Programming time required to complete such requirements. DigitalEMS will not begin work on the said Custom Programming until the Customer has agreed to enter into a Software Development Agreement ("SDA") with DigitalEMS. DigitalEMS will charge the Customer at the standard rate as defined below. The SDA is not included within this Agreement, and is a separate Agreement that the Customer will enter into with DigitalEMS should the Customer request Custom Programming to be done by DigitalEMS.

4.3.1. **Developer's Services.** DigitalEMS shall provide to Customer professional services in the area of software development, human user interface design, graphic design, web page design, application design and development, mobile device application design or development, project management, testing & QA, research or any other consulting, development, management, software or graphic services. All services will be executed remotely. No on-site work or travel shall be performed.

- HOURLY RATE. In consideration of the Services to be performed by Developer under this Agreement, Customer will pay Developer for time spent on Services, at the following rates:

  $125 per hour Web Development, $150 per hour Mobile Development

5. DATA CENTER SERVICES

5.1. System Maintenance. DigitalEMS will provide software upgrades and system enhancements when DigitalEMS determines the upgrades are essential for the Customer. DigitalEMS will coordinate the installation of software upgrades and system enhancements for Customer at no charge to the Customer. Should DigitalEMS decide that upgrades or enhancements to the System are needed, DigitalEMS will notify the Customer one week in advance if the said upgrade or enhancement will cause an interruption to any part of the System. If the said upgrade or enhancement is to be made to the Front-End, explicit instructions will be sent to the Customer on how to do the said upgrade or enhancement as to minimize impact to the Customer's business activity.

5.2. System Access Level.

5.2.1. DigitalEMS shall take all commercially reasonable steps to ensure the integrity, security, and availability of Customer data. Any interruption in service or loss of data attributable to DigitalEMS's failure to comply with the backup and failover protocols set forth in this Agreement shall result in full liability on the part of DigitalEMS, including but not limited to the obligation to restore the affected data and provide a pro-rata refund of the Customer's subscription fees for the period during which the interruption or loss occurred.

5.2.2. DigitalEMS shall maintain a level of access to the Data Center (excluding periods of scheduled or emergency maintenance) of 99.8% Access Availability ("Access Availability"), 24 hours a day, 7 days a week, including holidays. System Access Unavailable ("System Access Unavailable") is defined as the reported unscheduled inability of users of the Customer to access the Data Center and verification that the problem is within the Data Center. DigitalEMS shall utilize Amazon Web Services (AWS) for hosting, and shall implement automated nightly, weekly, and monthly backups, with real-time replication through AWS's Multi-AZ redundancy feature. In the event of a failure, AWS will automatically switch to a standby database server to ensure data continuity and integrity. Backup data shall be retained for a period of fourteen (14) days.

5.2.3. DigitalEMS is not responsible for loss of access to the Data Center for reasons that are beyond DigitalEMS's reasonable control, such as acts of war, terrorism, natural disasters, government actions, power outages, and third-party telecommunication failures, provided that DigitalEMS has adhered to all backup and failover obligations.

5.2.4. If DigitalEMS fails to meet its obligations under this Agreement due to its negligence or willful

misconduct, DigitalEMS shall be responsible only for the direct damages arising from such failure, subject to the liability limitations set forth in Section 11.3. In no event shall DigitalEMS be liable for any consequential, incidental, indirect, or special damages, and the total liability for all claims under this Section shall not exceed the subscription fees paid by the Customer to DigitalEMS in the twelve (12) months preceding the event giving rise to the claim, as provided in Section 11.3. Any additional compensatory services, such as credits, as reasonably required by Customer, shall be provided at no charge.

6. TERM AND TERMINIATION

6.1. Term Initiation. This agreement takes effect on the latest signature date below and continues through the conclusion of the Subscription Term or any subsequent renewed Subscription Terms. The Subscription Term (the "Term") begins on the System Activation Date and ends at the conclusion of the period set forth in Schedule P or any subsequent renewed Subscription Terms. Subscription Fees commence on the System Activation Date and continue throughout the Term of this Agreement. Upon acceptance of this Agreement, DigitalEMS will provide Customer with the appropriate login credentials to use the Licensed Software via DigitalEMS's Data Center and the Internet.

6.2. Term Renewal. This agreement may be renewed upon such terms and for such period set forth in a new Schedule P (the "Renewal Schedule P") provided by DigitalEMS and executed by Customer within thirty (30) days before the end of the then current Term. If Customer does not execute the Renewal Schedule P, this agreement shall automatically terminate upon expiration of the then current Term. When the conclusion of the period as set forth in Schedule P is nearing ninety (90) days from the Term conclusion, DigitalEMS will issue a Renewal Schedule P to the Customer.

6.3. Termination.

6.3.1 **Termination for Breach.** Either party may terminate the Agreement upon the other party's material breach of this Agreement, if within 45 days of receipt of written notification of breach, the breaching party has failed to cure its breach. DigitalEMS may terminate Customer's access to the System immediately upon Termination of the Agreement. In the event of early Termination due to material breach by the Customer, Customer will be responsible for Early Termination Fee per Section 6.4 of this Agreement.

6.3.2 **Termination for Convenience.** Additionally, Customer may terminate this Agreement and Customer obligations hereunder during the initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer's sole and absolute discretion. Customer must notify DigitalEMS of its intention for early Termination by written notification at least 30 days before the desired Termination date. In such an event, DigitalEMS shall ensure that any data uploaded to the system prorated at the standard rate as stipulated on Schedule P, and any remaining balance will be refunded to the Customer within 30 days of Customer's written request of such refund. No Early Termination Fee applies under Section 6.3.2.

6.3.3 **Material Breach.** For the purposes of this Agreement, "Material Breach" means a breach of this Agreement that: (i) results in a failure to perform any of the following obligations – data security, confidentiality of PHI under Section 10, timely delivery of Services, or payment of Fees; or (ii) otherwise causes a substantial and demonstrable harm to the non-breaching party, such as exposure of PHI. A breach that is minor, technical, or promptly cured, and that does not materially impair such benefits, shall not constitute a Material Breach

6.4. Early Termination Fee (Only for Material Breach by Customer). Customer agrees to pay all fees as stipulated on the Schedule P on an annual basis throughout the term of the Agreement. Upon early Termination of the Agreement, all records uploaded to the system will be prorated at the standard fee as stipulated on Schedule P and any remaining balance will be refunded to the Customer.

6.5. Data Ownership and Retrieval. All data generated through the use of the System is solely the property of the Customer. Upon termination or expiration of the Agreement, DigitalEMS shall return all Customer data in a digital format. This will include, but is not limited to, PDFs, incident JSON data, and in any editable format

specified by the Customer (e.g., CSV, JSON, XLS, XLSX, etc.), to facilitate smooth migration to another solution. DigitalEMS will securely destroy all copies of the Customer's data stored in its systems within thirty days of receiving Customer's written request, except for any data that must be retained by law. Upon completion of the data destruction, DigitalEMS shall provide the Customer with a written certification confirming the destruction and specifying the methods used.

6.6. Remedies. If Customer attempts to use, copy, license, sub-license or otherwise transfer the Licensed Software or access to the System supplied by DigitalEMS under this Agreement, in a manner contrary to the terms of this Agreement or in competition with DigitalEMS or in derogation of DigitalEMS's proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, DigitalEMS shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.

6.7. Infringement Indemnification. DigitalEMS shall indemnify, defend and hold harmless Customer from and against any and all lost, cost, damage, or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement. ("Infringement Claim") asserted against Customer by virtue of the System, Software or Documentation or Customer's use of possession of the System, Software or Documentation pursuant to this agreement. DigitalEMS shall defend and settle at its sole expense all suits and proceedings arising out of the foregoing, providing that Customer gives DigitalEMS prompt written notice of any such Infringement Claim of which it learns. In all events, Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any Early Termination Fee.

7. PROPRIERTY RIGHTS OF DIGITALEMS IN THE LICENSED SOFTWARE

7.1. Nature of Rights and Title. Customer acknowledges that the System and System documentation manuals and other proprietary information, materials supplied by DigitalEMS to Customer are and shall remain the property of DigitalEMS and nothing in this Agreement shall be construed as transferring any aspect of such Customer or any third party. Any changes, additions, and enhancements in the form of a new or partial programs or documentation as may be provided under this Agreement shall remain the proprietary property of DigitalEMS. Customer agrees with DigitalEMS that the System documentation and all other proprietary information or data supplied by DigitalEMS are trade secrets of DigitalEMS, are protected by criminal and civil law, and by the law of copyright, are valuable to DigitalEMS, and that their use and disclosure must be carefully and continuously controlled. Customer shall keep each and every item to which DigitalEMS retains title free and clear of all claims, liens, and encumbrances except those of DigitalEMS and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

7.2. Unauthorized Acts. Customer agrees to notify DigitalEMS promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of other information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish full details of such possession, use or knowledge to DigitalEMS, will assist in preventing the continuation or recurrence of such possession, use or knowledge, and will cooperate with DigitalEMS in any litigation against third partied deemed necessary by DigitalEMS to protect its propriety rights. Customer's compliance with this subparagraph shall not be construed in any way as waiver to DigitalEMS's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to DigitalEMS's proprietary rights, or for breach of contractual rights.

8. LIMITED WARRANTY

8.1. Software. For the duration of this Agreement (the "Warranty Period"), DigitalEMS will checkout, document

and deliver any amendments or alterations to the License Software that may be required to correct errors which significantly effect performance. This warranty is contingent upon the Customer advising DigitalEMS in writing of such errors. DigitalEMS shall not be responsible for maintaining Customer-modified portions of the License Software. Corrections for difficulties or defects traceable to Customer errors or System changes will be billed at the standard DigitalEMS time and materials rates.

THE LIMITED WARRANTY SET FORTH IN THE AGREEMENT IS THE ONLY WARRANTY MADE BY DIGITALEMS. DIGITALEMS EXPRESSLY DISCLAIMS, AND CUSTOMER HERBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE. DIGITALEMS DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY EFFECT PERFORMANCE, ERRORS IN THE LICENSE SOFTWARE WILL BE CORRECTED. DIGITALEMS'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF DIGITALEMS FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE SYSTEM.

9. DATA

9.1. Use. Customer grants DigitalEMS a perpetual, royalty-free license to compile, analyze, and use de- identified aggregated data derived from information obtained through the Customer's use of the System during the Term. This data will be used solely to understand how the system is utilized and to make improvements. The data remains the property of the Customer, and upon termination of this Agreement, data handling shall be governed by Section 6.5. DigitalEMS represents and warrants that it will employ methods to de-identify the data that ensure no actual disclosure or Protected Health Information is accessible to DigitalEMS.

9.2. Backups. Customer's **full** data will be backed up on a daily basis with a fourteen (14) day retention of said backup. DigitalEMS will maintain the copy of the **full** backup for a period of fourteen (14) days at which time it will be deleted to ensure space for the following fourteen (14) days of backup data. Customer's backup(s) will be maintained on a rolling basis and DigitalEMS will not be responsible for archiving more than the most recent fourteen (14) days of **full** backup data. DigitalEMS will take commercially reasonable steps to maintain data integrity of any backup, but DigitalEMS is not responsible for loss of data or data integrity so long as DigitalEMS has performed the backup in a commercially reasonable manner.

9.3. Data Migration. As Customer migrates from its current electronic patient reporting system, World Advancement of Technology for EMS and Rescue (WaterOnScene), to DigitalEMS, both parties agree to coordinate the migration of data to the DigitalEMS system.

- DigitalEMS shall seamlessly integrate Customer's previous data into the DigitalEMS system. DigitalEMS acknowledges that the data from WaterOnScene was transitioned from the Trauma and Emergency Medicine Information System (TEMIS) to the National Emergency Medical Services Information System (NEMSIS) version 3.4/3.5. Consequently, DigitalEMS cannot guarantee that all data fields will match on a 1:1 basis with the DigitalEMS system, but will make every effort to perform the most accurate integration possible. DigitalEMS shall store the original files obtained from WaterOnScene for a period of two years to troubleshoot and reimport incidents which have not migrated successfully. Copies of incidents which are unable to migrate successfully after this period shall be provided to Customer.
- DigitalEMS will set a maximum cap of 25 hours for the integration process, billed at the hourly rates specified in Schedule P (not to exceed a total cost of $5,000)
- Should additional hours be required beyond this cap, DigitalEMS and Customer will negotiate in good faith a mutually agreed upon amendment to this Agreement. to complete the integration. If no agreement is reached within 45 days, either party may terminate the migration services without

penalty, and DigitalEMS shall provide a prorated refund for any unused portion of the capped hours, while ensuring partial data migration is delivered in a usable format to the Customer.

10. BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Business Associate Agreement"), effective as of Activation Date, is entered into by and between DigitalEMS ("Business Associate") and Customer (the "Covered Entity") to ensure that DigitalEMS Solutions, Inc. will appropriately safeguard Protected Health Information ("PHI") that is created, received, maintained, or transmitted on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XII, Subtitle D – Privacy, of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and as may be amended from time to time, and regulations promulgated thereunder, (collectively "HIPAA"). The terms of this Section 10 constitute the full Business Associate Agreement between the parties hereto and shall prevail over any conflicting provisions in the Agreement regarding PHI.

10.1. DEFINITIONS

10.1.1. Business Associate. "Business Associate" shall mean DigitalEMS.
10.1.2. Covered Entity. "Covered Entity" shall mean Customer.
10.1.3. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR ◆ 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR ◆ 164.502(g).
10.1.4. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
10.1.5. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR ◆ 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
10.1.6. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR ◆ 164.103.
10.1.7. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee

10.2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

10.2.1 Business Associate shall not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law. No use or disclosure for any purpose beyond those specifically outlined is permitted without prior written authorization from the Covered Entity.

10.2.2 Business Associate shall use the following safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate shall implement and maintain appropriate safeguards to protect the confidentiality, integrity, and availability of PHI, including:

- Encryption: PHI must be encrypted using AES-256 or another industry-standard encryption protocol, both in transit and at rest, with no exceptions.
- Access Controls: Business Associate shall ensure that access to PHI is strictly limited to authorized personnel and shall use multi-factor authentication and role-based access control.
- Employee Background Checks: All personnel with access to PHI must undergo a comprehensive background check to ensure they do not pose a security risk.
- Annual Training: All personnel of Business Associate with access to PHI shall complete

annual HIPAA and cybersecurity training.

- Data Destruction: Upon termination of this Agreement or when PHI is no longer required, Business Associate shall irreversibly destroy all PHI in compliance with NIST standards.

10.2.3 Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident as defined under 45 CFR 164.304. This includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or interference with system operations in an information system. Business Associate shall notify Covered Entity within seventy-two (72) hours of discovering any breach of security incident of which it becomes aware. Notification shall include detailed information regarding the breach, including the nature and scope of the breach, the types of PHI involved, and the steps taken to mitigate any potential harm.

10.2.4 Business Associate agrees to ensure that in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information, including compliance with all cybersecurity measures and encryption requirements.

10.2.5 Business Associate shall make PHI available to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.524 within 15 days of Covered Entity's request.

10.2.6 Business Associate shall submit any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526 within 15 days, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

10.2.7 Business Associate agrees to maintain and provide accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 within 30 days of request.

10.2.8 Business Associate agrees to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and

10.2.9 Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA.

10.2.10 Business Associate shall establish and maintain ongoing audit and monitoring processes to ensure compliance with this Agreement. Any unauthorized access attempts must be immediately reported to the Covered Entity.

10.2.11 Business Associate shall provide to Covered Entity, at least annually and upon request, a written certification of its compliance with this Business Associate Agreement and applicable HIPAA requirements including verification that all required safeguards (e.g., encryption, access controls) are implemented and effective.

10.2.12 Business Associate shall comply with additional state laws, such as the California Confidentiality Medical Information Act (Cal. Civ. Code § 56 et seq.)

10.3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

10.3.1. Business Associate may only use or disclose PHI only as permitted or required by this Agreement or as required by law. No use or disclosure for any purpose beyond those specifically outlined is permitted without prior written authorization from the Covered Entity.

10.3.2. Business Associate may use or disclose PHI for the proper management and administration of its own business only to the extent required by law.

10.3.3. Business Associate agrees to make uses and disclosures and requests PHI in compliance with Covered Entity's minimum necessary policies and procedures.

10.3.4. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

10.3.5. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

10.3.6. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are

required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

10.3.7. Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity, provided such services are explicitly permitted under this Agreement.

10.4. OBLIGATIONS OF COVERED ENTITY

10.4.1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

10.4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

10.4.3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

10.5. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. An exception is if the Business Associate will use or disclose protected health information for, data aggregation or management and administrative activities of Business Associate.

10.6. TERM AND TERMINATION

10.6.1. **Term. The Term of this Agreement shall be effective as of Activation Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to** Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

10.6.2. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

10.6.2.1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

10.6.2.2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

10.6.2.3. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

10.6.3. **Effect of Termination**

10.6.3.1 Upon termination or expiration of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health

Information.

10.6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon sixty (60) days that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

10.7 MISCELLANEOUS

10.7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

10.7.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

10.7.3 Survival. The respective rights and obligations of Business Associate under Section 10 of this Agreement shall survive the termination of this Agreement.

10.7.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

11. INDEMNIFICATION

11.1 In addition to other specific indemnification obligations outlined in this Agreement, including but not limited to Section 6.7, DigitalEMS shall indemnify, defend, and hold harmless the Customer, its elected official, officers, employees, agents, and contractors (collectively "Indemnitees") from and against any and all liabilities, claims, damages, losses, fines, penalties, judgments, costs, and expenses, including but not limited to, reasonable attorneys' fees and expenses to the extent directly caused by DigitalEMS's

(a) material breach of this Agreement;
(b) gross negligence or willful misconduct; or
(c) violation of applicable laws in connection with the performance of this Agreement.

11.2 Specific Indemnification Scenarios. Subject to the limitations in this Section:

(a) **Breach of Contract**. Any direct losses arising from DigitalEMS's material breach of its obligations under this Agreement.
(b) **HIPAA and Data Privacy Violations.** Any violation of HIPAA or related privacy laws caused by DigitalEMS's gross negligence, willful misconduct, or failure to comply with Section 10.
(c) **Data Breaches and Cybersecurity Failures.** Any unauthorized access, disclosure, or **destruction** of data caused by DigitalEMS's gross negligence or willful misconduct, and only to the extent such breach is attributable to DigitalEMS.
(d) **Third-Party Claims.** Any third-party claim arising directly from DigitalEMS's failure to perform its obligations under this Agreement, except to the extent such claim is caused by the other Party or a third party completely outside DigitalEMS's control.
(e) **Gross Negligence and Misconduct.** Any direct losses caused by the DigitalEMS's gross negligence or willful misconduct.
(f) **Intellectual Property Infringement.** Intellectual property infringement claims are addressed exclusively under Section 6.7 of this Agreement.
(g) **Regulatory Fines and Penalties.** Any fines, penalties, or costs imposed by regulatory authorities arising from DigitalEMS's non-compliance with this Agreement.

11.3 Limitations on Liability.

(a) DigitalEMS will not be liable for any consequential, incidental, indirect, special, or punitive damages, regardless of the theory of liability. This limitation does not apply to claims arising from gross negligence, willful misconduct, HIPAA violations, data breaches, or intellectual property infringement; provided that damages for any such claims are recoverable only as provided in Section 11.3(b) of this Agreement.

(b) The total cumulative liability of DigitalEMS under this Section shall not exceed the total subscription fees paid by the Customer to DigitalEMS in the twelve (12) months preceding the event giving rise to the claim, except that this limitation shall not apply to claims arising from gross negligence, willful misconduct, HIPAA violations, data breaches, intellectual property infringement, or regulatory fines and penalties, where liability shall be capped at the limits outlined in DigitalEMS's attached insurance requirements described in Section 12 of this Agreement.

11.4 Procedure. The Customer shall:

(a) promptly notify DigitalEMS in writing **of any** claim for which indemnification is sought;

(b) permit DigitalEMS to control the defense and settlement of such claim, provided that any settlement fully releases the Customer from all liability and does not impose any admission of fault or ongoing obligation without the prior written consent of the Customer(which shall not be unreasonably withheld); and

(c) reasonably cooperate in the defense at the DigitalEMS's expense.

12. INSURANCE

DigitalEMS shall comply with the insurance requirements, attached hereto and incorporated herein.

13. GENERAL

Section 13 sometimes refers to DigitalEMS and Customer as each a "Party" and collectively the "Parties".

13.1. Amendment. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and of DigitalEMS, and variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

13.2. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or imparted thereby.

13.3. Applicable Law. This Agreement shall, in all respects, be interpreted, construed, and governed by and under the domestic laws of the State of California. Any judicial or arbitral proceedings brought to interpret or enforce this Agreement shall be brought in the County of Los Angeles, State of California.

13.4. Incorporation by Reference. This Agreement incorporates by reference the following documents, which are attached hereto and made a part hereof:

13.4.1. Schedule P. Fee schedule and implementation dates.

13.4.2. Statement of Work ("SOW"). Detailed description of the services to be provided by DigitalEMS.

13.5. Entirety of Agreement. DigitalEMS and Customer hereto acknowledge and agree that this Agreement, and other instruments (including Schedule P and the Statement of Work) specifically referred to herein, if any, constitute and contain the entire Agreement and understanding concerning the subject matter between DigitalEMS and Customer and supersede and replace all prior negotiations and proposed agreements, whether written or oral. Each of the parties warrants that no other party or any agent or attorney of any other party has made any promise, representations, or warranty whatsoever not contained herein to induce it to execute the Agreement and the other documents referred to herein, if any. Each of the Parties represents that they have not executed this Agreement in reliance on any promise, representation, or warranty whatsoever not contained herein, to induce them to execute this Agreement and the other documents referred to herein, if any. Each of the Parties represents that he has not executed this

Agreement or the other documents, if any, in reliance on any promise, representation, or warranty not contained herein.

13.6. **Conflict Resolution**. In the event of any conflict or inconsistency between the terms of this Agreement, Schedule, P, and the SOW, the terms of this Agreement shall govern and control. For the avoidance of doubt, the order of hierarchy shall apply: (i) the terms of this Agreement (including the Business Associate Agreement in Section 10, which prevails on all matters related to PHI); (ii) the Insurance Requirements; (iii) SOW; and (iv) Schedule P.

13.7. **Headings.** The various headings used in this Agreement are inserted for convenience only, and do not vary the meaning of the Agreement.

13.8. **Signature.** This Agreement may be executed in counterparts, and any signature evidenced by facsimile or scanned and emailed shall have the same validity as an original ink signature.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS HEREOF, DigitalEMS Solutions Inc. and Customer shall execute this Agreement by their signatures listed herein below.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

ATTEST:

_____
Eleanor Manzano, City Clerk

DIGITALEMS SOLUTIONS, INC.,
a California corporation

_____
Ricky Olivarez, CEO

DigitalEMS Solutions, Inc.
34 Savona Walk
Long Beach, CA 90803
Tax Payer ID: 27-2674189

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

APPROVED:

_____
Diane Strickfaden, Risk Ma

INSURANCE REQUIREMENTS

Without limiting DigitalEMS's indemnification obligations under this Agreement, DigitalEMS 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 DigitalEMS, 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).

Cyber Liability Insurance.

Minimum Limits of Insurance

DigitalEMS shall maintain limits no less than:

General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
Cyber Liability Insurance: $3,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Customer. At the option of the Customer, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Customer, its officers, officials, employees and volunteers or (2) the DigitalEMS shall provide a financial guarantee satisfactory to the Customer 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 Customer, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the DigitalEMS. General liability coverage can be provided in the form of an endorsement to the DigitalEMS's insurance, or as a separate owner's policy.

Automobile Liability: The Customer, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the DigitalEMS.

Cyber Liability: The Customer, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability for data breaches, cyberattacks, and other cybersecurity risks . Cyber Liability coverage can be provided in the form of an endorsement to the DigitalEMS's insurance, or as a separate owner's policy.

For any claims related to this project, the DigitalEMS's insurance coverage shall be primary insurance as respects the Customer, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, or volunteers shall be excess of the DigitalEMS'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 Customer.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Customer as a material breach of contract on the DigitalEMS's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

DigitalEMS shall furnish the Customer with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the Customer authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to Customer approval and amended to conform to the Customer's requirements may be acceptable in lieu of Customer authorized forms. All certificates and endorsements shall be received and approved by the Customer before the contract is awarded. The Customer 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

DigitalEMS 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

DigitalEMS acknowledges that insurance underwriting standards and practices are subject to change, and the Customer reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

- SCHEDULE P -
City of Redondo Beach

Proposal Valid: September 16, 2025 to December 31, 2025 **Contract Term: Three (3) Years**

YEAR ONE FEES

Medic Clipboard Subscription Fees

October 01, 2025 to September 30, 2026 (System Activation / Go Live)

	Description	Standard Fee	Discount Fee	Projected PPU Uploads	Fee
	Price per Incident (PPU): The upload projection is based on current client EMS response data.	$5.50 per PPU	$4.85 per PPU	5,300	$25,705.00
				Subtotal Subscription Fees	$25,705.00

Note:
1. Price per incident uploaded, (PPU) are ePCRs that have been uploaded to the Back-End System for storage.
3. PPU for Year-One is estimated from the department's EMS medical incidents from the previous fiscal year.
4. See Subscription Agreement for terms of contract.

	Description	Fee	Term	Quantity	Fee
	Faxing (Optional)	$0.10 per PPU	Yearly	5,300	$530.00
				Subtotal Faxing Option Fee	**$26,235.00**

SYSTEM SET-UP FEES

Activation/Implementation Fees

	Description	Fee	Discount	Quantity	Fee
	Medic Clipboard System Activation	0	0	1	$0
				Subtotal Activation/Implementation Fees	**$0**

Interface Fees

	Description	Fee	Term	Quantity	Fee
	CAD / RMS	$5,000.00	3 Year	1	$5,000.00
	Billing	Included	3 Year	1	$0
	DHS Reporting	Included	3 Year	1	$0
	Data Migration WATERS (25 hour Cap)	Up to $5,000	3 Year	1	$5,000.00
				Subtotal Interface Fees	**$10,000.00**

Note: The cost of any CAD/RMS system changes affecting integration with the *Medic Clipboard* are the responsibility of the client.

Training Fees

	Description	Fee	Term	Fee
	Onsite Training	$1,000.00	Four Sessions	$1,000.00
			Subtotal Training Fees	**$1,000.00**

Note: Digital EMS provides four training sessions: one for each 56-hour A/B/C shift based personnel (or Train-the-trainer format) and an administrative training session for managers and nurse educators. Training can be up to three hours for each session.

- SCHEDULE P -
City of Redondo Beach

Proposal Valid: September 16, 2025 to December 31, 2025 **Contract Term: Three (3) Years**

System Costs and System Dates

YEAR ONE FEES

Medic Clipboard Subscription Fees	$25,705.00

SYSTEM SET-UP FEES

Activation/Implementation Fees	$0
Interface Fees	$10,000.00
Training Fees	$1,000.00
Total	$11,000.00
Faxing Option	$530.00
Grand Total	$37,235.00

System Dates

Activation Date (TBD by Customer)	
Estimated Go-Live Date (TBD by Customer) Contract **terminates** 3 years from the "Go Live" Date	

Schedule P is a component of the Subscription Agreement. All fees are payable in accordance with Section 3.2.4 of the Agreement. The undersigned agrees to the terms identified in this Schedule P

City of Redondo Beach	**Digital EMS Solutions Inc.**
	09/16/2025
Authorized Customer Signature / Date	Authorized Digital EMS Solutions Inc. Signature / Date
	Ricky Olivarez, CEO
Printed Name / Title	Printed Name / Title

- SCHEDULE P -
City of Redondo Beach

Proposal Valid: September 16, 2025 to December 31, 2025 **Contract Term: Three (3) Years**

Costs

YEAR TWO FEE (Projection)

***Medic Clipboard* Subscription Fees**

October 1, 2026 to September 30, 2027 (System Activation / Go Live)

	Description	Standard Fee	Discount Fee	Projected PPU Uploads	Fee
	The uploaded PPUs are for estimation purposes only; the actual upload total may differ.	$5.50 per PPU	$4.85 per PPU	5,300	$25,705.00
				Subtotal Subscription Fees	**$**25,705.00

	Description	Fee	Term	Quantity	Fee
	Faxing (Optional)	$0.10 per PPU	Yearly	5,300	$530.00

YEAR TWO FEES

Medic Clipboard Subscription Fees	$25,705.00
Faxing Option	$530.00
Estimated Grand Total	**$26,235.00**

YEAR THREE FEE (Projection)

***Medic Clipboard* Subscription Fees**

October 1, 2027 to September 30, 2028 (System Activation / Go Live)

	Description	Standard Fee	Discount Fee	Projected PPU Uploads	Fee
	The uploaded PPUs are for estimation purposes only; the actual upload total may differ.	$5.50 per PPU	$4.85 per PPU	5,300	$25,705.00
				Subtotal Subscription Fees	$25,705.00

	Description	Fee	Term	Quantity	Fee
	Faxing (Optional)	$0.10 per PPU	Yearly	5,300	$530.00

YEAR THREE FEES

Medic Clipboard Subscription Fees	$25,705.00
Faxing Option	$530.00
Estimated Grand Total	**$26,235.00**

DIGIEMS-01 KGIBBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Linn T. Hodge & Sons
11845 W Olympic Blvd
Ste 1045W
Los Angeles, CA 90064-5809

CONTACT NAME:
PHONE (A/C, No, Ext): (310) 477-2666 **FAX (A/C, No):** (310) 477-2867
E-MAIL ADDRESS: service@hodgeins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co Ltd	11000
INSURER B : Hartford Fire Ins Co	19682
INSURER C : Travelers	25658
INSURER D : Westchester Surplus	10172
INSURER E :	
INSURER F :	

INSURED
Digital EMS Solutions Inc.
Ricky Olivares
34 Savona Walk
Long Beach, CA 90803

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			72SBMBA7LKW	4/25/2025	4/25/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			72SBMBA7LKW	4/25/2025	4/25/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability			72TE0289885	4/25/2025	4/25/2026	Professional Aggregate	$1,000,000
C	Primary Cyber			108317713	7/23/2025	7/23/206	Primary Cyber Agg	$1,000,000
D	Excess Cyber			TBD	9/11/2025	9/11/2026	Excess Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Administrative Report

H.9., **File #** 25-1213 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH STELLEN DESIGN LLC TO PROVIDE DESIGN ALTERNATIVES FOR UPDATING THE KING HARBOR GATEWAY SIGN FOR A COST NOT TO EXCEED $9,430

EXECUTIVE SUMMARY

Recommended is approval of an agreement with Stellen Design LLC (Stellen Design) to provide design services for updating the King Harbor gateway sign on Catalina Avenue. Stellen Design would provide six initial design options and work with staff to present preferred alternatives to the City Council for consideration.

BACKGROUND

The iconic King Harbor gateway sign on Catalina Avenue has welcomed visitors to the Redondo Beach waterfront area since the 1960s. The sign is currently in need of various refurbishments, including repainting. The City Council directed staff to include the updated City logo as part of the refurbishment.

Staff solicited a proposal from Stellen Design, a local design firm, to provide the necessary design services. Stellen Design is well-known to the City, having recently led the process of updating and modernizing the City's logo and branding. The company has proposed the following services for a cost not to exceed $9,430:

- Prepare six initial design options in 2-D renderings
- Edits for two selected design options
- Two hours of meeting time with City staff
- Up to two hours of time working with the sign manufacturer
- Attendance at one on-site meeting with the sign manufacturer

Staff believes Stellen Design is well-qualified to provide the necessary logo-related design services and has proposed a reasonable price. If approved, staff will work with the contractor and return to the City Council with six design options for consideration.

COORDINATION

This item was coordinated by the Public Works Department with the City Attorney's Office preparing the Agreement.

FISCAL IMPACT

The cost for design services for updating the King Harbor sign will not exceed $9,430. Funding for the design services is available in the Public Works Department's FY 2025-26 Operating Budget. Additionally, $134,000 of funding was approved as part of the Adopted Budget for procurement and installation of the replacement sign and the repainting of the sign poles.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Stellen Design

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND STELLEN DESIGN LLC

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Stellen Design LLC, a California limited liability company ("Contractor" or "Consultant").

The parties hereby agree as follows:

A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".

B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. 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, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. 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 Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this

Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. 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. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor 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 Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor 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 Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. 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. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.

a. Acknowledgement. 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. Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which

such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this

Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

21. 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 Contractor 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 Contractor.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. 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 Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. 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 Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. 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 Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. 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

Administrative Report

H.10., **File #** 25-1278 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH SLATER WATERPROOFING, INC., A CALIFORNIA CORPORATION, FOR COMPLETION OF THE NORTH PIER PARKING STRUCTURE REPAIRS PROJECT, JOB NO. 70610, FOR AN AMOUNT NOT TO EXCEED $931,861 AND A TERM LASTING THROUGH FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY ENGINEER, WITH THE REPAIRS EXPECTED TO TAKE 45 WORKING DAYS

EXECUTIVE SUMMARY

The City of Redondo Beach owns two concrete parking structures at the west end of Torrance Blvd. that provide access to the City's Pier and the International Boardwalk. The Pier Parking Structure, which is comprised of the North Pier Parking Structure and the South Pier Parking Structure, contains approximately 1,018 spaces. The North Pier Parking Structure was built in the early 1960's and is comprised of three levels, two structure-supported parking levels and one on-grade level with leasable space for commercial businesses on the International Boardwalk.

Due to the coastal environment, the concrete in these structures is subject to spalling and material degradation ranging from superficial to more penetrating deterioration. The City's Capital Improvement Program includes funding to complete structural repairs of this degradation for the North Pier Parking Structure. With the vacation of the former arcade in the lower level of the structure, there was an opportunity to consider seismic upgrades. However, after receiving construction bids for the work, the seismic scope was determined to be beyond the available means of the project budget, and the bidders were invited to resubmit their bids (now under the City's maintenance project procurement protocols) to address the structural repairs only. The five bidders presented quotes/proposals that were evaluated by staff. Slater Waterproofing, Inc. (Slater) offered the best combination of price and experience.

BACKGROUND

In June 2022, staff presented Council with an assessment of the Pier Parking Structures, which suggested work to be done over the next several years. This included possible seismic strengthening and non-seismic structural rehabilitation to the North Pier Parking Structure. Walker Parking Consultants/Engineers, Inc. prepared the plans and specifications for the seismic strengthening and the non-seismic rehabilitation of the North Pier Parking Structures suggested for year one. The design process took significant time to address the seismic portion of the scope. On July 30, 2024, the City Council approved plans and specifications for the project. On October 30, 2024, four bids were received and publicly opened. The bids exceeded the engineer's estimate and

the available fund balance by large margins. On December 10, 2024, the City Council rejected the bids for the Project and directed staff to revise the scope to fit within available budget and re-advertise the updated construction documents.

The Project's scope was revised to include only structural repairs and quotes from interested firms were requested on July 1, 2025. On July 24, 2025, five quotes were received and reviewed by the City Engineer. Staff then entered into negotiations with Slater, which provided the lowest base quote. The negotiated cost is $806,861, and staff recommends adding a $125,000 contingency, per APP 14.1. This will allow the City Engineer to authorize potentially needed, but currently unseen, repair work. This brings the recommended contract total not to exceed amount to $931,861. The project, as revised, is fully funded through the City's CIP, which have already been appropriated for the Project. As such, staff is recommending approval of the agreement with Slater.

COORDINATION

The project has been coordinated between the Waterfront and Economic Development and the Public Works Departments. The contract exhibits have been approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funding for the project is available in the City's adopted Capital Improvement Program.

Funding		Expenditures	
CIP Project No. 70610	$931,861	Negotiated Price	$806,861
		Contingency	$125,000
Total	$931,861	Total	$931,861

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Slater Waterproofing, Inc.
- Map - Project Area
- Table - North Pier Parking Structure Repairs Quotation Summary
- Insurance - Slater Waterproofing, Inc.

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SLATER WATERPROOFING INC.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Slater Waterproofing, Inc., a California corporation ("Contractor" or "Consultant").

WHEREAS, the City owns and operates the North Pier Parking Structure, which requires repair work to maintain its structural integrity;

WHEREAS, Article XIX, Section 19 of the City Charter generally requires competitive bidding for public works contracts exceeding $200,000;

WHEREAS, Article XIX, Section 19.1(a) of the City Charter, competitive bidding is not required where the proposed work consists of maintenance or repair, as defined by the City Council by ordinance or resolution;

WHEREAS, pursuant to Title 2, Chapter 6.1, Section 2-6.1.01(a) of the City Municipal Code, a "public works project" includes repair of any City owned facility, such as buildings or structures;

WHEREAS, pursuant to Title 2, Chapter 6.1, Section 2-6.1.01(i) of the City Municipal Code, repair is defined as activities required to restore City facilities or infrastructure to their original, intended condition after damage, wear, or other degradation;

WHEREAS, the project as described in Exhibit "A" meets the definition of "repair";

WHEREAS, under Title 2, Chapter 6.1, Section 2-6.1.09 of the City Municipal Code, repair projects are exempt from competitive bidding requirements regardless of cost and may proceed via negotiated contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to the following:

A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A", which includes and incorporates Attachment "A-1".

B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

D. Insurance. Contractor shall adhere to the insurance requirements outlined in Article 11 of the General Conditions (Attachment “A-1”), unless otherwise waived by the City’s Risk Manager.

E. California Labor Law Requirements. Contractor agrees to comply with all California Labor Law Requirements as set forth in Article 12 of the General Conditions (Attachment “A-1”).

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. 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, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data. This provision shall be further supplemented by Article 1.07 of the General Conditions in Attachment “A-1”.

4. Inspection. This provision shall be supplanted by Articles 1.08, 8.06, and 8.07 of the General Conditions in Attachment “A-1” to Exhibit “A”.

5. Services. The project or services set forth in Exhibit "A" shall be performed in accordance with the plans and specifications attached to Exhibit “A” as Attachment “A-1”, and the standard of care described in Article 2.03 of the General Conditions in Attachment “A-1”, to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C”, the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. This provision is further supplemented by Article 1.05 of the General Conditions in Attachment “A-1”.

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, as supplemented by Article 6 of the General Conditions in Attachment “A-1”:

   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. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor 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 Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

   If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor 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 Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. This provision is further supplemented by Article 2.03 of the General Conditions in Attachment “A-1”.

10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. This provision shall be supplanted by Article 5 of the General Conditions in Attachment “A-1” to Exhibit “A”.

12. Termination in the Event of Default. This provision shall be supplanted by Article 5 of the General Conditions in Attachment “A-1” to Exhibit “A”.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited

and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, this provision shall be supplanted by Articles 2.13 and 11.01 of the General Conditions in Attachment "A-1" to Exhibit "A".

15. Insurance. This provision shall be supplanted by Articles 11.02 through 11.11 of the General Conditions in Attachment "A-1" to Exhibit "A".

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. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.

    a. Labor Law Requirements. This provision shall be supplanted by Article 12 of the General Conditions in Attachment "A-1" to Exhibit "A".

18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first

obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. This provision is further supplemented by Article 2.08 of the General Conditions in Attachment "A-1".

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 Contractor 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 Contractor. Notwithstanding the foregoing, the City may, in its sole discretion and by written notice, signed by the City Engineer, elect to: (a) supplant any provision of the Agreement with a corresponding provision from an exhibit or attachment (including but not limited to the Articles specified in the General Provisions of Attachment "A-1") where the City Engineer determines such provision is more favorable to the City's interests; or (b) supplement any provision of this Agreement with additional terms from an exhibit or attachment where no direct conflict exists and the additional terms enhance the City's protections, rights, or remedies. Such supplantation or supplementation shall be specified in writing, referencing the exact sections affected, and shall be binding upon delivery to the Contractor in accordance with

the notice methods outlined in the Notice provision of Exhibit “C”. The City’s election to supplant or supplement shall be final and not subject to challenge by Contractor.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. 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 Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement. For all other exhibits or attachments (including but not limited to the Articles in the General Provisions of Attachment “A-1”), such exhibits or attachments may be subject to supplantation or supplementation pursuant to Paragraph 23 above, and any such action shall not render the exhibit or attachment extraneous but shall integrate the selected terms to prioritize the City’s interests.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. 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 Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

33. Warranty. This provision shall be supplanted by Article 2.14 of the General Conditions in Attachment "A-1" to Exhibit "A".

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 Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. 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.

37. Survival. Notwithstanding the expiration or termination of this Agreement, the following provisions shall survive and remain in full force and effect to the extent necessary to enforce the rights and obligations therein: Paragraph 3 (City Property); Paragraph 6 (Records); Paragraph 13 (Conflict of Interest); Paragraph 14 (Indemnity), as supplanted by Articles 2.13 and 11.01 of the General Conditions in Attachment "A-1" to Exhibit "A"; Paragraph 15 (Insurance), as supplanted by Articles 11.02 through 11.11 of the General Conditions in Attachment "A-1" to Exhibit "A"; Paragraph 27 (Confidentiality); Paragraph 30 (Attorneys' Fees); Paragraph 31 (Claims); and Paragraph 33 (Warranty), as supplanted by Article 2.14 of the General Conditions in Attachment "A-1" to Exhibit "A".

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 16th day of September, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

SLATER WATERPROOFING INC.,
a California corporation

DocuSigned by:
By: _____
C0889172305B41F...
Name: Chad Garnell
Title: Vice President

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

A. Contractor shall construct the North Pier Parking Structure Repairs Project, Job No. 70610, in strict accordance and compliance with: (a) the Specifications titled North Pier Parking Structure Repairs Project Job No. 70610 dated July 2025, which are hereby attached as Attachment “A-1” and incorporated herein by this reference as if fully set forth; and (b) the Plans titled North Pier Parking Structure Repairs 2023, Project No. 70610, which are in the Office of the City Engineer and by reference incorporated herein and made a part of Attachment “A-1” by reference. Attachment “A-1” includes the Reference Standards, General Conditions, Exhibits Section of Attachment “A-1”, Special Conditions (Technical Specifications), any detailed obligations of the Contractor, and the Plans described herein.

B. Contractor shall, as a condition precedent to commencing the work and receiving any payments under this Agreement, complete, execute, and submit to the City all forms required in the Exhibits Section of Attachment “A-1”, including but not limited to any endorsements, bonds, certificates, affidavits, or any other documents specified therein. Failure to timely provide fully executed and compliant forms shall constitute a material breach, entitling the City to withhold payments, suspend the Work, or terminate this Agreement, without prejudice to other remedies.

C. Contractor shall perform all work to the full satisfaction and approval of the City Engineer, in strict compliance with Article 2.03 of the General Conditions in Attachment “A-1” to this Exhibit “A”, and subject to the inspection provisions in Paragraph 4 of the General Provisions in the Agreement, and the change order and extra work provisions in Paragraph 7 of the General Provisions in the Agreement.

ATTACHMENT "A-1"

SPECIFICATIONS

North Pier Parking Structure Repairs Project
Job No. 70610

July 2025

Specifications are attached.

The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the first of the month of the date of these specifications, unless a particular edition or issue is indicated. Copies of these standards are not available from the City. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AASHTO:	American Association of State Highway and Transportation Officials, Standard Specifications.
ACI:	American Concrete Institute, Standards
AISC:	American Institute of Steel Construction, Specification for the Design, Fabrications, and Erection of Structural Steel for Buildings, and the AISC Code of Standard Practice.
AMCA:	Air Moving and Conditioning Association, Standards.
ANSI:	American National Standards Institute
APA:	American Plywood Association
API:	American Petroleum Institute
APWA:	American Public Works Association, Standard Specifications for Public Works Construction
ASHRAE:	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials, Standards
AWPA:	American Wood-Preservers' Association, Standards
AWS:	American Welding Society
AWWA:	American Water Works Association, Standards
CISPI:	Cast Iron Soil Pipe Institute, Standards
CMAA:	Crane Manufacturers' Association of America
CRSI:	Concrete Reinforcing Steel Institute, Standards

CSS:	CalTrans Standard Specifications, State of California, Department of Transportation.
DOSH:	Division of Occupational Safety and Health, State of California, Department of Industrial Relations
ICEA:	Insulated Cable Engineers Association
IEEE:	Institute of Electrical and Electronic Engineers
IESNA:	Illuminating Engineering Society of North America
MSS:	Manufacturers Standardization Society
NAAMM:	National Association of Architectural Metal Manufacturers
NACE:	National Association of Corrosion Engineers, Standards
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers' Association, Standards
RIS:	Redwood Inspection Service, Standard Specifications
SDI:	Steel Door Institute
SMACNA:	Sheet Metal and Air Conditioning Contractors National Association
SSPC:	Steel Structures Painting Council, Specifications
CBC:	California Building Code of the California Building Standards Commission
UL:	Underwriters Laboratories
WCLIB:	West Coast Lumber Inspection Bureau, Standard Grading and Dressing Rules

General Conditions

Article 1

Preliminary Provisions

1.01 City's Representative.

The City Engineer (sometimes herein called "Engineer") shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the contract documents.

1.02 Contractor's Representative.

The Contractor shall at all times be represented on the work in person or by a foreman or duly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

1.03 Permits and Licenses.

A. The Contractor and all subcontractors shall purchase or hold current and valid City of Redondo Beach Businesses Licenses during the entire period of the contract. The Contractor shall obtain all permits required by other agencies of the State and County as well as the City of Redondo Beach. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors. The Contractor shall enforce the permit requirements. Permit fees to the City of Redondo Beach shall be waived.

B. Where requirements of the permits differ from those of the drawings and specifications, the more stringent requirements shall apply.

C. The Contractor shall be responsible for payment of all assessments, fees, or charges levied or imposed by any governmental or quasi-governmental authority, or public or private utility, in connection with the work during the entire period of the contract.

1.04 Waiver.

Waiver by City of any breach of any term, covenant, or condition contained in the contract documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

1.05 Data Furnished by the Contractor.

The Contractor shall furnish the Engineer reasonable facilities for obtaining such information as he may desire respecting the character of the materials and the progress and manner of the work, including all information necessary to determine its costs, such as the number of men employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

1.06 Contract Drawings.

A. The drawings which form a part of this specification are bound in a separate volume.

B. The City will accept no responsibility for errors resulting from misinterpretation or scaling of the drawings.

1.07 Specifications and Drawings.

A. The Contractor shall keep on the job site a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. City specifications shall govern over referenced standards. If neither is applicable, manufacturer's specifications and instructions shall apply. The Engineer will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance, unless otherwise provided in the proposal, contract, or special requirements.

B. The Specifications for this project are the entire agreement between the Contractor and City, which consist of the aforesaid drawings, the Workers' Compensation Certificate, the Reference Standards, the General Conditions, the Exhibits and the Special Conditions. If no Special Conditions are attached hereto, the Specifications are further

deemed to incorporate by reference the latest edition of the Standard Specifications for Public Works Construction as an essential part of the contract documents. Copies of the "Green Book" are available for review at the City Engineer's office or for purchase at the following address: Building News, Inc., 10801 National Blvd., Suite 100, Los Angeles, CA 90064.

C. In the event of a conflict between the Agreement and the General Conditions, the former shall prevail.

D. All documents forming the complete contract are intended to integrate so that any condition or work called for in any one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings.

1.08 Lines, Grades, and Measurements.

A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or his employees, they must be reset at the Contractor's expense.

B. The Contractor shall inform the Engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.

C. No direct payment will be made for the cost to the Contractor of any of the work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

1.09 Right of Way.

A. The site for the installation of equipment or the right of way for the works to be constructed under this contract will be provided by the City.

B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Engineer, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from his use of City property.

C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his operations, he shall make arrangements with the property owners for the use of such additional areas at his own expense.

1.10 Assignment of Antitrust Cause of Action.

The Contractor assigns to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), in connection with the Project, such assignment to be effective upon final payment to the Contractor without further acknowledgment by the parties.

1.11 Signs.

Construction signs are not required for this project.

Article 2

Performance of Work

2.01 General.

Contractor will at its own cost and expense furnish all necessary materials, labor, transportation, and equipment for doing and performing said work and the materials used shall comply with the requirements of the contract documents. All work shall be performed and completed as required in the contract documents under the direction and supervision, and subject to the approval of the City Engineer, or his designated representative.

2.02 No Assignment.

Contractor shall not assign the contract or his interest therein in whole or in part without the prior written consent of the City Council, which may be withheld in the City's sole discretion.

2.03 Standard of Performance.

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by him under the contract

will be performed in the best manner; that any material furnished by him will be the best of its class; and that both work and materials will meet fully the requirements of these plans and specifications.

2.04 Defective Work.

The Contractor shall remove and rebuild at his own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If he refuses or neglects to replace such defective work, prior to acceptance of the work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and his sureties shall be liable therefore. (See Section 2.14 for curing defects after acceptance of the work).

2.05 Communications Regarding the Work.

After award of the contract, all communications regarding the work covered by this Specification shall be addressed to the City Engineer and mailed to:

City of Redondo Beach
Public Works Department
Engineering Services Division
P.O. Box 270
Redondo Beach, California 90277-0270

Or hand delivered to:

City of Redondo Beach
Public Works Department
Engineering Services Division
415 Diamond Street, Door 2
Redondo Beach, California 90277

2.06 Independent Contractor.

The Contractor in the performance of the work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

2.07 Emergency Work.

A. During Working Hours: In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

B. Outside of Working Hours: Whenever in the opinion of the City there shall arise, outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the City's forces, agents or public utility operators will handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his payment as provided in the contract documents. The performance of emergency work by City forces will not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

2.08 Subcontractors.

A. Each subcontractor shall contain a reference to the contract between the City and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer, if, in his/her opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work.

B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the City. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

C. The Contractor shall be considered the employer of and as fully responsible to the City for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. It shall be his duty to see that all of his/her subcontractors commence their work at the proper time and carry it on with

due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workmen is made good by them or by himself/herself at his/her expense.

E. The City will not undertake to settle differences between the Contractor and his subcontractors or between subcontractors.

F. The Contractor shall utilize the services of properly licensed specialty subcontractors, without additional expense to the City, on those parts of the work which are specified to be performed by specialty contractors.

2.09 Use of Facilities Prior to Completion of Contract.

A. Whenever in the opinion of the Engineer any work under the contract, or any portion thereof, is in a condition suitable for use by the City, the City may, after written notice and designation from the Engineer to the Contractor, use (which includes, but is not limited to, taking over or placing into service) any portion or portions designated by the Engineer.

B. The use of any portion or portions by the City shall not be construed as, and will not constitute acceptance in any sense, of any portion of the work of the Contractor.

C. All necessary repairs, renewals, changes, or modifications in the work or any portion thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship, the operations of the Contractor, or any other cause, shall be made at the expense of the Contractor.

D. The use of any portion by the City shall not relieve the Contractor of any of his responsibilities or liabilities under the contract nor constitute a waiver by the City of any of the conditions thereof. Said use shall not cancel liquidated damages as of the first date of use, or any continuance thereof, nor impair, reduce, or change the amount of liquidated damages.

2.10 Cooperation with other Work Forces.

A. The City reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors.

B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project construction period. There may be some interference between these activities and the

work under this specification. The Contractor shall cooperate and coordinate his work with that of other work forces to assure timely contract completion.

2.11 Agreements with Property Owners.

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the Engineer for his information.

2.12 Protection of Property.

All public and private property, pavement or improvement shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he shall immediately notify the proper owners or authorities.

2.13 Contractor's Responsibilities for Losses or Liabilities.

A. Risk of Loss: Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in Section 7105(b) of the Public Contract Code of the State of California, the Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.

B. Materials and Facilities: The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of his failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any material furnished by him and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged or lost material and repair damaged parts of the work.

2. The Contractor shall protect City facilities from damage resulting from his work. City facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.

3. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to him or used under his direction during construction.

C. Laws and Regulations:

1. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed on the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same in writing to the Engineer.

2. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of this contract.

3. Nothing in these drawings and/or specifications is to be construed to permit work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this contract is at variance with such applicable law requirement, he shall promptly notify the Engineer.

4. If such applicable law requirement was not in effect on the date of submission of the proposal, any necessary adjustment of the contract price shall be made as provided in Article 5 of the General Conditions. If such applicable law requirement was in effect on said date of the proposal submission, no adjustment of contract price will be considered.

5. The Contractor, at his own expense, shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

2.14 Guarantee of Work.

A. The Contractor guarantees all materials and workmanship against defects for a period of one year, unless noted otherwise, from the date of final acceptance of all

work performed under the contract. The date of final acceptance will be as stated on the Notice of Acceptance.

B. The Contractor assumes responsibility for a similar one-year guarantee, unless noted otherwise, for all work and materials provided or performed by subcontractors, manufacturers, or suppliers.

C. The Contractor hereby agrees that if, within a period of one year, unless noted otherwise, after final acceptance of the work done under the contract, any portion of the work installed, constructed, or performed by him/her fails to fulfill any of the requirements of the contract, he/she will, without delay and with the least practicable inconvenience and without further cost to the City, repair or replace defective or otherwise unsatisfactory work or materials. This agreement will not delay acceptance of the work or final payment.

D. Should the Contractor fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before the Contractor can be notified or can respond to notification, the City may at its option make the necessary repairs or replacements, or perform the necessary work, and the Contractor shall pay to the City the actual cost of such repairs plus 15 percent.

E. The Contractor shall be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above guarantees and agreements are covenants, the performance of which shall be binding upon the Contractor and his sureties.

2.15 Cleaning and Environmental Controls.

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove waste materials, debris and rubbish from site and dispose off-site legally. Recycling is encouraged. The Contractor should investigate opportunities for recycling.

C. Spoil sites shall not be located where spoil shall be washed back into a street gutter, storm drain, runoff conveyance or ocean.

D. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the ocean or placed in locations that may be subject to storm runoff.

E. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

F. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.

G. The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Contractor to insure compliance.

Article 3

Preliminary Provisions

3.01 Commencement, Prosecution, and Completion of Work

A. Notice to Proceed: The Contractor is not authorized to perform any work under this specification until he has received from the City an official notification to commence work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence work within ten (10) calendar days after Notice to Proceed. A copy of the Notice to Proceed is included in these specifications. The notification to commence work will not be issued until the contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.

B. Prosecution of the Work: Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that he has taken into consideration and made allowances for all ordinary delays and hindrances to the work to be performed and that he will complete the work within the specified time.

C. Required Contract Completion: Facility shall be made ready for service within forty five (45) working days after the Notice to Proceed is issued. Work on Saturdays or

after hours requires prior consent of the City Engineer and is subject to Cost of Overtime Construction Inspection. Work on Sundays or City holidays is generally not permitted.

3.02 City's Discretion to Extend Time

In the event the work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the sole right, in its discretion, to increase the number of working days or not, as may seem best to serve the interest of the City.

3.03 Delays and Extensions of Time for Contractor

A. The Contractor shall take reasonable precautions to foresee and prevent delays to the work. In the event of any delay to the work, the Contractor shall revise his/her sequence of operations, to the extent possible under the terms of the contract, to offset the delay.

B. If any delay to the work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly there from.

C. If any delay having a direct effect on the work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.03-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of time, but not to any other compensation. Excusable but not compensable causes include, but are not limited to, labor disputes, weather conditions unfavorable for prosecution of the work, and acts of God.

D. If any delay having a direct effect on the work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time; and may entitle the Contractor to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.

E. The Contractor shall notify the Engineer in writing of any delay having a direct effect on the work and the causes thereof within 15 days from the beginning of such delay.

F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Engineer not more than 30 days after the ending of such delay. The Contractor shall provide data showing the effect of the delay on the specified completion of the work, that the delay was beyond the control of the Contractor, and that the Contractor has revised his construction schedule, to the extent possible, to offset the delay. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified.

G. The Engineer will investigate the facts and ascertain the extent of the delay, and his findings thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his findings and thereafter his findings shall be final and conclusive.

H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.

I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed.

J. An extension of time must be approved by the Engineer to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

3.04 Climatic Conditions

A. The Engineer may suspend the work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.

B. If the Contractor believes that work should be suspended under this Section 3.04, he may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.

C. No extension of time will be granted for suspension of work unless the suspension affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified.

Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Engineer and the Contractor on each day that work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Section 7.07.

D. If the work is suspended and an extension of time is granted under this Section 3.04 the Contractor will be entitled to a one day extension of time for each day that he is unable to work at least one-half of his current normal work day; and if the work is suspended at the regular starting time on any work day and the Contractor's workforce is dismissed as a result thereof, then he will be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for work.

3.05 Safety Hazard

The Engineer may suspend operations if he determines that an imminent safety hazard exists.

3.06 Liquidated Damages

A. The deductions for liquidated damages shall be $1000/day from date of required contract completion until actual contract completion date.

B. The above liquidated damages are necessary to ensure timely completion and to defray costs of additional construction inspection and contract administration. Timely completion is required to insure that the owner may occupy the building fully, all facilities operational and all construction activities completed in accordance with these specifications.

C. Should the Contractor fail to complete all or any portion of the work within the specified time therefore in Section 3.01, or within such extra time as may be allowed for delays by formal extensions granted by the City, deductions as set forth above will be made from the Contractor's earning for the time that the work remains incomplete after the time set for its completion.

D. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under this contract. Should the amount of the damages exceed the amount due the Contractor, he and his sureties shall be liable for the excess.

Article 4

Construction Progress Schedules

4.01 Initial Schedule

A. Within 24 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the City Engineer for approval six (6) copies of its proposed construction schedule with subschedules of related activity. If the Engineer notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within 5 working days thereafter.

B. The construction schedule shall be in the form of bar charts with major activities of the project listed in chronological order showing the dates for beginning and completion of each activity.

C. The construction schedule shall also contain:

1. An economic component showing the cost of each activity, the anticipated monthly earnings and a cash flow diagram.

2. A products availability schedule, which shall show the availability dates for contractor furnished equipment affecting the progress of the work, indicate the required delivery dates for City furnished materials and equipment and indicate the required installation date for utility-furnished equipment.

4.02 Revised Schedules

A. After start of the work, the Contractor shall submit revised construction schedules not later than the 1st and 15th day of each month thereafter until completion of the contract.

B. The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and completion. It should also provide a narrative report of problem areas, anticipated delays and the impact on the schedule, corrective action recommended and its effect, and the effect of changes on schedules of other contractors involved with the work.

Article 5

Suspension or Termination of Contract

5.01 Suspension of Work-Default by Contractor

A. If the Contractor fails to begin the delivery of the material or to commence work as provided in the contract, or fails to make delivery of material promptly as ordered, or to maintain the rate of delivery of material or progress as ordered, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure a full compliance with the contract within the time limit, or fails to timely pay subcontractors or suppliers, or if in the opinion of the Engineer the Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on him to provide within a specified time for a satisfactory compliance with the contract. If he neglects or refuses to comply with such notice, the City may suspend the operation of all or any part of the contract, or it may in its discretion after such notice perform any part of the work or purchase any or all of the material included in the contract or required for the completion thereof at the expense of the Contractor without suspending the contract.

B. Upon suspension of the contract, the Engineer, acting in behalf of the City, may in his discretion take possession of all or any part of the machinery, tools, appliances, materials, and supplies that have been delivered by or on account of the Contractor for use in connection therewith and the same may be used either directly by the City or by other parties for it in the completion of the work suspended; in which case the Contractor shall be credited with a reasonable rental therefor, to be determined by the Engineer; or the City may employ other machinery or materials, purchase the material contracted for in such manner as it may deem proper, or hire such force and buy machinery, tools, appliances, materials, and supplies at the Contractor's expense as may be necessary for the proper conduct and completion of the work. The Contractor shall not make any disposition of the plant, machinery, tools, appliances, supplies, or materials used on or in connection with the work, either by sale or conveyance, inconsistent with these provisions. The Contractor shall comply with any written order of the Engineer to re-commence the work.

5.02 Suspension of Work-Contract without Fault

The work may be suspended in whole or in part when determined by the City Engineer that such suspension is necessary in the best interest of the City, regardless of

fault by the Contractor. In such event, the Contractor shall comply immediately with any written order of the Engineer suspending the work and shall comply with any written order of the Engineer re-commencing the work.

5.03 Decision of Engineer Final

The determination of the City Engineer to suspend the work under the provisions of either section 5.01 or 5.02 shall be final and binding upon both parties.

5.04 Remainder of Contract in Effect

Suspension of the contract, or any part thereof, shall operate only to terminate the right of the Contractor to proceed with the work covered by the contract or the suspended portion thereof. The provisions of the contract permitting the City to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes and all other provisions of the contract except those giving the Contractor the right to proceed with work on the items covered by the suspension, shall be and remain in full force and effect after such suspension and until the contract shall have been completed and final payment or final adjustment or accounts made.

5.05 Allocation of Cost

A. Contractor at fault: When the work is suspended in whole or in part in accordance with the provisions of section 5.01 any cost to the City in excess of the contract price, arising from the suspension of the work, or from work performed or purchase made by the City, either before or after suspension, and required on account or failure of the Contractor to comply with his/her contract or the orders of the Engineer issued in pursuance thereof, will be charged to the Contractor and his/her sureties, who shall be liable therefor. If the net credits shall be in excess of the claims of the City against the Contractor, the balance will be paid to the Contractor or his legal representative.

B. Contractor without Fault:

1. Where the work is suspended in whole or in part in accordance with the provisions of section 5.02, the Contractor will be compensated for damages incurred due to delays for which the City is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the contract was awarded to the Contractor. Such actual costs will be determined by the Engineer. The City will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer

determines the Contractor could have avoided by and reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.

2. If the Contractor desires payment for such a delay it shall, within 30 days after the beginning of the delay, file with the City a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the City to consider such request.

5.06 Termination of Contract-Default by Contractor

A. The City may terminate the Contractor's performance under the Contract and declare the Contractor in default for any breach of the Contract, which shall include, by way of example and not by limitation: (1) the Contractor fails to begin the delivery of the material or to commence work as provided in the contract; (2) the Contractor fails to make or maintain the rate of delivery of material or progress of work promptly as ordered or required under the contract, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure full compliance with the contract within the time limit; (3) the Contractor fails to make prompt payment to subcontractors, materialmen, laborers or suppliers; (4) the Contractor fails to execute or prosecute the Work properly, or in the manner or location specified in the Contract, or fails to complete the Work entirely on or before any date established for partial or final completion, or fails to maintain a work program or schedule as to ensure the City's interest; (5) if there shall be filed by or against the Contractor in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within thirty days therefrom the Contractor fails to secure a discharge thereof; (6) the Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors; (7) the Contractor fails to perform the work in accordance with the contract documents (including without limitation, the failure to supply suitable materials and equipment, or sufficiently skilled workers and a sufficient number thereof, to perform the work in accordance with the contract documents); (8) the Contractor disregards any applicable law, rule, regulation, order or directive; (9) if, in the reasonable opinion of the Engineer, the Contractor is not complying in good faith with any term or condition of the contract or any order from the City.

B. In the event of such termination, the Contractor will be paid the actual amount due based on unit prices or lump sums proposal and the quantity of work completed at the time of cancellation, less damages caused to the City by acts of the Contractor causing the cancellation. The Contractor, in having tendered a proposal, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason.

C. The procedures for declaring the Contractor in default are as follows. The City shall first serve written notice upon the Contractor, demanding full compliance with the Contract within 5 days after receipt of such notice. The surety on the faithful performance bond may be provided with a copy of such notice. If the Contractor does not comply with such notice within 5 days after receiving it, or if, after starting to comply, the Contractor fails to prosecute the work or otherwise comply with such notice promptly and in good faith, the City may declare Contractor in default, and such default shall be effective immediately upon Contractor's receipt of written notice of default from the City. A copy of such notice of default shall be provided to the surety.

D. In the event that Contractor is served with notice of default, the City may, immediately upon Contractor's receipt of such notice, exclude it from the premises and take possession of all material and equipment, and complete the Work by City forces, by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within five (5) days after the completion all costs in excess of the Contract Price.

E. If the Surety assumes any part of the work, it shall take the Contractor's place in all respects for that part and shall be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract.

F. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

5.07 Termination of Contract - Contractor without Fault

A. The City may terminate the Contract when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, as defined in section 4151(b) of the State Government Code, by law, or by official action of a public authority.

B. When written notice by the Engineer to discontinue work is served upon the Contractor because the Contract has been terminated as provided in subsection A above; the Contractor shall comply immediately with the order of the Engineer.

C. The Contractor shall be paid for work performed to the time of termination at the unit prices named in the contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of termination bears to the total work to be performed under the contract as determined by the Engineer. In no event will the City be liable to the Contractor for breach of contract, extra work, or damages because of said termination of contract.

Article 6

Changes

6.01 Changes Initiated by City

The City reserves the right to make such alterations, deviations, additions to or deletions from the plans drawings and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the City Engineer to be necessary or advisable for proper completion or construction of the whole work contemplated.

6.02 Changes at the Contractor's Request

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with the plans and specifications and applies in writing for a modification of requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work and if without additional cost to the City.

6.03 Change Orders - Procedure

A. Engineer's Adjustment of Contract Terms: Changes will be set forth in a contract change order. If the work to be done or change to be made causes an increase or decrease in the Contractor's cost of performance of the contract, an equitable adjustment may be made as determined by the Engineer. The contract change order will specify the payment to be made or credit to be taken and adjustment of the contract time, if any. Payment in accordance with the terms and conditions set forth in a contract change order shall constitute full compensation for all work included therein or required thereby.

B. Contractor's Agreement: Contractor shall proceed with the ordered work, unless another starting date is specified. If the Contractor agrees with the terms and conditions of the contract change order, he shall indicate his acceptance by signing the original copy and returning it to the Engineer within 3 days. If the Contractor disagrees with the terms and conditions of such contract change order, he shall proceed with the ordered work and shall submit a written protest in accordance with "E. Protest Procedure."

C. Submittal of Contractor's Proposal of Changes: Prior to issuing an approved contract change order, the Engineer may request that the Contractor submit a proposal covering the changes. The request will include a description of the work or revised drawings or specifications reflecting changes proposed to be ordered. Within 3 days after receiving the request the Contractor shall submit his proposal to the Engineer, including any claim for extension of time and any and all compensation which may be necessary as a result of performing the changes. If the Engineer decides not to issue a contract change order after requesting a proposal from the Contractor, the Contractor will be notified of such decision in writing.

D. Issuance of Engineer's Order: The Engineer may, in writing, order the Contractor to proceed with the work prior to receipt of an approved contract change order therefor. In such case, the Engineer will as soon as practicable issue an approved contract change order for the work and the provisions "E. Protest Procedure" shall be fully applicable to such subsequently issued contract change order. The Contractor shall keep full and complete records of the cost of the ordered work until the method of compensation is determined and the approved change order is received, and shall permit the Engineer to have access to such records. An approved change order shall supersede any previously issued written order covering the same work.

E. Protest Procedure:

1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which he has not executed, he shall submit a written protest to the Engineer within 3 days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Engineer shall consider and investigate such protest within a reasonable time and his decision thereon shall be conclusive and binding against both parties to the contract, except in the case of gross error. If a written protest is not submitted, adjustment of the contract time and payment will be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby. An unprotested approved change order will be considered as an executed contract change order.

2. When the protest concerning an approved contract change order relates to compensation, the Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.

3. When the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Section 3.03.

F. Extra Work:

1. Work not covered by any of the items on the proposal for which there are proposal prices or by any combination of such items, as determined by the Engineer, and work specifically designated as extra work in the drawings or specifications is extra work. The Contractor shall furnish the required labor, material, and equipment and shall perform such extra work upon receipt of a contract change order therefor. All labor, material, and equipment shall be subject to approval of the Engineer.

2. Extra work will be paid for by an adjustment of the contract price or on a force-account basis as provided in Section 7.06, or a combination of both, as determined by the Engineer. Extra work will not be paid for unless ordered in writing by the Engineer. The determination of the Engineer on all questions

relating to extra work shall be conclusive and binding against both parties to the contract except in the case of gross error.

Article 7

Contract Payments and Claims

7.01 General

A. Payment will be made at the price for each item listed on the bidding form as extra work as provided in the General Conditions.

B. Initial progress payment will not be made prior to approval by the Engineer of the Schedule of Costs, the Construction Progress Schedule, and the Schedule of Submittals.

C. No subsequent progress payment will be made prior to receipt by the Engineer of the monthly revision of the Construction Progress Schedule.

7.02 Schedule of Costs for Payments

A. The Contractor shall submit to the Engineer, within ten (10) working days after Notice to Proceed, six (6) copies of a Schedule of Costs. The Schedule of Costs shall be a detailed breakdown of quantities and prices of work and materials required to perform and complete the contract.

B. The total of the price breakdown shall agree with the lump-sum price bid. The price breakdown shall, as a minimum, show the cost of each item of the Construction Progress Schedule, Article 4. Any additional breakdown of the Schedule of Costs, by quantities and prices of work and materials, considered necessary by the Engineer will be as determined by the Engineer. The price breakdown shall not be unbalanced, shall be subject to adjustment between the Engineer and the Contractor, and will be used as a basis for progress payments.

C. Acceptance of the Schedule of Costs by the Engineer shall not relieve the Contractor of the responsibility of performing all the work needed to complete the projects at the lump-sum price bid.

7.03 Progress Payments

A. Determination by Engineer: The Engineer will make an approximate measurement of all approved materials delivered to the job site and work performed by the Contractor through the last working day of each calendar month for the purpose of

making a progress payment. No payment will be made for the fabrication or production of materials off the job site, or for materials stored off the job site. The Engineer will classify the work according to items listed on the Bidding Form and will estimate the value thereof and the basis of prices shown, or as extra work. The classification of the work performed and the value thereof will be based on the Schedule of Costs submitted by the Contractor.

B. Five Percent Retention: From the amount thus determined, five percent thereof will be deducted as retention by the City for performance security. The amount of all payments previously made to the Contractor and any amounts due to the City from the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract will be deducted from the remainder. The remaining amount will be paid as a progress payment by the City to the Contractor thirty (30) days from the date that the undisputed invoice is received.

C. Additional Retention: In addition to the retention under Paragraph B above, the whole or part of any payment of the estimated amount due the Contractor may be withheld as an additional retention if such course be deemed necessary to protect the City from loss due to the Contractor's failure to protect any of the following: (1) meet his obligations; (2) expedite the work; (3) correct rejected work; (4) settle damages as provided; or (5) produce substantial evidence that no claims will or have been filed, and/or if it has been determined that unpaid balance may be insufficient to complete the work.

D. Effect of Progress Payment: All material and work covered by progress payments thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work as a waiver of the City's right to require fulfillment of all of the contract terms.

E. Contractor Retention Escrow Accounts: Contractor may, at its own expense, elect to have the said five percent retention paid to a qualified escrow agent, pursuant to Public Contracts Code § 22300, and any escrow agreement shall conform to the requirements of that section and be approved by the City. City approval process includes approval by the City Attorney, the City Council and the City Financial Services Department. Said City approval could take up to 120 calendar days.

7.04 Final Payment and Release of Claims

A. Notice of Acceptance and final payment: Upon completion of the work as determined by the Engineer, a Notice of Acceptance will be issued, and a Notice of

Completion will be recorded with the County. The City will pay to the Contractor 35 days after issuing the Notice of Acceptance, or as soon thereafter as practicable, the remaining amount due the Contractor, less all prior payments and advances whatsoever to or for the account of the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which throughout this contract is called "final payment." A copy of the Notice of Acceptance is included in these specifications.

B. Release of Claims: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall have delivered to the City a complete release of all claims against the City arising under and by virtue of this contract and related to undisputed amounts, including claims of subcontractors and suppliers of either materials or labor. If disputed contract claims in stated amounts are unresolved 35 days after issuing the Notice of Acceptance, a progress payment of undisputed amounts and retained funds will be made by the City upon receipt of a release specifically excluding the disputed contract claims. Upon resolution of disputed claims, the Contractor shall execute a supplemental release and, upon delivery, the City will make final payment. A copy of the release form is included in these specifications.

C. Acceptance of final payment constitutes release: The acceptance of the final payment by the Contractor shall be and shall operate as a release to the City of all claims and of all liability to the Contractor for all things done or furnished in connection with the work and for every act and neglect of the City and others relating to or arising out of this work. No payments, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this contract or the bonds for payment and for faithful performance.

7.05 Force-Account Payment

A. Computation of Payment: When work is to be paid for on a force-account basis, the Contractor will be paid the costs of labor, materials, and equipment as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, except when agreement has been reached to pay in accordance with Paragraph 7.05.E. To the total of the costs computed as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, there will be added a markup of 20 percent to the cost of labor, 15 percent to the cost of materials, and 15 percent to the equipment rental. These markups shall constitute full compensation for profit and for all overhead

costs which include superintendence, bond and insurance premiums, and all other items of expense not specifically designated as cost or equipment rental in Paragraphs 7.05.B, 7.05.C and 7.05.D. The total payment made as provided above shall constitute full compensation for work performed on a force-account basis.

It is understood that labor, materials and equipment may be furnished by the Contractor or by a subcontractor or by others on behalf of the Contractor. When work paid for on a force-account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the City for such work and no additional payment therefor will be made by the City.

B. Labor: The cost of labor used in performing the work, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

1. Actual Wages. Actual wages paid to other workers, including foremen devoting their exclusive attention to the work in question. The actual wages shall include payments to, or on behalf of, workers for health and welfare, pension, vacation, and similar purposes.

2. Labor Surcharge. To the actual wages, as defined in Paragraph 7.05.B.1 above, will be added 27 percent which percentage shall constitute full compensation for all payments imposed by state and federal laws, and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Paragraph 7.05.B.1 above and the amount paid for travel and subsistence as specified in Paragraph 7.05.B.3 following.

3. Travel and Subsistence. The amount paid to the workers for travel and subsistence as defined in applicable collective bargaining agreements filed with the Department of Industrial Relations under the provisions of Section 1773.8 of the Labor Code.

C. Materials: Only materials incorporated in the work will be paid for, the cost of which will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

1. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that such discount may not have been taken.

2. If materials are procured by the purchaser by any method which is not a direct purchase from a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for costs incurred in the handling of such materials will be permitted.

3. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered on the job site, whichever price is lower.

4. If the cost of such materials is excessive, in the opinion of the Engineer, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Paragraph 7.05.C.1 above.

5. If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined as provided in Paragraph 7.05.C.4 above. The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such materials.

D. Equipment: The Contractor will be paid for the use of equipment at the rental rates established as provided in Paragraph 7.05.D.1 and 7.05.D.2 below, which rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Operators of rented equipment will be paid for as provided in Paragraph 7.05.B above. All rented equipment shall, as determined by the Engineer, be in good working condition for the purpose for which it is to be used. Unless otherwise specified, manufacturers' ratings shall be used to classify equipment for the determination of applicable rental rates.

1. Equipment on the work: For the use of any equipment normally required for the contract regardless of whether the equipment is already on the work or is to be delivered to the work and regardless of ownership and any rental or other agreement entered into by the Contractor for the use of such equipment, the Contractor will be paid as provided herein at the current local rental rates used

by the State of California. (Copies of the Equipment Rental Rates used by the State will be furnished on request.) Individual pieces of equipment not listed and having a replacement value of Two Hundred Dollars ($200) or less shall be considered to be tools or small equipment and no payment will be made for their use on the work. The hourly rates for equipment not listed under the schedules of rental rates set forth by the State of California shall be those agreed upon by the Contractor and the Engineer prior to the use of the equipment, except that in no case shall the rental rates exceed those of established distributors or equipment rental agencies. In computing the hourly rental of equipment, less than 30 minutes shall be considered 1/2 hour, except that the minimum rental time to be paid per day shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns or non-working days. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force-account work being performed. Loading and transporting costs will be allowed when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the force-account work on other than the force-account work.

2. Equipment not on the work: For the use of equipment not required under the contract and moved in on the work and used exclusively for force-account work, the Contractor will be paid as provided herein and at the rates agreed upon by the Contractor and the Engineer, except that in no case shall the rental rates paid exceed those of established distributors or equipment rental agencies. The rental period shall begin at the time the equipment is unloaded at the site of the force-account work and shall terminate at the end of the day on which the order to discontinue the force-account work is given to the Contractor by the Engineer, except that the minimum total rental time to be paid for shall be not less than eight hours. Except as provided in the last sentence of this paragraph, the Contractor will be paid the cost of transporting the equipment to the work and its return to its original location, provided the original location of the equipment has been agreed to in advance by the Engineer, and provided further that such costs shall not exceed the applicable minimum Public Utility Commission's established rates for transporting the equipment. Should the equipment be transported by low bed trailers, hourly rates charged by established haulers will be paid. Also, the City will pay for loading and unloading costs. Should the Contractor desire the return of

the equipment to a location other than its original location, the City will pay the cost of transportation in accordance with the above provisions, provided such costs does not exceed the cost of moving the equipment to the work. Payment for transporting and loading and unloading the equipment as provided herein will not be made if the equipment is used on the work in any other way than upon the force-account work.

E. Work Performed by Special Forces or Other Special Services: When the Engineer and the Contractor, by agreement, determine that a special service or an item of force-account work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or force-account work item may be performed by a specialist. Invoices of such services or item or force-account work on the basis of the current market prices thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances, wherein the Contractor is required to perform force-account work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of force-account work performed in such facility may, by agreement, be accepted as a specialist billing. To the specialist invoice price, less credit to the City for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Paragraph 7.05.A above.

F. Reporting and Invoicing: All force-account work shall be reported daily upon Daily Cost of Extra Work Sheets furnished by the Engineer to the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force-account work done. Complete detailed invoices covering the force-account work shall be submitted for payment no later than 15 days after the completion of the work. Those not so detailed will not be processed for payment until details are furnished. The charges for work performed by the Contractor, by a subcontractor, and by an employee of a subcontractor shall be reported separately. Substantiating invoices from suppliers, vendors, and subcontractors shall be included with the Contractor's invoices. The Contractor shall permit examination of accounts, bills, and vouchers relating to the force-account work, when requested by the Engineer.

7.06 Claims and Protests-Contract Requirements

A. Written Protest: If work demanded of the Contractor is considered by him to be outside the requirements of the contract, or if he considers any decision of the Engineer to be unfair, he shall, upon such work being demanded or such decision being made, proceed without delay to perform the work or conform to the decision, and shall give written notice of protest to the Engineer within 48 hours. The written notice shall include the date and circumstances of the order or decision and his objections thereto. The Engineer will consider and investigate the protest and his/her decision thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his/her findings and thereafter his/her findings shall be final and conclusive. Except for such protests as are made of record in the manner specified, the Contractor waives all grounds for protest to such orders or decisions of the Engineer.

B. Written Claim: No more than 30 days after submitting a protest in accordance with 7.07.A. above or 30 days after completing the protested work, if that is later, the Contractor shall submit to the Engineer his/her claim concerning the matter so noticed. The claim shall set forth clearly concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, the references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data may be requested in writing by the Engineer within the time specified in such request. In addition, he/she shall maintain complete and accurate daily records of the costs of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested. Any order or decisions of the Engineer as to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

C. Written Decision: After reviewing the written claim submitted by the Contractor and any additional information furnished by the Contractor and after considering the facts of the matter, the Engineer will give the Contractor written notice of the Engineer's final determination regarding the claim.

Article 8

Materials

8.01 General

A. The Contractor shall furnish all materials needed to complete the work and installations required under the terms of this contract, except those materials specified to be furnished by the City.

B. The Contractor shall submit satisfactory evidence of compliance with the specifications of such materials to be furnished and used in the work as the Engineer may require. Materials incorporated in the work and not specifically covered in the specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.

8.02 Quality and Workmanship

All materials must be of the specified quality and equal to approved samples, if samples have been required. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or drawings. All work performed under this Specification will be inspected by the Engineer as provided in Paragraph 8.04. All work performed within City or County street or State of California freeway rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Engineer. Work, material, or equipment not in accordance with this Specification, in the opinion of the Engineer shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so, ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

8.03 Trade Names and "Or Approved Equal" Provision

Whenever in the specifications or in the drawings the name or brand of a manufactured article is used, it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in

use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal quality and utility on approval of the Engineer, provided the use of such brand or manufacture involves no additional cost to the City.

8.04 Approval of Materials

A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Engineer for test purposes. He shall place at the Engineer's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.

B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Engineer by the Contractor. Both the labels on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specification number and title, and a reference to the applicable drawings and specification paragraphs.

C. Materials or equipment of which samples are required shall not be used on the work until approval has been given by the Engineer in writing. Approval of any sample shall be only for the characteristics of for the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement.

D. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further sample of the same brand or make of that material.

8.05 Ordering Materials

One copy of each of the Contractor's purchase orders for materials forming a portion of the work must be furnished to the Engineer, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City. Materials purchased locally will be inspected at the point of manufacture or supply, and materials supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of this Specification.

8.06 Authority of the Engineer

On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Engineer shall be final and binding on both parties, except in the case of gross error. The Engineer will make periodic observations of materials and completed work to observe their compliance with plans, specifications, and design and planning concepts, but he is not responsible for the superintendence of construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

8.07 Inspection

A. All materials furnished and work done under this contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Engineer. The Engineer, or his authorized agent or agents, at all times shall have access to all parts of the shop and the works where such material under his inspection is being manufactured or the work performed. Work or material that does not conform to the specifications, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor of installation or construction is permitted or directed to do night work or to vary the period during which work is carried on each day, he shall give the Engineer due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Engineer.

B. No improvement shall be accepted by the City unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights-of-way, easements, and other interests to be dedicated to the City shall be, before acceptance thereof by the City, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

8.08 Infringement of Patents

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature

or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the contract, and should the Contractor, his agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, material, supplies or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, material, supplies, or appliances, as may by this contract be required to be supplied and used, in that event the Contractor shall at his expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, material, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution herein before required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him and his surety, notwithstanding final payment under this contract may have been made.

Article 9

Submittals

9.01 General

A. The Contractor shall submit samples, drawings, and data for the Engineer's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of these plans and specifications.

B. Specific items to be covered by the submittals shall include, as a minimum, the following:

1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.

2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.

3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.

4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.

5. Samples.

6. Colors.

7. Substitutions.

8. Manuals.

9. As-built drawings.

C. Submit a schedule of submittals.

9.02 Product Handling

A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this section.

B. Submit priority of processing when appropriate.

9.03 Schedule of Submittals

Contractor shall provide the City with a schedule of submittals within ten (10) working days from the date of the execution of the agreement.

9.04 Shop Drawings

A. Scale required: Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.

B. Type of prints required: Make all shop drawings prints in blue or black line on white background. Reproductions of City drawings are not acceptable.

C. Size of drawings required: The overall dimensions of each drawing submitted to the Engineer shall be equal to one of the City's standard sheet sizes as listed below:

Sheet Sizes
Height X Width
11" X 8 1/2"
11" X 17"
24" X 36"

The title block shall be located in the lower right hand corner of each drawing and shall be clear of all linework, dimensions, details, and notes.

9.05 Colors

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Engineer for his review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

9.06 Manufacturers' Literature

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

9.07 Substitutions

A. Engineer's approval required:

1. The contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor-proposed substitutions are subject to the Engineer's approval.

2. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and

complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.

B. Trade names and "or approved equal" provision: See Article 8.03.

9.08 Manuals

A. Format: When manuals are required to be submitted covering items included in this work, prepare such manuals in approximately 8-1/2" X 11" format in durable plastic binders and with at least the following:

1. Identification on, or readable through, the front cover stating general nature of the manual.

2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.

3. Complete instructions regarding operation and maintenance of all equipment involved.

4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.

5. Copy of all guarantees and warranties issued.

6. Copy of drawings with all data concerning changes made during construction.

B. Extraneous data: Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

9.09 As-Built Drawings

A. When required to be submitted covering items included in this work, the Contractor shall deliver to the City one complete set of final As-Built reproducible drawings for City records before the contract will be accepted by the City.

B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).

C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

9.10 Submittals Quantities

A. Submit six (6) copies of all data and drawings unless specified otherwise.

B. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Engineer.

9.11 Identification of Submittals

Completely identify each submittal and resubmittal by showing at least the following information:

1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
2. Name of project as it appears in this specification and specification number.
3. Drawing number and specification section number other than this section to which the submittal applies.
4. Whether this is an original submittal or resubmittal.
5. For samples, indicate the source of the sample.

9.12 Schedule of Submittals

A. Submit initial schedule of submittals within ten (10) days after the execution of the agreement.

B. Submit revised schedule of submittals within five (5) days after date of request from the Engineer.

C. Engineer will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within 5 days after receipt.

9.13 Coordination of Submittals

A. Prior to submittal for Engineer's review, use all means necessary to fully coordinate all material, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
2. Coordinate as required with all trades and with all public agencies involved.

3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

4. Clearly indicate all deviations from the contract documents.

B. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items; the Engineer may reject partial submittals as not complying with the provisions of the contract documents.

9.14 Timing of Submittals

A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.

B. In scheduling, allow at least ten (10) working days for the Engineer's review, plus the transit time to and from the City office.

C. Manuals shall be submitted prior to performing functional tests.

9.15 Approval by City

A. One copy of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "Approved," "Approved as Noted," or "Returned for Correction," Manuals, schedule of costs and as-built drawings will be returned for resubmittal if incomplete or unacceptable.

B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.

C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.

D. Resubmit revised drawings or data as indicated, in seven (7) copies.

E. Approval of each submittal by the Engineer will be general only and shall not be construed as:

1. Permitting any departures from the contract requirements.

2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.

3. Approving departures from additional details or instructions previously furnished by the Engineer.

9.16 Changes to Approved Submittals

A. Resubmittal is required for any proposed change to an approved submittal. Changes which require resubmittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All resubmittals shall include an explanation of the necessity for the change.

B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy."

Article 10

Safety

10.01 Protection of Persons and Property

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

10.02 Protection from Hazards

A. Trench Excavation Safety Plans: Attention is directed to the provisions of Section 6705 of the Labor Code. Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

B. Confined Spaces:

1. Tests for the presence of combustible or dangerous gases shall be made with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the job site. Sources of ignition, including smoking, shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe. Note: Confined spaces for the purpose of this Article shall mean the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors.

2. No employees shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment. Confined spaces that contain or that have last been used as container of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side opening or manholes when practicable.

C. Material Safety Data Sheet: Attention is directed to the provisions of General Industry Safety Orders, Section 5194, Title 8, California Administrative Code. The Contractor shall submit to the Engineer a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten days prior to the delivery of such material to the job site or use of such material at a manufacturing plant where the Engineer is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "SUSPENSION OR TERMINATION OF CONTRACT", of these General Conditions.

10.03 Differing Site Conditions

A. Attention is directed to Section 7104 of the Public Contract Code.

B. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required by law to be removed to a Class I, Class II, or Class III disposal site.

2. Subsurface or latent physical conditions at the site differing materially from those indicated in its contract.

3. Unknown physical conditions at their site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

C. The Engineer will promptly investigate the conditions. If he finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work under this contract, an equitable adjustment will be made, as determined by the Engineer.

D. In the event of disagreement between the Contractor and the Engineer whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any completion date required by the contract, but shall proceed with all work to be performed under the contract.

E. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this contract which pertain to the resolution of disputes and protests.

10.04 Traffic Regulation

A. Temporary Safeguards: During the performance of the work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his judgment for the prevention of accidents; and he shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the California Manual on Traffic Control Devices (CAMUTCD).

B. Submittals: Contractor shall submit at least 15 days prior to work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of these specifications.

C. Quality Assurance:

1. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the Engineer and all agencies having jurisdiction.

2. Contractor shall immediately notify the Engineer and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

10.05 Traffic Control Devices

Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall conform to the requirements of the California Manual on Traffic Control Devices (CAMUTCD).

A. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.

B. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.

10.06 Execution

A. Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.

B. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.

C. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.

D. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.

E. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

10.07 Flagging

Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

A. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.

B. Flaggers shall be employed full time on traffic control and shall have no other duties.

Article 11

Indemnity, Insurance and Bonds

11.01 Indemnity Standard Specifications

The indemnity provisions shall be as follows.

11.01-1 Contractor's Duty

To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representative), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in

connection with or resulting from any act, failure to act, error or omission of Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

11.01-2 Civil Code Exception

Nothing in this Section 11.01 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

11.01-3 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

11.01-4 Waiver of Right of Subrogation

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

11.01-5 Survival

The provisions of this Section 11.01 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

11.02 Minimum Scope of Insurance

Contractor shall maintain minimum insurance coverage, at least as broad as following:

A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the 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 under take 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."

11.03 Minimum Limits of Insurance

Contractor shall maintain minimum insurance limits no less than the following:

A General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

B. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

C. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

D. Workers' Compensation insurance as required by the State of California.

11.04 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.05 Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement:

1. 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 or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor's insurance, or as a separate owner's policy.

2. 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 Contractor.

B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. 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.

D. 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.

E. Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

11.06 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

11.07 Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements 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.

11.08 Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11.09 Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

11.10 Endorsements and Certificate

A. Contractor shall have its insurance carrier(s) complete and execute the following documents, together with a copy of each insurance policy required under the

contract, including all endorsements thereto, which shall be delivered to the City Engineer within ten (10) working days following issuance of the contract:

1. Form entitled: General Liability Endorsement, attached hereto as Exhibit A.

2. Form entitled: Automotive Liability Endorsement, attached hereto as Exhibit B.

3. Proof of Worker's Compensation Insurance (Employer's Liability), or if Contractor is self-insured for worker's compensation, a self-insuring certificate therefor from the State of California.

4. Form entitled: Waiver of Subrogation Clause and Contribution, attached hereto as Exhibit C, for all coverage and policies.

5. Form entitled: Certificate of Insurance, with 30 days' prior notice of cancellation required as to all coverage and policies.

B. The contract will not be executed by the City and the Notice to Proceed issued until the aforesaid insurance documents have been received and approved by the City. City's decision as to the acceptability of all insurance documents is final. No substitution of the form of the documents or the endorsements or amendments thereto will be permitted without the prior written consent of City.

11.11 Bonds

A. Contractor shall furnish the following bonds:

1. A Faithful Performance Bond in an amount equal to One Hundred percent (100%) of the contract price on City form, attached hereto as Exhibit E.

2. A Payment Bond (Labor and Material) in an amount equal to One Hundred percent (100%) of the total contract price on City form, attached hereto as Exhibit F.

3. A Maintenance Bond in an amount equal to Ten percent (10%) of the total contract price on City form, attached hereto as Exhibit G.

B. All such bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.

C. The surety or sureties on all bonds furnished must be satisfactory to the City. City will reject surety bonds obtained from any company which is not an admitted surety insurer under the laws of the State of California and which does not hold a Certificate of Authority from the U.S. Secretary of the Treasury under 31 U.S.C. $$ 9304-9306 as an acceptable surety on federal bonds. The surety must also be listed in the latest edition of U.S. Department of Treasury Circular 570, and the bonds provided must not exceed the surety's bonding limitations as set forth in Circular 570. Bonds shall be in multiples of $1,000 only; provided, however, that the amount of the bond shall otherwise be fixed at the lowest sum that will fulfill all conditions herein set forth.

D. If during the continuance of the Contract any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten days after notice, and in default thereof the contract may be suspended and the materials may be purchased or the work completed as provided in Article 5 herein.

E. No modifications or alterations made in the work to be performed under the contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.

F. The contract will not be executed by City nor the Notice to Proceed issued until the aforesaid bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

Article 12

Labor Provisions

12.01 Working Hours

A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday. City Hall is closed every other Friday.

B. Work on Saturdays, Sundays, or City holidays requires prior consent of the City Engineer and is subject to Cost of Overtime Construction Inspection.

C. City holidays are:

New Year's Eve

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day (last Monday in May)
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day

12.02 Cost of Overtime Construction Inspection

A. Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, alternating City Hall closed Fridays, or holidays the charges will be as shown in the following schedule:

Class	Charge per Hour
Civil Engineer	$75.00
Associate Engineer	$70.00
Assistant Engineer	$60.00
Construction Inspector	$50.00

Other equipment as identified in City Council Resolution, Fees for Public Works permits, inspections, reviews and services for sewer connection fees.

B. There will be no charges for the inspection of overtime work ordered by the City Engineer or required by the specifications.

12.03 Compliance with State Labor Code

A. Contractor acknowledges that this project 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 (1) Chapter 1, including without limitation Labor Code Section 1771 and (2) 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) and (2) as though set forth in full herein.

B. 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 12.03 A above.

C. 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.

D. 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 (described in Section 12.04 below). Contractor shall diligently take corrective action to halt or rectify any failure.

E. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

F. Pursuant to Labor Code Section 1771.4(a)(1), project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12.04 Wage Rates

A. State Prevailing Wages: The Contractor shall pay its workers on this City project, in accordance with the prevailing wage rate.

1. 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.

2. 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. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.

3. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

5. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of Industrial Relations, State of California.

B. Federal Prevailing Wages: In the event this is a federally assisted construction contract, Contractor acknowledges that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Contractor understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm), the higher of the two will prevail. The City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the federal wage rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.

C. Payroll Records: 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, including the street address, city and county, and shall, within five working days, provide a notice of a change in location and address. The Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work. Upon request by the City Engineer, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

12.05 Employment of Apprentices

A. 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.

B. In the event the Contractor or any subcontractor willfully fails to comply with the aforesaid sections, such Contractor or subcontractor shall be subject to the penalties for noncompliance in Labor Code Section 1777.7.

12.06 Character of Workmen

The Contractor shall not allow its agents or employees, its subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the work. Only skilled foremen and workmen shall be employed on work requiring special qualifications, and when required by the City Engineer, the Contractor shall discharge any person who commits trespass or in the opinion of the City Engineer disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Any employee being intoxicated or bringing or having intoxicating liquors on the work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers.

Exhibits

GENERAL LIABILITY ENDORSEMENT

CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

POLICY INFORMATION

Insurance Company _____ Policy Number _____

Policy Term (From) _____ (To) _____Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability any One Occurrence/Aggregate $_____/_____

General Liability Aggregate Applies Separately to This Project/Location:
Yes _____ No _____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage is equivalent to Commercial General Liability occurrence form CG 0001:

Yes _____ No _____

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

_____
(Name/Department)

_____
(Company)

_____
(Address)

_____
(City/State/Zip)

_____
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

_____
Signature - Authorized Representative / Title

_____
Organization

_____
Address/Telephone

_____
Date

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

POLICY INFORMATION

Insurance Company _____ Policy Number _____

Policy Term (From) _____ (To) _____ Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability any One Occurrence/Aggregate $_____/_____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage is equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025: Yes _____ No _____

POLICY AMENDMENTS

1. **WHO IS AN INSURED** (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

_____
(Name/Department)

_____
(Company)

_____
(Address)

_____
(City/State/Zip)

_____
(Phone)

INCIDENT AND CLAIM REPORTING PROCEDURE

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

_____
Signature - Authorized Representative / Title

_____
Organization

_____
Address/Telephone

_____
Date

WAIVER OF SUBROGATION AND CONTRIBUTION

CITY OF REDONDO BEACH

415 DIAMOND STREET
REDONDO BEACH, CA 90277

The contractor and the insurer, jointly and severally, on behalf of themselves, and all parties claiming under or through them, hereby waive all rights of subrogation and contribution against the City of Redondo Beach and its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "City"), while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in connection with the performance of the work under the designated contract by the contractor, its subcontractors, and the respective officers, agents and employees thereof, regardless of any prior, concurrent, or subsequent active or passive negligence by city.

Designated Contract: **North Pier Parking Structure Repairs Project, Job No. 70610**

Name of Contractor:_____

Name of Insurer: _____

Policy No(s):_____

CONTRACTOR	**INSURER**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its:_____

_____

_____

_____

(Name, Address and Phone No. of Contractor)

Date: _____

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA. 90277

Subject: North Pier Parking Structure Repairs Project, Job No. 70610

Dear Sir/Madam:

(Contractor's Name) hereby assumes sole responsibility for any and all deductibles on all its Policies, and shall cover any and all claims that might arise out of working by/for (Contractor's Name) on the above subject project, that said deductibles might not cover.

_____
Authorized Representative

Name: _____

Title: _____

Performance Bond

Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Redondo Beach, California ("City"), has awarded to

_____

_____
(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

North Pier Parking Structure Repairs Project, Job No. 70610

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and

_____

_____
(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of

_____ Dollars ($_____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date:_____

"**Principal**"	"**Surety**"
_____	_____
_____	_____
`	
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
(Seal)	(Seal)

CITY OF REDONDO BEACH

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT	**APPROVED AS TO FORM**
By: _____	By: _____
Risk Manager	City Attorney

Note: This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Payment Bond

(Labor and Material)

Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Redondo Beach, California ("City"), has awarded to

_____

_____

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

North Pier Parking Structure Repairs Project, Job No. 70610

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law

NOW, THEREFORE, we, the undersigned Principal, and

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil C

so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date:_____

"**Principal**"	"**Surety**"
_____	_____
_____	_____
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
(Seal)	(Seal)

CITY OF REDONDO BEACH

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT	**APPROVED AS TO FORM**
By: _____	By: _____
Risk Manager	City Attorney

Note: This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached

Maintenance Bond

Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Redondo Beach, California ("City"), has awarded to

_____

_____
(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

North Pier Parking Structure Repairs Project, Job No. 70610

WHEREAS, the Principal is required to furnish a bond in connection with said contract guaranteeing the maintenance thereof.

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the penal sum of_____ Dollars ($_____), this amount being not less than ten percent (10%) of the total contract price, be paid to the City, its successors and assigns, for which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if bound Principal fails to make at its expense, in order to restore the work to full compliance with the requirements of the above-mentioned contract or any modifications or amendments thereto, any and all repairs and replacements made necessary by defects in materials or poor workmanship that become evident within one (1) year after the date of final payment to the Contractor, or if the Contractor fails to hold the City harmless from claims of any kind arising from damage due to said defects in materials or poor workmanship, then the Surety or sureties shall pay to the City and the City shall be entitled to retain and use the full amount of the Maintenance Bond set forth above, or any portion thereof sufficient to permit City or any contractors or subcontractors selected by the City to do the work in order to restore it to full compliance with the requirements of the contract or any modifications or amendments thereto, and sufficient to hold the City harmless from claims arising from defects in materials or poor workmanship; otherwise, the above obligations shall be void. If suit is brought to enforce the terms of this Maintenance Bond, the prevailing party shall be entitled to receive from the other party costs of suit, including reasonable attorneys' fees.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date:_____

"**Principal**"	"**Surety**"
_____	_____
_____	_____
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
By: _____	By: _____
Name: _____	Name:_____
Its: _____	Its:_____
(Seal)	(Seal)

CITY OF REDONDO BEACH

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT	**APPROVED AS TO FORM**
By: _____	By: _____
Risk Manager	City Attorney

Note: This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Contractor's Waiver and Affidavit

(Individual)

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

_____

First being duly sworn, deposes and says:

That he/she, as general contractor on _____ , entered into a written contract with the City of Redondo Beach, as owner, for the construction of the **North Pier Parking Structure Repairs Project, Job No. 70610**, in the City of Redondo Beach, County of Los Angeles, State of California.

That said improvement was fully completed on _____.

That all bills for labor and/or material furnished in connection with the construction of said buildings and work of improvements have been fully paid;

That said affiant further certifies and declares that he/she will testify or depose before any competent tribunal, officer, or person, in any case now pending or hereafter instituted, to the truth of the foregoing statements and each of them.

_____
Contractor or Contractor's Authorized Agent

SUBSCRIBED AND SWORN TO BEFORE ME

ON _____

_____
Notary Public in and for the County of
Los Angeles, State of California

Special Conditions
(Technical Specifications)

Technical Specifications

Redondo Beach
North Pier Parking Structure Maintenance Repairs**, JOB NO.** 37-009397.02
Prepared for: City of Redondo Beach

Date: November 30, 2023

WALKER CONSULTANTS

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END OF SECTION 000110

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SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section.

1.2 PROJECT DESCRIPTION

A. Project comprises of the restoration of selected areas of the floors, ceilings, beams, columns, rails, curbs for North Pier Parking Structure located at Redondo Beach, California as identified in the Drawings.

B. Work consists of 2 supported levels and slab-on-grade. Including the following:
   1. Description of work - Restoration Repairs:
      a. Work includes repair of select areas of the concrete slab, beams, columns, walls, epoxy injection, selected areas of guardrail replacement, traffic markings, etc.
      b. Work will be performed at locations within parking structure as shown in Drawings.

C. Work required in these areas and estimated quantities are listed on Bid Form. Bid Quantities associated with Work Items listed on Drawings have been estimated and are subject to measurement as defined in Article "Measurements." Where additional Work Items are described, but not specifically located and/or shown on Drawings, Contractor shall be responsible for locating and marking areas to be repaired. Owner and/or Engineer/Architect reserves right to increase or decrease quantities up to 25% at same unit cost, as required by job conditions. Unit costs will be established in accordance with Supplementary Conditions, Article "Changes" for quantity variations exceeding 25%.

D. Work Item specifications and details shall govern all repair operations. Locations where Work Items apply are shown on Drawings as symbols.

E. Final payment shall be made on basis of actual approved Work performed as measured in place.

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1.3 MEASUREMENTS

A. Before ordering any material or doing any Work, Contractor shall verify all measurements at Project site and shall be responsible for correctness of same.

B. Before proceeding with each Work Item, Contractor shall locate, mark, and measure quantity of each item and report quantities to Engineer/Architect. If measured quantities exceed Engineer/Architect's estimate, Contractor shall obtain written authorization to proceed from Owner before executing Work required for that Work Item.

C. Measurement of quantities for individual Work Items will be performed by Contractor and reviewed by Engineer/Architect. Coordinate measurements with inspection as required in Section "Project Management and Coordination."

D. Cost of Work included in each Work Item for quantities as indicated in Contract Documents shall be included in Base Bid.

1. Additions to or deductions from lump sum price for quantities of each Work Item added to or deducted from Work respectively shall be at unit prices indicated in Bid Form and shall constitute payment or deductions in full for all material, equipment, labor, supervision and incidentals necessary to complete Work.

1.4 WORK SEQUENCE

A. Prior to commencement of Phased Work, meet with Engineer/Architect and Owner representatives to establish sequence and schedule of Work. Contractor shall give Owner notice of areas to be work in at least 7 working days in advance of actual Work.

B. Contractor shall notify Owner's representative at least 7 days prior to all demolition-type operations and 24 hours prior to beginning any abrasive blasting operations.

C. Contractor shall remove all broken concrete and debris from Work areas on daily basis and dispose of same at authorized dump sites. All debris shall be removed and effective permanent or temporary pavement markings in-place prior to begin Work in the subsequent phase Work area.

D. Contractor shall remove dust and air transported sand/debris from remainder of facility at conclusion of operations in Work area.

1.5 CONTRACTOR USE OF PREMISES

A. General: Limit use of premises to construction activities in areas indicated; allow for Owner occupancy and use by public.

1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

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2. Keep driveways and entrances serving the premises clear and available to the Owner and Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

B. Contractor's use of premises shall not interfere with operation of same. Elevators shall not be used for transfer of materials or equipment.

C. Contractor's debris removal path shall be over non-repaired services unless physical restraints prevent use of such path.

D. Contractor shall confine its apparatus, materials, equipment, tool cribs, field offices and operations to areas designated by Owner and/or Engineer/Architect. Premises shall not be unreasonably encumbered with materials and equipment. Neat and orderly stockpiling and other operations shall be maintained, and debris shall be regularly removed from site. Contractor shall not load or permit any part of structure to be loaded with weight that will endanger structural integrity or safety of facility. Contractor shall limit axle loads to maximum 4000 lb per axle and gross weight of 8000 lb, or stockpiling of materials and equipment to 50 lb per sq ft. Contractor to note existing height restrictions within parking structure.

E. Contractor Parking: Contractor's employees shall park within confines of work area or pay prevailing parking rates.

F. On-Site Storage: Contractor shall not store materials or equipment at site of Work for more than one week prior to time that materials or equipment are incorporated into Work.

1.6 BARRICADES

A. Provide positive barricading to separate Work areas from areas open to public parking and pedestrian traffic. Minimum acceptable separation: 8 ft. 0 in. high solid temporary barrier constructed of wood. Provide additional barriers as required to prevent damage to vehicles due to airborne debris. See "Temporary Facilities and Controls" for additional requirements.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

END OF SECTION 011100

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

D. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

E. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

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1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

    a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

F. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. Evidence that claims have been settled.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Coordination Drawings.
3. Administrative and supervisory personnel.
4. Project meetings.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

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C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Project closeout activities.

1.4 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within 3 days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

C. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

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a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Construction schedule updating reports.
3. Daily construction reports.
4. Material location reports.
5. Field condition reports.
6. Unusual event reports.
7. Construction photographs.

B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
3. Division 01 Section "Photographic Documentation" for submitting construction photographs.
4. Division 01 Section "Quality Control" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that precedes another activity in the network.
3. Successor activity is an activity that follows another activity in the network.

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B. Event: The starting or ending point of an activity.

C. Milestone: A key or critical point in time for reference or measurement.

D. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF file.

B. Contractor's Construction Schedule: Initial schedule of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

C. Digital Photographs: Submit image files within two (2) days of taking photographs.

1. Submit photos by emailing to Walker consultants. Include copy of key plan indicating each photograph's location and direction.

D. Construction Schedule Updating Reports: Submit with Application for Payment

E. Daily Construction Reports: Submit at bi-weekly intervals.

F. Material Location Reports: Submit at **[weekly]** intervals.

G. Unusual Event Reports: Submit at time of unusual event.

1.5 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, submittals schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

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1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
2. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Engineer’s administrative procedures necessary for certification of Substantial Completion.
3. Punch List and Final Completion: Include not more than thirty (30) days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use of premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.

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b. Submittals.
c. Purchases.
d. Mockups.
e. Fabrication.
f. Sample testing.
g. Deliveries.
h. Installation.
i. Tests and inspections.
j. Adjusting.
k. Curing.
l. Startup and placement into final use and operation.

8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

a. Structural completion.
b. Temporary enclosure and space conditioning.
c. Permanent space enclosure.
d. Completion of mechanical installation.
e. Completion of electrical installation.
f. Substantial Completion.

D. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule with each monthly payment application.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

E. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 GANTT-CHART SCHEDULE REQUIREMENTS

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A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 15 days of date established for commencement of the Work.

1. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1.8 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Approximate count of personnel at Project site.
3. Equipment at Project site.
4. Material deliveries.
5. High and low temperatures and general weather conditions, including presence of rain.
6. Testing and inspection.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Change Directives received and implemented.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within one (1) day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (NOT USED)

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PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs with maximum depth of field and in focus.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Periodic Construction Photographs: Take 50 photographs weekly coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Division 01 Section "Project Management and Coordination" for submitting Coordination Drawings.
2. Division 01 Section "Quality Control" for submitting test and inspection reports.
3. Division 01 Section "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's approval. Submittals may be rejected for not complying with requirements.

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

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PART 2 - PRODUCTS

2.1 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by individual Specification Sections by either of the following methods.

1. Submit electronic submittals as PDF electronic files.

B. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

1. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
2. Provide a notarized statement on original paper copy certificates and certifications where indicated.

C. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

D. Field Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during product installation or after product installation in its final location, for compliance with requirements in the Contract Documents.

E. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

F. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

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G. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

H. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

I. Material Safety Data Sheets: When requested, submit information directly to Owner. If submitted to Engineer, Engineer will not review this information but will return it with no action taken.

2.3 REQUESTS FOR INFORMATION

A. Engineer reserves the right to reject, unprocessed, any Request for Information (RFI) that the Engineer, at its sole discretion, deems frivolous.

B. Engineer reserves the right to reject, unprocessed, any RFI that the Engineer, at its sole discretion, deems already answered in the Contract Documents.

C. RFI process shall not be used for requesting substitutions. Procedures for substitutions are clearly specified elsewhere in the contract documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

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3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

C. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 013300

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SECTION 014500 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for quality control services.

B. Quality control services include inspections, tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by Engineer/Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
2. Inspections, tests and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
3. Requirements for the Contractor to provide quality control services required by Engineer/Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 RESPONSIBILITIES

A. Contractor Responsibilities:

1. Retesting: Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.

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a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

B. Owner Responsibilities: Owner may as an option provide quality assurance inspections, tests and similar quality assurance services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum. However, if testing results reveal non-compliant installations, the Owner may charge the cost of the non-compliant testing to the Contractor.

C. Coordination: Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1. Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.4 SUBMITTALS

A. Testing Agency shall submit a certified written report of each inspection, test or similar service, to Engineer/Architect, in duplicate, unless Contractor is responsible for the service. If Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.

1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:

a. Date of issue.
b. Project title and number.
c. Name, address and telephone number of testing agency.
d. Dates and locations of samples and tests or inspections.
e. Names of individuals making the inspection or test.
f. Designation of the Work and test method.
g. Identification of product and Specification Section.
h. Complete inspection or test data.
i. Test results and interpretations of test results.
j. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
k. Name and signature of laboratory inspector.
l. Recommendations on retesting.

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1.5 QUALITY ASSURANCE

A. Qualification for Testing Agencies: Engage testing agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

1. Each independent testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

PART 2 - PRODUCTS (NOT APPLICABLE).

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."

B. Protect construction exposed by or for quality control service activities, and protect repaired construction.

C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 014500

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Support facilities include, but are not limited to, the following:
   1. Waste disposal services.
   2. Construction aids and miscellaneous services and facilities.

C. Security and protection facilities include, but are not limited to, the following:
   1. Barricades, warning signs, lights.
   2. Temporary protection and support of permanent active utilities within the work area.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Owner's representatives, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

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C. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.

D. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. Waste-handling procedures.
3. Other dust-control measures.

1.5 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to, the following:

1. Building Code requirements.
2. Health and safety regulations.
3. Police, Fire Department and Rescue Squad rules.
4. Environmental protection regulations.

B. Standards: Comply with NFPA Code 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

1. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70, "National Electric Code."

2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary utility before use. Obtain required certifications and permits.

C. Test and Inspection: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance,, and protection of each permanent service during its use as a construction facility before Owners acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

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A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails.

B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

2.2 EQUIPMENT

A. General: Provide new equipment; if acceptable to Engineer/Architect, undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.

B. Water Hoses: Provide 0.75 in. heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than maximum pressure of water distribution system; provide adjustable shut-off nozzles at hose discharge.

C. Electrical power cords: provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.

D. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Locations of units shall be pre-approved by Village.

E. First Aid Supplies: Comply with governing regulations.

F. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

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A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary of Work."

C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish

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procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.3 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

END OF SECTION 015000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing Contractor's selection of products for use in Project.

1. Division 01 Section "Submittal Procedures" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.
2. Division 01 Section "Product Substitution Procedures" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

B. Definitions used in this Article are not intended to change meaning of other terms used in Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms such are self-explanatory and have well recognized meanings in construction industry.

a. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
b. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
c. Comparable Product: Product that is demonstrated and approved by Engineer through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

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d. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50% or more of value) outside of United States and its possessions; or produced or supplied by entities substantially owned (more than 50%) by persons who are not citizens of nor living within United States and its possessions.

2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form part of Work.
3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

C. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

D. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications. Submit a comparable product request, if applicable.

1.4 ACTION SUBMITTALS

A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a comparable product request. Engineer will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Form of Engineer's Approval of Submittal: As specified in Section "Submittal Procedures."
b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.

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B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store materials in a manner that will not endanger Project structure.
2. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
3. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
5. Protect stored products from damage and liquids from freezing.
6. Provide a secure location and enclosure at Project site for storage of materials and equipment. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and

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limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

    a. Submit additional documentation required by Engineer through Construction Manager in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Engineer, whose determination is final.

B. Product Selection Procedures:

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1. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.

    a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"
2. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.

    a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"

3. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.

    a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

4. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.

    a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

    a. For approval of products by unnamed manufacturers, comply with requirements in Section "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require "match Engineer's sample," provide a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.

    1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section "Substitution Procedures" for proposal of product.

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D. Visual Selection Specification: Where Specifications include the phrase "as selected by Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
4. Samples, if requested.

B. Submittal Requirements: Approval by the Engineer of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS:

A. Comply with manufacturer's instructions and recommendations for installation of products in applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Specifications, details and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. General installation of products.
2. Progress cleaning.
3. Correction of the Work.
4. Construction Phasing.
5. Maintaining public access through or adjacent to the Work.

B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 01 Section "Submittal Procedures" for submitting surveys.
3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Division 02 Section “Work Items” for coordinating restoration construction activities to maintain Owner’s operations during construction.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

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B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer and Owner not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer’s and Owner’s written permission.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

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F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
2. Allow for building movement, including thermal expansion and contraction.

G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

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1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.6 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

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SECTION 017423 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for final cleaning at Substantial Completion.

1. Special cleaning requirements for specific elements of Work are included in appropriate Sections of Divisions 02 through 33.

B. General Project closeout requirements are included in Section "Closeout Procedures."

C. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

B. Complete following cleaning operations before requesting inspection for Certification of Substantial Completion for entire Project or a portion of Project.

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1. Clean Project site and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
2. Remove tools, construction equipment, machinery and surplus material from the site.
3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
4. Broom clean concrete floors in unoccupied spaces.
5. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
6. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that can not be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
7. Leave Project clean and ready for occupancy.

C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction period.

D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.

1. Where extra materials of value remain after completion of associated construction have become Owner's property, dispose of these materials as directed.

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

1. Inspection procedures.
2. Submittal of warranties.
3. Final cleaning.

B. Closeout requirements for specific construction activities are included in appropriate Sections in Divisions 02 through 09.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete following. List exceptions in request.

1. In Application for Payment that coincides with, or first follows, date Substantial Completion is claimed, show 100% completion for portion of Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and statement showing an accounting of changes to Contract Sum.

    a. If 100% completion cannot be shown, include list of incomplete items, value of incomplete construction, and reasons Work is not complete.

2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
3. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: On receipt of request for inspection, Engineer/Architect will either proceed with inspection or advise Contractor of unfilled requirements. Engineer/Architect will prepare Certificate of Substantial Completion following inspection, or advise Contractor of construction that must be completed or corrected before certificate will be issued.

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1. Engineer/Architect will repeat inspection when requested and assured that Work has been substantially completed.
2. Engineer/Architect will provide one repeat inspection under its contract with Owner. Subsequent inspections shall be at Contractor's expense.
3. Results of completed inspection will form basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in request.

1. Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to Contract Sum.
3. Submit certified copy of Engineer/Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and list has been endorsed and dated by Engineer/Architect.

B. Reinspection Procedure: Engineer/Architect will reinspect Work upon receipt of notice that Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to Engineer/Architect.

1. Engineer/Architect will provide one repeat inspection under its contract with Owner. Subsequent inspections shall be at Contractor's expense.
2. Upon completion of reinspection, Engineer/Architect will prepare certificate of final acceptance, or advise Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
3. If necessary, reinspection will be repeated.

PART 2 - PRODUCTS (NOT APPLICABLE).

PART 3 - EXECUTION (NOT APPLICABLE).

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SECTION 017836 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by Contract Documents, including manufacturers standard warranties on products and special warranties.

1. Refer to General Conditions for terms of Contractor's period for correction of Work.

B. Related Sections: Following Sections contain requirements that relate to this Section:

1. Division 01 Section "Submittal Procedures" specifies procedures for submitting warranties.
2. Division 01 Section "Closeout Procedures" specifies contract closeout procedures.
3. Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by manufacturer to Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

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A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by warranty has failed and been corrected by replacement or rebuilding, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by warranty has failed replace or rebuild Work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for cost of replacing or rebuilding defective Work regardless of whether Owner has benefited from use of Work through portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: Owner reserves right to reject warranties and to limit selection to products with warranties not in conflict with requirements of Contract Documents.

E. Where Contract Documents require a special warranty, or similar commitment on Work or part of Work, Owner reserves the right to refuse to accept Work, until Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to Engineer/Architect prior to date certified for Substantial Completion. If Engineer/Architect's Certificate of Substantial Completion designates commencement date for warranties other than date of Substantial Completion for Work, or designated portion of Work, submit written warranties upon request of Engineer/Architect.

B. When designated portion of Work is completed and occupied or used by Owner, by separate agreement with Contractor during construction period, submit properly executed warranties to Engineer/Architect within 15 days of completion of that designated portion of Work.

C. Forms for special warranties are included at end of this Section. Prepare written document utilizing appropriate form, ready for execution by Contractor, or by Contractor and subcontractor, supplier or manufacturer. Submit draft to Owner through Engineer/Architect for approval prior to final execution.

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D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by Contractor, or by Contractor, subcontractor, supplier, or manufacturer. Organize warranty documents into an orderly sequence based on table of contents of Project Manual.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - General

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.

B. Related Requirements:

1. Section "Closeout Procedures" for general closeout procedures.
2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:

1) Submit one paper-copy set of marked-up record prints.
2) Submit PDF electronic files of scanned record prints and one of file prints.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation and unit quantity where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

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a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Changes made by Change Order or Change Directive.
d. Changes made following Engineer/Architect's written orders.
e. Details not on the original Contract Drawings.
f. Field records for variable and concealed conditions.
g. Actual location and quantity of unit price items of the Work.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

1.5 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer/Architect's and Construction Manager’s reference during normal working hours.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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SECTION 020010 - WORK ITEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Divisions 1 - 26 Specification Sections apply to this Section.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

WI 1.0 GENERAL REQUIREMENTS

A. Scope of Work

1. Work consists of performing all tasks, specifically required and incidental, which are not identified under separate Work Item designation, but necessary to perform the work identified in this project. This work includes, but is not limited to the following items:

   WI 1.1 - Mobilization
   WI 1.2 - Concrete Formwork
   WI 1.3 - Concrete Shores and Reshores
   WI 1.4 - Concrete Reinforcement
   WI 1.5 - Temporary Signage
   WI 1.6 - Overhead Protection/Temporary Signage/Traffic Control

WI 1.1 PROJECT MOBILIZATION

A. Scope of Work

1. Work consists of coordinating, scheduling, obtaining and assembling at construction site all equipment, materials, permits, supplies, manpower and other essentials and incidentals necessary to perform Work defined in this Contract. Payment of lump sum amount for mobilization shall be according to following schedule and shall be based on percentage of original contract amount earned.

B. Materials

1. None

C. Execution

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1. At execution of agreement by all parties, mobilization payment shall not be more than 25% of mobilization lump sum amount.
2. When billing amount earned is greater than 10% but less than 25% of original contract amount, total payment for mobilization shall not be more than 50% of mobilization lump sum amount.
3. When billing amount earned is equal to or greater than 25% but less than 50% of original contract amount, total payment for mobilization shall not be more than 75% of mobilization lump sum amount.
4. When billing amount earned is equal to or greater than 50% of original contract amount, total payment for mobilization shall be 100% of mobilization lump sum amount.

WI 1.2 CONCRETE FORMWORK

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to install formwork as required for cast-in-place concrete.

B. Materials

1. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on Drawings.

    a. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I
    b. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

2. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
3. Form Coatings: Provide commercial formulation form-coating compounds with a maximum VOC meeting local requirements that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces, including but not limited to water-curing, curing compound, stains, or paints.
4. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units that will leave no metal closer than 1.5 in. to exposed surface.

    a. Provide ties that, when removed, will leave holes not larger than 1.0 in. diameter in concrete surface.

5. Shores:

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a. Nail Ellis clamps, if used with wood shores, to shores with minimum of two nails to prevent slipping.
b. Wedges: Hardwood or steel. Softwood wedges prohibited.

C. Execution

1. Work shall conform to requirements of latest edition of ACI 301 “Standard Specifications for Structural Concrete,” ACI 302.1 R “Guide for Concrete Floor Slab Construction,” ACI 318 “Building Code Requirements for Reinforced Concrete,” and ACI 347 “Recommended Practice for Concrete Formwork” except as modified by the following paragraphs.
2. Store all formwork and formwork materials clear of ground, protected, so as to preclude damage.
3. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.
4. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
5. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
6. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
7. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
8. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing before concrete placement as required to prevent mortar leaks and maintain proper alignment.
9. Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.
10. Coat contact surfaces of forms with accepted, nonresidual, low-VOC form-coating compound before reinforcement is placed.
11. Coat steel forms with non-staining, rust-preventive form oil or otherwise protect against rusting. Rust-stained steel formwork not acceptable.

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12. For non-post-tensioned concrete, formwork shall remain in place until concrete has reached minimum two-thirds of 28-day strength. Do not place additional loads on structure until concrete has been properly reshored.
13. Clean and repair surfaces of forms to be re-used in Work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
14. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer/Architect.

WI 1.3 CONCRETE SHORES AND RESHORES

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to install temporary shoring and to maintain shores in place until Work requiring shores is complete and associated concrete has properly cured.

B. Materials

1. Shores shall be steel, rated at a minimum allowable load of 4,500 lb at 12 ft extension or steel shoring towers rated at a minimum allowable load of 40,000 lbs per four leg tower (based on two 20,000 lb crossed braced frames.).

C. Execution

1. Comply with ACI 301 and ACI 347 for shoring and reshoring in multi-story construction, except as modified in this Section.
2. For purpose of calculations: Construction Load = 50 psf; Dead Load = **120** psf for the floor slab plus the dead load of beams and girders.
3. Shore/Reshore loads on the structure shall not exceed 40 psf distributed load on the Slab, and concentrated loads shall not exceed posted wheel loads or 2,000 lbs., whichever is less. Concentrated bearing pressures shall not exceed 1,200 psi.
4. Shore/Reshore loads on concrete slab-on-grade shall be distributed by steel grillage or timber grillage so as not to exceed soil bearing capacity or 1,500 psf, whichever is smaller.
5. Shore/Reshore loads on asphalt slab-on-grade shall be distributed by steel grillage so as not to exceed asphalt/soil bearing capacity, with consideration of reduced asphalt bearing capacity during extreme hot weather.
6. Shore/Reshore loads shall be distributed horizontally and/or distributed to more than one level to meet shore/reshore load limitations.
7. Shore/Reshore loads shall be distributed to multiple framing members (beams/joists/double tee stems) and extend beyond the immediate work area to ensure proper distribution of loads throughout the structure.

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8. Prior to installation of shores, Contractor shall submit shoring scheme prepared and sealed by registered Professional Engineer in California.
9. Engineer/Architect will review shoring scheme for general conformance to requirements stated herein. If it does not conform, Contractor will be informed to resubmit another shoring scheme.
10. Remove shores and reshore in planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support Work without excessive stress or deflection.
11. Keep reshores in place as required until heavy loads due to construction operations have been removed.
12. If during construction, modifications are necessary to accommodate other trades, revise and resubmit erection plan to Engineer/Architect for review.

WI 1.4 CONCRETE REINFORCEMENT

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to fabricate and install all mild steel reinforcement and epoxy coated reinforcement.

B. Materials

1. Reinforcement materials shall be as specified in ACI 301 “Standard Specifications for Structural Concrete.”
2. Welded wire reinforcement: provide mats only. Roll stock prohibited.

C. Execution

1. Work shall conform to requirements of latest edition of ACI 301 “Standard Specifications for Structural Concrete,” ACI 315 “Details and Detailing of Concrete Reinforcement,” ACI 318 “Building Code Requirements for Reinforced Concrete,” and Concrete Reinforcing Steel Institute (CRSI), “Manual of Standard Practice.”
2. Submittals required include: Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, and others as requested by Engineer/Architect including, but not limited to:

    a. Manufacturer's product data and installation instructions for proprietary form coatings, manufactured form systems, ties, and accessories.
    b. Steel producer's certificates of mill analysis, tensile tests, and bend tests.
    c. Manufacturer's product data, specifications, and installation instructions for proprietary materials, welded and mechanical splices, and reinforcement accessories.

    d. Submit all materials and methods for concrete curing to Engineer/Architect for approval before beginning concreting Work. Include certification of curing compound allowable moisture loss.

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3. Store concrete reinforcement materials at site to prevent damage and accumulation of dirt or excessive rust.

4. Reinforcement with any of following defects will be rejected:

    a. Lengths, depths and bends exceeding CRSI fabrication tolerances.
    b. Bends or kinks not indicated on Drawings or final Shop Drawings.
    c. Reduced cross-section due to excessive rusting or other cause.

5. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as herein specified.

    a. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations.
    b. Examine conditions under which concrete reinforcement is to be placed, and immediately notify Engineer/Architect in writing of unsatisfactory conditions. Do not proceed with Work until unsatisfactory conditions have been corrected in acceptable manner.
    c. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
    d. Fabricate reinforcement to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI MSP. In case of fabricating errors, do not re-bend or straighten reinforcement in manner that will injure or weaken material.
    e. Bends in reinforcement are standard 90° bends unless noted otherwise.
    f. Reinforcement with any of following defects will be rejected:

        1) Lengths, depths and bends exceeding CRSI fabrication tolerances.
        2) Bends or kinks not indicated on Drawings or final Shop Drawings.
        3) Reduced cross-section due to excessive rusting or other cause.

    g. Perform all welding of mild steel reinforcement, metal inserts and connections with low hydrogen welding electrodes in accordance with AWS D1.4.
    h. Comply with ACI 301, Chapter 3 for placing reinforcement.
    i. Use rebar chairs and accessories to hold all reinforcing positively in place. Provide rebar chairs at all formed surfaces, both vertical and horizontal, to maintain minimum specified cover. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Maximum spacing of chairs and accessories shall be per CRSI Manual of Standard Practice. In situations not covered by CRSI, provide support at 4 ft on center maximum each way.
    j. Install welded wire reinforcement in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
    k. Splices:

        1) Provide standard reinforcement splices by lapping ends, placing bars in contact, and tying tightly with wire. Comply with requirements of ACI 318 for minimum lap of spliced bars.

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2) For mechanical tension splices of reinforcement:

a) Column bar lengths shall not exceed 30 ft between splices. In any bar, no splices shall occur at any floor level.
b) Exercise care to assure that no reduction of cross-sectional area of reinforcement occurs.
c) Use Barsplice Products, Inc., Bar-Grip or Grip-Twist, NMB Splice Sleeve, or Erico LENTON splices.
d) For all mechanical splices, perform splicing in strict accordance with manufacturer's requirements and instructions.
e) All splices to develop 125% of specified yield strength of bars, or of smaller bar in transition splices.
f) Stagger splices in adjacent bars.
g) Except where shown on Drawings, welding of reinforcement prohibited without prior written authorization by Engineer/ Architect.

3) Compression splices: Mechanically coupled splices in accordance with ACI 318.

WI 1.5 TEMPORARY SIGNAGE

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment and supervision necessary to provide and install and remove following completion of project, temporary signage as required for traffic control and user information during construction and as required by Owner/Engineer/Architect.

B. Materials

1. Temporary signage shall meet following minimum requirements:

a. Minimum size: 48” x 48”

b. Backing material: 0.5 in. medium density overlay plywood.
c. Colors:

1) Background: medium orange or white.
2) Symbols/Lettering: black

d. Lettering: silk screened or die-cut.

1) Font Style: Helvetica or similar.
2) Size: 2 in. high minimum for pedestrian information; 4 in. high minimum for traffic information.

C. Execution

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1. Mounting height: 5 ft. to bottom of sign. Provide mounting brackets as required.
2. Contractor shall submit shop drawings detailing sign size, layout, colors, and mounting schemes for approval prior to fabricating signs and mounting brackets.
3. Typical regulatory signs (that is, STOP, YIELD, etc.) and "Handicap" signs shall conform to all Federal, state, and local requirements for sizes, materials, and colors.

A. Execution

1. Contractor shall verify and provide documentation upon request that verifies erection, maintenance and removal of scaffolding (fixed or movable), and all rigging is in accordance with OSHA standards.
2. Contractor personnel erecting, operating, maintaining and removing scaffold and rigging equipment shall be certified/trained according to current standards of the scaffold and construction industry.
3. Upon request by the Owner or Engineer, the Contractor shall submit to Owner and Engineer a detailed action plan for their scaffolding (erection, maintenance and removal) prior to proceeding for general conformance and informational purposes only.
4. Independent lifelines shall be provided for every person working on suspended scaffolding, per scaffold industry standards. Lifelines shall not be secured to the same points used for suspended scaffold rigging connections.
5. Contractor shall provide access to Architect/Engineer or appointed project representative for performing observations and/or punchlist inspections during the work.

WI 1.6 OVERHEAD PROTECTION/TEMPORARY SIGNAGE/TRAFFIC CONTROL

A. Scope of Work

1. This work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to: provide, erect, maintain and remove following completion of project overhead protection for vehicles and pedestrians, necessary to protect and control the project site for the duration of the project; and provide and install and remove following completion of project, temporary signage, traffic control barricades/fences, and all other traffic controls as required for vehicular and pedestrian traffic control and user information during construction and as required by Owner and Engineer/Architect.

B. Materials

1. Overhead protection shall be capable of handling all construction loads, and shall be a manufactured frame type with ceiling providing overhead protection. The overhead protection shall provide protection from falling materials typically encountered during building façade repair projects, and be waterproofed. All exposed surfaces shall be maintained to the owner’s satisfaction, including painting if specifically requested by Owner.
2. Temporary signage shall meet following minimum requirements:

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a. Minimum size: 48” x 48”
b. Backing material: 0.5 in. medium density overlay plywood.
c. Colors:

1) Background: medium orange or white.
2) Symbols/Lettering: black

d. Lettering: silk screened or die-cut.

1) Font Style: Helvetica or similar.
2) Size: 2 in. high minimum for pedestrian information; 4 in. high minimum for traffic information.

3. Barricades/barriers shall at minimum 4 ft. 0 in. high solid temporary barrier constructed of wood or concrete to separate Work areas from areas open to public.

C. Execution

1. Contractor shall submit a detailed action plan to Owner and Engineer for overhead protection, temporary signage and traffic control prior to mobilizing for general conformance and informational purposes only.
2. Erect overhead protection as required to make project site safe for public. Under no circumstances shall construction work be performed without site protection in place to safeguard public.
3. Temporary signage and appropriate barricades for traffic control shall be provided to the satisfaction of the Owner to adequately inform the public (pedestrians and vehicles) of construction operations and how they are to proceed in and around the building site.
4. Signage mounting height: 5 ft. to bottom of sign. Provide mounting brackets as required.
5. Contractor shall submit shop drawings detailing sign size, layout, colors, and mounting schemes for approval prior to fabricating signs and mounting brackets.
6. Typical regulatory signs (that is, STOP, YIELD, etc.) and "Handicap" signs shall conform to all Federal, state, and local requirements for sizes, materials, and colors.
7. After removal of overhead protection/temporary signage/traffic controls, clean areas affected by these elements to condition prior to installation.

WI 2.0 FLOOR SURFACE PREPARATION

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate existing spalls, locate and remove delaminated and unsound concrete and prepare cavities for repair and/or overlay. Refer to Detail Series 2.0 for specific requirements.

B. Materials/Equipment (NOT APPLICABLE)

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C. Execution

1. Locating, removals and preparation of deteriorated floor surface concrete shall be performed as specified in Division 02 Section "Surface Preparation for Patching and Overlay."
2. Concrete removals shall be as square or rectangular-shaped as practical.
3. All concrete shall be removed from within deterioration area boundaries until sound concrete is reached on all sides.
4. All exposed steel within cavities shall be cleaned by sandblasting and damaged and defective reinforcement replaced as specified
5. Contractor shall allow for Engineer/Architect inspection of all cavities for condition as specified.

WI 2.1 FLOOR PREPARATION - SCARIFICATION

A. Work consists of furnishing all labor, materials, equipment, and incidentals necessary to remove the top surface of concrete floor slab to prepare it for overlay installation. Refer to Work Item 2.0, "Floor Surface Preparation" for procedure associated with this Work Item. Refer to Detail 2.1 for specific requirements.

WI 3.0 CONCRETE FLOOR REPAIR

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound floor concrete, prepare cavities and install new concrete and reinforcing (as required) materials to restore concrete floor to original condition and appearance. Refer to Detail Series 3.0 for specific requirements.

B. Materials

1. Concrete repair materials shall be as specified Division 03 Section “Prepackaged Repair Mortar
2. Conventional steel reinforcement shall be as specified in Division 03 Section “Cast-in-Place Concrete”, Division 03 Section “Cast-in-Place Concrete Restoration” and/or Work Item 1.4, “Concrete Reinforcement.”

C. Execution

1. Locating, marking, removal, preparation, and inspection of deteriorated concrete and reinforcing steel preparation, repair and installation shall be performed as specified in Division 02 Section "Surface Preparation for Patching and Overlay.”
2. Final surface preparation, concrete placement, finishing and curing shall be performed as specified in concrete repair material specification. Manufacturer specifications/requirements for these issues shall also be followed in the event proprietary bag mix repair materials are used.

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WI 3.1 FLOOR REPAIR - PARTIAL DEPTH/SHALLOW

A. Refer to Work Item 3.0, "Concrete Floor Repair" for scope of Work, materials and Execution procedure associated with this Work Item. Refer to Detail 3.1 for specific requirements.

WI 3.3 FLOOR REPAIR - FULL DEPTH

A. Refer to Work Item 3.0, “Concrete Floor Repair” for Scope of Work, Material and Execution procedures associated with this Work Item. Refer to Details 3.3a,3.3b,3.3c for specific requirements.

WI 3.4 FLOOR REPAIR – CURBS/WALKS

A. Refer to Work Item 3.0, “Concrete Floor Repair” for Scope of Work, Material and Execution procedures associated with this Work Item. Refer to Detail 3.4 for specific requirements.

WI 5.0 CONCRETE BEAM AND JOIST REPAIR

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound overhead concrete, prepare cavities and install new concrete and reinforcing (as required) materials to restore concrete beams and joists to original condition and appearance. Refer to Detail Series 5.0 for specific requirements.

B. Materials

1. Cast-in-place concrete repair materials shall be as specified Division 03 Section “Prepackaged Repair Mortar
2. Conventional steel reinforcement shall be as specified in Division 03 Section “Cast-in-Place Concrete”, Division 03 Section “Cast-in-Place Concrete Restoration” and/or Work Item 1.4, “Concrete Reinforcement.”
3. Trowel applied patching material shall be as specified in Division 03 Section "Prepackaged Repair Mortar." This material may be used for shallow removal and repair Work Items only.

C. Execution

1. Locating, marking, removal, preparation, and inspection of deteriorated concrete and reinforcing steel preparation, repair and installation shall be performed as specified in Division 02 Section "Surface Preparation for Patching and Overlay.”

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Install shoring at repair locations where required per the Construction Documents prior to starting removals.

2. Final surface preparation, concrete placement, finishing and curing shall be performed as specified in concrete repair material specification. Manufacturer specifications/requirements on these issues shall also be followed in the event proprietary bag mix repair materials are used.
3. Contractor shall take care to protect adjacent areas from overspray if "Shotcrete" is used. Area adjacent to repair shall be cleaned to Owner's satisfaction prior to leaving site.

WI 5.1 BEAM REPAIR - PARTIAL DEPTH/SHALLOW

A. Refer to Work Item 5.0, "Concrete Beam and Joist Repair" for scope of Work, materials and procedure associated with this Work Item. Refer to Details 5.1, 5.1.1. and 5.1.2 for specific requirements.

WI 5.3 BEAM REPAIR - FULL DEPTH 12”X15” RAIL SECTION

A. Refer to Work Item 5.0, "Concrete Beam and Joist Repair" for scope of Work, materials and procedure associated with this Work Item. Cast-in-place concrete shall be used, unless otherwise noted. Refer to Detail 5.3 for specific requirements.

WI 6.0 CONCRETE COLUMN REPAIR

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound concrete, prepare cavities and install concrete and reinforcing (as required) materials to restore concrete columns to original condition and appearance. Refer to Detail Series 6.0 for specific requirements.

B. Materials

1. Cast-in-place concrete repair materials shall be as specified in Division 03 Section “Prepackaged Repair Mortar
2. Conventional steel reinforcement shall be as specified in Division 03 Section “Cast-in-Place Concrete”, Division 03 Section “Cast-in-Place Concrete Restoration” and/or Work Item 1.4, “Concrete Reinforcement.”
3. Trowel applied patching material shall be as specified in Division 03 Section "Prepackaged Repair Mortar." This material may be used for shallow removal and repair Work Items only.

C. Execution

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1. Locating, marking, removal ,preparation, and inspection of deteriorated concrete and reinforcing steel preparation, repair and installation shall be performed as specified in Division 02 Section "Surface Preparation for Patching and Overlay." Install shoring at repair locations where required per the Construction Documents prior to starting removals.
2. Final surface preparation, concrete placement, finishing and curing shall be performed as specified in concrete repair material specification. Manufacturer specifications/requirements on these issues shall also be followed in the event proprietary bag mix repair materials are used.
3. Contractor shall take care to protect adjacent areas. Area adjacent to repair shall be cleaned to Owner's satisfaction prior to leaving site.

WI 6.1 COLUMN REPAIR – PARTIAL DEPTH/SHALLOW

A. Refer to Work Item 6.0, "Concrete Column Repair" for scope of Work, materials and procedure associated with this Work Item. Refer to Detail 6.1 for specific requirements.

WI 7.0 CONCRETE WALL REPAIR

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound concrete, prepare cavities and install concrete and reinforcing (as required) materials to restore concrete walls to original condition and appearance. Refer to Detail Series 7.0 for specific requirements.

B. Materials

1. Cast-in-place concrete repair materials shall be as specified in Division 03 Section "Prepackaged Repair Mortar
2. Conventional steel reinforcement shall be as specified in Division 03 Section "Cast-in-Place Concrete", Division 03 Section "Cast-in-Place Concrete Restoration" and/or Work Item 1.4, "Concrete Reinforcement."
3. Trowel applied patching material shall be as specified in Division 03 Section "Prepackaged Repair Mortar." This material may be used for shallow removal and repair Work Items only.

C. Execution

1. Locating, marking, removal ,preparation, and inspection of deteriorated concrete and reinforcing steel preparation, repair and installation shall be performed as specified in Division 02 Section "Surface Preparation for Patching and Overlay ." Install shoring at repair locations where required per the Construction Documents prior to starting removals.
2. Final surface preparation, concrete placement, finishing and curing shall be performed as specified in concrete repair material specification. Manufacturer specifications/requirements on these issues shall also be followed in the event proprietary bag mix repair materials are used.

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3. Contractor shall take care to protect adjacent areas from overspray if "Shotcrete" is used. Area adjacent to repair shall be cleaned to Owner's satisfaction prior to leaving site.

WI 7.1 WALL REPAIR - PARTIAL DEPTH/SHALLOW

A. Refer to Work Item 7.0, "Concrete Wall Repair" for scope of Work, materials and procedure associated with this Work Item. Refer to Detail 7.1 for specific requirements.

WI 8.0 PRECAST TEE BEAM REPAIR

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals including shoring necessary to locate precast tee beam elements to be repaired, shore surrounding construction supported by tee beam element being repaired, remove delaminated and unsound concrete and sound concrete, prepare cavities and install concrete and reinforcing (as required) to rebuild precast tee beam elements to original condition and appearance. Refer to Detail Series 8.0 for specific requirements.

B. Materials/Equipment

1. Cast-in-place concrete repair materials shall be as specified in Division 03 Section “Prepackaged Repair Mortar
2. Conventional steel reinforcement shall be as specified in Division 03 Section “Cast-in-Place Concrete”, Division 03 Section “Cast-in-Place Concrete Restoration” and/or Work Item 1.4, “Concrete Reinforcement.”
3. Trowel applied patching material shall be as specified in Division 03 Section "Prepackaged Repair Mortar." This material may be used for shallow removal and repair Work Items only.
4. Chipping hammers shall be 15 lb or less unless directed by Engineer/Architect.

C. Execution

1. Locating, marking, removal, preparation, and inspection of deteriorated concrete and reinforcing steel preparation, repair and installation shall be performed as specified in Division 02 Section "Surface Preparation for Patching and Overlay.” Install shoring at repair locations where required per the Construction Documents prior to starting removals.
2. Final surface preparation, concrete placement, finishing and curing shall be performed as specified in concrete repair material specification. Manufacturer specifications/requirements on these issues shall also be followed in the event proprietary bag mix repair materials are used.
3. Contractor shall maintain forms and shores in place until concrete has attained at least 75% of 28-day strength.

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4. Contractor shall take care to protect adjacent areas from overspray if "Shotcrete" is used. Area adjacent to repair shall be cleaned to Owner's satisfaction prior to leaving site.

WI 8.1 TEE BEAM REPAIR - PARTIAL DEPTH/SHALLOW

A. Refer to Work Item 8.0, "Precast Tee Beam Repair" for scope of Work, materials and procedure associated with this Work Item. Refer to Detail 8.1 for specific requirements.

WI 8.4 TEE FLANGE REPAIR – PARTIAL DEPTH

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate and remove deteriorated tee flange concrete as indicated on the Drawings. Refer to detail 8.4 for specific requirements.

B. Materials

1. Extended Open Time Corrosion Inhibitor Coating: Corrosion inhibitor coating providing up to 24 hours open time. Product shall be capable of achieving bond strength of 2,700 psi per ASTM C 882.
2. Acceptable materials for this Work are:

   a. “MasterEmaco P 124,” by BASF Building Systems, Shakopee, MN.
   b. “Duralprep AC” by The Euclid Chemical Company, Cleveland, OH.
   c. “Sika Armatec 110 EpoCem”, by Sika Corporation, Lyndhurst, NJ.
   d. Other types may be used only with Engineer/Architect's approval in writing prior to bidding.

C. Concrete Repair materials:
1. Cast-in-place concrete repair materials shall be as specified in Division 03 Section “Prepackaged Repair Mortar
2. Conventional steel reinforcement shall be as specified in Division 03 Section “Cast-in-Place Concrete”, Division 03 Section “Cast-in-Place Concrete Restoration” and/or Work Item 1.4, “Concrete Reinforcement.”

D. Execution

1. Locating, marking and removal of deteriorated concrete and reinforcing steel preparation shall be performed as specified in Division 02 Section "Surface Preparation for Patching and Overlay.”
2. Prepare repair areas using chipping hammers of 15 lb or less as directed by Engineer.
3. All exposed steel within cavities shall be cleaned by sandblasting.
4. Contractor shall allow for Engineer/Architect inspection of all cavities for condition as specified.

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5. Contractor shall coat exposed prepared steel and entire removal area with specified corrosion inhibitor coating material.

WI 11.0 CRACK AND JOINT REPAIR

WI 11.5 EPOXY INJECTION

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate cracks, prepare and pressure inject cracks with an epoxy resin so as to create waterproof barrier and/or structural repair as indicated in the Drawings. Refer to Detail 11.5 for specific requirements.

B. Materials

1. Epoxy injection materials shall be as specified in Division 03 Section “Epoxy Injection Systems.”

C. Execution

1. Epoxy injection work and materials shall be performed in accordance with Division 03 Section "Epoxy Injection Systems."
2. Contractor is responsible for location of all locations requiring epoxy injection prior to start of Work.
3. Contractor shall allow for Engineer/Architect inspection of all epoxy injection sites for condition as specified.
4. No payment will be allowed for Work executed without Engineer/Architect inspection and verification.
5. Remove and patch all ports, holes, temporary seal materials to match existing conditions. This is considered incidental to the Work.
6. Clean and paint the repair area limited to the disturbed surfaces to match existing surfaces.

WI 16.0 TRAFFIC TOPPING

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals, including installation of joint sealant materials, necessary to prepare existing floor surfaces and install traffic topping. Coating of all vertical surfaces within Work limits shall be incidental to installation of traffic topping. Refer to Detail series 16.0 for specific requirements.

B. Materials

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1. Traffic topping materials shall be as specified in Division 07 Section "Traffic Coatings."

C. Execution

1. Floor surface preparation shall be performed by coating system licensed applicator or under its direct supervision.
2. Shotblast surface preparation is required for floors.
3. Coating system shall be installed by licensed applicators in strict accordance with manufacturer's recommendations and referenced specification section.
4. Crack preparation, including installation of sealant material where required, is incidental to traffic topping work.
5. Coating system shall be thoroughly cured prior to Work areas being returned to service.

WI 16.5 TRAFFIC TOPPING - VEHICULAR

A. Apply new traffic topping to top deck at Village level where the existing traffic coating is removed for seismic retrofit and maintenance repairs.

B. Refer to Work Item 16.0, "Traffic Topping" for Scope of Work, materials and procedure associated with this Work Item.

WI 25.0 MECHANICAL - DRAINAGE

WI 25.1 MECHANICAL – ALLOWANCE

A. Scope of Work

1. Mechanical allowance shall be all related utility work (drain lines, sprinkler lines, electrical conduit, junction boxes, etc.) associated with interruptions of these utilities to repair existing structural areas.
2. All utilities removed during Work shall be reinstalled in accordance with latest edition of electrical and mechanical codes in effect. Work ineligible for allowance includes Work covered by or incidental to Work Items within this Specification or for Work required through Contractor's negligence.

B. Method of Payment

1. Mechanical work as approved in writing by Engineer/Architect prior to implementation, shall be paid for by Contractor. Contractor shall provide written documentation of costs for work performed, including invoices from subcontractors with any General Contractor's markup, to Engineer/Architect with each pay request. Contractor shall attach documentation and invoices to written authorization. At completion of project, any variation between allowance and actual cost documentation will be reflected in an adjustment of allowance amount.

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WI 30.0 ELECTRICAL – LIGHTING

WI 30.1 ELECTRICAL ALLOWANCE

A. Scope of Work

1. Electrical allowance shall be all related utility work (drain lines, sprinkler lines, electrical conduit, junction boxes, etc.) associated with interruptions of these utilities to repair existing structural areas.
2. All utilities removed during Work shall be reinstalled in accordance with latest edition of electrical and mechanical codes in effect. Work ineligible for allowance includes Work covered by or incidental to Work Items within this Specification or for Work required through Contractor's negligence.

B. Method of Payment

1. Electrical work as approved in writing by Engineer/Architect prior to implementation, shall be paid for by Contractor. Contractor shall provide written documentation of costs for work performed, including invoices from subcontractors with any General Contractor's markup, to Engineer/Architect with each pay request. Contractor shall attach documentation and invoices to written authorization. At completion of project, any variation between allowance and actual cost documentation will be reflected in an adjustment of allowance amount.

WI 43.2 REMOVE/REPLACE HANDRAIL

A. Refer to Work Item 43.2 “Remove/Replace Handrail “for Scope of Work, Material and Execution procedures associated with this Work Item. Refer to Detail 43.2 for specific requirements.

WI 45.0 PAINTING

WI 45.1 PAINT TRAFFIC MARKINGS

Re-stripe two top levels (Village Level and Pier Level) after maintenance repairs and seismic retrofit are completed.

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate, layout and paint parking stall stripes, traffic arrows, crosswalks, accessible stall access aisles, curbs, symbols, stop bars and all other required pavement markings.

B. Materials

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1. Painting materials shall be as specified in Division 09 Section "Pavement Marking."

C. Execution

1. Unless otherwise indicated in the Construction Documents, stripes and paint color shall match all existing marks and be provided at same locations.
2. Where new striping layout is described in the Construction Documents that conflicts with existing striping layout, remove existing stripes in those locations where they conflict with new striping layout. See referenced specification section for removal requirements.
3. Where existing traffic marking layout is to be maintained, Contractor shall prepare drawing of existing traffic marking layout in work areas prior to starting with repairs. Contractor shall note stall width, angle of parking, directional traffic arrows and all other existing pavement markings.
4. Contractor shall submit striping plan for Engineer/Architect's review.
5. Engineer/Architect may inspect all layout and surface preparation for conditions in accordance with Division 09 Section "Pavement Marking."

WI 45.3 PAINT CONCRETE CEILINGS AND BEAMS

Paint concrete columns, ceilings, pipes and beams after maintenance repairs and seismic retrofit are completed.

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to contain, with full height barriers, preparation debris and paint during operations and prepare, prime and paint all structural steel and miscellaneous metal items as located on Drawings.

B. Materials

1. Paint materials shall be as specified in Division 09 Section “Exterior Painting.”
2. Cleaning process shall include surface mechanical preparation as required and power washing.

C. Execution

1. Contractor shall locate and verify with Engineer/Architect all Work areas.
2. Contractor shall verify color selection with Owner prior to start of Work.
3. Surface preparation of substrate is required per manufactures recommendations.
4. Contractor shall take all necessary measures to contain, with full height barriers, sandblasting debris and paint to immediate Work area to protect public from injury and property from damage.
5. Contractor shall collect all runoff water from cleaning processes and dispose of per local and EPA requirements.
6. Protect adjacent non-painted surfaces from being painted. Mask off adjacent features not receiving paint.

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7. Contractor shall apply primer and/or paint in accordance with referenced specification section listed in “Materials" above and manufacturer's recommendations.

WI 45.7 PAINT STRUCTURAL STEEL

B. Scope of Work

8. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to contain, with full height barriers, preparation debris and paint during operations and prepare, prime and paint all structural steel and miscellaneous metal items as located on Drawings.

D. Materials

1. Paint materials shall be as specified in Division 09 Section “Exterior Painting.”

E. Execution

1. Contractor shall locate and verify with Engineer/Architect all Work areas.
2. Contractor shall verify color selection with Owner prior to start of Work.
3. Contractor shall take all necessary measures to contain, with full height barriers, sandblasting debris and paint to immediate Work area to protect public from injury and property from damage.
4. Contractor shall solvent clean any surface area with oil or grease build-up prior to receiving additional preparation in accordance with SSPC-SP1 and Division 09 Section "Exterior Painting."
5. Contractor shall prepare all surfaces with surface corrosion in accordance with SSPC-SP10 “Near White Metal Blast Cleaning” or SSPC-SP11 “Power Tool Cleaning to Bare Metal” and Division 09 Section "Exterior Painting."
6. Contractor shall remove all debris from Work area prior to application of primer or paint.
7. Contractor shall apply primer to all prepared metal surfaces on same day (within 8 hrs) as preparation operations. Apply primer and Paints according to Division 09 Section "Exterior Painting" and in strict accordance with manufacturer's recommendations.

WI 49.0 CATHODIC PROTECTION

WI 49.1 CATHODIC PROTECTION – DISCRETE ANODES

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to install galvanic anodes in concrete repair patches for Work Items 3.1, 3.3a, 3.3b, 3.3c, 4.1, 5.1, 5.2, 6.1, 7.1 and 8.1 as shown on Drawings. Refer to Detail 49.1 for specific requirements.

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B. Materials

1. Materials shall be as specified in Division 03 Section “Galvanic Anode Corrosion Protection System.”

C. Execution

1. Concrete demolition and patching shall be in accordance with appropriate repair Work Item and is not a part of this Work Item.
2. Contractor shall install discrete anodes at 24 inches on center (maximum) in each patch around the perimeter of the repair. Final anode installation locations will vary, based on existing reinforcing steel layout; determine final installation layout with Engineer input in field.
3. Unless noted otherwise, Contractor shall install discrete anodes on mild reinforcing steel only. Post-tension tendons shall not receive anodes.
4. Discrete anodes are to be installed per Specifications to the reinforcing bar to clean/bare metal. Orient anodes towards center of concrete members where possible to maximize concrete cover.
5. Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm) with a multi-meter. Connection is acceptable if DC resistance is less than 1 ohm

END OF SECTION 020010

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SECTION 025130 - GENERAL CONCRETE SURFACE PREPARATION

PART 1 - GENERAL

1.1 DEFINITIONS

A. **DELAMINATIONS**: Fracture planes, "internal cracks," within concrete. Typically these fractures are parallel to the member face and vary in depth.

B. **NEAR-VERTICAL CHIPPED EDGES:** Provide an edge dressed to within 20º of perpendicular of finished surface.

C. **SPALLS:** Potholes, cavities or voids in floor slabs, beams, columns, and walls. Usually result of delamination migrating to face of concrete member. When fracture finally reaches surface, concrete encompassed by delamination breaks away, resulting in spall.

D. **UNSOUND CONCRETE:** Concrete exhibiting one or more of:

1. Incipient fractures present beneath existing delaminated or spalled surfaces.
2. Honeycombing.
3. Friable or punky areas.
4. Deterioration from freeze-thaw action.

E. **SCALING:** Deterioration which attacks mortar fraction (paste) of concrete mix. First appears as minor flaking and disintegration of concrete surface. Scaling eventually progresses deeper into concrete, exposing aggregate which breaks away. Concrete scaling is caused by freeze-thaw action. If concrete is frozen in saturated state, excess water freezing in concrete causes high internal stresses.

F. **SHOTBLASTING:** Scarification of concrete surfaces using an abraded metal shot-rebound. See Corps of Engineer's Manual EM 1110-2-2002 and the National Cooperative Highway Research Program's Report #99 for a more detailed definition.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 025130

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SECTION 025140 - SURFACE PREPARATION FOR PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes the provision of all labor, materials, equipment, supervision and incidentals necessary to locate and remove all delaminated and unsound concrete, all existing failed patches, all existing surface spalls and potholes, and preparation of cavities created by removal to receive concrete patching material.

B. This Section includes the provision of all labor, materials, equipment, supervision and incidentals necessary to prepare existing sound concrete slab surfaces to receive bonded concrete overlay.

C. Related Sections: Following Sections contain requirements that relate to this Section:

1. Division 03 Section “Cast-in-Place Concrete – Restoration”

1.3 REFERENCES

A. "Specifications for Structural Concrete for Buildings" (ACI 301) by American Concrete Institute, herein referred to as ACI 301, is included in total as specification for this structure except as otherwise specified herein.

B. Comply with provisions of following codes, specifications and standards except where more stringent requirements are shown on Drawings or specified herein:

1. ” Concrete Repair Guide” (ACI 546R-04)

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

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3.1 INSPECTION

A. Floor Slabs:

1. Floor slab delaminations: locate by sounding surface with hammer, rod, or chain drag.
2. When delaminated area is struck, distinct hollow sound is heard.
3. Contractor: sound all designated floors for delaminations.
4. Certain structural systems that contain thin slab thicknesses with Welded Wire Reinforcement or other small diameter reinforcing, such as waffle slab or precast tees, may have significant deterioration without evidence of delaminations. These structural systems require qualified personnel to provide additional inspections, primarily visual in nature, to define the extent of deterioration.
5. Contractor: Visually inspect thin slab thicknesses with small diameter reinforcing for deterioration.

B. Vertical and Overhead Surfaces:

1. Vertical and overhead surface delaminations: locate by sounding appropriate member with hammer or rod.
2. Cracks, usually horizontal in orientation along beam faces, and vertical in orientation near column corners are indicators of delaminated concrete.
3. Contractor: sound only vertical and overhead surfaces that show evidence of cracking and/or salt and water staining.

C. Delaminated areas, once located by Contractor, shall be further sounded to define limits. Mark limits with chalk or paint.

D. Contractor: locate spalls by visual inspection and mark boundaries with chalk or paint after sounding surface.

E. Engineer/Architect will define and mark additional unsound concrete areas for removal, if required.

F. Areas to be removed shall be as straight and rectangular as practical to encompass repair and provide neat patch.

G. Contractor: Locate and determine depth of all embedded REINFORCEMENT, POST-TENSIONING TENDONS, and ELECTRICAL CONDUIT in repair area and mark these locations for reference during concrete removal. Do **NOT** nick or cut any embeds unless approved by Engineer/Architect.

H. For overlay installation, boundaries of overlay areas will be as defined in project drawings and verified by Engineer/Architect.

3.2 PREPARATION

A. Temporary shoring may be required at concrete floor repair areas exceeding 5 sq ft and at any beam, joist, or column repair. Contractor: Review all marked removal and

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preparation areas and request clarification by Engineer/Architect of shoring requirements in questionable areas. Shores shall be in place prior to concrete removal and cavity preparation in any area requiring shores.

B. Delaminated, spalled and unsound concrete floor areas: mark boundaries. All concrete shall be removed from within marked boundary to minimum depth of 0.75 in. using 15 to 30 lb chipping hammers equipped with chisel point bits. When directed by Engineer/Architect, chipping hammers less than 15 lb shall be used to minimize damage to sound concrete. Near vertical chipped edge shall be provided along perimeter of repair area where shown on drawings. Areas to be removed shall encompass repair and provide uniform cavity surface. If delaminations exist beyond minimum removal depth, chipping shall continue until all unsound and delaminated concrete has been removed from cavity.

C. Where embedded reinforcement or electrical conduit is exposed by concrete removal, exercise extra caution to avoid damaging it during removal of unsound concrete. If bond between exposed embedded reinforcement and adjacent concrete is impaired by Contractor's removal operations, Contractor shall perform additional removal around and beyond perimeter of reinforcement for minimum of 0.75 in. along entire length affected at no cost to Owner.

D. If rust is present on embedded reinforcement where it enters sound concrete, additional removal of concrete along and beneath reinforcement required. Additional removal shall continue until non-rusted reinforcement is exposed, or may be terminated as Engineer/Architect directs.

E. Sawcut patch and overlay boundaries to depth of 0.75 in. into floor slab, unless otherwise noted. No sawcutting required at overlay boundaries abutting existing vertical surface (wall, beam, curb, etc.).For vertical and overhead surfaces marked boundary may be sawcut, ground or chipped to depth of 0.5 in. to 0.625 in. into existing concrete, measured from original surface. All edges shall be straight and patch areas square or rectangular-shaped. Diamond blade saw or grinder with abrasive disk suitable for cutting concrete is acceptable for performing work. Edge cut at boundary shall be dressed perpendicular to member face. It shall also be of uniform depth, for entire length of cut. Exercise extra caution during sawcutting to avoid damaging existing reinforcement (ESPECIALLY POST-TENSIONING TENDONS AND SHEATHING) and electrical conduit and any other embedded items near surface of concrete. Any damage to existing reinforcement, post-tensioning tendons or sheathing during removals shall be repaired by Contractor with Engineer/Architect-approved methods at no additional cost to Owner.

F. All sound surfaces (surfaces not requiring spall or delamination repair as previously discussed in this section) to receive overlay shall be heavy abrasive blasted or heavy shotblasted prior to overlay placement, to produce a final concrete surface profile matching ICRI CSP.

3.3 INSPECTION OF REPAIR PREPARATION

A. After removals are complete, but prior to final cleaning, exposed concrete surfaces and exposed reinforcement shall be inspected by Contractor and verified by

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Engineer/Architect for compliance with requirements of this Section. Where Engineer/Architect finds unsatisfactory surface or cavity preparation, Engineer/ Architect shall direct Contractor to perform additional removals. Engineer/Architect shall verify areas after additional removals.

B. Contractor shall inspect embedded reinforcement and conduits exposed within cavity for defects due to corrosion or damage resulting from removal operations. Contractor shall notify Engineer/Architect of all defective and damaged reinforcement or conduits. Replacement of damaged or defective reinforcement or conduits shall be performed according to this Section and as directed by Engineer/Architect.

C. After inspections of exposed surfaces and reinforcement are complete, Engineer/ Architect and Contractor shall measure and document removal and replacement quantities for payment, as required.

3.4 REINFORCEMENT AND EMBEDDED MATERIALS IN REPAIR AREAS

A. All embedded reinforcement exposed during surface preparation that has lost more than **15**% (**10**% if 2 or more consecutive parallel bars and/or tendons are affected) of original cross-section due to corrosion shall be considered DEFECTIVE. All non-defective exposed reinforcement that has lost section to extent specified above as direct result of Contractor's removal operations shall be considered DAMAGED.

B. **Embedded materials** including, but not limited to, electrical conduit, corrosion protection systems and snow/ice melting equipment **shall be protected by Contractor** during removal operations. **Damage due to removal operations shall be repaired by Contractor in accordance with national code requirements at no cost to Owner.** Embedded materials which are defective due to pre-existing conditions may be repaired or replaced by Contractor or abandoned at Owner's option and cost.

C. Supplement defective or damaged embedded reinforcement by addition of reinforcement of equal diameter with Class "B" minimum splice per ACI 318 beyond damaged portion of reinforcement. Secure new reinforcement to existing reinforcement with wire ties and/or approved anchors. Supplemental reinforcement shall be ASTM A615 Grade 60 steel installed in accordance with Division 03 specification Sections. Tendon supplement or repair materials, when applicable, shall be as required by Section "Work Items."

D. Loose and supplemental reinforcement exposed during surface preparation shall be securely anchored prior to concrete placement. Loose reinforcement shall be adequately secured by wire ties to bonded reinforcement or shall have drilled-in anchors installed to original concrete substrate. Drilled-in anchors shall be Powers “Tie-Wire Lok-Bolt” anchors, ITW Ramset/Red Head “TW-1400” anchor, or approved equivalent. Supplemental reinforcing needed to be held off substrate shall be adequately secured by drilled-in anchors installed to original concrete substrate with Powers “Tie-Wire Spike”, ITW Ramset/Red Head Redi-Drive “TD4-112” anchors, or approved equivalent. Engineer/Architect will determine adequacy of wire ties and approve other anchoring devices prior to their use. Securing loose and supplemental reinforcement is incidental to surface preparation and no extras will be allowed for this Work.

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E. Concrete shall be removed to provide minimum of 3/4 in. clearance on all sides of defective or damaged exposed embedded reinforcement that is left in place. Minimum of 1.5-in. concrete cover shall be provided over all new and existing reinforcement. Concrete cover over reinforcement may be reduced to 1 in. with Engineer/Architect's approval if coated with an approved epoxy resin.

F. Supplemental reinforcement and concrete removals required for repairs of defective or damaged reinforcement shall be paid for as follows:

1. Concrete removals and supplemental reinforcement required for repairs of DEFECTIVE reinforcement shall be paid for by Owner at unit price bid.
2. Concrete removals and supplemental reinforcement required for repairs of DAMAGED reinforcement shall be paid for by Contractor.

3.5 CLEANING OF REINFORCEMENT WITH DELAMINATION AND SPALL CAVITIES

A. All exposed steel shall be cleaned of rust to bare metal by sandblasting. Cleaning shall be completed immediately before concrete placement to insure that base metal is not exposed to elements and further rusting for extended periods of time. Entire bar diameter is to be cleaned.

B. After all sandblasting operations and cleanup are completed, paint all exposed steel with an approved epoxy. Protect prepared surfaces from damage prior to and during concrete placement.

3.6 PREPARATION OF CAVITY FOR PATCH PLACEMENT

A. Floor slab and cavity surfaces will be examined prior to commencement of concrete placement operations. Sounding surface shall be part of examination. Any delamination noted during sounding shall be removed as specified in this Section.

B. Cavities prepared by chipping or other impact methods shall be sandblasted to remove material that may impair concrete bonding. Sound concrete surfaces shall be prepared by shotblasting as previously specified in this section. Airblasting is required as final step to remove all debris including sand and dust. All debris shall be removed from site prior to commencement of concrete placement, bonding agent preparation, etc. as specified in Division 03 Sections.

END OF SECTION 025140

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SECTION 032117 – GALVANIC ANODES CORROSION PROTECTION SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes furnishing all labor, tools, materials, equipment and services necessary to properly install embedded galvanic anodes.

B. Embedded galvanic anodes are designed to provide localized corrosion protection to mild steel reinforcement that is located within a partial or full depth concrete repair. Place at 24 inches maximum on center along the perimeter of concrete patches or interface between new and existing concrete, galvanic anodes help control active corrosion and mitigate formation of new corrosion sites.

C. Related Section: Following Sections contain requirements that relate to this Section:

1. Division 02 Section "General Concrete Surface Preparation."
2. Division 02 Section "Surface Preparation for Patching."
3. Division 03 Section "Cast-In-Place Concrete."
4. Division 03 Section "Prepackaged Repair Mortar."

1.3 QUALITY ASSURANCE

A. The contractor shall provide submittals confirming the chloride penetration resistance of the repair material by an independent testing laboratory prior to beginning work.

1. Concrete repair material shall have a Rapid Chloride Penetration Resistance (ASTM C1202) above 1350 Coulombs or Bulk Electrical Resistivity (ASTM C1760) below 15,000 Ohm-cm as measured after 28-day wet-cure.

B. Embedded galvanic anodes shall utilize chemical enhancement to keep the zinc active over the anode design life. Alkali-activated anodes shall have a pH of 14 or greater.

C. Insulating materials such as epoxy bonding agents shall not be used in any patch or concrete placement protected by galvanic anodes.

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D. Testing Agency:

1. Independent testing laboratory provided by Contractor and acceptable to Engineer/Architect.
2. Testing laboratory shall submit documented proof of ability to perform required tests.
3. Testing Agency is responsible for conducting, monitoring and reporting results of all tests required under this Section. Testing Agency has authority to reject material not meeting Specifications.
4. Testing of repair locations shall be performed by testing agency representatives that are NACE certified to CP2, CP3 or CP4.
5. Testing Agency shall submit the following information for Field Testing of Material unless modified in writing by Engineer/Architect:

    a. Project name and location.
    b. Contractor's name.
    c. Testing Agency's name, address and phone number.
    d. Anode manufacturer.
    e. Date of report.
    f. Testing Agency technician's name.
    g. Placement location within structure.
    h. Weather data:

        1) Air temperatures.
        2) Weather.
        3) Wind speed.

    i. Date, time, and place of test.
    j. Related test data as required in Section “Field Quality Control by Testing Agency.”

1.4 REFERENCES

A. Comply with provisions of following codes, specifications and standards except where more stringent requirements are shown on Drawings or specified herein:

1. ACI/ICRI: Concrete Repair Manual.
2. ACI Guideline No. 222R: – Corrosion of Metals in Concrete
3. ACI 562: Code Requirements for Evaluation, Repair and Rehabilitation of Concrete Buildings.
4. ACI RAP-8: Repair Application Procedure: Installation of Embedded Galvanic Anodes
5. ICRI Guideline 310.1R: Guide for Surface Preparation for the Repair of Deteriorated Concrete resulting from Reinforcing Steel Corrosion.
6. ASTM A615/A615M: Standard Specification for Deformed and Plain Carbon-Steel Bar for Concrete Reinforcement.
7. ASTM A82: Specification for Plain Steel Wire for Concrete Reinforcement.
8. ASTM B6-09 - Standard Specification for Zinc.

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9. ASTM B418: Standard Specification for Cast and Wrought Galvanic Zinc Anodes.
10. ASTM C1202: Standard Test Method for an Electrical Indication of Concrete Ability to Resist Chloride Ion Penetration,
11. ASTM C1760: Standard Test Method for Bulk Electrical Conductivity of Hardened Concrete."

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials to site in original, unopened containers, bearing following information:

1. Name of product.
2. Name of manufacturer.
3. Batch number
4. Date of manufacture

B. Store materials in unopened boxes in dry conditions and protect from extremes in temperature and humidity. Replace packages or materials showing any signs of damage with new material at no additional cost to Owner.

1.6 WARRANTY

A. System manufacturer and Contractor shall furnish Owner written single source performance guarantee that the embedded galvanic anodes will remain electrochemically active, producing galvanic current and provide corrosion protection for a period of ten years starting from the date of substantial completion of the project.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Embedded galvanic anodes shall utilize zinc in compliance in compliance with ASTM B418 Type II (Z13000) and ASTM B6 Special High Grade (Z13001) with iron content less than 15 ppm.

B. Embedded galvanic anodes shall be pre-manufactured and contain sufficient quantity of metallic zinc to mitigate corrosion for a period of ten (10) years. Minimum amount of zinc shall be at least 100 grams. Amount of zinc shall be at least 200% of amount needed to satisfy anticipated service life based on electrochemical theory (Faraday's Law) and based on currents that are expected to flow in anodes. Zinc shall be cast around steel tie wires to provide a durable zinc / steel connection as per NACE practice. Anodes shall be supplied with integral unspliced tie wires for direct connection to reinforcing steel.

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C. Embedded galvanic anodes shall be evaluated and certified by an independent organization.

D. Embedded galvanic anodes shall have verifiable record with a minimum of 5 projects of similar size showing minimum five years satisfactory performance in similar field environment. Records shall demonstrate satisfactory flow of protective current throughout three-year period; including at least 0.2 mA after 1 year, and at least 0.1 mA after 3 years. Significant cathodic polarization of surrounding reinforcing steel shall be documented throughout this period.

E. Repair mortars and concrete shall be Portland cement-based materials with volumetric resistivity below 15,000 ohm-cm, as measured after 28-day wet cure and in saturated condition. Contractor shall provide submittals confirming the resistivity of repair materials prior to beginning work. Non-conductive repair materials such as epoxy, urethane, or magnesium phosphate shall not be permitted.

F. Deformed bars for reinforcement shall be hot-rolled steel in accordance with ASTM A615/A615M-00, Grade 60 (Grade 400).

G. Deliver, store, and handle all materials in accordance with manufacturer's instructions.

H. Acceptable Products (Minimum Zinc Content 100 grams) are as follows:

1. Alkali Activated Embedded Galvanic Anodes:

a. "Galvashield XP2 or XP4," by Sika Corporation, Lyndhurst, NJ or by Vector Corrosion Technologies, Winnipeg Canada.

PART 3 - EXECUTION

3.1 CONCRETE REMOVAL AND PREPARATION

A. Concrete removal, preparation of the concrete surface for patching shall be conducted under appropriate concrete partial or full depth repair work item and according to Section "Surface Preparation for Patching."

B. Remove loose or delaminated concrete.

C. Undercut all exposed reinforcing by removing concrete from the full circumference of the steel. The minimum clearance between the concrete substrate and reinforcing steel shall be 0.75 in or 0.25 in larger than the top size aggregate in the repair material, whichever is greater.

D. Concrete removal shall continue along the reinforcing steel until there are no visible signs of corrosion.

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3.2 CLEANING AND REPAIR OF REINFORCING STEEL

A. Clean exposed reinforcing steel of rust, mortar, etc. to provide sufficient electrical connection prior to installation of anodes.

B. Secure loose reinforcing steel by tying tightly to other bars with steel tie wire. Newly secured reinforcing steel shall be tested to insure electrical continuity according to Section “Galvanic Anode Installation: Electrical Continuity” below.

3.3 GALVANIC ANODE INSTALLATION

A. Galvanic anodes shall be installed along perimeter of repair or interface with spacing as indicated in Project Documents and in accordance with manufacturer recommendations.

1. In no case shall distance between anodes exceed 24 inches.
2. Handle and install anodes in accordance with manufacturer’s written instructions.
3. Provide sufficient clearance between anodes and substrate to allow repair material to encase anode.
4. Install galvanic anodes immediately following preparation and cleaning of steel reinforcement.
5. Galvanic anodes shall be installed to provide minimum 2-inch concrete cover over the anodes. If less than 2 inches of concrete cover is expected, place anode behind bar and secure to clean reinforcing steel.
6. Secure galvanic anodes within 4 inches of patch edge using anode tie wires, preferably Tie wires shall be wrapped at least one full turn in opposite directions around cleaned reinforcing steel and twisted tight to allow little or no free movement. Anode may be tied to a single bar or may be placed at an intersection between two bars and secured to each clean bar.

B. Electrical Continuity

1. At all anode locations, Contractor to confirm and report electrical continuity between anode tie wire and reinforcing steel and between exposed reinforcing steel within the repair area by using a multi-meter on the lowest DC mV scale. Electrical continuity is acceptable if the DC mV difference between test points is equal to or less than 1 mV. Document testing and submit in accordance with Section “Submittals.”
2. If electrical continuity does not exist between anode unit and reinforcing steel, remove the anode, clean the steel, reinstall the anode and retest. If electrical continuity does not exist between reinforcing steel within the repair area, connect discontinuous steel to continuous steel by wrapping tightly with steel tie wire to provide electrical continuity.

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3.4 CONCRETE REPLACEMENT

A. Provide bridging mortar completing surrounding anode and forming a connection to patch perimeter.

B. Complete repair in accordance with appropriate work item.

C. Do not damage the anode during concrete replacement or allow anode to be soaked with water greater than 20 minutes.

3.5 FIELD QUALITY CONTROL BY TESTING AGENCY

A. Field Observations.

1. Presence of insulating materials.
2. Confirmation of material type installed.
3. Confirmation of material spacing and attachment.
4. Confirmation of material installation in accordance to manufacturer requirements. and as indicated in Contract Documents.
5. Confirm continuity of at least 10 anode locations and up to 5% of repair quantity identified by the Contractor as ready for concrete placement.

END OF SECTION 032117

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SECTION 033021 - CAST-IN-PLACE CONCRETE RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.

B. Work in other Sections related to Cast-in-Place Concrete:
1. Division 02 Section "Surface Preparation for Patching."
2. Division 03 Section "Galvanic Anode Corrosion Protection."
3. Division 03 Section "Epoxy Injection Systems."
4. Division 09 Section "Pavement Marking."

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

A. General: In addition to the following, comply with submittal requirements in ACI 301.

B. Product Data: For each type of manufactured material and product indicated.

C. Design Mixes: For each concrete mix. Use form at end of this Section.

D. Testing Agency: Promptly report all field concrete test results to Engineer, Contractor and Concrete Supplier.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

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B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

C. Source Limitations: Obtain each type of cement of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.

D. Comply with ACI 301, "Specification for Structural Concrete," including the following, unless modified by the requirements of the Contract Documents.

1. General requirements, including submittals, quality assurance, acceptance of structure, and protection of in-place concrete.
2. Formwork and form accessories.
3. Steel reinforcement and supports.
4. Concrete mixtures.
5. Handling, placing, and constructing concrete.

E. Testing Agency Qualifications:

1. Independent agency acceptable to engineer, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

F. Testing Agency is responsible for conducting, monitoring and reporting results of all tests required under this Section. Testing Agency shall immediately report test results showing properties that do not conform to Project Specification requirements to Contractor’s authorized on-site representative and to Owner’s authorized on-site representative.

G. Testing Agency: Submit following Field Test information for Project Concrete unless modified in writing by Engineer:

1. Project name and location.
2. Contractor’s name.
3. Testing Agency’s name, address, and phone number.
4. Concrete supplier.
5. Date of report.
6. Testing Agency technician’s name (sampling and testing).
7. Placement location within structure.
8. Time of batching.
9. Time of testing.
10. Elapsed time from batching at plant to discharge from truck at site.
11. Concrete mixture identification number.
12. Weather data:

    a. Air temperatures.
    b. Weather.

13. Field test data:

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a. Date, time and place of test.
b. Slump.
c. Concrete Temperature.
d. Slump flow (for SCC).
e. Air content.

14. Compressive test data:

a. Cylinder number.
b. Age of concrete when tested.
c. Date and time of cylinder test.
d. Curing time (field and lab).
e. Cross-sectional area of cylinder.
f. Compressive strength.
g. Type of failure (at break).

1.6 REFERENCES

A. American Concrete Institute (ACI):

1. ACI 117, “Standard Specifications for Tolerances for Concrete Construction and Materials.”
2. ACI 214R, “Evaluation of Strength Test Results of Concrete.”
3. ACI 301, “Specifications for Structural Concrete.”
4. ACI 302.1R, “Guide for Concrete Floor and Slab Construction.”
5. ACI 305R, “Hot Weather Concreting.”
6. ACI 306.1, “Cold Weather Concreting.”
7. ACI 308R, “Guide to Curing Concrete.”
8. ACI 308.1, “Standard Specifications for Curing Concrete.”
9. ACI 318, “Building Code Requirements for Structural Concrete & Commentary.”
10. ACI 347, “Guide to Formwork for Concrete.”
11. ACI 347.2 “Guide to Shoring/Reshoring of Concrete Multistory Buildings.”

B. American Society for Testing and Materials (ASTM):

1. ASTM A 36, “Standard Specification for Carbon Structural Steel.”
2. ASTM A 615, “Standard Specification for Deformed and Plain Carbon -Steel Bars for Concrete Reinforcement.”
3. ASTM A 706, “Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.”
4. ASTM A 775, “Standard Specification for Epoxy-Coated Steel Reinforcing Bars.”
5. ASTM A 884, “Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement for Reinforcement.”
6. ASTM A1064, “Standard Specification for Carbon-Steel Wire and Welded Wire Steel Reinforcement, Plain and Deformed, for concrete.”
7. ASTM C 31, “Standard Practice for Making and Curing Concrete Test Specimens in the Field.”
8. ASTM C 33, “Standard Specification for Concrete Aggregates.”

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9. ASTM C 39, “Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.”
10. ASTM C 94, “Standard Specification for Ready-Mixed Concrete.”
11. ASTM C 138, “Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.”
12. ASTM C 143, “Standard Test Method for Slump of Hydraulic Cement Concrete.”
13. ASTM C 150, “Standard Specification for Portland Cement.”
14. ASTM C 171, “Standard Specification for Sheet Materials for Curing Concrete.”
15. ASTM C 172, “Standard Practice for Sampling Freshly Mixed Concrete.”
16. ASTM C 173, “Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.”
17. ASTM C 231, “Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.”
18. ASTM C 260, “Standard Specification for Air-Entraining Admixtures for Concrete.”
19. ASTM C 309, “Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.”
20. ASTM C 494, “Standard Specifications for Chemical Admixtures for Concrete.”
21. ASTM C 567, “Standard Test Method for Determining the Density of Structural Lightweight Concrete.”
22. ASTM C 618, “Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.”
23. ASTM C 989, “Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.”
24. ASTM C 1218, “Standard Test Method for Water Soluble Chloride Ion in Mortar and Concrete.”
25. ASTM C 1315, “Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.”
26. ASTM C 1611/C 1611M, “Standard Test Method for Slump Flow of Self-Consolidating Concrete.”

PART 2 - PRODUCTS

2.1 FORMWORK

A. Furnish formwork and form accessories according to ACI 301, ACI 347, and ACI 347.2.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M or ASTM A 706, Grade 60 (Grade 420), deformed.

B. Plain-Steel Welded Wire Fabric: ASTM A 1064, fabricated from as-drawn steel wire into flat sheets, mats only. Roll stock prohibited.

C. Provide bar supports according to CRSI’s “Manual of Standard Practice.” Use all-plastic bar supports when in contact with exposed concrete surface.

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2.3 CONCRETE MATERIALS

A. Ready Mixed Concrete: Obtain concrete from plant with current certification from:

1. National Ready Mixed Concrete Association.

B. Portland Cement: ASTM C 150, Types I or II or Type I/II.

C. Fly Ash: ASTM C618, Class C or Class F.

D. Normal-Weight Coarse Aggregate: ASTM C 33, Crushed and graded limestone or approved equivalent, Class 5S uniformly graded, not exceeding **3/4-inch** nominal size. No cherts, opaline or crushed hydraulic-cement concrete is permitted.

1. Combine Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 sieve, and less than 8 percent may be retained on sieves finer that No. 50.

E. Water: Potable and complying with ASTM C 1602.

2.4 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain no more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures. Do not use admixtures containing calcium chloride.

B. General: Admixtures certified by manufacturer that all admixtures used are mutually compatible.

C. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing or high-range water reducing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use high-range water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs, fiber reinforced concrete, and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.45.
4. Use corrosion-inhibiting admixture in parking structure slabs and other areas noted on drawings.

D. Normal Water-Reducing Admixture: ASTM C 494, Type A.

1. Products: Subject to compliance with requirements, provide one of following:

a. “Eucon Series,” Euclid Chemical Co.

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b. "WRDA Series," W.R. Grace & Co.
c. "Master Pozzolith Series," or "Master PolyHeed Series," BASF Corporation.
d. "Plastocrete Series", Sika Corporation.

E. Mid-Range Water-Reducing Admixture: ASTM C 494, Type A.

1. Subject to compliance with requirements, provide one of following:

a. "Eucon MR" or "Eucon X-15 and X-20," Euclid Chemical Co.
b. "Daracem Series" or "MIRA Series," W.R. Grace & Co.
c. "Master Polyheed Series," BASF Corporation.
d. "Sikaplast Series" or "Plastocrete Series", Sika Corporation.
e. "Polychem 1000" or "KB Series," General Resource Technology.
f. "Finishease-NC," Russ Tech Admixtures, Inc.
g. "OptiFlo Series" or "EcoFlo Series," Premiere Concrete Admixtures.

F. High-Range, Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F.

1. Products: Subject to compliance with requirements, provide one of following:

a. "Eucon 37" or "Eucon SP-Series" or "Plastol Series," Euclid Chemical Co.
b. "Daracem Series" or "ADVA Series," W.R. Grace & Co.
c. "Master Rheobuild 1000", "PS 1466" or "Master Glenium Series," BASF Corporation.
d. "Sikament Series" or "Sika ViscoCrete Series," Sika Corporation.
e. "Melchem Series," General Resource Technology.
f. "Superflo 443" or "Superflo 2000 Series," Russ Tech Admixtures, Inc.
g. "EcoFlo Series" or "UltraFlo Series," Premiere Concrete Admixtures.

G. Water-Reducing and Retarding Admixture: ASTM C 494, Type B or D.

1. Products: Subject to compliance with requirements, provide one of following:

a. "Eucon Retarder-75", "Eucon DS" or "Eucon Stasis." Euclid Chemical Co.
b. "Daratard-17" or "Recover," W.R. Grace & Co.
c. "MasterSet R Series" or "MasterSet Delvo Series," BASF Corporation.
d. "Sikatard Series," or "Plastiment Series" or "Plastocrete Series," Sika Corporation.

H. Non-Chloride, Non-Corrosive Water-Reducing, Accelerating Admixture: ASTM C 494, Type C or E.

1. Products: Subject to compliance with requirements, provide one of following:

a. "Eucon AcN-Series," "Accelguard 80," "Accelguard NCA," or "Accelguard 90," by Euclid Chemical Company.
b. "DCI," "PolaraSet," "Lubricon NCA," "Daraset" or "Gilco," by W.R. Grace & Co.
c. "MasterSet FP 20" or "MasterSet AC 534," by BASF Corporation.

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d. "Sika Set NC," "Plastocrete 161FL", or "Sika Rapid-1," by Sika Corporation.
e. "Catexol 2000 RHE," by Axim Concrete Technologies.

I. Corrosion Inhibiting Admixture shall be capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Eucon CIA" or "Eucon BCN," Euclid Chemical Company.
b. "DCI" or "DCI-S," W.R. Grace.
c. "MasterLife CI 30," BASF Corporation.
d. "Sika CNI," Sika Corporation.
e. "Catexol 1000 CN-CI," Axim Concrete Technologies.
f. "Polychem CI," General Resource Technology.
g. "Russ Tech RCI," Russ Tech Admixtures, Inc.

2.5 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. Evaporation Retarder:

a. AquaFilm J74 by Dayton Superior Corporation, Miamisburg, OH
b. Eucobar; Euclid Chemical Co.
c. E-Con; L&M Construction Chemicals, Inc.
d. MasterKure ER 50; BASF Corporation.
e. SikaFilm; Sika Corporation.
f. Sure-Film (J-74); Dayton Superior Corporation.
g. "EVRT", Russ Tech Admixtures, Inc.
h. "Barrier," Premiere Concrete Solutions.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry. Materials must be free of harmful substances, such as sugar or fertilizer, or substances that may discolor the concrete. To remove soluble substances, burlap should be thoroughly rinsed in water before placing it on the concrete.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

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2.6 CONCRETE MIXTURES

A. Proportion mixtures determined by either laboratory trial mix or field test data bases, as follows:

1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
2. Proportion lightweight structural concrete according to ACI 211.2 and ACI 301.
3. Provide different mixtures as the season warrants, as well as each type and strength of concrete or for different placing methods.

B. Use a qualified independent testing agency for preparing and reporting proposed Mixture Proportions for the laboratory trial mix basis.

C. Requirements for normal-weight concrete mix are shown on Drawings:

1. Compressive strength
2. Slump
3. Water-cementitious materials ratio

D. Alkali-Aggregate Reactivity Resistance: Provide one of the following:

1. Total equivalent alkali content of mixture less than 5 lb. /cu. yd.
2. ASTM C1293: Expansion less than 0.04 % after 1 year for each of the aggregates (both coarse and fine) in the proposed concrete mixture. This data shall be less than 1 year old.
3. ASTM C1260 or AASHTO T303: Expansion less than 0.1 % after 14 days for each of the aggregates (both coarse and fine) in the proposed concrete mixture.
4. ASTM C1567: Expansion less than 0.1 % after 14 days with each of the aggregates (both coarse and fine) and the supplementary cementing materials (both source and quantity) of the proposed concrete mixture design. Alternatively, if satisfactory ASTM C1260 or AASHTO T303 test results can be provided for one of the aggregates that are being used, ASTM C1567 testing does not need to be provided for that aggregate.
5. CE CRD-C662: Expansion less than 0.1 % after 28 days with the each of the aggregates (both coarse and fine), the supplementary cementing materials (both source and quantity) of the proposed concrete mixture design and the lithium admixture source and dosage level of the proposed mixture design. Alternatively, if satisfactory ASTM C1260 or AASHTO T303 test results can be provided for one of the aggregates that are being used, CRD-C662 testing does not need to be provided for that aggregate.

E. Admixtures: Use admixtures according to manufacturer's written instructions.
1. Consider using water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
2. Use high range water-reducing admixture in pumped concrete, concrete for parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio of 0.45 or less. Use normal or mid-range water reducing admixture for concrete with water-cementitious materials ratio greater than 0.45.
3. Use corrosion-inhibiting admixture in concrete mixes where indicated.

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F. Slump (ACI 301, Part 4 header “Slump”):

1. Maximum slump for concrete is indicated on Drawings. Where field conditions require slump to exceed that shown, increased slump shall be obtained by use of high range water reducers (superplasticizers) only, and Contractor shall obtain written acceptance from Engineer who may require an adjustment to mix.
2. All concrete containing high-range water-reducing admixture (superplasticizer) shall have a verified initial slump of 2– 3 in. Final slump after the addition of the superplasticizer shall be 6–9 in. as required by the contractor to properly place the concrete. Before permission for plant addition of superplasticizer to be granted by Engineer, fulfill following requirements:

    a. Submit letter from testing laboratory which developed original mixture proportions, for each super plasticized mixture, certifying volume of mix water which will produce specified slump and water/cement ratio, taking into account aggregate moisture content.
    b. Submit plant computer printout of mixture ingredients for each truckload of super plasticized concrete with delivery of that truckload. Mix water volume greater than that certified shall be cause for concrete rejection.
    c. Over-retarding or crusting of flatwork surface: cause for concrete rejection.
    d. Segregation or rapid slump loss (superplasticizer life) due to incompatibility or under-dosing: cause for concrete rejection.

G. Engineer’s acceptance of mixture proportions shall not relieve Contractor from responsibility for any variation from requirements of Contract Documents unless Contractor has in writing called Engineer’s attention to each such variation at time of submission and Engineer has given written approval of each such variation.

H. Adjustment to Concrete Mixtures: Adjustments to mixture proportions may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by Engineer. Laboratory test data for revised mixture and strength results shall be submitted to and accepted by Engineer before using in work.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch plant-printed ticket information at delivery to site.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Provide plant-printed batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mixture identification number, date, time of batching, mixing time, quantity and details of materials, amount of water introduced and water permitted by plant to be added, if any.

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C. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

2.8 MATERIAL ACCESSORIES

A. For mechanical tension splices of reinforcement:

1. All splices to develop 125 percent of specified yield strength of bars, or of smaller bar in transition splices. Acceptable products:

a. Bar-Lock Rebar Coupler, by Dayton Superior.
b. Bar-Grip or Grip-Twist, by Barsplice Products, Inc.
c. Extender HRC 500 Series Coupler, by Headed Reinforcement Corp.
d. Splice Sleeve, by NMB.
e. LENTON Splices, by Erico.

B. Compression splices: Mechanically coupled splices in accordance with ACI 318, Chapter 12.

2.9 TOOLS

A. Slab Jointing

1. Concrete groovers: For tooled joints in concrete:

a. For concrete not exceeding 4 in. thickness, use groover with 1 in. deep v-cut bit, 0.5 in. surface width and 3/16 in. to 1/4 in. edge radius.
b. For concrete exceeding 4 in. thickness, use groover with 1.5 in. deep v-cut bit, 0.5 in. surface width and 3/16 in. to 1/4 in. edge radius.

2. Saw Cut Joints:

a. Acceptable tool: “Soff-Cut Saw Model 310” or “Model G2000,” Soff-Cut International, Corona, CA.

1) Cut joint as soon as concrete will support weight of operator and saw without deforming.

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2) Joint shall be 1 in. deep for concrete thickness of 4 in. or less. Joint shall be 1.5 in. deep for concrete exceeding 4 in. thickness. Do not cut reinforcement.
3) Extend joint to adjacent vertical surface within 30 minutes of cutting.
4) Retool or grind saw cut joint before installing sealant to provide equivalent dimensions, shape and volume as joint obtained by tooled joint. Surface width shall be 0.5 in. with 3/16 to 1/4 in. edge radius.

B. All joints subject to acceptance by sealant installer. Concrete contractor to rework rejected joints until acceptable to sealant installer.

PART 3 - EXECUTION

3.1 PRECONSTRUCTION MEETING

A. Conduct a preconstruction meeting addressing the concrete preparation, installation, protection, quality control, and acceptance of Work.

3.2 FORMWORK

A. Design, construct, erect, shore, brace, and maintain formwork according to ACI 301 and ACI 347.

3.3 STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Locate and install so as not to impair strength or appearance of concrete, at locations indicated or as approved by Engineer.

C. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint filler full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

3.5 CONCRETE PLACEMENT

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A. Comply with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

B. Do not add water to concrete during delivery, at Project site, or during placement.

C. Consolidate concrete with mechanical vibrating equipment.

D. Cold Weather Placement: Comply with ACI 306.1.

E. Hot Weather Placement: Comply with ACI 305 R.

3.6 FINISHING FORMED SURFACE.

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch (6 mm) in height rubbed down or chipped off.

1. Apply to concrete surfaces not exposed to public view.

B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.7 FINISHING FLOORS AND SLABS

A. Flatwork in Horizontal Areas (BROOM Finish, ACI 301, Section 5 header “Broom or Belt Finish”:

1. Bullfloat immediately after screeding. Complete before any excess moisture or bleed water is present on surface (ACI 302.1R, Article 8.3.3). The use of power trowels is discouraged; however, if they are used the following applies:

   a. Use minimal passes so as to not overwork the concrete.
   b. At the contractor’s expense a petrographic analysis will be required in each area where a power trowel is used to verify the air content at the slab surface is within specified limits.

2. After excess moisture or bleed water has disappeared and concrete has stiffened sufficiently to allow operation, give slab surfaces coarse transverse scored texture by drawing broom across surface. Texture shall be as accepted by Engineer from sample panels.
3. Finish tolerance: ACI 301, Paragraph 5.3.4.2 and ACI 117, paragraph 4.5.7: The gap at any point between the straightedge and the floor (and between the high spots) shall not exceed 0.5 in. In addition, floor surface shall not vary more than plus or minus 0.75 in. from elevation noted on Drawings anywhere on floor surface.

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4. Finish all concrete slabs to proper elevations to ensure that all surface moisture will drain freely to floor drains, and that no puddle areas exist. Contractor shall bear cost of any corrections to provide for positive drainage.

B. Flatwork subject to pedestrian traffic:

1. Concrete surfaces at all walking areas subject to pedestrian traffic shall provide a smooth, slip resistant walking surface for pedestrians with these minimum requirements:

a. Shall provide walking surfaces in accordance with ASTM – F 1637 Standard Practice for Safe Walking Surfaces and “2010 ADA Standards for Accessible Design”.
b. Adjoining walkway surfaces shall be flush and meet the following minimum requirements:

1) Changes in level of less than ¼ inch in height may be without edge treatment as shown in ADA Figure 303.2 and on the Drawings.
2) Changes in Level between ¼ inch and ½ inch height shall be beveled with a slope no greater than 1:2 as shown in ADA Figure 303.3 and on the Drawings.
3) Changes in level greater than ½ inch in height are not permitted unless they can be transitioned by means of a ramp with minimum requirements shown on the Drawings.
4) Openings in floor or ground surfaces shall not allow passage of a sphere more than ½ inch diameter except as allowed for elevators and platform lifts as shown in ADA Figure 302.3 and on the Drawings.

c. Walkway surfaces shall provide a slip resistant surface.

1) Concrete surfaces shall be toweled and finished to provide a slip resistant finish.
2) Contractor shall provide sample area with slip resistant surface finish.
3) Static coefficient of friction for walking surfaces shall be measured on a dry surface by the NBS – Brungraber machine using a silastic sensor shoe and shall be 0.6 or larger for a level surface and 0.8 or larger for ramps.

3.8 TOLERANCES

A. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

3.9 CONCRETE PROTECTION AND CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305R for hot-weather protection during placement. Keep concrete continually moist prior to final

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curing by evaporation retarder, misting, sprinkling, or using absorptive mat or fabric covering kept continually moist.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.1 lb/sq. ft. x h before and during finishing operations. Apply material according to manufacturer's written instructions one or more times after placement, screeding and bull floating concrete, but prior to float finishing. Repeated applications are prohibited after float finishing has begun.

1. Acceptable evaporation retarder materials for this Work are:

   a. "Cimfilm", by Axim Concrete Technologies.
   b. "MasterKure ER 50," by BASF Corporation.
   c. "Aquafilm", by Conspec Marketing & Manufacturing Co., Inc.
   d. "Sure-Film (J-74)', by Dayton Superior Corporation.
   e. "Eucobar", or "Tamms Surface Retarder", by The Euclid Chemical Company, Cleveland, OH.
   f. "E-Con", by L&M Construction Chemicals, Inc.
   g. "EVRT", by Russ Tech Admixtures, Inc.
   h. "SikaFilm", by Sika Corporation, Lyndhurst, NJ.

C. Immediate upon conclusion of finishing operation cure concrete in accordance with ACI 308 for duration of at least seven days by moisture curing or moisture retaining covering. **Dissipating curing compounds complying with ASTM C309 may be used in accordance with recommendations of ACI 506.7, "Specification for Concrete."** Provide additional curing immediately following initial curing and before concrete has dried.

1. Continue method used in initial curing.
2. Material conforming to ASTM C171.
3. Other moisture retaining covering as approved by Engineer/Architect.
4. During initial and final curing periods maintain concrete above 50°.
5. Prevent rapid drying at end of curing period.

D. Dissipating Curing Compound [(VOC Compliant, less than 350 g/l)]: Comply with ASTM C 309, Type 1, Class A or B. Moisture loss shall be not more than 0.55 kg/m^2 when applied at 200 sq. ft/gal. Manufacturer's certification is required. Silicate based compounds are prohibited.

1. Subject to project requirements provide one of the following products:

   a. "Kurez DR VOX" or "Kurez RC," or "Kurez RC Off," The Euclid Chemical Company.
   b. "RxCure WB," or "RxCure VOC" or "W.B. Cure VOC," Conspec Marketing & Manufacturing.
   c. "MasterKure CC 200 WB" or "MasterKure CC 160 WB," BASF Corporation.

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2. Additional requirements:

    a. With product submittal provide plan and procedures for removal of residual curing compound prior to application of sealers, coatings, stains, pavement markings and other finishes.
    b. Provide a summary of testing to show adequate surface preparation for successful application of sealers, coatings, stains, pavement markings, and other finishes.

E. Curing Methods: Cure formed and non-formed concrete moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.10 FIELD QUALITY CONTROL

A. Testing Agency**: Contractor** shall engage a qualified independent testing and inspecting agency acceptable to the Engineer to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article. Perform tests according to ACI 301.

B. Sample concrete in accordance with ASTM C 172.

C. Temperature:

1. Test temperature of concrete in accordance with ASTM C 1064/C 1064M and ACI 301 each time cylinders are taken or as directed by the Engineer.

D. Slump Test:

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1. Conduct one slump test in accordance with ASTM C 143/C 143M per truck load of ready-mixed concrete delivered to Project at truck for superstructure concrete.
2. When high-range water-reducing admixture (superplasticizer) is used, initial slump must be verified by Testing Agency.

E. Water Content:

1. Water content or water-cementitious materials ratio shall be verified by use of the Microwave Test in accordance with AASHTO T 318.
2. Conduct test each time test cylinders are taken and as directed by Engineer.

F. Concrete Compressive Strength:

1. Make test cylinders in accordance with ASTM C 31 and test in accordance with ASTM C 39 as follows:

    a. Take minimum of three sets of cylinders for each 100 cu yds. or fraction thereof, of each Mixture of concrete placed in any one day.
    b. A set of cylinders shall be comprised of two 6 inch by 12 inch cylinders or three 4 inch by 8 inch cylinders.
    c. At Contractor's option and cost, cylinders may be taken to verify concrete strength prior to form removal.
    d. Testing Agency: Provide and maintain site cure box for cylinders.

2. Sample plastic concrete for testing at point of final placement, in accordance with ASTM C 172. Engineer will select sampling locations which may include points where plastic concrete has already been screeded and floated. Sample concrete for test cylinders to be used to verify concrete compressive strength for post-tensioning as near as possible to actual tendon anchorages.
3. Cover specimens properly, immediately after finishing. Protect outside surfaces of cardboard molds, if used, from contact with sources of water for first 24 hours after molding.
4. Cure test cylinders per ASTM C 31 as follows:

    a. To verify 28-day compressive strength:

        1) During first 24 hours after molding, store test specimens under conditions that maintain temperature immediately adjacent to specimens in range of 60 to 80 degrees F. and prevent loss of moisture from specimens.
        2) Remove test specimens from molds at end of 20 +/- 4 hours and store in moist condition at 73.4 +/- 3 degrees F. until moment of test. Laboratory moist rooms shall meet requirements of ASTM C 511.

5. Compression test for non-prestressed concrete:

    a. Test one set of cylinders at 7 days.
    b. Test one set of cylinders at 28 days.
    c. Test one set of cylinders at 56 days for concrete strength requirement of 7000 psi or greater.

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6. Hold one set of cylinders in reserve for use as Engineer directs.
7. Unless notified by Engineer, reserve cylinders may be discarded without being tested after 56 days.

G. Report all nonconforming test results to Engineer and others on distribution lists via fax or email. Follow up with colored paper copies to flag the non-conformances.

H. Monthly, submit a graph showing distribution of compressive strength test results and air content test results. Include microwave test results for concretes with a water cementitious ratio less than or equal to 0.40 concrete.

3.11 EVALUATION AND ACCEPTANCE OF WORK

A. Acceptance of Repairs (ACI 301):

1. Acceptance of completed concrete Work will be according to provisions of ACI 301.
2. Repair areas shall be sounded by Engineer and Contractor with hammer or rod after curing for 72 hours. Contractor shall repair all hollowness detected by removing and replacing patch or affected area at no extra cost to Owner.
3. If shrinkage cracks appear in repair area when initial curing period is completed, repair shall be considered defective, and it shall be removed and replaced by Contractor at no extra cost.

3.12 CONCRETE MIX DESIGN FORM

A. See appendix to this Section for concrete mix design form.

END OF SECTION 033021

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APPENDIX: Concrete Mix Design Submittal Form

I. GENERAL INFORMATION	
Project:	City:
General Contractor:	
Concrete Supplier:	
Mixture Identification No.:	Concrete Grade:
Use (Describe)[1]:	

[1] example: floor slabs, topping, columns, etc.

II. MIXTURE PROPORTIONING DATA		
Proportioning Based on (Check only one): Standard Deviation Analysis: _____ or Trial Mix Test Data: _____		
Mixture Characteristics: (see Mixtures in Drawings General Notes)	Density: pcf;	Air: % specified
	Slump ____ in. before superplasticizer	Slump ____ in. after superplasticizer Or for SCC: Spread ____ in.
	Strength: _____ psi (28 day);	

WALKER SUBMITTAL STAMP _____
CONTRACTOR SUBMITTAL STAMP

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III. MATERIALS		
Aggregates: (size; type; source; gradation report; specification)		
Coarse:		
Fine:		
Other Materials:	Type	Product-Manufacturer (Source)
Cement:		
Flyash, slag, or other pozzolan:		
Silica Fume		
Processed Ultra Fine Fly Ash		
HRM		
Air Entraining Agent:		
Water Reducer		
High Range Water Reducer (HRWR / superplasticizer)		
Non-Corrosive Accelerator		
Retarder		
Fibers		
Other(s):		

IV. MIX PROPORTIONS (2)		
	WEIGHT (lbs.) (per yd^3)	ABSOLUTE VOL. (cu. ft.) (per yd^3)
Cement:		
Fine Aggregate: (3)		
Coarse Aggregate: (3)		
Flyash, slag, or other pozzolan:		
Silica Fume		
Processes Ultra-Fine Fly Ash		
HRM		
Water: (.4) (gals. & lbs.)		
Entrained Air: (oz.)		
Fibers:		
(Other) _____:		

TOTALS:		
NOTES: (2) Mix proportions indicated shall be based on data used in section VII or IX. (3) Based on saturated surface dry weights of aggregates. (4) Includes ALL WATER, including added water and free water contained on aggregates.		

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V. RATIOS			VI. SPECIFIC GRAVITIES
Water[1]	=	lb. =	Fine Aggregate:
Cementitious Material[2]		lb.	Coarse Aggregate:
Fine Agg.	=	lb. =	
Total Agg.		lb.	

NOTES:
[1] Includes ALL water, including added water and free water contained on aggregates.
[2] Cementitious materials include cement, fly ash, slag, silica fume, HRM, Processed Ultra-Fine Fly Ash or other pozzolan.

VII. ADMIXTURES				
Air Entraining Agent (A.E.A.):	___ oz.	per yd^3	___ oz.	per 100# cement
Superplasticizer	___ oz.	per yd^3	___ oz.	per 100# cement
Water Reducer	___ oz.	per yd^3	___ oz.	per 100# cement
Non-corrosive Accelerator	___ oz.	per yd^3	___ oz.	per 100# cement
Retarder	___ oz.	per yd^3	___ oz.	per 100# cement
Other	___ oz.	per yd^3	___ oz.	per 100# cement
Lithium Nitrate	___ gal.	per yd^3		

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VIII. STANDARD DEVIATION ANALYSIS:	Yes	N/A
(Complete this section only if Mixture was developed using standard deviation analysis of previous project test results. If other method was used, check "N/A".)		
Number of Tests Evaluated: (One test is average of two cylinder breaks) Attach copy of test data considered:	Standard Deviation: (Single Group) Standard Deviation: (Two Groups)	
Required average compressive strength: f'cr = f'c + _____ psi		
NOTE: Mixture shall be proportioned in accordance with ACI 301 section 4.2.3 to achieve average compressive strength f'cr equal to or greater than the larger of one of the following equations: (4.-3) f'cr = f'c + 1.34ks [s= calculated standard deviation] or (4-4) f'cr = f'c + 2.33ks – 500 or (4-5) f'cr = 0.9f'c + 2.33ks (for f'c> 5,000 psi) (Refer to ACI 301 for required average when data are not available to establish standard deviation. For post-tensioning projects, see also special requirements for strength required to apply initial post-tensioning.)		
MIXTURE CHARACTERISTICS (As shown on drawings)		
Slump = _____ in.	Air Content = _____ %	
Unit Wet Wt. = _____ pcf	Unit Dry Wt. = _____ pcf	
MIXTURE CHARACTERISTICS (Based on proportioning data)		
Initial Slump = _____ in.	Final Slump _____ in.	
Unit Wet Wt.= _____ pcf.	Unit Dry Wt. = _____ pcf.	
Air Content = _____ %		

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IX. TRIAL MIXTURE TEST DATA:	Yes	N/A
(Complete this section only if Mixture Proportion is based on data from trial test mixture(s) batched by testing agency or Contractor. If other method was used, check "N/A".)		

Age (days)	Mix #1 (comp. str.)	Mix #2 (comp. str.)	Mix #3 (comp. str.)
7			
7			
28			
28			
28			
28 day average compressive strength, psi			

NOTE:
Mixture shall be proportioned in accordance with ACI 301 section 4.2.3 to achieve average compressive strength f'cr equal to or greater than the larger of one of the following equations:

(Less than 3000) f'cr = f'c + 1000
or
(3000 to 5000) f'cr = f'c + 1200
or
(Over 5000) f'cr = 1.1f'c + 700

For post-tensioning projects, see also special requirements for strength required to apply initial post-tensioning.

MIXTURE CHARACTERISTICS (as shown on drawings)	
Slump = _____ in.	Air Content = _____ %
Unit Wet Wt. = _____ pcf	Unit Dry Wt. = _____ pcf

MIXTURE CHARACTERISTICS (Based on proportioning data)	
Initial Slump = _____ in.	Final Slump _____ in.
Unit Wet Wt.= _____ pcf.	Unit Dry Wt. = _____ pcf.
Air Content = _____ %	

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X. OTHER TEST DATA		
Water Soluble Chloride Ion Content of mix:	_____ %(by weight of cement)	ASTM C 1218
Hardened Air Content (per ASTM C457):		
Air content: _____%	Air void spacing Factor ____in.	Specific surface: ____in^2/in^3
Chloride Ion Content of Concrete Mixture: ASTM C 1218		
Shrinkage (Length Change, Average) per ASTM C157:		
_____% @ 4 days	_____% @ 7 days	_____% @ 14 days
_____% @21 days	_____% @28 days	

XI. Remarks:

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Ready Mix Concrete Supplier Information
Name:
Address:
Phone Number:
Date:
Main Plant Location:
Miles from Project Site:
Secondary or Backup Plant Location:
Miles from Project Site:

My signature below certifies that I have read, understood, and will comply with the requirements of this Section.

Signature _____

Typed or Printed Name _____

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REQUIRED ATTACHMENTS	
	Coarse aggregate grading report
	Fine aggregate grading report
	Concrete compressive strength data used for calculation of required average strength and for calculation of standard deviation
	Chloride ion data and related calculations
	Admixture compatibility certification letter
	Shrinkage information per ASTM C157
	ASTM C 457
	Alkali Content Data and Calculations OR ASTM C1293, ASTM C1260, ASTM C 1567 or CE CRD-C662 Test report for each aggregate

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SECTION 033713 - SHOTCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes shotcrete applied by the dry-mix or wet-mix process.

B. This Section includes the provision of all labor, materials, supervision and incidentals necessary to install shotcrete to horizontal, vertical and overhead surfaces to restore original surface condition and integrity.

C. Related Sections: Following Sections contain requirements that relate to this Section:
1. Division 02 Section "Work Items."
2. Division 02 Section "General Concrete Surface Preparation."
3. Division 02 Section "Surface Preparation for Patching."
4. Division 03 Section "Galvanic Anode Corrosion Protection."
5. Division 07 Section "Waterproofing Systems".

1.3 DEFINITIONS

A. Shotcrete: Mortar or concrete pneumatically projected onto a surface at high velocity.

B. Dry-Mix Shotcrete: Shotcrete with most of the water added at nozzle.

C. Wet-Mix Shotcrete: Shotcrete with ingredients, including mixing water, mixed before introduction into delivery hose.

1.4 SUBMITTALS

A. Product Data: For manufactured materials and products including reinforcement and forming accessories, shotcrete materials, admixtures, and curing compounds.

B. Shop Drawings: For details of fabricating, bending, and placing reinforcement. Include support and anchor details, number and location of splices, and special reinforcement required for openings through shotcrete structures.

C. Samples: Approximately 24 by 24 by 2 inches (600 by 600 by 50 mm), to illustrate quality of finishes, colors, and textures of exposed surfaces of shotcrete.

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D. Design Mixes: For each shotcrete mix.

E. Material Test Reports: For shotcrete materials.

F. Material Certificates: For each material item, signed by manufacturers.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Shotcrete contractor shall have a minimum of three (3) years experience in the application performed. All Nozzlemen to perform work shall have a current ACI / ASA Nozzlemen Certification. A qualified installer employing nozzle operators who attain mean core grades not exceeding 2.5, according to ACI 506.2, on preconstruction tests.

B. Testing Agency Qualifications: Independent and qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548, and acceptable to authorities having jurisdiction.

C. Comply with provisions of the following, unless more stringent requirements are indicated:

1. ACI 301, "Specification for Structural Concrete."
2. ACI 506.2, "Specification for Shotcrete."
3. CRSI's "Manual of Standard Practice."

D. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing and inspections indicated below:

1. Produce test panels before shotcrete placement according to requirements in ACI 506.2 and ASTM C 1140 for each design mix, shooting orientation, and nozzle operator. Produce test panels with dimensions of 24 by 24 inches (600 by 600 mm) minimum and of average thickness of shotcrete, but not less than 3-1/2 inches (90 mm). From each test panel, testing agency will obtain six test specimens: one set of three specimens unreinforced and one set of three specimens reinforced. Agency will perform the following:

   a. Test each set of unreinforced specimens for compressive strength according to ASTM C 42.
   b. Visually inspect each set of reinforced shotcrete cores taken from test panels and determine mean core grades according to ACI 506.2.

1.6 PROJECT CONDITIONS

A. Cold-Weather Shotcreting: Protect shotcrete work from physical damage or reduced strength caused by frost, freezing, or low temperatures according to ACI 306.1 and as follows:

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1. Discontinue shotcreting when ambient temperature is 40 deg F (4.4 deg C) and falling. Uniformly heat water and aggregates before mixing to obtain a shotcrete shooting temperature of not less than 50 deg F (10 deg C) and not more than 90 deg F (32 deg C).
2. Do not use frozen materials or materials containing ice or snow.
3. Do not place shotcrete on frozen surfaces or surfaces containing frozen materials.
4. Do not use calcium chloride, salt, and other materials containing antifreeze agents.

B. Hot-Weather Shotcreting: Mix, place, and protect shotcrete according to ACI 305R when hot-weather conditions and high temperatures would seriously impair quality and strength of shotcrete, and as follows:

1. Cool ingredients before mixing to maintain shotcrete temperature at time of placement below 100 deg F (38 deg C) for dry mix or 90 deg F (32 deg C) for wet mix.
2. Decrease temperature of reinforcing steel and receiving surfaces below 100 deg F (38 deg C) before shotcreting.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Forms: Form-facing panels that will provide continuous, straight, smooth, concrete surfaces. Furnish panels in largest practicable sizes to minimize number of joints.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.

C. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending, as follows:

1. Steel Reinforcement: ASTM A 615/A 615M, Grade 60, deformed.

D. Plain-Steel-Welded Wire Reinforcement: ASTM A 1064, fabricated from steel wire into flat sheets.

E. Supports: Bolsters, chairs, spacers, ties, and other devices for spacing, supporting, and fastening reinforcing steel in place according to CRSI's "Manual of Standard Practice" and as follows:

1. For uncoated reinforcement, use all-plastic bar supports.

2.3 SHOTCRETE MATERIALS

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A. Shotcrete Cement and Blended Cements

1. Portland Cement: ASTM C 150, Type I, I/II or III. Use only one brand and type of cement for Project. Select supplementary cementing materials from subparagraphs below, if permitted. Blending of fly ash, slag, silica fume with Portland cement is done at ready-mix plant.
2. Fly Ash: ASTM C 618, Class C or F.
3. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C 595, Type IS IP I(PM) I(SM).
5. Silica Fume: ASTM C 1240, amorphous silica.

B. Blending is done at cement plant. If Contractor may choose either portland cement with supplementary materials, verify availability and types of cements to be compatible or use blended shotcrete cement.

C. Acceptable Blended Shotcrete Cement

1. Gun-Rite Cement: JE Tomes, Blue Island, IL

D. Normal-Weight Aggregates: ASTM C 33, from a single source, and as follows:

1. Aggregate Gradation: ACI 506R, Gradation No. 1 with 100 percent passing 3/8-inch (10-mm) sieve.

E. Water: Potable, complying with ASTM C 94, free from deleterious materials that may affect color stability, setting, or strength of shotcrete.

F. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in shotcrete, complying with ASTM C 1116, Type III, not less than 1/2 inch (12 mm) long.

G. Ground Wire: High-strength steel wire, 0.8 to 1 mm in diameter.

2.4 CHEMICAL ADMIXTURES

A. General: ASTM C 1141, Class A or B, but limited to the following admixture materials. Provide admixtures for **dry-mix or wet-mix** shotcrete that contains not more than 0.1 percent chloride ions. Certify compatibility of admixtures with each other and with other cementitious materials.

1. Air-Entraining Admixture: ASTM C 260.
2. Water-Reducing Admixture: ASTM C 494, Type A.
3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
4. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
5. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
6. Accelerating Admixture: ASTM C 494, Type C.

B. Blended Admixture

1. Gun-Rite HP, JE Tomes, Blue Island, IL

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2. Other types may be used only with Engineer's approval in writing prior to bidding.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

2.6 SHOTCRETE MIXES, GENERAL

A. Prepare design mixes for each type and strength of shotcrete.

1. Limit use of fly ash, ground granulated blast-furnace slag] and silica fume to not exceed, in combination, 25 percent of portland cement by weight.

B. Limit water-soluble chloride ions to maximum percentage by weight of cement or cementitious materials permitted by ACI 301.

C. Admixtures: When included in shotcrete design mixes, use admixtures and retarding admixtures according to manufacturer's written instructions.

D. Synthetic Fiber: Uniformly disperse in shotcrete mix, according to manufacturer's written instructions, at a rate of 1.5 lb/cu. yd. (0.90 kg/cu. m).

E. Design-Mix Adjustments: Subject to compliance with requirements, shotcrete design-mix adjustments may be proposed when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant.

2.7 NORMAL-WEIGHT SHOTCRETE MIXES

A. Proportion dry mixes by field test data methods and wet mixes according to ACI 211.1 and ACI 301, using materials to be used on Project, to provide normal-weight shotcrete with the following properties:

1. Compressive Strength (28 Days): 5000 psi (34.5 MPa)

B. Acceptable pre-packaged fiber reinforced shotcrete mixes:

1. “Eucoshot F”, (Dry or Wet Method) by The Euclid Chemical Company, Cleveland, OH.
2. “Gun-Rite 5000” (Wet Method), by JE Tomes & Associates, Blue Island, IL.

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3. “Gun-Rite HP”, (Wet Method), by JE Tomes & Associates, Blue Island, IL.
4. “Gun-Rite DS-1”, (Dry Method) by JE Tomes & Associates, Blue Island, IL.
5. “MS-D1 Shotcrete”, (Dry Method), by King Packaged Materials Company, Burlington, ON.
6. “MasterEmaco S 211 SP”, (Dry or Wet Method), by BASF Corporation, Shakopee, MN.
7. “Sikacem 103F”, (Dry or Wet Method) by Sika Corporation, Lyndhurst, NJ.
8. “Sikacem 133F”, (Dry Method) by Sika Corporation, Lyndhurst, NJ.
9. Other types may be used only with Engineer's approval in writing prior to bidding.

2.8 SHOTCRETE EQUIPMENT

A. Mixing Equipment: Capable of thoroughly mixing shotcrete materials in sufficient quantities to maintain continuous placement.

B. Dry-Mix Delivery Equipment: Capable of discharging aggregate-cement mixture into delivery hose under close control and maintaining continuous stream of uniformly mixed materials at required velocity to discharge nozzle. Equip discharge nozzle with manually operated water-injection system for directing even distribution of water to aggregate-cement mixture.

1. Provide uniform, steady supply of clean, compressed air to maintain constant nozzle velocity while simultaneously operating blow pipe for cleaning away rebound.
2. Provide water supply with uniform pressure at discharge nozzle to ensure uniform mixing with aggregate-cement mix. Provide water pump to system if line water pressure is inadequate.

C. Wet-Mix Delivery Equipment: Capable of discharging aggregate-cement-water mixture accurately, uniformly, and continuously.

2.9 BATCHING AND MIXING

A. Dry-Mix Process: Measure mix proportions by weight batching according to ASTM C 94 or by volume batching complying with ASTM C 685 requirements.

1. In volume batching, adjust fine-aggregate volume for bulking. Test fine-aggregate moisture content at least once daily to determine extent of bulking.
2. Prepackaged shotcrete materials may be used at Contractor's option. Predampen prepackaged shotcrete materials and mix before use.

B. Wet-Mix Process: Measure, batch, mix, and deliver shotcrete according to ASTM C 94 and ASTM C 1116 and furnish batch ticket information if ready mix is used.

1. Comply with ASTM C 685 when shotcrete ingredients are delivered dry and proportioned and mixed on-site.
2. Prepackaged shotcrete materials may be used at Contractor's option.

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PART 3 - EXECUTION

3.1 PREPARATION

A. Concrete or Masonry: Before applying shotcrete, remove unsound or loose materials and contaminants that may inhibit shotcrete bonding. Chip or scarify areas to be repaired to extent necessary to provide sound substrate. Cut edges square and 1/2 inch (13 mm) deep at perimeter of work, tapering remaining shoulder at 1:1 slope into cavity to eliminate square shoulders. Dampen surfaces before shotcreting.

1. Abrasive blast or hydroblast existing surfaces that do not require chipping to remove paint, oil, grease, or other contaminants and to provide roughened surface for proper shotcrete bonding.

B. Earth: Compact and trim to line and grade before placing shotcrete. Do not place shotcrete on frozen surfaces. Dampen surfaces before shotcreting.

C. Rock: Clean rock surfaces of loose materials, mud, and other foreign matter that might weaken shotcrete bonding.

D. Steel: Clean steel surfaces by abrasive blasting according to SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."

3.2 FORMS

A. General: Design, erect, support, brace, and maintain forms, according to ACI 301, to support shotcrete and construction loads and to facilitate shotcreting. Construct forms so shotcrete members and structures are secured to prevent excessive vibration or deflection during shotcreting.

1. Fabricate forms to be readily removable without impact, shock, or damage to shotcrete surfaces and adjacent materials.
2. Construct forms to required sizes, shapes, lines, and dimensions using ground wires and depth gages to obtain accurate alignment, location, and grades in finished structures. Construct forms to prevent mortar leakage but permit escape of air and rebound during shotcreting. Provide for openings, offsets, blocking, screeds, anchorages, inserts, and other features required in the Work.

B. Form openings, chases, recesses, bulkheads, keyways, and screeds in formwork. Determine sizes and locations from trades providing such items. Accurately place and securely support items built into forms.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

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B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that weaken shotcrete bonding.

C. Securely embed reinforcing anchors into existing substrates, located as required.

D. Accurately position, support, and rigidly secure reinforcement against displacement by formwork, construction, or shotcreting. Locate and support reinforcement by metal chairs, runners, bolsters, spacers, and hangers, as required.

E. Place reinforcement to obtain minimum coverages for shotcrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during shotcreting. Set wire ties with ends directed into shotcrete, not toward exposed shotcrete surfaces.

F. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

A. Construction Joints: Locate and install construction joints tapered to a 1:1 slope where joint is not subject to compression loads and square where joint is perpendicular to main reinforcement. Continue reinforcement through construction joints, unless otherwise indicated.

B. Contraction Joints: Construct contraction joints in shotcrete using saw cuts 1/8-inch- (3-mm-) wide-by-1/3 slab depth or premolded plastic, hardboard, or fiberboard strip inserts 1/4-inch- (6-mm-) wide-by-1/3 shotcrete depth, unless otherwise indicated.

1. After shotcrete has cured, remove strip inserts and clean groove of loose debris.
2. Space joints at 15 feet (4.5 m) o.c. horizontally and vertically.
3. Tool edges round on each side of strip inserts if floated or troweled finishes are required.

3.5 ALIGNMENT CONTROL

A. Ground Wires: Install ground wires to establish thickness and planes of shotcrete surfaces. Install ground wires at corners and offsets not established by forms. Pull ground wires taut and position adjustment devices to permit additional tightening.

3.6 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by shotcrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

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3.7 APPLICATION

A. Apply temporary protective coverings and protect adjacent surfaces against deposit of rebound and overspray or impact from nozzle stream.

B. Moisten wood forms immediately before placing shotcrete where form coatings are not used.

C. Apply shotcrete according to ACI 506.2.

D. Apply dry-mix shotcrete materials within 45 minutes after predampening and wet-mix shotcrete materials within 90 minutes after batching.

E. Deposit shotcrete continuously in multiple passes, to required thickness, without cold joints and laminations developing. Place shotcrete with nozzle held perpendicular to receiving surface. Begin shotcreting in corners and recesses.

1. Remove and dispose of rebound and overspray materials during shotcreting to maintain clean surfaces and to prevent rebound entrapment.

F. Maintain reinforcement in position during shotcreting. Place shotcrete to completely encase reinforcement and other embedded items. Maintain steel reinforcement free of overspray and prevent build-up against front face during shotcreting.

G. Do not place subsequent lifts until previous lift of shotcrete is capable of supporting new shotcrete.

H. Do not permit shotcrete to sag, slough, or dislodge.

I. Remove hardened overspray, rebound, and laitance from shotcrete surfaces to receive additional layers of shotcrete; dampen surfaces before shotcreting.

J. Do not disturb shotcrete surfaces before beginning finishing operations.

K. Remove ground wires or other alignment control devices after shotcrete placement.

L. Installation Tolerances: Place shotcrete without exceeding installation tolerances permitted by ACI 117R, increased by a factor of 2.

3.8 SURFACE FINISHES

A. Gun Finish: Textured, uneven, natural finish to exposed surfaces, unless otherwise indicated.

B. Rod Finish: Rough-textured finish obtained by cutting or screeding exposed face of shotcrete to required plane by rod or straightedge after initial set.

C. Broom Finish: Rough-textured finish obtained by screeding exposed face of shotcrete to required plane by rod, cutting screed, or trowel, and brooming after initial set.

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D. Flash-Coat Finish: After screeding to rod finish, apply up to 1/4-inch (6-mm) coat of shotcrete using ACI 506R, No. 1 gradation, fine-screened sand modified with maximum aggregate size not exceeding No. 4 (4.75-mm) sieve to provide a finely textured finish.

E. Flash Coat: After screeding to natural rod finish, apply up to 1/4-inch (6-mm) coat of shotcrete using ACI 506R, No. 1 gradation, fine-screened sand modified with maximum aggregate size not exceeding No. 4 (4.75-mm) sieve and apply wood-float, granular-textured finish.

F. Finish-Coat Finish: After screeding to natural rod finish, apply shotcrete finish coat, 1/4 to 1 inch (6 to 25 mm) thick, using ACI 506R, No. 1 gradation, fine-screened sand modified with maximum aggregate size not exceeding No. 4 (4.75-mm) sieve to provide a finish of uniform texture and appearance.

G. Finish Coat: After screeding to natural rod finish, apply shotcrete finish coat, 1/4 to 1 inch (6 to 25 mm) thick, using ACI 506R, No. 1 gradation, fine-screened sand modified with maximum aggregate size not exceeding No. 4 (4.75-mm) sieve and apply steel-trowel, smooth, hard finish.

3.9 CURING

A. Protect freshly placed shotcrete from premature drying and excessive cold or hot temperatures.

B. Start initial curing as soon as free water has disappeared from shotcrete surface after placing and finishing.

C. Curing Exposed Surfaces: Cure shotcrete by the following methods:

1. Moisture Curing: Keep surfaces continuously moist for at least seven days with water, continuous water-fog spray, water-saturated absorptive covers, or moisture-retaining covers. Lap and seal sides and ends of covers.
2. Curing Compound: Apply curing compound uniformly in continuous operation by power spray according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

    a. Apply curing compound to natural- or gun-finished shotcrete at rate of 1 gal./100 sq. ft. (1 L/2.5 sq. m).

D. Curing Formed Surfaces: Cure formed shotcrete surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

3.10 FORM REMOVAL

A. Forms not supporting weight of shotcrete may be removed after curing at not less than 50 deg F (10 deg C) for 24 consecutive hours after gunning, provided shotcrete is hard

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enough not to be damaged by form-removal operations and provided curing and protecting operations are maintained.

1. Leave forms supporting weight of shotcrete in place until shotcrete has attained design compressive strength. Determine compressive strength of in-place shotcrete by testing representative field-cured specimens of shotcrete.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing materials are unacceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.

3.11 FIELD QUALITY CONTROL

A. Engage a qualified independent testing agency to sample materials, visually grade cores, perform tests, and submit reports during shotcreting.

B. Air Content: ASTM C 173, volumetric method or ASTM C 231, pressure method; 1 test for each compressive-strength test for each mix of air-entrained, wet-mix shotcrete measured before pumping.

C. Shotcrete Temperature: ASTM C 1064; 1 test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and 1 test for each set of compressive-strength specimens.

D. In-Place Shotcrete: Take a set of 3 unreinforced cores for each mix and for each workday or for every 50 cu. yd. (38 cu. m) of shotcrete placed, whichever is less. Test cores for compressive strength according to ACI 506.2 and ASTM C 42. Do not cut steel reinforcement.

E. Strength of shotcrete will be considered satisfactory when mean compressive strength of each set of 3 unreinforced cores equals or exceeds 85 percent of specified compressive strength, with no individual core less than 75 percent of specified compressive strength.

1. Mean compressive strength of each set of 3 unreinforced cubes shall equal or exceed design compressive strength with no individual cube less than 88 percent of specified compressive strength.

3.12 REPAIRS

A. Remove and replace shotcrete that is delaminated or exhibits laminations, voids, or sand/rock pockets exceeding limits for specified core grade of shotcrete.

1. Remove unsound or loose materials and contaminants that may inhibit bond of shotcrete repairs. Chip or scarify areas to be repaired to extent necessary to provide sound substrate. Cut edges square and 1/2 inch (13 mm) deep at

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perimeter of work, tapering remaining shoulder at 1:1 slope into cavity to eliminate square shoulders. Dampen surfaces and apply new shotcrete.

B. Repair core holes from in-place testing according to repair provisions in ACI 301 and match adjacent finish, texture, and color.

3.13 CLEANING

A. Remove and dispose of rebound and overspray materials from final shotcrete surfaces and areas not intended for shotcrete placement.

END OF SECTION 033713

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SECTION 033760 – PREPACKAGED REPAIR MORTAR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes the provision of all labor, materials, supervision and incidentals necessary to prepare deteriorated or damaged concrete surfaces and install prepackaged concrete repair mortar to formed horizontal, vertical and overhead surfaces to restore original surface condition and integrity.

B. Related Sections: Following Sections contain requirements that relate to this Section:

1. Division 02 Section "General Concrete Surface Preparation."
2. Division 09 Section "Pavement Marking."

1.3 QUALITY ASSURANCE

A. Work shall conform to requirements of ACI 301 as applicable except where more stringent requirements are shown on Drawings or specified in this Section.

B. Testing Agency:

1. Independent testing laboratory employed by Contractor and acceptable to Engineer.
2. Accredited by AASHTO under ASTM C1077. Testing laboratory shall submit documented proof of ability to perform required tests.

C. Sampling and testing of mortar shall be performed by ACI certified Concrete Field Technicians Grade I. Certification shall be no more than three years old.

D. Testing Agency is responsible for conducting, monitoring and reporting results of all tests required under this Section. Testing Agency has authority to reject mortar not meeting Specifications. Testing Agency does not have the authority to accept mortar that does not meet specifications.

E. Testing Agency shall submit the following information for Field Testing of Concrete unless modified in writing by Engineer:

1. Project name and location.

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2. Contractor's name.
3. Testing Agency's name, address and phone number.
4. Mortar manufacturer.
5. Date of report.
6. Testing Agency technician's name (sampling and testing).
7. Placement location within structure.
8. Weather data:

    a. Air temperatures.
    b. Weather.
    c. Wind speed.

9. Date, time, and place of test.
10. Compressive test data:

    a. Cube or cylinder number.
    b. Age of sample when tested.
    c. Date and time of test.
    d. Compressive strength.

1.4 REFERENCES

A. "Standard Specification for Structural Concrete" (ACI 301) by American Concrete Institute, herein referred to as ACI 301, is included in total as specification for this structure except as otherwise specified herein.

B. Comply with provisions of following codes, specifications and standards except where more stringent requirements are shown on Drawings or specified herein:

1. "Building Code Requirements for Structural Concrete" (ACI 318), American Concrete Institute, herein referred to as ACI 318.
2. "Specification for Hot Weather Concreting," ACI 305.1.
3. "Standard Specification for Cold Weather Concreting," ACI 306.1.
4. “Standard Specification for Curing Concrete” (ACI 308.1)

C. Contractor shall have following ACI publications at Project construction site at all times:

1. "Standard Specifications for Structural Concrete (ACI 301) with Selected ACI and ASTM References," ACI Field Reference Manual, SP15.
2. "Specification for Hot Weather Concreting," ACI 305.1.
3. "Standard Specification for Cold Weather Concreting," ACI 306.1.

D. ASTM International (ASTM):

1. ASTM C109, "Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens)."
2. ASTM C31, “Test Method for Compressive Strength of Cylindrical Concrete Specimens.”

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3. ASTM C1583, “Standard Test Method for the Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension (Pull-off Method)”

1.5 SUBMITTALS

A. Make submittals in accordance with requirements of Division 01 and as specified in this Section.

B. Contractor: At preconstruction meeting, submit procedures for demolition, surface preparation, material batching, placement, finishing, and curing of application. Provide procedure to protect fresh patches from severe weather conditions.

C. Testing Agency: Promptly report all mortar test results to Engineer and Contractor. Include following information:

1. See Article "Quality Assurance," paragraph "Testing Agency shall submit...."
2. Strength determined in accordance with ASTM C109.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturer: Subject to compliance with requirements, provide products of one of following, only where specifically named in product category:

1. BASF Building Systems (BASF), Shakopee, MN
2. Euclid Chemical Corporation (Euclid), Cleveland, OH
3. Mapei Corporation (MAPEI), Deerfield Beach, FL
4. Sika Corporation (Sika), Lyndhurst, NJ.

2.2 MATERIALS

A. Horizontal Repair and Form and Pour Mortar: Shall be prepackaged cementitious repair mortar capable of horizontal and form and pour partial depth applications**,** achieving a minimum 3,000 psi compressive strength at 7 days and 5,000 psi compressive strength at 28 days per ASTM C39 as certified by manufacturer with maximum lineal shrinkage of 0.10% at 28 days. Extend per manufacturer’s instructions as required for deeper placements.

1. Acceptable cementitious repair materials for this Work are as follows:

a. “MasterEmaco S440,” by BASF Corporation.
b. “Eucocrete,” by Euclid.
c. “Planitop 11,” by MAPEI.
d. “Sikacrete 211,” by Sika.

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e. Other types may be used only with Engineer's approval in writing prior to bidding.

B. Horizontal Repair and Form and Pour Mortar for use with Galvanic Anodes: Shall be prepackaged cementitious repair mortar capable of horizontal and form and pour partial depth applications, achieving a minimum 3,000 psi compressive strength at 7 days and 5,000 psi compressive strength at 28 days per ASTM C39 as certified by manufacturer with maximum lineal shrinkage of 0.10% at 28 days. Manufacturer shall provide written certification of compatibility with galvanic anode corrosion protection system. Extend per manufacturer's instructions as required for deeper placements.

1. Acceptable materials for this Work are as follows:

a. "MasterEmaco S440," by BASF Corporation.
b. "EucoRepair CP," by Euclid.
c. "Sikacrete 211," by Sika.
d. Other types may be used only with Engineer's approval in writing prior to bidding.

C. Rapid Strength Repair Mortar: Shall be prepackaged, cementitious repair mortar. Repair mortar shall be capable of application achieving a minimum 3,500 psi compressive strength at 1 day and 5,000 psi compressive strength at 28 days per ASTM C39 as certified by manufacturer. Extend per manufacturer's instructions as required for deeper placements.

1. Acceptable materials for this Work are as follows:

a. "MasterEmaco T430," by BASF Corporation.
b. "Speedcrete 2028," by Euclid.
c. "Planitop 18 ES" by MAPEI.
d. "Sikaquick 1000," by Sika.
e. Other types may be used only with Engineer's approval in writing prior to bidding.

D. Trowel Applied Repair Mortar: Shall be prepackaged, cementitious repair mortar capable of vertical/overhead application by trowel achieving a minimum 3,000 psi compressive strength at 7 days and 4,500 psi compressive strength at 28 days per ASTM C 109 as certified by manufacturer.

1. Acceptable materials for this Work are as follows:

a. "MasterEmaco N425," by BASF Corporation.
b. "Verticoat Supreme," by Euclid.
c. "Planitop XS," by MAPEI
d. "Sikaquick VOH," by Sika.
e. Other types may be used only with Engineer's approval in writing prior to bidding.

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2.3 MATERIAL ACCESSORIES

A. Bonding Grout: Bonding grout shall consist of prepackage repair material mixed with sufficient water to form stiff slurry to achieve consistency of "pancake batter."

B. Clear, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

C. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

D. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Bonding Grout:

1. Mix bonding grout and scrub into SSD repair substrate with a stiff broom to all areas as indicated on Drawings.
2. Place repair material prior to initial set of grout. If grout sets prior to placement of repair material, complete remove grout from surface and re-clean prior to proceeding with new grout placement and repair mortar.

B. Mortar Placement: Mortar materials shall be placed in strict accordance with manufacturer's instructions. Properly proportioned and mixed mortar material shall be placed using tools to consolidate mortar so that no voids exist within new material and continuous contact with base concrete is achieved.

C. Form and Pour Repair Mortar Placement: Mix and apply in strict accordance with manufacturer’s written instructions, to achieve a maximum 9” slump. Consolidate mortar so that no voids exist and continuous contact with base concrete is achieved.

D. Vertical and Overhead Repairs: Mortar materials shall be placed in strict accordance with manufacturer's instructions. Properly proportioned and mixed mortar material shall be placed using tools to consolidate mortar so that no voids exist within new material and continuous contact with base concrete is achieved. Supplemental wire mesh shall be required for delamination and spall repairs greater than two inches in depth. Fresh bonding grout is required between successive lifts of patching material.

E. Finishing:

1. Apply a nonslip broom finish to top of floor patches and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

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2. Provide a surface finish similar to adjacent surfaces for vertical and overhead partial depth repairs.
3. Finish formed surfaces similar to adjacent surfaces.

3.2 CONCRETE PROTECTION AND CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305R for hot-weather protection during placement. Keep concrete continually moist prior to final curing by evaporation retarder, misting, sprinkling, or using absorptive mat or fabric covering kept continually moist.

B. Immediate upon conclusion of finishing operation cure concrete in accordance with ACI 308.1 for duration of at least **seven** days by curing methods listed below. Provide additional curing immediately following initial curing and before concrete has dried.

1. During initial and final curing periods maintain concrete above 50°.
2. Prevent rapid drying at end of curing period.

C. Concrete surfaces to receive slab coatings or penetrating sealers shall be cured with moisture curing or moisture-retaining-cover curing.

D. Curing Methods: Cure formed and non-formed concrete moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing compound: Apply curing compound in accordance with manufacturer’s instructions.

3.3 FIELD QUALITY CONTROL

A. Testing Agency**:** Contractor shall engage a qualified independent testing and inspecting agency acceptable to the Engineer to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article. Perform tests according to ACI 301.

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B. Testing Frequency: Perform one set of strength testing and one bond test for each product used for each day's work. Prepare samples in accordance with ASTM C31.

C. Compressive Strength Testing: Determine strength at **7**, and **28** days. Each test shall consist of three 2-inch cubes. Testing shall be in accordance with ASTM C109 using as placed mortar.

D. Bond Testing: Bond testing shall be performed at 7 days in accordance with ASTM C1583.

3.4 EVALUATION AND ACCEPTANCE OF WORK

A. Acceptance of Repairs (ACI 301):

1. Acceptance of completed concrete Work will be according to provisions of ACI 301.
2. Repair areas shall be sounded by Engineer and Contractor with hammer or rod after curing for 72 hours. Contractor shall repair all hollowness detected by removing and replacing patch or affected area at no extra cost to Owner.
3. If shrinkage cracks appear in repair area when initial curing period is completed, repair shall be considered defective, and it shall be removed and replaced by Contractor at no extra cost.
4. Patches shall be considered defective if average strength does not meet minimum strength at 28 days or if average bond strength does not meet minimum requirements of 150 psi.

END OF SECTION 033760

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SECTION 03 63 00 - EPOXY INJECTION SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes the provision of all labor, materials, equipment, supervision and incidentals necessary to prepare cracks in structural concrete members and inject them with a 2-component, moisture-insensitive, 100 percent solids, low-viscosity epoxy resin system.

B. Related Sections: Following Sections contain requirements that relate to this Section:

1. Division 01 Section "Submittal Procedures."
2. Division 02 Section "Work Items."
3. Division 02 Section "General Concrete Surface Preparation."
4. Division 02 Section "Surface Preparation for Patching and Overlay."

1.3 QUALITY ASSURANCE

A. Testing Agency will be independent testing laboratory employed by Contractor and approved by Engineer/Architect.

B. Testing Agency is responsible for conducting, monitoring and reporting to Owner results of all field tests of epoxy injection and installation required under this Section with copy of all reports to Engineer and Contractor.

C. Submit following information for Field Testing of Epoxy Injection Installation unless modified in writing by Engineer/Architect:

1. Project name and location.
2. Contractor's name.
3. Testing Agency's name, address and phone number.
4. Epoxy material supplier.
5. Date of report.
6. Testing Agency technician's name (sampling and testing).
7. Placement location within structure.
8. Epoxy material data:

    a. Epoxy type.
    b. Gel type.

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c. Width of cracks injected (if applicable).
d. Crack conditions (dry or wet).
e. Injection port spacing.
f. Initial and (if different) constant injection pressures.
g. Use rate of epoxy.

9. Weather data:

a. Air temperatures.
b. Weather.
c. Wind speed.

10. Field test data:

a. Date, time and place of test.
b. Thickness of epoxy in crack or void.

D. Qualifications:

1. Contractor Qualifications: Contractor shall be qualified in the field of concrete repair and protection with a minimum of 5 years experience in application of similar systems and products on projects of similar size and scope.

a. Successful completion of a minimum of 3 projects of similar size and complexity to specified Work.
b. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.
c. Install materials in accordance with all safety and weather conditions required by the manufacturer, or as modified by applicable rules and regulations of local, state, and federal authorities having jurisdiction.

2. Manufacturer Qualifications: The manufacturer of the specified product shall be ISO 9001:2000 Certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis. The manufacturer shall have a minimum 15 years of experience in manufacturing of surface hardener.

E. Pre-Construction Meetings: Conduct Pre-Construction meeting at Project site to comply with requirements of Division 01 and as specified in this Section.

1. Schedule and convene meeting a minimum of 1 week prior to commencing Work of this Section.
2. Review requirements for application, including surface preparation specified under other Sections, substrate condition and pretreatment, minimum curing period, forecasted weather conditions, special details, installation procedures, testing and inspection procedures, protection, and repair.
3. Discuss procedures for protecting adjacent finished Work.

1.4 REFERENCES

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A. "Standard Specifications for Structural Concrete," (ACI 301) by American Concrete Institute, herein referred to as ACI 301, is included in total as specification for this structure except as otherwise specified herein.

B. Comply with provisions of following codes, specifications, and standards except where more stringent requirements are shown on Drawings or specified herein:

1. "Building Code Requirements for Reinforced Concrete," (ACI 318), American Concrete Institute, herein referred to as ACI 318.
2. "Causes, Evaluation, and Repair of Cracks in Concrete Structures" (ACI 224.112), American Concrete Institute.
3. "State-of-the-Art Report on Parking Structures" (ACI 362), American Concrete Institute.
4. ”Specification for Crack Repair by Epoxy Injection” (ACI 503.7), American Concrete Institute.
5. “Guide for the Application of Epoxy and Latex Adhesives for Bonding Freshly Mixed and Hardened Concretes”, (ACI 503.6), American Concrete Institute.
6. "Standard Specification for Bonding Hardened Concrete, Steel, Wood, Brick, and Other Materials to Hardened Concrete with a Multi-Component Epoxy Adhesive" (ACI 503.1), American Concrete Institute.
7. "Guide for Repair of Concrete Bridge Superstructures" Reported by ACI Committee 546 (ACI 546.1).

C. Contractor shall have following ACI/ICRI publications at Project construction site at all times:

1. ”Specification for Crack Repair by Epoxy Injection” (ACI 503.7), American Concrete Institute.” Structural Crack Repair by Epoxy Injection”, ACI RAP Bulletin 1, American Concrete Institute.
2. "Standard Specification for Bonding Hardened Concrete, Steel, Wood, Brick, and Other Materials to Hardened Concrete with a Multi-Component Epoxy Adhesive" (ACI 503.1), American Concrete Institute.

1.5 SUBMITTALS

A. Make submittals in accordance with requirements of Division 01 and as specified in this Section.

B. Contractor: Submit manufacturer's product data sheets, technical sheets, recommended application procedures and information on epoxy injection equipment.

C. Testing Agency: Promptly report all test results to Engineer/Architect and Contractor. Include following information:

1. See Article "Quality Assurance," paragraph "Submit following information for Field Testing...."
2. Visual examination of epoxy resin penetration.

D. See requirements of Division 01 Section, “Submittal Procedures,” Part 1 heading, “Submittal Procedures,” for limits to resubmittals.

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E. See requirements of Division 01 Section, “Submittal Procedures,” Part 2 heading, “Requests for Information,” for RFI constraints.

1.6 WARRANTY

A. System manufacturer and Contractor shall furnish Owner written single source performance guarantee that epoxy resin injection system will be free of defects related to design, workmanship or material deficiency for 3-year period from date of acceptance of Work required under this Section against leakage or bond failure:

1. Any adhesive or cohesive failure.
2. Crazing or other weathering deficiency.
3. Normal abrasion or tear failure.

B. Any repair under this guarantee shall be done at no cost to Owner. Guarantee shall be provided by Contractor and manufacturer of system.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Injection epoxy shall be one of following:

1. "MasterInject 1380" or “MasterInject 1500” as manufactured by BASF Construction Chemicals., Shakopee, MN.
2. "Sikadur 35 Hi-Mod LV" or “Sikadur 52” as manufactured by Sika Chemical Corporation, Lyndhurst, NJ.
3. "Epoxy HP-LV" as manufactured by Hunt Process Corp-Southern, Ridgeland, MS.
4. “Pro-Poxy 50 Super LV” as manufactured by Unitex, Kansas City, MO.
5. “Eucopoxy” or “Duralcrete LV” as manufactured by The Euclid Chemical Company, Cleveland OH.
6. “Sure Inject J56 SLV” as manufactured by Dayton Superior Corp., Miamisburg OH.
7. “KonTek 11 LV” as manufactured by Contech Group, Inc. Seattle, WA.
8. “Kemko 038” as manufactured by ChemCo Systems, Inc., Redwood City, CA.

B. Epoxy gel shall be as specified by the selected injection epoxy manufacturer.

C. Equipment:

1. Epoxy injection unit shall be portable and equipped with positive displacement-type pumps with interlock to provide positive ration control of epoxy injection resin components. Pumps shall be air or electric powered and shall provide in-line mixing and metering system and shall be equipped with drain-back plugs.
2. Equipment used to inject epoxy shall be capable of following:

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a. Automatic proportioning of materials within mix ratio tolerances set by epoxy resin manufacturer.
b. Delivery of components, resin and hardeners, from separate reservoirs to mixing type discharge head.
c. Complete and uniform mixing of components at discharge head.
d. Injection of resin system at constant pressures not to exceed 150 psi.

PART 3 - EXECUTION

3.1 PREPARATION

A. Crack Identification:

1. All cracks 0.03 in. wide or greater that are designated by Engineer/Architect, and not coincident with principal delamination, shall be injected. Cracks that occur coincident with principal delaminations shall not be injected.
2. Cracks requiring repair shall be located by Contractor at time of construction and marked with chalk.

B. Crack Preparation for Injection:

1. Surface of concrete adjacent to crack must be free of all laitance, efflorescence, dirt or foreign particles.
2. Cracks may be damp or dry as per injection material manufacturer's recommended installation procedures.
3. All cracks shall be properly sealed along their exposed length with an approved epoxy gel.
4. Epoxy injection ports shall be uniformly spaced along crack and shall be installed as recommended by system manufacturer. If concrete member being injected is exposed on both sides, provide injection ports on opposite sides at staggered intervals.
5. Apply epoxy gel around injection port to provide an adequate seal to prevent escape of injection resin from perimeter of port while under pressure.
6. Apply epoxy gel for sealing in manner that will result in minimal defacing or disorganization of concrete substrate.

3.2 INSTALLATION

A. Epoxy Injection:

1. Dispense epoxy injection resin under constant pressure in accordance with manufacturer's recommended procedures or as required to achieve maximum filling and penetration of crack without inclusion of air voids in epoxy resin material.
2. Injection shall begin at lowest port and progress incrementally higher.
3. Appearance of epoxy resin at next higher port shall be considered evidence of successful crack filling.

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4. If penetration of epoxy resin into cracks is not possible, notify Engineer/Architect prior to discontinuing injection procedures. If alternate injection procedures are possible, submit procedure in writing to Engineer/Architect for review.
5. Contractor shall adhere to all limitations and cautions for epoxy resin injection material as per manufacturer's current printed literature.

B. Cleaning:

1. When cracks are completely filled, allow adhesive to cure for sufficient time to allow the removal of the surface seal without any draining or runback of epoxy material from the cracks.
2. Remove the surface seal material, ports, and injection adhesive runs or spills from concrete surfaces.
3. Finish the face of the crack flush to the adjacent concrete, removing any indentations or protrusions caused by the placement of entry ports.
4. Match work area to adjacent surface including any surface treatments.

3.3 FIELD QUALITY CONTROL BY TESTING AGENCY

A. Core Testing:

1. Testing Agency shall obtain 3- 2 in. minimum diameter core samples in first 100 ft of repaired cracks and 1 core for each 100 ft thereafter. Cores shall be taken after injection resin has cured for period of 7 days. Core sample shall be for full crack depth. Core locations and sizes shall be submitted to Engineer/Architect for review prior to taking core samples. Care should be taken not to damage or cut existing reinforcement (ESPECIALLY POST-TENSIONING TENDONS).
2. Core samples shall be visually examined to determine degree of epoxy penetration. Minimum of 90% of crack shall be full of epoxy adhesive.

B. Evaluation and Acceptance of Epoxy Injection:

1. Results of visual examination will be reviewed by Engineer/Architect for compliance with Article "Field Quality Control by Testing Agency," paragraph "Core Testing."
2. If results of initial cores fail by lack of penetration, work shall not proceed further until area represented by cores has been re-injected and re-tested for acceptance.
3. After cracks have been re-injected, additional cores shall be taken as directed by Engineer/Architect. Cores shall be tested for compliance with Article "Field Quality Control by Testing Agency," paragraph "Core Testing" by Owner's Testing Agency at Contractor's expense.
4. Core holes shall be filled with non-shrink grout material. Grout shall be applied with hard trowel, and be thoroughly rodded and tamped in place. Finish, texture and color to match existing surface. Materials and procedures for filling testing core holes shall be submitted to Engineer/Architect for review prior to starting work.

C. Acceptance of Structure:

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1. Acceptance of completed concrete injection work will be according to requirements of Article "Field Quality Control by Testing Agency," paragraph "Core Testing."
2. Grouted core holes shall be sounded by Engineer/Architect and Contractor with hammer or rod after curing for 48 hours.

END OF SECTION 03 63 00

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SECTION 055213 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Steel pipe railings.

B. Work in other Sections related to Cast-in-Place Concrete:

1. Division 2 Section "Surface Preparation for Patching."
2. Division 3 Section “Prepackaged Repair Mortar”
3. Division 9 Section “Exterior painting.”

1.3 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

1.4 ACTION SUBMITTALS

A. Product Data: For the following:

1. Manufacturer's product lines of mechanically connected railings.
2. Railing brackets.
3. Grout, anchoring cement, and paint products.

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B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Welding certificates.

C. Product Test Reports: For pipe and tube railings, for tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

D. Evaluation Reports: For post-installed anchors, from ICC-ES.

1.6 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
c. Uniform and concentrated loads need not be assumed to act concurrently.

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2. Infill of Guards:

   a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
   b. Infill load and other loads need not be assumed to act concurrently.

B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C, material surfaces).

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

2.3 STEEL AND IRON

A. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads. See specific details for vehicle barrier rails.

1. Provide galvanized finish for exterior installations and where indicated.

B. Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.4 FASTENERS

A. General: Provide the following:

1. Hot-Dip Galvanized Railings: Type 304 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A 153/A 153M or ASTM F 2329 for zinc coating
2. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

C. Post-Installed Anchors: Torque-controlled expansion anchors capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in unit masonry and 4 times the load imposed when installed in concrete, as determined by testing

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according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

2.5 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.

C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

2.6 FABRICATION

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage**,** but not less than that required to support structural loads.

B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate.

F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

G. Connections: Fabricate railings with either welded or non-welded connections unless otherwise indicated.

H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove flux immediately.
4. At exposed connections, finish exposed surfaces per drawings.

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I. Form Changes in Direction as Follows:
   1. By bending or by inserting prefabricated elbow fittings.

J. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

K. Close exposed ends of railing members with prefabricated end fittings.

L. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.

M. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

2.7 STEEL AND IRON FINISHES

A. Galvanized Railings:

   1. Hot-dip galvanize steel railings, including hardware, after fabrication.
   2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
   3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
   4. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
   5. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
   6. Prepare railings for painting.

B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements are clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

A. Fit exposed connections together to form tight, hairline joints.

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B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.

1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (6 mm in 3.5 m).

C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

D. Adjust railings before anchoring to ensure matching alignment at abutting joints.

E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.

3.4 ANCHORING POSTS

A. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
1. For steel pipe railings, weld flanges to post and bolt to metal supporting surfaces.

3.5 ATTACHING RAILINGS

A. Attach railings to wall with wall brackets**,** locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

B. Secure wall brackets and railing end flanges to building construction per drawings.

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3.6 ADJUSTING AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

3.7 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION 055213

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SECTION 071800 – TRAFFIC COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. A single installer shall be responsible for providing complete water proofing system including all products specified in following Sections:

1. Division 07 Section, “Traffic Coatings”
2. Division 07 Section, “Joint Sealants”

B. This Section includes traffic coating: Fluid applied, waterproofing, traffic-bearing elastomeric membrane with integral wearing surface, where surface to which membrane is to be applied is one or more of following:

1. Over parking deck.

C. Materials shall be compatible with materials or related Work with which they come into contact, and with materials covered by this Section.

D. Related Sections: Following Sections contain requirements that relate to this Section.

1. Division 03 Section, "Pre-Packaged Repair Mortar."
2. Division 09 Section, "Pavement Markings."

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Distribute reviewed submittals to all others whose Work is related.

B. Make submittals in accordance with requirements of Division 01 Section, “Submittal Procedures:”

1. See requirements of Division 01 Section, “Submittal Procedures,” Part 1 heading, “Submittal Procedures,” for limits to resubmittals.
2. See requirements of Division 01 Section, “Submittal Procedures,” Part 2 heading, “Requests for Information,” for RFI constraints.

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C. Submittals and Resubmittals: Engineer will review each of Contractor's shop drawings and/or submittal data initial time and, should resubmittal be required, one additional time to verify that reasons for resubmittal have been addressed by Contractor and corrections made. Resubmittal changes/revisions/corrections shall be circled. Engineer will review only circled items and will not be responsible for non-circled changes/revisions/corrections and additions. Should additional resubmittals be required, Contractor shall reimburse Owner for all costs incurred, including cost of Engineer's services made necessary to review such additional resubmittals. Owner shall in turn reimburse Engineer.

D. Requests For Information

1. Engineer reserves right to reject, unprocessed, any Request for Information (RFI) that Engineer, at its sole discretion, deems frivolous and/or deems already answered in the Contract Documents.
2. RFI process shall not be used for requesting substitutions. Procedures for substitutions are clearly specified elsewhere in Contract documents.

1.4 ACTION SUBMITTALS

A. Product Data: For each system indicated, submit the following at least 60 days prior to application.

1. Product description, technical data, appropriate applications and limitations.
2. Primer type and application rate
3. Material, and wet mils required to obtain specified dry thickness for each coat.
4. Type, gradation and aggregate loading required within each coat.

B. Samples:

1. One 4 in. by 4 in. stepped sample showing each component for each system indicated.

C. Sample Warranty: For each system indicated.

1.5 INFORMATION SUBMITTALS

A. Certificates

1. Certification that products and installation comply with applicable federal, state where project is located, and local EPA, OSHA and VOC requirements regarding health and safety hazards.
2. Evidence of applicator's being certified by manufacturer. Evidence shall include complete copy of manufacturer's licensing/certification document, spelling out repair responsibility for warranty claims.
3. Certification from Manufacturer that finishes as specified are acceptable for system to be installed at least 1 month before placement of any concrete which will receive traffic coating.

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4. Certification stating static coefficient of friction meets minimum requirements of Americans with Disabilities Act (ADA).
5. Certification stating materials have been tested and listed for UL 790 Class "A" rated materials/system by UL for traffic coating application specified on project. Containers shall bear UL labels.
6. Certification from manufacturer confirming compatibility with existing underlying coatings and/or substrate.

B. Manufacturer's Instructions: for each system indicated.

1. Crack treatment and surface preparation method and acceptance criteria.
2. Method of application of each coat.
3. Maximum and minimum allowable times between coats.
4. Final cure time before resumption of parking and/or paint striping.
5. Any other special instructions required to ensure proper installation.

C. Field Quality Control:

1. Quality Control Plan as defined in Part 3.
2. Two copies each of manufacturer's technical representative's log for each visit.
3. Testing agency field reports.

D. Qualification Statements

1. Manufacturer's qualifications as defined in "Quality Assurance" article.
2. Installer's qualifications as defined in "Quality Assurance" article.
3. Signed statement from applicator certifying that applicator has read, understood, and shall comply with all requirements of this Section.

1.6 CLOSEOUT SUBMITTALS

A. Three copies of System Maintenance Manual.

B. Final executed Warranty.

1.7 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Owner retains right to reject any manufacturer.

1. Evidence of acceptable previous work on WALKER-designed projects. If none, so state.
2. Evidence of financial stability acceptable to Engineer/Architect.
3. Listing of 20 or more projects completed with submitted system, to include:

   a. Name and location of project.
   b. Type of system applied.
   c. On-Site contact with phone number.

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B. Manufacturer's technical representative, acceptable to Engineer/Architect, shall be on site during surface preparation and initial stages of installation.

C. Installer’s Qualifications: Owner retains right to reject any manufacturer.

1. Evidence of compliance with Summary article paragraph "A single installer. . ."
2. Evidence that installer has successfully performed or has qualified staff who have successfully performed at least 5 verifiable years of installations similar to those involved in this Contract, and minimum 10 projects with submitted system.
3. Listing of 5 or more installations in climate and size similar to this Project performed by installer’s superintendent.

D. Testing Agency: Independent testing laboratory employed by Contractor and acceptable to Engineer/Architect.

E. Certifications

1. Traffic coating shall satisfy current National Volatile Organic Compound (VOC) Emission Standards for Architectural Coatings.
2. Licensing/certification document from manufacturer that confirms system installer is a licensed/certified applicator for the manufacturer and is legally licensed to perform work in the state this project is being constructed.
3. Licensing/certification agreement shall include following information:

    a. Applicator’s financial responsibility for warranty burden under agreement terms.
    b. Manufacturer’s financial responsibility for warranty burden under agreement terms.
    c. Process for dispute settlement between manufacturer and applicator in case of system failures where cause is not evident or cannot be assigned.
    d. Authorized signatures for both Applicator Company and Manufacturer.
    e. Commencement date of agreement and expiration date (if applicable).

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials to site in original, unopened containers, bearing following information:

1. Name of product.
2. Name of manufacturer.
3. Date of preparation.
4. Lot or batch number.

B. Store materials under cover and protect from weather. Replace packages or materials showing any signs of damage with new material at no additional cost to Owner.

1.9 FIELD CONDITIONS

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A. Weather and Substrate Conditions: Proceed with work only when existing and forecast weather and temperature of concrete substrate will permit work in accordance with manufacturer's recommendations.

1.10 WARRANTY

A. System Manufacturer (New Application and Complete System Recoating): Furnish Owner with written total responsibility Joint and Several Warranty, detailing responsibilities of manufacturer and applicator with regard to warranty requirements (Joint and Several). Warranty shall provide that system will be free of defects, water penetration and chemical damage related to system design, workmanship or material deficiency, consisting of:

1. Any adhesive or cohesive failures.
2. Spalling surfaces.
3. Weathering.
4. Surface crazing (does not apply to traffic coating protection course).
5. Abrasion or tear failure resulting from normal traffic use.
6. Failure to bridge cracks less than 0.0625 in. or cracks existing at time of traffic coating installation on double tees only.

B. If material surface shows any of defects listed above, supply labor and material to repair all defective areas and to repaint all damaged line stripes.

C. Warranty period shall be a 5 year Joint and Several Warranty commencing with date of acceptance of work.

D. Perform any repair under this warranty at no cost to Owner.

E. Address following in terms of Warranty: length of warranty, change in value of warranty – if any- based on length of remaining warranty period, transferability of warranty, responsibilities of each party, notification procedures, dispute resolution procedures, and limitations of liability for direct and consequential damages.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturer: Available Products: Subject to compliance with the requirements, products that may be incorporated into the Work include, but are not limited to the following:

1. Lymtal International Inc. (Lymtal), Lake Orion, MI.
2. Sika Corporation (Sika), Lyndhurst, NJ.
3. BASF Building Systems (BASF), Shakopee, MN
4. Neogard Division of Jones-Blair Company (Neogard), Dallas, TX.
5. Pacific Polymers, Inc. a Division of ITW (Pacific Polymers), Garden Grove, CA

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6. Polycoat Products Division of Amer. Polymers (Polycoat), Santa Fe Springs, CA.
7. Pecora Corporation (Pecora), Harleysville, PA
8. Technical Barrier Systems, Inc. (TBS), Oakville, Ontario.
9. Tremco (Tremco), Cleveland, OH.

2.2 MATERIALS, TRAFFIC COATING

A. Available Products: Subject to compliance with the requirements, products that may be incorporated into the Work include, but are not limited to the following: Coatings shall be compatible with all other materials in this Section and related work.

1. VOC Compliant, Extreme Low Odor, High-Solids, Fast Cure, Heavy Duty Coating System:

a. Iso-Flex 760 U HL AR and 760 U HL AL, Lymtal.
b. Sikalastic 720/745, Sika.
c. AutoGard FC HD-48, Autogard E, Neogard.
d. Flexodeck Mark 170.2, Poly-Carb.
e. Kelmar FCW III, Exposure 3, TBS.
f. MasterSeal Traffic 2500, BASF.
g. Qualideck Heavy Vehicular (152/252/372/512), APT
h. Sikalastic 720/745, Sika.
i. Vulkem 360NF/950NF and 951NF, Tremco.

B. Provide ultraviolet screening for all traffic coating placed on this project.

C. Finish top coat shall be colored grey.

2.3 MATERIALS, CRACK SEALER

A. Repair for isolated random horizontal cracks 0.01 in. to 0.06 in. wide. Acceptable products:

1. Iso-Flex 609 Epoxy Crack Sealer, Lymtal.
2. Sikadur 55 SLV Epoxy Crack Healer/Sealer, Sika.
3. Engineered approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive Work and report immediately in writing to Engineer/Architect any deficiencies in surface which render it unsuitable for proper execution of Work.

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B. Coordinate and verify that related Work meets following requirements before beginning surface preparation and application:

1. Concrete surfaces are finished as acceptable for system to be installed. Correct all high points, ridges, and other defects in a manner acceptable to Engineer/Architect.
2. Curing compounds used on concrete surfaces are compatible with system to be installed.
3. Concrete surfaces have completed proper curing period for system selected.
4. Joint Sealants are compatible with traffic coatings.

3.2 PREPARATION

A. Seal all openings to occupied space to prevent cleaning materials, solvents and fumes from infiltration. All protective measures and/or ventilating systems required to prevent infiltration are incidental to this Work.

B. Acid etching is prohibited.

C. Remove all laitance and surface contaminants, including oil, grease and dirt as specified by manufacturer’s written recommendations.

D. Remove all debonded traffic coatings. Remove all laitance and surface contaminants, including oil, grease and dirt, by shotblasting and appropriate degreasers, or as specified by manufacturer’s written recommendations to provide warranty.

E. Before applying materials, apply system to small area to assure that it will adhere to substrate and joint sealants and dry properly and to evaluate appearance.

F. All cracks on concrete surface shall be prepared in accordance with manufacturer's recommendations.

G. All random cracks on concrete surface less than 0.03 in. wide and showing no evidence of water and/or salt water staining on ceiling below shall receive detail coat unless more complete treatment required in accordance with manufacturer's recommendations. Rout and seal random cracks, construction joints and control joints prior to installation of primer or base coat. Crack preparation including installation of joint sealant material, where required, is incidental to traffic coating work.

H. Mask off adjoining surfaces not to receive traffic coating and mask off drains to prevent spillage and migration of liquid materials outside membrane area. Provide neat/straight lines at termination of traffic coating.

3.3 INSTALLATION/APPLICATION

A. Installation should include all of the following steps:

1. Surface Preparation: Prepare concrete for system application.

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2. Crack/Construction/Control/Cove Joint Sealing: Detail for crack bridging.
3. Primer Coat: Insure proper adhesion of membrane to substrate.
4. Base Coat: Provide crack spanning in conjunction with Crack Detail noted above.
5. Aggregate Coat – to hold aggregate in system, providing skid and wear close up resistance.
6. Aggregate: Correct size, shape, hardness and amount necessary to insure proper skid and wear resistance.
7. Top Coat: Lock aggregate into place, provide a maintainable surface and provide resistance to ponding water, UV degradation, color loss and chemical intrusion.

B. Do all Work in accordance with manufacturer's written instructions and specifications including, but not limited to, moisture content of substrate, atmospheric conditions (including relative humidity and temperature), coverages, mil thicknesses and texture, and as shown on Drawings.

C. A primer coat is required for all systems. No exception.

D. Do not apply traffic coating material until concrete has been air dried at temperatures at or above 40ºF for at least 30 days after curing period specified.

E. Cease material installation under adverse weather conditions, or when temperatures are outside manufacturer's recommended limitations for installation, or when temperature of work area or substrate are below 40ºF.

F. All adjacent vertical surfaces shall be coated with traffic coating minimum of 4 in. above coated horizontal surface. Requirement includes, but is not limited to pipes, columns, walls, curbs (full height of vertical faces of all curbs) and islands.

G. Complete all Work under this Section before painting line stripes.

H. Clean off excess material and material smears adjacent to joints as work progresses using methods and materials approved by manufacturers.

3.4 FIELD QUALITY CONTROL

A. Develop a quality control plan for assured specified uniform membrane thickness that utilizes grid system of sufficiently small size to designate coverage area of not more than 5 gallons at specified thickness. In addition, employ wet mil gauge to continuously monitor thickness during application. Average specified wet mil thickness shall be maintained within grid during application with minimum thickness of not less than 80% of average acceptable thickness. Immediately apply more material to any area not maintaining these standards.

B. Testing Agency employ wet mil gauge to periodically monitor thickness during application.

C. Install 1 trial section of coating system for each duty grade specified. Do not proceed with further coating application until trial sections accepted in writing by

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SECTION 07 81 23 - INTUMESCENT FIREPROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Mastic and intumescent fire-resistive coatings.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

1. Review products, design ratings, restrained and unrestrained conditions, thicknesses, and other performance requirements.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Framing plans or schedules, or both, indicating the following:

1. Extent of fireproofing for each construction and fire-resistance rating.
2. Applicable fire-resistance design designations of a qualified testing and inspecting agency acceptable to authorities having jurisdiction.
3. Minimum fireproofing thicknesses needed to achieve required fire-resistance rating of each structural component and assembly.
4. Treatment of fireproofing after application.

C. Samples: For each exposed product and for each color and texture specified, **4 inches square** in size.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For **Installer**.

B. Product Certificates: For each type of fireproofing.

C. Evaluation Reports: For fireproofing, from ICC-ES.

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D. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual certified, licensed, or otherwise qualified by fireproofing manufacturer as experienced and with sufficient trained staff to install manufacturer's products according to specified requirements.

B. Mockups: Build mockups **to set quality standards for materials and execution**.

1. Build mockup of **each type of fireproofing and different substrate** as shown on Drawings.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not apply fireproofing when ambient or substrate temperature is **50 deg F** or lower unless temporary protection and heat are provided to maintain temperature at or above this level for 24 hours before, during, and for 24 hours after product application.

B. Ventilation: Ventilate building spaces during and after application of fireproofing, providing complete air exchanges according to manufacturer's written instructions. Use natural means or, if they are inadequate, forced-air circulation until fireproofing dries thoroughly.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Assemblies: Provide fireproofing, including auxiliary materials, according to requirements of each fire-resistance design and manufacturer's written instructions.

B. Source Limitations: Obtain fireproofingfrom single source.

C. Fire-Resistance Design: Indicated on Drawings, tested according to **ASTM E119 or UL 263** testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Steel members are to be considered unrestrained unless specifically noted otherwise.

D. Asbestos: Provide products containing no detectable asbestos.

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2.2 MASTIC AND INTUMESCENT FIRE-RESISTIVE COATINGS

A. Mastic and Intumescent Fire-Resistive Coating **Basis of Design UL-N649**: Manufacturer's standard, **factory-mixed formulation or factory-mixed, multicomponent system consisting of intumescent base coat and topcoat**, and complying with indicated fire-resistance design.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Albi Manufacturing; a division of StanChem, Inc.
   b. Carboline Company; a subsidiary of RPM International.
   c. Hilti, Inc.
   d. International Protective Coatings.
   e. Isolatek International.
   f. Sherwin-Williams Company (The).

2. Application: Designated for **"exterior"** use by a qualified testing agency acceptable to authorities having jurisdiction.
3. Thickness: As required for fire-resistance design indicated, measured according to requirements of fire-resistance design.
4. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

   a. Flame-Spread Index: **25** or less.

5. Finish: **As selected by Architect from manufacturer's standard finishes**.

   a. Color and Gloss: **As selected by Architect from manufacturer's full range**.

2.3 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that are compatible with fireproofing and substrates and are approved by UL or another testing and inspecting agency acceptable to authorities having jurisdiction for use in fire-resistance designs indicated.

B. Substrate Primers: Primers approved by fireproofing manufacturer and complying with required fire-resistance design by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.

C. Reinforcing Fabric: Glass- or carbon-fiber fabric of type, weight, and form required to comply with fire-resistance designs indicated; approved and provided by fireproofing manufacturer.

D. Reinforcing Mesh: Metallic mesh reinforcement of type, weight, and form required to comply with fire-resistance design indicated; approved and provided by fireproofing manufacturer. Include pins and attachment.

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E. Topcoat: Suitable for application over applied fireproofing; of type recommended in writing by fireproofing manufacturer for each fire-resistance design.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrates and other conditions affecting performance of the Work and according to each fire-resistance design.

1. Verify that substrates are free of dirt, oil, grease, release agents, rolling compounds, mill scale, loose scale, incompatible primers, paints, and encapsulants, or other foreign substances capable of impairing bond of fireproofing with substrates under conditions of normal use or fire exposure.
2. Verify that objects penetrating fireproofing, including clips, hangers, support sleeves, and similar items, are securely attached to substrates.
3. Verify that substrates receiving fireproofing are not obstructed by ducts, piping, equipment, or other suspended construction that will interfere with fireproofing application.

B. Conduct tests according to fireproofing manufacturer's written instructions to verify that substrates are free of substances capable of interfering with bond.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Cover other work subject to damage from fallout or overspray of fireproofing materials during application.

B. Clean substrates of substances that could impair bond of fireproofing.

C. Prime substrates where included in fire-resistance design and where recommended in writing by fireproofing manufacturer unless compatible shop primer has been applied and is in satisfactory condition to receive fireproofing.

D. For applications visible on completion of Project, repair substrates to remove surface imperfections that could affect uniformity of texture and thickness in finished surface of fireproofing. Remove minor projections and fill voids that would telegraph through fire-resistive products after application.

3.3 APPLICATION

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A. Construct fireproofing assemblies that are identical to fire-resistance design indicated and products as specified, tested, and substantiated by test reports; for thickness, primers, topcoats, finishing, and other materials and procedures affecting fireproofing work.

B. Comply with fireproofing manufacturer's written instructions for mixing materials, application procedures, and types of equipment used to mix, convey, and apply fireproofing; as applicable to particular conditions of installation and as required to achieve fire-resistance ratings indicated.

C. Coordinate application of fireproofing with other construction to minimize need to cut or remove fireproofing.

1. Do not begin applying fireproofing until clips, hangers, supports, sleeves, and other items penetrating fireproofing are in place.
2. Defer installing ducts, piping, and other items that would interfere with applying fireproofing until application of fireproofing is completed.

D. Install auxiliary materials as required, as detailed, and according to fire-resistance design and fireproofing manufacturer's written instructions for conditions of exposure and intended use. For auxiliary materials, use attachment and anchorage devices of type recommended in writing by fireproofing manufacturer.

E. Spray apply fireproofing to maximum extent possible. After the spraying operation in each area, complete the coverage by trowel application or other placement method recommended in writing by fireproofing manufacturer.

F. Extend fireproofing in full thickness over entire area of each substrate to be protected.

G. Install body of fireproofing in a single course unless otherwise recommended in writing by fireproofing manufacturer.

H. Provide a uniform finish complying with description indicated for each type of fireproofing material and matching finish approved for required mockups.

I. Cure fireproofing according to fireproofing manufacturer's written instructions.

J. Do not install enclosing or concealing construction until after fireproofing has been applied, inspected, and tested and corrections have been made to deficient applications.

K. Finishes: Where indicated, apply fireproofing to produce the following finishes:

1. Manufacturer's Standard Finishes: Finish according to manufacturer's written instructions for each finish selected.
2. Spray-Textured Finish: Finish left as spray applied with no further treatment.
3. Rolled, Spray-Textured Finish: Even finish produced by rolling spray-applied finish with a damp paint roller to remove drippings and excessive roughness.

3.4 FIELD QUALITY CONTROL

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A. Special Inspections: **Engage** a qualified special inspector to perform the following special inspections:

1. Test and inspect as required by the IBC **as indicated on Schedule of Special Inspections.**

B. Perform the tests and inspections of completed Work in successive stages. Do not proceed with application of fireproofing for the next area until test results for previously completed applications of fireproofing show compliance with requirements. Tested values must equal or exceed values as specified and as indicated and required for approved fire-resistance design.

C. Fireproofing will be considered defective if it does not pass tests and inspections.

1. Remove and replace fireproofing that does not pass tests and inspections, and retest.
2. Apply additional fireproofing, per manufacturer's written instructions, where test results indicate insufficient thickness, and retest.

D. Prepare test and inspection reports.

3.5 CLEANING, PROTECTING, AND REPAIRING

A. Cleaning: Immediately after completing spraying operations in each containable area of Project, remove material overspray and fallout from surfaces of other construction and clean exposed surfaces to remove evidence of soiling.

B. Protect fireproofing, according to advice of manufacturer and Installer, from damage resulting from construction operations or other causes, so fireproofing is without damage or deterioration at time of Substantial Completion.

C. As installation of other construction proceeds, inspect fireproofing and repair damaged areas and fireproofing removed due to work of other trades.

D. Repair fireproofing damaged by other work before concealing it with other construction.

E. Repair fireproofing by reapplying it using same method as original installation or using manufacturer's recommended trowel-applied product.

END OF SECTION 07 81 23

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Engineer/Architect. Remove and replace rejected trial sections with acceptable application. Trial section shall also be tested for:

1. Wet mil thickness application.
2. Adhesion to concrete substrate.
3. Overall dry mil thickness.

D. Use trial sections to determine adequacy of pre-application surface cleaning. Obtain Owner, Engineer/Architect and manufacturer acceptance of:

1. Cleaning before proceeding with traffic coating application.
2. Visual appearance of finished coating application.
3. Conformance to ADA static coefficient of friction.
4. Elcometer or equivalent pull test to quantify traffic coating adhesion to concrete and existing traffic coating.

E. Determine overall coating system mil thickness:

1. Contractor shall provide 6 in. by 6 in. bond breaker (coating coupon) on concrete surface for each 25,000 sq ft, or fraction thereof, of coating to be placed as directed by Engineer/Architect and manufacturer. Dimensionally locate coupon for easy removal.
2. Contractor shall assist Testing Agency in removing coating coupons from concrete surface at completion of manufacturer-specified cure period. Contractor shall repair coupon area per coating manufacturer's instructions.
3. Testing Agency shall determine dry mil thickness of completed Traffic Coating System, including bond breaker. Take 9 readings (minimum), 3 by 3 pattern at 2 in. on center. No reading shall be taken closer than 1 in. from coupon edge. Report individual readings and overall coating system average to Engineer/Architect. Readings shall be made with micrometer or optical comparator.

END OF SECTION 071800

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SECTION 07 81 23 - INTUMESCENT FIREPROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Mastic and intumescent fire-resistive coatings.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

1. Review products, design ratings, restrained and unrestrained conditions, thicknesses, and other performance requirements.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Framing plans or schedules, or both, indicating the following:

1. Extent of fireproofing for each construction and fire-resistance rating.
2. Applicable fire-resistance design designations of a qualified testing and inspecting agency acceptable to authorities having jurisdiction.
3. Minimum fireproofing thicknesses needed to achieve required fire-resistance rating of each structural component and assembly.
4. Treatment of fireproofing after application.

C. Samples: For each exposed product and for each color and texture specified, **4 inches square** in size.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For **Installer**.

B. Product Certificates: For each type of fireproofing.

C. Evaluation Reports: For fireproofing, from ICC-ES.

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D. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual certified, licensed, or otherwise qualified by fireproofing manufacturer as experienced and with sufficient trained staff to install manufacturer's products according to specified requirements.

B. Mockups: Build mockups **to set quality standards for materials and execution**.

1. Build mockup of **each type of fireproofing and different substrate** as shown on Drawings.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not apply fireproofing when ambient or substrate temperature is **50 deg F** or lower unless temporary protection and heat are provided to maintain temperature at or above this level for 24 hours before, during, and for 24 hours after product application.

B. Ventilation: Ventilate building spaces during and after application of fireproofing, providing complete air exchanges according to manufacturer's written instructions. Use natural means or, if they are inadequate, forced-air circulation until fireproofing dries thoroughly.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Assemblies: Provide fireproofing, including auxiliary materials, according to requirements of each fire-resistance design and manufacturer's written instructions.

B. Source Limitations: Obtain fireproofingfrom single source.

C. Fire-Resistance Design: Indicated on Drawings, tested according to **ASTM E119 or UL 263** testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Steel members are to be considered unrestrained unless specifically noted otherwise.

D. Asbestos: Provide products containing no detectable asbestos.

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2.2 MASTIC AND INTUMESCENT FIRE-RESISTIVE COATINGS

A. Mastic and Intumescent Fire-Resistive Coating **Basis of Design UL-N649**: Manufacturer's standard, **factory-mixed formulation or factory-mixed, multicomponent system consisting of intumescent base coat and topcoat**, and complying with indicated fire-resistance design.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Albi Manufacturing; a division of StanChem, Inc.
    b. Carboline Company; a subsidiary of RPM International.
    c. Hilti, Inc.
    d. International Protective Coatings.
    e. Isolatek International.
    f. Sherwin-Williams Company (The).

2. Application: Designated for **"exterior"** use by a qualified testing agency acceptable to authorities having jurisdiction.
3. Thickness: As required for fire-resistance design indicated, measured according to requirements of fire-resistance design.
4. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

    a. Flame-Spread Index: **25** or less.

5. Finish: **As selected by Architect from manufacturer's standard finishes**.

    a. Color and Gloss: **As selected by Architect from manufacturer's full range**.

2.3 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that are compatible with fireproofing and substrates and are approved by UL or another testing and inspecting agency acceptable to authorities having jurisdiction for use in fire-resistance designs indicated.

B. Substrate Primers: Primers approved by fireproofing manufacturer and complying with required fire-resistance design by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.

C. Reinforcing Fabric: Glass- or carbon-fiber fabric of type, weight, and form required to comply with fire-resistance designs indicated; approved and provided by fireproofing manufacturer.

D. Reinforcing Mesh: Metallic mesh reinforcement of type, weight, and form required to comply with fire-resistance design indicated; approved and provided by fireproofing manufacturer. Include pins and attachment.

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E. Topcoat: Suitable for application over applied fireproofing; of type recommended in writing by fireproofing manufacturer for each fire-resistance design.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrates and other conditions affecting performance of the Work and according to each fire-resistance design.

1. Verify that substrates are free of dirt, oil, grease, release agents, rolling compounds, mill scale, loose scale, incompatible primers, paints, and encapsulants, or other foreign substances capable of impairing bond of fireproofing with substrates under conditions of normal use or fire exposure.
2. Verify that objects penetrating fireproofing, including clips, hangers, support sleeves, and similar items, are securely attached to substrates.
3. Verify that substrates receiving fireproofing are not obstructed by ducts, piping, equipment, or other suspended construction that will interfere with fireproofing application.

B. Conduct tests according to fireproofing manufacturer's written instructions to verify that substrates are free of substances capable of interfering with bond.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Cover other work subject to damage from fallout or overspray of fireproofing materials during application.

B. Clean substrates of substances that could impair bond of fireproofing.

C. Prime substrates where included in fire-resistance design and where recommended in writing by fireproofing manufacturer unless compatible shop primer has been applied and is in satisfactory condition to receive fireproofing.

D. For applications visible on completion of Project, repair substrates to remove surface imperfections that could affect uniformity of texture and thickness in finished surface of fireproofing. Remove minor projections and fill voids that would telegraph through fire-resistive products after application.

3.3 APPLICATION

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A. Construct fireproofing assemblies that are identical to fire-resistance design indicated and products as specified, tested, and substantiated by test reports; for thickness, primers, topcoats, finishing, and other materials and procedures affecting fireproofing work.

B. Comply with fireproofing manufacturer's written instructions for mixing materials, application procedures, and types of equipment used to mix, convey, and apply fireproofing; as applicable to particular conditions of installation and as required to achieve fire-resistance ratings indicated.

C. Coordinate application of fireproofing with other construction to minimize need to cut or remove fireproofing.

1. Do not begin applying fireproofing until clips, hangers, supports, sleeves, and other items penetrating fireproofing are in place.
2. Defer installing ducts, piping, and other items that would interfere with applying fireproofing until application of fireproofing is completed.

D. Install auxiliary materials as required, as detailed, and according to fire-resistance design and fireproofing manufacturer's written instructions for conditions of exposure and intended use. For auxiliary materials, use attachment and anchorage devices of type recommended in writing by fireproofing manufacturer.

E. Spray apply fireproofing to maximum extent possible. After the spraying operation in each area, complete the coverage by trowel application or other placement method recommended in writing by fireproofing manufacturer.

F. Extend fireproofing in full thickness over entire area of each substrate to be protected.

G. Install body of fireproofing in a single course unless otherwise recommended in writing by fireproofing manufacturer.

H. Provide a uniform finish complying with description indicated for each type of fireproofing material and matching finish approved for required mockups.

I. Cure fireproofing according to fireproofing manufacturer's written instructions.

J. Do not install enclosing or concealing construction until after fireproofing has been applied, inspected, and tested and corrections have been made to deficient applications.

K. Finishes: Where indicated, apply fireproofing to produce the following finishes:

1. Manufacturer's Standard Finishes: Finish according to manufacturer's written instructions for each finish selected.
2. Spray-Textured Finish: Finish left as spray applied with no further treatment.
3. Rolled, Spray-Textured Finish: Even finish produced by rolling spray-applied finish with a damp paint roller to remove drippings and excessive roughness.

3.4 FIELD QUALITY CONTROL

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A. Special Inspections: **Engage** a qualified special inspector to perform the following special inspections:

1. Test and inspect as required by the IBC **as indicated on Schedule of Special Inspections.**

B. Perform the tests and inspections of completed Work in successive stages. Do not proceed with application of fireproofing for the next area until test results for previously completed applications of fireproofing show compliance with requirements. Tested values must equal or exceed values as specified and as indicated and required for approved fire-resistance design.

C. Fireproofing will be considered defective if it does not pass tests and inspections.

1. Remove and replace fireproofing that does not pass tests and inspections, and retest.
2. Apply additional fireproofing, per manufacturer's written instructions, where test results indicate insufficient thickness, and retest.

D. Prepare test and inspection reports.

3.5 CLEANING, PROTECTING, AND REPAIRING

A. Cleaning: Immediately after completing spraying operations in each containable area of Project, remove material overspray and fallout from surfaces of other construction and clean exposed surfaces to remove evidence of soiling.

B. Protect fireproofing, according to advice of manufacturer and Installer, from damage resulting from construction operations or other causes, so fireproofing is without damage or deterioration at time of Substantial Completion.

C. As installation of other construction proceeds, inspect fireproofing and repair damaged areas and fireproofing removed due to work of other trades.

D. Repair fireproofing damaged by other work before concealing it with other construction.

E. Repair fireproofing by reapplying it using same method as original installation or using manufacturer's recommended trowel-applied product.

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SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following exterior substrates:

1. Concrete.
2. Metal Railings

1.3 DEFINITIONS

A. MPI Gloss Level 1 (Matte Finish): Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 3 (‘Egg-Shell-Like’ Finish): 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 4 (‘Satin-Like’ Finish): 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 5 (Semi-Gloss): 35 to 70 units at 60 degrees, according to ASTM D 523.

E. MPI Gloss Level 6 (Gloss): 70 to 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
2. Indicate VOC content.

B. Sustainable Design Submittals:

C. Samples for Initial Selection: For each type of topcoat product.

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D. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

E. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

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A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. Dunn-Edwards Corporation.
4. Glidden Professional.
5. Kelly-Moore Paint Company Inc.
6. PPG Architectural Finishes, Inc.
7. Pratt & Lambert.
8. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. VOC Content: For field applications, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:

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1. Primers, Sealers, and Undercoaters: 100 g/L.
2. Rust-Preventive Coatings: 100 g/L.

D. Colors: As selected by Architect from manufacturer's full range by Owner.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMUs): 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

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D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:

1. SSPC-SP 2.

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.

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2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Concrete Ceilings/Vertical Surfaces, Non-traffic Surfaces:

1. System: Acrylic.

    a. Topcoat: Sherwin Williams Waterborne Acrylic DryFall Flat (2 coats @ 6 mils wet)
    b. Equivalent products by other manufacturers and approved by Architect/Engineer

B. Galvanized-Metal Substrates:

1. System:

    a. Prime Coat: Epoxy.

        1) Sherwin-Williams; Macropoxy 646 - 100.
        2) Equivalent products by other manufacturers and approved by Architect/Engineer.

    b. Topcoat: Polyurethane Rust Preventative.

        1) Sherwin-Williams; – Hi-Solids Polyurethane 100.
        2) Equivalent products by other manufacturers and approved by Architect/Engineer.

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SECTION 099121 - PAVEMENT MARKING - RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes surface preparation and application of high build paint systems to replace existing for the items of types, patterns, sizes, and colors described in this article.

B. Provide the following systems as shown on Drawings:

1. Parking Stall Stripes.
2. Traffic Arrows, crosswalks, accessible stall access aisles, walkways, symbols, stop bars, words and other markings.
3. International Symbol of Accessibility.

C. Provide painting of curbs and curb ramps as described in the following paragraphs:

1. Paint vertical surface and the first 6 in. of the abutting horizontal surface at the top of all curbs and islands (including PARCS equipment islands) within parking facility to match existing, unless otherwise noted on the Drawings.
2. Paint color for curbs and curb ramps shall be yellow.

D. Proportion International Symbol of Accessibility in accordance with ICC A117.1-2009 Accessible and Usable Buildings or 2010 ADA Standards for Accessible Design.

E. Related Work:

1. Pavement Marking Contractor shall verify compatibility with sealers, joint sealants, caulking and all other surface treatments as specified in Division 07.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Provide product data as follows:

1. Manufacturer’s certification that the material complies with standards referenced within this Section.
2. Intended paint use.
3. Pigment type and content.

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4. Vehicle type and content.

C. Submit list of similar projects (minimum of 5) where pavement-marking paint has been in use for a period of not less than 2 yrs.

D. See requirements of Division 01 Section, “Submittal Procedures,” Part 1 heading, “Submittal Procedures,” for limits to resubmittals.

E. See requirements of Division 01 Section, “Submittal Procedures,” Part 2 heading, “Requests for Information,” for RFI constraints.

1.4 PROJECT CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.

1.5 QUALITY ASSURANCE

A. Provide written 1 year warranty to Owner that pavement markings will be free of defects due to workmanship, inadequate surface preparation, and materials including, but not limited to, fading and/or loss of markings due to abrasion, peeling, bubbling and/or delamination. Excessive delamination, peeling, bubbling or abrasion loss shall be defined as more than 15% loss of marking material within one year of substantial completion and/or occupancy of the parking area. With no additional cost to Owner, repair and/or recoat all pavement marking where defects develop or appear during warranty period and all damage to other Work due to such defects.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement marking materials shall meet Federal, State and Local environmental standards.

B. Paint shall be manufactured and formulated from first grade raw materials and shall be free from defects or imperfections that might adversely affect product serviceability.

C. Paints shall comply with the National Organic Compound Emission Standards for Architectural Coatings, Environmental Protection Agency, 40 CFR Part 59.

D. The product shall not contain mercury, lead, hexavalent chromium, or halogenated solvents.

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2.2 PAVEMENT MARKING PAINTS:

A. Low VOC - Solvent based paint may be employed for white and yellow pavement markings and shall meet the requirements of MPI #32

1. Available Products: Subject to compliance with the requirements, products that may be incorporated into the Work include, but are not limited to the following:

   a. Chlorinated Rubber Traffic & Zone Marking Paint, 7493/7494, by RAE Products & Chemicals Corporation
   b. Setfast Low VOC Acrylic Marking Paint, TM 5626/5627 by Sherwin Williams Company

2. 100% acrylic waterborne paint for special color pavement markings (blue, green, red, black) shall meet requirements of Federal Specification TT-P-1952E. Special color marking materials shall be compatible with the white and yellow pavement markings where they are layered.

B. All products shall have performance requirements of Type I and II of Federal Standard TT-P-1952E.

2.3 COLOR OF PAINT

A. Color of paint shall match existing, unless noted otherwise on Contract Drawings:

1. White: Match federal color chip 37925 and daylight directional reflectance (without glass beads) shall not be less than 84% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.
2. Yellow: Match federal color chip No. 33538. Color shall have daylight directional reflectance (without glass beads) of not less than 50% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.
3. Blue: Match federal color chip No. 35180. Color shall have daylight directional reflectance (without glass beads) of not less than 52% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

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B. Document the location of existing striping and traffic marking, and colors utilized prior to removal of traffic lines and markings for surface preparation.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

E. Striping shall not be placed until full cure of concrete repairs, sealers or coatings. Sealers (other than silane) generally require 14 days @ 70°F or higher. Silane sealers require 24 hrs @ 70°F or higher. Bituminous surfaces generally require 30 days @ 45° F or higher. Coatings shall be fully cured

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Do not paint or finish any surface that is wet or damp.

C. Clean substrates of substances that could impair bond of paints, including dirt, dust, oil, grease, release agents, curing compounds, efflorescence, chalk, and incompatible paints and encapsulants.

D. Concrete Substrates: Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Lay out all striping on each tier, using existing layout, dimensions and details unless otherwise noted on Contract Drawings.

F. Report any discrepancies, interferences or changes in striping due to field conditions to Engineer/Architect prior to painting. Pavement Marking Contractor shall be required to remove paint, repair surface treatment and repaint stripes not applied in strict accordance with Contract Drawings.

G. Where existing painted pavement markings and/or stripes conflict with new striping layout or must be removed due to installation which does not conform to contract requirements, remove existing paint markings, using care to avoid scarring substrate surface.

1. Concrete and asphalt surfaces: Material shall be removed by methods acceptable to Engineer/Architect and cause as little damage as possible to surface texture of pavement. Methods, that can provide acceptable results, are grinding and air or shot blasting. Use of chemicals to remove pavement markings prohibited. Collect

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residue generated by removal of pavement markings and dispose of as required by all applicable laws and regulations. If grinding is used, lightly grind floor surface using wheel mounted floor grinder or similar equipment with positive elevation control of grinder head. For all removal techniques: On test area, demonstrate to Owner acceptable removal of paint material and control of paint removal equipment to prevent substrate scarring.

2. Traffic Topping/Membrane surfaces: Remove existing pavement markings by solvent washing or high-pressure water washing. Submit letter from traffic topping/membrane manufacturer certifying that solvents and/or water pressures are acceptable for this use and will not damage material. On test area, demonstrate to Owner acceptable removal of paint material and control of paint removal equipment to prevent substrate scarring.
3. Contractor shall not use paint, bituminous bond coat or other methods of covering markings to obliterate existing pavement markings.
4. Material deposited on pavement as a result of removal shall be removed as work progresses. Accumulation of material, that might interfere with drainage or might constitute a hazard to traffic, prohibited.
5. Curing compounds on new concrete surfaces (less than 1 yr old) shall be removed per existing pavement marking removal requirements prior to installation of new pavement markings.

H. Work Areas:

1. Store, mix and prepare paints only in areas designated by Contractor for that purpose.
2. Provide clean cans and buckets required for mixing paints and for receiving rags and other waste materials associated with painting. Clean buckets regularly. At close of each day's Work, remove used rags and other waste materials associated with painting.
3. Take precautions to prevent fire in or around painting materials. Provide and maintain appropriate hand fire extinguisher near paint storage and mixing area.

I. Mixing:

1. Do not intermix materials of different character or different manufacturer.
2. Do not thin material except as recommended by manufacturer.

J. Disposal:

1. Contractor shall properly dispose of unused materials and containers in compliance with Federal Resource Conservation Recovery Act (RCRA) of 1976 as amended, and all other applicable laws and regulations.

3.3 APPLICATION

A. Apply painting and finishing materials in accordance with manufacturer's directions. Use applications and techniques best suited for material and surfaces to which applied. Minimum air shall be used to prevent overspray. Temperature during application shall

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be minimum of 40º F and rising, unless manufacturer requires higher minimum temperature. Maximum relative humidity shall be as required by manufacturer.

1. Total wet mil thickness of 0.015 in (minimum).
2. Total dry film thickness of 0.008 in (minimum).

B. All lines shall be straight, true, and sharp without fuzzy edges, overspray or non-uniform application. Corners shall be at right angles, unless shown otherwise, with no overlaps. Line width shall be uniform (-0%, +5% from specified width). No excessive humping (more material in middle than at edges or vice versa).

C. All lines shall be 4-inches wide unless otherwise noted.

END OF SECTION 099121

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SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this and the other Sections of Division 26.

B. References.

1. American Society for Testing and Materials (ASTM):

    a. ASTM A123, "Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products".

2. ANSI/NFPA 70:

    a. "National Electrical Code (NEC)", latest edition.

3. National Fire Protection Association (NFPA).
4. Federal Specification (FS).
5. ANSI/IEEE C.2:

    a. "National Electrical Safety Code (NESC)", latest edition.

6. Underwriters' Laboratories, Inc. (UL).
7. Insulated Cable Engineers Association, Inc. (ICEA).
8. National Electrical Manufacturers Association (NEMA).

1.2 SUMMARY

A. This Section includes limited scope general construction materials and methods for application with electrical installations as follows:

1. Submittals.
2. Coordination/Scheduling/Temporary Power/Quality Assurance
3. Record documents.
4. Maintenance manuals.
5. Rough-ins.
6. Electrical installations.
7. Cutting and patching.
8. Testing/Demonstration/Guarantee
9. Conduit.
10. Encasement for Underground Conduit.

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11. Conductors (under 600V).
12. Wiring Devices.
13. Electrical Boxes & Fittings.
14. Equipment Supports Sleeves and Guards.
15. Miscellaneous Metals.
16. Joint Sealers.

B. Related Sections: Following Sections contain requirements that relate to this Section:

1. The remainder of Division 26, plus general related specifications including:

a. Access to electrical installations.
b. Excavation for electrical installations within the building boundaries and from building to utility connections.

1.3 DEFINITIONS

A. Hazardous Areas:

1. Open parking structures used for parking and storage are not classified as hazardous by National Electrical Code, ANSI/NFPA 70, Article 511.
2. Term "Contractor" used throughout Division 26 shall mean Electrical Subcontractor.
3. Term "provide" shall mean to furnish all necessary labor, materials, equipment, accessories, transportation, services, installation and adjustment under Contract amount, including Contractor's profit, overhead and payment of all taxes and fees.

1.4 SUBMITTALS

A. General: Submit the information specified in accordance with Conditions of Contract and Division 01 Specification Sections.

B. See requirements of Division 01 Section, “Submittal Procedures,” Part 1 heading, “Submittal Procedures,” for limits to resubmittals.

C. See requirements of Division 01 Section, “Submittal Procedures,” Part 2 heading, “Requests for Information,” for RFI constraints.

D. General: Follow procedures specified in Division 01 Section "Submittal Procedures" and as specified in this Section.

E. Shop Drawings. Include:

1. Power and distribution panels.
2. Lighting panels.
3. Disconnect switches.
4. Motor starters.
5. Lighting control panel.

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6. Light standards (poles) with material certifications.
7. Transformers.

F. Catalog sheets with notation of proposed materials. Include:

1. Light fixtures, lamps and ballasts.
2. Wire and cable.
3. Conduit, fittings and supports.
4. Electric heaters.
5. Thermostats.
6. Controls.
7. Boxes.
8. Emergency batteries.
9. Time switches.
10. Security systems.
11. Contactors.
12. Relays.
13. Photoelectric controls.
14. Fans.
15. Air Conditioners/Heat pump.

G. Substitutions

1. Products are referenced in Specification and Drawings to establish standard of quality, style, design, and function of materials, equipment, apparatus, or product.
2. There are often several satisfactory substitutes for standardized utilitarian items which satisfy design objectives.
3. Since it is impractical to name all possible brands that might be furnished, substitutes may be proposed unless specifically stated otherwise.
4. Submit substitutions in accordance with Division 01 and General Conditions of Specification and as follows:

    a. Submit proposed substitute material or equipment to be considered for approval as equivalent to Engineer/Architect at least 7 days before time set for receiving Bids.
    b. Provide IES photometric reports on MS-WINDOWS floppy disk for substitute lighting fixtures.
    c. Contractor shall assume all costs for engineering studies required to evaluate substitute material or equipment.
    d. Contractor assumes all engineering and construction costs necessary for revision in Work due to substitute material or equipment.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer for the installation and application joint sealers, access panels, and doors.

B. Qualify welding processes and welding operators in accordance with AWS D1.1 "Structural Welding Code - Steel".

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1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

1.6 PROJECT CONDITIONS

A. Conditions Affecting Selective Demolition: Following project conditions apply:

1. Locate, identify, and protect electrical services passing through demolition area and serving other areas outside the demolition limits. Maintain services to areas outside demolition limits. When services must be interrupted, install temporary services for affected areas.

1.7 COORDINATION/SCHEDULING/TEMPORARY POWER/CODES AND STANDARDS

A. Coordination

1. Visit site before Bidding to note apparent features which may affect Work. No subsequent allowance will be made because of failure to make examination before Bidding.
2. Check conditions in actual Project against Drawings for all dimensions door swings, ceiling heights or other features affecting electrical Work.
3. Verify all dimensions in field before ordering any material or doing any Work.
4. No extra compensation will be allowed because of differences between actual measurements and dimensions and those indicated on Drawings.
5. Notify Engineer/Architect in writing of any differences which may be found before proceeding with Work.

B. Scheduling

1. Schedule Work so as not to delay other Contractors.
2. Before starting Work, prepare and submit to Prime Contractor schedule of operations outlining proposed order of procedure, giving dates of execution and estimated time required for completion of each step.
3. Coordinate shut-off and disconnection of electrical service with the Owner and the utility company.
4. After schedule has been accepted by Prime Contractor and Engineer/Architect, do not deviate from schedule without written consent of Prime Contractor.
5. No subsequent extras will be allowed for materials and labor not included by Bidder for electrical Work due to lack of familiarity with Contract Documents as they relate to Work of all other trades required for Project.

C. Temporary Power

1. Provide temporary electric service as defined in Division 01 Section "Temporary Facilities and Controls".

D. Codes and Standards:

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1. Comply with:

    a. State electrical administration and local inspection department recognized by state as having jurisdiction.
    b. Requirements of state and federal Occupational Safety and Health Acts.
    c. Latest edition of "National Electrical Code", ANSI/NFPA 70.
    d. Latest edition of "National Electrical Safety Code", ANSI C2.
    e. Underwriters Laboratories (UL).
    f. National Electrical Manufacturers' Association (NEMA).
    g. Institute of Electrical and Electronics Engineers (IEEE).
    h. Illumination Engineering Society (IES).
    i. National Fire Protection Association (NFPA).
    j. International Building Code (IBC):

        1) IBC International Building Code.
        2) IBC International Mechanical Code.
        3) IBC International Plumbing Code.
        4) IBC International Fire Prevention Code.

    k. Building Officials and Code Administrators International, Inc.(BOCA):

        1) The BOCA National Building Code.
        2) The BOCA National Mechanical Code.
        3) The BOCA National Plumbing Code.
        4) The BOCA National Fire Prevention Code.

    l. Southern Building Code Congress International, Inc. (SBCCI):

        1) The SBCCI Standard Building Code.
        2) The SBCCI Standard Mechanical Code.
        3) The SBCCI Standard Plumbing Code.
        4) The SBCCI Standard Fire Prevention Code.

    m. Uniform Building Code (UBC):

        1) The UBC Uniform Building Code.
        2) The UBC Uniform Mechanical Code.
        3) The UBC Uniform Plumbing Code.
        4) The UBC Uniform Fire Code.

1.8 RECORD DOCUMENTS

A. Prepare record documents in accordance with the requirements in Division 01 Section "Closeout Procedures". In addition to the requirements specified in Division 01, indicate installed conditions for:

1. Major raceway systems, size and location, for both exterior and interior; locations of control devices; distribution and branch electrical circuitry; and fuse and circuit breaker size and arrangements.

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2. Equipment locations (exposed and concealed), dimensioned from prominent building lines.
3. Approved substitutions, Contract Modifications, and actual equipment and materials installed.

B. Engage services of a land surveyor or professional engineer registered in the state in which the project is located as specified in Division 01 Section "Execution Requirements" to record locations and invert elevations of underground installations.

1.9 MAINTENANCE MANUALS

A. Prepare maintenance manuals in accordance with Division 01 Section "Closeout Procedures". In addition to requirements specified in Division 01, include the following information for equipment items:

1. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts.
2. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
3. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
4. Servicing instructions and lubrication charts and schedules.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

B. Deliver materials to project in good condition. Store materials off ground and protected from elements.

C. Identify distribution equipment, contactors, control stations, and other devices with permanent, engraved nameplates attached with screws proportional to size of equipment stating name of item and system of which it is part.

1.11 SEQUENCE AND SCHEDULING

A. Coordinate shut-off and disconnection of electrical service with the Owner and the utility company.

PART 2 - PRODUCTS

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2.1 GENERAL

A. Provide:

1. Materials that are new and listed by Underwriters' Laboratories, Inc., bearing their label.
2. Materials suitable for environment and exposure
3. Weatherproof or raintight outdoor equipment.

B. Conform with:

1. National Electrical Code (ANSI/NFPA 70).
2. All state and local codes.
3. National Electrical Manufacturers Association (NEMA).
4. American National Standards Institute (ANSI).
5. National Fire Protection Association, Inc. (NFPA).
6. Insulated Cable Engineers Association, Inc. (ICEA).
7. Underwriters' Laboratories, Inc. (UL).
8. Institute of Electrical and Electronic Engineers (IEEE).

2.2 CONDUIT

A. Exposed: Rigid hot-dipped galvanized steel with threaded fittings. (EMT conduit shall not be used in any location.)

1. Acceptable Manufacturers:

a. Allied Tube & Conduit Corp.
b. Western Tube & Conduit Corp.
c. Wheatland Tube Co.

B. Embedded and Underground: 100% pure, polyvinyl chloride (PVC) rigid, Schedule 40 with cemented couplings in accordance with NEMA TC-6:

1. Acceptable Manufacturers:

a. Carlon.
b. Condux International, Inc.
c. Certainteed Products Corp.
d. Thomas & Betts.

C. At building expansion joints provide at exposed conduit runs only:

1. O.Z. Gedney Type AX Expansion Fittings.

2.3 ENCASEMENT FOR UNDERGROUND CONDUIT

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A. Underground outside of structure and entire service entrance feed: Concrete, 3 in. separation and 3 in. encasement or as indicated on Drawings. Provide warning tape 6 in. below surface and 12 in. above encasement.

2.4 CONDUCTORS (UNDER 600 V)

A. Use copper wire, sized as indicated on the drawings or per NEC when not indicated with No. 10 AWG being minimum allowable power conductor size. Control wiring shall not be less than No. 12 AWG unless otherwise indicated on Drawings.

B. No. 10 AWG and No. 12 AWG; provide solid wire, No. 8 AWG and larger; provide stranded wire.

C. Conductor Insulation: THWN

D. Conductors in fluorescent fixture channels: "THHN"

E. Insulation types of better quality or ratings may be used with Engineer/Architect's approval.

F. Include green colored grounding conductors, sized as indicated on Drawings or per NEC 250 when not indicated, but no smaller than #10, in conduits to provide electrical grounding continuity to all boxes, devices, and outlets.

G. Color code secondary service, feeder, and branch circuit conductors with factory applied color as follows:

208Y/120 Volts	Phase	480Y/277Volts
Black	A	Brown
Red	B	Orange
Blue	C	Yellow
White	Neutral	Natural Gray
Green	Ground	Green

Phasing at terminals shall be A-B-C, from front to back, top to bottom, or left to right as viewed from the front.

H. The phase rotation of all normal power, generator power, and UPS systems must be aligned. Reduced size neutral conductors are not permitted.

2.5 WIRING DEVICES:

A. Wiring devices shall be specification grade with rugged plastic housing and brown in color.

B. All receptacles will be Ground Fault Circuit Interruptor (GFCI) Type.

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C. Switches shall be heavy duty, AC quiet type, toggle handle, 20 amp, 120-277 volts, Hubbell No. 1221.

D. Device plates shall be Hubbell (302/304) brushed stainless steel in enclosed finished areas, hot-dip galvanized steel in enclosed unfinished areas and weather proof type cast metal in other areas or approved equivalents.

E. Fractional Horsepower Manual Starters with thermal overloads (Square "D" Class 2510 or approved equivalent) shall be used to protect all equipment with fractional horsepower motors not controlled from magnetic starter.

2.6 ELECTRICAL BOXES AND FITTINGS:

A. Outlet, device, pull and junction boxes, conduit bodies and fittings shall be sized per NEC Article 370. All conduit connections shall be threaded.

B. Surface boxes and covers: (Aluminum boxes are not acceptable)

1. Weatherproof hot-dip galvanized cast metal or malleable iron with threaded fittings.
2. Weatherproof zinc electroplated cast metal or malleable iron with threaded fittings.

C. Boxes for other areas and uses: Gasketed screw cover boxes, 14 or 12 gage, G-90 grade galvanized bodies, 12 or 10 gage G-90 grade galvanized steel covers, NEMA 3R GSC with threaded hubs.

D. Boxes embedded in walls: Concrete type.

2.7 MATERIAL AND EQUIPMENT SUPPORTS, SLEEVES, AND GUARDS:

A. Provide supports, foundations, stands, platforms, anchor bolts, and other necessary material required to install electrical equipment and systems. When anchor bolts for lighting poles, or other fasteners, are embedded in structure as it is being erected, provide templates and coordinate installation. Anchor bolts and baseplates shall be hot-dip galvanized in accordance with ASTM A153. Bond 1 anchor bolt to structural rebar.

B. Provide hot-dipped galvanized steel sleeves in walls and floors for passage of exposed conduit. Make sleeves watertight and extend sleeves through floors 6 in. above finished floor. Caulk space between conduit and sleeve.

C. Provide approved, hot-dipped galvanized steel guards around junction boxes, conduits, and equipment which may be exposed to vehicle damage.

2.8 MISCELLANEOUS METALS

A. Steel plates, shapes, bars, and bar grating: ASTM A 36.

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B. Cold-Formed Steel Tubing: ASTM A 500.

C. Hot-Rolled Steel Tubing: ASTM A 501.

D. Steel Pipe: ASTM A 53, Schedule 40, welded.

E. Nonshrink, Nonmetallic Grout: Premixed, factory-packages, nonstaining, noncorrosive, nongaseous grout, recommended for interior and exterior applications.

F. Fasteners and Anchors: Hot dipped galvanized or stainless steel, type, grade, and class as required. Mounting holes for all fasteners must be drilled. The use of powder, gas, or other types of power propelled fasteners is prohibited.

2.9 JOINT SEALERS

A. General: Joint sealers, joint fillers, and other related materials compatible with each other and with joint substrates under conditions of service and application as specified in Division 07 “Joint Sealants”.

B. Colors: As selected by Engineer/Architect from manufacturer's standard colors.

C. Fire-Resistant Joint Sealers: Two-part, foamed-in-place, silicone sealant formulated for use in through-penetration fire-stopping around cables, conduit, pipes, and duct penetrations through fire- rated walls and floors. Sealants and accessories shall have fire-resistance ratings indicated, as established by testing identical assemblies in accordance with ASTM E 814, by Underwriters' Laboratories, Inc., or other testing and inspection agency acceptable to authorities having jurisdiction.

1. Products: Subject to compliance with requirements, provide 1 of the following:

a. "Dow Corning Fire Stop Foam", Dow Corning Corp.
b. "Pensil 851", General Electric Co.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting installation and application of joint sealers and access panels. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 ROUGH-IN

A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

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B. Refer to equipment specifications in Divisions 02 through 33 for rough-in requirements.

C. Do not scale Drawings for rough-in measurements.

3.3 ELECTRICAL INSTALLATIONS

A. General: Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:

1. Maintain competent superintendent at site throughout progress of Work until work completed.
2. Use only skilled workers experienced in electrical construction.
3. Coordinate electrical systems, equipment, and materials installation with other building components so as not to delay contractors.
4. Verify all dimensions by field measurements.
5. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for electrical installations.
6. Coordinate installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components as they are constructed.
7. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building.
8. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
9. Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
10. Install systems, materials, and equipment to conform with approved submittal data to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to Engineer/Architect.
11. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
12. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
13. Install access panel or doors where units are concealed behind finished surfaces. Access panels and doors are specified in Division 08 Section "Access Doors and Frames" and this section.
14. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.
15. Provide and install or arrange for installation of anchors supports, support frames, light pole anchor bolts, and other items required for installation of materials or equipment specified under this Division.

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16. Circuit lines shown on Drawings indicate locations of proposed conduit runs, unless noted otherwise.
17. Circuit numbers are shown at each outlet or are designated on each home run.
18. Conduit runs between outlets and home-run conduits may be arranged or grouped to suit job conditions, but follow circuit patterns as designated on Drawings.
19. Review location of all electrical conduit with Engineer/Architect before construction.
20. Cooperate with others to locate electrical conduit out of public view.
21. In case of conflict between riser diagram and floor plan, greater quantity or better quality prevails, subject to approval of Engineer/Architect.
22. After equipment suppliers are selected and exact power requirements known, Contractor shall verify that all components of power supply system are sized properly per NEC and any other governing codes. If any component of power supply system is found to be too small, Contractor shall increase component size to meet codes.
23. In case interferences between Work develop, Engineer/Architect will decide which Work is to be relocated regardless of which was first installed.
24. Conduit Slots: Where Drawings indicate conduits routed through slots in precast tees, personnel shall be at site during time tees are being erected so that conduits can be passed through slots in full lengths before end panels are installed. Otherwise it may be necessary to use shorter lengths of conduits.
25. Any galvanized equipment, materials or hardware that is cut, scratched or field threaded, shall be coated with a zinc rich coating (ZRC or approved equivalent) at these locations.
26. In locations where light fixtures, exit signs, emergency battery packs, remote heads, or other pieces of equipment needs to be mounted over piping or other obstacles, provide extension bracket made out of ¼” hot dipped galvanized steel plates.
27. Trench and backfill in accordance with Division 31 Section "Earth Moving".
28. Cleanup: At completion of Work under this contract, remove from building site and dispose of all rubbish and discarded materials and restore disturbed facilities and surfaces.

3.4 CONDUIT INSTALLATION

A. Conduit shall be sized to provide maximum 40% fill per NEC with 3/4 in. being minimum allowable size. Use large radius sweeps in all bends.

B. In parking areas and unfinished equipment storage/utility rooms, run conduit under slab on grade or exposed unless otherwise indicated. Coordinate location with Engineer/Architect.

C. In elevator lobbies, office areas and other finished areas, conceal conduit runs unless otherwise noted on Drawings.

D. Terminate conduits at all outlets and switches in suitable outlet boxes. Where 2 or more compatible devices are set side by side, set in gang boxes, unless otherwise noted on Drawings.

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E. Coordinate with Engineer/Architect to locate exposed conduit runs. All exposed conduit shall be run square with building except where specifically noted otherwise on Drawings.

F. Securely fasten exposed conduits to ceiling or walls with 1 hole malleable iron hot-dip galvanized pipe straps and clamp backs at 8 ft on center maximum. Provide nest backs or other spacers or extensions as required to achieve proper mounting heights. Using blockouts or other structural members as a source of support is prohibited.

G. Close all unused open knockouts.

H. Provide nylon pull cords in all empty conduits.

I. Take precautions to prevent water, dirt, concrete, or other material from entering conduit and junction boxes.

J. Coring and drilling of walls and beams to conceal conduit and risers are responsibility of this Contractor. Slots in double tees are by precaster. Verify exact locations of penetrations with Engineer/Architect before coring and drilling. Seal all such openings in accordance with Division 07 “Joint Sealants”.

K. Use seal tight flexible conduit in lengths not greater than 2 ft to connect motors, transformers, and for whips connecting trunnion mounted fixtures to junction boxes. Do not install flexible conduit at other locations without written approval of Engineer.

L. Obtain written approval of Engineer/Architect before making significant changes in conduit runs from those indicated on Drawings. Record all changes on set of Drawings furnished by Engineer/Architect. At completion of Work, prepare corrected Record Drawings on transparencies supplied by Engineer/Architect.

M. Conduits penetrating through fire rated walls and floor slabs shall be sealed against spread of fire and products of combustion with intumescent fire barrier penetration sealing system with fire/smoke rating of floor or wall through which conduits pass. Firestopping materials are specified in Division 07 Section “Penetration Fire Stopping.”

N. Conduit containing emergency circuits shall not contain any other type of circuit.

O. Box covers located less than 8 ft above the floor shall be equipped with tamperproof screws.

P. All empty conduits shall be labeled at termination points.

Q. Any conduit that is cut, scratched or threaded shall be coated with a zinc rich coating (ZRC or approved equivalent) at these locations.

R. All conduit connections must be threaded. All conduit connections to panels, boxes, fixtures and other equipment must be made with gasketed threaded hubs.

S. Do not route vertical conduit risers through expansion joints.

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3.5 CONDUCTOR INSTALLATION:

A. All conductors shall be run in conduit.

B. All wire to wire connections shall be made with properly sized wire nuts.

C. Increase wire sizes on long runs to minimize voltage drop to 3% maximum from panel to most distant outlet.

D. Do not begin wiring until work which might cause damage to wires or conduit has been completed.

E. When there are more than 3 current carrying conductors in conduit, apply NEC Ampacity Adjustment Factor, assuming no diversity, and increase conductor sizes as required. (Also comply with any additional local requirements.)

F. Wiring from emergency source or emergency source distribution over current protection to emergency loads shall be kept entirely independent of all other wiring and equipment and shall not enter same raceway, cable, box, or cabinet with other wiring.

G. Use Burndy reducer adaptors as required to connect oversized conductors to breakers or other pieces of equipment.

3.6 WIRING DEVICE INSTALLATION:

A. Locate devices as shown on Drawings.

1. Actual location may vary from these dimensions by enough distance to clear any construction interference or other obstruction.
2. Owner's or Engineer/Architect's request for minor changes in location of switches, outlets, or connections shall not constitute an extra, provided changes are requested before particular outlet or circuit is installed.

B. Switch Installation:

1. Mount at 4 ft above finished floor. Adjust to fit masonry coursing where dimensions are not critical.
2. Install switches on latch side of door unless otherwise noted.
3. Install 2 or more switches together in standard ganged box.

C. Convenience Outlet: Mount so that bottom of box is 18 in. above finished floor except in parking areas, mount bottom of box 36 in. above finished floor. Adjust to fit masonry coursing, strand rail and other obstructions as required.

D. Receptacle plates and switch plates: Install specified device plate on every receptacle and switch shown on Drawings.

3.7 ELECTRICAL BOXES AND FITTINGS INSTALLATION:

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A. Provide box for each device and junction box shown on Drawings.

B. Close unused openings in all boxes in accordance with NEC.

C. All boxes and enclosures for emergency circuits shall be marked so they will be readily identified as component of emergency circuit.

3.8 CUTTING AND PATCHING

A. General: Perform cutting and patching in accordance with Division 01 Section "Cutting and Patching". In addition to the requirements specified in Division 01, the following requirements apply:

1. Protection of Installed Work: During cutting and patching operations, protect adjacent installations.
2. Perform cutting, fitting, and patching of electrical equipment and materials required to:

    a. Uncover Work to provide for installation of improperly scheduled Work.
    b. Remove and replace defective Work.
    c. Remove and replace Work not conforming to requirements of the Contract Documents.
    d. Remove samples of installed Work as specified for testing.
    e. Install equipment and materials in structures.
    f. Upon written instructions from Engineer/Architect, uncover and restore Work to provide for Engineer/Architect observation of concealed Work.

3. Cut, remove, and legally dispose of selected electrical equipment, components, and materials as indicated, including but not limited to removal of electrical items indicated to be removed and items made obsolete by the new Work.
4. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
5. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.
6. Patch existing finished surfaces and building components using new materials matching existing materials and experienced Installers. Installers' qualifications refer to the materials and methods required for the surface and building components being patched.

    a. Refer to Division 01 Section "Reference Standards and Definitions" for definition of experienced "Installer".

7. Patch finished surfaces and building components using new materials specified for the original installation and experienced Installers. Installers' qualifications refer to the materials and methods required for the surface and building components being patched.

    a. Refer to Division 01 Section "Reference Standards and Definitions" for definition of experienced "Installer".

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B. Seal all openings in accordance with Division 07 Section "Joint Sealants".

END OF SECTION 260500

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EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on September 16, 2025 and shall expire upon the date of Final Completion and Acceptance of the Work by the City Engineer, as defined in Articles 3.01 (Commencement, Prosecution, and Completion of Work) and 8 (Completion and Final Payment) of the General Conditions in Attachment “A-1” to Exhibit “A”, unless otherwise terminated herein.

Contractor shall complete all work in strict accordance with the schedule as provided in Articles 4 and 7 of the General Conditions in Attachment “A-1” to Exhibit “A”, and pay any liquidated damages for delays set forth in Article 3.01 of the General Conditions in Attachment “A-1” to Exhibit “A”. No extension shall be granted except via written change order approved by the City pursuant to Paragraph 7 of the General Provisions in the Agreement (as supplemented by Article 6 of the General Conditions in Attachment “A-1” to Exhibit “A”). The City reserves the right to accelerate the schedule or delete portions of the work pursuant to Paragraph 5 of the General Provisions in the Agreement, with corresponding adjustments to compensation.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. **AMOUNT.** Contractor shall be compensated as set forth in the following table. This compensation is fully burdened and inclusive of all direct and indirect costs associated with the work described herein, including but not limited to any expenses incurred by Contractor in performing its obligations under this Agreement.

WORK ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT
1	**GENERAL REQUIREMENTS**				
1.1	Project Mobilization (Not to exceed 10% of the total Bid Amount)	L.S.	1	$32,000	$32,000
1.2	Concrete Formwork	Incidental			
1.3	Concrete Shores and Reshores	Incidental			
1.4	Concrete Reinforcement	Incidental			
1.5	Temporary Signage	Incidental			
1.6	Overhead Protection/Temporary Signage/Traffic Control	Incidental			
2	**FLOOR SURFACE PREPARATION**				
2.1	Floor Preparation - Traffic Topping	S.F.	7,500	$1.50	$11,250
3	**CONCRETE FLOOR REPAIR**				
3.1	Floor Repair - Partial Depth/Shallow	S.F.	220	$139	$30,580
3.3a	Tee Flange Repair - Full Depth	S.F.	3	$850	$2,550
3.3c	Tee joint Repair - Full Depth	S.F.	20	$905	$18,100
3.4	Floor Repair - Curbs/Walks	L.F.	20	$285	$5,700
3.5	Floor Repair -Openings- Install variable Depth Aggregate Base	Cy.	85	$199	$16,915
3.6	Floor Repair -Openings- Construct 4" PCC Pavement	SF.	1500	$14	$21,000

WORK ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT
5	**CONCRETE BEAM & JOIST REPAIRS**				
5.1	Beam Repair - Partial Depth/Shallow	S.F.	110	$346	$38,060
5.3	Beam Repair - Full Depth 12"x15" Rail Section	L.F.	60	$800	$48,000
5.4	Beam & Cracks Repair	L.S.	1	$12,000	$12,000
6	**CONCRETE COLUMN REPAIR**				
6.1	Column Repair - Partial Depth/Shallow	S.F.	10	$367	$3,670
7	**CONCRETE WALL REPAIR**				
7.1	Wall Repair - Partial Depth/Shallow	S.F.	20	$367	$7,340
8	**PRECAST TEE BEAM REPAIR**				
8.1	Tee Beam Repair - Partial Depth/Shallow	S.F.	25	$450	$11,250
8.4	Tee Flange Repair - Partial Depth	S.F.	240	$390	$93,600
PART IV: CRACKS AND JOINTS					
11	**CRACK AND JOINT REPAIR**				
11.5	Epoxy Injection	L.F.	40	$30	$1,200
16	**TRAFFIC TOPPING**				
16.5	Traffic Topping (Complete System)	S.F.	7,500	$7	$52,500
PART VII: MECHANICAL/ELECTRICAL SYSTEMS					
25	**MECHANICAL - DRAINAGE**				
25.1	Mechanical Allowance	ALLOW	1	$12,500	$12,500
30	**ELECTRICAL - LIGHTING**				
30.1	Electrical Allowance	ALLOW	1	$12,500	$12,500
PART IX: METAL WORK					
43	**MISCELLANEOUS METALS**				
43.2	Remove/Replace Rail	L.F.	60	$650	$39,000
45	PAINTING				
45.1	Paint Traffic Markings	L.S.	1	$4,800	$4,800
45.3	Paint Concrete Ceilings and Beams	L.S.	1	$166,912	$166,912

WORK ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT
45.7	Clean and Paint Bearing Angles	L.S.	1	$12,000	$12,000
45.9	Remove & Replace Bearing Angle	L.F.	30	$466	$13,980
49	**CATHODIC PROTECTION**				
49.1	Cathodic Protection - Discrete Anodes	L.S	1	$16,944	$16,944
				SUBTOTAL	$684,351
ADDITIVE SCOPE OF WORK (REPAIR & MAINTENANCE)					
WORK ITEM	**DESCRIPTION**	**UNITS**	**QTY**	**UNIT PRICE**	**AMOUNT**
3.3a	Tee Flange Repair - Full Depth	S.F.	277	$280	$77,560
3.3b	Tee Flange Repair - Full Depth At Joint	SF.	90	$310	$27,900
3.3c	Tee joint Repair - Full Depth	S.F.	55	$310	$17,050
				SUBTOTAL	$122,510
				TOTAL	**$806,861**

B. **NOT TO EXCEED AMOUNT.** In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit "A", including but not limited to unknown electrical wiring, irreparable bearing angles, unknown flooring repairs, the Contractor shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Engineer, the Contractor may utilize up to $125,000 in contingency funds to perform such additional work pursuant to Paragraph 7 of the General Provisions in the Agreement. Any such use of contingency funds shall not increase the total compensation payable to Contractor beyond $931,861.

C. **METHOD OF PAYMENT**. Contractor shall submit a monthly invoice for services performed in the prior month. For services that are only partially completed within a month (or billing period), the City will make prorated payments based on the percentage of completion, as reasonably determined by the City in consultation with the Contractor. The percentage of completion is calculated as the value of satisfactorily completed work (measured by deliverables, progress reports, or other agreed-upon metrics) divided by the total value of the task. Contractor must provide supporting documentation, which may include time logs, progress updates, or partial

deliverables. Any remaining balance is payable upon full completion of the task and approval by the City in accordance with Section D below.

Each invoice shall indicate the dates of service, work item, description of work performed, type of unit, unit price, quantity, corresponding amount, location of the work, and if applicable, percentage of completion and the cost of City preapproved subcontractors. The invoice shall also include the total amount. Invoices must be itemized, adequately detailed, based on accurate records, and if applicable, attach subcontractor invoices, reimbursable expense approvals, and expense receipts. Invoices must be in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

D. **SCHEDULE FOR PAYMENT.** The City agrees to pay within 30 days after the services are completed to the City's reasonable satisfaction.

E. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Slater Waterproofing, Inc.
5577 Arrow Highway
Montclair, CA 91763
Attention: Chad Gamell
Email: Chad@slaterwaterproofing.com

City: City of Redondo Beach
Public Works Department, the Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Lauren Sablan, City Engineer
Email: Lauren.Sablan@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.

N

1 inch = 300 feet

North Pier Parking Structure Repairs Project
Job No 70610

REDONDO BEACH

9/8/2025

Project Location

North Pier Parking Structure Repairs - Quotation Summary Table			
Contractor	**Base Quotation**	**Additive Scope Amount**	**Total Amount**
Slater Waterproofing	$684,351	$122,510	$806,861
Williamson	$1,510,500	$53,525	$1,564,025
Strctural Preservation Systems	$855,633	$149,920	$1,005,553
CSI Services	$877,000	$337,600	$1,214,600
NMN Construction	$1,666,099	$1,151,259	$2,817,358

North Pier Parking Structure Repairs - Quotation Summary Results

Work Item	Description	Units	Qty
3.3a	*Tee Flange Repair Full Depth*	*SF*	277
3.3b	Tee Flange Repair Full Depth at Joist	SF	90
3.3c	Tee Joint Repair Full Depth	SF	55
	TOTAL		

Slater Waterproofing	SPS	Wiliamson	NMN	CSI
$77,560	*$98,914*	*$20,775*	*$494,600*	*$221,600*
$27,900	*$32,138*	*$13,500*	*$498,600*	*$72,000*
$17,050	*$18,868*	*$19,250*	*$158,059*	*$44,000*
$122,510	$149,920	*$53,525*	*$1,151,259*	*$337,600*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc.
3475 E. Foothill Blvd., Suite 100
Pasadena, CA 91107

www.imacorp.com 0H64724

CONTACT NAME:
PHONE (A/C, No, Ext): (626) 799-7000 **FAX (A/C, No):** (626) 583-2117
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fortegra Specialty Insurance Company	16823
INSURER B : American Zurich Insurance Company	40142
INSURER C : Zurich American Insurance Company	16535
INSURER D : Texas Insurance Company	16543
INSURER E : MS Transverse Specialty Insurance Co	41807
INSURER F :	

INSURED
Slater Waterproofing, Inc.
5577 Arrow Highway
Montclair CA 91763

COVERAGES **CERTIFICATE NUMBER:** 87084741 **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ✓ $20,000 BI/PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓		FAU1000104-00	3/9/2025	3/9/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY ✓ Comp 1,000 Ded ✓ Coll 2,500 Ded			BAP106298907	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D E	☐ **UMBRELLA LIAB** ✓ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $ 0			JTR25XCAN-03907-01	3/9/2025	3/9/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC106298807	10/1/2025	10/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Additional Insured applies per CG20101219 &CG20371219 attached, as required by written contract/agreement.
GL, Auto & WC Cancellation Clauses apply per IL00171198 & WC040601A attached.
Additional Insured(s): City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cory Hospedales

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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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
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract	All locations as required per written contract
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.

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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.

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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.

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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
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.	All locations as required per written contract
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.

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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.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy for one or more of the following reasons:

a. Non-payment of premium;

b. Failure to report payroll;

c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;

d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;

e. Material misrepresentation made by you or your agent;

f. Failure to cooperate with us in the investigation of a claim;

g. Failure to comply with Federal or State safety orders;

h. Failure to comply with written recommendations of our designated loss control representatives;

i. The occurrence of a material change in the ownership of your business;

j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;

k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;

l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.

3. If we cancel your policy for any of the reasons listed in **(a)** through **(f)**, we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in items **(g)** through **(l)**, we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.

4. The policy period will end on the day and hour stated in the cancelation notice.

Administrative Report

H.11., **File #** 25-1284 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH TORO ENTERPRISES, INC., A CALIFORNIA CORPORATION, IN AN AMOUNT NOT TO EXCEED $378,875, TO PERFORM CRITICAL SEWER AND STORM DRAIN REPAIRS AT VARIOUS LOCATIONS IN THE CITY FOR A TERM THROUGH SEPTEMBER 16, 2028

EXECUTIVE SUMMARY

Through planned inspections and field observations, Public Works personnel have identified various roadway locations in the City that require urgent storm drain and sewer point repairs due to sinkholes, pipe invert failure, and other defects. These repairs are critical to prevent roadway damage, reduce flooding risks, maintain reliable sewer service, and avoid potential National Pollutant Discharge Elimination System (NPDES) violations.

To perform the necessary repair work, staff contacted contractors with utility infrastructure construction experience and obtained three quotes/proposals. After reviewing the quotes, Toro Enterprises, Inc. was determined to have submitted the most competitive proposal of $303,100 and is available to perform the work according to the City's preferred timeline. Staff recommends adding a 25% contingency ($75,775) in accordance with APP 14.1, which brings the not to exceed total of the recommended agreement to $378,875. Use of the contingency, which requires written authorization by the City Engineer, will allow Toro to address unforeseen circumstances encountered in the field.

Approval of this contract award will allow the City to promptly repair these high-priority locations, protect public infrastructure, and ensure continued compliance with regulatory requirements.

BACKGROUND

The City's aging storm drain and wastewater conveyance systems routinely receives preventative maintenance and rehabilitation at high-priority locations. Occasionally, unforeseen pipe degradation occurs, resulting in a need for more urgent repairs, ideally addressed as soon as possible to avoid complete pipe failure and secondary impacts. The risks associated with these failures include sanitary sewer overflows, sinkholes, roadway collapse, and other public health and safety concerns.

Many of these rehabilitation locations involve corrugated metal pipe (CMP) storm drains that are older than their estimated service life. Historically, CMP was used as an inexpensive means for providing stormwater drainage; however, as these pipes age, they can become highly susceptible to corrosion and eventual failure. This can result in soil collapse, flooding, and sinkholes forming under

pavement. The City still has a large inventory of aging CMP storm drain in place that staff is working to replace or rehabilitate.

To manage these risks, staff regularly inspects CMP storm drains and has developed a cured-in-place pipe (CIPP) lining program to repair and extend the service life of these pipes by 20 to 30 years. Staff prioritizes repairs based on the level of deterioration and available funding. Several years ago, the City Council approved the Citywide CIPP Lining Program, thereby creating a structured framework for the systematic rehabilitation of high-priority sewer and storm drain facilities. Since its implementation, the program has successfully rehabilitated thousands of linear feet of deteriorated sewer and storm drain systems, including difficult-to-access locations, such as easements and rights-of-way. However, certain pipe segments have proven to be beyond rehabilitation and must be addressed with point repairs.

Recent inspections and field assessments identified two sinkholes caused by CMP failures, a sewer line blockage due to utility intrusion, and a break in an existing sewer main. These conditions require immediate corrective action to stabilize the system, safeguard adjacent infrastructure, and restore reliable service in advance of the upcoming rainy season. The scope of work for repair generally includes trenching, excavation, shoring, replacement of damaged CMP with vitrified clay pipe (VCP), backfill and compaction, surface restoration, and traffic control. Staff has initiated the Caltrans encroachment permit process for work within Caltrans right-of-way on PCH for one of the locations.

The following immediate repairs have been identified by City staff:

- Location 1 - 1626 Dixon Avenue - 18-inch CMP storm drain point repair (~10 LF)
- Location 2 - Ormond & Steinhart - 18-inch CMP remove and replace (~6 LF)
- Location 3 - PCH & Knob Hill Avenue - 8" VCP sewer main point repair within Caltrans right-of-way
- Location 4 - 2000 block of Marshallfield Avenue - 8" VCP sewer main point repair

These repairs were identified through CCTV inspections, evidence of sinkhole development, and field assessments conducted by the Public Works Department. If left unaddressed, these failures would pose a hazard to public safety, threaten nearby infrastructure, and could result in regulatory non-compliance with the City's storm drain and sewer system permits.

COORDINATION

This project has been fully coordinated with Caltrans by the Public Works' Engineering and Maintenance Divisions. The Agreement has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funding for this Agreement is available in the City's adopted Capital Improvement Program per the following table.

Funding		Expenditures	
Sanitary Sewer Facilities Rehab Project #50150	$107,500	Estimated Cost	$303,100
Drainage Improvement Project #60260	$271,375	Contingency	$75,775

Total	$378,875	Total	$378,875

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Toro Enterprises, Inc.
- Quotation Summary Results
- Maps - Project Locations
- Insurance - Toro Enterprises, Inc.

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND TORO ENTERPRISES, INC.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Toro Enterprises, Inc., a California corporation ("Contractor" or "Consultant").

WHEREAS, the City owns and operates certain sections of the storm drain and sewer systems located within the City;

WHEREAS, a portion of the City owned storm drain and sewer system has deteriorated and requires repair to its pipes;

WHEREAS, Article XIX, Section 19 of the City Charter generally requires competitive bidding for public works contracts exceeding $200,000;

WHEREAS, Article XIX, Section 19.1(a) of the City Charter, competitive bidding is not required where the proposed work consists of maintenance or repair, as defined by the City Council by ordinance or resolution;

WHEREAS, pursuant to Title 2, Chapter 6.1, Section 2-6.1.01(a) of the City Municipal Code, a "public works project" includes repair of any City owned facility, such as buildings or structures;

WHEREAS, pursuant to Title 2, Chapter 6.1, Section 2-6.1.01(i) of the City Municipal Code repair is defined as activities required to restore City facilities or infrastructure to their original, intended condition after damage, wear, or other degradation;

WHEREAS, the project as described in Exhibit "A" meets the definition of "repair";

WHEREAS, under Title 2, Chapter 6.1, Section 2-6.1.09 of the City Municipal Code, repair projects are exempt from competitive bidding requirements regardless of cost and may proceed via negotiated contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to the following:

A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".

B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. 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, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. 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 Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. 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. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor 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 Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

   If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor 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 Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor’s receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively “Indemnitees”) from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor’s performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees’ active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

    a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the

deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. 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. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.

a. Acknowledgement. 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. Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit “E”, which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations (“DIR”) website located at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City’s prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor’s assets occurs, which reduces Contractor’s assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

21. 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 Contractor 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 Contractor.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. 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 Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. 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 Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. 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.

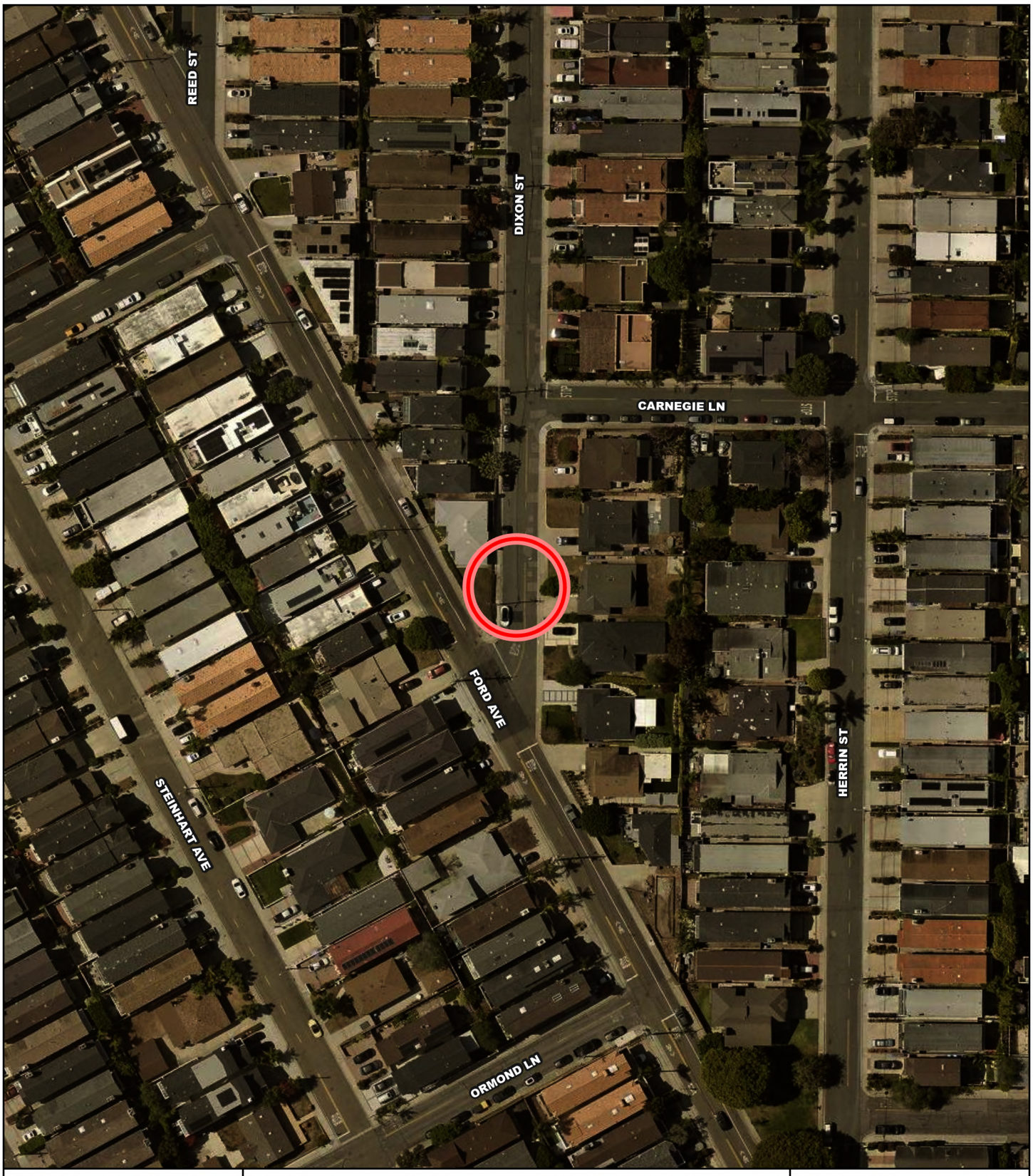
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. 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

Sewer and Stormdrain Urgert Repairs Quotation Summary Table

Location	Description	Unit	Qty	Toro ($)	Clarke Contracting ($)	Hardy & Harper ($)
Location 1 – 1626 Dixon Ave	18" CMP point repair (storm drain) ~ 10 LF (Approximately 18' deep)	LS	1	$ 122,600.00	$ 121,552.00	$ 405,000.00
Location 2 – Ormond & Steinhart	18" CMP remove and replace ~ 6LF at the intersection	LS	1	$ 94,500.00	$ 74,306.00	$ 164,850.00
Location 3 – PCH & Knob Hill	8" VCP sewer main point repair ~ 4LF Caltrans R/W	LS	1	$ 41,000.00	$ 67,263.00	$ 199,660.00
Location 4– Marshallfield (2000 Block)	Sewer point repair (depth ~8–10 ft) ~ 4lF	LS	1	$ 45,000.00	$ 56,154.00	$ 199,660.00
	Total			**$ 303,100.00**	**$ 319,275.00**	**$ 969,170.00**



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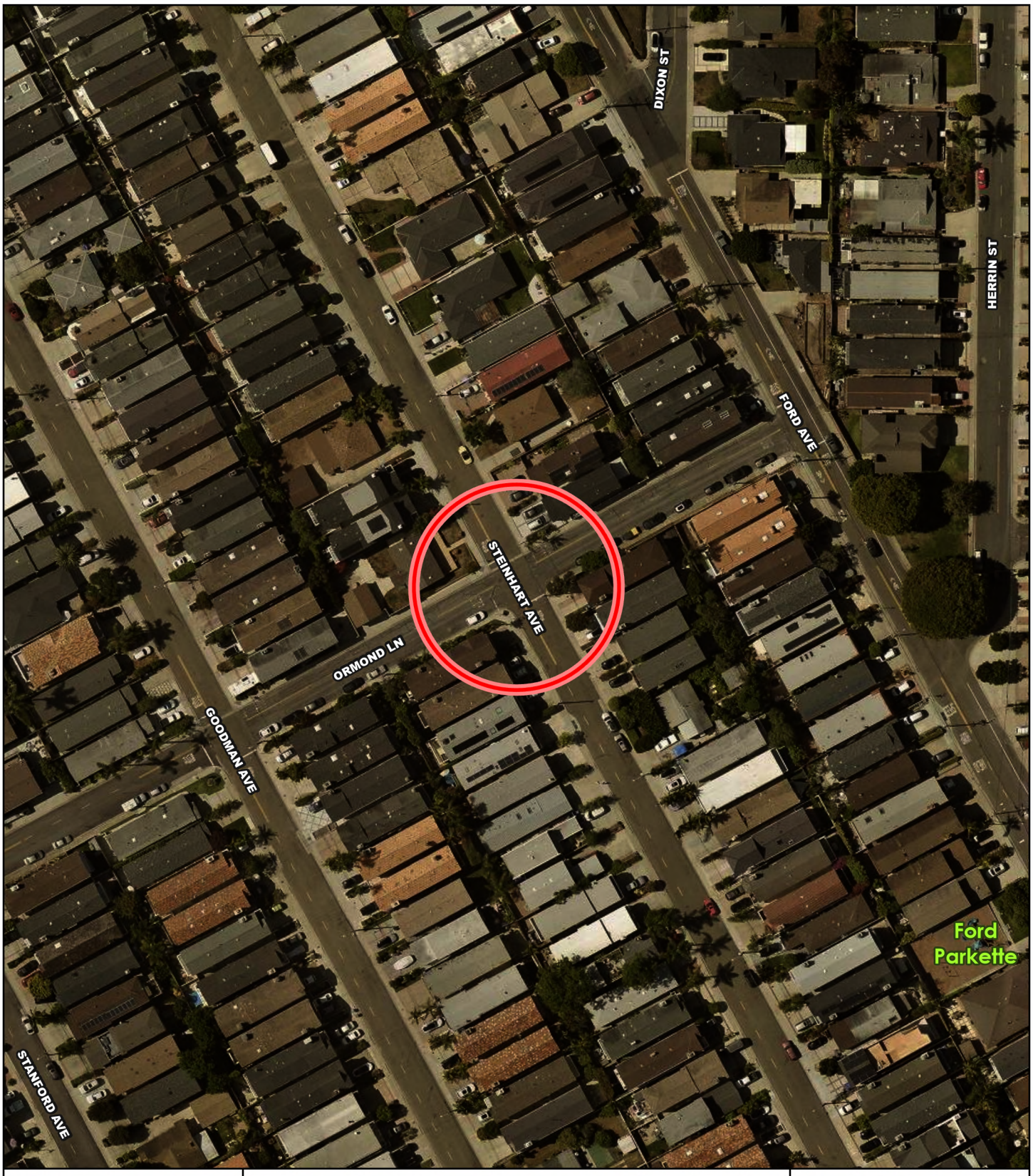
1 inch = 100 feet

Sewer & Storm Drain Point Repairs
Location #1: 1626 Dixon Street
-18" CMP Storm Drain(~10 LF)

REDONDO BEACH

9/8/2025

Project Location



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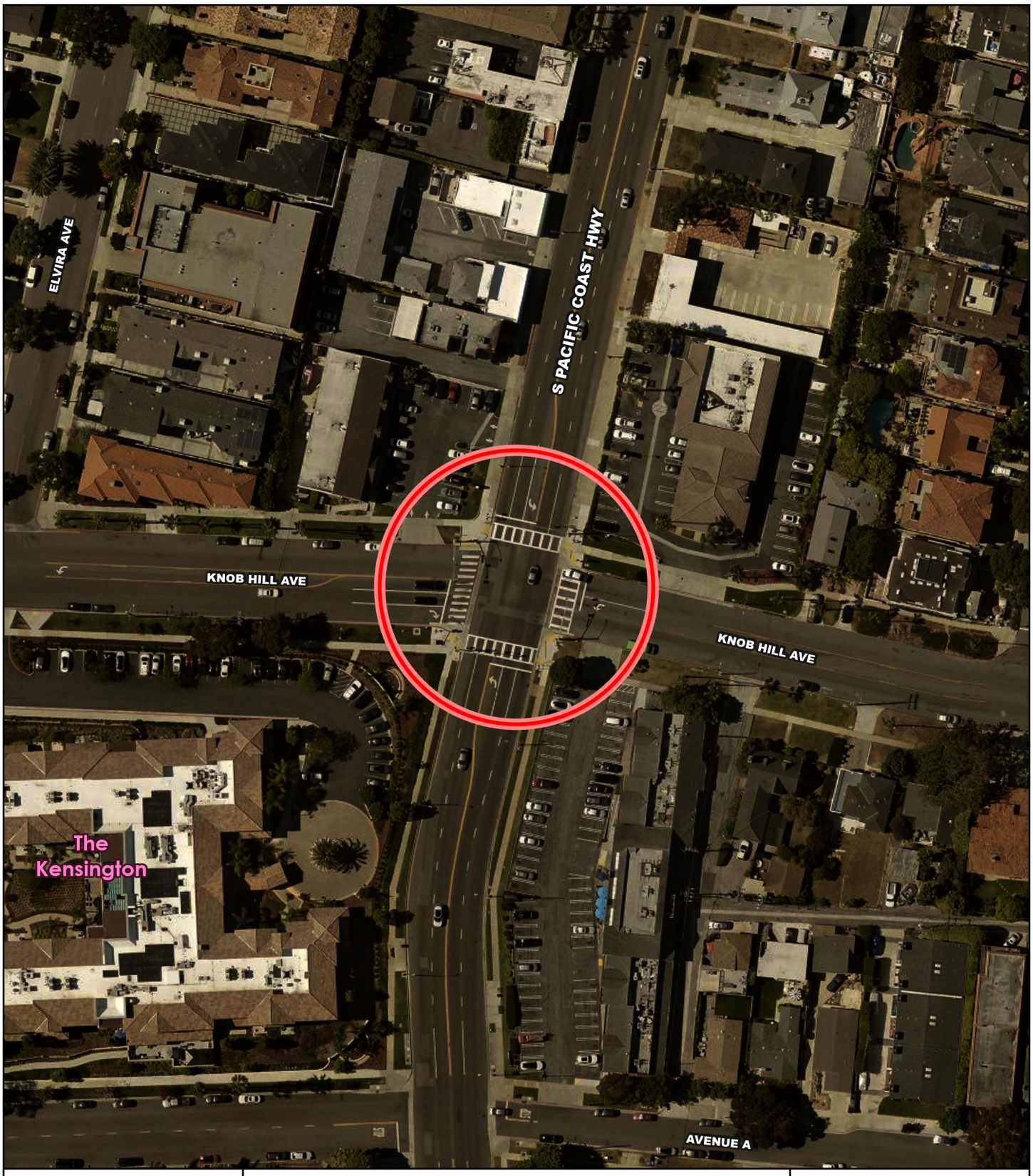
1 inch = 100 feet

Sewer & Storm Drain Point Repairs
Location #2: Ormond & Steinhart
– 18" CMP Remove/Replace (~6 LF)

REDONDO BEACH

9/8/2025

Project Location



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1 inch = 100 feet

Sewer & Storm Drain Point Repairs
Location #3: PCH & Knob Hill Avenue
– 8" VCP sewer main point repair within Caltrans right-of-way

REDONDO BEACH

9/8/2025

Project Location

N

1 inch = 200 feet

Sewer & Storm Drain Point Repairs
Location #4: 2000 Blk Marshallfield Lane
– 8" VCP Sewer Main Point Repair

REDONDO BEACH

9/8/2025

Project Location

CERTIFICATE OF LIABILITY INSURANCE

3/1/2026

DATE (MM/DD/YYYY) 9/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1374471 Toro Enterprises, Inc. P.O. Box 6285 Oxnard CA 93031	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22376722 **REVISION NUMBER:** XXXXXXX

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X DED. $10,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	DT22-CO-3W715586-TIL-25	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	BAP4230716-06	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 4230715-06	3/1/2025	3/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Toro Job #15620 - City of Redondo Beach - Emergency Storm Drain and Sewer Point Repairs - Sinkholes. The City, its officers, elected and appointed officials, employees, and volunteers are included as Additional Insured as respects General and Auto Liability if required by written contract.

CERTIFICATE HOLDER

22376722
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277-2836

CANCELLATION See Attachments

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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City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277-2836

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to *paperless delivery* of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 22376722.

- Email: mountainwestedelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury' caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work' to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury' or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit' and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit' as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit', and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit' to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV — Commercial General Liability Conditions.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Premium	Return Prem.
BAP4230716-06	03/01/2025	03/01/2026	03/01/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:
The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

U-CA-424-F CW (04/14)

"Includes copyrighted material of insurance Services Offices, Inc. with its permission"

Administrative Report

H.12., **File #** 25-1276 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

TITLE

RECEIVE AND FILE A REPORT ON THE STATUS OF THE CITY'S GRANT APPLICATION TO THE CALIFORNIA COASTAL COMMISSION TO FUND A SEA LEVEL RISE ASSESSMENT FOR ALL PROPERTIES WITH A COASTAL ZONING DESIGNATION AS REQUIRED BY SB 272

EXECUTIVE SUMMARY

In 2023, the State enacted Senate Bill (SB) 272 requiring all local jurisdictions to conduct sea level rise assessments for all properties with a Coastal Zoning designation. Pursuant to SB 272, the City must complete the assessment and obtain California Coastal Commission (CCC) approval of an amended Local Coastal Program (LCP) reflecting the results of the assessment by January 1, 2034. To support this work, staff submitted a proposal to the CCC's LCP Local Assistance Grant program in May 2025 requesting the maximum funding award of $500,000. Staff are happy to report that the City's grant application was approved by the CCC Executive Director.

The grant agreement is expected to be sent to the City by the end of September 2025. Following review of the agreement, staff will return to the City Council requesting authorization to accept the grants, execute the grant agreement, and prepare a request for proposals (RFP) to retain a qualified consultant to perform the required assessments. The grant funds will support the necessary technical studies across the coastal zone and help reorganize the City's LCP to improve its read/usability.

BACKGROUND

In 1980, the City of Redondo Beach adopted a LCP to guide development within the City's coastal zone, including King Harbor and the coastal areas south of the Pier. In October of 2013, the California Governor signed Assembly Bill (AB) 691 into law, which required all local trustees of state lands to complete an assessment of the impact of sea level rise on those lands. The Redondo Beach King Harbor Marina is considered state lands and was subject to the sea level rise assessment requirement. In July 2019, the City successfully prepared a Sea Level Rise Vulnerability Assessment (SLRVA) for King Harbor Marina which was trusted to the City by the State. The SLRVA assessed the effects of sea level rise by the years 2030, 2050, and 2100 satisfying the requirements of AB 691. In October of 2023, the California Governor signed SB 272 into law, requiring all local jurisdictions to develop a more comprehensive sea level rise assessment and expand the assessed area to include the entire coastal zone. SB 272 requires compliance and CCC approval by January 1, 2034.

The Local Assistance Grant is administered by the CCC and is available to local entities to fund LCP

updates. On February 18, 2025, the City Council passed Resolution No. CC-2502-005 authorizing staff to apply for this grant to bring the City's LCP into compliance with SB 272. This grant will provide funding to conduct the technical studies needed to assess sea-level rise and coastal hazards for all land within the coastal zone. The method by which sea level rise is measured has been adjusted since the City's 2019 SLRVA, and the funding will also cover updating the original study covering King Harbor. The grant will also fund a general reorganization of the City's LCP, which is difficult to navigate in its current form for City and CCC staff and prospective developers. This effort will ensure the City's LCP remains useful and can be interpreted more quickly and accurately in the future.

In May 2025, City staff applied for a California Coastal Commission Local Coastal Program Local Assistance Grant of $500,000 to amend the City's certified LCP. CCC's Executive Director has approved the City's proposal and the CCC is preparing a draft grant agreement. City staff expect to receive a final grant agreement from the CCC by the end of September 2025. Once the final grant agreement is received, and the City Attorney's Office has completed their review, staff anticipates seeking Council approval in late October 2025.

Adoption would authorize City staff to administer the grant, which would include preparation of an RFP to attract a qualified consultant to assist with completing all relevant grant deliverables in close coordination with the CCC. The deliverables include conducting technical studies to inform necessary LCP updates, creating a draft and final LCP that focuses on sea level rise adaptation and coastal resiliency planning, and providing comprehensive document reorganization for improved interpretation of the LCP.

Key Anticipated Milestones and Deliverables

- September 2025: City receives draft grant agreement
- October 2025: Council considers approval of the grant agreement
- December 2025: Following approval, draft and release the RFP for qualified consultants
- December 2025 - January 2026: Advertise the RFP
- February 2026 - March 2026: Selection of qualified consultant
- April 2026 - May 2026: Draft consultant agreement
- June 2026: City Council consideration of approval of consultant agreement
- July 2026 - April 2027: Complete necessary studies and identify necessary LCP updates including changes for document reorganization
- August 2027: Draft the LCP
- September - October 2027: Harbor Commission review of the draft LCP, City Council review, CCC review for comments
- November 2027: City Council adoption of updated LCP
- December 2027: CCC Final adoption of updated LCP

COORDINATION

This report was prepared by the Waterfront and Economic Development Department.

FISCAL IMPACT

Preparation of this report is part of the Department's annual work plan and operating budget. There is no additional, immediate fiscal impact. Once the grant funding has been formally approved, the City will receive $500,000 for the purpose of completing the mandated assessments and updating the

Local Coastal Plan.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Resolution No. CC-2502-005 Local Coastal Program Grant Application, February 18, 2025

RESOLUTION NO. CC-2502-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AUTHORIZING STAFF TO SUBMIT A LOCAL COASTAL PROGRAM GRANT APPLICATION TO THE CALIFORNIA COASTAL COMMISSION FOR PREPARATION OF A CLIMATE RESILIENCY PLAN AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATIONS, CONTRACTS, AGREEMENTS, AND AMENDMENTS NECESSARY TO IMPLEMENT THE GRANT

WHEREAS, the California Coastal Commission, under the authority of the California Coastal Act, may provide financial assistance to support coastal planning and has approved a grant program to provide such financial assistance for LCP & LUP planning; and

WHEREAS, the goal of the grant program is to develop new or updated LCPs in conformance with the California Coastal Act, promote coastal resiliency, and address the effects of climate change and sea-level rise; and

WHEREAS, the grant proposals submitted under this program must complete LCP planning work with special emphasis on coastal resiliency, addressing the effects of climate change, and providing meaningful public participation; and

WHEREAS, the City of Redondo Beach has an effectively certified LCP; and

WHEREAS, the City of Redondo Beach desires to pursue a project that will update and amend the certified LCP and LUP in response to changing coastal conditions, including climate resiliency, and support the community's adaptation and resiliency efforts; and

WHEREAS, the City of Redondo Beach commits to and agrees to fully support a planning effort intended to amend the certified LCP in accordance with the California Coastal Act with full public participation and coordination with the Coastal Commission staff.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redondo Beach hereby:

SECTION 1. Directs City staff to submit the grant application package attached hereto to the California Coastal Commission to provide financial and planning assistance, under the authority of the California Coastal Act, in the amount of $500,000 to fund the project more particularly described in the grant application package ("EXHIBIT A").

SECTION 2. Authorizes the City Manager or designee to execute, in the name of the City of Redondo Beach, all necessary applications, contracts, agreements, and amendments thereto to implement and carry out the grant application package attached hereto and any project approved through the LCP grant application to the Coastal Commission.

PASSED, APPROVED AND ADOPTED this 18 day of February, 2025.

DocuSigned by:
6BC0853B8F644F1...

James Light, Mayor

APPROVED AS TO FORM:

DocuSigned by:
669049EDE03D402...

Michael W. Webb, City Attorney

ATTEST:

DocuSigned by:
72F2AC716C214CF...

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 Resolution No. CC-2502-005 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 18 day of February, 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES: NEHRENHEIM, LOEWENSTEIN, KALUDEROVIC, OBAGI, JR., BEHRENDT

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, CMC
City Clerk

CALIFORNIA COASTAL COMMISSION
LCP LOCAL ASSISTANCE GRANT PROGRAM
NON-COMPETITIVE GRANT APPLICATION FORM

The California Coastal Commission is pleased to announce the availability of rolling grant funding to support local government coastal resiliency efforts. Funding is provided by the Budget Act of 2021, which appropriates $31 million to the Coastal Commission to support its LCP Local Assistance Grant Program. The grant program is intended to provide assistance to local governments responsible for developing and amending Local Coastal Programs. Funds may be used for projects that are designed to assist local governments in assessing impacts and planning for coastal resiliency, including adapting to the impacts of climate change and sea level rise, and which contain an LCP planning component.

As part of the recently adopted grant program updates, the Coastal Commission developed a non-competitive, rolling application process that is separate from the Commission's competitive grant rounds. **This rolling application process is designed for targeted projects up to $500,000** which have a high likelihood of success over a shorter grant term, such as a single feasibility study with targeted LCP changes. The application form and additional details are provided below. More information on eligible grantees and projects, program priorities, and evaluation criteria can be found in the recently adopted LCP Grant Program Updates.

Coastal Commission staff is available to assist during the application process. Applicants are encouraged to reach out to the LCP Grant team with any questions as they develop their applications. Contact information is provided below.

Contents

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APPLICATION MATERIALS 3
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CONTACT INFORMATION 7
Attachment A: Sample Resolution 9
Attachment B: Application Checklist 11
Attachment C: Program Priorities and Evaluation Criteria 12

APPLICATION FORM

APPLICANT INFORMATION

Applicant name (agency):	
Address:	
Primary Contact name:	Title:
Telephone:	Fax:
Email:	
Federal Tax ID#:	

Person authorized to sign grant agreement, amendments, and Request for Funds:	
Name:	Title:
Telephone:	Email:

PROJECT INFORMATION

Project Title:	
LCP/LCP Segment:	
Project Location	
City/Geographic area:	
County:	
Project Timeline	
Start date: MM/DD/YYYY	End date: MM/DD/YYYY

Signature:_____ Date:

APPLICATION MATERIALS

A complete grant application package will consist of the following materials. Please note the entire grant application will be public record upon submittal.

1. **Signed Application Form**. The signed application form (page 2, above), including the agency, primary contact, person authorized to sign, and project information.

2. **Project Description**. Provide a clear description of the proposed project, including how the project will meet program priorities and fulfill the evaluation criteria (see Attachment C). Describe the goals and objectives to be achieved as well as key deliverables and LCP planning components (including specifying whether proposed work will include updates on the Land Use Plan, Implementation Plan/Zoning Code, and/or a Public Works Plan). Note that public outreach and coordination with Coastal Commission staff are required components of these grants. The Project Description section should be no more than 2 pages in 12 point font, single-spaced.

   Please note that the non-competitive grant program is intended for more targeted projects which have a high likelihood of success over a shorter grant term, such as a single feasibility study with targeted LCP changes. Comprehensive LCP updates or projects that include development of multiple studies and significant LCP changes will likely be more appropriate for the competitive grant rounds.

3. **Task Descriptions and Schedule.** Provide a description of the tasks that will accomplish your project goals and objectives (see Section (a.) below) and complete a proposed schedule, including anticipated benchmarks, for implementation of each task (see Section (b.) below).

   a. **Task Descriptions:** Identify specific tasks and subtasks to be accomplished and provide a narrative description of each task and subtask, including the approach needed to accomplish the task and the roles of partners and stakeholders. Task descriptions should briefly state how they support the overall project goals.

      Proposed deliverables for each task should be described as well, such as draft and final sea level rise vulnerability assessments and adaptation reports, and draft, revised draft, and submittals of Land Use Plans, Implementation Plan, and/or Public Works Plans. Note that tasks (and the schedule, below) should account for review of major deliverables by Coastal Commission staff and members of the public prior to finalization.

      Please describe how the project applicant will conduct outreach to engage stakeholders in the planning process, particularly those from disadvantaged and low-income communities, as well as California Native American Tribes, and how these stakeholders will be involved in the planning or assessment process. If your project includes partners, please identify their roles and responsibilities.

b. **Schedule:** Complete the schedule template below for each task and subtask. Please specify dates for the submittal of interim drafts as well as final deliverables as applicable (*e.g.*, Draft Vulnerability Assessment and Final Vulnerability Assessment). Staff anticipates that these targeted grants will support projects that can be accomplished in approximately two years, though longer project terms will be considered.

Proposed Start/End Dates:

Task 1. Title	**Projected start/end dates:**
1.1 Subtask Name	Projected start/end dates:
1.2 Subtask Name	Projected start/end dates:
…etc.	Projected start/end dates:
Outcome/Deliverables: a. … b. …	a. Completion date b. Completion date
Task 2. Title	**Projected start/end dates:**
2.1 Subtask Name	Projected start/end dates:
2.2 Subtask Name	Projected start/end dates:
…etc.	Projected start/end dates:
Outcome/Deliverables a. …	a. Completion date
…Continue for all required Tasks	Projected start/end dates:

c. **Benchmark Schedule:** Please list (1) all significant and pertinent project benchmarks related to the project for which funds are being requested, (2) expected dates for reaching or completing those steps. These dates will be used in monitoring grant progress and in grant reporting under approved grant agreements.

ACTIVITY	**COMPLETION DATE**

4. **Budget.** Please include a task-by-task budget for both County/City staff labor and for potential consultants and/or project partners. Budget detail on sub-tasks is not necessary and budgets may be amended following execution of grant agreements. Note that consultant/partner costs must be listed by task and must include all costs relating to consultant/partner labor, travel, supplies, overhead, etc. If consultants will be hired at a later date, please include a budget estimate per task that can be updated after hiring the consultants. **Please note that these non-competitive, rolling grants are intended for projects up to $500,000.** Applications for larger grant projects should be reserved for future competitive grant rounds.

Application Budget Information

Funding Request: $ Total Project Cost: $

Jurisdiction Name	***CCC Grant Total***	***Match/Other Funds***	***Total (LCP Grant Funds + Match/ Other Funds)***
LABOR COSTS[1]			
County/City Staff Labor			
Task 1 – *Task name*			
Task 2 – *Task name*			
Task 3 – *Task name, etc.*			
Total Labor Costs			
DIRECT COSTS			
County/City Staff Project Supplies			
A			
B, etc.			
Total			
County/City Staff Travel In State[2]			
Mileage			
Hotel, etc.			
Total			
Consultants[3]/Partners			
Consultant A			
Task 1 – Task Name			
Task 2 – Task Name			
Consultant B, etc.			
Task 1 – Task Name			
Task 2 – Task Name			
Consultants Total			
Total Direct Costs			
OVERHEAD/INDIRECT COSTS[4]			
Total County/City Staff Overhead/Indirect Costs			
TOTAL PROJECT COST			

[1] Amount requested should include total for salary and benefits.

[2] Travel reimbursement rates are the same as similarly situated state employees.

[3] All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

[4] Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for "Total Labor."

5. **Supplementary Information** (optional). Additional photos, maps and/or other information may be included as attachments if such materials will help illustrate or support the proposed project. This may include maps or other information identifying disadvantaged and low-income communities within the planning area; maps, photos, or other information regarding project areas identified to be significantly impacted by climate change or sea level rise; brief descriptions or links to previously completed studies or other work upon which the proposed project will build; or letters of support from relevant stakeholders.

   Please note: All photos, maps, and additional information submitted is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, or display it, free of charge. All items submitted will be considered a public record upon submittal and will be treated in accordance with Public Records Act requirements. Please indicate if credit is requested for any photos and/or maps or documents.

6. **Resolution from the Applicant's Governing Body.** Please submit a resolution that contains the following authorizations: 1) authority to submit the proposal, 2) authority to enter into a grant agreement with the California Coastal Commission if the grant is awarded, and 3) designation of the applicant's authorized representative (name and title). A sample resolution is provided as Attachment A. Resolutions should also contain clear statements of commitment to full completion of the intended grant process, including submission of applicable LCP products (LCP submittal or amendment) to the Commission for review.

SUBMISSION INSTRUCTIONS

Please submit the completed application form, including all attachments, via email to LCPGrantProgram@coastal.ca.gov. Submit all application materials combined in a single PDF file, AND submit the Project Proposal (including project description, task descriptions, schedule, and budget) as a Word document. See Attachment B for an application checklist.[5]

If you are unable to submit via email, you may mail a CD and hard copy to the Coastal Commission at the address below. Please coordinate with Kelsey Ducklow via email prior to mailing hard copy application materials.

Kelsey Ducklow
California Coastal Commission
455 Market St., Suite 300
San Francisco, CA 94105

kelsey.ducklow@coastal.ca.gov

[5] Please note: all information that is submitted is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, or display it, free of charge. All documents submitted will be considered a public record upon submittal and will be treated in accordance with Public Records Act requirements. Please indicate if credit is requested for any photos and/or maps.

Once an application has been submitted, Commission staff will confirm it has been received, and may follow up for clarifications, additional details, or to recommend that an amended application be submitted. The Executive Director will make a final determination on grant awards within 30 days of submittal of a complete grant application. Applicants will be notified of the decision, and staff will provide an update to the Coastal Commission on awarded projects. Projects not awarded funding through the non-competitive program will still be eligible for future competitive grant rounds.

CONTACT INFORMATION

Coastal Commission staff are pleased to assist local governments during preparation of LCP grant applications. Contact information for the LCP Grant Program Team is included below. **Please note that due to the COVID-19 Pandemic, many staff members continue to work from home, so email may be the best way to contact them at this time**.

For questions on the overall grant application process, including project eligibility and funding requirements, please contact Kelsey Ducklow at: kelsey.ducklow@coastal.ca.gov or (415) 904-2335.

Questions regarding specific project proposals should be directed to the LCP grant coordinator for the respective County:

- For Del Norte, Humboldt, Mendocino, Santa Cruz, Monterey, and San Luis Obispo Counties, please contact Awbrey Yost at: awbrey.yost@coastal.ca.gov, or call (831) 427-4863.
- For Sonoma, Marin, San Francisco, San Mateo, and Orange Counties, please contact Brittney Cozzolino at: brittney.cozzolino@coastal.ca.gov, or call (415) 904-5271.
- For Santa Barbara and Ventura Counties, please contact Karen Vu at: karen.vu@coastal.ca.gov, or call (415) 904-5268.
- For Los Angeles and San Diego Counties, please contact Mary Matella at: mary.matella@coastal.ca.gov, or call (415) 904-6093

For District-specific questions, contact information for each district office is listed below.

North Coast (Del Norte, Humboldt, Mendocino Counties)

- Shana Gray, Deputy Director: shana.gray@coastal.ca.gov, (415) 904-5280
- Melissa Kraemer, District Manager: melissa.kraemer@coastal.ca.gov, (707) 826-8950

North Central Coast (Sonoma, Marin, San Francisco, San Mateo Counties)

- Dan Carl, Deputy Director: Dan.Carl@coastal.ca.gov, (831) 427-4863
- Stephanie Rexing, District Manager: stephanie.rexing@coastal.ca.gov, (415) 904-5260

Central Coast (Santa Cruz, Monterey, San Luis Obispo Counties)

- Dan Carl, Deputy Director: Dan.Carl@coastal.ca.gov, (831) 427-4863
- Kevin Kahn, District Manager: kevin.kahn@coastal.ca.gov, (831) 427-4863

South Central Coast (Santa Barbara and Ventura Counties, and the Malibu portion of Los Angeles County)

- Steve Hudson, Deputy Director: Steve.Hudson@coastal.ca.gov, (805) 585-1800
- Barbara Carey, District Manager: Barbara.Carey@coastal.ca.gov, (805) 585-1800

South Coast (Los Angeles (except Malibu) **and Orange Counties)**

- Karl Schwing, Deputy Director, Orange County: Karl.Schwing@coastal.ca.gov, (562) 590-5071
- Steve Hudson, Deputy Director, Los Angeles County: Steve.Hudson@coastal.ca.gov, (562) 590-5071
- Amber Dobson, District Manager: Amber.Dobson@coastal.ca.gov, (562) 590-5071
- Shannon Vaughn, District Manager: shannon.vaughn@coastal.ca.gov, (562) 590-5071

San Diego (San Diego County)

- Karl Schwing, Deputy Director: Karl.Schwing@coastal.ca.gov, (619) 767-2370
- Diana Lilly, District Manager: diana.lilly@coastal.ca.gov, (619) 767-2370
- Kanani Leslie, District Manager: kanani.leslie@coastal.ca.gov, (619) 767-2370

Attachment A: Sample Resolution[6]

WHEREAS, the Budget Act of 2021 provides up to $31 million to support the Coastal Commission's LCP Local Assistance Grant Program which awards grants to local governments to support coastal resiliency and updates to Local Coastal Programs (LCPs); and

WHEREAS, the California Coastal Commission, under the authority of the California Coastal Act, may provide financial assistance to support coastal planning and has approved a grant program to provide such financial assistance for LCP planning; and

WHEREAS, the goal of the grant program is to develop new or updated LCPs in conformance with the California Coastal Act and to promote coastal resiliency and address the effects of climate change; and

WHEREAS, grant proposals submitted under this grant program must complete Local Coastal Program (LCP) planning work with special emphasis on coastal resiliency and addressing the effects of climate change and sea-level rise; and

WHEREAS, (insert name of jurisdiction), has [does not yet have] an effectively certified LCP [or LCP segment]; and

WHEREAS, the (name of jurisdiction), desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an Amendment to the LCP [in whole or in part]; and

[For uncertified areas] WHEREAS, the (name of jurisdiction), desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an LCP and desires to assume permit issuing authority; and

WHEREAS, the (name of jurisdiction) commits to and agrees to fully support a planning effort intended to [complete or] amend a certified LCP pursuant to the provisions of the California Coastal Act, with full public participation and coordination with the Coastal Commission staff.

NOW, THEREFORE, BE IT RESOLVED, that the [name of legislative or policy body], of the [name of jurisdiction], hereby:

1. Directs [name of jurisdiction] staff to submit the grant application package attached hereto as Attachment 1 to the California Coastal Commission to provide financial and planning assistance, under authority of the California Coastal Act, in the amount of $_____ to fund the project more particularly described in the grant application package.

[6] This sample is provided for informational purposes only; please contact your attorney before using this sample.

2. Authorizes the (title of official), of the (name of jurisdiction), to execute, in the name of the (name of jurisdiction), all necessary applications, contracts and agreements and amendments thereto to implement and carry out the grant application package attached hereto and any project approved through approval of the grant application.

PASSED AND ADOPTED by the (name of legislative or policy body), of the (name of jurisdiction), on this ____ day of _____, 2021 on the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Attest:

_____

Signed:

_____
(name and title of official authorized to sign resolutions of the governing body)

Attachment B: Application Checklist

A complete Grant Application Packet includes the following components. Please submit all documents in a single PDF file as well as a Word Document of the Project Proposal details, as noted below. **It is very important to receive the PDF file and a Word document for efficiency in preparing grant agreement documents.** Thank you for your attention to these important components of the application.

- ☐ Signed LCP Grant Application Form (.pdf)
- ☐ Project Proposal (.docx)
  - Project Description, Task Descriptions, Schedule, Budget, and Supplemental Information
- ☐ Signed Resolution (.pdf)
- ☐ All documents combined into a single PDF file (.pdf)

Attachment C: Program Priorities and Evaluation Criteria

Applications for LCP local assistance planning grants will be evaluated for their ability to complete the proposed planning work. Projects selected for funding will be those that best meet the Commission's adopted program priorities and evaluation criteria, which were updated at the October 2021 hearing to reflect current planning needs.[7]

Eligible Grantees and Projects

These grants are intended to provide assistance to local governments responsible for developing and amending Local Coastal Programs, and such local governments must be the primary applicant and grantee. Coastal jurisdictions may also partner together in support of regional planning efforts and/or grant funds may be used to support relevant stakeholder groups to achieve specific project goals. Local governments are eligible to apply for projects that were not previously funded.

Eligible projects are those that are designed to assist local governments in assessing impacts and planning for coastal resiliency, including adapting to the impacts of climate change and sea level rise, and which contain an LCP planning component. Grant funds may be used for technical, economic, policy, and other analyses, feasibility studies, vulnerability assessments, adaptation plans, outreach and coordination efforts, and activities related to LCP adoption and submittal. LCP planning components may include development of a new LCP, a comprehensive LCP update, an LCP amendment (*e.g.*, updates to coastal hazards policies; incorporation of new sea level rise related policies or programs), targeted LCP changes (*e.g.*, changes to LCP policies/zoning to allow for implementation of identified sea level rise adaptation strategies or climate resiliency projects; updates to previously adopted SLR policies in response to continued planning), or similar activities undertaken through a Public Works Plan (PWP) process.

More information on eligible project types is provided in the program priorities and evaluation criteria sections below. Additional details, including project examples, may be provided in forthcoming grant application announcements.

Program Priorities

Applications will be evaluated for their ability to advance coastal resiliency efforts in the context of LCP planning. This may include:

- Completion of technical, economic, policy, or other analyses meant to assist in understanding, planning for, and adapting to climate change and sea level rise, and increasing coastal resiliency, including but not limited to general vulnerability assessments, studies to evaluate impacts based on evolving science (*e.g.*, extreme sea level rise, groundwater change), feasibility and design studies for nature-based adaptation or other specific strategies, and development of monitoring programs

[7] See: *Recommended Updates to the LCP Local Assistance Grant Program*, adopted October 15, 2021.

- Planning work and/or related studies to support development of regional, neighborhood, site, or asset specific adaptation approaches, including phased adaptation/adaptation pathways, such as for a Shoreline Management Plan, a Coastal Hazards Response Plan as required by a Coastal Development Permit, or similar
- Planning work and/or focused outreach efforts to increase public awareness and participation in climate change and sea level rise planning activities, particularly among vulnerable communities
- Planning work to address environmental justice concerns, particularly related to climate change and sea level rise planning activities, and to ensure equitable protection of coastal resources and provision of public coastal access and lower-cost recreation for everyone, regardless of race, ethnicity, socio-economic status, or place of residence
- Completion of land use plan and/or zoning work to achieve certification of a new Local Coastal Program (or an Area of Deferred Certification) or planning and/or zoning work to significantly update certified LCPs (or LCP segments) in whole or in part to provide for coastal resiliency, or to reflect changed conditions, new information and scientific knowledge, new programs and policies, or other significant changed circumstances

Evaluation Criteria

Staff will evaluate grant applications against the following selection criteria. The criteria will be considered as a whole, not weighted.

Public Benefit/Significance

The Commission will consider the extent to which the proposed project will address issues of statewide significance and maximize public benefits of the coast. These can include reducing greenhouse gases and addressing the impacts of climate change and sea level rise; preserving and enhancing coastal habitat; protecting, providing and enhancing public access; protecting priority land uses such as agriculture, coastal dependent development, or recreation; protecting and providing lower cost visitor and recreational opportunities. The Commission will consider the extent to which priority Coastal Act resources are addressed and the public benefits maximized.

Environmental Justice

In 2016, the Legislature passed AB 2616 giving the Coastal Commission explicit authority to consider environmental justice, defined in California Government Code Section 65040.12(e), as updated in 2020, as: "*The fair treatment and meaningful engagement of people of all races, cultures, incomes, and national origins with respect to the development, adoption, implementation and enforcement of environmental laws, regulations, and policies.*" Low-income communities, indigenous communities, communities of color, and other marginalized communities often bear a disproportionate burden of pollution or other environmental harms, while suffering from a lack of environmental services, such as clean drinking water, clean air, and access to parks and open space. Addressing these types of disparities and barriers to

meaningful involvement is critical for ensuring that Coastal Act goals of protecting coastal resources for all are equitably fulfilled, particularly as climate change results in evolving risks, without creating new or continuing to exacerbate existing environmental burdens in environmental justice communities. The Coastal Commission will consider the extent to which environmental justice issues are addressed when evaluating grant proposals.

Addressing the Effects of Climate Change

Climate change is one of the most significant policy areas to emerge since many of the LCPs have been certified. The Commission is seeking LCP updates and amendments that address the effects of climate change, including land use, housing, transportation, and habitat restoration and conservation policies that facilitate reductions in greenhouse gases and vehicle miles traveled, as well as the planning and implementation of strategies to adapt to sea level rise and other issue areas affected by climate change, such as changes in habitats and fire hazards.

Relative Need for LCP Update

Related to the public benefits of a proposal, the Commission will consider the relative need for an LCP update, considering the length of time since an LCP or LCP segment has been updated and the significance of the issues proposed to be updated. For example, many jurisdictions seek to assess vulnerability and develop adaptation solutions to address sea level rise, fire, or other climate change impacts to critical infrastructure, residential areas, recreational amenities and open space, or significant wetland and habitat areas. Others have identified needs to reduce vehicle miles traveled, encourage smart growth, increase climate-resilient housing supply, improve public transit, and enhance pedestrian and bicycle options, particularly to and along the coast. A proposal to complete technical studies, economic analyses, mapping, public outreach, and development of LCP policies in support of these options may be important.

Likelihood of Success/Effectiveness

Overall, the success of the Commission's grant program will be measured by the progress made toward development and implementation of climate resilience strategies, including through LCP certification, update, or amendment. The Commission will consider the likelihood of success of each proposal, including evaluating the practicality, feasibility, and effectiveness of a proposed work program that may lead to successful implementation. Proposals must address the need for coordination with the public and the Commission, and provide for practicable benchmarks for development and review of studies, plans, LCP policies, and other project-specific deliverables.

Other evidence in support of this criteria may include resolutions of intent and endorsement for the proposed work from the jurisdiction and other organizations, matching funds, or other complementary efforts (see below), or other factors that may affect the likelihood that an LCP amendment will be successfully completed. Applicants will be asked to describe any LCP planning work that has been initiated or is already underway at the local level and how this grant program is needed to substantially further that effort. A resolution from the applicant

committing to completing an LCP Amendment submittal to the Commission will be required as part of the application.

For new LCP development, the local government should demonstrate its willingness and capacity to assume local coastal development permit processing. Relatedly, some areas of the coastal zone remain uncertified because the Commission and local government have been unable to reach agreement on the resolution of issues or the issue is particularly intractable. The Commission will consider the likelihood that such areas and specific policy questions can be successfully addressed, leading to certification of the area.

Project Integration/Leverage/Matching Funds

The Commission will consider the relationship of the LCP work program to other planning work being undertaken by the jurisdiction. There are several statewide grant programs underway which may positively integrate with this LCP Planning Grant program. Applicants will be asked to describe any other related grant awards (such as through past Coastal Commission grant rounds, or from the Ocean Protection Council, Coastal Conservancy, Caltrans, or the Strategic Growth Council) that may support the LCP planning work. The Commission will consider the ability to integrate and leverage any additional program funds available that could help support LCP certification, update, or amendment.

Administrative Report

H.13., **File #** 25-1287 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

TITLE

APPROVE AN AMENDMENT TO THE LETTER OF ENGAGEMENT BETWEEN THE CITY OF REDONDO BEACH AND JL GROUP, LLC TO CONDUCT INDEPENDENT WORKPLACE INVESTIGATIONS ON AN AS-NEEDED BASIS

EXECUTIVE SUMMARY

The City of Redondo Beach remains committed to ensuring its employees are safe, engaged, and supported in a positive work environment that is free of discrimination, harassment, retaliation, and workplace misconduct. Occasionally, the City has need to engage a neutral and independent outside investigator to conduct impartial fact-finding investigations into allegations of workplace misconduct. In October 2024, the City retained JL Group, LLC for a one-year term to perform workplace investigations in response to complaints of discrimination, harassment, retaliation, or workplace misconduct on an as-needed basis. During this timeframe, JL Group, LLC has conducted three investigations for the City and has performed extremely well, providing timely and professional services and reports. The Agreement is set to expire on October 2, 2025, and staff recommends that Council approve an amendment to extend the Agreement until terminated. The agreement provides for termination by either party with 30-days' notice. This will ensure staff has access to these services on an on-going as needed basis. The rate structure, and all other terms of the agreement would remain the same.

BACKGROUND

State law requires adherence to investigative protocols that are built on the principles of objective and impartial fact-finding. While many workplace investigations are conducted internally, in some cases, it is necessary and more appropriate to have an external investigator perform the task. The JL Group specializes in public entity investigations, including public safety, and has extensive experience investigating a wide range of matters including allegations of harassment, discrimination, retaliation, internal affairs, and investigations involving high ranking officials. Their scope of work may include review of relevant documentation, including, but not limited to, personal or business records, conducting fact finding interviews with appropriate employees, drafting comprehensive investigative reports, and analysis of City policy as it relates to fact findings.

To perform investigations, JL Group, LLC will continue to charge a rate of $250 per hour, plus associated expenses.

COORDINATION

The Engagement Letter and Amendment was coordinated with the Human Resources Department and the City Attorney's Office.

FISCAL IMPACT

The number of hours per assignment may vary due to the complexity of the investigation, but typically run between 30 and 100 hours for each investigation. It is anticipated that JL Group, LLC will be assigned approximately two-to-three investigations per year. Funding for these services is included as part of the Human Resources Department Fiscal Year 2025-2026 Operating Budget.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- First Amendment to Letter of Engagement

FIRST AMENDMENT TO THE
LETTER OF ENGAGEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND JL GROUP, LLC

THIS FIRST AMENDMENT TO THE LETTER OF ENGAGEMENT ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and JL GROUP, LLC, a Limited Liability Company (“ISP").

WHEREAS, on October 2, 2024, the parties hereto originally entered into the Letter of Engagement between the City and ISP ("Agreement") whereby ISP was engaged to perform independent workplace investigations on behalf of City; and

WHEREAS, the parties wish to extend the initial one-year term and add a provision regarding annual review of the rate structure.

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. Term. The term of the Agreement is hereby extended until either party terminates the Agreement by providing 30 days written notice to the other party. Written notices to City and ISP shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

ISP: Jeffrey L. Johnson, ESQ.
JL Group, LLC
1831 Bent Twig Lane
Tustin, California 92780

City Diane Strickfaden, Human Resources Director
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

2. Fees and Charges. Modifications to the rate structure shall be revisited annually. Any modifications to the rate structure shall be agreed to by both parties and effectuated by an amendment to the Agreement.

3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and the 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 16th day of September, 2025.

CITY OF REDONDO BEACH,
a municipal corporation

_____
James A. Light, Mayor

JL Group, LLC.,
a limited liability company

By: _____
Name:_____
Title: _____

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

Administrative Report

H.14., **File #** 25-0949 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE THE ANNUAL AUDITED FINANCIAL REPORTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

EXECUTIVE SUMMARY

The City's independent auditors, CliftonLarsonAllen, LLP (CLA), have completed their annual audit of the City's fiscal activities for the Fiscal Year ended June 30, 2024. The resulting reports are listed below. We are pleased to report that the City received an unmodified opinion, which is the best opinion the City can receive. This means that the auditor certifies that the City's financial statements are fairly presented in all material respects and are in conformity with Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) requirements.

The annual audit reports are as follows:

- Annual Comprehensive Financial Report (ACFR)
- Inmate Trust Fund Financial Report
- Audit Communication Letter
- Single Audit

The City's fiscal activities are discussed in detail in the Transmittal Letter and the Management's Discussion and Analysis (MD&A) sections of the ACFR. The attached documents do not include the MD&A, as staff anticipates providing a draft including this information as supplemental attachment to the September 16, 2025 Agenda.

The Budget and Finance Commission reviewed the draft ACFR at its September 11, 2025 meeting. At the meeting, CLA's Engagement Partner (the lead partner on the City's audit) presented audit results and responded to questions. The Commission moved to receive and file the report with no comments.

On the afternoon of September 16, 2025, CLA's representative will present the ACFR and overall audit results to the City's Audit Committee and will respond to questions.

BACKGROUND

The ACFR reflects the financial position of the City and its component units. The primary purpose of the report, as defined by the City Charter, is to inform the Mayor and City Council of all financial and

administrative activities of the previous fiscal year. The attached report is a draft. Staff plans to submit the final revised document as a supplemental attachment to the September 16, 2025 Agenda.

An audit is also required to obtain the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) and is often a requirement for grants or federal awards. The City has received this award for the past 31 years.

The Inmate Trust Fund Financial Statement is prepared and submitted as required by the state penal code. This fund accounts for the money received by the City from the telephone company for providing pay telephone service to City jail inmates. Monies received are to be used solely for the benefit of the inmates. Staff plans to include this report as a supplemental attachment to the September 16, 2025 Agenda.

The Audit Communication Letter summarizes significant changes in accounting practices required by newly applicable accounting standards, describes sensitive accounting estimates which the auditors found reasonable, lists the corrected misstatements identified during the audit, and makes other similar disclosures. Staff plans to include this report as a supplemental attachment to the September 16, 2025 Agenda.

The Single Audit Report is required for all federal and state funded programs. These programs are audited in conformity with the provisions of the Single Audit Act of 1984 and OMB Circular A-133, Audits of State and Local Governments. Staff anticipates completing this report by the end of the month.

Staff recommends the City Council approve the City's Annual Audited Financial Reports for the Fiscal Year ended June 30, 2024.

COORDINATION

The reports have been coordinated with the City's independent auditors and all City Departments.

FISCAL IMPACT

The total cost for this activity is included in the Financial Services Department's annual operating budget and is part of the Department's annual work program.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Letter - Audit Transmittal Letter
- Draft Report - Annual Comprehensive Financial Report (ACFR), Fiscal Year Ended June 30, 2024

REDONDO BEACH

Financial Services Department
415 Diamond Street
Redondo Beach, CA 90277

Tel: 310.318.0683
Redondo.org

September 16, 2025

Honorable Mayor, City Council and Residents of the City of Redondo Beach:

We are happy to share the FY 2023-24 Annual Comprehensive Financial Report (ACFR). The report presents the City's financial statements in conformance with generally accepted accounting principles (GAAP) and as audited by an independent firm of licensed certified public accountants, in accordance with generally accepted auditing standards.

Typically, we deliver the ACFR by the second Council meeting in December of each year. The FY 2023-24 ACFR was delayed as a result of the use of a new audit company, following seven years with the prior audit firm, and staff turnover in the Finance Department. The FY 2023-24 ACFR is now complete and ready for presentation for the fiscal year that ended on June 30, 2024.

According to the City Charter, the role of the ACFR is to inform the Mayor and City Council of the financial and administrative activities of the previous fiscal year. In addition, the report provides critical information to Redondo Beach residents and the larger financial community. For the residents, the report helps to correlate City services and accomplishments with the use of resources. For the financial community, the report provides information necessary to evaluate financial practices of the City, assure their soundness in accordance with GAAP, and determine the financial capacity of the City to incur and service debt for long-range capital planning.

Responsibility for the accuracy of the data presented and the completeness and fairness of the presentation, including disclosures, rests with the City. Consequently, management assumes full responsibility for the completeness and reliability of all information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformance with GAAP.

Because the cost of internal controls should not outweigh the benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects. GAAP requires that management provide a narrative introduction, i.e., overview and analysis to accompany the basic financial statements

known as Management's Discussion and Analysis (MD&A). This letter of transmittal complements the MD&A and should be read together. The City's MD&A can be found immediately following the report of the independent auditors in the financial section of the ACFR.

The annual audit may include findings regarding the City's financial practices. The findings pertain to areas that the auditors have identified for strengthening and improvement. For FY 2023-24, the City's new auditor identified grants, capital management, deposit management, and year-end closing practices as areas of focus. Staff in the Financial Services Department anticipated these findings and has already prepared improvements and initiated processes to address the cited concerns. It is worth noting that the findings are in areas that were reviewed by the City's previous auditor and found to be of limited or no concern at the time. The findings pertain to financial practices that have remained the same for many years in the City, across the tenure of multiple Department Directors. Staff welcome the auditor's thorough review of these long-standing practices and view the findings as an opportunity to strengthen internal controls and implement positive operational change.

CITY OF REDONDO BEACH PROFILE

The City of Redondo Beach, incorporated in 1892, is located in the South Bay region of Los Angeles County and spans 6.3 square miles. The City of Redondo Beach has a population of approximately 71,576 per the latest census (2020) and remains a highly residential, non-industrial community. The City is highly educated and largely upscale, with a median home cost of $1,410,000 in fiscal year 2023-24, per HdL. The median income for a household in 2020 in the City was $113,499.

Redondo Beach has significant concentrations of employment in the northern portion of the City anchored by Northrop Grumman. It also has a vibrant hospitality sector near the Harbor/Pier area, an eclectic mix of specialty shops, restaurants and services in the Riviera Village, at the south end of the City, and maintains retail centers at the South Bay Galleria, on the east end of the City. Based on the number of full-time employees, the top ten employers in Redondo Beach are Northrop Grumman, Redondo Beach Unified School District, City of Redondo Beach, The Cheesecake Factory, Macy's, Target Stores, Frontier, United States Post Office, Silverado Beach Cities, and Civic Financial Services.

The City is divided into five Council Districts and operates under a Council-Manager form of government. One councilperson is elected from each district and serves a term of four years, with a limit of two full terms. The Mayor is elected by the City at-large and is also limited to serving two four-year terms. Other elected officials are the City Attorney, City Clerk, and City Treasurer. Each of these elected offices serves a term of four years, but differ from the Mayor and City Council in that individuals can be re-elected an unlimited number of times. The City Council is responsible for City policy, including passing Municipal Code Ordinances, adopting

the budget, and appointing the City Manager along with various other Board, Commission, and Committee members.

In addition to serving as the governing board of the City, the Mayor and City Council act as the Board of Directors for various component units of the City, including: the Redondo Beach Housing Authority, the Redondo Beach Public Financing Authority, the Redondo Beach Community Financing Authority, the Parking Authority of the City of Redondo Beach, and the Redevelopment/Successor Agency of the City of Redondo Beach. The City Manager is responsible for carrying out the policies and ordinances of the City Council and for selecting the non-elected heads of the City's various departments. In May 2008, the Mayor and City Council established an audit committee to enhance the City's communication with its independent accounting firm, ensuring increased involvement by the governing board in the City's accounting processes. Also, in September 2015, the City Council adopted a resolution to expand the membership of the audit committee to include the elected City Clerk and the elected City Treasurer.

The City is classified as a full-service City, providing public safety through its Police and Fire Departments, along with a host of other services, including recreation and community services, libraries, parks, maintenance and improvement of streets and infrastructure, planning and zoning, housing, economic development, transit, and general government services. The City also operates and maintains a recreational harbor under a trust agreement with the State of California.

The annual budget serves as the foundation for the City's fiscal plan and policy prioritization. The City Council is required to adopt an annual budget on or before June 30 of each year for the General Fund, Special Revenue Funds, Enterprise Funds, Capital Projects Fund, and Internal Service Funds. The City also adopts a five-year capital improvement program and a Redevelopment/Successor Agency budget.

The total adopted budget represents the level of appropriated budgetary control, which is defined as the total budget for all funds and divisions, and all revisions and amendments, which must be approved by the City Council subsequent to the initial budget adoption. The City Manager may authorize transfers within each fund and between line items or programs within each department, however, supplemental appropriations and transfers between funds or departments during the budget year must be approved with four affirmative votes of the City Council. Unexpended or unencumbered appropriations expire at the end of each fiscal year. Encumbered appropriations and appropriations related to grants and donations are re-appropriated in the ensuing year's budget by action of the City Council. The City uses an encumbrance system, whereby commitments, such as purchase orders and unperformed contracts, are recorded as assigned fund balances at year end.

REDONDO BEACH

Financial Services Department
415 Diamond Street
Redondo Beach, CA 90277

Tel: 310.318.0683
Redondo.org

Significant Events, Accomplishments and Economic Development Activities

Redondo Beach has historically remained fiscally sound through proactive management, disciplined expenditure oversight, development of a diversified revenue base, and by inviting public/private partnerships that reduce City costs, create new public amenities and increase revenues. These financial practices have enabled the City to maintain healthy reserves and achieve an Aa1 credit rating. The City's Property Tax revenue continues to be its strongest revenue stream, increasing by approximately five percent annually over the past five years. Two other major revenue sources, sales tax and transient occupancy tax (TOT) flattened in FY 2023-24 following strong post-COVID recovery in FY 2022-23. Transient Occupancy Tax lagged in recovery due to the City's site-specific tax pledge impacting TOT revenue from three hotel properties. As those properties continue to recover from COVID and its longer-term impacts, the City has been delayed in receiving TOT generated from the sites. For Sales Tax, Redondo Beach experienced flattening trends similar to the state and region, related to online sales and slower consumer spending following the COVID recovery. Ongoing uncertainty at the South Bay Galleria site, one of the City's major retail centers, continues to be a negative factor impacting sales tax revenue growth.

For most of FY 2023-24, the City's economic development efforts focused on strengthening and supporting the three commercial zones within the City – the Artesia/Aviation Commercial Corridor (inclusive of the South Bay Social District (Galleria), the Riviera Village Business Improvement District (BID), and the Redondo Beach Waterfront.

Within the Riviera Village, the City worked with members of the Riviera Village Business Improvement District to continue the success of the parklet program, which provided outdoor space for local business to operate and bring additional life and commercial activity to the already vibrant area. While originally envisioned as temporary outdoor dining locations for use during COVID, the parklets have been approved by the City and California Coastal Commission for continued operation until July 1 of 2026 as a result of their visitor popularity and success.

Within the Waterfront, the City continued its storefront improvement program for businesses located along International Boardwalk. Grant funding, ranging from $2,500 to $50,000, was made available to support improvements/upgrades to storefronts and facades. The program aims to encourage private investment in the International Boardwalk commercial corridor, enhance the appearance of the storefronts, and to reduce vacancies.

The City made significant progress in improving the Waterfront as a destination for visitors. The City and its event partner have successfully implemented an annual Beach Life concert festival that brings tens of thousands of people to the area. The Waterfront is also in the process of executing its Public Amenities Plan, which was approved in 2022 and identifies more than 40 projects to enhance the public facilities offered to waterfront visitors. In FY 2023-24, staff secured State Grant Funding to renovate Seaside Lagoon and is working with the State

Division of Boating and Waterways to prepare a grant application for a new public boat launch on Mole D.

Elsewhere in the City, the most significant approved projects were along Artesia Boulevard. The Grubhaus restaurant project, located at 2400 Artesia Boulevard, was approved by the Planning Commission in December of 2022 and completed demolition and the substantive components of the Plan Check review process in FY 2023-24. Construction is expected to begin in 2025. This project consists of a 7,892 square foot building with up to 16 restaurant operators and 1,785 square feet of outdoor seating with 200 seats; 320 square feet of ground floor retail space; 1,560 square feet of office on the second floor; and a subterranean garage with 42 parking spaces. This project is expected to bring energy and economic growth to Artesia Boulevard that will serve to revitalize the Boulevard.

Artesia Boulevard is also the location of a significant revitalization effort planned for the South Bay Galleria (Phase 1). The City approved an updated plan for the Galleria that included a Great Lawn (outdoor open space) and Skate Park along with a reimagining of the existing mall, that includes the conversion of underutilized third floor space into professional offices, 300 residential units and 20,000 square feet of new retail space within the ground floor of the residential buildings. A second Phase, inclusive of another 350 residential units and 8,000 square feet of retail, along with a nearly 20,000 outdoor promenade was also later approved.

These additions to the Boulevard are expected to bring significant economic development and revitalization to North Redondo.

The number of development projects under construction, or preparing for construction, reflect the City's strong property values and signal the potential for increased tax revenues in the City, driven in large part by Redondo Beach's high quality of life, the continued excellence of the Redondo Beach Unified School District, and the City's close proximity to the LAX airport and Silicon Beach technology hub.

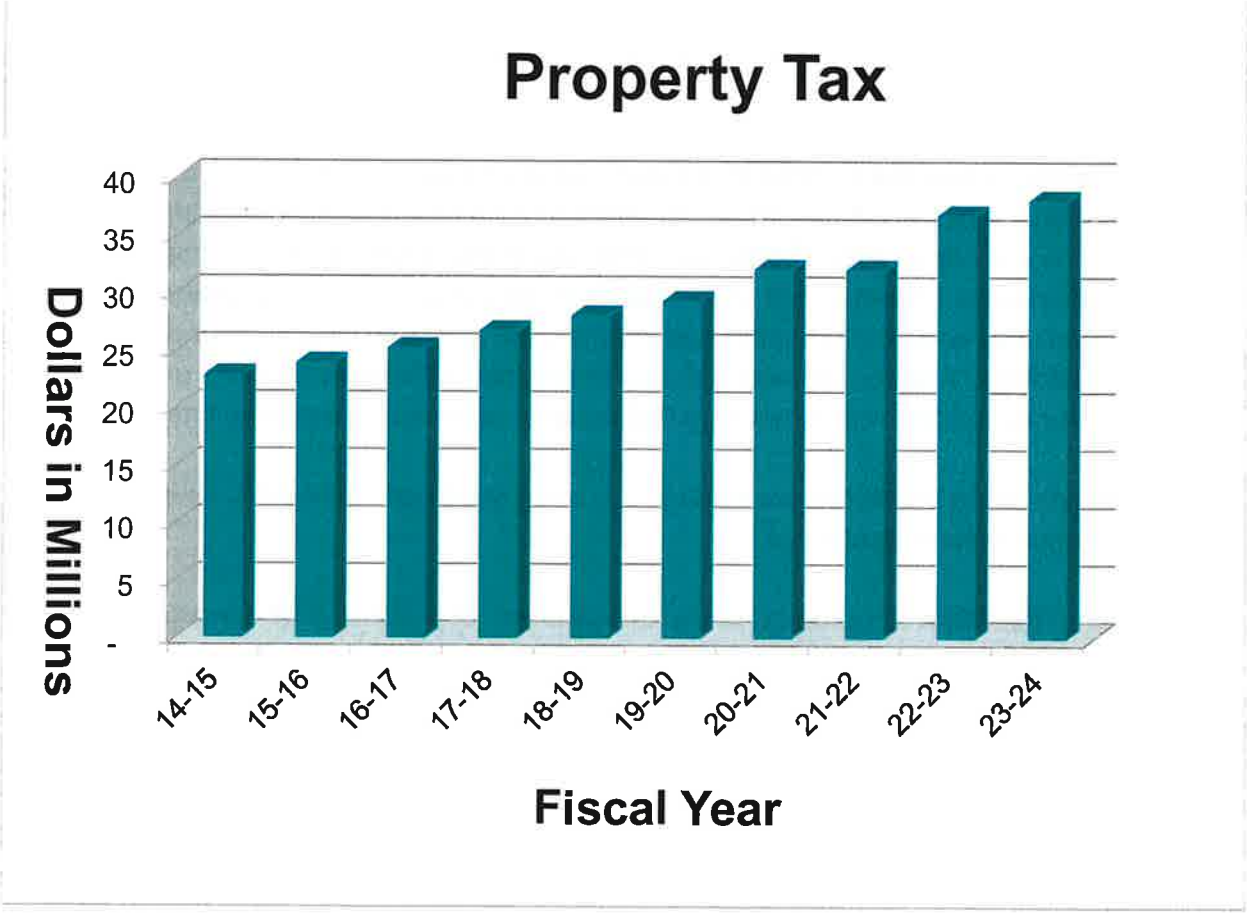
Property Tax

Property tax is the City's largest single revenue source. It is imposed on real property (land and permanently attached improvements, such as buildings) and tangible personal property (moveable property) located within the City. Property is initially assessed by the County Assessor at a tax rate of 1.0% of the value, and can rise no more than 2.0% each year. The City receives revenues equal to 16.5% of the tax rate from the County of Los Angeles Auditor/Controller's Office. This equals 16.5 cents out of each dollar of property tax collected by Los Angeles County for property in the City.

For FY 2023-24, property tax revenue was based on calendar year 2022 property values. Actual revenues were higher than budgeted. The City's FY 2023-24 citywide assessed valuation

was $21.6 billion, $1.1 billion (5.4%) over the prior fiscal year. The City's assessed valuation amount is derived 82.5% from residential properties, 7.8% from commercial properties, 3.7% from industrial properties, and the remaining 6.0% from vacant, institutional, and other properties.

Fiscal year 2023-24 property tax revenue (including homeowners' exemptions) was $38.1 million, a $1.3 million, a 4.6% increase over the prior year, consistent with the assessed valuation increases.



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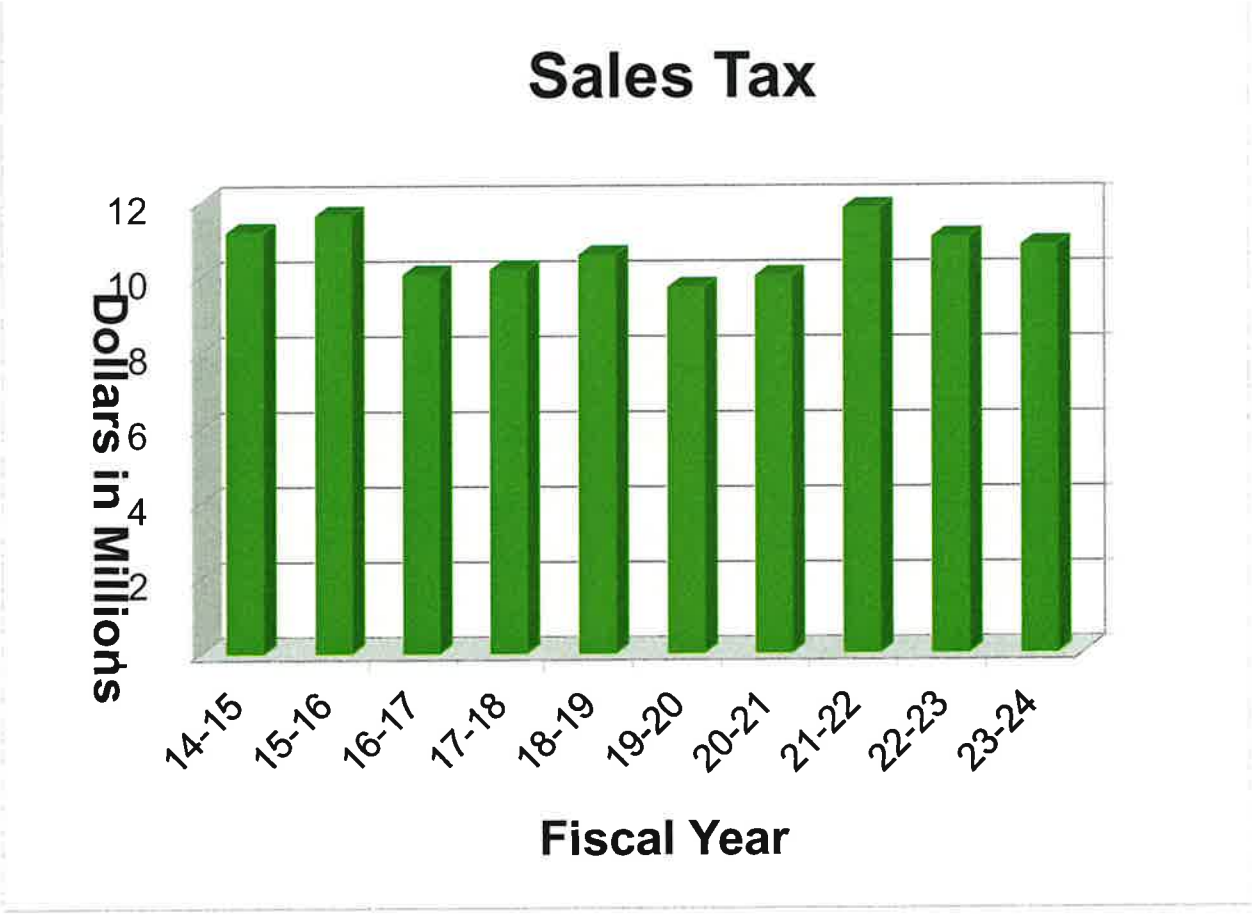
Sales Tax

Sales tax is the City's second largest revenue source. The sales tax rate in Los Angeles County was 9.50% for FY 2023-24. Redondo Beach receives 1% of taxable sales from the California Department of Tax and Fee Administration. Until FY 2015-16, the data below includes revenue from the triple flip revenue swap procedure, whereby 25 percent of the City's traditional sales tax base was committed to the State for deficit reduction bonds, and then reimbursed in the same amount as additional property tax revenue to the City. Starting FY 2016-17, the data reflects the City's sales tax proportion only.

Fiscal year 2023-24 sales tax revenue was $10.8 million, a $0.2 million or 1.9% decrease from prior year receipts as economic challenges including high inflation and Federal Reserve rate increases drove decreases in consumer spending, combined with the ongoing trend towards online purchasing. The City's largest business structures, including restaurants and hotels, showed some declines, and the fuel sector continued to show lower receipts related to pricing. These declines are consistent with state and nation-wide trends.



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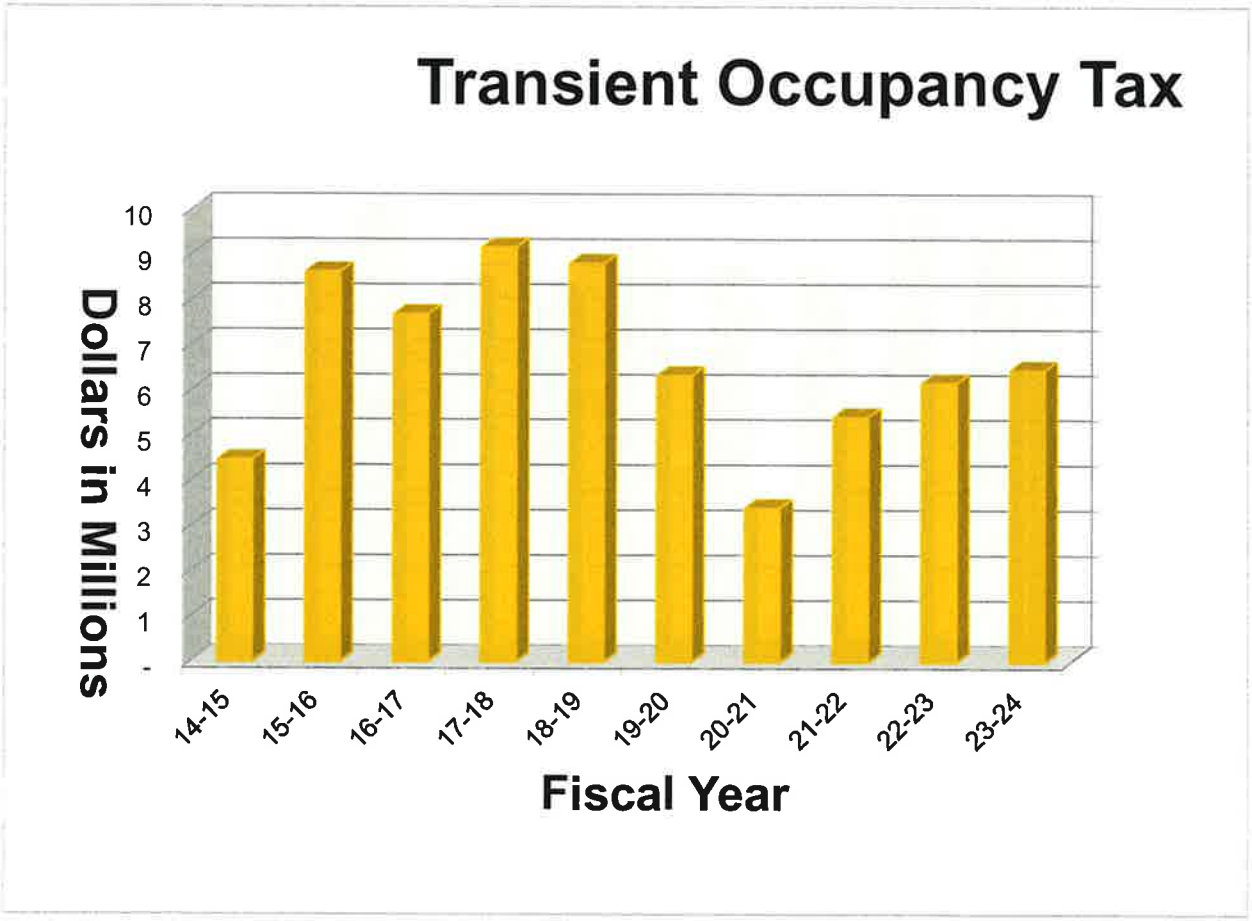
Transient Occupancy Tax (TOT)

Transient Occupancy Tax, the City's third largest single revenue source, is imposed on short-term occupants of hotels, motels, inns, tourist homes or other lodging facilities (those staying for 30 or fewer days). The current tax rate of 12% is applied to the customer's lodging bill. The rate was last increased in 2005 by 2%.

The figures below show the net revenue the City retains from Transient Occupancy Tax. Prior to FY 2016-17, the City contributed 10% of TOT revenue to the Redondo Beach Chamber of Commerce and Visitors Bureau to support marketing and tourism in the City, offsetting the revenue received. Since 2020, the City has paid TOT revenue generated from three hotel properties into a lender-held reserve account according to the terms of a site-specific tax agreement between the City and the property developer. This has effectively reduced the City's retained TOT by the amount of that revenue.

Fiscal year 2023-24 revenue, net of related payments, was $6.5 million, a $0.3 million or 5% increase over the prior fiscal year.



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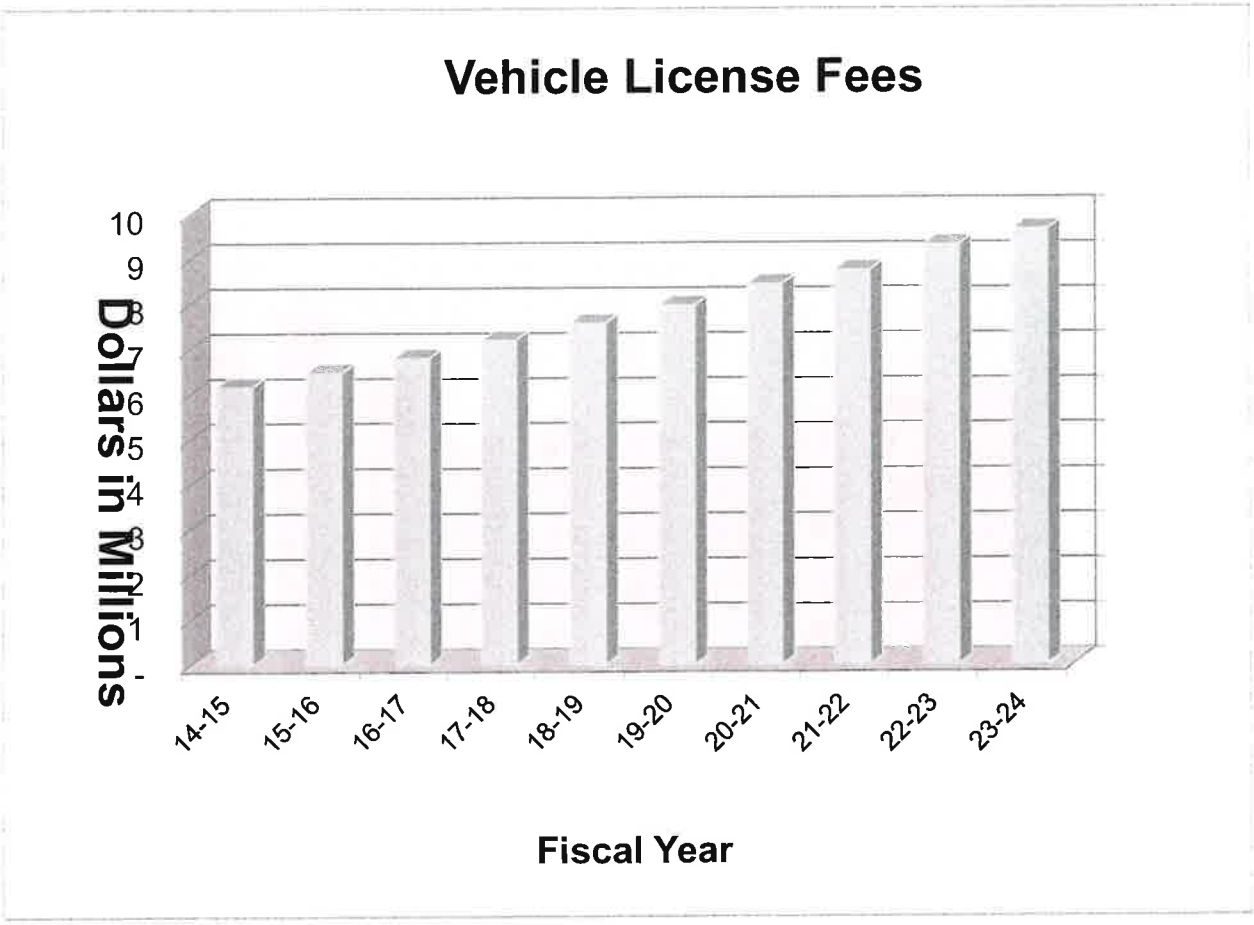
Vehicle License Fees (VLF)

Vehicle license fee revenue, the City's fourth largest revenue source, comes from a State-imposed tax on owners of registered vehicles for the privilege of operating a vehicle on public highways. The revenue reflects 2% of the market value of the motor vehicle, which the City receives as a motor vehicle in-lieu tax and through Property Tax receipts as property tax in lieu of vehicle license fees.

Vehicle License Fee revenue has increased consistently over the past 10 years, with an average annual increase of about 5%. Fiscal year 2023-24 revenue was $9.6 million, a 3.7% increase over the prior year.



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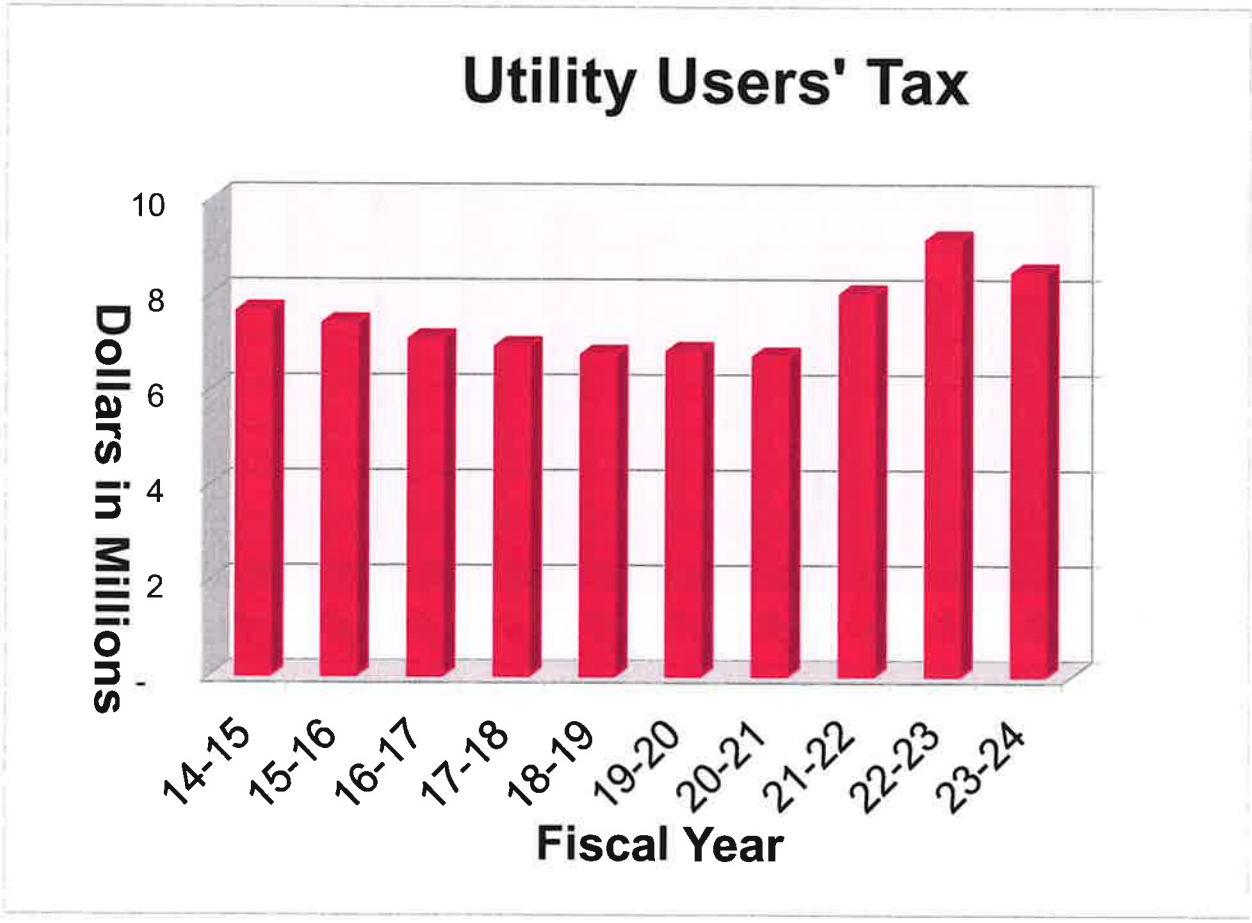
Utility Users' Tax (UUT)

Utility users' tax (UUT), the City's fifth largest revenue source, is imposed on consumers of electric, gas, cable services, water and telephone services. Redondo Beach's UUT rate is set at 4.75%. In the last 10 years, the City's UUT revenue has declined or remained relatively flat, as more consumers move away from cable to internet based streaming services which are not taxed. This trend reversed during FY 2021-22 and 2022-23, with increases in UUT driven by general rate increases, population growth, more remote workers, inflation and natural gas prices.

Fiscal year FY 2023-24 revenue was $8.5 million, a $0.7 million or 7.5% decrease from the prior year. The decrease primarily reflects a retreat from an unusually high FY 2022-23 total, which was driven by historic spikes in energy costs.



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CAPITAL IMPROVEMENT PROJECT PLANNING, ACCOMPLISHMENTS AND ACTIVITIES

In FY 2023-24, the City continued to plan, design, and construct a significant number of capital improvement projects. Street improvement projects, with the greatest variety of funding sources, continued to represent a large portion of the work plan, however, projects in other categories were completed throughout the City as well.

The City officially completed the Transit Center Project (~$15M), which consisted of both the Transit Center Building and Depot and the subsequent Kingsdale Avenue Widening. This was the City's largest CIP over the last two decades and it was funded entirely with grants and restricted transportation funds.

The City made progress on several Regional Measure R and Measure M funded transportation-related capital projects. Design of the right turn lane project located on Aviation Boulevard at Artesia Boulevard ($1.4 million) was completed, and the City received a favorable ruling in the eminent domain case, allowing the project to move forward. Construction for Phase 2 of the southbound right turn lane on Inglewood Avenue at Manhattan Beach Boulevard Project, including modifications to the signals ($2.6 million) was approved by the City Council. The Anita/Herondo St. and Pacific Coast Highway left turn modifications project ($2.5M) was awarded with construction later completed in FY 2024-25.

The Grant Avenue Signal Improvement Project ($3.2M) and the Torrance Boulevard Resurfacing and Signal Improvement Project ($4.3M) were substantially completed. Citywide Slurry Seal Phase 3 was completed in the first half of FY 23-34 ($750,000) and Phase 4 was awarded a construction contract ($485,000) for completion in FY 2024-25.

The Franklin Park Repair and Striping Project ($250,000) commenced with the striping of the courts completed and the shade structure installed in the subsequent months. The Alta Vista Field Improvements ($50,000) was completed in the first half of FY 2023-24. The rubberized play surface ($163,000) was replaced at Anderson Park. The roofs at the Alta Vista Community Center and the Wilderness Park Community Center ($200,000) were replaced in the spring of FY 2023-24. Progress was made on the design of the Southern California Edison (SCE) right of way (ROW) West of PCH Landscape Improvements ($786,000) Project. The Dominguez Park Play Equipment, Landscape and Walkways Project ($2 million) entered into construction during the FY as well.

The City continued to devote significant resources to the maintenance and improvement of its wastewater infrastructure. The Basin 2 Pump Out Station ($1.95M) was completed in February 2024. Construction commenced for the Portofino Sewer Pump Station ($5.12 million). In addition, improvements and maintenance, including the re-lining of sewer pipes and root foaming, were executed citywide as part of the Sanitary Sewer Rehabilitation Project ($700,000).

In the waterfront, the Harbor Patrol Docks ($1.8M) were replaced with the project completed in February 2024. The Harbor Dredging Project ($3M) was awarded and substantially completed by the end of the fiscal year. The Sports Fishing Pier ($1.2M) was demolished due to safety concerns in FY 2023-24. Also, several repairs were made to the Horseshoe Pier, following heavy storm activity, through the ongoing Pier Structure Repair Project ($600,000). Additionally, City staff continued with Pier restroom improvements ($50,000) and progress was made on the design plans for reconstruction of the Seaside Lagoon ($3.1 million).

The above is a snapshot of the year's highlights and is not inclusive of all of the progress made on capital projects. In summary, the City officially or substantially completed 25 CIP projects in FY 2023-24 and designed and/or awarded contracts for construction of an additional 20 projects, for a total capital expenditure of $24.6 million.

CASH MANAGEMENT POLICIES AND PRACTICES

The City invests all idle cash in various investment instruments, as authorized within the City's Statement of Investment Policy. The City Treasurer employs a buy and hold philosophy of cash management, ensuring the full return of all investment principal. In February of 2013, the City signed an agreement with Meeder Public Funds (formerly FHN Mainstreet Advisors) to provide non-discretionary investment management services to the City Treasurer. The City's investment portfolio consists of a well-diversified mix of US Treasury securities, Federal Agency securities, FDIC insured collateralized deposits, and a blend of A-AAA rated Corporate Medium-Term Notes, all of which are structured along a five-year laddered maturity schedule. In addition, sufficient portfolio liquidity is maintained through continued maintenance of a significant portion of the investment portfolio's position in the State managed Local Agency Investment Fund, or LAIF.

The City maintains an Investment Policy certified for reporting excellence by the Government Investment Officers Association (GIOA) and has established both a written investment policy and investment procedures manual. The Investment Policy is reviewed by both the City Council and the Budget and Finance Commission on an annual basis. The investment policy's established performance benchmark is the thirty-month moving average of the ICE B of A zero to five-year Treasury index.

The level of investments maintained with LAIF fluctuates in accordance with variations in both the City's operational and capital improvement program cash flow requirements. The LAIF balance is maintained at a level of $5 to $25 million, or a range of 5% to 25% of the general portfolio's assets on average, ensuring maintenance of sufficient investment portfolio liquidity. The yield provided by LAIF has increased over the past year as short-term market interest rates increased. Idle investment funds above the liquidity threshold have been placed primarily in Federal Agency investments within the two to five-year investment maturity range. The increase in market interest rates experienced over the past year have been both anticipated and

well managed, proactively responding to both the City's operating and capital improvement cash flow requirements. The City's investment portfolio consistently meets the primary objectives set forth in the City's investment policy.

As of June 30, 2024, the City's general portfolio was invested as follows:

Comparison of Investment Portfolio Positions F.Y. 2023-2024								
	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Investment Type		%						
Cash in Banks	$6,469,818	*	13,256,219	*	$11,755,717	*	$ 10,560,379.31	*
Money Market	$8,733,993	8.78%	$19,612,340	19.53%	$15,881,678	15.37%	$ 18,202,927.12	16.95%
Local Agency Investment Fund	$98,106	10.00%	$100,842	0.10%	$101,853	0.10%	$ 102,941.43	0.10%
Federal Agency Issues	$49,969,031	50.24%	$48,017,978	47.81%	$48,066,986	46.52%	$ 46,615,560.54	43.42%
Commercial Paper	$0	0.00%	$0	0.00%	$0	0.00%	$ -	0.00%
Corporate Medium Term Notes	$6,905,358	6.94%	$2,921,402	2.91%	$4,468,652	4.32%	$ 8,405,345.37	7.83%
Bank Certificates of Deposit	$991,797	1.00%	$991,856	0.99%	$991,914	0.96%	$ 247,964.77	0.23%
Treasuries	$32,755,612	32.94%	$28,785,152	28.66%	$33,811,331	32.72%	$ 33,785,898.60	31.47%
Total: Investment Portfolio	$99,453,897	100%	$100,429,570	100.0%	$103,322,415	100.00%	$ 107,360,637.83	100.00%
Weighted Average Maturity (Yrs)	1.96		1.73		1.54		1.39	
Portfolio Effective Rate of Return (YTD)	2.82%		2.96%		2.71%		2.78%	
L.A.I.F. Yield	3.55%		3.93%		4.25%		4.33%	
Yield on Benchmark	2.66%		3.10%		3.53%		3.95%	
Interest earned YTD	$675,178.00		$1,260,353.00		$2,023,050		$2,773,041	
General Fund Contribution (60%)	$405,107		$756,212		$1,213,830		$1,663,824.86	

As required by GASB 31, the City recorded the unrealized gain/loss on certain investments to account for the market value on June 30, 2024. The portfolio market value, $105,058,799, dropped below the book value of $107,360,638 by $-2,301,839 of the current market value of the investments within the City's investment portfolio. This unrealized loss in the value of investments results from structural factors and interest rate movements within the financial marketplace over the past year impacting the market valuation of the City's investments in both Federal Agency issues and Corporate Medium-Term Notes

RISK MANAGEMENT

The City maintains a self-insurance program for workers' compensation and liability claims. The program accumulates resources in the Self-Insurance Program internal service fund to meet potential losses. For FY 2023-24, the self-insurance retention (SIR) is $750,000 for workers' compensation and $500,000 for general liability. Excess coverage up to $50 million for each workers' compensation claim is provided by a third-party private insurer, and excess liability of up to $30 million for each occurrence is covered by Public Risk Innovation, Solutions, and Management (PRISM), formally the California State Association of Counties – Excess Insurance Authority (CSAC-EIA).

PRISM is a joint powers authority for 95% of California counties as well as 68% of California municipalities where risks and losses are pooled together to keep annual premiums low. Both the workers' compensation and liability claim programs are managed by a third-party claims administrator under the direction of the Risk Management Division of the Human Resources Department.

The amounts included in the Self-Insurance Program internal service fund are significant, partly due to requirements of GASB 10. In complying with GASB 10, the City must record as a liability and expenditure not only actual risk/loss experienced in the areas of workers' compensation and liability, but also claims incurred but not reported (IBNR). IBNR claims include exposure for losses the city is not yet aware, as well as any statistically probable increase in costs for accidents that are already known to the City. The appropriate amount to include on the financial statements for IBNR claims is typically developed by an actuary.

As of June 30, 2024, the City recorded the following:

Workers' Compensation Claims

Claims payable totaled $14.7 million, an increase of $1.4 million, or 11% over the prior period. This increase is attributable to increased claims. It also reflects a return to a regular year of claims following a significant decrease in FY 2022-23 due to COVID.

Liability Claims

Claims payable totaled $9.7 million, an increase of $2 million, or 26% over the prior period. This increase reflects a return to regular claims activity in FY 2023-24 following the prior year's drop in claims related to COVID and to claims settlement.

Unemployment Insurance

The City participates in a direct-cost reimbursement method for unemployment insurance. This program is administered by the State Employment Development Department (EDD) to provide salary continuance for terminated employees. For FY 2023-24, reimbursement to EDD was $42,592.

PENSION AND OTHER POST-EMPLOYMENT BENEFITS (OPEB)

The City provides three Tier 1 defined benefit pension plans – two for safety employees (3% at 55 for Fire and 3% at 50 for Police) and one for miscellaneous employees (2% at 55). Beginning July 2012, two additional Tier 2 defined benefit pension plans were provided – one for safety employees (3% at 55 for both Fire and Police) and one for miscellaneous employees (2% at 60). Beginning January 2013, pursuant to the California Public Employee's Pension Reform Act of 2013 (PEPRA), Tier 3 defined benefit pension plans were added, 2.7% at 57 for safety employees

and 2% at 62 for miscellaneous employees. These plans are part of the California Public Employees Retirement System (CalPERS), which acts as a common investment and administrative agent for participating public employers within the State of California. The City makes contributions to the plans based on amounts determined by CalPERS actuaries. Employees of some bargaining groups pay a portion of the employee and/or employer contribution to CalPERS.

CalPERS began to separately identify the City's employer contributions as normal cost and unfunded liability in FY 2017-18. The City pays the normal cost portion – ongoing contribution reflecting the amount estimated to fully fund future benefits under investment and plan assumptions - as a percentage of payroll. The required unfunded liability portion – the amount that the City must contribute to cover the gap between the value of the City's invested assets and the estimated amount required to fund future benefits – is presented as a flat dollar amount. In FY 2023-24, the normal cost increased from 9.23% to 10.34% for the miscellaneous group and from 31.91% to 33.73% for public safety. The City had no required unfunded liability payment in FY 2023-24, as a result of an FY 2021-22 unfunded liability payoff of approximately $220 million.

Pension benefit payments for employer contributions and City-paid member contributions were $7.3 million. Approximately $6.1 million, or 84%, was charged to the General Fund. The City's budgeted amount of $7.4 million in all funds exceeded actual spending.

Aside from contributing to CalPERS, the City also contributes to Social Security. The FY 2023-24 total cost for Social Security and Medicare coverage was $2.6 million, of which $1.5 million, or 68.8%, was from the General Fund. Safety employees do not participate in Social Security and Medicare, except for those employees hired after 1986, who are required to participate in Medicare.

The City also provides post-retirement health care benefits to its employees in accordance with agreements reached with various employee bargaining groups. The City pays for retirees' health care premiums in these plans up to limits established in the agreements with the bargaining units. After age 64, only the City's minimum health premium contribution under the Public Employees' Medical and Hospital Care Act (PEHMCA) is paid. These payments are paid via an Other Post-Employment Benefits (OPEB) trust, which was established by the City in FY 2009-2010 to comply with GASB 45. The OPEB trust allows the City to prefund actuarially derived OPEB costs that are expected to be incurred in future periods. In FY 2023-24, the City contributed $2.0 million to the OPEB trust to cover current and future retiree medical benefits, with $1.6 million or 80.9% in the General Fund. Future contributions will vary based on updated actuarial studies. As of June 30, 2023 (the measurement date in the most recent actuarial report), the City provided full benefits to 184 participants.

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AWARDS

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Redondo Beach for its Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2023. This makes 31 consecutive years that the City has been awarded this achievement. To be awarded this certificate, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

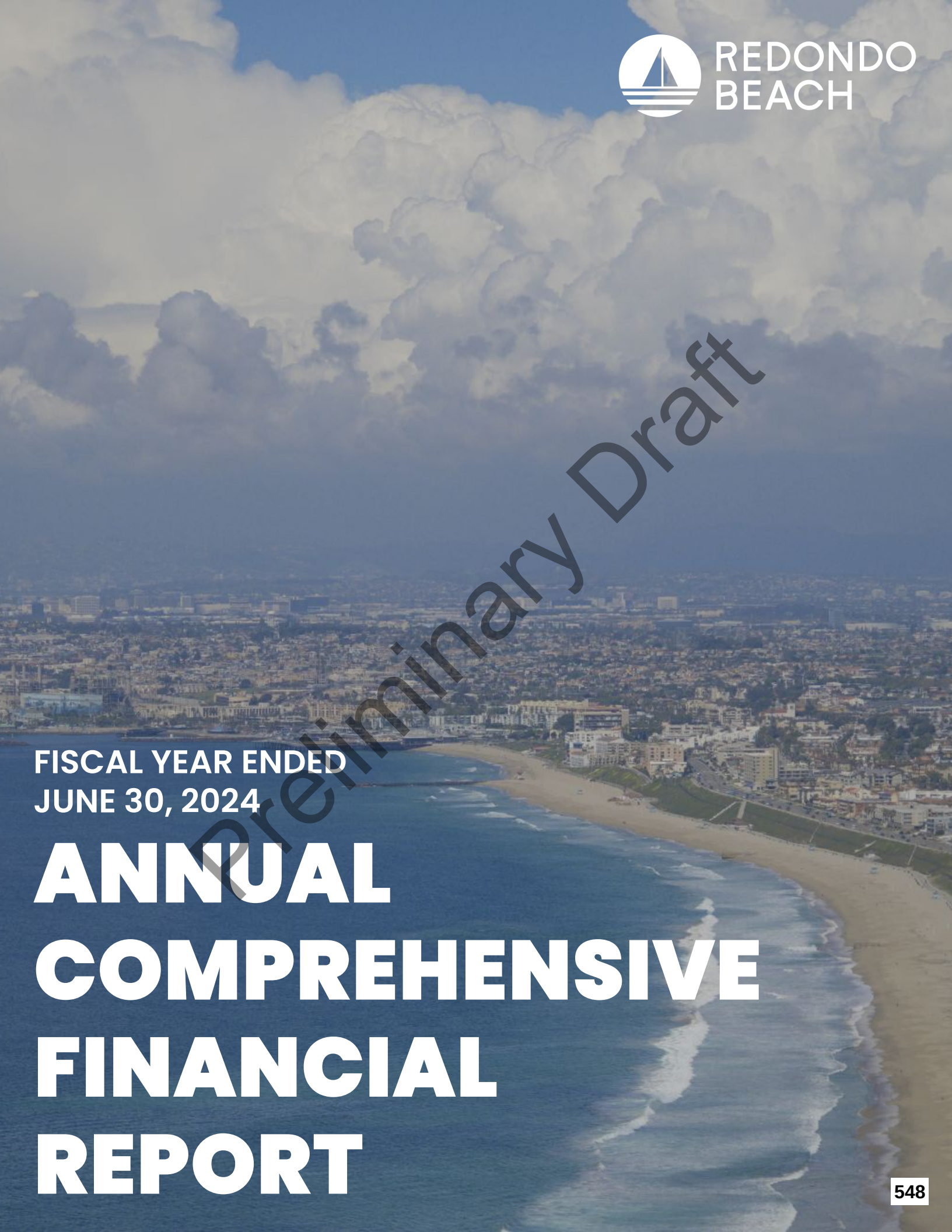
For FY 2023-24, the City will again apply to the GFOA for the Certificate of Achievement for Excellence in Financial Reporting. We believe that our current annual comprehensive financial report continues to meet and exceed the criteria to receive this certificate, and we will be submitting it to GFOA for consideration.

ACKNOWLEDGMENTS

The preparation of this report has been accomplished with the efficient and dedicated services of the staff of the Financial Services Department, particularly Senior Accountants Grace Liang and Stephen Peloso. We also want to thank the City's independent auditors, CliftonLarsonAllen (CLA), Certified Public Accountants, for their assistance and expertise, and all of the City departments for their cooperation during the audit engagement and their participation in preparing the required data. Additionally, we would like to express our appreciation to the Mayor and City Council, the City's Audit Committee, and the Budget and Finance Commission for reviewing the City's financial affairs in an engaged and responsible manner.

Respectfully submitted,

MIKE WITZANSKY
City Manager



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Preliminary Draft

FISCAL YEAR ENDED
JUNE 30, 2024

ANNUAL COMPREHENSIVE FINANCIAL REPORT

CITY OF REDONDO BEACH, CALIFORNIA

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

YEAR ENDED JUNE 30, 2024

Preliminary Draft

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REDONDO BEACH PUBLIC FINANCING AUTHORITY, WASTEWATER SYSTEM FINANCING PROJECT

Preliminary Draft

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Preliminary Draft

INTRODUCTORY SECTION

Preliminary Draft

CITY OF REDONDO BEACH

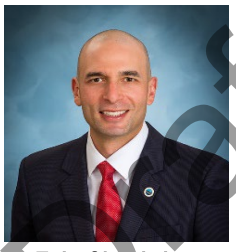
MAYOR AND CITY COUNCIL

Bill Brand
Mayor

Nils Nehrenheim
Councilmember
District 1

Todd Loewenstein
Councilmember
District 2

Paige Kaluderovic
Councilmember
District 3



Zein Obagi, Jr.
Councilmember
District 4

Scott Behrendt
Councilmember
District 5

CITY OFFICIALS

Michael Witzansky
City Manager

Michael Webb
City Attorney

Eleanor Manzano
City Clerk

Eugene Solomon
City Treasurer

Cameron Harding
Community Services Director

Patrick Butler
Interim Fire Chief

Greg Kapovich
Waterfront and Economic Development Director

Michael Cook
Information Technology Director

Wendy Collazo
Finance Director

Elizabeth Hause
Assistant to the City Manager

Brandy Forbes
Community Development Director

Joe Hoffman
Police Chief

Dana Vinke
Library Director

Ted Semaan
Public Works Director

Diane Strickfaden
Human Resources Director

Luke Smude
Assistant to the City Manager

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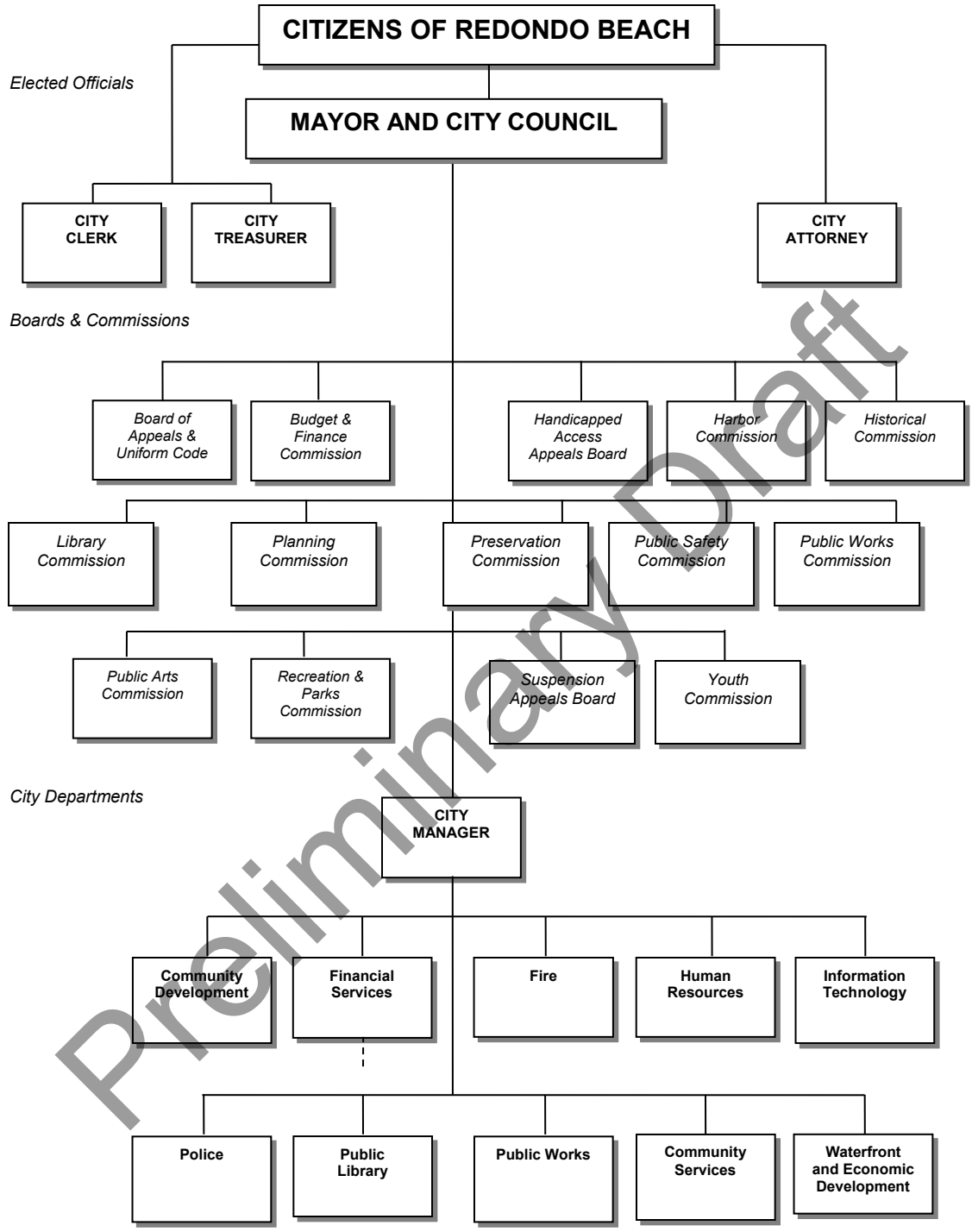

Preliminary Draft

ORGANIZATIONAL CHART
FY 2023-24

FINANCIAL SECTION

Preliminary Draft

INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Members of the City Council
City of Redondo Beach
Redondo Beach, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Redondo Beach (the City), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 17 to the financial statements, the City made restatements to beginning fund balance/net position resulting from corrections of errors. Our opinions are not modified with respect to this matter.

Preliminary Draft

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Preliminary Draft

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedule for the General Fund and major special revenue funds, the modified approach for the City's infrastructure assets, and the required pension and other postemployment benefits schedules, as listed on the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual nonmajor fund financial statements and budgetary comparison schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

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Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated REPORT DATE, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Irvine, California
REPORT DATE

Preliminary Draft

Placeholder for Management's Discussion and Analysis

Preliminary Draft

BASIC FINANCIAL STATEMENTS

Preliminary Draft

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Preliminary Draft

CITY OF REDONDO BEACH
STATEMENT OF NET POSITION
JUNE 30, 2024

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	$ 96,773,956	$ 28,104,520	$ 124,878,476
Receivables:			
Accounts	1,081,745	1,482,244	2,563,989
Taxes	5,395,414	178,672	5,574,086
Accrued Interest	453,922	321,953	775,875
Notes and Loans	2,405,808	-	2,405,808
Leases	5,812,597	69,830,037	75,642,634
Internal Balances	1,292,629	(1,292,629)	-
Prepaid Costs	152,736	-	152,736
Due from Other Governments	14,336,265	82,675	14,418,940
Advances to Successor Agency	535,731	-	535,731
Restricted Assets:			
Cash with Fiscal Agent	55,246	873	56,119
Deposits Receivable	1,574,054	-	1,574,054
Capital Assets, Not Being Depreciated	97,703,553	31,676,591	129,380,144
Capital Assets, Net of Depreciation	97,813,803	45,703,720	143,517,523
Total Current Assets	325,387,459	176,088,656	501,476,115
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Charge on Refunding	-	257,077	257,077
Deferred Pension Related Items	46,272,661	5,172,436	51,445,097
Deferred OPEB Related Items	3,931,106	461,455	4,392,561
Total Deferred Outflows of Resources	50,203,767	5,890,968	56,094,735

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See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF NET POSITION (CONTINUED)
JUNE 30, 2024

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
LIABILITIES			
Current Liabilities:			
Accounts Payable	$ 7,939,117	$ 3,073,608	$ 11,012,725
Accrued Liabilities	4,898,642	-	4,898,642
Accrued Interest	1,017,143	106,784	1,123,927
Unearned Revenue	1,005,960	43,243	1,049,203
Deposits Payable	4,000,601	225,634	4,226,235
Due to Other Governments	-	266,467	266,467
Pollution Remediation Liability	150,000	-	150,000
Compensated Absences Due in One Year	1,011,470	125,323	1,136,793
Claims Payable Due in One Year	1,203,177	-	1,203,177
Long-Term Obligations Due in One Year	8,645,932	986,284	9,632,216
Total Current Liabilities	29,872,042	4,827,343	34,699,385
Noncurrent Liabilities:			
Compensated Absences Due in More than One Year	3,034,406	375,954	3,410,360
Claims Payable Due in More than One Year	23,199,925	-	23,199,925
Long-Term Obligations Due in More than One Year	212,757,270	21,170,637	233,927,907
Net Pension Liability	38,421,560	3,883,837	42,305,397
Net OPEB Liability	12,231,453	1,435,795	13,667,248
Total Current Liabilities	289,644,614	26,866,223	316,510,837
Total Liabilities	319,516,656	31,693,566	351,210,222
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Related Items	1,649,716	248,816	1,898,532
Deferred OPEB Related Items	3,271,474	384,023	3,655,497
Deferred Leases Related Items	5,716,656	68,266,390	73,983,046
Total Deferred Inflows of Resources	10,637,846	68,899,229	79,537,075
NET POSITION			
Net Investment in Capital Assets	201,454,388	71,887,538	273,341,926
Restricted for:			
Housing and Community Development	12,519,783	-	12,519,783
Public Safety	423,133	-	423,133
Public Works	7,810,731	-	7,810,731
Debt Service	4,639,885	-	4,639,885
Low and Moderate Income Housing	4,864,048	-	4,864,048
Unrestricted	(186,275,244)	9,499,291	(176,775,953)
Total Net Position	$ 45,436,724	$ 81,386,829	$ 126,823,553

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
PRIMARY GOVERNMENT				
Governmental Activities:				
General Government	$ 14,502,522	$ 16,077,714	$ -	$ -
Public Safety	84,041,046	5,754,175	1,654,953	-
Housing and Community Development	15,740,380	4,331,471	811,366	-
Cultural and Leisure Services	13,367,162	10,169,027	8,896,026	2,462,965
Public Works	18,203,045	3,441,632	4,181,705	5,888,527
Interest on Long-Term Debt and Fiscal Charges	6,374,469	-	-	-
Total Governmental Activities	152,228,624	39,774,019	15,544,050	8,351,492
Business-Type Activities:				
Harbor Tidelands	12,302,254	8,610,420	12,627	-
Harbor Uplands	7,231,353	7,306,683	-	-
Wastewater	4,081,219	5,644,278	-	-
Solid Waste	6,632,516	6,990,772	27,206	-
Transit	5,967,261	217,107	3,343,088	-
Total Business-Type Activities	36,214,603	28,769,260	3,382,921	-
Total Primary Government	$ 188,443,227	$ 68,543,279	$ 18,926,971	$ 8,351,492

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF ACTIVITIES (CONTINUED)
YEAR ENDED JUNE 30, 2024

Functions/Programs	Net (Expenses) Revenues and Changes in Net Position Primary Government		
	Governmental Activities	Business-Type Activities	Total
PRIMARY GOVERNMENT			
Governmental Activities:			
General Government	$ 1,575,192	$ -	$ 1,575,192
Public Safety	(76,631,918)	-	(76,631,918)
Housing and Community Development	(10,597,543)	-	(10,597,543)
Cultural and Leisure Services	8,160,856	-	8,160,856
Public Works	(4,691,181)	-	(4,691,181)
Interest on Long-Term Debt and Fiscal Charges	(6,374,469)	-	(6,374,469)
Total Governmental Activities	(88,559,063)	-	(88,559,063)
Business-Type Activities:			
Harbor Tidelands	-	(3,679,207)	(3,679,207)
Harbor Uplands	-	75,330	75,330
Wastewater	-	1,563,059	1,563,059
Solid Waste	-	385,462	385,462
Transit	-	(2,407,066)	(2,407,066)
Total Business-Type Activities	-	(4,062,422)	(4,062,422)
Total Primary Government	(88,559,063)	(4,062,422)	(92,621,485)
GENERAL REVENUES			
Taxes:			
Property Taxes, Levied for General Purposes	48,021,316	-	48,021,316
Transient Occupancy Taxes	9,114,545	-	9,114,545
Sales Taxes	10,822,480	-	10,822,480
Franchise Taxes	1,964,410	-	1,964,410
Business Licenses Taxes	1,266,051	-	1,266,051
Utility Users Tax	8,481,267	-	8,481,267
Other Taxes	1,118,398	-	1,118,398
Motor Vehicle In Lieu - Unrestricted	86,764	-	86,764
Investment Income	6,551,406	2,427,116	8,978,522
Gain on Sale of Capital Asset	115,613	-	115,613
Transfers	(487,401)	487,401	-
Total General Revenues and Transfers	87,054,849	2,914,517	89,969,366
CHANGE IN NET POSITION	(1,504,214)	(1,147,905)	(2,652,119)
Net Position - Beginning of Year, as Previously Reported	54,191,573	82,449,722	136,641,295
Error Corrections	(7,250,635)	85,012	(7,165,623)
Net Position - Beginning of Year, as Restated	46,940,938	82,534,734	129,475,672
NET POSITION - END OF YEAR	$ 45,436,724	$ 81,386,829	$ 126,823,553

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

FUND FINANCIAL STATEMENTS

Preliminary Draft

CITY OF REDONDO BEACH
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024

	General	Special Revenue Funds: Other Intergovernmental Grants	Special Revenue Funds: Low-Mod Income Housing	Other Governmental Funds	Total Governmental Funds
ASSETS					
Pooled Cash and Investments	$ 28,233,374	$ -	$ 1,898,524	$ 35,840,443	$ 65,972,341
Receivables:					
Accounts	399,354	502,174	-	125,763	1,027,291
Taxes	5,205,519	-	-	189,895	5,395,414
Accrued Interest	369,305	-	-	84,617	453,922
Notes and Loans	15,616	-	2,078,965	311,227	2,405,808
Leases	4,785,455	-	-	1,027,142	5,812,597
Prepaid Costs	152,736	-	-	-	152,736
Due from Other Governments	1,649,840	6,949,747	-	5,736,678	14,336,265
Due from Other Funds	9,586,431	-	-	5,222,879	14,809,310
Advances to Successor Agency	-	-	535,731	-	535,731
Restricted Assets:					
Cash and Investments with Fiscal Agents	-	-	-	55,246	55,246
Deposits Receivable	1,574,054	-	-	-	1,574,054
Total Assets	$ 51,971,684	$ 7,451,921	$ 4,513,220	$ 48,593,890	$ 112,530,715
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
LIABILITIES					
Accounts Payable	$ 1,686,301	$ 1,597,925	$ 28,563	$ 2,190,159	$ 5,502,948
Accrued Liabilities	4,814,108	84,534	-	-	4,898,642
Unearned Revenue	340,529	665,431	-	-	1,005,960
Deposits Payable	4,000,601	-	-	-	4,000,601
Due to Other Funds	-	5,868,098	861,213	6,787,370	13,516,681
Pollution Remediation Liability	150,000	-	-	-	150,000
Total Liabilities	10,991,539	8,215,988	889,776	8,977,529	29,074,832
DEFERRED INFLOWS OF RESOURCES					
Unavailable Revenues	-	5,969,180	389,992	311,230	6,670,402
Deferred Leases Related Items	4,713,253	-	-	1,003,403	5,716,656
Total Deferred Inflows of Resources	4,713,253	5,969,180	389,992	1,314,633	12,387,058
FUND BALANCES					
Nonspendable:					
Prepaid Costs	152,736	-	-	-	152,736
Notes and Loans	15,616	-	-	-	15,616
Restricted for:					
Housing and Community Development	-	-	-	12,195,736	12,195,736
Public Safety	-	-	-	423,133	423,133
Public Works	-	-	-	7,810,731	7,810,731
Debt Service	-	-	-	5,608,337	5,608,337
Low and Moderate Income Housing	-	-	3,233,452	1,240,604	4,474,056
Committed to:					
Contingency	8,599,208	-	-	-	8,599,208
Assigned to:	-				
Capital Projects	-	-	-	11,118,944	11,118,944
Compensated Absences	785,832	-	-	-	785,832
Future Pension Payments	7,975,721	-	-	-	7,975,721
Continuing Operations	17,206,519	-	-	-	17,206,519
Unassigned	1,531,260	(6,733,247)	-	(95,757)	(5,297,744)
Total Fund Balances	36,266,892	(6,733,247)	3,233,452	38,301,728	71,068,825
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 51,971,684	$ 7,451,921	$ 4,513,220	$ 48,593,890	$ 112,530,715

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2024

Fund Balances of Governmental Funds	$ 71,068,825
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, net of depreciation have not been included as financial resources in governmental fund activity.	184,580,801
Long-term debt and compensated absences that have not been included in the governmental fund activity:	
Bonds Payable	(208,713,498)
Leases and Subscriptions	(2,456,226)
Net OPEB Liability	(11,466,108)
Net Pension Liability	(36,533,607)
Compensated Absences	(3,722,950)
Accrued interest payable for the current portion of interest due on bonds are not reported in the governmental funds.	(968,452)
Revenues reported as unavailable revenue in the governmental funds and recognized in the Statement of Activities. These are included in the intergovernmental revenues in the governmental fund activity.	6,670,402
Deferred outflows and inflows of resources in governmental activities are not financial resources and, therefore, are not reported in the governmental funds:	
Deferred Outflows of Resources - Pension Related Items	43,748,421
Deferred Inflows of Resources - Pension Related Items	(1,527,125)
Deferred Outflows of Resources - OPEB Related Items	3,685,130
Deferred Inflows of Resources - OPEB Related Items	(3,066,773)
Internal service funds are used by management to charge the costs of certain activities, such as equipment management and self-insurance, to individual funds. The assets and liabilities of the internal service funds must be added to the Statement of Net Position.	4,137,884
Net Position of Governmental Activities	$ 45,436,724

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2024

		Special Revenue Funds			
	General	Other Intergovernmental Grants	Low-Mod Income Housing	Other Governmental Funds	Total Governmental Funds
REVENUES					
Taxes	$ 80,645,193	$ -	$ -	$ 143,274	$ 80,788,467
Interdepartmental	13,821,750	-	-	-	13,821,750
Licenses and Permits	2,386,229	-	-	-	2,386,229
Intergovernmental	186,830	10,292,835	-	20,259,672	30,739,337
Charges for Services	10,078,596	-	-	1,924,566	12,003,162
Use of Money and Property	5,265,301	-	54,897	1,183,824	6,504,022
Fines and Forfeitures	1,230,559	-	-	72,107	1,302,666
Miscellaneous	3,189,908	-	-	897,087	4,086,995
Total Revenues	116,804,366	10,292,835	54,897	24,480,530	151,632,628
EXPENDITURES					
Current:					
General Government	14,492,509	754,748	-	3,937	15,251,194
Public Safety	62,610,870	391,521	-	154,515	63,156,906
Housing and Community Development	3,453,461	-	40,159	9,465,472	12,959,092
Cultural and Leisure Services	12,019,487	-	279,000	-	12,298,487
Public Works	7,608,906	330,126	-	4,369,383	12,308,415
Capital Outlay	235,704	9,177,283	-	9,391,848	18,804,835
Debt Service:					
Principal Retirement	593,041	58,989	-	7,227,940	7,879,970
Interest and Fiscal Charges	15,322	8,754	-	5,883,179	5,907,255
Total Expenditures	101,029,300	10,721,421	319,159	36,496,274	148,566,154
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	15,775,066	(428,586)	(264,262)	(12,015,744)	3,066,474
OTHER FINANCING SOURCES (USES)					
Transfers In	1,653,179	-	-	14,785,204	16,438,383
Transfers Out	(13,973,838)	-	-	(2,951,946)	(16,925,784)
Subscription Financing	619,252	-	-	10,500	629,752
Total Other Financing Sources (Uses)	(11,701,407)	-	-	11,843,758	142,351
NET CHANGE IN FUND BALANCES	4,073,659	(428,586)	(264,262)	(171,986)	3,208,825
Fund Balances (Deficits) - Beginning of Year as Previously Presented	33,188,418	(6,053,354)	3,497,714	38,473,714	69,106,492
Error Corrections	(995,185)	(251,307)	-	-	(1,246,492)
Fund Balances (Deficits) - Beginning of Year as Restated	32,193,233	(6,304,661)	3,497,714	38,473,714	67,860,000
FUND BALANCES (DEFICITS) - END OF YEAR	$ 36,266,892	$ (6,733,247)	$ 3,233,452	$ 38,301,728	$ 71,068,825

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2024

Net Change in Fund Balances - Total Governmental Funds	$	3,208,825
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense. This is the amount by which capital outlay exceeded depreciation and disposals in the current period.		
Capital Outlay		14,010,487
Depreciation		(6,098,819)
Loss on Disposal of Capital Assets		(447,226)
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.		
Principal Repayments		7,194,296
Leases and Subscriptions Principal Repayments		685,674
Subscriptions Financing		(629,752)
Amortization of Bond Premium / Discounts		(24,902)
Accrued interest for long-term liabilities. This is the net change in accrued interest for the current period.		(180,987)
Compensated absences expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.		(236,250)
Governmental funds report all contributions in relation to the annual required contribution for pensions as expenditures, however, in the Statement of Activities, pension expense is actually determined and certain pension related adjustments are deferred to future periods.		(12,917,021)
Governmental funds report all contributions in relation to the annual required contribution for OPEB as expenditures, however, in the Statement of Activities, OPEB expense is actually determined and certain pension related adjustments are deferred to future periods.		787,610
Revenues reported as unavailable revenue in the governmental funds and recognized in the Statement of Activities. These are included in the intergovernmental revenues in the governmental fund activity.		(583,815)
Internal service funds are used by management to charge the costs of certain activities, such as equipment management and self-insurance, to individual funds. The net revenues (expenses) of the internal service fund is reported with governmental activities.		(6,272,334)
Change in Net Position of Governmental Activities	$	(1,504,214)

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		
	Harbor Tidelands	Harbor Uplands	Wastewater
ASSETS			
Current Assets:			
Cash and Investments	$ 6,435,936	$ 954,289	$ 17,328,654
Receivables:			
Accounts	754,193	350,950	27,199
Taxes	-	-	77,922
Accrued Interest	154,763	77,384	89,806
Leases	1,835,890	2,280,027	-
Due from Other Governments	-	-	-
Due from Other Funds	175,000	-	-
Restricted:			
Cash with Fiscal Agent	-	-	810
Total Current Assets	9,355,782	3,662,650	17,524,391
Noncurrent Assets:			
Leases Receivable	41,618,323	24,095,797	-
Capital Assets - Net of Accumulated Depreciation/Amortization	24,793,149	23,310,687	27,472,177
Total Noncurrent Assets	66,411,472	47,406,484	27,472,177
Total Assets	75,767,254	51,069,134	44,996,568
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Charge on Refunding	-	-	257,077
Deferred Pension Related Items	2,451,096	1,313,039	747,421
Deferred OPEB Related Items	205,980	111,557	79,708
Total Deferred Outflows of Resources	2,657,076	1,424,596	1,084,206
LIABILITIES			
Current Liabilities:			
Accounts Payable	1,495,696	88,566	744,147
Accrued Interest	39,603	13,140	44,460
Unearned Revenues	-	-	-
Deposits Payable	142,879	82,755	-
Due to Other Funds	544,986	-	-
Due to Other Governments	-	-	-
Accrued Compensated Absences	43,910	15,664	34,641
Accrued Claims and Judgments	-	-	-
Long-Term Debt - Due within One Year	330,491	109,656	466,179
Total Current Liabilities	2,597,565	309,781	1,289,427
Noncurrent Liabilities:			
Accrued Compensates Absences	131,729	46,992	103,921
Accrued Claims and Judgments	-	-	-
Long-Term Debt - Due in More than One Year	8,830,815	2,930,040	7,273,294
Net Pension Liability	1,973,255	1,009,957	477,985
Net OPEB Liability	640,895	347,104	248,008
Total Noncurrent Liabilities	11,576,694	4,334,093	8,103,208
Total Liabilities	14,174,259	4,643,874	9,392,635
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Related Items	97,097	59,396	48,998
Deferred OPEB Related Items	171,416	92,838	66,333
Deferred Leases Related Items	42,539,439	25,726,951	-
Total Deferred Inflows of Resources	42,807,952	25,879,185	115,331
NET POSITION			
Net Investment in Capital Assets	24,651,273	23,310,687	22,132,980
Unassigned	(3,209,154)	(1,340,016)	14,439,828
Total Net Position	$ 21,442,119	$ 21,970,671	$ 36,572,808

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF NET POSITION (CONTINUED)
PROPRIETARY FUNDS
JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		Governmental Activities - Internal Service Funds
	Other Nonmajor Enterprise Funds	Totals	
ASSETS			
Current Assets:			
Cash and Investments	$ 3,385,641	$ 28,104,520	$ 30,801,615
Receivables:			
Accounts	349,902	1,482,244	54,454
Taxes	100,750	178,672	-
Accrued Interest	-	321,953	-
Leases	-	4,115,917	-
Due from Other Governments	82,675	82,675	-
Due from Other Funds	-	175,000	-
Restricted:			
Cash with Fiscal Agent	63	873	-
Total Current Assets	3,919,031	34,461,854	30,856,069
Noncurrent Assets:			
Leases Receivable	-	65,714,120	-
Capital Assets - Net of Accumulated Depreciation/Amortization	1,804,298	77,380,311	10,936,555
Total Noncurrent Assets	1,804,298	143,094,431	10,936,555
Total Assets	5,723,329	177,556,285	41,792,624
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Charge on Refunding	-	257,077	-
Deferred Pension Related Items	660,880	5,172,436	2,524,240
Deferred OPEB Related Items	64,210	461,455	245,976
Total Deferred Outflows of Resources	725,090	5,890,968	2,770,216
LIABILITIES			
Current Liabilities:			
Accounts Payable	745,199	3,073,608	2,436,169
Accrued Interest	9,581	106,784	48,691
Unearned Revenues	43,243	43,243	-
Deposits Payable	-	225,634	-
Due to Other Funds	922,643	1,467,629	-
Due to Other Governments	266,467	266,467	-
Accrued Compensated Absences	31,108	125,323	80,732
Accrued Claims and Judgments	-	-	1,203,177
Long-Term Debt - Due within One Year	79,958	986,284	573,852
Total Current Liabilities	2,098,199	6,294,972	4,342,621
Noncurrent Liabilities:			
Accrued Compensates Absences	93,312	375,954	242,194
Accrued Claims and Judgments	-	-	23,199,925
Long-Term Debt - Due in More than One Year	2,136,488	21,170,637	9,659,626
Net Pension Liability	422,640	3,883,837	1,887,953
Net OPEB Liability	199,788	1,435,795	765,345
Total Noncurrent Liabilities	2,852,228	26,866,223	35,755,043
Total Liabilities	4,950,427	33,161,195	40,097,664
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Related Items	43,325	248,816	122,591
Deferred OPEB Related Items	53,436	384,023	204,701
Deferred Leases Related Items	-	68,266,390	-
Total Deferred Inflows of Resources	96,761	68,899,229	327,292
NET POSITION			
Net Investment in Capital Assets	1,792,598	71,887,538	10,202,312
Unassigned	(391,367)	9,499,291	(6,064,428)
Total Net Position	$ 1,401,231	$ 81,386,829	$ 4,137,884

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		
	Harbor Tidelands	Harbor Uplands	Wastewater
OPERATING REVENUES			
Sales and Service Charges	$ 976,667	$ 1,871,509	$ 5,642,079
Harbor Rentals	7,612,688	5,435,174	-
Miscellaneous	21,065	-	2,199
Total Operating Revenues	8,610,420	7,306,683	5,644,278
OPERATING EXPENSES			
Administrative and General	5,350,529	2,346,792	164,666
Personnel Services	4,431,588	2,420,697	1,788,490
Contractual Services	500,772	281,048	559,421
Internal Service Charges	1,214,436	1,720,316	523,564
Depreciation and Amortization Expense	565,103	382,990	728,479
Total Operating Expenses	12,062,428	7,151,843	3,764,620
OPERATING INCOME (LOSS)	(3,452,008)	154,840	1,879,658
NONOPERATING REVENUES (EXPENSES)			
Intergovernmental	12,627	-	-
Interest Revenue	1,200,278	492,302	734,536
Interest Expense	(239,826)	(79,510)	(316,599)
Gain (loss) on disposal of capital assets	-	-	-
Total Nonoperating Revenues (Expenses)	973,079	412,792	417,937
INCOME (LOSS) BEFORE TRANSFERS	(2,478,929)	567,632	2,297,595
Transfers In	567,515	188,208	190,822
Transfers Out	(567,515)	(1,841,387)	(190,822)
CHANGES IN NET POSITION	(2,478,929)	(1,085,547)	2,297,595
Net Position - Beginning of year, as Previously Reported	24,411,236	23,056,218	33,700,013
Error Corrections	(490,188)	-	575,200
Fund Balances (Deficits) - Beginning of Year, as Restated	23,921,048	23,056,218	34,275,213
NET POSITION - END OF YEAR	$ 21,442,119	$ 21,970,671	$ 36,572,808

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION (CONTINUED)
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		Governmental Activities - Internal Service Funds
	Other Nonmajor Enterprise Funds	Totals	
OPERATING REVENUES			
Sales and Service Charges	$ 7,041,104	$ 15,531,359	$ 16,910,807
Harbor Rentals	-	13,047,862	-
Miscellaneous	166,775	190,039	5,296,111
Total Operating Revenues	7,207,879	28,769,260	22,206,918
OPERATING EXPENSES			
Administrative and General	578,447	8,440,434	14,868,615
Personnel Services	1,643,399	10,284,174	6,327,360
Contractual Services	9,320,936	10,662,177	2,896,111
Internal Service Charges	738,505	4,196,821	2,497,069
Depreciation and Amortization Expense	260,624	1,937,196	1,791,770
Total Operating Expenses	12,541,911	35,520,802	28,380,925
OPERATING INCOME (LOSS)	(5,334,032)	(6,751,542)	(6,174,007)
NONOPERATING REVENUES (EXPENSES)			
Intergovernmental	3,370,294	3,382,921	-
Interest Revenue	-	2,427,116	47,385
Interest Expense	(57,866)	(693,801)	(261,325)
Gain (loss) on disposal of capital assets	-	-	115,613
Total Nonoperating Revenues (Expenses)	3,312,428	5,116,236	(98,327)
INCOME (LOSS) BEFORE TRANSFERS	(2,021,604)	(1,635,306)	(6,272,334)
Transfers In	2,277,815	3,224,360	594,409
Transfers Out	(137,235)	(2,736,959)	(594,409)
CHANGES IN NET POSITION	118,976	(1,147,905)	(6,272,334)
Net Position - Beginning of year, as Previously Reported	1,282,255	82,449,722	10,410,218
Error Corrections	-	85,012	-
Fund Balances (Deficits) - Beginning of Year, as Restated	1,282,255	82,534,734	10,410,218
NET POSITION - END OF YEAR	$ 1,401,231	$ 81,386,829	$ 4,137,884

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		
	Harbor Tidelands	Harbor Uplands	Wastewater
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Customers and Users	$ 8,178,061	$ 7,132,652	$ 5,642,768
Cash Paid to Suppliers for Goods and Services	(6,945,059)	(4,126,923)	(1,904,813)
Cash Paid to Employees for Services	(4,468,717)	(2,406,589)	(1,791,874)
Net Cash Provided (Used) by Operating Activities	(3,235,715)	599,140	1,946,081
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Cash Transfers Out	(567,515)	(1,841,387)	(190,822)
Cash Transfers In	567,515	188,208	190,822
Repayments Received from Other Funds	117,173	-	-
Payments Made to Other Funds	-	-	-
Proceeds from Noncapital Debt	-	-	-
Principal Paid on Noncapital Debt Issues	(328,104)	(108,864)	(110,376)
Payment for Cost of Issuance	-	-	-
Interest Paid on Noncapital Debt	(239,650)	(79,452)	(80,462)
GASB Lease Incentive		(25,000)	-
Cash Received from Other Governments	32,627	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	(417,954)	(1,866,495)	(190,838)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and Construction of Capital Assets	(1,114,811)	(55,464)	(3,666,455)
Principal Paid on Capital Debt	-	-	(340,000)
Interest Paid on Capital Debt	-	-	(205,488)
Proceeds from Sale of Capital Assets	-	-	-
Net Cash Used by Capital and Related Financing Activities	(1,114,811)	(55,464)	(4,211,943)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Received	1,161,095	456,566	741,795
Net Cash Provided (Used) by Investing Activities	1,161,095	456,566	741,795
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(3,607,385)	(866,253)	(1,714,905)
Cash and Cash Equivalents - Beginning of Year	10,043,321	1,820,542	19,044,369
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 6,435,936	$ 954,289	$ 17,329,464

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF CASH FLOWS (CONTINUED)
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		Governmental Activities - Internal Service Funds
	Other Nonmajor Enterprise Funds	Totals	
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Customers and Users	$ 7,181,836	$ 28,135,317	$ 25,697,446
Cash Paid to Suppliers for Goods and Services	(10,853,421)	(23,830,216)	(20,882,982)
Cash Paid to Employees for Services	(1,664,641)	(10,331,821)	(6,307,261)
Net Cash Provided (Used) by Operating Activities	(5,336,226)	(6,026,720)	(1,492,797)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Cash Transfers Out	(137,235)	(2,736,959)	(594,409)
Cash Transfers In	2,277,815	3,224,360	594,409
Repayments Received from Other Funds	-	117,173	-
Payments Made to Other Funds	-	-	-
Proceeds from Noncapital Debt	-	-	646,240
Principal Paid on Noncapital Debt Issues	(79,380)	(626,724)	(488,387)
Payment for Cost of Issuance	-	-	-
Interest Paid on Noncapital Debt	(57,822)	(457,386)	(167,258)
GASB Lease Incentive	-	(25,000)	-
Cash Received from Other Governments	5,032,535	5,065,162	-
Net Cash Provided (Used) by Noncapital Financing Activities	7,035,913	4,560,626	(9,405)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and Construction of Capital Assets	(639,309)	(5,476,039)	(3,493,845)
Principal Paid on Capital Debt	-	(340,000)	(123,139)
Interest Paid on Capital Debt	-	(205,488)	(90,200)
Proceeds from Sale of Capital Assets	-	-	115,613
Net Cash Used by Capital and Related Financing Activities	(639,309)	(6,021,527)	(3,591,571)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Received	-	2,359,456	47,385
Net Cash Provided (Used) by Investing Activities	-	2,359,456	47,385
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,060,378	(5,128,165)	(5,046,388)
Cash and Cash Equivalents - Beginning of Year	2,325,326	33,233,558	35,848,003
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 3,385,704	$ 28,105,393	$ 30,801,615

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF CASH FLOWS (CONTINUED)
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		
	Harbor Tidelands	Harbor Uplands	Wastewater
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating Income (Loss)	$ (3,452,008)	$ 154,840	$ 1,879,658
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Depreciation and Amortization	565,103	382,990	728,479
Loss on CIP write-off	-	-	-
(Increase) Decrease In:			
Accounts Receivable	(129,169)	3,100	(6,151)
Taxes Receivable	-	-	4,641
Leases Receivable	1,742,779	(2,549,458)	-
Deferred Outflow Pension Related Items	430,999	34,561	209,706
Deferred Outflow OPEB Related Items	(10,220)	(19,118)	(7,512)
Prepaid Expense	-	-	-
Increase (Decrease) In:			
Accounts Payable	(541,971)	(62,855)	(848,482)
Deposits Payable	-	(15,483)	-
Unearned Revenue	-	-	-
Claims and Judgments	-	-	-
Net Pension Liability	436,837	317,051	74,268
OPEB Liability	(5,338)	41,951	9,677
Deferred Pension Related Items	(123,600)	(55,590)	(73,582)
Deferred OPEB Related Items	(66,029)	(19,284)	(21,237)
Deferred Inflow Lease Related Items	(2,045,969)	2,372,327	-
Compensated Absences	(37,129)	14,108	(3,384)
Net Cash Provided (Used) by Operating Activities	$ (3,235,715)	$ 599,140	$ 1,946,081

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF CASH FLOWS (CONTINUED)
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		Governmental Activities - Internal Service Funds
	Other Nonmajor Enterprise Funds	Totals	
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating Income (Loss)	$ (5,334,032)	$ (6,751,542)	$ (6,174,007)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Depreciation and Amortization	260,624	1,937,196	1,791,770
Loss on CIP write-off	-	-	45,362
(Increase) Decrease In:			
Accounts Receivable	(24,927)	(157,147)	8,812
Taxes Receivable	(1,116)	3,525	-
Leases Receivable	-	(806,679)	-
Deferred Outflow Pension Related Items	188,343	863,609	(54,210)
Deferred Outflow OPEB Related Items	(2,522)	(39,372)	(44,430)
Prepaid Expense	-	-	11,910
Increase (Decrease) In:			
Accounts Payable	(374,652)	(1,827,960)	(1,243,798)
Deposits Payable	-	(15,483)	-
Unearned Revenue	(469)	(469)	-
Claims and Judgments	-	-	3,481,716
Net Pension Liability	64,437	892,593	755,597
OPEB Liability	(3,849)	42,441	100,016
Deferred Pension Related Items	(65,436)	(318,208)	(151,874)
Deferred OPEB Related Items	(21,385)	(127,935)	(39,760)
Deferred Inflow Lease Related Items	-	326,358	-
Compensated Absences	(21,242)	(47,647)	20,099
Net Cash Provided (Used) by Operating Activities	$ (5,336,226)	$ (6,026,720)	$ (1,492,797)

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2024

	Custodial Funds	Private-Purpose Trust Fund: Redevelopment Obligation Retirement Fund
ASSETS		
Pooled Cash and Investments	$ 178,012	$ 1,717,335
Receivables:		
Accounts	37,758	67,571
Accrued Interest	-	22,189
Total Assets	215,770	1,807,095
LIABILITIES		
Accrued Interest	-	94,870
Due to Other Governments	-	3,254,988
Long-Term Liabilities:		
Due in One Year	-	1,790,275
Due in More than One Year	-	9,238,750
Advances from City	-	535,731
Total Liabilities	-	14,914,614
NET POSITION		
Restricted for Other Purposes	215,770	(13,107,519)
Total Net Position	$ 215,770	$ (13,107,519)

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

CITY OF REDONDO BEACH
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
YEAR ENDED JUNE 30, 2024

	Custodial Funds	Private-Purpose Trust Fund Redevelopment Obligation Retirement Fund
ADDITIONS		
Charges for Services	$ -	$ 267,634
RRTTF Distributions	-	2,142,756
Investment Earnings	-	122,024
Total Additions	-	2,532,414
DEDUCTIONS		
Interest Expense	-	189,742
Contributions to Other Governments	-	811,366
Total Deductions	-	1,001,108
CHANGES IN NET POSITION	-	1,531,306
Net Position - Beginning of year	215,770	(14,638,825)
NET POSITION - END OF YEAR	$ 215,770	$ (13,107,519)

Preliminary Draft

See accompanying Notes to Basic Financial Statements.

NOTES TO FINANCIAL STATEMENTS

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of Redondo Beach, California (City) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

A. Financial Reporting Entity

The City was incorporated on April 29, 1892, under the laws of the State of California and enjoys all the rights and privileges applicable to a Charter City. It is governed by an elected Mayor and a five-member council.

As required by GAAP, the financial statements present the City and its component units, entities for which the City is substantively the same governing body of the component unit's governing body and there is either a financial benefit or burden relationship between the City and the component units. Blended component units, although legally separate entities are, in substance, part of the City's operations and data from these units are combined with data of the City. Each blended component unit has a June 30 year-end. The City had no discretely presented component units. The following entities are reported as blended component units:

The Parking Authority of the City of Redondo Beach (Parking Authority) was established on March 3, 1969, pursuant to the provisions of the Streets and Highway Code of the State of California. The principal purpose of the Parking Authority is to provide public off-street parking within the City. The Parking Authority serves all the citizens of the government and is governed by a board comprised of the government's elected council. The Parking Authority is considered a blended component unit due to the financial benefit or burden relationship the Parking Authority shares with the City as its financial transactions are reported in a Debt Service Fund. Separate financial statements are not prepared for this blended component unit.

The Redondo Beach Housing Authority (Housing Authority) was formed on June 2, 1975, for the purpose of providing affordable, decent housing for lower income residents of the City. The Housing Authority operates the Fair Housing and Section 8 housing programs. The Housing Authority serves all the citizens of the government and is governed by a board comprised of the government's elected council. The Housing Authority is considered a blended component unit due to the financial benefit or burden relationship the Housing Authority shares with the City as its financial transactions are reported in a Special Revenue Fund. Separate financial statements are not prepared for this blended component unit.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Financial Reporting Entity (Continued)

The Redondo Beach Public Financing Authority (Public Financing Authority), a joint powers authority, was formed on June 25, 1996, to provide financing for capital improvement projects. The Redevelopment Agency joined with the City to form the Public Financing Authority to operate rental property and issue bonds to provide funds for public capital improvements. The Public Financing Authority has the same governing board as the City, which also performs all accounting and administrative functions for the Public Financing Authority. The Public Financing Authority is considered a blended component unit due to the financial benefit or burden relationship the Public Financing Authority shares with the City as its financial transactions are reported in a Debt Service Fund. Separate financial statements are not prepared for this blended component unit.

The Redondo Beach Community Financing Authority (Community Financing Authority), a joint powers authority, was formed on January 31, 2012, to provide financing for capital improvement projects as the State's elimination of the Redevelopment Agency, which was a member of the Public Financing Authority, created the need for a new financing authority. The Parking Authority joined with the City to form the Community Financing Authority. The Community Financing Authority has the same governing board as the City, which also performs all accounting and administrative functions for the Community Financing Authority. The Community Financing Authority is considered a blended component unit due to the financial benefit or burden relationship the Community Financing Authority shares with the City as its financial transactions are combined with the Public Financing Authority and reported in a Debt Service Fund. The Community Financing Authority does not issue separate financial statements.

B. Basis of Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Accounting and Measurement Focus (Continued)

Government-Wide Financial Statements

The City's government-wide financial statements include a statement of net position and a statement of activities. These statements present summaries of governmental and business-type activities for the City accompanied by a total column. Fiduciary activities of the City are not included in these statements. These basic financial statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets, deferred outflows of resources, deferred inflows of resources, and liabilities, including capital assets (as well as infrastructure assets) and long-term liabilities, are included in the accompanying statement of net position. The statement of activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Certain indirect costs are included in the program expenses reported for specific functions.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regard to interfund activities, payables and receivables. All internal balances in the statement of net position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due to/from other funds
- Advances to/from other funds
- Transfers in/out

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Accounting and Measurement Focus (Continued)

Governmental Fund Financial Statements

Governmental fund financial statements include a balance sheet and a statement of revenues, expenditures, and changes in fund balances for all major governmental funds and nonmajor funds aggregated. The City has presented all major funds that have met the applicable criteria.

All governmental funds are accounted for on a spending, or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the balance sheet. the statement of revenues, expenditures and changes in fund balances presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recorded when received in cash, except for revenues subject to accrual (generally 60 days after year-end), which are recognized when due. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, sales taxes, franchise taxes, special assessments, intergovernmental revenues and other taxes. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Unavailable revenues arise when potential revenues do not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when the government receives resources before it has a legal claim to them, as when grant monies are received prior to incurring qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met or when the government has a legal claim to the resources, the unavailable or unearned revenue is removed, and revenue is recognized.

The reconciliations of the Fund Financial Statements to the Government-Wide Financial Statements are provided to explain the differences created by the integrated approach of GASB Statement No. 34.

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Accounting and Measurement Focus (Continued)

Governmental Fund Financial Statements (Continued)

The City reports the following major governmental funds:

- General Fund – The City's primary operating fund that accounts for all financial resources of the general government except those required to be accounted for in another fund.
- Other Intergovernmental Grants Special Revenue Fund – To account for federal, state and other governmental agencies grant funding that supplements local funding.
- Low-Mod Income Housing Asset Special Revenue Fund – To account for all transferred housing assets of the dissolved Redevelopment Agency and funds generated from those housing assets.

Proprietary Fund Financial Statements

Proprietary fund financial statements include a statement of net position, a statement of revenues, expenses, and changes in net position, and a statement of cash flows for each proprietary fund. A separate column representing internal service funds is also presented in these statements. However, internal service balances and activities have been combined with the governmental activities in the government-wide financial statements.

Proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) are included on the statement of net position. The statement of revenues, expenses, and changes in net position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. In these funds, receivables have been recorded as revenue and provisions have been made for uncollectible amounts.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Accounting and Measurement Focus (Continued)

Proprietary Fund Financial Statements (Continued)

The City reports the following enterprise funds as major proprietary funds:

- Harbor Tidelands Fund – To account for the operations of small boat harbor facilities available to the general public, including related pier activities. The use of this fund is restricted under the City Tideland Trust Agreement with the State of California.
- Harbor Uplands Fund – To account for the operations of small boat harbor facilities available to the general public, including related pier activities. The use of this fund is subject only to the decisions of the City Council.
- Wastewater Fund – To account for the capital facility charge and a sewer user fee. The charges are designed to reimburse the City's wastewater system for the capital and maintenance and operations costs necessary for providing wastewater capacity to system users. These charges are associated with the expansion of the system required over time to address increases in wastewater flow generated by new development.

Fiduciary Fund Financial Statements

Fiduciary Funds are using the "economic resources" measurement focus and the accrual basis of accounting. The City reports a private-purpose trust and a custodial fund. Private-purpose trust funds are used to report trust arrangements under which principal and income benefit individuals, private organizations, or other governments. Custodial funds account for assets held by the city for other governments or individuals in a custodial capacity.

C. Cash, Cash Equivalents, and Investments

The City pools its available cash for investment purposes. The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. Cash and cash equivalents are combined with investments and displayed as Cash and Investments.

In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Cash, Cash Equivalents, and Investments (Continued)

The City participates in an investment pool managed by the state of California, titled Local Agency Investment Fund (LAIF), which has invested a portion of the pool funds in Structured Notes and Asset-Backed Securities. LAIF's investments are subject to credit risk with the full faith and credit of the state of California collateralizing these investments. In addition, these Structured Notes and Asset-Backed Securities are subject to market risk as to change in interest rates.

In accordance with GASB Statement No. 40, *Deposit and Investment Risk Disclosures*, certain disclosure requirements, if applicable, are provided for deposit and investment risk in the following areas:

- Interest Rate Risk
- Credit Risk
  - Overall
  - Custodial Credit Risk
  - Concentration of Credit Risk
- Foreign Currency Risk

For purposes of the statement of cash flows of the proprietary fund types, cash and cash equivalents include all investments, as the City operates an internal cash management pool which maintains the general characteristics of a demand deposit account.

D. Restricted Cash and Investments

Certain restricted cash and investments are held by fiscal agents for the redemption of bonded debt, for acquisition and construction of capital projects, or to serve as collateral for debt. Cash and investments are also restricted for deposits held for others within the enterprise funds.

E. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

F. Interfund Transactions

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans)." Any residual balances outstanding between the governmental activities and business-type activities are reported in the governmental-wide financial statements as "internal balances."

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Capital Assets

In the Government-Wide Financial Statements, capital assets, which include land, buildings, right-to-use buildings, improvements, equipment, furniture, subscriptions and infrastructure assets (e.g., roads, sidewalks, and similar items), are reported in the applicable governmental or business-type activities. Capital assets are recorded at historical cost or estimated historical cost if actual cost is not available. Donated assets and capital assets received in a service concession are valued at their acquisition value rather than fair value. City policy has set the capitalization threshold for reporting capital assets at the following:

General Capital Assets	$ 5,000
Infrastructure Capital Assets	25,000
Buildings, Paring Structures, and Parking Lots	100,000

The City has chosen the Modified Approach for reporting of the Street Pavement Subsystem infrastructure assets, and as a result no depreciation is recorded for that system; instead, all expenditures made for these assets, except for additions and improvements, are expensed in the year incurred. For all other assets, depreciation is recorded on a straight-line basis over the useful lives of the assets as follows:

Buildings and Improvements	5 to 45 Years
Equipment	5 to 20 Years
Vehicles	4 to 20 Years
Infrastructure	5 to 60 Years

The City defines infrastructure as the physical assets that allow the City to function. These assets include:

- Streets system
- Site amenities such as parking and landscaped areas used by the City in the conduct of its business
- Underground utilities

Each major infrastructure system can be divided into subsystems. For example, the street system can be divided into concrete and asphalt pavements, concrete curb and gutters, sidewalks, medians, etc. Subsystem detail is not presented in these financial statements; however, the City maintains detailed information on these subsystems.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Capital Assets (Continued)

In May 2020, a physical assessment of all pavement segments was conducted to assess the existing surface condition of each of the individual pavement segments. Upon completion of the study, a Pavement Condition Index (PCI) was calculated for each segment in the City's pavement network to reflect the overall pavement condition. Ratings ranged from 0 to 100. A PCI of 0 would correspond to badly deteriorated pavement with virtually no remaining life; a PCI of 100 would correspond to pavement with proper engineering design and construction at the beginning of its life cycle. During the year, the comprehensive survey is updated to reflect the pavement's current condition.

The following conditions were defined:

Condition	Rating
Very Good	70-100
Good	50-69
Poor	25-49
Very Poor	0-24

In line with the Capital Improvement Program and as presented to the City Council on January 16, 2018, City policy is to achieve an average PCI rating of 75 for all streets beginning in fiscal year 2028. This rating allows minor cracking and raveling of the pavement along with minor roughness that could be noticeable to drivers traveling at posted speeds. For 2022, 2023, and 2024, the City's street system was rated at a PCI of ____, 70, and 69 on the average, respectively.

For a detailed description of the Modified Approach, see the Required Supplementary Information section of this report.

For all other infrastructure systems, the City elected to use the Basic Approach for infrastructure reporting. As such, the City records the assets at historical cost and depreciates them over their useful lives, and regularly evaluates them for impairment. Expenditures that extend the life of the asset are capitalized.

In the governmental fund financial statements, capital assets are not presented. Consequently, capital assets are a reconciling item and are shown in the reconciliation of the balance sheet of governmental funds to the statement of net position.

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Interest Payable

In the government-wide financial statements, interest payable on long-term debt is recognized as the liability is incurred for governmental activities and business-type activities.

In the fund financial statements, governmental fund types do not recognize interest payable, while proprietary fund and fiduciary fund types recognize the interest payable when the liability is incurred.

I. Unearned/Unavailable Revenue

In the financial statements, unearned revenue is recognized for transactions in which revenue has not yet been earned, and unavailable revenue is recognized for transactions in which revenue is measurable but not available. Typical transactions recorded as unearned revenues in the financial statements are prepaid charges for services, and grants received but not yet earned. Typical transactions recorded as unavailable revenues in the financial statements are long term loans receivable, and reimbursable grants that are not collected in the City's availability period.

J. Compensated Absences Payable

Only the short-term liability for compensated absences (the amount due to employees for future absences, such as vacation and compensatory time, which are attributable to services already rendered) is reported as a current liability in the governmental funds and only if they have matured, for example, as a result of employee resignations and retirements; the long-term liability is reported in the government-wide financial statements. The short-term liability is the amount that will be liquidated with current financial resources and is expected to be paid during the next fiscal year. All of the liability for compensated absences applicable to proprietary funds is reported in those funds.

Vacation pay is payable to employees at the time a vacation is taken or upon termination of employment. Employees may accrue from two to three times their annual accrual rate. Upon termination an employee will be paid for any unused accrued vacation pay. Sick leave is payable when an employee is unable to work because of illness. Unused sick leave is forfeited upon termination.

K. Claims and Judgments Payable

The short-term and long-term claims are reported as liabilities in the Self-Insurance Program Internal Service Fund. The short-term liability which will be liquidated with current financial resources is the amount of the settlement reached, but unpaid, related to claims and judgments entered.

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Long-Term Debt

Government-Wide Financial Statements

Long-term debt and other long-term obligations are reported as liabilities in the appropriate activities. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method. Bonds payable is reported net of the applicable bond premium or discount.

Fund Financial Statements

The fund financial statements do not present long-term debt. Consequently, long-term debt is a reconciling item and is shown in the reconciliation of the balance sheet of governmental funds to the statement of net position.

Bond premiums and discounts, as well as issuance costs, are recognized during the current period. Bond proceeds are reported as other financing sources net of the applicable premium or discount.

M. Pension Plans

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date (VD)	June 30, 2022
Measurement Date (MD)	June 30, 2023
Measurement Period (MP)	July 1, 2022 to June 30, 2023

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan (OPEB Plan), the assets of which are held by California Employers' Retiree Benefit Trust (CERBT), and additions to/deductions from the OPEB Plan's fiduciary net position have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date (VD)	June 30, 2022
Measurement Date (MD)	June 30, 2023
Measurement Period (MP)	July 1, 2022 to June 30, 2023

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.

The recognition period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on pension plan investments	5 Years
All other amounts	Expected average remaining service lifetime (EARL) (8.5 years at July 1, 2021)

O. Net Position

In the Government-Wide Financial Statements, net position is classified in the following categories:

Net Investment in Capital Assets – This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt attributed to the acquisition, construction, or improvement of the assets.

Restricted Net Position – This amount is restricted by external creditors, grantors, contributors, laws or regulations of other governments.

Unrestricted Net Position – This amount is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Fund Balances

In the Governmental Fund Financial Statements, fund balances are classified in the following categories:

Nonspendable – Nonspendable fund balances are items that are not expected to be converted to cash, such as prepaid items and inventories, or items that are required to be maintained intact, such as principal of an endowment or revolving loan funds.

Restricted – Restricted fund balances include amounts that can be spent only for the specific purposes stipulated by external resources providers, such as grant providers, constitutionally, or through enabling legislation. Effectively, restrictions may be changed or lifted only with the consent of resource providers.

Committed – Committed fund balances include amounts that can be used only for the specific purposes when the City Council passes a resolution that places specific constraints on how the resources may be used. The City Council can modify or rescind the resolution at any time through passage of an additional resolution.

Assigned – Assigned fund balances comprise amounts intended to be used by the government for specific purposes, but are neither restricted nor committed. Intent is expressed when the City Council approves which resources should be assigned to expenditures of particular purposes during the adoption of the annual budget. The City Manager uses that information to determine whether those resources should be classified as assigned or unassigned for presentation in the City's fund financial statements.

Unassigned – Unassigned fund balance is a residual (surplus) classification used for the General Fund only and includes amounts not contained in the other classifications. Unassigned amounts in the General Fund are technically available for any purpose. If a governmental fund, other than the General Fund, has a fund balance deficit, it will be reported as a negative amount in the unassigned classification in that fund.

Q. Spending Policy

Government-Wide Financial Statements and the Proprietary Fund Financial Statements

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Spending Policy (Continued)

Governmental Fund Financial Statements

When expenditures are incurred for purposes for which all restricted, committed, assigned and unassigned fund balances are available, the City's policy is to apply in the following order, except for instances wherein an ordinance specifies the source:

- Restricted
- Committed
- Assigned
- Unassigned

R. Property Taxes

Under California law, property taxes are assessed and collected by the counties on up to 1% of assessed property value, plus other increases approved by the voters. Property taxes collected are pooled and then allocated to the cities based on complex formulas.

January 1	Lien Date
June 30	Levy Date
November 1 and February 1	Due Dates
December 10 and April 10	Collection Date

S. Use of Estimates

The preparation of the basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities. In addition, estimates affect the reported amount of expenses. Actual results could differ from these estimates and assumptions.

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

T. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City only has three items that qualify for reporting in this category. One is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunding or refunded debt. Secondly, the City also has deferred outflows related to pensions, which arises only under a full accrual basis of accounting. Accordingly, this item (pension related items), is reported only in the government-wide statement of net position. This includes pension contributions subsequent to the measurement date of the net pension liability and other amounts (see Note 11), which are amortized by an actuarial determined period. Thirdly, the City has deferred outflows related to Other Postemployment Benefits (OPEB), which include contributions subsequent to the measurement date of the total OPEB liability and other amounts:

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has several items that qualify for reporting in this category:

1. Unavailable revenue reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from grant revenues. These amounts are deferred and recognized as an inflow of resources in the period when they become available.

2. Pension and OPEB related deferred inflows are reported only on the statement of net position. The government reports deferred inflows of resources related to items arising from certain changes in the net pension liability, net pension asset, net OPEB asset or net OPEB liability. Deferred inflows and outflows of resources related to changes in the net pension liability, net pension asset, net OPEB asset or net OPEB liability are recognized systematically over time. Amounts are first recognized in the year the change occurs. The remaining amounts are to be recognized in future periods. The recognition period differs depending on the source of the change, and the changes are currently amortized over 5 years or the average remaining service life time.

Preliminary Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

T. Deferred Outflows/Inflows of Resources (Continued)

3. A deferred inflow of resources related to leases is reported for the value of lease receivable payments to be recognized as an inflow of resources in a systematic and rational manner over the term of the lease agreements.

U. New GASB Pronouncements Effective during Fiscal Year

The following Government Accounting Standards Board (GASB) pronouncements were effective for and/or early implemented for the fiscal year ended June 30, 2023:

GASB Statement No. 100, *Accounting Changes and Error Corrections.*

In June 2022, the GASB issued GASB Statement No. 100, *Accounting Changes and Error Corrections*. This standard enhances accounting and financial reporting requirements for accounting changes and error corrections. Included in the category of accounting changes is changes to or within the financial reporting entity, which results from a change in the fund's presentation as major or nonmajor. The City adopted the requirements of the guidance effective July 1, 2023 and has applied the provisions of this standard to the beginning of the period of adoption.

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Deficit Fund Balance

The following funds had a deficit balance as of June 30, 2024:

Major Funds:	
Other Intergovernmental Grants	$ (6,733,249)
Nonmajor Funds:	
Local Transportation Article 3	(73,332)
Community Development Block Grant	(22,425)
Internal Service Funds:	
Building Occupancy	(318,327)
Self-Insurance Program	(16,227,925)
Private-Purpose Trust Fund	(13,107,519)

The deficit fund balances are expected to be recovered through grant and other reimbursement revenues. For the Private-Purpose Trust Fund, deficit will be recovered from future payments from the County Redevelopment Property Tax Trust Fund.

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NOTE 3 CASH AND INVESTMENTS

Cash and investments are presented on the statement of net position as follows at June 30, 2024:

	Government-Wide Statement of Net Position				
	Governmental Activities	Business-Type Activities	Total	Fiduciary Funds Statement of Net Position	Total
Cash and Investments	$ 96,773,489	$ 28,104,520	$ 124,878,009	$ 1,895,347	$ 126,773,356
Restricted Cash and Investments with Fiscal Agents	55,246	873	56,119	-	56,119
Total	$ 96,828,735	$ 28,105,393	$ 124,934,128	$ 1,895,347	$ 126,829,475

Cash, cash equivalents, and investments consisted of the following at June 30, 2024:

Cash and Cash Equivalents:	
Petty Cash	$ 13,450
Demand Deposits - City	17,899,293
Demand Deposits - Successor Agency	1,656,515
Total Cash and Investments	19,569,258
Investments:	
Local Agency Investment Fund (LAIF) - City	289,521
Local Agency Investment Fund (LAIF) - Successor Agency	1,959,343
Negotiable Certificates of Deposit	245,520
Money Market Mutual Funds	18,202,927
Corporate Bonds	8,363,570
U.S. Government Securities	32,608,610
Federal Agency Securities	45,535,230
Total Investments	107,204,721
Total Cash and Investments	126,773,979
Cash and Investments with Fiscal Agents	55,496
Total	$ 126,829,475

A. Cash Deposits

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

Preliminary Draft

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

B. Investments

Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

- United States Treasury Bills, Notes and Bonds
- Obligations issued by the Federal Government
- Bankers' Acceptances with a maturity of 180 days or less
- Time Certificates of Deposits
- Negotiable Certificates of Deposit
- Commercial Paper with a maturity of 270 days or less
- Local Agency Investment Fund (LAIF) limited to $65,000,000 by LAIF
- Medium-Term Notes (5 year maximum) of Domestic Corporations or Depository Institutions
- Mutual Funds
- Guaranteed Investment Contracts not to exceed $5 million annually
- Certificate of Deposit Placement Services
- Collateralized Bank Deposits
- Supranationals

The City investment policy applies to all financial assets, investment activities and debt issues of the City (including funds which are invested by trustees appointed under debt trust indentures, with direction from the City Treasurer).

The City is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments with LAIF at June 30, 2024, include a portion of the pool funds invested in Structured Notes and Asset-Backed Securities.

Structured Notes – Debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/ or that have embedded forwards or options.

Asset-Backed Securities – Generally mortgage-backed securities that entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (for example, Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2024, the City and the Successor Agency had $2,248,865 invested in LAIF, which had invested 0.201% of the pool investment funds in Structured Notes and Mortgage-Backed Securities. The LAIF fair value factor of 0.996316042 was used to calculate the fair value of the investments in LAIF.

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NOTE 3 CASH AND INVESTMENTS (CONTINUED)

C. Deposit and Investment Risk

Credit Risk

The City's investment policy limits investments in medium-term notes (MTN's) to those rated "A" or higher by Standard and Poor's (S&P) or "A2" or higher by Moody's. As of June 30, 2024, all MTN's were rated "A2" or higher by Moody's. As of June 30, 2024, the City's Federal Agency investments were rated "AA+" by Moody's and "Aaa" by S&P. All securities were investment grade and were in accordance with State and City law. Investments in U.S. government securities are not considered to have credit risk; therefore, their credit quality is not disclosed. As of June 30, 2024, the City's investments in external investment pools are unrated.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party.

The carrying amounts of the City's cash deposits were $16,165,228 at June 30, 2024. Bank balances at June 30, 2024, were $19,913,905 which were fully insured or collateralized with securities held by the pledging financial institutions in the City's name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

The fair value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits. The City may waive collateral requirements for cash deposits which are fully insured up to $250,000 by the Federal Deposit Insurance Corporation. The City, however, has not waived the collateralization requirements.

Concentration of Credit Risk

The City's investment policy imposes restrictions on the maximum percentage it can invest in a single type of investment. Investments in Federal Agencies have the implied guarantee of the United States government. While all the City's investments are in compliance with the City's investment policy as of June 30, 2024, in accordance with GASB Statement No. 40, if a City has invested more than 5% of its total investments in any one issuer, they are exposed to concentration of credit risk. Investments guaranteed by the U.S. government and investments in mutual funds and external investment pools are excluded from this requirement.

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NOTE 3 CASH AND INVESTMENTS (CONTINUED)

C. Deposit and Investment Risk (Continued)

Concentration of Credit Risk (Continued)

As of June 30, 2024, the City has invested more than 5% of its total investment value with the following issuers:

		% of Total Investments
Federal Home Loan Bank	$ 18,233,620	16%
Federal Farm Credit Bank	7,884,260	16%
Federal National Mortgage Association	4,923,400	4%
Federal Home Loan Mortgage Corporation	14,493,950	13%
Total	$ 45,535,230	49%

Interest Rate Risk

The City's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The City's investment policy states that at least 50% of the City's portfolio shall mature in three years or less; and at least 25% in one year or less. The only exception to these maturity limits shall be the investment of the gross proceeds of tax-exempt bonds. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk. As of June 30, 2024, the City had the following investments and remaining maturities:

	Investment Maturities				
Investment Types	Up to 1 Year	1 to 2 Years	2 to 3 Years	3 to 5 Years	Fair Value
External Investment Pools - Local Agency Investment Fund	$ 2,248,864	$ -	$ -	$ -	$ 2,248,864
Negotiable Certificate of Deposits	245,520	-	-	-	245,520
U.S. Treasury Notes	6,912,140	21,097,560	4,598,910	-	32,608,610
Federal Agencies:					
Federal Farm Credit Bank	2,987,460	-	-	4,896,800	7,884,260
Federal Home Loan Bank	6,946,820	-	11,286,800	-	18,233,620
Federal Home Loan Mortgage Corporation	-	-	9,515,900	4,978,050	14,493,950
Federal National Mortgage Association	4,923,400	-	-	-	4,923,400
Money Market	18,202,927	-	-	-	18,202,927
Corporate Bonds	1,938,880	4,424,830	1,999,860	-	8,363,570
Total Investments	$ 44,406,011	$ 25,522,390	$ 27,401,470	$ 9,874,850	$ 107,204,721

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NOTE 3 CASH AND INVESTMENTS (CONTINUED)

C. Deposit and Investment Risk (Continued)

Fair Value Measurements

GASB Statement No. 72, *Fair Value Measurements and Application*, establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of quoted prices (unadjusted) for identical assets and liabilities in active markets that a government can access at the measurement date, Level 2 inputs consist of inputs other than quoted prices that are observable for an asset or liability, either directly or indirectly, and Level 3 inputs have the lowest priority and consist of unobservable inputs for an asset or liability.

Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The following table presents the balances of the assets measured at fair value on a recurring basis as of June 30, 2024.

	Fair Value Measurement Using			
	Level 1	Level 2	Level 3	Total
Investments by Fair Value Level:				
U.S. Treasury Notes	$ 32,608,610	$ -	$ -	$ 32,608,610
Federal Farm Credit Bank	-	7,884,260	-	7,884,260
Federal Home Loan Bank	-	18,233,620	-	18,233,620
Federal Home Loan Mortgage Corporation	-	14,493,950	-	14,493,950
Federal National Mortgage Association	-	4,923,400	-	4,923,400
Money Market	18,202,927	-	-	18,202,927
Corporate Bonds	-	8,363,570	-	8,363,570
Negotiable Certificates of Deposit	-	245,520	-	245,520
Total Investments by Fair Value Level	$ 50,811,537	$ 54,144,320	$ -	104,955,857
Investments Measured at Net Asset Value:				
Local Agency Investment Fund (LAIF)				2,248,864
Total Investments				$ 107,204,721

Investments classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Investments classified in Level 2 of the fair value hierarchy are valued using specified fair value factors. Federal Agency Securities classified in Level 2 of the fair value hierarchy are valued using institutional bond quotes.

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NOTE 4 RECEIVABLES

The following is a summary of receivables net of allowances for uncollectible amounts at June 30, 2024:

	Government-Wide Statement of Net Position		Fiduciary Funds Statement of Net Position	Total
	Governmental Activities	Business-Type Activities		
Accounts Receivable	$ 2,835,686	$ 1,482,244	$ 105,329	$ 4,423,259
Taxes Receivable	4,966,429	178,672	-	5,145,101
Accrued Interest Receivable	453,922	321,953	22,189	798,064
Notes and Loans Receivable	2,405,808	-	-	2,405,808
Leases Receivable	5,812,597	69,830,037	-	75,642,634
Total	$ 16,474,442	$ 71,812,906	$ 127,518	$ 88,414,866

At June 30, 2024, the Fund Financial Statements show the following receivables:

A. Accounts Receivable

Accounts receivable consisted of amounts accrued in separate funds in the ordinary course of operations. The total amount of accounts receivable for each major fund and nonmajor fund in the aggregate as of June 30, 2024, was as follows:

Governmental Funds:	
General Fund	$ 2,153,295
Other Intergovernmental Grants	502,174
Remaining Governmental Funds	125,763
Total Governmental Funds	2,781,232
Proprietary Funds:	
Harbor Tidelands	754,193
Harbor Uplands	350,950
Wastewater	27,199
Other Nonmajor Enterprise Funds	349,902
Internal Service Funds	54,454
Total Proprietary Funds	1,536,698
Total	$ 4,317,930

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NOTE 4 RECEIVABLES (CONTINUED)

B. Accrued Interest Receivable

Interest receivable consists of interest from investments pooled by the City and is distributed among the funds according to their ending cash balances. The interest receivable as of June 30, 2024, was as follows:

Governmental Funds:	
General Fund	$ 369,305
Remaining Governmental Funds	84,617
Total Governmental Funds	453,922
Proprietary Funds:	
Harbor Tidelands	154,763
Harbor Uplands	77,384
Wastewater	89,806
Total Proprietary Funds	321,953
Total	$ 775,875

C. Taxes Receivable

At June 30, 2024, the City had the following taxes receivable:

	Government Funds		Proprietary Funds		
	General Fund	Nonmajor Governmental Funds	Wastewater Fund	Solid Waste Fund	Total
Types of Taxes:					
Property Taxes	$ 1,024,707	$ 189,895	$ 77,922	$ 100,750	$ 1,393,274
Sales Taxes	2,023,464	-	-	-	2,023,464
Transient Occupancy Taxes	679,167	-	-	-	679,167
Utility Users Taxes	679,791	-	-	-	679,791
Franchise Taxes	196,552	-	-	-	196,552
Transfer Taxes	172,854	-	-	-	172,854
Total Taxes	$ 4,776,535	$ 189,895	$ 77,922	$ 100,750	$ 5,145,102

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NOTE 4 RECEIVABLES (CONTINUED)

D. Notes and Loans Receivable

At June 30, 2024, the City had the following notes and loans receivable:

	Government Funds			
	General Fund	Low-Mod Income Housing	Nonmajor Governmental Funds	Total
Home Rehabilitation Loans	$ -	389,992	$ -	$ 389,992
Housing Assistance Loans	-	-	311,227	311,227
Senior Housing Program	-	1,688,973	-	1,688,973
Computer Loan Program	15,616	-	-	15,616
Total	$ 15,616	$ 2,078,965	$ 311,227	$ 2,405,808

Home Rehabilitation Loans

At June 30, 2024, the City was owed, in its Low and Moderate Income Housing Asset Special Revenue Fund, $389,992 for various home rehabilitation loans made by the City. The terms of repayment vary. Because the notes do not meet the City's availability criteria for revenue recognition, the City has classified the revenue related to these loans as deferred inflows of resources in the governmental funds. Revenue is recognized in the year of repayment. All loans are secured by trust deeds.

Housing Assistance Loans

At June 30, 2024, the City was owed, in its Community Development Block Grant Special Revenue Fund, $311,227 for various housing assistance loans made by the City. The terms of repayment vary. Because the notes do not meet the City's availability criteria for revenue recognition, the City has classified the revenue related to these loans as deferred inflows of resources. Revenue is recognized in the year of repayment. All loans are secured by trust deeds.

Senior Housing Program

On June 21, 1995, the Agency loaned $2,200,000 to the Corporate Fund for Housing (a California nonprofit public benefit corporation) for the McCandless senior housing complex. The loan term is for 45 years and bears interest at 2% per annum. Any portion of the Agency loan remaining unpaid upon the 45th anniversary of completion will be forgiven. Repayments will be made from residual receipts of the housing complex. The loan is secured by the Agency Deed of Trust. At June 30, 2024, the loan receivable included accrued interest of $1,688,973.

Computer Loan Program

The City has a computer loan program for employees to purchase computers. The maximum loan amount per employee is $1,500 with a repayment term maximum of two years. Repayments from the employees are made through payroll deductions. At June 30, 2024, the loan receivable balance was $15,616.

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NOTE 5 LEASES

Leases are financings of the right to use an underlying asset. A lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

A. Leases Receivable and Deferred Inflows of Resources

The City entered into 40 leases as a Lessor for the use of various pieces of land and building. The terms range from 2 to 90 year beginning on the contract commencement date. As of June 30, 2024, the City reported a lease receivable of $75,642,634, $5,812,597 for governmental funds and $69,830,037 for proprietary funds, respectively. The lessees were required to make monthly payments in fiscal year 2024 ranging from $788 to $105,400. The leases have interest rates ranging from 0.3150% to 3.5290%. The value of the deferred inflow of resources as of June 30, 2024, was $73,983,046, $5,716,656 for governmental funds and $68,266,390 for proprietary funds respectively, and the City recognized lease revenue of $5,724,920, $266,194 for governmental funds and $5,229,868 for proprietary funds, respectively. The lessees have various extension options, ranging from one 12-month option to two 60-month options. Variable and other miscellaneous payments are not included in the amount receivable.

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NOTE 5 LEASES (CONTINUED)

A. Leases Receivable and Deferred Inflows of Resources (Continued)

The following is a schedule, by year, of minimum future lease rentals on noncancellable operating leases as of June 30, 2024:

	Governmental Activities		
Year Ending June 30,	Lease	Interest	Minimum Future Rental Revenue
2025	$ 453,757	97,693	$ 551,450
2026	462,856	91,032	553,888
2027	472,187	84,187	556,374
2028	429,571	77,176	506,747
2029	137,236	72,288	209,524
2030 - 2034	597,445	308,173	905,618
2035 - 2039	111,739	273,261	385,000
2040 - 2044	121,675	263,325	385,000
2045 - 2049	132,495	252,505	385,000
2050 - 2054	144,277	240,723	385,000
2055 - 2059	157,107	227,893	385,000
2050 - 2064	171,077	213,923	385,000
2065 - 2069	186,290	198,710	385,000
2070 - 2074	202,855	182,145	385,000
2075 - 2079	220,894	164,106	385,000
2080 - 2084	240,537	144,463	385,000
2085 - 2089	261,926	123,074	385,000
2090 - 2094	285,217	99,782	384,999
2095 - 2099	310,580	74,420	385,000
2100 - 2104	338,198	46,802	385,000
2105 - 2109	368,271	16,729	385,000
2110	6,407	9	6,416
Total	$ 5,812,597	$ 3,252,419	$ 9,065,016

	Business-Type Activities		
Year Ending June 30,	Lease	Interest	Minimum Future Rental Revenue
2025	$ 4,115,917	$ 1,163,374	$ 5,279,291
2026	4,165,906	1,105,325	5,271,231
2027	3,528,663	1,047,024	4,575,687
2028	2,182,206	997,210	3,179,416
2029	1,999,430	957,594	2,957,024
2030 - 2034	10,066,399	4,206,028	14,272,427
2035 - 2039	6,124,511	3,478,140	9,602,651
2040 - 2044	6,669,058	2,933,593	9,602,651
2045 - 2049	7,262,023	2,340,628	9,602,651
2050 - 2054	7,907,710	1,694,941	9,602,651
2055 - 2059	8,610,806	991,845	9,602,651
2050 - 2064	5,381,002	320,651	5,701,653
2065 - 2069	1,816,406	67,457	1,883,863
2070 - 2074	-	-	-
Total	$ 69,830,037	$ 21,303,810	$ 91,133,847

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NOTE 5 LEASES (CONTINUED)

B. Lease Payable and Right to Use Lease Assets

On July 1, 2021, City of Redondo Beach, California, entered into a 102-month lease as Lessee for the use of 1922 Artesia Boulevard – Community Services Dept Building – Chuka. An initial lease liability was recorded in the amount of $2,245,558. As of June 30, 2024, the value of the lease liability is $1,501,429. The City of Redondo Beach, California, is required to make monthly fixed payments of $20,798. The City is using an implicit interest rate of 0.4570% for this lease. The City has one extension option of 60 months should it choose to exercise it. The buildings estimated useful life was 102 months as of the contract commencement.

On February 1, 2024, City of Redondo Beach, CA entered into a 54 month lease as Lessee for the use of workstation equipment. An initial lease liability was recorded in the amount of $550,897. As of June 30, 2024, the value of the lease liability is $410,147. The City is required to make annual fixed payments of $140,750. The City is using an implicit interest rate of 1.5132% for this lease. The workstation equipment useful life is 54 months as of the contract commencement. The City has the option to purchase the Equipment for $385 should it choose to exercise it.

The right to use leased assets at June 30, 2024, include the following:

Lease Underlying Asset	Amount of Leased Capital Assets	Accumulated Amortization
Community Service Department Building	$ 2,245,558	$ 792,550
Workstation Equipment	550,897	57,385
	$ 2,796,455	$ 849,935

Future principal and interest requirements to maturity for the lease liabilities are as follows:

	Governmental Activities		
Year Ending June 30,	Principal Payments	Interest Payments	Total Payments
2025	$ 393,892	$ 12,528	$ 406,420
2026	401,907	9,294	411,201
2027	410,068	6,002	416,070
2028	278,010	2,651	280,661
2029	283,958	1,363	285,321
2030	143,741	192	143,933
Total	$ 1,911,576	$ 32,030	$ 1,943,606

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NOTE 6 SUBSCRIPTIONS

As of June 30, 2024, the City has 17 subscription-based information technology arrangements (SBITA) for the use of various software. The City is required to make principal and interest payments through fiscal year 2030. An initial lease liability was recorded in the amount of $1,298,779. As of June 30, 2024, the value of the subscription liability was $1,173,532. The subscriptions have interest rates ranging from 1.7103% to 3.6310%. The value of the subscription asset at June 30, 2024 is $2,101,699 with accumulated amortization of $662,306.

The subscription assets at June 30, 2024, include the following:

Asset Class	Subscription Asset Value	Accumulated Amortization
Software	$ 2,101,699	$ 662,306

Future principal and interest requirements to maturity for the subscription liability are as follows:

	Governmental Activities		
Year Ending June 30,	Principal Payments	Interest Payments	Total Payments
2025	$ 383,974	$ 31,679	$ 415,653
2026	345,408	21,357	366,765
2027	213,940	11,374	225,314
2028	151,001	5,572	156,573
2029	79,210	1,830	81,040
2030	-	-	-
Total	$ 1,173,533	$ 71,812	$ 1,245,345

NOTE 7 INTERFUND TRANSACTIONS

A. Government-Wide Financial Statements

Internal Balances

At June 30, 2024, the City had the following internal receivables and payables for covering cash shortfalls:

	Internal Balances Receivable Governmental Activities
Internal Balances Payable:	
Business-Type Activities	$ 1,292,629

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NOTE 7 INTERFUND TRANSACTIONS (CONTINUED)

A. Government-Wide Financial Statements (Continued)

Transfers

The City had the following transfers as of June 30, 2024:

	Transfers In
	Business-Type Activities
Transfers Out:	
Governmental Activities	$ 487,401

B. Fund Financial Statements

Due to/from Other Funds

The City had the following due to/from other funds as of June 30, 2024:

	Due from Other Funds			
	Government Funds		Enterprise Funds	
Due to Other Funds	General Fund	Other Governmental Funds	Harbor Tidelands	Total
Governmental Funds:				
Other Intergovernmental Grants	$ 5,868,098	$ -	$ -	$ 5,868,098
Low-Mod Income Housing	861,213	-	-	861,213
Other Governmental Funds	1,934,477	4,677,893	175,000	6,787,370
Enterprise Funds:				
Harbor Tidelands	-	544,986	-	544,986
Transit	922,643	-	-	922,643
Total	$ 9,586,431	$ 5,222,879	$ 175,000	$ 14,984,310

The $5,868,098 due to other funds in the Other Intergovernmental Grants Fund is to cover negative cash balances.

The $861,213 due to other funds in the Low-Mod Income Housing Fund is due to the General Fund for housing compliance services.

Of the $6,787,370 due to other funds in Other Governmental Funds, $4,677,893 is due to the Capital Improvement Projects fund to cover project expenditures, $109,478 is due to the General Fund for expenditures made on behalf of the Public Financing Authority, $175,000 is for Kincaids rental income passed through to the Harbor Tidelands Fund, $1,726,139 is due to the General for expenditure made on behalf of the Housing Authority, and $25,528 and $73,332 are due to the General Fund to cover negative cash balance in the Community Development Block Grant fund and Local Transportation Article 3 fund, respectively.

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NOTE 7 INTERFUND TRANSACTIONS (CONTINUED)

B. Fund Financial Statements (Continued)

Due to/from Other Funds (Continued)

The $544,986 due to other funds in the Harbor Tidelands Fund is to cover the obligations of the Public Financing Authority (PFA) including a loan payoff and any excess of the Kincaid's Restaurant rental income.

Transfers

The City had the following transfers as of June 30, 2024:

	Transfers In			
	Governmental Funds			
Transfers Out	General Fund	Other Governmental Funds	Other Enterprise Funds	Total
Governmental Funds:				
General Fund	$ -	$ 13,973,838	$ -	$ 13,973,838
Other Governmental Funds	-	811,366	2,140,580	2,951,946
Enterprise Funds:				
Harbor Uplands	1,653,179	-	-	1,653,179
Total	$ 1,653,179	$ 14,785,204	$ 2,140,580	$ 18,578,963

Of the $13,973,838 transfer from the General Fund, $13,973,833 was to fund debt service payments.

The $2,140,580 transfer from the nonmajor governmental funds to the Other Enterprise Fund for a transit subsidy.

The $1,653,179 transfer from the Harbor Tidelands Enterprise Fund to the General Fund to reimburse rental payments.

NOTE 8 CAPITAL ASSETS

The City elected to use the "Modified Approach" as defined by GASB Statement No. 34 for infrastructure reporting for its street pavement system. As a result, no accumulated depreciation or depreciation expense has been recorded for this system. A more detailed discussion of the "Modified Approach" is presented in the Required Supplementary Information section of this report. All other capital assets including other infrastructure systems were reported using the Basic Approach whereby accumulated depreciation and depreciation expense have been recorded.

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NOTE 8 CAPITAL ASSETS (CONTINUED)

At June 30, 2024, the City's capital assets consisted of the following:

	Governmental Activities	Business-Type Activities	Total
Nondepreciable Assets:			
Land	$ 18,681,425	$ 20,773,255	$ 39,454,680
Construction in Progress	24,968,092	10,903,137	35,871,229
Infrastructure - Streets	54,054,036	-	54,054,036
Total Nondepreciable Assets	97,703,553	31,676,392	129,379,945
Depreciable Assets:			
Buildings and Improvements	78,556,190	49,010,136	127,566,326
Right-to-Use Buildings	2,796,455	-	2,796,455
Right-to-Use Subscriptions	2,101,699	-	2,101,699
Furniture and Equipment	13,883,875	1,121,730	15,005,605
Automotive Equipment	21,145,210	4,077,406	25,222,616
Infrastructure	102,696,119	33,634,671	136,330,790
Total Depreciable Assets	221,179,548	87,843,943	309,023,491
Less Accumulated Depreciation for:			
Buildings and Improvements	32,298,051	23,793,297	56,091,348
Right-to-Use Buildings	849,936	-	849,936
Right-to-Use Subscriptions	662,306	-	662,306
Furniture and Equipment	10,788,260	1,002,891	11,791,151
Automotive Equipment	14,233,405	2,276,422	16,509,827
Infrastructure	64,533,787	15,067,614	79,601,401
Total Accumulated Depreciation	123,365,745	42,140,224	165,505,969
Total Depreciable Assets, Net	97,813,803	45,703,719	143,517,522
Total Capital Assets, Net	$ 195,517,356	$ 77,380,111	$ 272,897,467

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NOTE 8 CAPITAL ASSETS (CONTINUED)

The following is a summary of changes in the capital assets for governmental activities during the fiscal year:

	Balance at June 30, 2023 As Restated*	Additions	Deletions	Transfers	Balance at June 30, 2024
Nondepreciable Assets:					
Land	$ 16,522,947	$ 1,486,478	$ -	$ 672,000	$ 18,681,425
Construction in Progress	36,310,370	9,630,901	(490,789)	(20,482,390)	24,968,092
Infrastructure - Streets	54,054,036	-	-	-	54,054,036
Total Nondepreciable Assets	106,887,353	11,117,379	(490,789)	(19,810,390)	97,703,553
Depreciable Assets:					
Buildings and Improvements	58,523,343	240,060	-	19,792,787	78,556,190
Right-to-Use Buildings	2,245,558	-	-	-	2,245,558
Right-to-Use Subscriptions	1,422,465	788,039	(108,805)	-	2,101,699
Furniture and Equipment	13,730,204	174,497	(38,429)	17,603	13,883,875
Right-to-Use Furniture and Equipment	-	550,897	-	-	550,897
Automotive Equipment	19,603,617	4,653,109	(3,111,516)	-	21,145,210
Infrastructure	102,696,119	-	-	-	102,696,119
Total Depreciable Assets	198,221,306	6,406,602	(3,258,750)	19,810,390	221,179,548
Less Accumulated Depreciation for:					
Buildings and Improvements	29,849,247	2,448,804	-	-	32,298,051
Right-to-Use Buildings	528,367	264,184	-	-	792,551
Right-to-Use Subscriptions	245,987	525,124	(108,805)	-	662,306
Furniture and Equipment	10,230,226	596,463	(38,429)	-	10,788,260
Right-to-Use Furniture and Equipment	-	57,385	-	-	57,385
Automotive Equipment	15,170,169	2,174,752	(3,111,516)	-	14,233,405
Infrastructure	62,709,906	1,823,881	-	-	64,533,787
Total Accumulated Depreciation	118,733,902	7,890,593	(3,258,750)	-	123,365,745
Total Depreciable Assets, Net	79,487,404	(1,483,991)	-	19,810,390	97,813,803

*The beginning balance has been restated to reflect adjustments to construction in progress from a prior year. See Note 17 for more information.

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NOTE 8 CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs of governmental activities for the fiscal year ended June 30, 2024, as follows:

General Government:	
General Government	$ 2,547,347
Public Safety	336,407
Public Works	2,712,176
Cultural and Leisure Services	502,893
Internal Service Funds:	
Vehicle Replacement	1,189,704
Building Occupancy	19,903
Information Technology	312,854
Self-Insurance Program	5,491
Emergency Communications	233,011
Major Facilities Repair	30,807
Total Depreciation and Amortization Expense	$ 7,890,593

NOTE 8 CAPITAL ASSETS (CONTINUED)

The following is a summary of changes in the capital assets for business-type activities for the year ended June 30, 2024:

	Balance at June 30, 2023 As Restated*	Additions	Deletions	Transfers	Balance at June 30, 2024
Nondepreciable Assets:					
Land	$ 20,323,255	$ -	$ -	$ 450,000	$ 20,773,255
Construction in Progress	10,374,372	4,500,802	(114,443)	(3,857,594)	10,903,137
Total Nondepreciable Assets	30,697,627	4,500,802	(114,443)	(3,407,594)	31,676,392
Depreciable Assets:					
Buildings and Improvements	45,184,647	-	-	3,825,489	49,010,136
Furniture and Equipment	1,094,505	27,225	-	-	1,121,730
Automotive Equipment	3,698,852	644,560	(266,006)	-	4,077,406
Infrastructure	33,634,671	-	-	-	33,634,671
Total Depreciable Assets	83,612,675	671,785	(266,006)	3,825,489	87,843,943
Less Accumulated Depreciation for:					
Buildings and Improvements	22,589,621	1,203,676	-	-	23,793,297
Furniture and Equipment	989,771	13,120	-	-	1,002,891
Automotive Equipment	2,277,921	264,507	(266,006)	-	2,276,422
Infrastructure	14,611,721	455,893	-	-	15,067,614
Total Accumulated Depreciation	40,469,034	1,937,196	(266,006)	-	42,140,224
Total Depreciable Assets, Net	43,143,641	(1,265,411)	-	3,825,489	45,703,719
Business-Type Activities Capital Assets, Net	$ 73,841,268	$ 3,235,391	$ (114,443)	$ 417,895	$ 77,380,111

*The beginning balance has been restated to reflect the transfer of assets from a prior year. See Note 17 for more information.

NOTE 8 CAPITAL ASSETS (CONTINUED)

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Depreciation expense for business-type activities for the fiscal year ended June 30, 2024, was charged as follows:

Harbor Tidelands	$ 565,103
Harbor Uplands	382,990
Wastewater	728,479
Other Nonmajor Enterprise Funds	260,624
Total Depreciation and Amortization Expense	$ 1,937,196

In the governmental fund financial statements, capital assets are not presented. Consequently, capital assets are a reconciling item and are shown in the reconciliation of the governmental funds balance sheet to the government-wide statement of net position.

NOTE 9 COMPENSATED ABSENCES PAYABLE

The following is a summary of compensated absences payable transactions for the year ended June 30, 2024:

	Balance at June 30, 2023	Additions	Deletions	Balance at June 30, 2024	Amounts Due Within One Year
Governmental Activities:					
Compensated Absences Payable	$ 3,789,527	$ 3,138,414	$ (2,882,066)	$ 4,045,875	$ 1,011,469
Business-Type Activities:					
Compensated Absences Payable	548,924	350,557	(398,204)	501,277	125,319
Total	$ 4,338,451	$ 3,488,971	$ (3,280,270)	$ 4,547,152	$ 1,136,788

The long-term portion of compensated absences payable has been accrued for the governmental activities on the government-wide financial statement. Also, compensated absences are generally liquidated by the General Fund. There is no fixed payment schedule to pay these liabilities.

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NOTE 10 LONG-TERM LIABILITIES

The following is a summary of long-term liabilities transactions for the year ended June 30, 2024:

	Balance at June 30, 2023	Additions	Deletions	Balance at June 30, 2024	Amounts Due Within One Year
Governmental Activities:					
CFA 2019A Lease Revenue Refunding Bonds	$ 25,955,000	$ -	$ (605,000)	$ 25,350,000	$ 625,000
Unamortized Bond Discount	(647,448)	-	24,902	(622,546)	-
CFA Lease Revenue Bonds Series 2021A	200,523,915	-	(6,933,276)	193,590,639	6,983,716
Leases (See Note 5.B.)	1,754,910	550,897	(394,231)	1,911,576	-
Subscriptions (See Note 6)	985,983	746,539	(558,990)	1,173,532	383,975
Total Governmental Activities	$ 228,572,360	$ 1,297,436	$ (8,466,595)	$ 221,403,201	$ 7,992,691
Business-Type Activities:					
Wastewater Revenue Refunding 2014 Series A	$ 4,735,000	$ -	$ (340,000)	$ 4,395,000	$ 355,000
Unamortized Bond Premium	288,815	-	(26,255)	262,560	-
CFA Lease Revenue Bonds Series 2021A	18,126,085	-	(626,724)	17,499,361	631,284
Total Business-Type Activities	$ 23,149,900	$ -	$ (992,979)	$ 22,156,921	$ 986,284

Community Financing Authority (CFA) 2019A Lease Revenue Refunding Bonds

The Community Financing Authority issued refunding revenue bonds dated February 2019, totaling $28,015,000. The proceeds of the bonds were used to refund the various leaseback contingencies and finance the purchase of a sublease between the City and Redondo Fisherman's Cove Company. The bonds bear interest at rates between 4.00% and 5.00% and interest is payable on each May 1 and November 1, commencing November 1, 2019. The bonds are payable from base rental payments. Principal is due annually beginning on May 1, 2020, in amounts ranging from $350,000 to $1,585,000. The bonds mature on May 1, 2049. The bonds are subject to optional and mandatory early redemption provisions. As of June 30, 2024, the balance outstanding was $25,350,000, with an unamortized discount of $622,546.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2024, including interest, are as follows:

Year Ending June, 30,	Principal	Interest	Total
2025	$ 625,000	$ 1,030,038	$ 1,655,038
2026	640,000	1,010,506	1,650,506
2027	665,000	989,706	1,654,706
2028	685,000	968,094	1,653,094
2029	710,000	944,975	1,654,975
2030 - 2034	3,960,000	4,296,425	8,256,425
2035 - 2039	4,830,000	3,426,237	8,256,237
2040 - 2044	5,930,000	2,329,212	8,259,212
2045 - 2049	7,305,000	957,314	8,262,314
Total	$ 25,350,000	$ 15,952,507	$ 41,302,507

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The following is a summary of the 2019A Lease Revenue Refunding unamortized discount outstanding at June 30, 2024:

Balance at June 30, 2023	Additions	Deletions	Balance at June 30, 2024
$ (647,448)	$ -	$ 24,902	$ (622,546)

Wastewater Revenue Bonds 2014, Series A

On March 25, 2014, the City issued $7,230,000 of Wastewater Revenue Refunding Bonds for the purpose of refunding $7,230,000 of then-outstanding 2004 Wastewater Revenue Refunding Bonds. The purpose of the bonds was to finance certain improvements and related facilities that constitute part of the Wastewater Enterprise Fund. The serial bonds in the amount of $4,795,000 mature through May 1, 2029 and bear a variable interest rate ranging from 3% to 5% per annum. Term bonds in the amount of $2,435,000 mature through May 1, 2034, and bear interest at the rate of 4%. The serial bonds maturing on or after May 1, 2015, are subject to optional redemption provisions. The term bonds are subject to optional and mandatory redemption provisions. The bonds are payable solely from and secured by a pledge of and lien upon the net revenues of the Wastewater Enterprise Fund.

As of June 30, 2024, the balance outstanding was $4,395,000, with an unamortized bond premium of $262,560.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2024, including interest, are as follows:

Year Ending June, 30,	Principal	Interest	Total
2025	$ 355,000	$ 188,488	$ 543,488
2026	375,000	170,738	545,738
2027	395,000	151,988	546,988
2028	405,000	139,150	544,150
2029	430,000	118,900	548,900
2030 - 2034	2,435,000	299,600	2,734,600
Total	$ 4,395,000	$ 1,068,864	$ 5,463,864

The following is a summary of the 2014 Revenue Bond Series A unamortized premium outstanding at June 30, 2024:

Balance at June 30, 2023	Additions	Deletions	Balance at June 30, 2024
$ 288,815	$ -	$ (26,255)	$ 262,560

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NOTE 10 LONG-TERM LIABILITIES (CONTINUED)

Community Financing Authority (CFA) Lease revenue Bonds Series 2021A

In July 2021, the Redondo Beach Community Financing Authority (CFA) issued $226,180,000 Lease Revenue Bonds Series 2021A (federally taxable) to fund a portion of the City's obligation to the California Public Employees' Retirement System. The bond will be payable from base rental payment made by the City to the Authority as rental for portion of certain street located in the City. The bonds include $115,865,000 serial bonds with principal due on May 1 of each year starting in 2023 until 2026 and ranging in amount of $7,530,000 to $9,485,000. The bonds also include term bonds in the amount of $51,785,000 and 58,530,000 due May 1, 2041 and 2049 respectively. Interest payable on the bonds range from 0.415% to 3.068% payable semiannually.

Year Ending June, 30,	Principal	Interest	Total
2025	$ 7,615,000	$ 5,485,044	$ 13,100,044
2026	7,695,000	5,408,056	13,103,056
2027	7,795,000	5,306,406	13,101,406
2028	7,920,000	5,181,998	13,101,998
2029	8,060,000	5,039,754	13,099,754
2030 - 2034	42,970,000	22,540,718	65,510,718
2035 - 2039	48,870,000	16,644,262	65,514,262
2040 - 2044	49,920,000	9,039,890	58,959,890
2045 - 2049	30,245,000	2,510,238	32,755,238
Total	$ 211,090,000	$ 77,156,366	$ 288,246,366

In the event of default, there is no remedy of acceleration of any Base Rental Payments which have not come due, and no right for the Authority to terminate the Lease and re-let the Leased Property. The sole remedy provided for in the Lease is to exercise any action at law or in equity necessary or desirable to collect the amounts due under the Lease.

In addition, the City is reporting a deferred charge on refunding as a deferred outflows of resources. The following is a summary of the amortization of the deferred charge for the fiscal year ending June 30, 2024:

	Balance at June 30, 2023	Additions	Deletions	Balance at June 30, 2024
Deferred Outflows of Resources:				
Deferred Loss on Refunding	$ 282,785	$ -	$ (25,708)	$ 257,077

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NOTE 11 RISK MANAGEMENT

The City is exposed to risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters; and currently reports all of its risk management activities in its Self-Insurance Program Internal Service Fund.

The City has adopted a self-insurance workers' compensation program, which is administered by a third-party agent, AdminSure. The self-insurance coverage for each claim is limited to $750,000. Excess coverage of up to $50,000,000 for each claim is provided by the Public Risk Innovations, Solutions, and Management (PRISM), an insurance pool, in which a consortium of counties and cities has agreed to share risks and losses. As of June 30, 2024, the estimated claims payable for workers' compensation was $14,669,120, which included claims incurred but not reported (IBNR). The current year's portion of the claims was $611,066.

For general liability claims, the City is also self-insured up to $500,000 for each occurrence. The self-insurance program is administered by a third-party agent, AdminSure. Each claim in excess of the self-insured retention of up to $30,000,000 is covered by the CSAC-EIA. As of June 30, 2024, the estimated claims payable for general liability was $9,733,982, which included IBNR. The current year's portion was $592,111. Governmental activities claims and judgments are generally liquidated by the General Fund.

	Liability on June 30, 2024
General Liability	$ 9,733,982
Workers' Compensation	14,669,120
Total Claims Payable	$ 24,403,102
Due Within on Year	$ 1,203,177
Due in More than One Year	23,199,925
Total Claims Payable	$ 24,403,102

The following is a summary of the changes in the claim liability over the past two fiscal years. Changes in the reported liability resulted from the following:

Fiscal Year	Beginning Balance	Increase	Decrease	Ending Balance	Due Within One Year
2022 - 2023					
Workers' Compensation	$ 16,533,937	$ 1,331,205	$ (4,595,226)	$ 13,269,916	$ 456,300
General Liabilities	7,704,242	7,423,908	(7,476,680)	7,651,470	292,264
Total	$ 24,238,179	$ 8,755,113	$ (12,071,906)	$ 20,921,386	$ 748,564
2023 - 2024					
Workers' Compensation	$ 13,269,916	$ 1,964,702	$ (565,498)	$ 14,669,120	$ 611,066
General Liabilities	7,651,470	9,334,231	(7,251,719)	9,733,982	592,111
Total	$ 20,921,386	$ 11,298,933	$ (7,817,217)	$ 24,403,102	$ 1,203,177

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NOTE 11 RISK MANAGEMENT (CONTINUED)

Settled claims have not exceeded any of the City's coverage amounts in any of the last three fiscal years and there were no reductions in the City's coverage during the year. The estimated claims payable for workers' compensation and general liability is based on estimates provided by the third-party administrator, the City Attorney, the Risk Management staff, and the City's actuary.

NOTE 12 EMPLOYEE RETIREMENT PLANS

A. Pension Plans

Plan Description

The Plans are agent, multiple-employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). A full description of the pension plans regarding number of employees covered, benefit provisions, assumptions (for funding, but not account purposes), and membership information are listed in the June 30, 2022, Annual Actuarial Valuation Report (funding valuation). Details of the benefits provided can be obtained in Appendix B of the actuarial valuation report. The actuarial valuation report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for nonduty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

	Miscellaneous		
	Tier 1 *	Tier 2 *	Tier 3
Hire Date	Prior to May 1, 2012	On or After May 1, 2012 and Before January 1, 2013	On or After January 1, 2013
Benefit Formula	2% @ 55	2% @ 60	2% @ 62
Benefit Vesting Schedule	5 Years Service	5 Years Service	5 Years Service
Benefit Payments	Monthly for Life	Monthly for Life	Monthly for Life
Retirement Age	50-63	50-63	52-67
Monthly Benefits, as a % of Eligible Compensation	1.426% - 2.418%	1.092% - 2.418%	1.0% - 2.5%
Required Employee Contribution Rates	7.00%	7.00%	7.75%
Required Employer Contribution Rates	10.34%	10.34%	10.34%
Required Employer UAL Contribution	$ -	$ -	$ -

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

A. Pension Plans (Continued)

Benefits Provided (Continued)

	Safety		
	Tier 1 *	Tier 2 *	Tier 3
Hire Date	Prior to May 1, 2012	On or After May 1, 2012 and Before January 1, 2013	On or After January 1, 2013
Benefit Formula	Police - 3% @ 50 Fire - 3% @ 55	Police and Fire 3% @ 55	Police and Fire 2.7% @ 57
Benefit Vesting Schedule	5 Years Service	5 Years Service	5 Years Service
Benefit Payments	Monthly for Life	Monthly for Life	Monthly for Life
Retirement Age	50-55	50-55	50-57
Monthly Benefits, as a % of Eligible Compensation	2.4% - 3%	2.4% - 3%	2% - 2.7%
Required Employee Contribution Rates	9.00%	9.00%	13.00%
Required Employer Contribution Rates	23.340%	23.340%	23.340%
Required Employer UAL Contribution	$ -	$ -	$ -

As of the valuation date of June 30, 2022, the following employees were covered by the benefit terms of the Plan:

	Miscellaneous	Safety
Inactive Employees or Beneficiaries Currently Receiving Benefits	542	325
Inactive Employees Entitled to but Not Yet Receiving Benefits	433	62
Active Employees	281	143
Total	1,256	530

Contributions

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS' annual actuarial valuation process. The actuarially determined rate is based on the estimated amount necessary to finance the costs and benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

For the year ended June 30, 2024, the City made $7,326,864 of employer contributions to the pension plans ($2,347,150 miscellaneous plan and $4,979,714 safety plan).

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

A. Pension Plans (Continued)

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2022 valuation was rolled forward to determine the June 30, 2023 total pension liability based on the following actuarial methods and assumptions:

	Miscellaneous	Safety
Valuation Date	June 30, 2022	June 30, 2022
Measurement Date	June 30, 2023	June 30, 2023
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Asset Valuation Method	Market Value of Assets	Market Value of Assets
Actuarial Assumptions:		
Discount Rate	6.90%	6.90%
Inflation	2.30%	2.30%
Salary Increases (1)	3.30% to 14.20%	3.30% to 10.90%
Mortality Rate Table (2)	Derived using CalPERS membership data for all funds	
Postretirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter	

(1) Annual increases vary by category, entry age, and duration of service.

(2) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the *2021 CalPERS Experience Study and Review of Actuarial Assumptions*. Mortality rates incorporate full generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the 2021 experience study report from November 2021 that can be found on the CalPERS website at www.calpers.ca.gov.

Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 Basis points.

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

A. Pension Plans (Continued)

Long-Term Expected Rate of Return (Continued)

The expected real rates of return by asset class are as followed:

Asset Class (1)	Assumed Asset Allocation	Real Return (1, 2)
Global Equity - Cap-Weighted	30.00%	4.54%
Global Equity - Noncap-Weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-Backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%

(1) An expected price inflation of 2.30% used for this period.

(2) Figures are based on the 2021 Asset Liability Management study.

Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

A. Pension Plans (Continued)

Changes in the Net Pension Liability

The following tables show the changes in net pension liability recognized over the measurement period for the Miscellaneous and Safety Plans:

Miscellaneous Plan	Plan Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Plan Net Pension Liability (c) = (a) - (b)
Balance - June 30, 2022 - Measurement Date	$ 240,496,017	$ 232,288,394	$ 8,207,623
Changes Recognized for the Measurement Period:			
Service Cost	3,441,839	-	3,441,839
Interest on the Total Pension Liability	16,219,473	-	16,219,473
Changes of Benefit Terms (2)	339,225	-	339,225
Differences between Expected and Actual Experience	(707,830)	-	(707,830)
Net Plan to Plan Resource Movement	-	(14,324)	14,324
Contributions from the Employer	-	2,014,388	(2,014,388)
Contributions from the Employees	-	1,571,290	(1,571,290)
Net Investment Income	-	13,829,787	(13,829,787)
Benefit Payments, Including Refunds of Employee Contributions	(13,567,007)	(13,567,007)	-
Administrative Expense	-	(170,814)	170,814
Net Changes during 2022-23	5,725,700	3,663,320	2,062,380
Balance - June 30, 2023 - Measurement Date (1)	$ 246,221,717	$ 235,951,714	$ 10,270,003

Safety Plan	Plan Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Plan Net Pension Liability (c) = (a) - (b)
Balance - June 30, 2022 - Measurement Date	$ 421,286,399	$ 398,696,709	$ 22,589,690
Changes Recognized for the Measurement Period:			
Service Cost	6,407,011	-	6,407,011
Interest on the Total Pension Liability	28,719,706	-	28,719,706
Changes of Benefit Terms (2)	168,350	-	168,350
Differences between Expected and Actual Experience	4,346,921	-	4,346,921
Net Plan to Plan Resource Movement	-	14,324	(14,324)
Contributions from the Employer	-	4,682,522	(4,682,522)
Contributions from the Employees	-	2,209,903	(2,209,903)
Net Investment Income	-	23,582,718	(23,582,718)
Benefit Payments, Including Refunds of Employee Contributions	(25,555,133)	(25,555,133)	-
Administrative Expense	-	(293,183)	293,183
Net Changes during 2022-23	14,086,855	4,641,151	9,445,704
Balance - June 30, 2023 - Measurement Date (1)	$ 435,373,254	$ 403,337,860	$ 32,035,394

(1) The fiduciary net position includes receivables for employee service buybacks, deficiency reserves, fiduciary self-insurance and OPEB expense. As described in the previous section of this note, this may differ from the plan assets reported in the funding actuarial valuation report.

(2) In 2022, SB 1168 increased the standard retiree lump sum death benefit from $500 to $2,000 for any death occurring on or after July 1, 2023. The impact is included in the changes of benefit terms.

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

A. Pension Plans (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability for the Plans as of the measurement date, calculated using the discount rate of 6.90 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.90 percent) or 1 percentage-point higher (7.90 percent) than the current rate:

	Net Pension Liability (Asset)		
	Discount Rate - 1% (5.90%)	Current Discount (6.90%)	Discount Rate + 1% (7.90%)
Miscellaneous Plan	$ 40,900,979	$ 10,270,003	$ (15,131,406)
Safety Plan	86,227,678	32,035,394	(12,824,173)
Total	$ 127,128,657	$ 42,305,397	$ (27,955,579)

Pension Plan Fiduciary Net Position

The plan fiduciary net position disclosed in the GASB 68 accounting valuation report may differ from the plan assets reported in the funding actuarial valuation report due to several reasons. First, for the accounting valuations, CalPERS must keep items such as deficiency reserves, fiduciary self-insurance and OPEB expense included as assets. These amounts are excluded for rate setting purposes in the funding actuarial valuation. In addition, differences may result from early Comprehensive Annual Financial Report closing and final reconciled reserves. Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports. See CalPERS website for additional information.

For the measurement period ended June 30, 2023 (the measurement date) and for the reporting period ended June 30, 2024 (the reporting date), the City incurred a pension expense of $6,388,554 and $15,861,738 the miscellaneous and safety plans, respectively.

As of June 30, 2024, the following were the reported deferred outflows of resources and deferred inflows of resources related to all pension plans:

	Miscellaneous		Safety	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
City Pension Contribution Subsequent to Measurement Date	$ 2,347,150	$ -	$ 4,979,714	$ -
Difference Between Expected and Actual Experience	-	(1,052,782)	3,029,672	(845,753)
Change in Assumptions	1,009,614	-	4,752,553	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	12,702,364	-	22,624,028	-
Total	$ 16,059,128	$ (1,052,782)	$ 35,385,967	$ (845,753)

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

A. Pension Plans (Continued)

Pension Plan Fiduciary Net Position (Continued)

Contributions subsequent to the measurement date are reported as deferred outflows of resources and will be recognized as a reduction of the net pension liability in the year ended June 30, 2025. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Measurement Period Ended June 30,	Miscellaneous Deferred Outflows (Inflows) of Resources	Safety Deferred Outflows (Inflows) of Resources
2025	$ 2,995,291	$ 10,698,759
2026	2,100,685	6,028,656
2027	7,196,867	12,179,561
2028	366,353	653,524
Total	$ 12,659,196	$ 29,560,500

B. Other Postemployment Benefits

Plan Description and Eligibility

In addition to the pension benefits described above, the City provides certain health insurance benefits, in accordance with memorandums of understanding, to retired employees through the California Employers' Retiree Benefit Trust (CERBT) Fund, which is an agent multiple-employer plan administered by CalPERS. The City provides medical insurance for employees in accordance with agreements reached with various bargaining groups. The City shall pay the single retiree medical premium rate, for qualified retirees, for a medical insurance plan in which the retiree is enrolled from among those medical plans provided by the City. These contributions of the City for such medical premiums shall cease on the date the retiree becomes eligible to enroll in the Federal Medicare program and/or any Medicare supplemental plans. Membership of the plan consisted of the following at June 30, 2023 (the measurement date).

	Number of Employees
Active Employees	400
Inactives Currently Receiving Benefits	184
Inactives Entitled to But Not Yet Receiving Benefits	330
Total	914

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

B. Other Postemployment Benefits (Continued)

Contributions

The required contribution of the City is based on a percentage of PERSable payroll. For the fiscal year ended June 30, 2024 the City's contributions were $1,970,280 ($1,560,280 of premiums and a $410,000 implicit subsidy).

Actuarial Methods and Assumptions Used to Determine Net OPEB Liability

The City's net OPEB Liability was measured as of June 30, 2023 and the total OPEB liability used to calculate the net OPEB liability was determined based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2023
Contribution Policy	City contributes full actuarially determined contribution as a percentage of covered payroll
Discount Rate and Long-Term Expected Rate of Return on Assets	6.25% at June 30, 2023 6.25% at June 30, 2022 Expected City contributions projected to keep sufficient plan assets to pay all benefits from trust
General Inflation	2.5%
Mortality, Retirement, Disability, Termination	CalPERS 2000-2019 Experience Study
Mortality Improvement	Mortality projected fully generational with Scale MP-2021
Salary Increases	Aggregate – 2.75% annually Merit – CalPERS 2000-2019 Experience Study
Medical Trend	Non-Medicare – 8.5% for 2025, decreasing to an ultimate rate of 3.45% in 2076 Medicare – N/A
PEMHCA Minimum Increases	3.5% annually
Medical Participation for Additional Benefit	Currently covered – 100%, 90%, 60%, 50% for employees receiving 100%, 75%, 50%, 25% City paid premium respectively Not currently covered – 90% of above rates
PEMHCA Medical Participation	Currently covered – 10% for 2021, increasing to ultimate rate of 50% in 2033 Not currently covered – 90% of above rates
Life Insurances Participation	Future retirees: 10%
Change of Assumptions	Update to medical trend assumptions
Changes of Benefit Items	None

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

B. Other Postemployment Benefits (Continued)

Long-Term Expected Rate of Return

The expected real rates of return by asset class are as followed:

Asset Class Component	Target Allocation CERBT - Strategy 1	Expected Real Rate of Return
Global Equity	49%	4.56%
Fixed Income	23%	1.56%
TIPS	5%	-0.08%
Commodities	3%	1.22%
REITs	20%	4.06%
(1) Assumed Long-Term Rate of Inflation		2.50%
(2) Expected Long-Term Net Rate of Return, Rounded to the Nearest Quarter Percent		6.25%

The long-term expected real rates of return are presented as geometric means.

Discount Rate

The discount rate used to measure the total OPEB liability was 6.25 percent. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

B. Other Postemployment Benefits (Continued)

Changes in the OPEB Liability

	Total OPEB Liability (a)	Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2023 (Measurement Date June 30, 2022)	$ 22,122,970	$ 9,133,983	$ 12,988,987
Changes Recognized for the Measurement Period:			
Service Cost	752,978	-	752,978
Interest	1,382,435	-	1,382,435
Benefit Changes	-	-	-
Actual Versus Expected Experience	545,675	-	545,675
Assumption Changes	575,958	-	575,958
Contributions - Employer	-	1,822,393	(1,822,393)
Net Investment Income	-	765,828	(765,828)
Benefit Payments	(1,513,984)	(1,513,984)	-
Administrative Expense	-	(9,436)	9,436
Net Changes	1,743,062	1,064,801	678,261
Balance at June 30, 2024 (Measurement Date June 30, 2023)	$ 23,866,032	$ 10,198,784	$ 13,667,248

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the City if it were calculated using discount rate that is one percentage point lower or one percentage point higher than the current rate for the measurement period ended June 30, 2023.

	1% Decrease (5.25%)	Current Discount Rate (6.25%)	1% Increase (7.25%)
Net OPEB Liability	$ 15,823,845	$ 13,667,248	$ 11,777,238

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability of the City if it were calculated using health care cost-trend rates that are one percentage point lower or one percentage point higher than the current rate for the measurement period ended June 30, 2023.

	1% Decrease	Current Healthcare Cost Trend Rates	1% Increase
Net OPEB Liability	$ 11,000,220	$ 13,667,248	$ 17,210,599

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NOTE 12 EMPLOYEE RETIREMENT PLANS (CONTINUED)

B. Other Postemployment Benefits (Continued)

OPEB Plan Fiduciary Net Position

CalPERS issues a publicly available financial report that includes financial statements and required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95814.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2024, the City recognized OPEB expense of $1,073,630. As of fiscal year ended June 30, 2024 (June 30, 2023 measurement date), the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB Contributions Subsequent to Measurement Date	$ 1,970,280	$ -
Differences Between Expected and Actual Experience	481,478	(2,931,496)
Changes of Assumptions	1,363,594	(724,001)
Net Difference Between Projected and Actual Earnings on OPEB Plan Investments	577,209	-
Total	$ 4,392,561	$ (3,655,497)

The $1,970,280, reported as deferred outflows of resources related to contributions subsequent to measurement date will be recognized as a reduction to net OPEB liability in the year ended June 30, 20245. Other amounts reported as deferred inflows of resources related to OPEB will be recognized as expense as follows:

Year Ended June 30,	Deferred Outflow (Inflows) of Resources
2025	$ (436,912)
2026	(419,782)
2027	(33,988)
2028	(325,119)
2029	(237,726)
Thereafter	220,311
Total	$ (1,233,216)

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NOTE 13 COMMITMENTS AND CONTINGENCIES

A. Lawsuits

The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, it is the opinion of the City's legal counsel that resolution of these matters will not have a material adverse effect on the financial condition of the City.

B. Federal and State Grant Programs

The City participates in Federal and State grant programs. These programs are subject to audit. No cost disallowance is expected as a result of any audits. Expenditures which may be disallowed, if any, by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

C. Commitments

The following material construction commitments existed at June 30, 2024:

Project Name	Contract Amount	Expenditures to Date as of June 30, 2024	Remaining Commitments
Portofino Way Sewer Pump Station	$ 7,526,868	$ 2,497,100	$ 5,029,768
Manhattan Beach Blvd Resurfacing Project	3,968,958	1,341,394	2,627,564
Seaside Lagoon Revitalization	3,112,534	564,877	2,547,657
Bicycle Transportation Plan	2,352,630	-	2,352,630
International Boardwalk Repair	1,249,100	-	1,249,100
Fire Pump Communication Equipment	1,143,254	-	1,143,254
Dominguez Park Playground	1,519,619	707,561	812,058

NOTE 14 POLLUTION REMEDIATION OBLIGATIONS

The Department of Toxic Substances Control (DTSC) filed a regulatory Notice of Violation against the City regarding the Redondo Beach Police Department's gun range concerning issues with contamination from lead bullet fragments. Cleanup, fines, assessments, and settlements incurred by the City for this DTSC action were approximately $282,000. This liability has been accrued in the General Fund, and the City does not anticipate any recoveries reducing the liability, nor any further liability from this DTSC investigation as the DTSC has closed the matter.

Neighboring property owners adjacent to the gun range also filed civil claims for bodily injury and property damage due to alleged lead exposure. This matter is currently in mediation and in preparation for arbitration. Defense costs are being covered by several of the City's historical insurance policies and the related insurance carriers defending under a reservation of rights.

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NOTE 14 POLLUTION REMEDIATION OBLIGATIONS (CONTINUED)

Cleanup and settlements currently are estimated to be $150,000, using assumptions based on similar cleanup and settlements previously paid in the DTSC matter. Plaintiffs' demands are significantly higher. The pollution remediation obligation is an estimate and is subject to revision because of price increases or reductions, changes in technology, changes in evidence, or changes in applicable laws or regulations. Similarly, bodily injury claims are estimated based on current evidence (or lack thereof) presented by the various plaintiffs and are subject to revision if additional admissible evidence is presented during preparation for arbitration.

NOTE 15 SUCCESSOR AGENCY

Dissolution of California Redevelopment Agencies

On December 29, 2011, the California Supreme Court upheld Assembly Bill X1 26 (Bill) that provides for the dissolution of all redevelopment agencies in the State of California. Most cities in California had established a redevelopment agency that was included in the reporting entity of the City as a blended component unit (since the City Council, in many cases, also served as the governing board for those agencies).

The Bill provides that upon dissolution of a redevelopment agency, either the City or another unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. If the City declines to accept the role of successor agency, other local agencies may elect to perform this role. If no local agency accepts the role of successor agency, the Governor is empowered by the Bill to establish a local "designated local authority" to perform this role. On January 10, 2012 the City Council met and created a Successor Agency in accordance with the Bill as part of the City's resolution number 12-01.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

A. Long-Term Debt

In future fiscal years, successor agencies will only be allocated tax revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full.

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NOTE 15 SUCCESSOR AGENCY (CONTINUED)

Dissolution of California Redevelopment Agencies (Continued)

A. Long-Term Debt (Continued)

The Bill directs the State Controller of the State of California to review the propriety of any transfers of assets between redevelopment agencies and other public bodies that occurred after January 1, 2011. If the public body that received such transfers is not contractually committed to a third party for the expenditure or encumbrance of those assets, the State Controller is required to order the available assets to be transferred to the public body designated as the successor agency by the Bill.

In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on December 29, 2011) all redevelopment agencies in the State of California were dissolved and ceased to operate as a legal entity as of February 1, 2012. Prior to that date, the final seven months of the activity of the redevelopment agency is reported in the governmental funds of the City. After the date of dissolution, activities of the dissolved redevelopment agency are reported in a fiduciary trust fund (private purpose trust fund) in the fiduciary statements of the City.

In accordance with the provisions of Assembly Bill X1 26 (Bill) and the California Supreme Court's decision to uphold the Bill, the obligations of the former redevelopment agency became vested with the funds established for the successor agency upon the date of dissolution, February 1, 2012. Former tax increment revenues pledged to fund the debts of the former redevelopment agency will be distributed to the Successor Agency subject to the reapportionment of such revenues as provided by the Bill.

The debt of the Successor Agency as of June 30, 2024 is as follows:

	Balance at June 30, 2023	Additions	Deletions	Balance at June 30, 2024	Amounts Due Within One Year
Successor Agency:					
County Deferral Loan - 1983 Tax Increment	$ 4,683,632	$ -	$ 867,944	$ 3,815,688	$ 430,832
County Deferral Loan - 1984 Tax Increment	5,602,499	-	509,162	5,093,337	714,443
City Loan - South Bay Center	2,715,000	-	595,000	2,120,000	645,000
Total	$ 13,001,131	$ -	$ 1,972,106	$ 11,029,025	$ 1,790,275

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NOTE 15 SUCCESSOR AGENCY (CONTINUED)

Dissolution of California Redevelopment Agencies (Continued)

A. Long-Term Debt (Continued)

1983 Tax Increment Deferral – On November 15, 1983, the Agency and the County of Los Angeles (County) entered into an agreement for reimbursement of tax increment funds. It was recognized that the South Bay Center Project Area needed to utilize a substantial portion of the annual tax increment in the early years to finance its redevelopment activities. Therefore, the County taxing entities agreed to defer receipt of tax increment reimbursement from the Agency. This deferral is debt of the Agency to be repaid only from the Agency's share of future pledged tax increment. There is no fixed payment schedule to repay this loan and the loan is noninterest bearing. The balance outstanding at June 30, 2024, was $3,815,688.

1984 Tax Increment Deferral – On February 14, 1984, the Agency and the County entered into an agreement for reimbursement of tax increment funds. It was recognized that the Aviation High School Project Area needed to utilize a substantial portion of the annual tax increment in the early years to finance its redevelopment activities. Therefore, the County taxing entities agreed to defer receipt of tax increment reimbursement from the Agency. This deferral is debt of the Agency to be repaid only from the Agency's share of future pledged tax increment. There is no fixed payment schedule to repay this loan and the loan is noninterest bearing. The balance outstanding at June 30, 2024, was $5,093,337.

South Bay Center City Loan – On July 1, 1996, the Public Financing Authority advanced $8,660,000 to the former Redevelopment Agency for improvements within the South Bay Center Redevelopment Project Area. This advance was made through the Authority's purchase of the Agency's 1996 tax allocation bonds and bears interest at 8.95% per annum. As of June 30, 2024, the balance outstanding was $2,120,000.

B. Advances from City

During the 2014-2015 fiscal year, the Successor Agency Oversight Board adopted resolutions approving the repayment of loans from the Low and Moderate Income Housing fund of the former Redevelopment Agency for legally required payments to the Supplemental Educational Revenue Augmentation Fund (SERAF) for Fiscal Years 2009-2010 and 2010-2011. As of June 30, 2024, the outstanding balance was $535,731.

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NOTE 16 RISKS AND UNCERTAINTIES

A. Grants

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

B. Successor Agency

Deductions (expenses) incurred by the Successor Agency for the year ended June 30, 2023 (and subsequent years in which the Successor Agency is in operation) are subject to review by various State agencies and the County in which the Successor Agency resides. If any expenses incurred by the Successor Agency are disallowed by the State agencies or County, the City, acting as the Successor Agency could be liable for the repayment of the disallowed costs from either its own funds or by the State withholding remittances normally paid to the City. The amount, if any, of expenses that may be disallowed by the State agencies or County cannot be determined at this time, although the Successor Agency expects such amounts, if any, to be immaterial.

NOTE 17 RESTATEMENT

Net Position and Fund Balances as of July 1, 2023 were restated as follows:

	Governmental Activities	Business-Type Activities	Harbor Tidelands Enterprise Fund	Harbor Uplands Enterprise Fund	Wastewater Enterprise Fund	General Fund	Other Intergovernmental Grants
Net Position/Fund Balance - Beginning of Year, as Previously Reported, July 1, 2023	$ 54,191,573	$ 82,449,722	$ 24,411,236	$ 23,056,218	$ 33,700,013	$ 33,188,418	$ (6,053,354)
Increase(Decrease) in Net Position/Fund Balance for Correction of an Error:							
Capitalized Habor Dreading Expenditures	-	(490,188)	(490,188)				
Construction in Progress Reported In Incorrect Opinion Unit	(575,200)	575,200			575,200		
Modified Approach for Infrastucture Reporting	(5,428,943)						
Reimbursement of old grant expenditures						251,307	(251,307)
Write-off of uncollectible developer receivable - Marine Ave.	(1,246,492)					(1,246,492)	
Proper accounting treatment for 3rd party managed leases							
Net Position/Fund Balance - Beginning of Year, as As Restated, July 1, 2023	$ 46,940,938	$ 82,534,734	$ 23,921,048	$ 23,056,218	$ 34,275,213	$ 32,193,233	$ (6,304,661)

A. Correction of an Error in Previously Issued Financial Statements

During fiscal year 2024, the City determined that certain harbor dreading expenditures incurred as maintenance to restore navigation depth rather than improvement or enhancements were erroneously capitalized in prior periods. Therefore, the business-type activities and Harbor Tidelands Enterprise Fund's capital assets were overstated by approximately $490,000 for the fiscal year ended June 30, 2023 and is presented as a correction of an error in the Habor Tidelands Statement of Revenues, Expenses and Changes in Net Position and in the Statement of Activities

Preliminary Draft

NOTE 17 RESTATEMENT (CONTINUED)

During the fiscal year ended June 30, 2024, the City identified a classification error in the financial statement presentation of capital improvement expenditures. Although $575,200 in expenditures were properly expensed in the correct fund, they were erroneously reported under the wrong opinion unit in the financial statements. As a result, Business-Type Activities and the Wastewater Enterprise Fund were understated, while Governmental Activities were overstated by the same amount as of June 30, 2023.

During the fiscal year ended June 30, 2024, the City of Redondo Beach conducted a comprehensive review of its capital asset reporting under the modified approach for infrastructure assets, specifically its Streets Pavement System. As part of this review, the City identified several infrastructure projects previously capitalized as construction in progress (CIP) that were determined to be preservation and maintenance activities under the criteria of the modified approach. In accordance with GASB Statement No. 34, infrastructure assets reported under the modified approach are not depreciated, and expenditures that preserve or maintain these assets should be expensed in the period incurred rather than capitalized. As a result, a prior period adjustment was recorded to remove capitalized costs from beginning balances of governmental activities. The cumulative effect of this adjustment resulted in a decrease to beginning net position of governmental activities as of July 1, 2023 by approximately $5.4 million. The adjustment did not impact total fund balances but corrected the classification of infrastructure-related expenditures to align with the City's modified approach policy.

The City recorded a prior period adjustment to correct the classification of certain grant expenditures. The City conducted a comprehensive review of their other intergovernmental grants fund during the fiscal year ended 2024. The City identified approximately $251,000 in historical expenditures that had been recorded in the Grants fund but were not submitted for reimbursement during the active grant periods. As the associated grants have been closed out and no further reimbursement is expected, the City has reclassified these expenditures to the General Fund to reflect their proper financial reporting. The reclassification did not affect the total governmental fund balances but corrected the presentation of expenditures between the Grants Fund and General Fund.

During the fiscal year ended June 30, 2024, the City of Redondo Beach reviewed the financial activity associated with the Marine Avenue Hotel project, including the developer-funded reserve account held at Western Alliance Bank. As part of this review, the City identified a receivable balance of approximately $1.25 million recorded in prior years as a developer receivable. Upon further evaluation, it was determined that the developer drawdowns from the reserve account are unlikely to be repaid, and no formal repayment obligation exists under the terms of the agreement. Accordingly, the City recorded a prior period adjustment to eliminate the receivable and restate the beginning fund balance of the affected governmental fund. This adjustment reflects the City's reassessment of the nature of the arrangement, which is now considered a non-recoverable guarantee payment rather than a reimbursable advance. The adjustment did not impact current year revenues or expenditures, but corrected the presentation of assets and fund balances to more accurately reflect the City's financial position

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NOTE 17 RESTATEMENT (CONTINUED)

During fiscal year 2024, the City conducted a comprehensive review of its lease management practices related to the Concord lease arrangement. This review revealed that certain transactions, including cash deposits, receivable balances and tenant deposits that had not been properly recorded in prior periods.

Specifically, the City had not:

- Recognized a deposit receivable and deposit liability associated with Concord lease cash deposits.
- Reflected expenditures incurred by the third-party on behalf of the City and its financial records, resulting in an understatement of both expenditures and liabilities.

As a result, the City recorded a prior period adjustment to correct beginning fund balances and properly reflect the financial position of both the Tidelands and Uplands Enterprise funds. These corrections ensure compliance with applicable lease accounting standards and improve the accuracy of the City's financial reporting.

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REQUIRED SUPPLEMENTARY INFORMATION

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NOTE 1 BUDGETARY INFORMATION

Through the budget, the City Council sets the direction of the City, allocates its resources and establishes its priorities. The Annual Budget assures the efficient and effective uses of the City's economic resources, as well as establishing that the highest priority objectives are accomplished.

The Annual Budget serves from July 1 to June 30, and is a vehicle that openly communicates these priorities to the community, businesses, vendors, employees and other public agencies. Additionally, it establishes the foundation of effective financial planning by providing resource planning performance measures and controls that permit the evaluation and adjustment of the City's performance.

The City follows these procedures in establishing the budgetary data reflected in the basic financial statements:

1. The City Council approves each year's budget submitted by the City Manager prior to the beginning of the new fiscal year.
2. The City Council's policy is to adopt an annual line-item budget for the general, special revenue, debt service, and capital projects funds.
3. Public hearings are conducted prior to its adoption by the Council.
4. Supplemental appropriations, when required during the period, are also approved by the Council. Intradepartmental budget changes are approved by the City Manager.
5. Expenditures may not exceed appropriations at the departmental level, which is the legal level of control.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the general, special revenue, debt service, and capital projects funds. Unexpended and unencumbered appropriations of these governmental funds automatically lapse at the end of the fiscal year. Encumbrances outstanding at year-end are reported with restricted, committed, assigned, and/or unassigned fund balances. They do not constitute expenditures or estimated liabilities. Budgets were legally adopted for all governmental funds with the exception of the Parking Authority Debt Service Fund, the Pier Parking Structure Rehabilitation Capital Projects Fund, and Major Facilities Reconstruction Capital Projects Fund.

The following are the budget comparison schedules for General Fund, Other Intergovernmental Grants Special Revenue Fund and Low-Mod Income Housing Special Revenue Fund.

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NOTE 1 BUDGETARY INFORMATION (CONTINUED)

For the fiscal year ended June 30, 2024, the following departments have excess expenditures over appropriations:

	Expenditures	Appropriations	Excess on Expenditure Over Appropriations
General Fund:			
Police	$ 43,713,755	$ 42,922,143	$ 791,612
Financial Services	5,049,343	3,108,313	1,941,030
Low-Mod Income Housing:			
Cultural and Leisure Services	279,000	-	279,000
Gas Tax:			
Public Works	1,462,195	1,437,396	24,799
Street Landscaping and Lighting District			
Public Works	2,548,429	2,527,908	20,521
Housing Authority:			
Housing and Community Development	9,015,825	7,702,744	1,313,081
Capital Improvement Projects			
Public Works	149,654	145,556	4,098
Open Space Acquisition			
General Government	3,937	-	3,937
Public Financing Authority			
Housing and Community Development	295,562	273,975	21,587

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CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year, As Restated	$ 32,193,233	$ 32,193,233	$ 32,193,233	$ -
Resources (Inflows):				
Taxes	76,464,074	77,079,429	80,645,193	3,565,764
Interdepartmental	8,747,688	13,809,642	13,821,750	12,108
Licenses and Permits	2,372,809	2,412,453	2,386,229	(26,224)
Intergovernmental	160,000	160,000	186,830	26,830
Charges for Services	9,362,827	8,705,866	10,078,596	1,372,730
Use of Money and Property	3,155,630	3,243,743	5,265,301	2,021,558
Fines and Forfeitures	1,446,200	1,312,392	1,230,559	(81,833)
Miscellaneous	3,141,822	3,033,578	3,189,908	156,330
Transfers In	-	1,770,345	1,653,179	(117,166)
Subscription Financing	-	-	619,252	619,252
Amounts Available for Appropriations	137,044,283	143,720,681	151,270,030	7,549,349
Charges to Appropriation (Outflow):				
General Government:				
Mayor and City Council	820,932	853,179	729,054	124,125
City Clerk	1,468,677	1,507,462	1,078,182	429,280
City Treasurer	385,677	413,782	320,400	93,382
City Attorney	4,509,030	4,388,105	3,962,674	425,431
City Manager	1,187,739	1,225,122	1,097,458	127,664
Human Resources	4,330,307	3,616,791	2,255,398	1,361,393
Financial Services	3,215,849	3,108,313	5,049,343	(1,941,030)
Public Safety:				
Police	45,680,915	42,922,143	43,713,755	(791,612)
Fire	19,787,553	19,416,662	18,897,115	519,547
Housing and Community Development:				
Community Development	3,852,048	3,713,844	3,174,082	539,762
Waterfront and Economic Development	329,109	295,089	279,379	15,710
Cultural and Leisure Services:				
Community Services	7,593,004	7,862,393	7,630,688	231,705
Library	4,676,050	4,493,998	4,388,799	105,199
Public Works	9,085,823	8,489,532	7,608,906	880,626
Capital Outlay	1,147,000	4,465,330	235,704	4,229,626
Debt Service:				
Principal Retirement	773,014	-	593,041	(593,041)
Interest and Fiscal Charges	-	-	15,322	(15,322)
Transfers Out	-	14,857,972	13,973,838	884,134
Total Charges to Appropriations	108,842,727	121,629,717	115,003,138	6,626,579
Budgetary Fund Balance - End of Year	$ 28,201,556	$ 22,090,964	$ 36,266,892	$ 14,175,928

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
OTHER INTERGOVERNMENTAL GRANTS
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year, As Restated	$ (6,304,661)	$ (6,304,661)	$ (6,304,661)	$ -
Resources (Inflows):				
Intergovernmental	12,823,248	15,953,758	10,292,835	(5,660,923)
Amounts Available for Appropriations	6,518,587	9,649,097	3,988,174	(5,660,923)
Charges to Appropriation (Outflow):				
General Government	40,588	1,547,701	754,748	792,953
Public Safety	278,380	913,650	391,521	522,129
Public Works	78,410	358,346	330,126	28,220
Capital Outlay	11,506,458	39,319,695	9,177,283	30,142,412
Debt Service:				
Principal Retirement	-	-	58,989	(58,989)
Interest and Fiscal Charges	-	-	8,754	(8,754)
Total Charges to Appropriations	11,903,836	42,139,392	10,721,421	31,417,971
Budgetary Fund Balance - End of Year	$ (5,385,249)	$ (32,490,295)	$ (6,733,247)	$ (37,078,894)

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
LOW-MOD INCOME HOUSING
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 3,497,714	$ 3,497,714	$ 3,497,714	$ -
Resources (Inflows):				
Use of Money and Property	-	-	54,897	54,897
Charges to Appropriation (Outflow):				
Housing and Community Development	150,000	261,826	40,159	221,667
Cultural and Leisure Services	-	-	279,000	(279,000)
Total Charges to Appropriations	150,000	261,826	319,159	(57,333)
Budgetary Fund Balance - End of Year	$ 3,347,714	$ 3,235,888	$ 3,233,452	$ 112,230

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
MISCELLANEOUS PLAN – AGENT MULTIPLE-EMPLOYER PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS

Fiscal Year	2024	2023	2022	2021	2020
Total Pension Liability:					
Service Cost	$ 3,441,839	$ 3,349,243	$ 3,267,559	$ 3,426,450	$ 3,397,192
Interest	16,219,473	15,836,385	15,785,975	15,398,568	14,990,021
Difference Between Expected and Actual Experience	(707,830)	(3,768,503)	(1,273,036)	(1,088,566)	4,185,447
Changes of Benefit Terms	339,225	-	-	-	-
Changes of Assumptions	-	6,057,682	-	-	-
Benefit Payments, Including Refunds of Employee Contributions	(13,567,007)	(13,055,631)	(12,251,572)	(11,856,917)	(11,341,781)
Net Change in Total Pension Liability	5,725,700	8,419,176	5,528,926	5,879,535	11,230,879
Total Pension Liability - Beginning	240,496,017	232,076,841	226,547,915	220,668,380	209,437,501
Total Pension Liability - Ending (a)	246,221,717	240,496,017	232,076,841	226,547,915	220,668,380
Plan Fiduciary Net Position:					
Contributions - Employer	2,014,388	70,759,414	6,313,617	5,895,816	5,141,337
Contributions - Employee	1,571,290	1,393,334	1,370,930	1,487,258	1,461,551
Plan to Plan Resource Movement	(14,324)	-	-	-	-
Net Investment Income	13,829,787	(18,874,022)	36,083,015	7,811,724	9,905,031
Benefit Payments, Including Refunds of Employee Contributions	(13,567,007)	(13,055,631)	(12,251,572)	(11,856,917)	(11,341,781)
Administrative Expense	(170,814)	(119,720)	(160,659)	(222,338)	(108,939)
Other Miscellaneous Income (Expense)	-	-	-	-	355
Net Change in Fiduciary Net Position	3,663,320	40,103,375	31,355,331	3,115,543	5,057,554
Plan Fiduciary Net Position - Beginning	232,288,394	192,185,019	160,829,688	157,714,145	152,656,591
Plan Fiduciary Net Position - Ending (b)	235,951,714	232,288,394	192,185,019	160,829,688	157,714,145
Plan Net Pension Liability (Assets) - Ending (a) - (b)	$ 10,270,003	$ 8,207,623	$ 39,891,822	$ 65,718,227	$ 62,954,235
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	95.83%	96.59%	82.81%	70.99%	71.47%
Covered Payroll	$ 20,726,906	$ 18,792,136	$ 19,503,029	$ 20,914,206	$ 21,343,149
Plan Net Pension Liability (Asset) as a Percentage of Covered Payroll	49.55%	43.68%	204.54%	314.23%	294.96%

Notes to Schedule:

Benefit Changes:
The figures above generally include any liability impact that may have resulted from voluntary benefit changes that occurred on or before the Measurement Date. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the Valuation Date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

In 2022, SB 1168 increased the standard retiree lump sum death benefit from $500 to $2,000 for any death occurring on or after July 1, 2023. The impact, if any, is included in the changes of benefit terms.

Changes of Assumptions:
There were no assumption changes for measurement date 2023. Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurement dates 2017 through 2021, 7.65% for measurement dates 2015 through 2016, and 7.50% for measurement date 2014.

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS (CONTINUED)
MISCELLANEOUS PLAN – AGENT MULTIPLE-EMPLOYER PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS

Fiscal Year	2019	2018	2017	2016	2015
Total Pension Liability:					
Service Cost	$ 3,370,814	$ 3,296,064	$ 2,658,781	$ 2,537,587	$ 2,874,216
Interest	14,225,068	13,844,417	13,391,115	12,947,817	12,419,054
Difference Between Expected and Actual Experience	(291,950)	808,043	(717,631)	(58,913)	-
Changes of Benefit Terms	-	-	-	-	-
Changes of Assumptions	(1,050,285)	11,132,579	-	(3,072,251)	-
Benefit Payments, Including Refunds of Employee Contributions	(10,849,928)	(10,173,782)	(9,282,593)	(8,784,656)	(7,872,679)
Net Change in Total Pension Liability	5,403,719	18,907,321	6,049,672	3,569,584	7,420,591
Total Pension Liability - Beginning	204,033,782	185,126,461	179,076,789	175,507,205	168,086,614
Total Pension Liability - Ending (a)	209,437,501	204,033,782	185,126,461	179,076,789	175,507,205
Plan Fiduciary Net Position:					
Contributions - Employer	4,408,505	4,018,170	3,517,596	2,783,258	2,678,754
Contributions - Employee	1,456,828	1,404,270	1,361,650	1,282,878	1,301,991
Plan to Plan Resource Movement	(355)	-	(2,463)	2,745	-
Net Investment Income	12,226,183	14,967,632	777,656	3,161,165	21,314,935
Benefit Payments, Including Refunds of Employee Contributions	(10,849,928)	(10,173,782)	(9,282,593)	(8,784,656)	(7,872,679)
Administrative Expense	(227,625)	(200,883)	(85,184)	(158,175)	-
Other Miscellaneous Income (Expense)	(432,265)	-	-	-	-
Net Change in Fiduciary Net Position	6,581,343	10,015,407	(3,713,338)	(1,712,785)	17,423,001
Plan Fiduciary Net Position - Beginning	146,075,248	136,059,841	139,773,179	141,485,964	124,062,963
Plan Fiduciary Net Position - Ending (b)	152,656,591	146,075,248	136,059,841	139,773,179	141,485,964
Plan Net Pension Liability (Assets) - Ending (a) - (b)	$ 56,780,910	$ 57,958,534	$ 49,066,620	$ 39,303,610	$ 34,021,241
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	72.89%	71.59%	73.50%	78.05%	80.62%
Covered Payroll	$ 20,156,748	$ 19,613,902	$ 19,222,807	$ 17,124,613	$ 17,538,911
Plan Net Pension Liability (Asset) as a Percentage of Covered Payroll	281.70%	295.50%	255.25%	229.52%	193.98%

Notes to Schedule:

Benefit Changes:
The figures above generally include any liability impact that may have resulted from voluntary benefit changes that occurred on or before the Measurement Date. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the Valuation Date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

In 2022, SB 1168 increased the standard retiree lump sum death benefit from $500 to $2,000 for any death occurring on or after July 1, 2023. The impact, if any, is included in the changes of benefit terms.

Changes of Assumptions:
There were no assumption changes for measurement date 2023. Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurement dates 2017 through 2021, 7.65% for measurement dates 2015 through 2016, and 7.50% for measurement date 2014.

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF PLAN CONTRIBUTIONS
MISCELLANEOUS PLAN – AGENT MULTIPLE-EMPLOYER PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS

Fiscal Year	2024	2023	2022	2021	2020
Actuarially Determined Contribution	$ 2,347,150	$ 1,995,492	$ 6,865,116	$ 6,314,575	$ 5,895,512
Contribution in Relation to the Actuarially Determined Contributions	(2,347,150)	(1,995,492)	(70,759,414)	(6,314,575)	(5,895,512)
Contribution Deficiency (Excess)	$ -	$ -	$ (63,894,298)	$ -	$ -
Covered Payroll	$ 21,519,482	$ 20,726,906	$ 18,792,136	$ 19,503,029	$ 20,914,206
Contributions as a Percentage of Covered Payroll	10.91%	9.63%	376.54%	32.38%	28.19%

Notes to Schedule - 2024:

Valuation Date: June 30, 2021

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal Cost Method
Amortization Method	Level percentage of payroll, closed
Assets Valuation Method	Fair Value of Assets
Discount Rate	6.90% (net of investments and administrative expenses, includes inflation)
Projected Salary Increases	Varies by Entry Age and Service
Inflation	2.50%
Payroll Growth	2.75%

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF PLAN CONTRIBUTIONS (CONTINUED)
MISCELLANEOUS PLAN – AGENT MULTIPLE-EMPLOYER PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS

Fiscal Year	2019	2018	2017	2016	2015
Actuarially Determined Contribution	$ 5,140,690	$ 4,399,141	$ 4,018,056	$ 3,517,053	$ 2,783,258
Contribution in Relation to the Actuarially Determined Contributions	(5,140,690)	(4,399,141)	(4,018,056)	(3,517,053)	(2,783,258)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 21,343,149	$ 20,156,748	$ 19,613,902	$ 19,222,807	$ 17,124,613
Contributions as a Percentage of Covered Payroll	24.09%	21.82%	20.49%	18.30%	16.25%

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
SAFETY PLAN – AGENT MULTIPLE-EMPLOYER PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS

Fiscal Year	2024	2023	2022	2021	2020
Total Pension Liability:					
Service Cost	$ 6,407,011	$ 6,249,142	$ 5,458,828	$ 5,883,763	$ 5,753,947
Interest	28,719,706	27,763,771	27,413,478	26,796,647	25,990,861
Difference Between Expected and Actual Experience	4,346,921	(1,796,249)	(1,214,915)	968,299	9,616,039
Changes of Benefit Terms	168,350	-	-	-	-
Changes of Assumptions	-	11,089,291	-	-	-
Benefit Payments, Including Refunds of Employee Contributions	(25,555,133)	(23,950,891)	(23,233,659)	(22,018,409)	(20,998,140)
Net Change in Total Pension Liability	14,086,855	19,355,064	8,423,732	11,630,300	20,362,707
Total Pension Liability - Beginning	421,286,399	401,931,335	393,507,603	381,877,303	361,514,596
Total Pension Liability - Ending (a)	435,373,254	421,286,399	401,931,335	393,507,603	381,877,303
Plan Fiduciary Net Position:					
Contributions - Employer	4,682,522	155,865,005	12,912,307	11,860,288	10,499,397
Contributions - Employee	2,209,903	1,976,975	1,789,951	1,816,584	1,753,382
Plan to Plan Resource Movement	14,324	-	-	-	-
Net Investment Income	23,582,718	(32,498,996)	56,472,719	12,249,408	15,582,752
Benefit Payments, Including Refunds of Employee Contributions	(25,555,133)	(23,950,891)	(23,233,659)	(22,018,409)	(20,998,140)
Administrative Expense	(293,183)	(185,318)	(249,533)	(347,134)	(170,963)
Other Miscellaneous Income (Expense)	-	-	-	-	559
Net Change in Fiduciary Net Position	4,641,151	101,206,775	47,691,785	3,560,737	6,666,987
Plan Fiduciary Net Position - Beginning	398,696,709	297,489,934	249,798,149	246,237,412	239,570,425
Plan Fiduciary Net Position - Ending (b)	403,337,860	398,696,709	297,489,934	249,798,149	246,237,412
Plan Net Pension Liability (Assets) - Ending (a) - (b)	$ 32,035,394	$ 22,589,690	$ 104,441,401	$ 143,709,454	$ 135,639,891
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	92.64%	94.64%	74.02%	63.48%	64.48%
Covered Payroll	$ 16,696,199	$ 15,212,797	$ 18,079,966	$ 18,508,977	$ 18,388,027
Plan Net Pension Liability (Asset) as a Percentage					

Notes to Schedule:

Benefit Changes:
The figures above generally include any liability impact that may have resulted from voluntary benefit changes that occurred on or before the Measurement Date. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the Valuation Date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

In 2022, SB 1168 increased the standard retiree lump sum death benefit from $500 to $2,000 for any death occurring on or after July 1, 2023. The impact, if any, is included in the changes of benefit terms.

Changes of Assumptions:
There were no assumption changes for measurement date 2023. Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurement dates 2017 through 2021, 7.65% for measurement dates 2015 through 2016, and 7.50% for measurement date 2014.

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS (CONTINUED)
SAFETY PLAN – AGENT MULTIPLE-EMPLOYER PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS

Fiscal Year	2019	2018	2017	2016	2015
Total Pension Liability:					
Service Cost	$ 5,468,356	$ 5,065,945	$ 4,352,710	$ 4,369,526	$ 4,500,890
Interest	24,611,566	23,940,703	23,438,824	22,764,197	21,930,219
Difference Between Expected and Actual Experience	817,752	(493,558)	(769,075)	854,509	-
Changes of Benefit Terms	-	-	-	-	-
Changes of Assumptions	(1,235,646)	19,087,843	-	(5,276,514)	-
Benefit Payments, Including Refunds of Employee Contributions	(20,097,705)	(18,716,805)	(17,877,775)	(17,197,393)	(16,352,903)
Net Change in Total Pension Liability	9,564,323	28,884,128	9,144,684	5,514,325	10,078,206
Total Pension Liability - Beginning	351,950,273	323,066,145	313,921,461	308,407,136	298,328,930
Total Pension Liability - Ending (a)	361,514,596	351,950,273	323,066,145	313,921,461	308,407,136
Plan Fiduciary Net Position:					
Contributions - Employer	9,310,708	8,431,955	7,448,334	6,493,477	5,790,913
Contributions - Employee	1,887,216	1,592,490	1,457,236	1,397,695	2,003,854
Plan to Plan Resource Movement	(559)	-	2,463	(2,745)	-
Net Investment Income	19,399,983	23,744,382	1,150,020	5,030,896	34,672,500
Benefit Payments, Including Refunds of Employee Contributions	(20,097,705)	(18,716,805)	(17,877,775)	(17,197,393)	(16,352,903)
Administrative Expense	(358,575)	(317,989)	(136,109)	(251,346)	-
Other Miscellaneous Income (Expense)	(680,940)	-	-	-	-
Net Change in Fiduciary Net Position	9,460,128	14,734,033	(7,955,831)	(4,529,416)	26,114,364
Plan Fiduciary Net Position - Beginning	230,110,297	215,376,264	223,332,095	227,861,511	201,747,147
Plan Fiduciary Net Position - Ending (b)	239,570,425	230,110,297	215,376,264	223,332,095	227,861,511
Plan Net Pension Liability (Assets) - Ending (a) - (b)	$ 121,944,171	$ 121,839,976	$ 107,689,881	$ 90,589,366	$ 80,545,625
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	66.27%	65.38%	66.67%	71.14%	73.88%
Covered Payroll	$ 17,552,942	$ 16,424,748	$ 15,770,385	$ 15,122,058	$ 14,418,451
Plan Net Pension Liability (Asset) as a Percentage of Covered Payroll	694.72%	741.81%	682.86%	599.05%	558.63%

Notes to Schedule:

Benefit Changes:

The figures above generally include any liability impact that may have resulted from voluntary benefit changes that occurred on or before the Measurement Date. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the Valuation Date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

In 2022, SB 1168 increased the standard retiree lump sum death benefit from $500 to $2,000 for any death occurring on or after July 1, 2023. The impact, if any, is included in the changes of benefit terms.

Changes of Assumptions:

There were no assumption changes for measurement date 2023. Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurement dates 2017 through 2021, 7.65% for measurement dates 2015 through 2016, and 7.50% for measurement date 2014.

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF PLAN CONTRIBUTIONS
SAFETY PLAN – AGENT MULTIPLE-EMPLOYER PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS

Fiscal Year	2024	2023	2022	2021	2020
Actuarially Determined Contribution	$ 4,979,714	$ 4,682,522	$ 14,283,371	$ 12,915,506	$ 11,860,372
Contribution in Relation to the Actuarially Determined Contributions	(4,979,714)	(4,682,522)	(155,865,005)	(12,915,506)	(11,860,372)
Contribution Deficiency (Excess)	$ -	$ -	$ (141,581,634)	$ -	$ -
Covered Payroll	$ 18,160,046	$ 16,696,199	$ 15,212,797	$ 18,079,966	$ 18,508,977
Contributions as a Percentage of Covered Payroll	27.42%	28.05%	1024.57%	71.44%	64.08%

Notes to Schedule- 2024:

Valuation Date: June 30, 2021

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal Cost Method
Amortization Method	Level percentage of payroll, closed
Assets Valuation Method	Fair Value of Assets
Discount Rate	6.90% (net of investments and administrative expenses)
Projected Salary Increases	Varies by Entry Age and Service
Inflation	2.50%
Payroll Growth	2.75%

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF PLAN CONTRIBUTIONS (CONTINUED)
SAFETY PLAN – AGENT MULTIPLE-EMPLOYER PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS

Fiscal Year	2019	2018	2017	2016	2015
Actuarially Determined Contribution	$ 10,498,710	$ 9,310,585	$ 8,431,955	$ 7,448,335	$ 6,493,477
Contribution in Relation to the Actuarially Determined Contributions	(10,498,710)	(9,310,585)	(8,431,955)	(7,448,335)	(6,493,477)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 18,388,027	$ 17,552,942	$ 16,424,748	$ 15,770,385	$ 15,122,058
Contributions as a Percentage of Covered Payroll	57.10%	53.04%	51.34%	47.23%	42.94%

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF CHANGES IN NET OPEB LIABILITY AND RELATED RATIOS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

Fiscal Year	2024	2023	2022	2021
Total OPEB Liability:				
Service Cost	$ 752,978	$ 732,825	$ 869,592	$ 854,481
Interest on the Total OPEB Liability	1,382,435	1,351,025	1,620,655	1,592,234
Difference Between Expected and Actual Experience	545,675	-	(3,732,173)	-
Changes in Assumptions	575,958	-	700,641	(359,831)
Changes in Benefit Terms		-	-	-
Benefit Payments	(1,513,984)	(1,688,875)	(1,741,685)	(1,620,198)
Net Change in Total OPEB Liability	1,743,062	394,975	(2,282,970)	466,686
Total OPEB Liability - Beginning	22,122,970	21,727,995	24,010,965	23,544,279
Total OPEB Liability - Ending (a)	23,866,032	22,122,970	21,727,995	24,010,965
Plan Fiduciary Net Position:				
Contributions - Employer	1,822,393	2,024,400	1,975,728	2,214,831
Net Investment Income	765,828	(1,612,311)	2,465,620	300,557
Benefit Payments	(1,513,984)	(1,688,875)	(1,741,685)	(1,620,198)
Administrative Expense	(9,436)	(7,783)	(8,390)	(9,132)
Net Change in Plan Fiduciary Net Position	1,064,801	(1,284,569)	2,691,273	886,058
Plan Fiduciary Net Position - Beginning	9,133,983	10,418,552	7,727,279	6,841,221
Plan Fiduciary Net Position - Ending (b)	10,198,784	9,133,983	10,418,552	7,727,279
Plan OPEB Liability (Assets) - Ending (a) - (b)	$ 13,667,248	$ 12,988,987	$ 11,309,443	$ 16,283,686
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	42.73%	41.29%	47.95%	32.18%
Covered Payroll	$ 40,375,037	$ 37,783,818	$ 37,142,464	$ 38,202,693
Plan OPEB Liability (Asset) as a Percentage of Covered Payroll	33.85%	34.38%	30.45%	42.62%

(1) Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation. Future years' information will be displayed up to ten years as information becomes available.

Notes to Schedule: None

Changes of Assumptions:
Updated medical trend assumptions were made for measurement date June 30, 2023. The discount rate was updated based on newer capital market assumptions as of measurement date June 30, 2022. ACA excise tax was removed as of measurement date June 30, 2020. The discount rate was changed from 6.75 percent to 6.25 percent for the measurement period ended June 30, 2022.

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF CHANGES IN NET OPEB LIABILITY AND RELATED RATIOS (CONTINUED)
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

Fiscal Year	2020	2019	2018
Total OPEB Liability:			
Service Cost	$ 911,766	$ 885,210	$ 560,000
Interest on the Total OPEB Liability	1,635,748	1,581,920	1,521,000
Difference Between Expected and Actual Experience	(147,110)	-	(3,502,000)
Changes in Assumptions	(1,415,841)	-	2,900,000
Changes in Benefit Terms	-	-	2,593,000
Benefit Payments	(1,523,667)	(1,868,747)	(2,002,000)
Net Change in Total OPEB Liability	(539,104)	598,383	2,070,000
Total OPEB Liability - Beginning	24,083,383	23,485,000	21,415,000
Total OPEB Liability - Ending (a)	23,544,279	24,083,383	23,485,000
Plan Fiduciary Net Position:			
Contributions - Employer	2,217,998	2,191,008	1,428,000
Net Investment Income	497,289	469,710	632,000
Benefit Payments	(1,523,667)	(1,868,747)	(2,002,000)
Administrative Expense	(5,691)	(9,679)	(3,000)
Net Change in Plan Fiduciary Net Position	1,185,929	782,292	55,000
Plan Fiduciary Net Position - Beginning	5,655,292	4,873,000	4,818,000
Plan Fiduciary Net Position - Ending (b)	6,841,221	5,655,292	4,873,000
Plan OPEB Liability (Assets) - Ending (a) - (b)	$ 16,703,058	$ 18,428,091	$ 18,612,000
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	29.06%	23.48%	20.75%
Covered Payroll	$ 38,823,317	$ 36,708,000	$ 35,816,000
Plan OPEB Liability (Asset) as a Percentage of Covered Payroll	43.02%	50.20%	51.97%

(1) Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation. Future years' information will be displayed up to ten years as information becomes available.

Notes to Schedule: None

Changes of Assumptions:
Updated medical trend assumptions were made for measurement date June 30, 2023. The discount rate was updated based on newer capital market assumptions as of measurement date June 30, 2022. ACA excise tax was removed as of measurement date June 30, 2020. The discount rate was changed from 6.75 percent to 6.25 percent for the measurement period ended June 30, 2022.

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF CONTRIBUTIONS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

Fiscal Year	2024	2023	2022	2021
Actuarially Determined Contribution	$ 1,970,280	$ 1,822,393	$ 2,024,144	$ 1,975,728
Contribution in Relation to the Actuarially Determined Contributions	(1,970,280)	(1,822,393)	(2,024,144)	(1,975,728)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -
Covered Payroll	$ 43,856,027	$ 40,375,037	$ 37,783,818	$ 37,142,464
Contributions as a Percentage of Covered Payroll	4.49%	4.51%	5.36%	5.32%

(1) Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation. Future years' information will be displayed up to ten years as information becomes available.

Methods and Assumptions Used to Determine 2024 Contribution Rates:

Valuation Date	June 30, 2021
Actuarial Cost Method	Entry Age Normal
Amortization Valuation Method	Level percent of payroll
Amortization Valuation Period	15-year average remaining fixed period for 2023/24
Assets Valuation Method	Investment gains and losses spread over 5-year rolling period
Discount Rate	6.25%
Inflation	2.50%
Mortality	CalPERS 2000-2019 Experience Study
Mortality Improvement	Mortality projected fully generational with Scale MP-2021

Preliminary Draft

CITY OF REDONDO BEACH
SCHEDULE OF CONTRIBUTIONS (CONTINUED)
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

Fiscal Year	2020	2019	2018
Actuarially Determined Contribution	$ 2,214,831	$ 2,217,998	$ 1,802,000
Contribution in Relation to the Actuarially Determined Contributions	(2,214,831)	(2,217,998)	(705,000)
Contribution Deficiency (Excess)	$ -	$ -	$ 1,097,000
Covered Payroll	$ 32,202,693	$ 38,823,317	$ 36,708,000
Contributions as a Percentage of Covered Payroll	6.88%	5.71%	1.92%

(1) Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation. Future years' information will be displayed up to ten years as information becomes available.

Preliminary Draft

CITY OF REDONDO BEACH
MODIFIED APPROACH FOR CITY STREETS INFRASTRUCTURE CAPITAL ASSETS
YEAR ENDED JUNE 30, 2024

In accordance with GASB Statement No. 34, the City is required to account for and report infrastructure capital assets. GASB Statement No. 34 defines infrastructure assets as "long-lived capital assets that are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets..." Major infrastructure systems include the street system, storm water system, sewer system, and traffic control system. Each major infrastructure system can be divided into subsystems. For example, the street system can be divided into concrete and asphalt pavements, concrete curb and gutters, sidewalks, medians, etc. Subsystem detail is not presented in these basic financial statements; however, the City maintains detailed information on these subsystems.

The City has elected to use the "Modified Approach" as defined by GASB Statement No. 34 for infrastructure reporting for its Streets Pavement System. Under GASB Statement No. 34, eligible infrastructure capital assets are not required to be depreciated under the following requirements:

- The City manages the eligible infrastructure capital assets using an asset management system with characteristics of (1) an up-to-date inventory; (2) condition assessments which summarize results using a measurement scale; and (3) estimated annual amounts budgeted to maintain and preserve an established condition assessment level.

- The City documents that the eligible infrastructure capital assets are being preserved approximately at or above the established and disclosed condition assessment level.

The City commissioned a physical assessment of the street conditions as of June 30, 2020. The study assisted the City by providing inspection data used to evaluate pavement condition. This helped to establish a City-defined target level of pavement performance, while optimizing the expenditure of limited fiscal resources. The entire pavement network within the City is composed of approximately 125 centerline miles of paved surfaces. The City's street system can be grouped by function class as follows: 22 centerline miles of arterial, 5 centerline miles of collector, and 98 centerline miles of residential.

In May 2020, a physical assessment of all pavement segments was conducted to assess the existing surface condition of each of the individual pavement segments based on the ASTEM D6433-11 standards for Pavement Condition Index (PCI). The PCI method only looks at distresses in the pavement since all of the City streets are structurally adequate and have speed limits less than 45 mph. Evaluating the pavement based on PCI is a widely used standard in the United States, internationally, and commonly used by adjacent cities. This change allows the City to easily compare street conditions with comparable adjacent cities.

Upon completion of the study, the PCI was calculated for each segment in the City's pavement network to reflect the overall pavement condition. Ratings range from 0 to 100. A newly constructed street will have a PCI of 100, while a failed street will have a PCI of 25 or less. The pavement condition is primarily affected by the climate, traffic loads and volumes, construction materials and age. During the year, the comprehensive survey is updated to reflect the pavement's current condition.

Preliminary Draft

CITY OF REDONDO BEACH
MODIFIED APPROACH FOR CITY STREETS INFRASTRUCTURE CAPITAL ASSETS
YEAR ENDED JUNE 30, 2024

The following conditions were defined:

Condition	Rating
Very Good	70-100
Good	50-69
Poor	25-49
Very Poor	0-24

In line with the Capital Improvement Program and as presented to City Council on January 16, 2018, City policy is to achieve a citywide average rating of 75 PCI, by fiscal year 2027/2028. This rating allows minor cracking and raveling of the pavement along with minor roughness that could be noticeable to drivers traveling at posted speeds.

The condition assessments for the most recent years since implementation are as follows:

Year	PQI Rate	Condition	% of Streets
2021	70 PCI	Very Good	52%
		Good	34%
		Poor	13%
		Very Poor	1%
2022	69 PCI	Very Good	49%
		Good	34%
		Poor	16%
		Very Poor	1%
2023	68 PCI	Very Good	49%
		Good	35%
		Poor	16%
		Very Poor	0%
2024	68 PCI	Very Good	49%
		Good	35%
		Poor	16%
		Very Poor	0%

The City expended $10,751,702 on street improvement projects for the fiscal year ended June 30, 2024. These capital improvements expenditures enhanced the condition of many streets and delayed deterioration on others. The estimated expenditures required to maintain and improve the overall condition of the streets from July 1, 2024 through June 30, 2025 is a minimum of $X,XXX,000.

Preliminary Draft

CITY OF REDONDO BEACH
MODIFIED APPROACH FOR CITY STREETS INFRASTRUCTURE CAPITAL ASSETS
YEAR ENDED JUNE 30, 2024

A schedule of budget versus actual for the most recent years since implementation, which preserved City streets at the current 68 PCI rating, is presented in the following:

Fiscal Year	Final Budget	Funded by Capital Improvement Project Fund	Funded by Other Funds	Total Expenditures
2015-2016	$ 18,316,725	$ 349,942	$ 2,225,322	$ 2,575,264
2016-2017	18,181,254	426,308	2,176,521	2,602,829
2017-2018	25,410,860	2,277,323	3,029,105	5,306,428
2018-2019	28,101,756	858,836	1,567,341	2,426,177
2019-2020	25,722,992	983,290	5,101,794	6,085,084
2020-2021	25,883,121	1,303,631	3,707,000	5,010,631
2021-2022	35,923,606	1,329,143	2,556,402	3,885,545
2022-2023	40,322,463	2,107,750	12,428,564	14,536,314
2023-2024	41,159,539	1,720,311	9,031,391	10,751,702

Preliminary Draft

CITY OF REDONDO BEACH
MODIFIED APPROACH FOR CITY STREETS INFRASTRUCTURE CAPITAL ASSETS
YEAR ENDED JUNE 30, 2024

As of June 30, 2023, 50% of City streets were rated below the targeted average condition level of 75 PCI. However, as noted above, the City is investing in these infrastructure assets as part of the five-year Capital Improvement Program and will continue to rehabilitate and maintain its streets in order to achieve this goal.

Project	Project #	Budget	General Fund Expenditures	Other Fund Expenditures	Total Expenditures
Residential Street Rehabilitation	40190	$ 2,999,885	$ 141,530	$ 223,378	$ 364,908
Citywide Curb Ramp Improvements	40399	385,504	-	148,283	148,283
Traffic Calming Project	40470	1,145,190	81,079	62,425	143,504
Bicycle Trans Plan Implementation	40510	772,469	-	36,619	36,619
Artesia/Aviation NB Rt Turn Lane	40780	1,795,175	-	261,989	261,989
PCH Study Recommendations	40800	2,037,111	-	-	-
Kingsdale Resurfacing- 182nd/Grant Ave	40880	1,921,047	-	60,747	60,747
Bike Plan Grant - Beryl St. Bike Lanes	40940	136,829	-	-	-
Bike Plan Grant - N Catalina Bikelane	40941	414,370	-	-	-
Bike Plan Grant - S Catalina/I Bikelane	40942	44,640	-	-	-
Bike Plan Grant - Lilienthal Bikelane	40943	282,525	-	-	-
Bike Plan Grant - Torrance Blvd Bike Lane	40944	215,790	-	-	-
Bike Plan Grant - Citywide Bike Facilities	40945	853,340	-	-	-
Inglewood at MBB Rt Turn Lane Feasibility	40960	2,736,911	-	153,945	153,945
Torrance Blvd & Francisca Traffic Signal Mod	41070	4,272	-	1,797	1,797
Artesia Blvd Improvements - Phase 1	41080	169,943	10,085	-	10,085
Grant Ave Signal Improvements	41090	970,076	262,471	216,441	478,912
Median Reno - PV Blvd/Prospect/MBB	41110	209,825	-	-	-
Beryl Resurfacing & Drainage - Prospect to Flag	41130	1,685	-	214	214
Citywide Slurry Seal Program	41140	1,608,962	385,601	339,520	725,121
Kingsdale Avenue Widening	41150	1,010,560	-	214,063	214,063
Manhattan Beach Boulevard Resurfacing	41160	4,333,451	-	970,363	970,363
Citywide Striping	41180	662,855	-	159,561	159,561
Artesia Blvd Resurfacing - Harper to Hawthorne	41190	360,000	-	-	-
Citywide Traffic Signal Upgrades	41200	296,239	-	87,224	87,224
Torrance Blvd Resurfacing - PCH to Prospect	41230	2,278,962	-	1,933,288	1,933,288
Anita/Herondo & PCH WB RT Turn Lane	41240	2,500,000	-	176,328	176,328
NRB Bikeway Ext - Felton to Inglewood	41250	1,000,000	-	723	723
NRB Bikeway Ext - Inglewood Design	41260	1,735,000	-	1,492,155	1,492,155
Sidewalk Improvements & Repairs	41270	443,599	346,441	-	346,441
Traffic Signal Comm & Network System	41280	4,628,641	-	2,408,911	2,408,911
Dow/Vail/Johnston Bicylce Implementaiton Plan	41290	143,500	-	-	-
Residential Street Reconstruction-Deferred Maintenance	41300	750,000	-	-	-
Riviera Village Sidewalk Pavers	41310	535,680	26,592	-	26,592
Artesia Intesection Safety Implementation	41330	380,825	-	83,417	83,417
Grant Ave Bulb-outs	41340	375,000	375,000	-	375,000
Grant Ave Flash Crosswalks	41350	75,000	75,000	-	75,000
Alleyway Resurfacing with PCI<25	41370	565,000	-	-	-
Avenue I Resurfacing	41380	68,206	16,512	-	16,512
Pave Emerald Between Juanita to Lucia	41410	311,472	-	-	-
Total		$ 41,159,539	$ 1,720,311	$ 9,031,391	$ 10,751,702

Preliminary Draft

SUPPLEMENTARY INFORMATION

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2024

	Special Revenue Funds			
	State Gas Tax	Parks and Recreation Facilities	Narcotic Seizure / Forfeiture	Proposition A
ASSETS				
Pooled Cash and Investments	$ 4,339,967	$ 126,843	$ 88,889	$ 2,395,331
Receivables:				
Accounts	2,608	-	-	-
Taxes	163,847	-	-	-
Accrued Interest	20,289	-	646	18,082
Notes and Loans	-	-	-	-
Leases	-	-	-	-
Due from Other Governments	315,909	-	22,222	-
Due from Other Funds	-	-	-	-
Restricted Assets:				
Cash and Investments with Fiscal Agents	-	-	-	-
Total Assets	$ 4,842,620	$ 126,843	$ 111,757	$ 2,413,413
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts Payable	$ 499,548	$ -	$ 13,229	$ -
Due to Other Funds	-	-	-	-
Total Liabilities	499,548	-	13,229	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenues	-	-	-	-
Deferred Leases Related Items	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES				
Restricted for:				
Housing and Community Development	-	126,843	-	2,413,413
Public Safety	-	-	98,528	-
Public Works	4,343,072	-	-	-
Debt Service	-	-	-	-
Low and Moderate Income Housing	-	-	-	-
Assigned to:				
Capital Projects	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	4,343,072	126,843	98,528	2,413,413
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 4,842,620	$ 126,843	$ 111,757	$ 2,413,413

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING BALANCE SHEET (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2024

	Special Revenue Funds			
	Proposition C	Measure R	Local Transportation Article 3	Air Quality Improvement
ASSETS				
Pooled Cash and Investments	$ 4,109,221	$ 2,346,190	$ -	$ 316,587
Receivables:				
Accounts	-	-	-	-
Taxes	-	-	-	-
Accrued Interest	22,219	2,704	-	1,495
Notes and Loans	-	-	-	-
Leases	-	-	-	-
Due from Other Governments	-	-	-	-
Due from Other Funds	-	-	-	-
Restricted Assets:				
Cash and Investments with Fiscal Agents	-	-	-	-
Total Assets	$ 4,131,440	$ 2,348,894	$ -	$ 318,082
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts Payable	$ 360,703	$ 89,149	$ -	$ 912
Due to Other Funds	-	-	73,332	-
Total Liabilities	360,703	89,149	73,332	912
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenues	-	-	-	-
Deferred Leases Related Items	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES				
Restricted for:				
Housing and Community Development	3,770,737	2,259,745	-	317,170
Public Safety	-	-	-	-
Public Works	-	-	-	-
Debt Service	-	-	-	-
Low and Moderate Income Housing	-	-	-	-
Assigned to:				
Capital Projects	-	-	-	-
Unassigned	-	-	(73,332)	-
Total Fund Balances	3,770,737	2,259,745	(73,332)	317,170
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 4,131,440	$ 2,348,894	$ -	$ 318,082

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING BALANCE SHEET (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2024

	Special Revenue Funds			
	Storm Drain Improvement	Street Landscaping and Lighting District	Community Development Block Grant	Disaster Recovery
ASSETS				
Pooled Cash and Investments	$ 269,070	$ 206,250	$ 16,848	$ 324,605
Receivables:				
Accounts	-	-	-	-
Taxes	-	26,048	-	-
Accrued Interest	-	-	-	-
Notes and Loans	-	-	311,227	-
Leases	-	-	-	-
Due from Other Governments	-	-	23,559	-
Due from Other Funds	-	-	-	-
Restricted Assets:				
Cash and Investments with Fiscal Agents	-	-	-	-
Total Assets	$ 269,070	$ 232,298	$ 351,634	$ 324,605
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts Payable	$ -	$ 232,298	$ 37,301	$ -
Due to Other Funds	-	-	25,528	-
Total Liabilities	-	232,298	62,829	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenues	-	-	311,230	-
Deferred Leases Related Items	-	-	-	-
Total Deferred Inflows of Resources	-	-	311,230	-
FUND BALANCES				
Restricted for:				
Housing and Community Development	-	-	-	-
Public Safety	-	-	-	324,605
Public Works	269,070	-	-	-
Debt Service	-	-	-	-
Low and Moderate Income Housing	-	-	-	-
Assigned to:				
Capital Projects	-	-	-	-
Unassigned	-	-	(22,425)	-
Total Fund Balances	269,070	-	(22,425)	324,605
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 269,070	$ 232,298	$ 351,634	$ 324,605

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CITY OF REDONDO BEACH
COMBINING BALANCE SHEET (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2024

	Special Revenue Funds			
	Housing Authority	Subdivision Park Trust	Measure M	Measure W
ASSETS				
Pooled Cash and Investments	$ 2,966,743	$ 3,695,241	$ 2,818,424	$ 731,754
Receivables:				
Accounts	-	150	-	-
Taxes	-	-	-	-
Accrued Interest	-	-	13,379	3,625
Notes and Loans	-	-	-	-
Leases	-	-	-	-
Due from Other Governments	-	-	-	-
Due from Other Funds	-	-	-	-
Restricted Assets:				
Cash and Investments with Fiscal Agents	-	-	-	-
Total Assets	$ 2,966,743	$ 3,695,391	$ 2,831,803	$ 735,379
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts Payable	$ -	$ 387,563	$ 251,630	$ 116,963
Due to Other Funds	1,726,139	-	-	-
Total Liabilities	1,726,139	387,563	251,630	116,963
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenues	-	-	-	-
Deferred Leases Related Items	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES				
Restricted for:				
Housing and Community Development	-	3,307,828	-	-
Public Safety	-	-	-	-
Public Works	-	-	2,580,173	618,416
Debt Service	-	-	-	-
Low and Moderate Income Housing	1,240,604	-	-	-
Assigned to:				
Capital Projects	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	1,240,604	3,307,828	2,580,173	618,416
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 2,966,743	$ 3,695,391	$ 2,831,803	$ 735,379

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING BALANCE SHEET (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2024

	Capital Projects Funds			
	Capital Improvement Projects	Pier Parking Structure Rehabilitation	Major Facilities Reconstruction	Open Space Acquisition
ASSETS				
Pooled Cash and Investments	$ 4,909,739	$ 831	$ 365,565	$ 1,225,751
Receivables:				
Accounts	117,643	-	-	-
Taxes	-	-	-	-
Accrued Interest	-	-	-	-
Notes and Loans	-	-	-	-
Leases	-	-	-	-
Due from Other Governments	-	-	-	-
Due from Other Funds	4,677,893	-	-	-
Restricted Assets:				
Cash and Investments with Fiscal Agents	-	-	-	-
Total Assets	$ 9,705,275	$ 831	$ 365,565	$ 1,225,751
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts Payable	$ 161,890	$ -	$ 16,588	$ -
Due to Other Funds	-	-	-	-
Total Liabilities	161,890	-	16,588	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenues	-	-	-	-
Deferred Leases Related Items	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES				
Restricted for:				
Housing and Community Development	-	-	-	-
Public Safety	-	-	-	-
Public Works	-	-	-	-
Debt Service	-	-	-	-
Low and Moderate Income Housing	-	-	-	-
Assigned to:				
Capital Projects	9,543,385	831	348,977	1,225,751
Unassigned	-	-	-	-
Total Fund Balances	9,543,385	831	348,977	1,225,751
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 9,705,275	$ 831	$ 365,565	$ 1,225,751

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING BALANCE SHEET (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2024

	Debt Service Funds		
	Public Financing Authority	Parking Authority	Total Other Governmental Funds
ASSETS			
Pooled Cash and Investments	$ 4,580,152	$ 6,442	$ 35,840,443
Receivables:			
Accounts	5,362	-	125,763
Taxes	-	-	189,895
Accrued Interest	2,117	61	84,617
Notes and Loans	-	-	311,227
Leases	1,027,142	-	1,027,142
Due from Other Governments	5,374,988	-	5,736,678
Due from Other Funds	544,986	-	5,222,879
Restricted Assets:			
Cash and Investments with Fiscal Agents	55,246	-	55,246
Total Assets	$ 11,589,993	$ 6,503	$ 48,593,890
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts Payable	$ 22,385	$ -	$ 2,190,159
Due to Other Funds	4,962,371	-	6,787,370
Total Liabilities	4,984,756	-	8,977,529
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenues	-	-	311,230
Deferred Leases Related Items	1,003,403	-	1,003,403
Total Deferred Inflows of Resources	1,003,403	-	1,314,633
FUND BALANCES			
Restricted for:			
Housing and Community Development	-	-	12,195,736
Public Safety	-	-	423,133
Public Works	-	-	7,810,731
Debt Service	5,601,834	6,503	5,608,337
Low and Moderate Income Housing	-	-	1,240,604
Assigned to:			
Capital Projects	-	-	11,118,944
Unassigned	-	-	(95,757)
Total Fund Balances	5,601,834	6,503	38,301,728
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 11,589,993	$ 6,503	$ 48,593,890

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2024

	Special Revenue Funds			
	State Gas Tax	Parks and Recreation Facilities	Narcotic Seizure / Forfeiture	Proposition A
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	3,709,045	-	-	1,828,888
Charges for Services	-	27,200	-	-
Use of Money and Property	95,619	-	15,463	83,568
Fines and Forfeitures	-	-	72,107	-
Miscellaneous	17,825	-	-	-
Total Revenues	3,822,489	27,200	87,570	1,912,456
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	147,004	-
Housing and Community Development	-	-	-	-
Cultural and Leisure Services	-	-	-	-
Public Works	1,462,195	-	-	-
Capital Outlay	744,356	-	-	-
Debt Service:				
Principal Retirement	-	-	23,144	-
Interest and Fiscal Charges	-	-	2,211	-
Total Expenditures	2,206,551	-	172,359	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	1,615,938	27,200	(84,789)	1,912,456
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	(2,140,580)
Subscription Financing	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	(2,140,580)
NET CHANGE IN FUND BALANCES	1,615,938	27,200	(84,789)	(228,124)
Fund Balances (Deficit) - Beginning of Year	2,727,134	99,643	183,317	2,641,537
FUND BALANCES (Deficit) - END OF YEAR	$ 4,343,072	$ 126,843	$ 98,528	$ 2,413,413

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2024

	Special Revenue Funds			
	Proposition C	Measure R	Local Transportation Article 3	Air Quality Improvement
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	1,517,020	1,137,409	-	74,129
Charges for Services	-	-	-	-
Use of Money and Property	159,870	64,920	-	9,625
Fines and Forfeitures	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	1,676,890	1,202,329	-	83,754
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Housing and Community Development	-	-	-	48,071
Cultural and Leisure Services	-	-	-	-
Public Works	-	-	-	-
Capital Outlay	1,634,624	737,104	72,425	-
Debt Service:				
Principal Retirement	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	1,634,624	737,104	72,425	48,071
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	42,266	465,225	(72,425)	35,683
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Subscription Financing	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
NET CHANGE IN FUND BALANCES	42,266	465,225	(72,425)	35,683
Fund Balances (Deficit) - Beginning of Year	3,728,471	1,794,520	(907)	281,487
FUND BALANCES (Deficit) - END OF YEAR	$ 3,770,737	$ 2,259,745	$ (73,332)	$ 317,170

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2024

	Special Revenue Funds			
	Storm Drain Improvement	Street Landscaping and Lighting District	Community Development Block Grant	Disaster Recovery
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	-	-	358,820	-
Charges for Services	34,655	1,503,280	27,000	10
Use of Money and Property	-	-	-	-
Fines and Forfeitures	-	-	-	-
Miscellaneous	-	3,000	-	19,788
Total Revenues	34,655	1,506,280	385,820	19,798
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	7,511
Housing and Community Development	-	-	106,014	-
Cultural and Leisure Services	-	-	-	-
Public Works	-	2,548,429	-	-
Capital Outlay	-	-	275,178	-
Debt Service:				
Principal Retirement	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	-	2,548,429	381,192	7,511
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	34,655	(1,042,149)	4,628	12,287
OTHER FINANCING SOURCES (USES)				
Transfers In	-	928,829	-	-
Transfers Out	-	-	-	-
Subscription Financing	-	-	-	-
Total Other Financing Sources (Uses)	-	928,829	-	-
NET CHANGE IN FUND BALANCES	34,655	(113,320)	4,628	12,287
Fund Balances (Deficit) - Beginning of Year	234,415	113,320	(27,053)	312,318
FUND BALANCES (Deficit) - END OF YEAR	$ 269,070	$ -	$ (22,425)	$ 324,605

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2024

	Special Revenue Funds			
	Housing Authority	Subdivision Park Trust	Measure M	Measure W
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	8,822,762	-	1,284,377	715,856
Charges for Services	-	-	-	-
Use of Money and Property	76,866	-	92,047	27,079
Fines and Forfeitures	-	-	-	-
Miscellaneous	-	700,150	-	-
Total Revenues	8,899,628	700,150	1,376,424	742,935
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Housing and Community Development	9,015,825	-	-	-
Cultural and Leisure Services	-	-	-	-
Public Works	-	-	-	209,105
Capital Outlay	-	1,139,884	905,902	751,017
Debt Service:				
Principal Retirement	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	9,015,825	1,139,884	905,902	960,122
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(116,197)	(439,734)	470,522	(217,187)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Subscription Financing	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
NET CHANGE IN FUND BALANCES	(116,197)	(439,734)	470,522	(217,187)
Fund Balances (Deficit) - Beginning of Year	1,356,801	3,747,562	2,109,651	835,603
FUND BALANCES (Deficit) - END OF YEAR	$ 1,240,604	$ 3,307,828	$ 2,580,173	$ 618,416

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2024

	Capital Projects Funds			
	Capital Improvement Projects	Pier Parking Structure Rehabilitation	Major Facilities Reconstruction	Open Space Acquisition
REVENUES				
Taxes	$ 143,274	$ -	$ -	$ -
Intergovernmental	811,366	-	-	-
Charges for Services	332,421	-	-	-
Use of Money and Property	-	-	-	-
Fines and Forfeitures	-	-	-	-
Miscellaneous	-	-	-	156,324
Total Revenues	1,287,061	-	-	156,324
EXPENDITURES				
Current:				
General Government	-	-	-	3,937
Public Safety	-	-	-	-
Housing and Community Development	-	-	-	-
Cultural and Leisure Services	-	-	-	-
Public Works	149,654	-	-	-
Capital Outlay	2,702,584	-	285,017	143,757
Debt Service:				
Principal Retirement	10,500	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	2,862,738	-	285,017	147,694
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,575,677)	-	(285,017)	8,630
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Subscription Financing	10,500	-	-	-
Total Other Financing Sources (Uses)	10,500	-	-	-
NET CHANGE IN FUND BALANCES	(1,565,177)	-	(285,017)	8,630
Fund Balances (Deficit) - Beginning of Year	11,108,562	831	633,994	1,217,121
FUND BALANCES (Deficit) - END OF YEAR	$ 9,543,385	$ 831	$ 348,977	$ 1,225,751

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (CONTINUED)
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2024

	Debt Service Funds		
	Public Financing Authority	Parking Authority	Total Other Governmental Funds
REVENUES			
Taxes	$ -	$ -	$ 143,274
Intergovernmental	-	-	20,259,672
Charges for Services	-	-	1,924,566
Use of Money and Property	558,451	316	1,183,824
Fines and Forfeitures	-	-	72,107
Miscellaneous	-	-	897,087
Total Revenues	558,451	316	24,480,530
EXPENDITURES			
Current:			
General Government	-	-	3,937
Public Safety	-	-	154,515
Housing and Community Development	295,562	-	9,465,472
Cultural and Leisure Services	-	-	-
Public Works	-	-	4,369,383
Capital Outlay	-	-	9,391,848
Debt Service:			
Principal Retirement	7,194,296	-	7,227,940
Interest and Fiscal Charges	5,880,968	-	5,883,179
Total Expenditures	13,370,826	-	36,496,274
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(12,812,375)	316	(12,015,744)
OTHER FINANCING SOURCES (USES)			
Transfers In	13,856,375	-	14,785,204
Transfers Out	(811,366)	-	(2,951,946)
Subscription Financing	-	-	10,500
Total Other Financing Sources (Uses)	13,045,009	-	11,843,758
NET CHANGE IN FUND BALANCES	232,634	316	(171,986)
Fund Balances (Deficit) - Beginning of Year	5,369,200	6,187	38,473,714
FUND BALANCES (Deficit) - END OF YEAR	$ 5,601,834	$ 6,503	$ 38,301,728

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
STATE GAS TAX
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 2,727,134	$ 2,727,134	$ 2,727,134	$ -
Resources (Inflows):				
Intergovernmental	3,720,671	3,720,671	3,709,045	(11,626)
Use of Money and Property	20,000	20,000	95,619	75,619
Miscellaneous	6,000	6,000	17,825	11,825
Transfers In	-	-	-	-
Amounts Available for Appropriations	6,473,805	6,473,805	6,549,623	75,818
Charges to Appropriation (Outflow):				
Public Works	1,437,396	1,437,396	1,462,195	(24,799)
Capital Outlay	1,650,000	1,650,000	744,356	905,644
Total Charges to Appropriations	3,087,396	3,087,396	2,206,551	880,845
Budgetary Fund Balance - End of Year	$ 3,386,409	$ 3,386,409	$ 4,343,072	$ 956,663

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
PARKS AND RECREATION FACILITIES
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 99,643	$ 99,643	$ 99,643	$ -
Resources (Inflows):				
Charges for Services	31,500	31,500	27,200	(4,300)
Amounts Available for Appropriations	131,143	131,143	126,843	(4,300)
Charges to Appropriation (Outflow):				
Capital Outlay	23,000	123,000	-	123,000
Total Charges to Appropriations	23,000	123,000	-	123,000
Budgetary Fund Balance - End of Year	$ 108,143	$ 8,143	$ 126,843	$ 118,700

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
NARCOTIC SEIZURE / FORFEITURE
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 183,317	$ 183,317	$ 183,317	$ -
Resources (Inflows):				
Use of Money and Property	10,000	10,000	15,463	5,463
Fines and Forfeitures	20,000	20,000	72,107	52,107
Transfers In	-	5,742	-	(5,742)
Amounts Available for Appropriations	213,317	219,059	270,887	51,828
Charges to Appropriation (Outflow):				
Public Safety	158,699	234,182	147,004	87,178
Capital Outlay	-	563	-	563
Debt Service:				
Principal Retirement	-	-	23,144	(23,144)
Interest and Fiscal Charges	-	-	2,211	(2,211)
Total Charges to Appropriations	158,699	234,745	172,359	62,386
Budgetary Fund Balance - End of Year	$ 54,618	$ (15,686)	$ 98,528	$ 114,214

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
PROPOSITION A
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 2,641,537	$ 2,641,537	$ 2,641,537	$ -
Resources (Inflows):				
Intergovernmental	1,993,365	1,993,365	1,828,888	(164,477)
Use of Money and Property	30,000	30,000	83,568	53,568
Amounts Available for Appropriations	4,664,902	4,664,902	4,553,993	(110,909)
Charges to Appropriation (Outflow):				
Capital Outlay	-	75,000	-	75,000
Transfers Out	-	1,331,582	2,140,580	(808,998)
Total Charges to Appropriations	-	1,406,582	2,140,580	(733,998)
Budgetary Fund Balance - End of Year	$ 4,664,902	$ 3,258,320	$ 2,413,413	$ (844,907)

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
PROPOSITION C
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 3,728,471	$ 3,728,471	$ 3,728,471	$ -
Resources (Inflows):				
Intergovernmental	1,653,444	1,653,444	1,517,020	(136,424)
Use of Money and Property	120,000	120,000	159,870	39,870
Amounts Available for Appropriations	5,501,915	5,501,915	5,405,361	(96,554)
Charges to Appropriation (Outflow):				
Cultural and Leisure Services	566	-	-	-
Public Works	2,825	-	-	-
Capital Outlay	1,680,000	5,404,996	1,634,624	3,770,372
Total Charges to Appropriations	1,683,391	5,404,996	1,634,624	3,770,372
Budgetary Fund Balance - End of Year	$ 3,818,524	$ 96,919	$ 3,770,737	$ 3,673,818

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
MEASURE R
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 1,794,520	$ 1,794,520	$ 1,794,520	$ -
Resources (Inflows):				
Intergovernmental	1,240,083	1,240,083	1,137,409	(102,674)
Use of Money and Property	15,000	54,814	64,920	10,106
Amounts Available for Appropriations	3,049,603	3,089,417	2,996,849	(92,568)
Charges to Appropriation (Outflow):				
Cultural and Leisure Services	562	-	-	-
Public Works	2,144	-	-	-
Capital Outlay	1,285,000	2,877,848	737,104	2,140,744
Total Charges to Appropriations	1,287,706	2,877,848	737,104	2,140,744
Budgetary Fund Balance - End of Year	$ 1,761,897	$ 211,569	$ 2,259,745	$ 2,048,176

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
LOCAL TRANSPORTATION ARTICLE 3
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Deficit - Beginning of Year	$ (907)	$ (907)	$ (907)	$ -
Resources (Inflows):				
Intergovernmental	80,698	-	-	-
Amounts Available for Appropriations	79,791	(907)	(907)	-
Charges to Appropriation (Outflow):				
Capital Outlay	80,698	145,541	72,425	73,116
Total Charges to Appropriations	80,698	145,541	72,425	73,116
Budgetary Fund Deficit - End of Year	$ (907)	$ (146,448)	$ (73,332)	$ 73,116

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
AIR QUALITY IMPROVEMENT
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 281,487	$ 281,487	$ 281,487	$ -
Resources (Inflows):				
Intergovernmental	88,000	88,000	74,129	(13,871)
Use of Money and Property	2,000	2,000	9,625	7,625
Transfers In	-	45	-	(45)
Amounts Available for Appropriations	371,487	371,532	365,241	(6,291)
Charges to Appropriation (Outflow):				
Housing and Community Development	117,510	120,692	48,071	72,621
Capital Outlay	150,000	194,355	-	194,355
Debt Service:				
Principal Retirement	1,919	1,919	-	1,919
Interest and Fiscal Charges	1,420	1,420	-	1,420
Total Charges to Appropriations	270,849	318,386	48,071	270,315
Budgetary Fund Balance - End of Year	$ 100,638	$ 53,146	$ 317,170	$ 264,024

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
STORM DRAIN IMPROVEMENT
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 234,415	$ 234,415	$ 234,415	$ -
Resources (Inflows):				
Charges for Services	30,000	36,000	34,655	(1,345)
Amounts Available for Appropriations	264,415	270,415	269,070	(1,345)
Charges to Appropriation (Outflow):				
Capital Outlay	200,000	228,425	-	228,425
Total Charges to Appropriations	200,000	228,425	-	228,425
Budgetary Fund Balance - End of Year	$ 64,415	$ 41,990	$ 269,070	$ 227,080

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
STREET LANDSCAPING AND LIGHTING DISTRICT
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 113,320	$ 113,320	$ 113,320	$ -
Resources (Inflows):				
Charges for Services	1,523,600	1,523,600	1,503,280	(20,320)
Miscellaneous	7,000	7,000	3,000	(4,000)
Transfers In	-	950,759	928,829	(21,930)
Amounts Available for Appropriations	1,643,920	2,594,679	2,548,429	(46,250)
Charges to Appropriation (Outflow):				
Public Works	2,351,660	2,527,908	2,548,429	(20,521)
Debt Service:				
Principal Retirement	56,005	56,005	-	56,005
Interest and Fiscal Charges	41,445	41,445	-	41,445
Total Charges to Appropriations	2,449,110	2,625,358	2,548,429	76,929
Budgetary Fund Balance - End of Year	$ (805,190)	$ (30,679)	$ -	$ 30,679

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Deficit - Beginning of Year	$ (27,053)	$ (27,053)	$ (27,053)	$ -
Resources (Inflows):				
Intergovernmental	285,916	338,096	358,820	20,724
Charges for Services	-	-	27,000	27,000
Amounts Available for Appropriations	258,863	311,043	358,767	47,724
Charges to Appropriation (Outflow):				
Housing and Community Development	140,071	183,282	106,014	77,268
Capital Outlay	131,920	472,227	275,178	197,049
Total Charges to Appropriations	271,991	655,509	381,192	274,317
Budgetary Fund Deficit - End of Year	$ (13,128)	$ (344,466)	$ (22,425)	$ 322,041

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
DISASTER RECOVERY
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 312,318	$ 312,318	$ 312,318	$ -
Resources (Inflows):				
Charges for Services	1,000	-	10	10
Miscellaneous	50,000	19,788	19,788	-
Amounts Available for Appropriations	363,318	332,106	332,116	10
Charges to Appropriation (Outflow):				
Public Safety	24,439	17,060	7,511	9,549
Total Charges to Appropriations	24,439	17,060	7,511	9,549
Budgetary Fund Balance - End of Year	$ 338,879	$ 315,046	$ 324,605	$ 9,559

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
HOUSING AUTHORITY
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 1,356,801	$ 1,356,801	$ 1,356,801	$ -
Resources (Inflows):				
Intergovernmental	7,845,801	7,845,801	8,822,762	976,961
Use of Money and Property	-	-	76,866	76,866
Transfers In	-	298	-	(298)
Amounts Available for Appropriations	9,202,602	9,202,900	10,256,429	1,053,529
Charges to Appropriation (Outflow):				
Housing and Community Development	7,702,744	7,702,744	9,015,825	(1,313,081)
Total Charges to Appropriations	7,702,744	7,702,744	9,015,825	(1,313,081)
Budgetary Fund Balance - End of Year	$ 1,499,858	$ 1,500,156	$ 1,240,604	$ (259,552)

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
SUBDIVISION PARK TRUST
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 3,747,562	$ 3,747,562	$ 3,747,562	$ -
Resources (Inflows):				
Miscellaneous	350,000	750,000	700,150	(49,850)
Amounts Available for Appropriations	4,097,562	4,497,562	4,447,712	(49,850)
Charges to Appropriation (Outflow):				
Capital Outlay	1,963,101	3,324,367	1,139,884	2,184,483
Total Charges to Appropriations	1,963,101	3,324,367	1,139,884	2,184,483
Budgetary Fund Balance - End of Year	$ 2,134,461	$ 1,173,195	$ 3,307,828	$ 2,134,633

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
MEASURE M
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 2,109,651	$ 2,109,651	$ 2,109,651	$ -
Resources (Inflows):				
Intergovernmental	1,405,427	1,405,427	1,284,377	(121,050)
Use of Money and Property	30,000	30,000	92,047	62,047
Amounts Available for Appropriations	3,545,078	3,545,078	3,486,075	(59,003)
Charges to Appropriation (Outflow):				
Capital Outlay	1,450,000	3,361,336	905,902	2,455,434
Total Charges to Appropriations	1,450,000	3,361,336	905,902	2,455,434
Budgetary Fund Balance - End of Year	$ 2,095,078	$ 183,742	$ 2,580,173	$ 2,396,431

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
MEASURE W
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 835,603	$ 835,603	$ 835,603	$ -
Resources (Inflows):				
Intergovernmental	720,000	720,000	715,856	(4,144)
Use of Money and Property	-	-	27,079	27,079
Transfers In	-	5,284	-	(5,284)
Amounts Available for Appropriations	1,555,603	1,555,603	1,578,538	(4,144)
Charges to Appropriation (Outflow):				
Public Works	203,272	247,296	209,105	38,191
Capital Outlay	520,000	1,911,543	751,017	1,160,526
Debt Service:				
Principal Retirement	6,618	6,618	-	6,618
Interest and Fiscal Charges	4,897	4,897	-	4,897
Total Charges to Appropriations	734,787	2,170,354	960,122	1,210,232
Budgetary Fund Balance - End of Year	$ 820,816	$ (614,751)	$ 618,416	$ 1,206,088

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
CAPITAL IMPROVEMENT PROJECTS
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 11,108,562	$ 11,108,562	$ 11,108,562	$ -
Resources (Inflows):				
Taxes	180,000	180,000	143,274	(36,726)
Intergovernmental	-	1,697,937	811,366	(886,571)
Charges for Services	332,421	332,421	332,421	-
Miscellaneous	-	-	-	-
Subscription Financing	-	-	10,500	(10,500)
Amounts Available for Appropriations	11,620,983	13,318,920	12,406,123	(933,797)
Charges to Appropriation (Outflow):				
Public Works	170,930	145,556	149,654	(4,098)
Capital Outlay	2,203,334	11,380,091	2,702,584	8,677,507
Debt Service:				
Principal Retirement	13,085	13,085	10,500	2,585
Interest and Fiscal Charges	9,683	9,683	-	9,683
Total Charges to Appropriations	2,397,032	11,548,415	2,862,738	8,685,677
Budgetary Fund Balance - End of Year	$ 9,223,951	$ 1,770,505	$ 9,543,385	$ 7,751,880

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
MAJOR FACILITIES RECONSTRUCTION
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 633,994	$ 633,994	$ 633,994	$ -
Resources (Inflows):				
Transfers In	-	156,324	-	(156,324)
Amounts Available for Appropriations	633,994	790,318	633,994	(156,324)
Charges to Appropriation (Outflow):				
Capital Outlay	500,000	1,113,280	285,017	828,263
Total Charges to Appropriations	500,000	1,113,280	285,017	828,263
Budgetary Fund Balance - End of Year	$ 133,994	$ (322,962)	$ 348,977	$ 671,939

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
OPEN SPACE ACQUISITION
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 1,217,121	$ 1,217,121	$ 1,217,121	$ -
Resources (Inflows):				
Miscellaneous	-	-	156,324	156,324
Amounts Available for Appropriations	1,217,121	1,217,121	1,373,445	156,324
Charges to Appropriation (Outflow):				
General Government	-	-	3,937	(3,937)
Capital Outlay	-	593,972	143,757	450,215
Total Charges to Appropriations	-	593,972	147,694	446,278
Budgetary Fund Balance - End of Year	$ 1,217,121	$ 623,149	$ 1,225,751	$ 602,602

Preliminary Draft

CITY OF REDONDO BEACH
BUDGETARY COMPARISON SCHEDULE
PUBLIC FINANCING AUTHORITY
YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance - Beginning of Year	$ 5,369,200	$ 5,369,200	$ 5,369,200	$ -
Resources (Inflows):				
Use of Money and Property	13,376,289	13,376,289	558,451	(12,817,838)
Transfers In	-	2,463,119	13,856,375	11,393,256
Amounts Available for Appropriations	18,745,489	21,208,608	19,784,026	(1,424,582)
Charges to Appropriation (Outflow):				
Housing and Community Development	273,975	273,975	295,562	(21,587)
Debt Service:				
Principal Retirement	8,115,000	8,115,000	7,194,296	920,704
Interest and Fiscal Charges	6,638,052	6,638,052	5,880,968	757,084
Transfers Out	-	812,381	811,366	(1,015)
Total Charges to Appropriations	15,027,027	15,027,027	14,182,192	1,656,201
Budgetary Fund Balance - End of Year	$ 3,718,462	$ 6,181,581	$ 5,601,834	$ 231,619

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF NET POSITION
NONMAJOR ENTERPRISE FUNDS
JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		
	Solid Waste	Transit	Totals
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 2,223,530	$ 1,162,111	$ 3,385,641
Receivables:			
Accounts	317,918	31,984	349,902
Taxes	100,750	-	100,750
Due from Other Governments	-	82,675	82,675
Due from Other Funds	-	-	-
Restricted Assets:			
Cash with Fiscal Agents	-	63	63
Total Current Assets	2,642,198	1,276,833	3,919,031
Noncurrent:			
Capital Assets - Net of Accumulated Depreciation/Amortizatio	36,924	1,767,374	1,804,298
Total Noncurrent Assets	36,924	1,767,374	1,804,298
Total Assets	2,679,122	3,044,207	5,723,329
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Related Items	390,316	270,564	660,880
Deferred OPEB Related Items	35,856	28,354	64,210
Total Deferred Outflows of Resources	426,172	298,918	725,090
LIABILITIES			
Current Liabilities:			
Accounts Payable	81,125	664,074	745,199
Accrued Interest	5,110	4,471	9,581
Unearned Revenues	42,218	1,025	43,243
Due to Other Funds	-	922,643	922,643
Due to Other Governments	-	266,467	266,467
Accrued Compensated Absences	12,742	18,366	31,108
Long-Term Obligations - Due in One Year	42,644	37,314	79,958
Total Current Liabilities	183,839	1,914,360	2,098,199
Noncurrent Liabilities:			
Accrued Compensated Absences	38,222	55,090	93,312
Long-Term Debt - Due in More than One Year	1,139,460	997,028	2,136,488
Net Pension Liability	249,611	173,029	422,640
Net OPEB Liability	111,565	88,223	199,788
Total Noncurrent Liabilities	1,538,858	1,313,370	2,852,228
Total Liabilities	1,722,697	3,227,730	4,950,427
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Related Items	25,588	17,737	43,325
Deferred OPEB Related Items	29,840	23,596	53,436
Total Deferred Inflows of Resources	55,428	41,333	96,761
NET POSITION			
Net Investment in Capital Assets	25,224	1,767,374	1,792,598
Unrestricted	1,301,945	(1,693,312)	(391,367)
Total Net Position	$ 1,327,169	$ 74,062	$ 1,401,231

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
NONMAJOR ENTERPRISE FUNDS
YEAR ENDED JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		
	Solid Waste	Transit	Totals
OPERATING REVENUES			
Sales and Service Charges	$ 6,824,240	$ 216,864	$ 7,041,104
Miscellaneous	166,532	243	166,775
Total Operating Revenues	6,990,772	217,107	7,207,879
OPERATING EXPENSES			
Administrative and General	41,246	537,201	578,447
Personnel Services	818,083	825,316	1,643,399
Contractual Services	5,416,740	3,904,196	9,320,936
Internal Service Charges	323,454	415,051	738,505
Depreciation Expense	2,084	258,540	260,624
Total Operating Expenses	6,601,607	5,940,304	12,541,911
OPERATING INCOME (LOSS)	389,165	(5,723,197)	(5,334,032)
NONOPERATING REVENUES (EXPENSES)			
Intergovernmental	27,206	3,343,088	3,370,294
Interest Expense	(30,909)	(26,957)	(57,866)
Total Nonperating Revenues (Expenses)	(3,703)	3,316,131	3,312,428
INCOME (LOSS) BEFORE TRANSFERS	385,462	(2,407,066)	(2,021,604)
Transfers In	73,192	2,204,623	2,277,815
Transfers Out	(73,192)	(64,043)	(137,235)
CHANGES IN NET POSITION	385,462	(266,486)	118,976
Net Position - Beginning of year	941,707	340,548	1,282,255
NET POSITION - END OF YEAR	1,327,169	74,062	1,401,231

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR ENTERPRISE FUNDS
YEAR ENDED JUNE 30, 2024

	Business-Type Activities - Enterprise Funds		
	Solid Waste	Transit	Totals
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Customers and Users	$ 6,995,332	$ 186,504	$ 7,181,836
Cash Paid to Suppliers for Goods and Services	(6,061,241)	(4,792,180)	(10,853,421)
Cash Paid to Employees for Services	(809,542)	(855,099)	(1,664,641)
Net Cash Provided (Used) by Operating Activities	124,549	(5,460,775)	(5,336,226)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Cash Transfers Out	(73,192)	(64,043)	(137,235)
Cash Transfers In	73,192	2,204,623	2,277,815
Payments Made to Other Funds	-	-	-
Principal Paid on Noncapital Debt Issues	(42,336)	(37,044)	(79,380)
Interest Paid on Noncapital Debt	(30,886)	(26,936)	(57,822)
Grant Subsidies	27,206	5,005,329	5,032,535
Net Cash Provided (Used) by Noncapital Financing Activities	(46,016)	7,081,929	7,035,913
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and Construction of Capital Assets	(23,569)	(615,740)	(639,309)
Net Cash Used by Capital and Related Financing Activities	(23,569)	(615,740)	(639,309)
NET INCREASE IN CASH AND CASH EQUIVALENTS	54,964	1,005,414	1,060,378
Cash and Cash Equivalents - Beginning of Year	2,168,566	156,760	2,325,326
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 2,223,530	$ 1,162,174	$ 3,385,704
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating Income (Loss)	$ 389,165	$ (5,723,197)	$ (5,334,032)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Depreciation	2,084	258,540	260,624
(Increase) Decrease In:			
Accounts Receivable	5,676	(30,603)	(24,927)
Taxes Receivable	(1,116)	-	(1,116)
Deferred Outflow Pension Related Items	80,117	108,226	188,343
Deferred Outflow OPEB Related Items	(2,741)	219	(2,522)
Increase (Decrease) In:			
Accounts Payable	(365,623)	(9,029)	(374,652)
Unearned Revenue	-	(469)	(469)
Net Pension Liability	51,182	13,255	64,437
Net OPEB Liability	2,250	(6,099)	(3,849)
Deferred Inflow Pension Related Items	(34,661)	(30,775)	(65,436)
Deferred Inflow OPEB Related Items	(10,325)	(11,060)	(21,385)
Compensated Absences	8,541	(29,783)	(21,242)
Net Cash Provided (Used) by Operating Activities	$ 124,549	$ (5,460,775)	$ (5,336,226)

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
JUNE 30, 2024

	Governmental Activities - Internal Service Funds		
	Vehicle Replacement	Building Occupancy	Information Technology
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$ 10,884,641	$ 2,568,660	$ 2,050,911
Receivables:			
Accounts	54,454	-	-
Due from Other Funds	-	-	-
Total Current Assets	10,939,095	2,568,660	2,050,911
Noncurrent:			
Capital Assets - Net of Accumulated Depreciation/Amortization	6,881,730	115,183	1,827,061
Total Noncurrent Assets	6,881,730	115,183	1,827,061
Total Assets	17,820,825	2,683,843	3,877,972
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Related Items	245,707	596,345	563,441
Deferred OPEB Related Items	26,715	61,286	47,150
Total Deferred Outflows of Resources	272,422	657,631	610,591
LIABILITIES			
Current Liabilities:			
Accounts Payable	174,661	433,511	301,311
Accrued Interest	7,089	10,585	15,505
Accrued Compensated Absences	10,027	26,227	16,431
Accrued Claims and Judgments	-	-	-
Long-Term Obligations - Due in One Year	77,537	88,334	275,018
Total Current Liabilities	269,314	558,657	608,265
Noncurrent Liabilities:			
Accrued Compensated Absences	30,080	78,680	49,297
Accrued Claims and Judgments	-	-	-
Long-Term Debt - Due in More than One Year	1,199,920	2,360,310	2,670,597
Net Pension Liability	157,133	381,370	360,327
Net OPEB Liability	83,123	190,688	146,704
Total Noncurrent Liabilities	1,470,256	3,011,048	3,226,925
Total Liabilities	1,739,570	3,569,705	3,835,190
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Related Items	16,108	39,094	36,937
Deferred OPEB Related Items	22,232	51,002	39,238
Total Deferred Inflows of Resources	38,340	90,096	76,175
NET POSITION			
Net Investment in Capital Assets	6,786,377	115,183	1,308,982
Unrestricted	9,528,960	(433,510)	(731,784)
Total Net Position	$ 16,315,337	$ (318,327)	$ 577,198

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF NET POSITION (CONTINUED)
INTERNAL SERVICE FUNDS
JUNE 30, 2024

	Governmental Activities - Internal Service Funds			
	Self-Insurance Program	Emergency Communications	Major Facilities Repair	Totals
ASSETS				
Current Assets:	$ 9,743,683	$ 4,891,668	$ 662,052	$ 30,801,615
Cash and Cash Equivalents				
Receivables:	-	-	-	54,454
Accounts	-	-	-	-
Due from Other Funds	9,743,683	4,891,668	662,052	30,856,069
Total Current Assets				
Noncurrent:	95,878	996,225	1,020,478	10,936,555
Capital Assets - Net of Accumulated Depreciation/Amortization	95,878	996,225	1,020,478	10,936,555
Total Noncurrent Assets				
	9,839,561	5,887,893	1,682,530	41,792,624
Total Assets				
DEFERRED OUTFLOWS OF RESOURCES	584,418	534,329	-	2,524,240
Deferred Pension Related Items	45,797	65,028	-	245,976
Deferred OPEB Related Items	630,215	599,357	-	2,770,216
Total Deferred Outflows of Resources				
LIABILITIES				
Current Liabilities:	1,421,318	7	105,361	2,436,169
Accounts Payable	730	14,782	-	48,691
Accrued Interest	-	28,047	-	80,732
Accrued Compensated Absences	1,203,177	-	-	1,203,177
Accrued Claims and Judgments	6,092	126,871	-	573,852
Long-Term Obligations - Due in One Year	2,631,317	169,707	105,361	4,342,621
Total Current Liabilities				
Noncurrent Liabilities:	-	84,137	-	242,194
Accrued Compensated Absences	23,199,925	-	-	23,199,925
Accrued Claims and Judgments	162,780	3,266,019	-	9,659,626
Long-Term Debt - Due in More than One Year	505,388	483,735	-	1,887,953
Net Pension Liability	142,497	202,333	-	765,345
Net OPEB Liability	24,010,590	4,036,224	-	35,755,043
Total Noncurrent Liabilities				
	26,641,907	4,205,931	105,361	40,097,664
Total Liabilities				
DEFERRED INFLOWS OF RESOURCES	17,681	12,771	-	122,591
Deferred Pension Related Items	38,113	54,116	-	204,701
Deferred OPEB Related Items	55,794	66,887	-	327,292
Total Deferred Inflows of Resources				
NET POSITION	95,878	980,775	915,117	10,202,312
Net Investment in Capital Assets	(16,323,803)	1,233,657	662,052	(6,064,428)
Unrestricted				
	$ (16,227,925)	$ 2,214,432	$ 1,577,169	$ 4,137,884
Total Net Position				

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
YEAR ENDED JUNE 30, 2024

	Governmental Activities - Internal Service Funds		
	Vehicle Replacement	Building Occupancy	Information Technology
OPERATING REVENUES			
Sales and Service Charges	$ 4,862,726	$ 3,316,655	$ 4,243,192
Miscellaneous	216,228	695	140,750
Total Operating Revenues	5,078,954	3,317,350	4,383,942
OPERATING EXPENSES			
Administrative and General	1,581,921	1,583,562	545,299
Personnel Services	654,914	1,453,604	1,047,201
Contractual Services	17,291	343,514	2,068,335
Internal Service Charges	403,277	465,981	557,676
Depreciation and Amortization Expense	1,189,704	19,903	312,854
Total Operating Expenses	3,847,107	3,866,564	4,531,365
OPERATING INCOME (LOSS)	1,231,847	(549,214)	(147,423)
NONOPERATING REVENUES (EXPENSES)			
Interest Revenue	-	-	-
Interest Expense	(34,478)	(63,985)	(70,060)
Gain (Loss) on Disposal of Capital Assets	115,613	-	-
Total Nonperating Revenues (Expenses)	81,135	(63,985)	(70,060)
INCOME (LOSS) BEFORE TRANSFERS	1,312,982	(613,199)	(217,483)
Transfers In	73,192	151,612	150,305
Transfers Out	(73,192)	(151,612)	(150,305)
CHANGES IN NET POSITION	1,312,982	(613,199)	(217,483)
Net Position (Deficit) - Beginning of year	15,002,355	294,872	794,681
NET POSITION (DEFICIT) - END OF YEAR	$ 16,315,337	$ (318,327)	$ 577,198

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION (CONTINUED)
INTERNAL SERVICE FUNDS
YEAR ENDED JUNE 30, 2024

	Governmental Activities - Internal Service Funds			
	Self-Insurance Program	Emergency Communications	Major Facilities Repair	Totals
OPERATING REVENUES				
Sales and Service Charges	$ 1,822,687	$ 2,554,415	$ 111,132	$ 16,910,807
Miscellaneous	4,938,438	-	-	5,296,111
Total Operating Revenues	6,761,125	2,554,415	111,132	22,206,918
OPERATING EXPENSES				
Administrative and General	11,016,266	141,567	-	14,868,615
Personnel Services	1,140,252	2,031,389	-	6,327,360
Contractual Services	182,926	284,045	-	2,896,111
Internal Service Charges	349,668	720,467	-	2,497,069
Depreciation and Amortization Expense	5,491	233,011	30,807	1,791,770
Total Operating Expenses	12,694,603	3,410,479	30,807	28,380,925
OPERATING INCOME (LOSS)	(5,933,478)	(856,064)	80,325	(6,174,007)
NONOPERATING REVENUES (EXPENSES)				
Interest Revenue	47,385	-	-	47,385
Interest Expense	(4,441)	(88,361)	-	(261,325)
Gain (Loss) on Disposal of Capital Assets	-	-	-	115,613
Total Nonoperating Revenues (Expenses)	42,944	(88,361)	-	(98,327)
INCOME (LOSS) BEFORE TRANSFERS	(5,890,534)	(944,425)	80,325	(6,272,334)
Transfers In	10,456	208,844	-	594,409
Transfers Out	(10,456)	(208,844)	-	(594,409)
CHANGES IN NET POSITION	(5,890,534)	(944,425)	80,325	(6,272,334)
Net Position (Deficit) - Beginning of year	(10,337,391)	3,158,857	1,496,844	10,410,218
NET POSITION (DEFICIT) - END OF YEAR	$ (16,227,925)	$ 2,214,432	$ 1,577,169	$ 4,137,884

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
YEAR ENDED JUNE 30, 2024

	Governmental Activities - Internal Service Funds		
	Vehicle Replacement	Building Occupancy	Information Technology
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Customers and Users	$ 5,087,766	$ 3,317,350	$ 4,383,942
Cash Paid to Suppliers for Goods and Services	(1,988,715)	(2,040,173)	(2,852,958)
Cash Paid to Employees for Services	(647,587)	(1,438,233)	(1,054,623)
Net Cash Provided (Used) by Operating Activities	2,451,464	(161,056)	476,361
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Cash Transfers Out	(73,192)	(151,612)	(150,305)
Cash Transfers In	73,192	151,612	150,305
Payments Made to Other Funds	-	-	-
Proceeds from Noncapital Debt	-	-	646,240
Principal Paid on Noncapital Debt	(42,336)	(87,696)	(225,353)
Interest Paid on Noncapital Debt	(4,276)	(63,938)	(6,492)
Net Cash Provided (Used) by Noncapital Financing Activities	(46,612)	(151,634)	414,395
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and Construction of Capital Assets	(2,251,939)	-	(783,347)
Principal Paid on Capital Debt	(36,200)	-	(86,939)
Interest Paid on Capital Debt	(30,909)	-	(59,291)
Proceeds from Sale of Capital Assets	115,613	-	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(2,203,435)	-	(929,577)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Received	-	-	-
Net Cash Provided (Used) by Investing Activities	-	-	-
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	201,417	(312,690)	(38,821)
Cash and Cash Equivalents - Beginning of Year	10,683,224	2,881,350	2,089,732
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 10,884,641	$ 2,568,660	$ 2,050,911
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating Income (Loss)	$ 1,231,847	$ (549,214)	$ (147,423)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:			
Depreciation and Amortization	1,189,704	19,903	312,854
Loss on CIP write-off	-	-	-
(Increase) Decrease In:			
Accounts Receivable	8,812	-	-
Deferred Outflow Pension Related Items	103,926	167,946	173,420
Deferred Outflow OPEB Related Items	746	(4,758)	5,426
Prepaid Expenses	-	-	11,910
Increase (Decrease) In:			
Accounts Payable	(53,280)	202,977	186,899
Claims and Judgments	-	-	-
Net Pension Liability	9,657	58,991	49,519
Net OPEB Liability	(7,529)	4,080	(26,856)
Deferred Inflow Pension Related Items	(28,670)	(58,789)	(57,433)
Deferred Inflow OPEB Related Items	(11,076)	(17,563)	(24,533)
Compensated Absences	7,327	15,371	(7,422)
Net Cash Provided (Used) by Operating Activities	$ 2,451,464	$ (161,056)	$ 476,361

Preliminary Draft

CITY OF REDONDO BEACH
COMBINING STATEMENT OF CASH FLOWS (CONTINUED)
INTERNAL SERVICE FUNDS
YEAR ENDED JUNE 30, 2024

	Governmental Activities - Internal Service Funds			
	Self-Insurance Program	Emergency Communications	Major Facilities Repair	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers and Users	$ 10,242,841	$ 2,554,415	$ 111,132	$ 25,697,446
Cash Paid to Suppliers for Goods and Services	(12,808,362)	(1,113,591)	(79,183)	(20,882,982)
Cash Paid to Employees for Services	(1,140,252)	(2,026,566)	-	(6,307,261)
Net Cash Provided (Used) by Operating Activities	(3,705,773)	(585,742)	31,949	(1,492,797)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Cash Transfers Out	(10,456)	(208,844)	-	(594,409)
Cash Transfers In	10,456	208,844	-	594,409
Payments Made to Other Funds	-	-	-	-
Proceeds from Noncapital Debt	-	-	-	646,240
Principal Paid on Noncapital Debt	(6,048)	(126,954)	-	(488,387)
Interest Paid on Noncapital Debt	(4,438)	(88,114)	-	(167,258)
Net Cash Provided (Used) by Noncapital Financing Activities	(10,486)	(215,068)	-	(9,405)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition and Construction of Capital Assets	-	(44,899)	(413,660)	(3,493,845)
Principal Paid on Capital Debt	-	-	-	(123,139)
Interest Paid on Capital Debt	-	-	-	(90,200)
Proceeds from Sale of Capital Assets	-	-	-	115,613
Net Cash Provided (Used) by Capital and Related Financing Activities	-	(44,899)	(413,660)	(3,591,571)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	47,385			47,385
Net Cash Provided (Used) by Investing Activities	47,385	-	-	47,385
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(3,668,874)	(845,709)	(381,711)	(5,093,773)
Cash and Cash Equivalents - Beginning of Year	13,412,557	5,737,377	1,043,763	35,848,003
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 9,743,683	$ 4,891,668	$ 662,052	$ 30,754,230
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES				
Operating Income (Loss)	$ (5,933,478)	$ (856,064)	$ 80,325	$ (6,174,007)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation and Amortization	5,491	233,011	30,807	1,791,770
Loss on CIP write-off	45,362	-	-	45,362
(Increase) Decrease In:				
Accounts Receivable	-	-	-	8,812
Deferred Outflow Pension Related Items	(476,003)	(23,499)	-	(54,210)
Deferred Outflow OPEB Related Items	(40,056)	(5,788)	-	(44,430)
Prepaid Expenses	-	-	-	11,910
Increase (Decrease) In:				
Accounts Payable	(1,406,957)	(94,254)	(79,183)	(1,243,798)
Claims and Judgments	3,481,716	-	-	3,481,716
Net Pension Liability	459,659	177,771	-	755,597
Net OPEB Liability	123,547	6,774	-	100,016
Deferred Inflow Pension Related Items	3,796	(10,778)	-	(151,874)
Deferred Inflow OPEB Related Items	31,150	(17,738)	-	(39,760)
Compensated Absences	-	4,823	-	20,099
Net Cash Provided (Used) by Operating Activities	$ (3,705,773)	$ (585,742)	$ 31,949	$ (1,492,797)

Preliminary Draft

Administrative Report

H.15., **File #** 25-1288 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

TITLE

APPROVE THE PURCHASE OF THREE EFLYN ELECTRONIC DISPLAYS FROM INSIGHT PUBLIC SECTOR FOR INSTALLATION AT THE REDONDO BEACH PIER AND INTERNATIONAL BOARDWALK IN AN AMOUNT NOT TO EXCEED $60,680

EXECUTIVE SUMMARY

Staff recommends the purchase of three Eflyn digital signs to be installed at key locations along the Redondo Beach Waterfront: near the Skatepark by Kincaid's, at the International Boardwalk near Quality Seafood, and at the International Boardwalk near the North Parking Lot and R10 Social House.

This purchase follows the successful completion of a proof-of-concept deployment at the Pier Main Entrance, where the City's first digital sign has been operating effectively and has been met with positive feedback from businesses and patrons. The additional signs will extend this technology across the Waterfront with the goal of enhancing the visitor experience throughout the Pier and Boardwalk area.

BACKGROUND

In May of 2025, the City installed a digital sign at the Pier Main Entrance as a proof of concept to evaluate the Eflyn platform for modernizing wayfinding technology in the Waterfront. The pilot project demonstrated the effectiveness of electronic signage in providing residents and visitors with timely, dynamic, and visually engaging information.

Given the positive outcome, staff recommends expanding the program with the placement of three additional signs at prominent locations to replace the existing analog map boards that reference outdated Waterfront attractions for a not to exceed purchase amount of $60,679.50. The new signs are expected to improve visitor experience, support local businesses, and better promote City events.

COORDINATION

The Information Technology Department coordinated the digital sign purchase and deployment strategy with the Waterfront and Economic Development Department and has worked directly with Eflyn and Insight on the details of the purchase. The quotation from the vendor has been reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Staff obtained three quotes for the purchase and installation of the new signs. Insight Public Sector, leveraging their OMNIA Partners cooperative purchasing contract, offered the lowest pricing. This procurement method guarantees competitive rates and compliance with public purchasing requirements.

The total cost of the purchase will not exceed $60,679.50. Funding for the purchase is available in the Information Technology Department's operating budget through the IT Equipment Fund.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Vendor Quote - Insight Public Sector

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Account name: 11113949

CITY OF REDONDO BEACH
415 DIAMOND ST
REDONDO BEACH CA 90277-2836

SHIP-TO

CITY OF REDONDO BEACH
415 DIAMOND ST
REDONDO BEACH CA 90277-2836

Quotation

Quotation Number	:	0228751896
Document Date	:	27-AUG-2025
PO Number	:	
PO Release	:	
Sales Rep	:	Cathy Chapman
Email	:	CATHY.CHAPMAN@INSIGHT.COM
Phone	:	

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	LTL/LTL
Terms of Delivery	:	FOB ORIGIN
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
888054	Eflyn 55" touch screen outdoor digital signage EWR Fee 6.00/EA OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 18243.99 Discount: 9.805%	3	16,455.25	49,365.75
888085	Eflyn - Shipping and handling OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1740.99 Discount: 26.341%	3	1,282.39	3,847.17
TBD-EFLN	CUSTOM OUTDOOR KIOSK VINYL WRAP (FRONT BACK) OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1107.99 Discount: 27.758%	3	800.43	2,401.29

Product Subtotal	51,767.04
Services Subtotal	3,847.17
EWR Fee	18.00
TAX	5,047.29
Total	60,679.50

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Cathy Chapman

CATHY.CHAPMAN@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

https://www.insight.com/terms-and-policies

Administrative Report

H.16., **File #** 25-1285 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

APPROVE AN AGREEMENT WITH CHOICE MEDIATION FOR AS-NEEDED DISPUTE RESOLUTION AND HEARING OFFICER SERVICES ON ADMINISTRATIVE MATTERS FOR THE CITY OF REDONDO BEACH FOR AN INITIAL TERM OF SEPTEMBER 17, 2025 THROUGH JUNE 30, 2026, WITH TWO ONE-YEAR RENEWAL OPTIONS, FOR A TOTAL COST NOT TO EXCEED $52,000, INCLUDING THE RENEWALS

EXECUTIVE SUMMARY

The City of Redondo Beach continues to require professional dispute resolution and hearing officer services to support administrative matters across multiple City Departments. Staff recommends approval of a new agreement with Choice Mediation, a sole proprietorship operated by Coleen Berg, to provide these services on an as-needed basis. The initial term of the agreement will run from September 17, 2025 through June 30, 2026, with two automatic one-year renewal options. Compensation for the initial term shall not exceed $15,000, and compensation for each renewal term shall not exceed $18,500 per fiscal year, for a total not to exceed amount of $52,000 over the full contract period.

BACKGROUND

Since June 2022, the City has contracted with Choice Mediation to provide dispute resolution and hearing officer services. Over the past three years, Choice Mediation has served the City well, demonstrating professionalism, responsiveness, and a strong understanding of the municipal processes. Their work has supported the Housing Authority, Police Department, and City Attorney's Office in resolving complex administrative matters that go beyond the City's ability to appropriately intervene.

Choice Mediation has also recently renewed similar agreements with the cities of Rancho Palos Verdes, Hermosa Beach, and Torrance, further affirming its reputation and regional expertise in public sector mediation.

Staff recommends the City Council approve the proposed Agreement with Choice Mediation, to allow staff from the Police Department, City Attorney's Office, and the Community Development Department to refer community members to Choice Mediation as-needed. There is no guaranteed minimum payment associated with the proposed Agreement, and Departments will only be responsible to pay for the services rendered.

COORDINATION

This City Manager's Office coordinated the preparation of this report with the City Attorney's Office, along with the Redondo Beach Police and the Community Development Departments.

FISCAL IMPACT

Funding for the agreement is available in the annual Operating Budgets for the Police Department, City Attorney's Office, and the Community Development Department.

	Year 1	Future Years
• Police Department	$6,050	$7,500
• City Attorney's Office	$4,900	$6,000
• Community Development	$4,050	$5,000
TOTAL	$15,000	$18,500

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Choice Mediation

AGREEMENT

This Agreement ("Agreement") is entered into on September 16, 2025, by and between the City of Redondo Beach, a chartered city and municipal corporation ("City"), and Choice Mediation ("Choice"), a Sole Proprietorship.

RECITALS

A. City desires to engage professional community-based dispute resolution services for the benefit of City residents and businesses and as a hearing officer on administrative matters on an as needed basis.

B. Choice represents that it possesses the qualifications, experience and expertise to provide such services.

NOW, THEREFORE, in view of the foregoing and the covenants contained herein, the parties mutually agree as follows:

1. Services: Choice will provide services to the City as set forth in the Program of Services attached hereto as Exhibit "A" and incorporated herein by reference. Any services proposed or requested in additional to those included herein must be agreed to in writing by the parties. All services provide by Choice shall be performed to the highest quality professional standards of diligence and skill, and in compliance with all applicable laws of City, state and federal governments.

2. Compensation: City agrees to pay Choice, as full compensation for the services to be performed pursuant to this Agreement, the amount set forth in the Fee Schedule attached hereto as "Exhibit B" and incorporated herein by reference. Compensation under this Agreement shall not exceed $18,500 per fiscal year (July 1st to June 30th) absent a written amendment to this Agreement. Notwithstanding the foregoing, compensation under the Initial Term as defined in Section 3, shall not exceed $15,000. In no event shall the total compensation payable to Choice under this Agreement, including all renewal terms, exceed $52,000. Choice shall not be entitled to any additional compensation for expenses except by prior written authorization of City. City agrees to pay Choice monthly for services performed under this Agreement within thirty (30) days of receipt of an invoice from Choice in a format approved by the City Manager. Choice shall accompany each invoice for payment with a written report containing the following information: Cases opened, name of clients, nature of dispute, referral source, disposition of dispute, information and referrals, as well as outreach activities including meetings with City staff, community groups and agencies. For any information in the report that is prepared for the purpose of, in the course of, or pursuant to a mediation or a mediation consultation under California Evidence Code § 1119, Choice shall obtain written consent from all mediation participants prior to disclosure, authorizing such disclosure to the City. Such consent must specifically identify the information or materials to be disclosed and be signed by all participants.

3. Term: The term of this Agreement shall commence on September 17, 2025, and expire June 30, 2026, unless otherwise terminated as provided herein (“Initial Term”). Thereafter, this Agreement shall automatically renew for subsequent one-year terms, up to a maximum of two years (each a “Renewal Term”), with each Renewal Term commencing on July 1 and expiring

on June 30 of the following fiscal year, unless the City Manager or designee provides written notice of nonrenewal at least fifteen (15) days prior to the expiration of the current term. Such written notice of nonrenewal shall be deemed valid if executed by the City Manager or designee. The total duration of the Agreement, including renewals, shall not continue beyond June 30, 2028. This Agreement may be extended by mutual agreement in writing by City and Choice.

4. Status of Choice as Independent Contractor: Choice is an independent contractor in all respects in the performance of this Agreement and shall not be considered an employee of the City for any purpose. City shall not assume any liability for payment of any salaries, wages or compensation, including for injury or sickness, to any Choice personnel or subcontractor(s) performing services under this Agreement, and such personnel or subcontractor(s) shall have no right to any City service, status or benefit under this Agreement.

5. Liability: Choice agrees to indemnify, defend and hold harmless City, its officials, officers, agents, employees, and representatives from and against all claims, liabilities, damages, causes of action or judgments (including reasonable attorney fees and costs of suit) arising from Choice's willful misconduct, negligent actions or omissions during its performance of services under this Agreement. Choice further agrees at its expense to procure and maintain in effect during the term of this Agreement a policy of comprehensive commercial liability insurance from a carrier approved by City with limits of liability not less than $1,000,000 each occurrence, $2,000,000 aggregate protective and contractual, and $2,000,000 aggregate products, which policy shall name City and its officers, employees and agents as additional insureds and not be subject to cancellation absent thirty days advance notice to City. Insurer shall have an A.M. Best's rating of not less than A- VII unless otherwise approved by City.

6. Subcontracts: Any subcontracts entered into by Choice for services to be rendered under this Agreement shall be for Choice's benefit alone and, as such, shall be its responsibility with no liability resting on City. Choice shall ensure that all subcontractors comply with the terms of this Agreement.

7. Default: In the event that Choice is in default under the terms of this Agreement, it is expressly agreed that City, after providing a reasonable opportunity to cure the default, shall have no obligation or duty to continue compensating Choice for any work performed after the date of the default.

8. Mediation of Disputes: The parties agree that in the event a dispute arises in the performance of this Agreement, prior to commencing litigation the parties shall agree to mediate their dispute. The parties shall mutually agree upon the selection of the mediator of any and all disputed claims.

9. Reimbursement: Each party agrees that in the event of a court determination that a party is in material default in the performance of this Agreement, the defaulting party will reimburse the non-defaulting party for all expenses (including reasonable attorney's fees) incurred by such non-defaulting party in connection with enforcement of its rights by such non-defaulting party in connection with enforcement of its rights under this Agreement.

10. Conflict of Interest: Choice shall avoid activities that may result in a conflict of interest in fact or the appearance of a conflict of interest relating to its performance under this Agreement.

11. Notices: Notices shall be given pursuant to this Agreement on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

    City: City of Redondo Beach
    Office of the City Attorney
    415 Diamond Street
    Redondo Beach, CA 90277
    Attention: Joy A. Ford, City Attorney

    Choice: Choice Mediation
    P.O. Box 58
    Redondo Beach, CA 90277
    Attention: Coleen Berg

    The notices shall be deemed to have been given as of the date of personal service, or as of the date of deposit of the same in the custody of the United States Postal Service.

12. Amendments: This Agreement may be amended so long as such amendment is agreed upon in writing by City and Choice.

13. Termination: Either City or Choice may terminate this Agreement without cause so long as written notice of intent to terminate is given by the other party at least thirty (30) days prior to the termination date. Upon receipt of a termination notice by City, Choice shall promptly discontinue all services affected (unless the notice directs otherwise), and shall promptly deliver to City all data, reports, summaries and such other information and materials as may have been accumulated by Choice in the performance of this Agreement, whether completed or in progress. Choice shall be entitled to reasonable compensation for the services it performed up to the date of termination.

14. Assignment: Choice shall not assign, transfer, or delegate any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the City. Any attempted assignment, transfer, or delegation without such consent shall be null and void.

15. Entire Agreement: This document constitutes the entire Agreement between the parties and there are no other agreements, expressed or implied, except as provided in this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, that City has by action of its City Council authorized this Agreement to be executed for an on behalf of the City of Redondo Beach by the Mayor and that Choice has caused same to be executed by its Sole Proprietor.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

CHOICE MEDIATION,
a Sole Proprietorship

DocuSigned by:
Coleen Berg
09C3C75244544EC...
_____
Coleen Berg, Sole Proprietor

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT A
CHOICE MEIDATION
PROGRAM OF SERVICES

The following services will be provided by CHOICE MEDIATION to the City of Redondo Beach.

About the Provider: Choice Mediation is a Sole Proprietorship, owned and operated by Coleen Berg, Mediator. Coleen Berg will act as an impartial mediator to assist participants in compromising, settling and/or resolving issues and to aid them in resolving any conflicts or disputes which may arise during the course of this mediation.

Resolution Services: Choice Mediation will provide mediation and facilitation services to the residents of Redondo Beach at the City's request. Services can include, but not limited to, view related issues, neighbor-to-neighbor, noise nuisance, property use/condition. This process may include phone consultation, face-to-face or a combination of both. The goal of the process is to assist participants to reach a mutually agreed upon resolution that results in either a verbal agreement or written. Every effort will be made by the mediator to help residents reach a resolution; the final product is the result of the participants efforts. The mediator is not Party to any agreements, and shall have no responsibility or liability for any costs or damages that arise out of said agreement. Additional services can be discussed upon request.

Confidentiality: Mediation is a confidential process and protected by the California Evidence Code. If requested by the City, documents can be provided if permission is given by all participants. Upon completion of the process the mediator is authorized to provide the City with the following information: 1- if all parties participated in good faith, and 2- if there was a mutually agreed upon resolution achieved.

Monitoring and Evaluations: The City will monitor and evaluate the performance of the Choice's services and activities and will have access and other documents related to the Choice's performance except as they may be protected by the California Evidence Code. During such a review, the confidentiality of persons utilizing the Choice's services shall be respected. These evaluation reviews will focus on the effectiveness of the Choice's program, the impact of its services on the community, and the extent to which the Choice's services address the concerns and priorities of the City.

Contact Person: Coleen Berg, choice Mediation PO Box 58, Redondo Beach, CA 90277. Phone 310-512-6078. Email choicemediation@yahoo.com. Web site www.choice-mediation.com.

EXHIBIT B

FEE SCHEDULE

$165 per hour with a not to exceed amount of $18,500.00 per fiscal year.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/18/25

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.

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PRODUCER COMPLETE EQUITY MARKETS INC 1190 Flex Court Lake Zurich, IL 60047 dba Complete Equity Markets Insurance Agency, Inc. (CASL#0D44077)	CONTACT NAME: COMPLETE EQUITY MARKETS, INC PHONE (A/C, No, Ext): (847)541-0900 FAX (A/C, No): (847)541-0444 E-MAIL ADDRESS:
INSURED Coleen Berg/Choice Mediation 4703 Merrill Street Torrance, CA 90503	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Underwriters at Lloyd's, London — 15792 INSURER B : National Specialty Insurance Company — 22608 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	X		1500483	07/01/25	07/01/26	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ EXCLUDED $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability	X		JQF1805057	11/01/24	11/01/25	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all terms, conditions, exclusions and endorsements of each respective policy. The City of Redondo Beach, CA, is listed as an Additional Insured but only per the terms & conditions of the endorsement generated for each respective policy and subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER

The City of Redondo Beach, CA
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lawrence T.P. Molloy

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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
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AUTHORIZED REPRESENTATIVE

Lawrence T.P. Molloy

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Administrative Report

H.17., **File #** 25-1291 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

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

EXECUTIVE SUMMARY

On April 29, 2025, the City Council held a strategic planning session to discuss and update the City's Strategic Plan. At the session, the Mayor and City Council considered recent accomplishments, completed a strengths, weaknesses, opportunities, and threats (SWOT) analysis, evaluated and adjusted the previously established three-year goals, and listed specific objectives for the upcoming 10-month period. On June 10th, the City Council reviewed the draft objectives, added a few additional items that are incorporated in the attached matrix, and adopted the Plan. This report provides the third update to the current Strategic Plan.

BACKGROUND

The City has been committed to a strategic planning process since 1998, a process that focuses staff resources on achievable policy goals and objectives set by the City Council. On April 1, 2025, the Council approved an updated contract with Leading Resources Inc. for consulting services to facilitate the City's Strategic Planning Session on April 29, 2025.

During the session, the Mayor and City Council discussed the City's prior accomplishments, evaluated and adjusted the previously established three-year goals, and identified the objectives for the new plan.

The three-year goals (2025-2028), which serve as the overarching framework for the Strategic Plan, were updated and now identify more specific Goals that are organized under five Priority Areas:

Priority Area 1: Economic Vitality

- Goal 1.1 Enhance the Waterfront
- Goal 1.2: Revitalize Artesia Boulevard
- Goal 1.3: Position Redondo Beach as a Destination for Business Investment
- Future Goal 1.4: Revitalize the Pacific Coast Highway Corridor

Priority Area 2: Public Safety and Community Well-Being

- Goal 2.1 Implement Measure FP (Reconstruct City Fire and Police Facilities)
- Goal 2.2: Strengthen the City's Mental Health Response and Community Support Systems

- Goal 2.3: Further Enhance the City's Approach to Addressing Homelessness
- Goal 2.4: Continue to Leverage Technology to Enhance Public Safety, Emergency Response, and Community Resilience

Priority Area 3: Infrastructure and Public Spaces

- Goal 3.1: Rehabilitate City Roads and Critical Public Facilities
- Goal 3.2: Expand and Enhance Public Spaces, Amenities, and Programs
- Goal 3.3: Enhance Alternative Transportation Options
- Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall

Priority Area 4: Customer-Centered Service Delivery

- Goal 4.1: Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services

Priority Area 5: Community Stewardship

- Goal 5.1: Advance Environmental Sustainability and Climate Resilience
- Goal 5.2: Preserve and Promote the City's Historic Resources and Neighborhood Character

The objectives have been drafted to ensure that they are specific and quantifiable, identify the various Departments that will be responsible for their completion, and establish target execution dates.

The City Manager's Office provides monthly updates on the adopted ten-month objectives to enable the Mayor and Council to monitor the City's progress on the Strategic Plan. The attached matrix includes updates and notations provided by the Department(s) responsible for each objective. This is the third update provided for this iteration of the Strategic Plan.

COORDINATION

The ten-month objectives are completed by the assigned Department(s).

FISCAL IMPACT

Funds for activities related to the Strategic Plan are included in the City's annual budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- September 16, 2025 Strategic Plan Update

City of Redondo Beach Strategic Plan

Three-Year Priority Areas & 10-Month Objectives

June 2025 – March 2026

CM= City Manager **ATCM**=Assistant to City Manager **CD**=Community Development **CS**=Community Services **FD**=Fire Department **FS**=Financial Services **HR**=Human Resources **IT**=Information Technology **LIB**=Library **PD**=Police Department **PW**=Public Works **WED**=Waterfront and Economic Development **CA**=City Attorney **CC**=City Clerk **CT**=City Treasurer

Priority Area 1: Economic Vitality

Goal 1.1 Enhance the Waterfront

#	When	Who	Objectives	Done	On Target	Revised	Notes
1	March 1, 2026	WED/PW	Investigate the options and costs associated with improving the Pier Parking Structure to allow for redevelopment.		X		
2	July 15, 2025	WED	Identify strategies to proactively market and lease the identified commercial opportunity sites in the Harbor and Pier area.	X			Staff appeared before the City Council during the July 8 and August 12 closed session agendas to discuss the strategies.
3	September 1, 2025	WED	Complete the pre-design engineering studies needed to construct the new public boat launch and present the results to the City Council for review.		***X***		***Staff has set up meetings with each individual Councilmember to share the results of the studies during the weeks of September 8 and September 15.***
4	December 31, 2025	WED, PW	Complete the entitlement approval process for all phases of the Seaside Lagoon Rehabilitation Project and complete the plans and specifications for Phase 1 of the project needed for the Coastal Development Permit.			***X***	***Local consideration of approval of the Lagoon's CDP and phase one construction plan set is on schedule. Coastal Commission review and approval is still TBD.***
5	October 1, 2025	WED, CD	Identify the process and cost to consider adjusting the Local Coastal Program requirements for King Harbor Marina parking.		***X***		***Staff met with a parking consultant (Fehr & Peers) on September 9th to request a quote for a parking study. Staff anticipates receiving the quote before the end of September.***
6	March 1, 2026	FD, PD, CA, WED	Research policy options and prepare a draft Safety Ordinance for rental watercraft in King Harbor.		X		
7	September 1, 2025	WED	Complete consideration of the preliminary Marine Mammal Center/Waterfront Education Center Property Use and Fundraising Agreement.		***X***		***The Option Agreement was drafted and sent to the Marine Mammal Care Center for review and feedback in early July. Staff met with representatives of MMCC on September 4th to answer questions and walk-through the document. MMCC anticipates submitting comments/redlines for City consideration by September 18th.***
8	October 1, 2025	WED, FD	Present a report to the City Council comparing the City's harbor/marine management operating model/organizational structure to others.			***X***	***Staff anticipates the presentation to occur at a City Council meeting in November/December.***

9	October 1, 2025	WED	Prepare a report to discuss the options and process to remove the former Gold's Gym site from the Harbor Tidelands.			***X***	***Staff anticipates bringing this as a Closed Session item in October.***

Goal 1.2: Revitalize Artesia Boulevard

#	When	Who	Objectives	Done	On Target	Revised	Notes
10	October 1, 2025	CD	Complete the policy discussions for adjusting the FAR Ratio and implementing property investment incentives along the Artesia/Aviation Corridor, in conjunction with the General Plan Phase 2 Update.	X			The policy discussion was held by the City Council on August 5, 2025. The Council directed staff to prepare an ordinance allowing up to 1.5 FAR along Artesia/Aviation.
11	September 1, 2025	CD	Provide a report to the City Council detailing the impact the changes made to Artesia Blvd parking regulations are having on business reinvestment in the area.	X			On August 5, the City Council directed staff to prepare an ordinance that would eliminate commercial parking requirements along Artesia. The draft ordinance will be reviewed by the Planning Commission in September, and will return to City Council for consideration of adoption in late early October.
12	December 31, 2025	CS, WED, PW	Provide a status report on the public art procurement effort on Artesia Blvd. by the City's newly-hired art consultant.		X		The first phase of stakeholder interviews is underway.
13	October 1, 2025	CD	Provide a report to the City Council on the process to study and consider implementing rooftop dining; lot merger incentives that would encourage property reinvestment/revitalization; and options to enhance the quality of business signage along the boulevards.			***X***	***These items are trailing the Ordinance modification discussion to reduce parking requirements along the boulevards.***

Goal 1.3: Position Redondo Beach as a Destination for Businesses Investment

#	When	Who	Objectives	Done	On Target	Revised	Notes
14	November 1, 2025	WED, CD, ATCM, MAYOR+ COUNCIL SUBCOMM.	Convene an Economic Development Working Group to help recruit/retain businesses and assist staff in identifying and analyzing conditions/regulations/processes that exist in the City that may impede business reinvestment and report the preliminary results to the City Council.		X		
15	December 31, 2025	CD, WED	Support proactive development in the City with a focus on business retention and enhancing marketing efforts and outreach to potential businesses and provide a report to the City Council on the status of these efforts.		X		
16	March 1, 2026	MAYOR, WED, CD, ATCM	Create a Major Events working group to pursue opportunities and attract activities associated with the 2026 World Cup and LA28 Olympics, as appropriate.		X		Marketing material revisions are in progress and will be shared once finalized.

Future Goal 1.4: Revitalize the Pacific Coast Highway Corridor

Priority Area 2: Public Safety and Community Well-Being

Goal 2.1 Implement Measure FP (Reconstruct City Fire and Police Facilities)

#	When	Who	Objectives	Done	On Target	Revised	Notes
17	August 1, 2025	ATCM	Complete selection of the firm to serve as the City's Owner's Representative and Bond Program Manager and present the contract to City Council for consideration of approval.	X			An Agreement with Griffin Structures was approved by Council on July 15, 2025.
18	March 1, 2026	FIN, ATCM, PW, IT, PD, FD, CT	Following selection of the Owner's Representative and Bond Program Manager, work with the City's Municipal Financial Advisor to develop a strategy to appropriately time the City's bond issuance to complete the projects included in Measure FP.		X		PRAG is standing by to advise the City as the funding needs and project schedule are developed in the Strategic Planning phase of Measure FP implementation.
19	March 1, 2026	ATCM, CA	Prepare the selection guidelines and resolution to form a Citizens Oversight Committee to review bond-related expenditures.		X		
20	July 1, 2025	PW, PD	Complete the studies/design work needed to prepare the federal grant application for funding to replace the City's Police Shooting Range and engage appropriate outside/partnership agencies, pending release of the notice of funding opportunity.	***X***			***City was notified that the application was not selected for the grant for this Cycle. Efforts to identify alternative grant funding options are underway.***

Goal 2.2: Strengthen the City's Mental Health Response and Community Support Systems

#	When	Who	Objectives	Done	On Target	Revised	Notes
21	September 1, 2025	CA, FD, PD	Present a report to the City Council on the City's efforts to utilize grant funding to hire/procure a mental health clinician to provide targeted response to mental health-related incidents in the City.	***X***			***Report was presented to Council on 9/2 and an agreement with Clear was approved on 9/9.***
22	August 1, 2025	CA, FD, PD	Explore partnership with Hermosa Beach that would pool resources to enhance the City's ability to respond to mental health issues.	***X***			***The City of Hermosa Beach has agreed to Partner with the City to improve the City's ability to respond to mental health issues.***

Goal 2.3: Further Enhance the City's Approach to Addressing Homelessness

#	When	Who	Objectives	Done	On Target	Revised	Notes
23	March 1, 2026	PW, CA	Complete construction of the pallet shelter expansion project.		***X***		***Plans and Specifications for the project were approved on August 19th.***
24	March 1, 2026	CS	Explore options to secure funding to support family supportive housing and report back to the City Council.		X		
25	August 1, 2025	CS	Develop a program to implement foster youth vouchers and report back to the City Council.	X			The Housing Authority approved the program agreement with Department of Children and Family Services at the June 17, 2025 Council meeting.

Goal 2.4: Continue to Leverage Technology to Enhance Public Safety, Emergency Response, and Community Resilience

#	When	Who	Objectives	Done	On Target	Revised	Notes
26	March 1, 2026	PD	Update the City's Drone First Responder agreement with Aerodome after the company obtains the FAA certificate waiver for autonomous drone use.		X		

27	October 31, 2025	IT, PD	Investigate options to modernize the City video camera platform and consolidate existing systems.		***X***		***A new camera platform has been selected and purchased. The jail camera installation and system consolidation is scheduled for the week of September 15. Staff have met internally to discuss updating the administrative policy and procedures (APP) for City security cameras. Staff plan to present an item to Council at a meeting in October or November to discuss the City's APP and security camera inventory.***
28	February 1, 2026	FD, IT	Complete additional research on the functionality and costs associated with implementing the Tablet Command Application for the Fire Department.	***X***			***The product assessment is complete and Tablet Command was identified as the most suitable product available at this time. Negotiations with Tablet Command in another City Department yielded unfavorable contract terms, with the vendor unwilling to yield. Staff is recommending Council budget for the tool in the coming fiscal year and assuming funding is available, reopen negotiations with Tablet Command or pursue a suitable competing product.***

Priority Area 3: Infrastructure and Public Spaces

Goal 3.1: Rehabilitate City Roads and Critical Public Facilities

#	When	Who	Objectives	Done	On Target	Revised	Notes
29	December 31, 2025	PW	Identify the cost and process to inventory the condition of City facilities for future implementation of an asset management system.		X		Staff is exploring software providers and costs.
30	December 1, 2025	PW, ATCM	Pursue grant funding for energy-related infrastructure improvements.		X		Staff continues to explore opportunities to secure grant funding.
31	March 1, 2026	PW	Research and provide a report to Council on the options to enhance the City's Street rehabilitation program.		X		

Goal 3.2: Expand and Enhance Public Spaces, Amenities, and Programs

#	When	Who	Objectives	Done	On Target	Revised	Notes
32	April 1, 2026	CS, PW	Execute the Wilderness Park Master Plan as funded.		***X***		***Construction on the Lower Pond Repair project began on August 18, 2025. Four educational signs were installed in the park and unveiled on August 25, 2025.***
33	October 1, 2025	CS, PW	Complete conceptual design of the Franklin Park playground improvements.		X		The Franklin Park All-Abilities Playground Working Group held meetings on June 9 and July 17, 2025. Playground amenities were discussed and selected. Staff has applied for, and has received, a National Parks and Recreation Society Grant that will cover 50% of the cost for the playground equipment. Designs for the playground equipment are underway and staff is in conversations with the LA Kings to understand where they can assist with ramps and other accessibility elements of the playground.
34	November 1, 2025	CS/PW	Explore options to add signage to Ito Park that draws inspiration from signage found in America's National Parks.		X		Staff has received information from Public Amenities Commission members regarding signage language used by the FDR Presidential Museum. Staff has reached out to

							the Museum for information, and the City has been granted permission to copy the historical content for signs.
35	December 31, 2025	CS	Enhance available programming in the City's Teen Center.		X		Staff is procuring the amenities identified by the Youth Commission and teen survey. Teen Center opening is on target for September 2025, with programming developed based on teen feedback.
36	November 1, 2025	CM, ATCM, FS	Provide a report on the status of negotiations with RBUSD regarding shared service and facility agreements.		***X***		***A negotiation update is scheduled for closed session discussion on September 16, 205.***
37	January 1, 2026	ATCM	Research and provide Council with a report regarding the next steps to implement a licensing agreement to produce and market City-branded apparel using the updated City logo.		X		
38	October 1, 2025	ATCM	Prepare a report for Council to discuss the process and cost associated with updating the City flag with the new logo and also incorporating the logo on other City-maintained flags and banners.		***X***		***Report to be presented at the October 7, 2025 Council Meeting.***

Goal 3.3: Enhance Alternative Transportation Options

#	When	Who	Objectives	Done	On Target	Revised	Notes
39	January 1, 2026	PW	Award the construction contract to implement the City's Local Travel Network (LTN).		***X***		***Project scheduled to go out to bid on September 18th with a tentative bid opening on October 16th.***
40	December 1, 2025	PW	Develop a strategy to deploy available funding for bike lane repainting to enhance bicycle safety and provide a report on the status of the City's implementation of the Bicycle Master Plan.		***X***		***Discussion item tentatively scheduled for the November 18th Council meeting***
41	December 1, 2025	PW	Provide a report to the City Council on the status of the City's active transportation and micro-mobility projects included in the CIP.		***X***		***Discussion item tentatively scheduled for the November 18th Council meeting***
42	February 1, 2026	CS	Analyze BCT routes and determine if there are other route options that could enhance youth ridership.		X		

Future Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall

Priority Area 4: Customer-Centered Service Delivery

Goal 4.1: Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services

#	When	Who	Objectives	Done	On Target	Revised	Notes
43	January 1, 2026	CC, IT	Work with Departments to determine the records and processes that can be digitized in order to improve operations and meet retention and disposition requirements. Develop a plan to digitize City records, make them more easily accessible to the public, and provide a progress report to the City Council.		***X***		***Digitization of forms is in progress for the Finance Department and City Clerk's Office. Staff are currently exploring tools leveraging AI to aid in document classification and metadata gathering. Initial meetings with each department are being held.***
44	March 1, 2026	CC, IT	Research software options to improve the workflow for public records act requests.		***X***		***Product selection is complete. Staff is beginning negotiations for a contract with implementation scheduled to begin in the first quarter of 2026.***
45	February 1, 2026	CC, IT, ATCM	Complete implementation of the new Agenda Management System to streamline internal operations and provide for enhanced agenda forecasting.		***X***		***The implementation of the new Agenda Management System is underway. Currently scheduled to go-live Q4, 2025 or Q1 2026.***
46	September 1, 2025	IT, ATCM	Develop a plan to prioritize and implement new online processes to improve the functionality of the City website and enhance service delivery, including the possible use of AI.	X			The website went live with an AI Chat Bot/AI Search on June 30, 2025. Staff continue congoing effort to improve search results through content updates.
47	March 1, 2026	IT, ATCM	Implement the Access Redondo App update and make it easier for community members to submit customer requests.		***X***		***The contract has been approved by Council. Staff is currently awaiting scheduling of the upgrade with Comcate, with a tentative project kickoff in the fourth quarter of 2025.***

Priority Area 5: Community Stewardship

Goal 5.1: Advance Environmental Sustainability and Climate Resilience

#	When	Who	Objectives	Done	On Target	Revised	
48	November 1, 2025	PW	Inventory the City's tree canopy and present a discussion item to the City Council to determine the best strategies to enhance the tree canopy in the future.		***X***		***Discussion item is tentatively scheduled for the October 21, 2025 Council Meeting.***
49	January 1, 2026	PW	Select and hire a consultant needed to study and update the City's Sewer System Management Plan.	X			A contract amendment was approved on July 15, 2025. The SSMP will be presented to Council by June 2026.
50	February 1, 2026	ATCM, PW	Continue to advance efforts to install additional EV charging stations throughout the City.		X		Staff continues to explore opportunities to secure grant funding.
51	September 1, 2025	WED	Provide a status report on the City's California Coastal Commission LCP Local Assistance Grant Program grant application, including climate resiliency.		***X***		***The status report is scheduled to appear on the September 16th City Council consent agenda.***

Goal 5.2: Preserve and Promote the City's Historic Resources and Neighborhood Character

#	When	Who	Objectives	Done	On Target	Revised	Notes
52	November 1, 2025	CD, CA	Provide a report to the City Council on possible updates to the City's Historic Preservation Ordinance.				
53	March 1, 2026	CD	Prepare a contract for completion of a Citywide Historical Resources Survey and present it to the City Council for consideration of approval.				
54	October 1, 2025	CD	Review and present options to Council related to updating parking regulations in the Riviera Village as part of a larger discussion regarding preferred business uses in the Village.				

Administrative Report

J.1., **File #** 25-1283 **Meeting Date:** 9/16/2025

TITLE

For eComments and Emails Received from the Public

Administrative Report

M.1., **File #** 25-1286 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: JAMES A. LIGHT, MAYOR
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS AND VARIOUS REDONDO BEACH MUNICIPAL CODE SECTIONS PERTAINING TO CITY BOARDS AND COMMISSIONS

REVIEW AND PROVIDE DIRECTION ON THE DRAFT RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, INCLUDING UPDATES TO MEETING AGENDAS AND SCRIPTS FOR MEETING CHAIRS TO ADDRESS DISRUPTIONS TO PUBLIC MEETINGS

REVIEW AND PROVIDE DIRECTION ON DRAFT ORDINANCES TO UPDATE THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE UNIFORM REGULATIONS OF COMMISSIONS, PUBLIC WORKS AND SUSTAINABILITY COMMISSION, HARBOR COMMISSION, PLANNING COMMISSION, BUDGET AND FINANCE COMMISSION, CULTURAL ARTS COMMISSION, PUBLIC AMENITIES COMMISSION, AND HISTORIC RESOURCES PRESERVATION

EXECUTIVE SUMMARY

This item was continued for discussion from the September 9, 2025 regular City Council meeting. It provides an opportunity for the Council to further discuss edits to Draft Rules of Conduct and Decorum for City Council and Commission Meetings presented by the Mayor on September 2, 2025, as well as redline edits to existing Redondo Beach Municipal Code (RBMC) sections provided by Mayor Pro Tem Behrendt on September 9. These documents include:

- New and Further Revised Draft Rules of Conduct and Decorum for City Council and Commission Meetings, including additional edits following the September 9, 2025 version presented by Mayor Pro Tem Behrendt (to be delivered as a Blue Folder Item)
    - A Model Agenda for City Council and Commission Meetings (to be delivered as a Blue Folder Item)
    - Scripts for Chairs to address disruptions to public meetings (to be delivered as a Blue Folder Item)

- Redlined RBMC Sections comparing the version presented on September 9, 2025 by Mayor Pro Tem Behrendt to an updated draft:
    - Uniform Regulation of Commissions

  - Public Works, Traffic, Safety, And Sustainability Commission
  - Harbor Commission
  - Planning Commission
  - Budget and Finance Commission
  - Cultural Arts Commission
  - Public Amenities Commission
  - Historic Resources Preservation

- Redlined RBMC Sections comparing the existing RBMC sections to an updated draft from Mayor Pro Tem Behrendt:
  - Uniform Regulation of Commissions
  - Public Works, Traffic, Safety, And Sustainability Commission
  - Harbor Commission
  - Planning Commission
  - Budget and Finance Commission
  - Cultural Arts Commission
  - Public Amenities Commission
  - Historic Resources Preservation

At this time, staff recommends the City Council discuss the updated documents and provide further input and direction.

BACKGROUND

The “Rules of Conduct for the City Council” were last updated in April 2022. Through the 2022 strategic planning process the Council added an objective to review the Code of Conduct for Commissioners and present recommendations to the City Council. No action was ultimately taken to change the Rules of Conduct.

At the March 2023 Strategic Planning meeting, the Council updated the objective to “update the Code of Conduct Policy for City Council and Commissioners…and present the revised policy to City Council for consideration and approval.” Subsequent to the establishment of this objective, the Council expressed concerns with three main items:

- City Council and Commissioner civility
- Definitively bounding the scope of commissions
- Establishing the means to control public disruptions

On April 1, 2025, the former City Attorney, Michael W. Webb, advised that the City Council never adopted comprehensive rules for the conduct of public meetings. Thus, when the Council asked for procedural guidance, the City Attorney could only opine on how the Council acted historically, or based on common procedural rules that were never formally adopted. The City Attorney closed with the recommendation to pursue the adoption of a tailored version of Rosenberg’s Rules of Order, with Mayor Light volunteering to lead the drafting effort.

While researching the item, multiple resources were provided to the Mayor that impacted the initial recommendations. These included:

- The existing Rules of Conduct for City Council Meetings
- The Commissioner Handbook
- The Municipal Code and Charter
- The Agenda Instructions
- Several documents previously generated by staff but never acted upon
- City of Gardena scripts related to dealing with unruly members of the public
- Rosenberg's Rules of Order

The Project Objectives are depicted in first column of Figure 1 and the Existing Documentation is depicted in the second column.

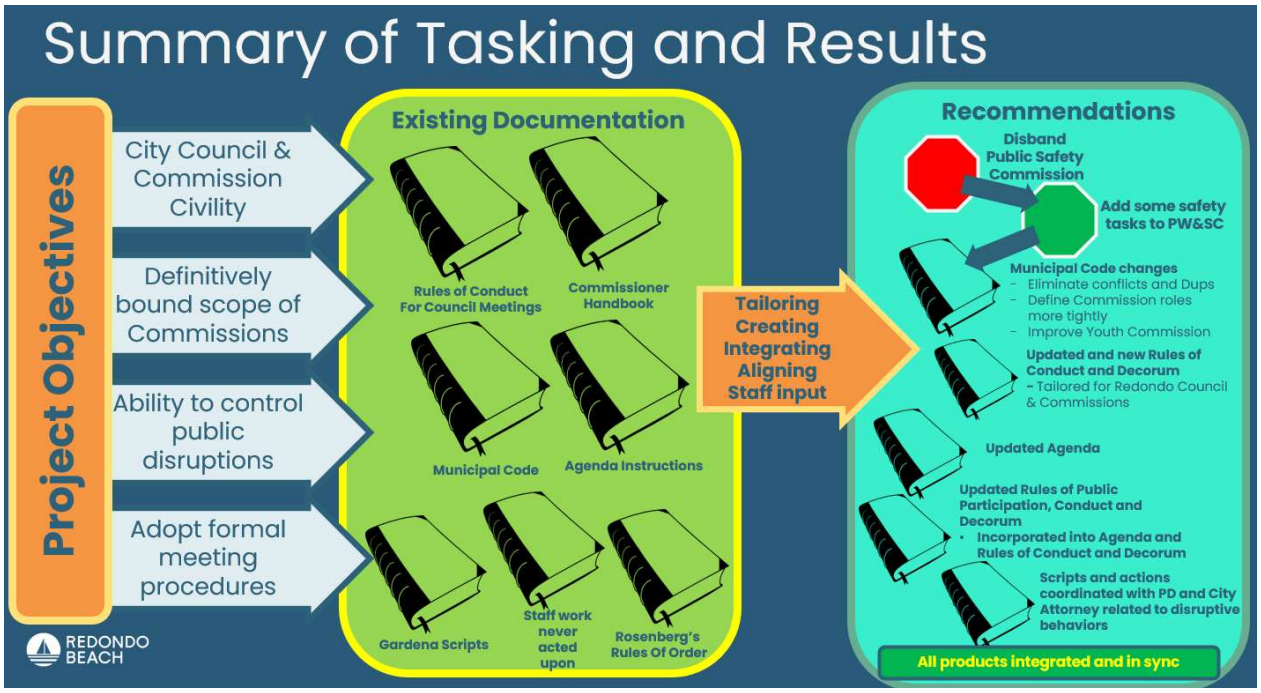

Figure 1: Tasking Overview

Mayor Light subsequently made efforts to address each project objective. During this process, the existing documentation was found to contain some conflicting, or outdated, information, and some of Council's Project Objectives were not addressed.

As a result, the task expanded to ensure that all of the policy documents were aligned and complimentary and that new policies were defined to address the stated objectives. The resulting Recommendations (Column 3 of Figure 1) and documentation includes:

- Updates to and expansion of the Rules of Conduct embodied in the draft "City Council Rules of Conduct and Decorum," which includes the conduct of Commissioners and members of the public
- A draft update to the standard Agenda that includes additional Rules of Conduct for members of the public
- Scripts to address situations with disruptive members of the public

- Recommended updates to the RBMC

As the project progressed, several recommendations required immediate action by the City Council to align with the commencement of the Commissioner appointment process in June of 2025. As a result, the Council has already enacted recommended changes to the Youth Commission and dissolve the Public Safety Commission. The expanded draft Rules for Public Participation have also been posted at each subsequent City Council meeting. The Mayor has also utilized draft scripts to introduce and define the steps that should be taken when members of the public are disruptive. These rules and scripts were reviewed by the Police Chief, the City Attorney, and the City Manager prior to public posting and can be amended by the City Council as part of this item, if desired.

As a result of the disbandment of the Public Safety Commission, the Mayor added the safety related tasks brought up by the Council to the scope of the amended ordinance for the Public Works and Sustainability Commission.

The documents were presented to Council following review by the City Attorney's Office and appropriate Commission liaisons. The documents were then reviewed by the City Council Subcommittee and are now being presented to the Council for review and direction. In addition to providing input on the draft documents, the Mayor also requested that the Council provide guidance on the following items:

- Start times for Closed Session and Open Session Meetings
- Appropriate metric for Commissioner attendance (4 absences over the preceding 12-month period is currently included)
- Council's desire to allow for continued electronic public participation

These items were initially discussed by the City Council on September 2, 2025, and again on September 9, 2025. The discussion was continued to the September 16, 2025 meeting. This item provides an opportunity for the Council to consider the redlined changes to the documents proposed by Mayor Pro Tem Behrendt, in consultation with the Mayor, and to provide further direction on their final preparation and future consideration of adoption.

COORDINATION

The drafted documents were coordinated with Mayor Pro Tem Behrendt, the Mayor, City Manager's Office, the City Attorney's Office, and the applicable Commission liaisons.

FISCAL IMPACT

There is no fiscal impact associated with the proposed changes.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

Versions Comparing the September 9, 2025 Version to an Updated Draft:

- RBMC - Chapter 9, Article 1 - Uniform Regulations

- RBMC - Chapter 9, Article 4 - Public Works and Sustainability Commission
- RBMC - Chapter 9, Article 7 - Harbor Commission
- RBMC - Chapter 9, Article 10 - Planning Commission
- RBMC - Chapter 9, Article 13 - Budget and Finance Commission
- RBMC - Chapter 9, Article 14 - Public Art Commission
- RBMC - Chapter 9, Article 15 - Public Amenities Commission
- RBMC - Chapter 10, Articles 1-8 - Historic Resources Preservation

Versions Comparing the Existing RBMC Sections to an Updated Draft:

- RBMC - Chapter 9, Article 1 - Uniform Regulations
- RBMC - Chapter 9, Article 4 - Public Works and Sustainability Commission
- RBMC - Chapter 9, Article 7 - Harbor Commission
- RBMC - Chapter 9, Article 10 - Planning Commission
- RBMC - Chapter 9, Article 13 - Budget and Finance Commission
- RBMC - Chapter 9, Article 14 - Public Art Commission
- RBMC - Chapter 9, Article 15 - Public Amenities Commission
- RBMC - Chapter 10, Articles 1-8 - Historic Resources Preservation

Also Included

- Administrative Report - City Council, September 9, 2025
- Administrative Report - City Council, September 2, 2025

Proposed Amendments to RBMC Ordinance re Uniform Regulations of Commissions

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 1, SECTIONS 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.106 and 2-9.107, AND ADDING SECTIONS 2-9.110 AND 2-9.111 AND DELETING IN ITS ENTIRETY SECTION 2-9.108 PERTAINING TO UNIFORM REGULATIONS OF COMMISSIONS

[RECITALS]

COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.100 is hereby amended to read as follows:

"§ 2-9.100 Appointment and terms of members.

(a) The members of each board and commission shall serve for a term of four years, commencing October 1 and ending September 30 or as soon thereafter as his or her successor is appointed and qualified.

(b) The members of each board and commission shall be appointed by the Mayor, subject to confirmation by the City Council, within 60 days after the expiration of the four-year term or within 60 days after a vacancy occurs. If the Mayor shall have failed to make an appointment within such period, any member of the City Council may nominate an eligible person to fill such vacancy. Four affirmative votes of the City Council to appoint such nominated person shall result in the appointment. Any appointment to fill an unexpired term shall be for such unexpired period.

(c) A term of four years is a full term and a term of less than four years is a partial term. No person shall serve ~~more than two full terms~~ on the same board or commission after serving two full terms on that board or commission. If a person serves a partial term that exceeds two years, or serves more than one partial term that cumulatively exceeds two years, (excluding any leap day), it shall be considered a full term for the purpose of this provision. ~~The length of previous and current terms of appointment, including partial terms, shall be aggregated and counted for the purpose of applying this provision to determine eligibility for future appointments.~~ No member of a board or commission shall serve simultaneously on more than one board or commission, or as an elected or appointed official, or City employee, of the City of Redondo Beach.

(d) If a section related to the appointment and terms of members of a specific commission differs from this section, the section related to the appointment and terms of members of the specific commission shall prevail."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.101 is hereby amended to read as follows:

"§ 2-9.101 Organization meetings, chairperson, meeting cancelations.

(a) Each board or commission shall meet as soon after the first day of October of every year as practical for the purpose of organizing. At such organization meeting, or in the first meeting after a vacancy in the chairperson or vice chair position is declared, the boards and commissions shall organize themselves by electing one of its members to serve as chairperson and one member to serve as vice chair for the ensuing year. Commissions may elect a new Chair/Vice Chair at any time, but, at a minimum, a Chair/Vice Chair must be elected annually, as described above. Each board or commission shall hold a regular meeting at least once each month, subject to the meeting cancelation procedures in subdivision (c) of this section. In addition to any such regular meetings, each board and commission, upon approval of a majority, may hold whatever special meetings may be necessary or convenient to dispose of business within its jurisdiction without delay, with the approval of the City Council, City Manager,

or staff liaison with the approval and/or at the direction of the City Manager. All proceedings of any board or commission shall be open to the public.

(b) Commissions may form subcommittees on subject matters within their jurisdiction, and subject to the rights and powers granted to the Commission, by a motion approved by the majority of the commission. Any subcommittee formed shall be comprised of less than the number of commission members that would constitute a quorum of the commission under the Brown Act (defined as the Ralph M. Brown Act, California Government Code sections 54950, *et seq.*, and as otherwise amended and codified under California law). The subcommittee must have a defined termination date and/or terminate upon the completion of a specified task or purpose. Each commission may, by a motion approved by the majority, empower a subcommittee to report back to the commission regarding its subcommittee deliberations during public session and/or empower the subcommittee to produce written materials and/or an oral report for staff, the City Council, and/or another City commission. With the approval of the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager, the subcommittee may represent the commission in a public meeting of another public agency.

(c) Regular meetings may only be canceled (i) for an anticipated lack of business or a quorum ~~only~~ by a majority vote of commissioners or members, and only during the regular meeting that immediately precedes the meeting to be canceled, or (ii) for an anticipated lack of business or a quorum, or other unforeseen circumstances, by the staff liaison with the approval and/or at the direction of the City Manager. The staff liaison or City Manager shall inform the City Council and Mayor of the cancellation and the reason(s) for it. In order to cancel a meeting, the commissioners or members must publicly vote to cancel the next scheduled meeting during the "Adjournment" item on the commission agenda. No future meetings beyond the next scheduled meeting may be canceled in advance."

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.102 is hereby amended to read as follows:

"§ 2-9.102 Procedure.

The following procedure shall be followed by boards and commissions, at public meetings:

(a) Each member of a board or commission who is present for a vote shall vote unless the member states the reasons for abstaining for the record.

(b) City staff shall maintain a true and correct record of all proceedings of all boards or commission and ensure such records are available to the public through the City Clerk's office.

SECTION 4. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.103 is hereby amended to read as follows:

"§ 2-9.103 Proceedings.

Each board or commission shall conduct its public meetings in accordance with the Redondo Beach Municipal Code and City Council Rules of Conduct and Decorum."

SECTION 5. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.106 is hereby amended in its entirety to read as follows:

"§ 2-9.106 Membership eligibility.

Membership on any City board or commission shall be limited to residents who are registered voters of the City, with the exception of the Youth Commission as defined in Article 6 of this chapter. Each commission may have additional eligibility and qualification requirements as specified by the sections governing each commission."

SECTION 6. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.107 is hereby amended in its entirety to read as follows:

"§ 2-9.107 Vacancies.

(a) In the following instances a board or commissioner's position shall automatically become vacant and so declared by the City Council:

(1) A board or commission member resigns;

(2) A board or commission member informs the Mayor and City Council in writing that they are unable to fulfill their term for any reason;

(3) A board or commission member is convicted of a crime involving moral turpitude;

(4) A board or commission member ceases to be a legally registered voter of the City;

(5) A board or commission member ceases to reside in the City of Redondo Beach;

(6) A board or commission member is removed by the City Council pursuant to Section 2-9.109; or

(7b) In the following instances a board or commissioner's position shall become vacant and so declared by the City Council:

(1) An existing board or commission member is absent from three regular meetings of such board or commission during the previous 12 months. For the purposes of determining absences, a board or commission member shall not be deemed absent if a meeting is canceled, unless the board or commission member's absence was the cause of the meeting's cancelation due to lack of quorum;

(2) A new board or commission member is absent from three regular meetings of such board or commission during any twelve (12) month period of time after October 1, 2025the first year of his/her appointment. For the purposes of determining absences, a board or commission member shall not be deemed absent if a meeting is canceled, unless the board or commission member's absence was the cause of the meeting's cancelation due to lack of quorum.

(c) Vacancies occurring in any board or commission shall be filled in the manner set forth in Section 2-9.100."

SECTION 7. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.108 is hereby repealed in its entirety:

SECTION 8. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.110 is hereby added in its entirety to read as follows:

"2.9-110 General Powers and Duties

(a) All commissions shall provide advice to the City Council on matters within their jurisdiction as defined in the respective sections addressing each commission's powers and duties. This is the primary duty of all commissions.

(b) Commissions shall provide advice on matters assigned to the commission by the Redondo Beach Municipal Code, the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

(c) Commissions shall provide advice to the City Council on annual budgets and strategic plans prior to the City Council's deliberations on these matters.

(d) Commissions may, under the "Commission Member Items and Future Commission Agenda Topics" section of the commission's meeting agenda, advise the City Council on a matter if: 1) a commissioner moves to agendize the item, another commissioner seconds the motion and the commission approves agendizing the matter by majority vote; and 2) it is a matter that falls within the jurisdiction, powers and duties of the commission; and 3) the staff liaison, with the approval and/or at the direction of the City Manager, agrees. On matters in which the staff liaison disagrees with the commission, the commission may, by majority vote, seek the City Council's determination as to the appropriateness of the commission's proposed action. The staff liaison or City Manager shall inform the City Council and Mayor of the disagreement and the commission's request.

(e) Commissions may have additional powers and duties as defined in the sections related to each commission.

SECTION 9. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.111 is hereby added in its entirety to read as follows:

"2.9-111 Limited and Restricted Scope of Powers and Duties of Commissions:

~~(a)~~ Except as otherwise provided in the Redondo Beach Municipal Code and/or those sections related to specific commissions:~~,~~

(a) ~~e~~Each commission is a reviewing and advising/recommending body only; and~~.~~

(b) Each commission and each commissioner shall have no power, duty, responsibility, role or authority to:

(1) Demand that any particular City staff, personnel, contractor, elected or appointed official, or any other person or entity participate in or appear before a meeting of the commission or undertake any action or omission; ~~or~~

(2) Demand that any documents or information be provided to or generated for the commission; ~~or~~

(3) Direct, interfere with or participate in, the operations or management of any City department, staff, personnel, or contractor; ~~or~~

(4) Review, evaluate, investigate, or comment upon matters ~~which~~ that are solely within the duties and functions of any other commissions or committees, unless directed to do so by the City Council, City Manager or staff liaison with the approval and/or at the direction of the City Manager; or

(5) Review, evaluate, investigate, or comment upon individual complaints involving any City department, personnel, contractor, elected or appointed officials or others; or

(6) Represent to be acting for on behalf of the City, its staff, personnel, or contractors;

(7) Commit the officers, employees, staff, or elected or appointed officials of the City to a specific position or to any course of action, may not make referrals to City staff, except as authorized by specific sections governing the commission or if specifically directed by the City Council;

(8) Act in an oversight role of any City function, department or over any elected or appointed positions; or

(9) Assert any power, authority, or privileges through the use of their title or appointed position in any context other than that which is allowed by the Redondo Beach Municipal Code.

(e) Commissioners who violate, or other fail to abide with, this section may be removed by the City Council in accordance with Title 2, Chapter 9, section 2-9.109.

SECTION 10. 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 11. 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 12. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

Proposed Amendments to RBMC Ordinance re Public Works and Sustainability Commission

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 4, SECTIONS 2-9.401, 2-9.402, AND 2-9.403 PERTAINING TO THE PUBLIC WORKS, SAFETY, AND SUSTAINABILITY COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,

CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.401 is hereby amended to read as follows:

"§ 2-9.401 Created.

There is hereby created a Public Works, Safety, and Sustainability Commission."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.402 is hereby amended to read as follows:

"§ 2-9.402 Appointment of members.

(a) The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each council district and two members shall be appointed at large. Except in cases of practical difficulty, unnecessary hardship, or extreme differences, two members shall be persons experienced in construction, two members shall be physically handicapped persons, and one person shall be a public

member. The Chief Building Official shall be an ex officio member of the Commission, but shall not be entitled to vote.

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.403 is hereby amended to read as follows:

"§ 2-9.403 Powers and duties

(a) The Commission shall advise the Mayor and City Council in all matters relating to public works, capital improvement programs, solid waste and hazardous waste disposal, public utilities, traffic and transportation, and in such other matters as directed by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

(b) The Commission shall advise the Mayor and City Council on all environmental and sustainability issues related to Public Works Department operational activities, infrastructure and infrastructure projects, and regulatory compliance and as directed by City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

(c) The Commission shall review city-wide crime, fire/medical response, homelessness, and accident statistics and trends on an annual basis, and from this review, provide the commission's concerns and advice on crime and accident statistics and trends to the City Council. The Commission shall provide advice on other public safety related issues when requested by the City Council.

(d) The Commission shall also act as an advisory board to the City Council and Mayor with respect to matters specifically assigned to it from time to time by, or at the direction of, the City Attorney, City Manager, ~~the~~ Chief of Police or Fire Chief with the approval and/or direction of the City Manager, or City Council, concerning proposed contracts, funding, legislation or policy initiatives that may substantively impact the quality of life, public safety, privacy, or other major concerns of the City's residents. The Commission shall promptly, with the assistance of the staff liaison, study, discuss, evaluate, and make written reasoned recommendations in an advisory capacity directly to the City Council and Mayor for consideration, as to those specific matters assigned to the Commission. Those recommendations may

be issued by the Commission as a whole, and/or by individual Commissioners.

(ed)) The Commission shall also be responsible for hearing all appeals previously under the purview of the Handicapped Access Appeals Board to completion, which includes hearing written appeals brought by any person regarding action taken by the Building Division of the Community Development Department or the City in the enforcement of the requirements of **Health and Safety Code**, Part 5.5, including the exceptions contained in Section 19957. The Commission may approve or disapprove interpretations of any provision of Part 5.5 of the **Health and Safety Code**, and enforcement actions taken by the Building Division of the Community Development Department. All such approvals or disapprovals shall be final and conclusive as to the Community Development Department of the City, in the absence of fraud or abuse of discretion.

(fe) Any interested person may appeal an order of the Chief Building Official within 20 days of the mailing of such order by the Chief Building Official. An appeal shall be in writing and must be received on or before the last day of the appeal period. This time limitation is mandatory and jurisdictional.

(gf) Not less than 10 days prior to the date of hearing, the Commission shall cause to be posted notices of the time, date, and place of the hearing at a conspicuous place at the Redondo Beach City Hall, and to be visibly posted at a conspicuous place on not less than two locations on the project which is the subject of the appeal. The Commission may cause to be posted such notices at other locations likely to give notice to interested persons. In addition, the Commission shall give written notice by mail to any person who requests in writing special notice of any or all hearings to be held under this section. However, failure to so notify any person having made a request for notice shall not invalidate the decision or findings of the Commission.

(hg) The Commission shall hold a hearing not less than 14 days, but not more than 21 days from the time of the filing of a written appeal from an action taken by the Building Division of the Community Development Department, and shall render its decision in writing, including its findings, within 14 days of the conclusion of the hearing."

SECTION 4. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 5. 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 6. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

Proposed Amendments to RBMC Ordinance re Harbor Commission

Article 7

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 7, SECTION 2-9.702 AND AMENDING SECTIONS 2-9.704 and 2-9.709 AND RENUMBERING TO 2-9.703 AND 2-9.704 RESPECTIVELY, AND DELETING SECTIONS 2-9.705, 2-9.706, 2-9.707, 2- 9.708, 2-9.709 AND 2-9.712 AND RENUMBERING SECTIONS 2-9.710 TO 2-9.705; 2-9.711 TO 2-9.706; AND 2- 9.714 TO 2-9.707 PERTAINING TO THE HARBOR COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9,

§ 2-9.701. Created.

There is hereby created a Harbor Commission (referred to in this article as "Commission") for the City consisting of eight members until September 30, 1991, or until a vacancy is declared by the Council, whichever first occurs, and thereafter the Commission shall consist of seven members. (§ 1, Ord. 2327 c.s., eff. April 14, 1982, as amended by § 1, Ord. 2351 c.s., eff. November 1, 1982, § 1, Ord. 2427 c.s. eff. October 16, 1985, § 1, Ord. 2509 c.s., eff. September 1, 1988, and §

1, Ord. 2564 c.s., eff. December 21, 1989, as renumbered by § 1, Ord. 2705 c.s., eff. October 21,

1993)

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§ 2-9.702. Jurisdiction

The jurisdiction of the Commission shall be limited to the harbor-pier area boundary as delineated on the map set forth in Section 10-2.2512 of the Redondo Beach Municipal Code." [OR, REPLACE THE MAP IN 2-9.714 WITH THE MAP IN 10-2.2512.]

§ 2-9.703 Qualifications for appointment.

Unless otherwise authorized by the City Council, aAppointments to the Commission shall be in accordance with the following criteria:

(a) One member shall be a sailboat or powerboat owner who regularly uses the boating facilities in King Harbor. The boating representative is intended to represent and further the interests of the boaters and vessel operators in King Harbor.

(b) One member may be selected from a list of names submitted by any commercial harbor/pier association. Any list of names submitted by a harbor/pier association shall be submitted to the City Clerk's Department no later than 305 days prior to the close of the deadline for Commissioner applications. The Mayor may select a member from one of these lists of namesgroups, or alternatively, select a member at-large.

(c) One member shall be Aa person who lives adjacent to, but at least 1,000 feet outside of, the jurisdiction of the Commissionharbor area. This person shall not be a sailboat or powerboat owner, or a member of any commercial harbor/pier association. The intent of this representative is to further the interests of residents who live in close proximity to, and may be most regularly and directly impacted by, and benefited from, operations and development in the harbor.

(d) To the extent practical, eEach of the remaining members of the Commission shall have training and experience in one or more of the following disciplines or designations:

(1) An engineer with a degree in engineering and at least three years of engineering experience. The intent of the engineering representative is to

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add engineering insight into the Commission's deliberations;(2) A member of the Bar of the State with at least three years of legal experience as an attorney. The intent of the legal experience is add practical legal insight, experience, and considerations, as well as additional critical and analytical thought, into the Commission's deliberations, which may include contracts, complex issues, and other relevant matters .

(3) A person with at least three years of experience in leasing or managing rental property. The intent of the property management representative is to add property management insight into the Commission's deliberations.

(4) A person with at least three years of experience managing a retail, restaurant, or marine-related business. The intent of the business management representative is to add business management and operations insight into the Commission's deliberations.

(4) A person with at least three years of experience in a marine and/or watercraft education related profession or practice. The intent of this representative is to add marine and/or watercraft educational representation into the Commission's deliberations.

(5) A person with at least three years of experience in construction management or development. The intent of the construction representative is to add construction insight into the Commission's deliberations.

(6) A person who is a recreational user of the ~~frequent and regular user of hand-paddled watercraft in the~~ harbor and surrounding waters, lives at least 1,000 outside of the jurisdiction of the Commission, and is not a sailboat or powerboat owner or member of any commercial harbor/pier association. The ~~hand-paddled watercraft~~recreational user representative is intended to represent and further the interests of additional recreational uses of the harbor area by a category of persons who may not otherwise be represented on the Commission~~the human powered watercraft operators in the harbor~~.

(7) ~~A person who lives adjacent to the harbor area. The intent of this representative is to further the interests of residents who live in close proximity to, and may be most regularly and directly impacted by, and benefited from, operations and development in the harbor.~~

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~~(8)~~ Any of the following:

~~(~~a) A certified public accountant, or an officer of a financial institution, with at least three years of experience;

(b) An oceanographer or marine engineer with ~~at~~ least three years of experience;

(c) A State-licensed real estate broker with ~~at~~ least three years of experience;

(d) A State-licensed general contractor with ~~at~~ least three years of experience;

(e) A practicing economic or financial consultant with at least three years of experience;

(f) A commercial developer with at least three years of experience;

(g) An executive or owner/operator of a business with at least three years of experience;

(h) A management level employee with at least three years of experience with a public or governmental entity;

(i) A management level employee with ~~with~~ at least three years of experience in harbor recreational development.

(f) A member of the Commission who qualifies for appointment under more than one criteria, discipline, or designation, may, over the duration of that member's term, have that criteria, discipline, or designation changed when a vacancy of the Commission is filled.

(g) No more than three Commissioners may be members of the same public or private club, association, or organization, that exists within the Harbor Commission's geographic jurisdiction.

(h) Where practical, at least one member should be appointed from each Council district~~each City Council District should be represented by at least one Harbor Commissioner~~, with qualifications for appointment prioritized over ~~D~~district residency."

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SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.709 is hereby amended and renumbered to Section 2-9.704 to read as follows:

§ 2-9.704§ 2-9.704. Powers and duties.

(a) The Commission shall hold hearings on all applications for Administrative Design Review, Planning Commission Design Review, Conditional Use Permits, Variances, Planned Development Review, Development Agreements, and Temporary Use Permits for the use and development of lands within the jurisdiction of the Commission as provided for in Section 10-2.2512 of Article 12 of Chapter 2 of Title 10 of this Code.

(b) The Commission shall hold hearings on any matter concerning the commercial or recreational development within its jurisdiction. This shall include those matters listed in subdivision (a) above and applications provided for in Section 10-2.2512, hearings related to Coastal Development Permits, and environmental studies, within the jurisdiction of the Commission.

(c) The Commission shall advise the City Council on recommendations and concerns related to the current and future commercial and recreational development of the harbor. The Commission shall be informed of applications for General Plan Amendments, Rezoning, and Local Coastal Program being proposed in the area of its jurisdiction. Unless otherwise directed by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager, the Commission shall review and advise the City Council on proposed General Plan, zoning, and Local Coastal Program changes to the area under its jurisdiction.

(Ref 10.2.2512)

(d) The Commission shall be advised on all new and assigned lease and sublease arrangements with the City relating to harbor lands, facilities, or improvements in its jurisidiction. At the request of the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City ManagerPeriodically, the Commission shall review, and may advise the City

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Council, concerning vacancies and leasing or subleasing trends in the harbor and pier area under its jurisdiction.

(e) The Commission shall advise the City Council of concerns and/or recommendations related to land-side and/or water-side operations within its jurisdiction. The Commission shall receive periodic reports from Harbor Master/Patrol and Police on incidents, responses, and crime in the area of the Commission jurisdiction. The Commission may make recommendations to the City Council related to public safety in the harbor.

(f) The Commission shall advise the City Council on any other matter concerning the harbor when so requested by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

SECTION 4. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Sections 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, and 2-9.712 are hereby deleted in their entirety.

SECTION 5. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.710 is renumbered to Section 2-9.705; Section 2-9.711 is renumbered to 2-9.706; and Section 2-9.714 is renumbered to 2-9.707.

SECTION 6. 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 7. 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.

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SECTION 8. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

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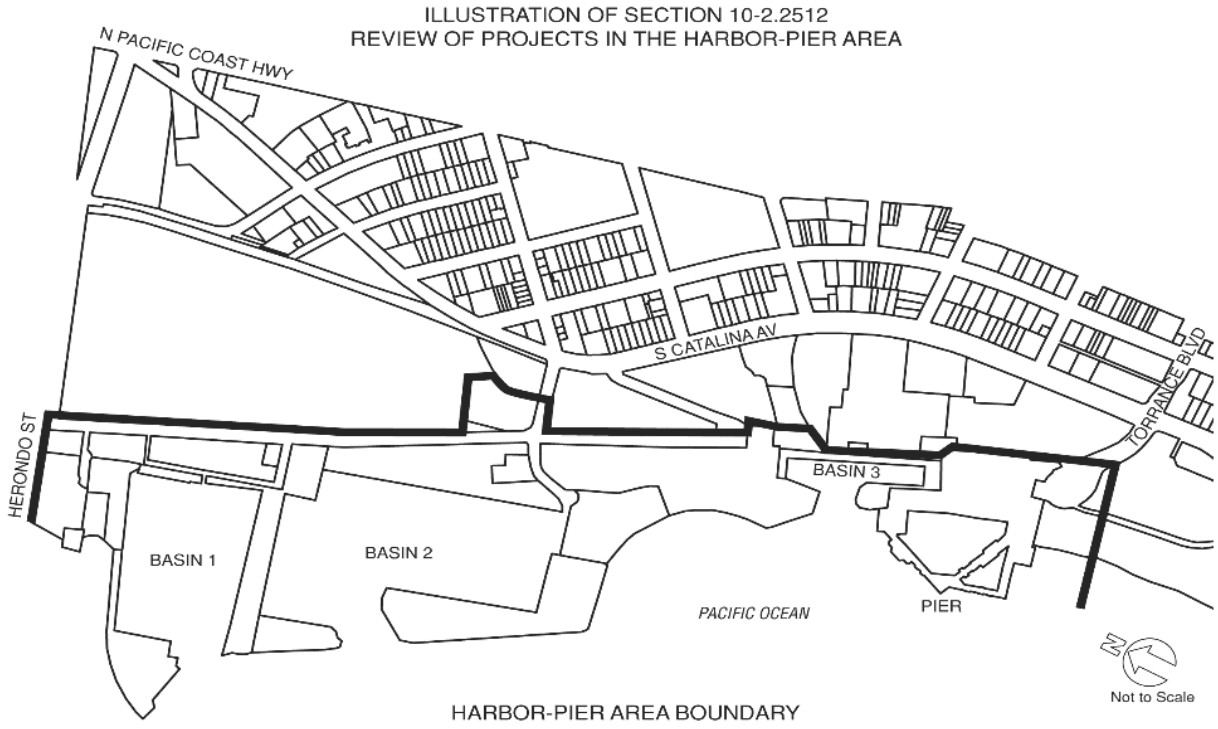
Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk



Replace the below map with the above map

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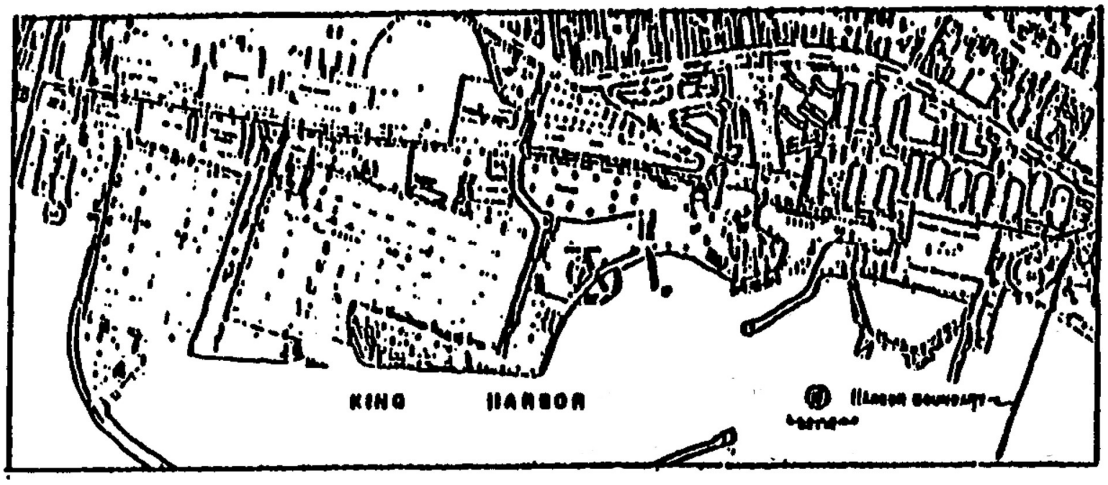

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff.

November 1, 1982, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered

by § 2, Ord. 3221 c.c., eff. October 21, 2021)

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Proposed Amendments to RBMC Ordinance re Planning Commission

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 10, SECTIONS 2-9.1002 AND 2-9.1003 PERTAINING TO THE PLANNING COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,

CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 10, Section 2-9.1002 is hereby amended and shall read as follows:

"§ 2-9.1002 Appointment of members.

The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 10, Section 2-9.1003 is hereby amended and shall read as follows:

"§ 2-9.1003 Powers and duties.

(a) The Commission shall have such powers and duties as prescribed for planning commissions under any law of the State, ordinance of the City, resolution of the City Council, or the Master Plan of the City. These duties include, but are not limited to, those found in Title 10 and summarized as follows:

(1)~~a.~~ Acting as advisory agency to City Council related to subdivisions and subdivision compliance (Title 10, Chapter 1, Article 1, 10-1.106)

(2)~~b.~~ Issuing decisions related to tentative maps (Title 10, Chapter 1, Article 5, 10-1.504)

(3)~~c~~. Issuing decisions related to exceptions (Title 10, Chapter1, Article 9, 10-1.903)

(4)~~d.~~ Conducting hearings related to minor subdivisions (Title 10, Chapter 1, Article 10, 10-1.1010)

(5)~~e.~~ Adjudicating lot line adjustments (Title 10, Chapter 1, Article 11, 10-1.1101)

(6)~~f.~~ Adjudicating condominium subdivisions (Title 10, Chapter 1, Article 12, 10-1.1204)

(7)~~g.~~ Conducting appeal hearings regarding density bonus determinations issued by the Community Development Director. (Title 10, Chapter 2, Article 9, 10-2.2107 and Title 10, Chapter 5, Article 9, 10-5.2107)

(8)~~h.~~ Conducting appeal hearings regarding administrative design reviews (Title 10, Chapter 2, Article 12, 10-2.2500; Title 10, Chapter 5, Article12, 10-5.2500)

(9)~~i.~~ Conducting hearings on Planning Commission design reviews (Title 10, Chapter 2, Article 12, 10-2.2502; Title 10, Chapter 5, Article 12,10-5.2502))

(10)~~j.~~ Conducting hearings on zoning amendments (Title 10, Chapter 2, Article 12, 10-2.2504; Title 10, Chapter 5, Article 12,10-5.2504)

(11)~~k.~~ Conducting hearings on general plans, specific plans, and Coastal LUP amendments (Title 10, Chapter 2, Article 12, 10-2.2505; Title 10, Chapter 5, Article 12,10-5.2505)

(12)~~l.~~ Conducting hearings on conditional use permits (Title 10, Chapter 2, Article 12, 10-2.2506; Title 10, Chapter 5, Article 12,10-5.2506)

(13)~~m.~~ Conducting appeal hearings on administrative use permits (Title 10, Chapter 2, Article 12, 10-2.2507)

(14)~~n.~~ Conducting appeal hearings regarding modification decisions issued by the Community Development Director (Title 10, Chapter 2, Article 12, 10-2.2508, Title 10, Chapter 5, Article 12,10-5.2508)

(15)~~o.~~ Conducting hearings on variances (Title 10, Chapter 2, Article 12, 10-2.2510; Title 10, Chapter 5, Article 12,10-5.2510)

(16)~~p.~~ Conducting hearings on planned development reviews (Title 10, Chapter 2, Article 12, 10-2.2514; Title 10, Chapter 5, Article 12,10-5.2514)

(17)~~q.~~ Conducting hearings on development agreements (Title 10, Chapter 2, Article 12, 10-2-2518; Title 10, Chapter 5, Article 12,10-5.2518)

(18)~~r.~~ Conducting appeal hearings on reasonable accommodations decisions issued by the Community Development Director. (Title 10, Chapter 2, Article 12, 10-2-2522; Title 10, Chapter 5, Article 12,10-5.2522)

(19)~~s.~~ Conducting hearings on coastal development permits (Title 10, Chapter 5, Article 10, 10-5.2212)

(20)~~t.~~ Conducting appeal hearings on coastal development permits issued by the Community Development Director. (Title 10, Chapter 5, Article 10, 10-5.2222)

(b) The Commission shall advise the Mayor and City Council in all matters relating to planning, zoning and the physical development of the City, and in other such matters as directed by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager."

SECTION 3. 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. 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. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

Proposed Amendments to RBMC Ordinance re Budget and Finance Commission

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 13, SECTIONS 2-9.1301 AND 2-9.1302 PERTAINING TO THE BUDGET AND FINANCE COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 13, Section 2-9.1301 is hereby amended and shall read as follows:

"§ 2-9.1301 Appointment of members.

The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 13, Section 2-9.1302 is hereby amended and shall read as follows:

"§ 2-9.1302 Powers and duties.

The Commission shall be an advisory commission only. It shall:

(a) Maintain a continuous study of the City's finances, including sources of municipal revenue and methods of proper spending of public moneys, assist the City Manager and City Council in financial planning, and, upon City Council, City Manager, or Finance Director request, provide

recommendations and advice on obtaining and financing permanent public improvements in the City; and

(b) Perform such other duties as directed by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager."

SECTION 3. 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. 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. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

Proposed Amendments to RBMC Ordinance re Cultural Arts Commission

Cultural Arts Commission

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 14, SECTIONS 2-9.1402 AND 2-9.1403 PERTAINING TO THE CULTURAL ARTS COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 14, Section 2-9.1402 is hereby amended and shall read as follows:

"§ 2-9.1402 Appointment of members.

The Commission shall consist of seven members. To the extent practical, the members of the Commission shall be composed of: two members appointed from among professionals in the disciplines of architecture, landscape architecture, urban planning, engineering, design or other related cultural and arts disciplines, to the extent such professionals are available in the City; two members appointed from a recognized arts or artists organization; and the remaining three members shall be appointed at-large."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 14, Section 2-9.1403 is hereby amended and shall read as follows:

§ 2-9.1403. Powers and duties.

The Commission shall:

(a) Act as adviser to the City Council in all matters pertaining to public art in Redondo Beach. Public art in Redondo Beach shall be defined as artworks that are identified through a gift, City purchase, or artist commission, that are displayed in any publicly owned property or right-of-way area including parks, City buildings and facilities, streets, medians, sidewalks, plazas and in any other public location determined by the City Council;

(b) Make recommendations to the City Council for public art program guidelines, the artistic criteria for public art, the acquisition of public art, artwork commissioning and deaccession, the creation of public art infrastructure, and the preservation and maintenance of public art in the City;

(c) Make recommendations for a prioritized list of public art projects to be considered as part of the City's strategic planning and annual capital project and budgeting processes;

(d) Stimulate public interest in such public art programs and projects;

(e) Make recommendations to the City Council related to performing arts events and programs, including, but not limited to, theater, music, film, fine art, literature, poetry; and

(f) Perform such other duties as from time to time may be assigned to it by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager

~~§ 2-9.1404. Meetings.~~

~~Notwithstanding Section 2-9.101 of this Code, the Cultural Arts Commission shall not be required to hold monthly meetings, and instead shall hold a regular meeting at least once every other month and whatever special meetings may be necessary or convenient to dispose of business without delay.~~

SECTION 3. 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. 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. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

Proposed Amendments to RBMC Ordinance re Public Amenities Commission

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 15, SECTIONS 2-9.1502 AND 2-9.1503 PERTAINING TO THE PUBLIC AMENITIES COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,

CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 15, Section 2-9.1502 is hereby amended and shall read as follows:

"§ 2-9.1502 Appointment of members.

(a) Membership. The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.

(b) To the extent practicable, three members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, urban planning, archeology, or other historic preservation or related disciplines, such as American Studies, American Civilization, cultural geography, or anthropology. All members of the Public Amenities Commission shall have a demonstrated interest, competence, experience, or knowledge in historic preservation, art and literature, and the cultural heritage of the City."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 15, Section 2-9.1503 is hereby amended and shall read as follows:

“§ 2-9.1503 Powers and duties.

The Public Amenities Commission shall have the following powers and duties:

(a) Historical resource and amenities powers and duties:

(1) Provide recommendations related to public access to historical information, documents, records and pictures of the City of Redondo Beach;

(2) Recommend public information, educational, interpretive programs pertaining to historic resources;

(3) Make recommendations on the content of public plaques, signs and similar displays at properties with documented historic resources in the City of Redondo Beach.

(4) Recommend historic sites, buildings, etc. for application of historic site designations and placards. Upon approval by the City Council, support the appropriate application documents and filings.

(b) Preservation program and ordinance duties:

(1) Conduct public hearings, and make decisions regarding proposed designations and removal of designations of landmarks and historic districts;

(2) Review and advise the City Council on the currentness and completeness of the City’s register of landmarks and historic districts within the City;

(3) Recommend appropriate system of markers for landmarks and historic districts;

(4) Adopt prescriptive standards to be used by the Commission in reviewing Certificates of Appropriateness;

(5) Review and render decisions regarding significant alterations, demolition, removal, and relocation proposals related to landmarks and properties within historic districts in conjunction with applications for

Certificates of Appropriateness pursuant to Chapter 4 of Title 10 of this Code;

(6) Review and make recommendations on various preservation-related documents intended to assist the owners of historic resources and the Commission in their review of applications. These may include a general information booklet describing

historic styles, a rehabilitation manual or design guidelines;

(7) Recommend to the City Council a program of incentives for preservation of historic resources;

(8) Investigate and report to the City Council on the use of various Federal, State, local or private funding resources and mechanisms available to promote historic resource preservation within the City;

(9) Review and comment upon proposed modifications in regulation regarding land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, the County or State, which directly affect landmarks and historic districts;

(10) Recommend consultants and studies, as the Commission deems desirable or necessary to conduct its role, and pending City Council approval to retain such consultants and studies, the Commission shall review the resulting work product;

(11) Cooperate with other local, County, State and Federal Government in the pursuit of the objectives of historic preservation;

(12) Provide written responses to requests from property owners seeking findings under the Preservation Ordinance related to the alteration, restoration, landscaping or maintenance of any historic resource within the City;

(c) Recreation and Parks duties:

(1) Act as adviser to the City Council in all matters pertaining to public recreation programs, including playgrounds and public recreation related entertainment;

(2) Review and provide recommendations to the City Council on the annual budget related to recreational programming across the City through the City Manager.

(3) Provide recommendations related to the development of recreation in the City, help stimulate public interest in such recreation program, and collaborate with schools located in the City and all other agencies relative to securing and developing a full and complete recreational programs;

(d) Library duties:

(1) Evaluate and provide recommendations for the development, extension, maintenance, and improvement of library facilities and library programs in the City.

(e) Any other duties or responsibilities as directed by City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager."

SECTION 3. 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. 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. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

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_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

Proposed Amendments to RBMC Ordinance re Historic Resources Preservation

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 4, ARTICLES 1, 3, 4, 5 AND 6, SECTIONS 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 PERTAINING TO HISTORIC RESOURCES PRESERVATION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 10, Chapter 4, Article 1, Section 10-4.104 is hereby amended and shall read as follows:

§ 10-4.101. Short title.

This chapter shall be known as the "preservation ordinance." (§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.102. Purpose and intent.

The purpose of this chapter is to promote the public health, safety, and general welfare by providing for the identification, protection, enhancement, perpetuation, and use of historic resources such as building, structures, sites, places and districts within the City that reflect special elements of the City's architectural, artistic, cultural, historical, political, and social heritage for the following reasons:

(a) To safeguard the City's heritage by encouraging the protection of landmarks representing significant elements of its history;
(b) To foster civic and neighborhood pride and a sense of identity based on an appreciation of the City's past and the recognition and use of historic resources;

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(c) To enhance the visual character of the City by preserving diverse architectural styles reflecting phases of the City's history and by encouraging complementary contemporary design and construction;

(d) To strengthen the economy of the City by protecting and enhancing the City's attractions to residents, tourists, and visitors;

(e) To stabilize and improve property values within the City by recognizing historic landmarks and by protecting areas of historic buildings from encroachment by incompatible designs;

(f) To promote the enjoyment and use of historic resources appropriate for the education and recreation of the people of the City;

(g) To integrate the preservation of historic resources and the extraction of relevant data from such resources into public and private land management and development processes;

(h) To conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment; and

(i) To take whatever steps are reasonable and necessary to safeguard the property rights of owners whose property is declared to be a landmark or is located in an historic district.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.103. Area of application.

This chapter shall apply to all historic resources, publicly and privately owned, within the corporate limits of the City of Redondo Beach.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

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§ 10-4.104. Definitions.

For the purpose of this chapter, unless otherwise apparent from the context, certain words and phrases are defined as follows:

"Alteration" means any exterior change or modification of any landmark or of any improvement located on a property within an historic district including, but not limited to, exterior changes to or modifications of an improvement, or a structure or any of its architectural details or visual characteristics, including paint color and surface texture, grading, surface paving, and new structures.

Alteration, minor. "Minor alteration" means an alteration that has been determined to have limited potential to affect the defining character and architectural style of the subject structure or resource. In no case shall minor alterations include actions involving new construction or full or partial demolition of a resource, or actions requiring approval on the basis of a finding of economic hardship.

"Certificate of appropriateness" means a certificate approving such plans, specifications, design, or statements of work, for any proposed alteration, restoration, demolition, removal, or relocation, in whole or in part, of or to improvements relative to landmarks or any property within a historic district.

"Commission" means the Public Amenities Commission established by Chapter 9, Title 2 of this Code.

"Contributing building" means a building within an historic district that has a special character, special historic or aesthetic interest or value, and is incorporated into the district for that reason.

"Demolition" means any acts that destroy in whole or in part, a building, structure, or improvement.

"Exterior architectural feature" means the architectural style, design, general arrangement, components, natural features and all the outer surfaces of an improvement, including, but not limited to, the kind and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, and other fixtures appurtenant to such improvement.

"Historic district" may be a geographic district or a thematic district. A "geographic district" means any geographic area, such as one or more blocks or block faces containing a multiple number of historically significant resources within the area. A "thematic district" means a compilation of historic resources that are not geographically linked, but rather are linked by similar characteristics that can be clearly articulated. In either kind of district the resources collectively have a special character or special historic, cultural, architectural, archeological, community or aesthetic value, or represent one or more architectural periods or styles typical to the history of the City. The resources may or may not have individual merit, but rather are significant because of qualification in a district.

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"Historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area of scientific, aesthetic, educational, cultural, architectural, or historic significance to the citizens of the City.

"Improvement" means any building, structure, place, wall, fence, gate, sign, landscaping, or other object constituting a physical alteration of real property, or any part of such alteration.

"Landmark" means any improvement that has historical, cultural, aesthetic or architectural character or value, or which represents one or more architectural periods or styles typical to the history of the City and that has been designated as a landmark pursuant to this chapter.

"Minor Alterations Subcommittee" means a subcommittee of the Commission whose function is to review certificates of appropriateness involving minor alterations and to advise the Commission on matters of an architectural and design nature. The Minor Alterations Subcommittee shall consist of the following three members appointed by the chairperson of the Commission: the staff liaison to the Commission, and two members of the Commission, one of which shall be a professional from the field of architecture, if such a professional sits on the Commission.

"Noncontributing building" means a building within an historic district that does not possess the qualifications or characteristics of a contribution building due to such factors as age or alteration, but which has been included within the district because of its impact on the geographic integrity and overall character of the district.

"Ordinary maintenance" means any cleaning, painting, or similar work that does not result in the alteration of an improvement.

"Person" means any individual, association, partnership, firm, corporation, public agency, or political subdivision.

"Potential historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area that is: (1) listed in the City's Historic Resources Inventory with a National Register rating of 1-5 or a local survey rating of A or B; and/or (2) listed in the National Register of Historic Places or California Register; and/or (3) that has been evaluated pursuant to the California Environmental Quality Act and determined by the Community Development Director to meet the criteria listed in (1) and/or (2) above.

"Relocation" means the displacement of any improvement within the same site.

"Removal" means the displacement of any improvement from the site.

"Restoration" means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work."

SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 4, ARTICLE 2

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Landmark and Historic District Designation Criteria

§ 10-4.201. Designation criteria.

For the purposes of this chapter, an historic resource may be designated a landmark, and an area may be designated an historic district pursuant to Article 3 of this chapter, if it meets one or more of the following criteria:

(a) It exemplifies or reflects special elements of the City's cultural, social, economic, political, aesthetic, engineering, or architectural history; or

(b) It is identified with persons or events significant in local, state or national history; or

(c) It embodies distinctive characteristics of a style, type, period, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship; or

(d) It is representative of the notable work of a builder, designer, or architect; or

(e) Its unique location or singular physical characteristic(s) represents an established and familiar visual feature or landmark of a neighborhood, community, or the City.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

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ARTICLE 3

Designation of Landmarks and Historic Districts

§ 10-4.301. Nomination requirements, landmark.

Nominations of an historic resources as a landmark shall be made only by application of the property owner or property owners representing a majority or controlling interest in the property on which the resource is located, and the owner or owners representing a majority or controlling interest in the improvement if such improvement has been legally severed.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

10-4.302 is hereby amended and shall read as follows:

"§ 10-4.302 Minimum eligibility requirements, landmark.

In order to be eligible for consideration as a landmark, an historic resource must be at least 50 years old; with the exception that an historic resource of at least 30 years of age may be eligible if the Commission determines that the resource is very exceptional, or that it is threatened by demolition, removal, relocation, or inappropriate alteration."

SECTION 3. AMENDMENT OF CODE. Title§ 10-4303. Nomination requirements, historic district.

The initiation of a proposed historic district may arise from a property owner or group of property owners in a potential historic district, or by the City based on information of a historic survey. When such an initiation is proposed, the City will assist in preparing the defining characteristics of a geographical district or a thematic district, whichever the case may be. Only those properties for which the property owners submit a nomination to be included in a proposed or existing district will be considered to be within the district. The district boundary will not include any property without the written consent of the property owner of said property.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 1, Ord. 2638 c.s., eff. September 5,

1991, and § 4, Ord. 2933 c.s., eff. June 3, 2004)

"§ 10-4.304 Minimum eligibility requirements, historic district.

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In order to be eligible for consideration as an historic district, at least 75% of the buildings in the proposed district (excluding accessory buildings) must be at least 50 years old or otherwise meet the requirement of Section 10-4.302. In addition, no more than 25% of the buildings in the proposed district (excluding accessory buildings) may be noncontributing. Noncontributing buildings may be included as part of an historic district only to the extent that the Commission determines them to be essential to the geographic integrity of the district. The Commission shall make determinations identifying any noncontributing buildings within an historic district as part of the review process.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.305. Delay of work pending hearing.

Once a completed application has been accepted for the designation of a landmark or an historic district, no building, alteration, demolition, removal, or relocation permits for any historic resource, improvement, building, or structure relative to a proposed landmark or within a

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proposed historic district shall be issued until a final determination is made regarding the proposed designation, except as provided under Article 6 of this chapter.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.306. Notice.

Notice of the date, place, time and purpose of hearings shall be given by first class mail to the owner(s) of all nominated resource(s) at least 10 days prior to the date of the public hearing, using the names and addresses of such owners as shown on the latest equalized assessment rolls and shall be advertised in a newspaper of general circulation at least 10 days prior to the hearing. Failure to send any notice by mail to any property owner where the address of such owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed designation. The Preservation Commission may also give such other notice as they deem desirable and practicable.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

10-4.307 is hereby amended and shall read as follows:

“§ 10-4.307 Owner’s withdrawal of consent.

A property owner who has signed an application for inclusion of his or her property in a proposed historic district may withdraw such consent by filing a written notice of withdrawal with the City Clerk at any time prior to the close of the public hearing thereon before the Commission or before the City Council on appeal, if any.”

SECTION 5. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.308 is hereby amended and shall read as follows:

“§ 10-4.308 Commission study and determination.

Upon acceptance of a completed application for the designation of a landmark or historic district, a public hearing shall be scheduled before the Commission to study the proposed designation and to determine its eligibility and qualifications. Following the public hearing, the Commission shall decide to approve, in whole or in part, or disapprove the designation. All decisions to approve or disapprove designations shall be made by resolution, and shall set forth the findings and reasons relied upon in making the determination.”

SECTION 6. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.309 is hereby amended and shall read as follows:

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"§ 10-4.309 Notice of designation, City departments.

Notice of the designation of a landmark or an historic district shall be transmitted to all appropriate City departments and any other interested governmental and civic agencies.

Each City department shall incorporate the notice of designation into its records, so that future decisions or permissions regarding or affecting a landmark or historic district shall be made with the knowledge of the designation. For projects to be carried out by the City, or subject to discretionary approval by the City, that have a direct adverse effect on a landmark or properties within an historic district as determined by the responsible department, notice shall be given to the Commission. The Commission may review such projects and provide comments and recommendations to the reviewing or decisionmaking body."

SECTION 7. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.310 is hereby amended and shall read as follows:

"§ 10-4.310 Removal of designation.

(a) In the event of substantial destruction of a landmark or historic district, the owner or owners of a landmark or owners representing a majority or controlling interest in a minimum of 51% of the parcels in an historic district may apply for removal of designation. The Commission or City Council may also initiate removal in such circumstances. The removal of a designation for this reason shall be processed and decided in the same manner as designations as set forth in this article, with the additional requirement that the determination of substantial destruction shall be set forth in the findings of the Commission.

(b) The complete demolition or removal of a landmark shall result in the removal of the landmark designation.

(c) Once a landmark or historic district designation has been removed, affected properties shall no longer be subject to any provision or regulation of this chapter."

SECTION 8. AMENDMENT OF CODE. Title 10, Chapter 4, Article 4, Section 10-4.404 is hereby amended and shall read as follows:

"§ 10-4.404

§ 10-4.311. Removal of a property from the potential historic resource list.

The property owner of a property identified by the City as a potential historic resource may request that the property be removed from the list if he or she provides specific written and verifiable documentation refuting that the property meets the criteria for designation as a landmark as described herein. An example would be that documentation is discovered that an unknown architect designed a property that was thought to have been designed by a famous architect, or the structure has been altered to an extent that the

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historic integrity has been lost. The Commission shall review the request for removal following the same procedures identified in Sections 10-4.306, 10-4.308 and 10-4.309 herein.

(§ 6, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.312. Use of California Historical Building Code.

All repairs, alterations, restorations, or changes in use of existing buildings and structures designated as landmarks or included as part of an historic district, or otherwise considered a historic resource under state law, may conform to the standards of the California Historical Building Code as an alternative to complying with building standards as set forth in Title 9 of this Code, notwithstanding the fact that such buildings may be nonconforming.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 6, 7, Ord. 2933 c.s., eff. June 3,

2004)

§ 10-4.313. Historic property variances.

Historic variances may be applied to local landmarks and contributors in historic districts. The landmark constitutes a property condition for the purposes of determining whether the property owner is denied privileges enjoyed by other property owners in the vicinity and within the same zoning district. Procedures and requirements of Section 10-2.2516 of the Zoning Ordinance and 10-5.2516 of the Coastal Plan Implementing Ordinance must be followed for the variance process. (§ 8, Ord. 2933 c.s., eff. June 3, 2004)

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§ 10-4.314

§ 10-4.314. Adaptive reuse.

A Historic Overlay Zone (H) may be created pursuant to Section 10-2.1400-1420 of the Zoning Ordinance and Section 5.1400-1420 of the Coastal Plan Implementing Ordinance. An H zone may contain development standards, uses (including adaptive re-uses), and other provisions that are unique to the zone.

(§ 8, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 4

Certificate of Appropriateness Required

§ 10-4.401. Actions requiring certificate of appropriateness.

(a) For landmarks or properties within an historic district, no person shall alter, restore, demolish, remove, or relocate any exterior improvement or architectural feature that is either a contributing characteristic of the resource or visible from any public right-of-way; or alter, restore, place, erect, remove, or relocate any permanent sign visible from a public right-of- way; or alter, restore, place, erect, remove, or relocate any interior characteristic that was identified as contributing during the designation without being granted a certificate of appropriateness, except as provided under Article 7 of this chapter. Approval of such work shall be required even if no other permits or entitlements are required by the City.

(b) For potential historic resources, no person shall demolish, remove, or relocate any exterior improvement or architectural feature that is either a contributing characteristic of the resource or visible from any public right-of-way without being granted a certificate of appropriateness, except as provided under Article 7 of this chapter. Approval of such work shall be required even if no other permits or entitlements are required by the City.

(c) Minor alterations. The Commission may, by resolution, adopt a list of those types of alterations that are subject to approval of a certificate of appropriateness that are deemed to be "minor" in nature. The Commission may modify the list of minor alterations from time to time by resolution as circumstances warrant. Applications for certificates of appropriateness involving only minor alterations shall be reviewed pursuant to procedures in Section 10-4.402(e).

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 3, Ord. 2740 c.s., eff. March 23,

1995, and § 9, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.402. Review procedures for certificates of appropriateness.

The following procedures shall be followed in processing applications for certificates of appropriateness.

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(a) Application. An application shall be filed by the applicant with the Preservation Commission.

(b) Application materials. Such application shall be accompanied by such materials as are required by the Commission and the Community Development Department that are reasonably necessary for the proper review of the proposed project.

(c) Noticing.

(1) Minor alterations. No public noticing shall be required for applications for certificates of appropriateness involving only minor alterations.

(2) All applications other than minor alterations. For applications involving other than minor alterations, public notice shall be provided as determined by resolution of the Preservation Commission. Such resolution shall include at a minimum that where the property is part of an historic district there shall be mailed notice not less than 10 days prior to the date of such hearing to persons owning all other properties within the

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historic district.

(d) Economic hardship. In cases where the applicant intends to seek approval on the basis of economic hardship, the following material shall be submitted as part of the application:

(1) For all property:

a. Form of ownership or operation of the property, whether sole proprietorship, for- profit or not-for-profit corporation, limited partnership, joint venture, or other method;

b. The amount paid for the property, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner and the person from whom the property was purchased;

c. Remaining balance on any mortgage or other financing secured by the property;

d. Estimated market value of the property both in its current condition, and after completion of the proposed demolition, relocation, or removal, to be presented through an appraisal by a qualified professional expert;

e. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation;

f. An estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility or reuse of the existing structure on the property;

g. The assessed value of the land and improvements thereon according to the two most recent assessments;

h. Real estate taxes for the previous two years;

i. Annual debt service, if any, for the previous (2) two years;

j. All appraisals obtained within the previous two years by the owner or applicant in connection with his purchase, financing or ownership of the property;

k. All listing of the property for sale or rent, price asked and offers received, if any; and

i. Any consideration by the owner as to profitable adaptive uses for the property.

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ii. For income-producing property:

A. Annual gross income from the property for the previous two years;

B. Itemized operating and maintenance expenses from the previous two years;

C. Annual cash flow, if any, for the previous two years.

(e) Review of applications involving minor alterations. Applications for certificates of

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appropriateness involving only minor alterations shall be reviewed by the Minor Alterations Subcommittee of the Commission, subject to the following provisions:

(1) The Minor Alterations Subcommittee shall complete its review and mail notice to the applicant of its decision to approve or conditionally approve the application or to forward the application to the Preservation Commission for a decision. The notice of decision shall state the findings and reasons relied upon in reaching the decision.

(2) Decisions of the Minor Alterations Subcommittee to approve or conditionally approve an application must be by an affirmative vote of all members of the Subcommittee present. If there are any dissenting votes the application shall automatically be forwarded to the Preservation Commission for a decision unless the application is withdrawn by written request of the applicant.

(3) Where the decision of the Subcommittee is to conditionally approve the application, the decision of the Subcommittee shall be final and conclusive unless, within 10 days of the date of notice of the decision, the applicant files with the Planning Division a written appeal setting forth all the points of disagreement with the Subcommittee.

(4) Where the application has been forwarded or appealed to the Preservation Commission, the application shall be heard by the Commission at its next available regular, special, or additional meeting. Decisions of the Commission shall be in writing and shall state the findings and reasons relied upon in reaching the decision.

(f) Review of other applications. Applications for certificates of appropriateness other than for minor alterations shall be reviewed by the Preservation Commission, subject to the following provisions:

(1) Decisions of the Commission shall be in writing and shall state the findings and reasons relied upon in reaching the decision.

(2) For applications for all work, the Commission shall decide to approve, approve with conditions, or deny a certificate of appropriateness.

(3) For applications seeking approval on the basis of a finding of economic hardship, the Commission shall first review the application on the basis of criteria contained in Sections 10-4.403(a) through (d) and/or 10-4.404(d)1. If the applicable conditions are determined to

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not exist, then the application shall be reviewed on the basis of the criteria contained in Sections 10-4.403(e) and/or 10-4.404(d)(2).

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 4, Ord. 2740 c.s., eff. March 23,

1995, § 11, Ord. 2933 c.s., eff. June 3, 2004, and § 1, Ord. 3108 c.s., eff. February 8, 2013)

§ 10-4.403. Criteria for approval of certificates of appropriateness for other than demolition or removal.

The Minor Alterations Subcommittee, Commission, or the City Council upon appeal, shall issue a certificate of appropriateness only when it determines the following conditions to exist as applicable in each case:

(a) In the case of a landmark, the proposed work (other than demolition or removal):

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(1) Conforms to the prescriptive standards adopted by the Commission; and

(2) Will not detrimentally alter, destroy or adversely affect any exterior improvement or exterior architectural feature; and

(3) Will retain the essential elements that make the resource significant.

(b) In the case of all properties located within an historic district, the proposed work (other than demolition or removal):

(1) Conforms to the prescriptive standards adopted by the Commission; and

(2) Will not adversely affect the character of the district.

(c) In the case of properties supporting contributing buildings within an historic district, the proposed work (other than demolition or removal):

(1) Will not detrimentally alter, destroy, or adversely affect any exterior improvement or exterior architectural feature; and

(2) Will retain the essential elements that make the resource significant.

(d) In the case of construction of a new building, structure, or improvement on a site where a landmark is located or on a property within an historic district:

(1) The exterior of such improvements will not adversely affect and will be compatible with the external appearance of the existing designated improvements, buildings and structures on such site or within such district.

(e) In the case where the applicant has requested consideration for approval on the basis of economic hardship:

(1) It is not feasible to remove the resource to another site or otherwise preserve it; andThe property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom without approval of the proposed work.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 5, Ord. 2740 c.s., eff. March 23,

1995, and §§ 12, 13, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.404. Certificate of appropriateness for removal or demolition.Discretionary review of demolition permits. The demolition of a historic landmark, buildings in a historic district, or potential historic resource as described by this chapter is considered to be a discretionary permit and subject to the California Environmental Quality Act (CEQA) and

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Permit Streamlining Act. Therefore, a demolition permit shall not be issued pursuant to Title 9, Chapter 17, until the requirements of Article 4 herein have been met.

(b) Demolition review and conditions.

(1) The demolition of a landmark, structure located within an historic district, or potential historic resource shall be referred to the Commission for review and conditions.

(2) Where appropriate, the Commission may require that a memorial of the resources be incorporated into the proposed redevelopment of the site. Some examples are a photographic display, a book or pamphlet, an exhibit, re-use of original fixtures, and other methods deemed appropriate by the Commission.

(c) Concurrent processing of demolition permits and replacement plans.

(1) No permit to wholly or partially demolish, remove or relocate a historic landmark, building in a historic district, or potential historic resource shall be considered unless accompanied by complete applications for approvals necessary for the proposed new construction on the site.

(2) A demolition permit may not be issued until the building permit for the replacement structure is issued.

(3) Staff may refer the request for the replacement structure to the Commission for advisory direction.

(4) Exceptions may be granted to this section when compelled by public safety due to eminent hazard as determined by the Chief Building Official.

(d) Criteria for approval of certificates of appropriateness. The Commission, or the City Council upon appeal, shall issue a certificate of appropriateness only when it determines the following conditions to exist as applicable in each case:

(1) In the case of the whole or partial demolition or removal of a landmark or structure located within an historic district:

a. The structure and/or site is a hazard to public health or safety and repairs or stabilization are not physically possible; or

b. The site is required for a public use which will be of more benefit to the public than the historic resource, and there is no feasible alternative location for the public use; or

c. Removal of the resource to another site is not feasible or practical; or

d. For a building in an historic district, the proposed replacement structure will not detract from or adversely affect the character of the historic district; or

e. For a partial demolition or removal, such action will not result in the loss of the essential elements that make the resource significant.

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(2) In the case where the applicant has requested consideration for approval of whole or partial demolition or removal on the basis of economic hardship:

a. It is not feasible to remove the resource to another site or otherwise preserve it; and

b. The denial of the proposed work will work an immediate and substantial hardship on the applicant because of condition peculiar to the particular improvement; and

c. The property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom without approval of the proposed work."

SECTION 9. AMENDMENT OF CODE. Title 10, Chapter 4, Article 5, Section 10-4.501 is hereby amended and shall read as follows:

"§ 10-4.501 Commission review of alterations.

(§ 14, Ord. 2933 c.s., eff. June 3, 2004, as amended by § 1, Ord. 3102 c.s., eff. February 8, 2013)

§ 10-4.405. Expiration of certificate of appropriateness.

A certificate of appropriateness shall lapse and become void 36 months (or shorter period if specified as a condition of approval) from the date of final approval, unless a building permit (if required) has been issued and the work authorized by the Certificate has commenced prior to such expiration date and is diligently pursued to completion. Upon request of the property owner, a Certificate of Appropriateness may be extended by the Preservation Commission for an additional period of up to 12 months. The Preservation Commission may approve, approve with conditions, or deny any request for extension.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 14, 15, Ord. 2933 c.s., eff. June 3,

2004)

§ 10-4.406. Revocation of certificate of appropriateness.

A Certificate of Appropriateness may be revoked or modified for reasons of: (1) noncompliance with any terms or conditions of the Certificate; (2) noncompliance with any provisions of this chapter; or (3) a finding of fraud or misrepresentation used in the process of obtaining the Certificate. Revocation proceedings may be initiated by motion of the Preservation Commission or City Council. Once revocation proceedings have been

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initiated, all work being done in reliance upon such Certificate or associated permits shall be immediately suspended until a final determination is made regarding the revocation. The decision to revoke a Certificate of Appropriateness shall be made by the Preservation Commission following a public hearing, with written notice provided to the property owner at least 10 days prior thereto.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 14, Ord. 2933 c.s., eff. June 3, 2004)

ARTICLE 5

Advisory Review—Potential Historic Resources

§ 10-4.501. Commission review of alterations.

Any alteration to be conducted at the site of a potential historic resource or district may be referred by staff to the Commission prior to commencing any such work when staff determines that such review will assist the property owner in maintaining the significance and/or architectural integrity of the resource and to address issues of appropriateness and designation. Certain alterations, listed below, are excluded:

(a) Repairing or replacing deteriorated materials with applications or use of exterior materials of the same kind, type, and texture already in use on the resource and/or consistent with the style or period for re-roofing, windows, siding material, chimneys and fireplaces;

(b) Accessory structures;

(c) Fencing; and/or

(d) Additions or deletions of awnings, shutters, canopies and similar incidental

appurtenances."

SECTION 10. AMENDMENT OF CODE. Title 10, Chapter 4, Article 6, Section 10-4.601 is hereby amended and shall read as follows:

§ 10-4.502. Recommendations.

In the course of its review, the Commission shall assist and guide the property owner(s) of potential historic resources and districts with regard to proposed alterations on an advisory basis with the intention of finding solutions and directing the owner toward designation and/or appropriate changes that safeguard the resource. To facilitate the process, staff or the Commission may refer the matter to the Minor Alterations Subcommittee.

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(§ 16, Ord. 2933 c.s., eff. June 3, 2004)

Appeals.

§ 10-4.601. Appeals.

Any decision by the Commission to approve or disapprove a designation of a landmark or historic district, or to approve or disapprove a Certificate Of Appropriateness, or to remove or not remove a property from the potential historic resource list pursuant to Section 10-4.311, shall be final and conclusive unless, by 5:00 p.m. of the tenth (10th) day following such decision (or of the next working day if the tenth (10th) day falls on a weekend or holiday):

(a) A written appeal on the form designated by the City is filed by any interested party with the City Clerk requesting a public hearing before the City Council stating the grounds for the appeal and all required fees for said appeal are paid in full; or

(b) The Mayor or a member of the City Council requests a public hearing before the City Council stating the grounds for the appeal. Provided however that the City Council member or Mayor requesting the appeal shall disqualify him or herself from hearing the appeal unless he or she can certify in writing that the appeal is being requested as a result of public interest in the decision to be reviewed and he or she has no predisposition against or in favor of the project. The City Council as a whole shall be prohibited from voting to appeal any matter in which they will sit as the reviewing body.

Such appeal, or City Council request for a public hearing, shall be set for a public hearing by the City Clerk in a timely fashion."

SECTION 3. 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. 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. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

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APPROVED AS TO FORM: ATTEST:

_____ _____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

§ 10-4.602. Notice of public hearing before the City Council for appeals.

Notice of public hearing before the City Council to consider an appeal of the decision of the Preservation Commission shall be given in the same manner as set forth for the original application.

(§ 17, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.603. Decision of the City Council.

The decision of the City Council on all applications shall be final and conclusive. (§ 17, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 7

Maintenance and Repair

§ 10-4.701. Ordinary maintenance and repair.

Nothing in this chapter shall be construed to prevent the ordinary maintenance or repair of any exterior improvement or exterior architectural feature that does not involve a change in design, material or external appearance thereof, nor does this chapter prevent the alteration, restoration, demolition, removal, or relocation of any such improvement or architectural feature when the Chief Building Official certifies to the Commission that such action is required for the public safety due to an unsafe or dangerous condition and cannot be accomplished under the California Historical Building Code.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 16, Ord. 2933 c.s., eff. June 3, 2004,

and § 1, Ord. 3102 c.s., eff. February 8, 2013)

§ 10-4.702. Duty to keep in good repair.

The owner, occupant or other person in actual charge of a landmark or a building, structure, or improvement that is located within an historic district shall keep in good repair the exterior portions of all such buildings, structures, or improvements, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior improvement or exterior architectural feature.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 16, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 8

Enforcement

§ 10-4.801. Enforcement.

(a) It shall be the duty of the Chief Building Official or the Official's delegate to administer and enforce the provisions of this chapter.

(b) Methods of enforcement. In Addition to the regulations of this chapter, other regulations of the Redondo Beach Municipal Code, and other provisions of law which govern the appeal or disapproval of applications for permits, licenses or Certificates of Appropriateness covered by this chapter, the Chief Building Official shall have the authority to implement the enforcement thereof by serving notice requiring the removal of any violation of this chapter upon the owner, agent, occupant or tenant of the improvement, building, structure or land.

(c) Methods of enforcement. In addition to the foregoing remedies, the City Attorney may institute any necessary legal proceedings to enforce the provisions of this chapter, including the ability to maintain an action for injunctive relief to restrain or enjoin or to cause the correction or removal of any violation of this chapter, or for an injunction in appropriate cases.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 16, Ord. 2933 c.s., eff. June 3, 2004,

and § 1, Ord. 3102 c.s., eff. February 8, 2013)

§ 10-4.802. Penalties.

(a) For any action or development covered by this chapter that is undertaken without the issuance of a Certificate of Appropriateness or that is undertaken without full compliance with the terms and conditions of an issued Certificate of Appropriateness, the Chief Building Official shall order the action stopped by written notice. It shall be a misdemeanor for any person to carry out any work on any building, structure, improvement, or property in violation of a notice stopping such work or in violation of this chapter.

(b) In addition to other penalties, in the event a historic landmark, property within a district, property listed on the National Register or California

Register, or Potential Historic Resource is demolished without approvals pursuant to Articles 4, and 5 herein, no building permit shall be issued for any use of the site for five years.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 16, 18, Ord. 2933 c.s., eff. June 3,

2004, and § 1, Ord. 3102 c.s., eff. February 8, 2013)

Article 1

Proposed Amendments to RBMC Ordinance re Uniform Regulations

Note: Article 1 entitled "General Provisions," consisting of Sections 2-9.101 - 2-9.102, codified from Ordinance No. 2420 c.s., eff. 8-7-85, renumbered by Ordinance No. 2437 c.s., eff. 6-5-86 and Ordinance No. 2705 c.s., eff. 10-21-93, amended in its entirety by Ordinance No. 2797 c.s., eff. 4-17-97.Commissions

§ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 1, SECTIONS 2-9.100., 2-9.101, 2-9.102, 2-9.103, 2-9.106 and 2-9.107, AND ADDING SECTIONS 2-9.110 AND 2-9.111 AND DELETING IN ITS ENTIRETY SECTION 2-9.108 PERTAINING TO UNIFORM REGULATIONS OF COMMISSIONS

[RECITALS]

COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.100 is hereby amended to read as follows:

"§ 2-9.100 Appointment and terms of members.

(a) (a) The members of each board and commission shall serve for a term of four years, commencing October 1 and ending September 30 or as soon thereafter as his or her successor is appointed and qualified.

(b) (b) The members of each board and commission shall be appointed by the Mayor, subject to confirmation by the City Council, within 60 days after the expiration of the four-year term or within 60 days after a vacancy occurs. If the Mayor shall have failed to make an appointment within such period, any member of the City Council may nominate an eligible person to fill such vacancy.

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Four affirmative votes of the City Council to appoint such nominated person shall result in the appointment. Any appointment to fill an unexpired term shall be for such unexpired period.

(c) (c) A term of four years is a full term and a term of less than four years is a partial term. No person shall serve more than two full terms on on the same board or commission. No after serving two full terms on that board or commission. If a person serves a partial term that exceeds two years, or serves more than one partial term that cumulatively exceeds two years, (excluding any leap day), it shall be considered a full term for the purpose of this provision. No member of a board or commission shall serve simultaneously on more than one board or commission, or as an elected or appointed official, or City employee, of the City of Redondo Beach.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.101.(d) If a section related to the appointment and terms of members of a specific commission differs from this section, the section related to the appointment and terms of members of the specific commission shall prevail."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.101 is hereby amended to read as follows:

"§ 2-9.101 Organization meetings, chairperson, meeting cancelations.

(a) (a) Each board or commission shall meet as soon after the first day of October of every year as practical for the purpose of organizing. At such organization meeting, or in the first meeting after a vacancy in the chairperson or vice chair position is declared, the boards and commissions shall organize themselves by electing one of its members to serve as chairperson for the ensuing year and one of its members as secretary.and one member to serve as vice chair for the ensuing year. Commissions may elect a new Chair/Vice Chair at any time, but, at a minimum, a Chair/Vice Chair must be elected annually, as described above. Each board or commission shall hold a regular meeting at least once each month, subject to the meeting cancelation procedures in subdivision (bc) of this section. In addition to any such regular meetings, each board orand commission shall, upon approval of a majority, may hold whatever special meetings may be necessary or convenient to dispose of business within its jurisdiction without delay, with the approval of the City Council, City Manager, or staff liaison with

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the approval and/or at the direction of the City Manager. All proceedings of any board or commission shall be open to the public.

(b) Commissions may form subcommittees on subject matters within their jurisdiction, and subject to the rights and powers granted to the Commission, by a motion approved by the majority of the commission. Any subcommittee formed shall be comprised of less than the number of commission members that would constitute a quorum of the commission under the Brown Act (defined as the Ralph M. Brown Act, California Government Code sections 54950, *et seq.*, and as otherwise amended and codified under California law). The subcommittee must have a defined termination date and/or terminate upon the completion of a specified task or purpose. Each commission may, by a motion approved by the majority, empower a subcommittee to report back to the commission regarding its subcommittee deliberations during public session and/or empower the subcommittee to produce written materials and/or an oral report for staff, the City Council, and/or another City commission. With the approval of the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager, the subcommittee may represent the commission in a public meeting of another public agency.

~~(b)~~ (c) Regular ~~monthly~~ meetings may only be canceled (i) for an anticipated lack of business ~~only~~or a quorum by a majority vote of commissioners or members, and only during the regular meeting that immediately precedes the meeting to be canceled~~.~~, or (ii) for an anticipated lack of business or a quorum, or other unforeseen circumstances, by the staff liaison with the approval and/or at the direction of the City Manager. The staff liaison or City Manager shall inform the City Council and Mayor of the cancellation and the reason(s) for it. In order to cancel a meeting, the commissioners or members must publicly vote to cancel the next scheduled meeting during the "Adjournment" item on the commission agenda. No future meetings beyond the next scheduled meeting may be canceled in advance~~.~~."

~~(§ 1, Ord. 2797 c.s., eff. April 17, 1997, as amended by § 1, Ord. 3043 c.s., eff. November 7, 2009, § 1, Ord. 3062 c.s., eff. November 21, 2010, § 1, Ord. 3083 c.s., eff. September 16, 2011, § 1, Ord. 3096 c.s., eff. October 18, 2012, § 1, Ord. 3114 c.s., eff. December 5, 2013, § 1, Ord.~~

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3133 c.s., eff. August 7, 2015, § 1, Ord. 3159 c.s., eff. August 18, 2016, § 1, Ord. 3203 c.s., eff. August 21, 2020, and § 1, Ord. 3219 c.s., eff. October 21, 2021; Ord. 3270 c.s., eff. July 6, 2024)

§ 2-9.102. SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.102 is hereby amended to read as follows:

"§ 2-9.102 Procedure.

The following procedure shall be followed by boards and commissions, at public meetings:

(a) (a) Each member of a board or commission who is present for a vote shall vote unless he or shethe member states the reasons for abstentionabstaining for the record.

(b) Each board and commission (b) City staff shall maintain a true and correct record of all proceedings of such boardall boards or commission in books devoted solely to such purpose.
(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.103. Proceedings.

Each board or commission may prescribe its own rules and regulations consistent with the provisions of this Code and in accordance with any ordinances or resolutions governing the operation of said commission. All of such rules or regulations shall be kept on file in the office of the City Clerk and shall beensure such records are available at all times for inspection by to the public. All boards and commissions shall have the same power as through the City Council to compel the attendance of witnesses under oath and to issue or cause to be issued subpoenas for the attendance of such witnesses and any evidence deemed necessary by the board or commissionClerk's office.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.104. Budget requirements.

The City Manager shall recommend in the annual budget sufficient appropriations of funds to provide for the required expenses of each board and commission to permit it to conduct its business in an efficient and proper manner.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

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§ 2-9.105. Members' compensation.

No member of any board or commission shall receive any compensation for such services; provided, however, that all members shall be entitled to reimbursement for necessary traveling and other expenses when on business of the City on order of the board or commission and upon approval by the City Council.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§SECTION 4. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.103 is hereby amended to read as follows:

"§ 2-9.103 Proceedings.

Each board or commission shall conduct its public meetings in accordance with the Redondo Beach Municipal Code and City Council Rules of Conduct and Decorum."

SECTION 5. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.106. is hereby amended in its entirety to read as follows:

"§ 2-9.106 Membership eligibility.

Membership on any City board or commission shall be limited to residents who are registered voters of the City, with the exception of the Youth Commission as defined in Article 6 of this chapter. Each commission may have additional eligibility and qualification requirements as specified by the sections governing each commission."

(§ 1, Ord. 2797 c.s., eff. April 17, 1997, as amended by § 1, Ord. 2858 c.s., eff. November 16, 2000)

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§ 2-9.107.SECTION 6. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.107 is hereby amended in its entirety to read as follows:

"§ 2-9.107 Vacancies.

(a) In the event that any member of any following instances a board or commissioner's position shall automatically become vacant and so declared by the City Council:

(1) A board or commission shall bemember resigns;

(2) A board or commission member informs the Mayor and City Council in writing that they are unable to fulfill their term for any reason;

(3) A board or commission member is convicted of a crime involving moral turpitude;

(4) A board or commission member ceases to be a legally registered voter of the City;

(5) A board or commission member ceases to reside in the City of Redondo Beach;

(6) A board or commission member is removed by the City Council pursuant to Section 2-9.109; or

(7) A board or commission member is absent from thethree regular meetings of such board or commission for aduring any twelve (12) month period of 60 days consecutively following the last regulartime after October 1, 2025. For the purposes of determining absences, a board or commission member shall not be deemed absent if a meeting attended by such memberis canceled, unless by permission of the City Council expressed in its official minutes, or in the event such member shall be convicted of a crime involving moral turpitude, or ceases to be a registered voter of the City, his or her office shall become vacant and shall be so declared by the City Council.the board or commission member's absence was the cause of the meeting's cancelation due to lack of quorum.

(c) Vacancies occurring in any board or commission shall be filled in the manner set forth in Section 2-9.100.."

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

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§ 2-9.108. Oaths SECTION 7. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.108 is hereby repealed in its entirety:

SECTION 8. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.110 is hereby added in its entirety to read as follows:

"2.9-110 General Powers and affirmations. Duties

The chairperson or chairperson pro tempore of (a) All commissions shall provide advice to the City Council on matters within their jurisdiction as defined in the respective sections addressing each board or commission's powers and duties. This is the primary duty of all commissions.

(b) Commissions shall provide advice on matters assigned to the commission shall by the Redondo Beach Municipal Code, the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

(c) Commissions shall provide advice to the City Council on annual budgets and strategic plans prior to the City Council's deliberations on these matters.

(d) Commissions may, under the "Commission Member Items and Future Commission Agenda Topics" section of the commission's meeting agenda, advise the City Council on a matter if: 1) a commissioner moves to agendize the item, another commissioner seconds the motion and the commission approves agendizing the matter by majority vote; and 2) it is a matter that falls within the jurisdiction, powers and duties of the commission; and 3) the staff liaison, with the approval and/or at the direction of the City Manager, agrees. On matters in which the staff liaison disagrees with the commission, the commission may, by majority vote, seek the City Council's determination as to the appropriateness of the commission's proposed action. The staff liaison or City Manager shall inform the City Council and Mayor of the disagreement and the commission's request.

(e) Commissions may have the additional powers and duties as defined in the sections related to each commission.

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SECTION 9. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.111 is hereby added in its entirety to read as follows:

"2.9-111 Limited and Restricted Scope of Powers and Duties of Commissions:

Except as otherwise provided in the Redondo Beach Municipal Code and/or those sections related to specific commissions:

(a) Each commission is a reviewing and advising/recommending body only; and

(b) Each commission and each commissioner shall have no power ~~to administer oaths and affirmations to~~, duty, responsibility, role or authority to:

(1) Demand that any particular City staff, personnel, contractor, elected or appointed official, or any other person ~~appearing~~or entity participate in or appear before ~~any such board or~~ a meeting of the commission ~~during the~~ or undertake any action or omission;

(2) Demand that any documents or information be provided to or generated for the commission;

(3) Direct, interfere with or participate in, the operations or management of any City department, staff, personnel, or contractor;

(4) Review, evaluate, investigate, or comment upon matters that are solely within the duties and functions of any other commissions or committees, unless directed to do so by the City Council, City Manager or staff liaison with the approval and/or at the direction of the City Manager; or

(5) Review, evaluate, investigate, or comment upon individual complaints involving any City department, personnel, contractor, elected or appointed officials or others; or

(6) Represent to be acting for on behalf of the City, its staff, personnel, or contractors;

(7) Commit the officers, employees, staff, or elected or appointed officials of the City to a specific position or to any course of action, may

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not make referrals to City staff, except as authorized by specific sections governing the commission or if specifically directed by the City Council;

(8) Act in an investigation or hearing.oversight role of any City function, department or over any elected or appointed positions; or

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.109. Removal of members.

The members of each board and commission(9) Assert any power, authority, or privileges through the use of their title or appointed position in any context other than that which is allowed by the Redondo Beach Municipal Code.

(e) Commissioners who violate, or other fail to abide with, this section may be removed from office by a voteby the City Council in accordance with Title 2, Chapter 9, section 2-9.109.

SECTION 10. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the majorityCity inconsistent herewith, to the extent of all membersuch inconsistencies and no further, are hereby repealed.

SECTION 11. If any section, subsection, sentence, clause, or phrase of the Councilthis 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.

(§ 1, Ord. 3221 c.s., eff. October 21, 2021)SECTION 12. This ordinance shall be published by one insertion in the official newspaper of said city, and same

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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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

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Article 4

Proposed Amendments to RBMC Ordinance re Public Works and Sustainability Commission

Note: Article 4 entitled "Environmental and Public Utilities Commission," consisting of Sections 2-9.401 - 2-9.403, codified from Ordinance No. 2573 c.s., eff. 3-22-90, as amended by Ordinance Nos. 2644 c.s., eff. 12-26-91; 2649 c.s., eff. 3-5-92 and renumbered by Ordinance No. 2705 c.s., eff. 10-21-93, was replaced in its entirety by Ordinance No. 2776 c.s., eff. 9-5-96.

§

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 4, SECTIONS 2-9.401, 2-9.402, AND 2-9.403 PERTAINING TO THE PUBLIC WORKS, SAFETY, AND SUSTAINABILITY COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,

CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.401. is hereby amended to read as follows:

"§ 2-9.401 Created.

There is hereby created a Public Works, Safety, and Sustainability Commission.."

(§ 1, Ord. 2776 c.s., eff. September 5, 1996, as amended by § 1, Ord. 3250 c.s., eff. March 23, 2023)

§ 2-9.402.SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.402 is hereby amended to read as follows:

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"§ 2-9.402 Appointment and terms of members.

(a) (a) The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each council district and two members shall be appointed at large. Except in cases of practical difficulty, unnecessary hardship, or extreme differences, two members shall be persons experienced in construction, two members shall be physically handicapped persons, and one person shall be a public member. The Chief Building Official shall be an ex officio member of the Commission, but shall not be entitled to vote.

(b) The members shall serve for a term of four years, commencing on October 1 and ending September 30, or as soon thereafter as his or her successor is appointed and qualified.

(c) No person shall serve more than two full terms on the Commission. No person shall serve simultaneously on more than one board or commission.

(§ 1, Ord. 2776 c.s., eff. September 5, 1996, and Ord. 3271-24 c.s., eff. July 6, 2024)

§SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.403. is hereby amended to read as follows:

"§ 2-9.403 Powers and duties – Appeals.

(a) (a) The Commission shall advise the Mayor and City Council in all matters relating to public works, capital improvement programs, solid waste and hazardous waste disposal, public utilities, traffic and transportation as directed by the City Council, and in such other matters as may also be directed by the City Council, City Manager, or staff liaison with the City Council approval and/or at the direction of the City Manager.

(b) (b) The Commission shall advise the Mayor and City Council on all environmental issues, including evaluating solutions to City problems and overall advancement through an environmental and sustainability lens.

(c) Wherever any powers issues related to Public Works Department operational activities, infrastructure and duties are assigned to either the Environmental and Public Utilities Commission or the Traffic Commission by any of the provisions of this Code, the elements of the General Plan, or any resolution or directive of the City Council, such powers or duties shall be performed by the Public Works and Sustainability Commission infrastructure projects, and regulatory compliance and as directed by City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

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(c) The Commission shall review city-wide crime, fire/medical response, homelessness, and accident statistics and trends on an annual basis, and from this review, provide the commission's concerns and advice on crime and accident statistics and trends to the City Council. The Commission shall provide advice on other public safety related issues when requested by the City Council.

(d) The Commission shall also act as an advisory board to the City Council and Mayor with respect to matters specifically assigned to it from time to time by, or at the direction of, the City Attorney, City Manager, Chief of Police or Fire Chief with the approval and/or direction of the City Manager, or City Council, concerning proposed contracts, funding, legislation or policy initiatives that may substantively impact the quality of life, public safety, privacy, or other major concerns of the City's residents. The Commission shall promptly, with the assistance of the staff liaison, study, discuss, evaluate, and make written reasoned recommendations in an advisory capacity directly to the City Council and Mayor for consideration, as to those specific matters assigned to the Commission. Those recommendations may be issued by the Commission as a whole, and/or by individual Commissioners.

~~(d)~~ (e) The Commission shall also be responsible for hearing all appeals previously under the purview of the Handicapped Access Appeals Board to completion, which includes hearing written appeals brought by any person regarding action taken by the Building Division of the Community Development Department or the City in the enforcement of the requirements of **Health and Safety Code**, Part 5.5, including the exceptions contained in Section 19957. The Commission may approve or disapprove ~~interpretation~~interpretations of any provision of Part 5.5 of the **Health and Safety Code**, and enforcement actions taken by the Building Division of the Community Development Department. All such approvals or disapprovals shall be final and conclusive as to the Community Development Department of the City, in the absence of fraud or abuse of discretion.

~~(e)~~ (f) Any interested person may appeal an order of the Chief Building Official within 20 days of the mailing of such order by the Chief Building

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Official. An appeal shall be in writing and must be received on or before the last day of the appeal period. This time limitation is mandatory and jurisdictional.

~~(f)~~ (g) Not less than 10 days prior to the date of hearing, the Commission shall cause to be posted notices of the time, date, and place of the hearing at a conspicuous place at the Redondo Beach City Hall, and to be visibly posted at a conspicuous place on not less than two locations on the project which is the subject of the appeal. The Commission may cause to be posted such notices at other locations likely to give notice to interested persons. In addition, the Commission shall give written notice by mail to any person who requests in writing special notice of any or all hearings to be held under this section. However, failure to so notify any person having made a request for notice shall not invalidate the decision or findings of the Commission.

~~(g)~~ (h) The Commission shall hold a hearing not less than 14 days, but not more than 21 days from the time of the filing of a written appeal from an action taken by the Building Division of the Community Development Department, and shall render its decision in writing, including its findings, within 14 days of the conclusion of the hearing~~.~~."

~~(§ 1, Ord. 2776 c.s., eff. September 5, 1996, as amended by § 2, Ord. 3250 c.s., eff. March 23, 2023, and Ord. 3271-24 c.s., eff. July 6, 2024)~~SECTION 4. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 5. 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.

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SECTION 6. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

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Article 7

Proposed Amendments to RBMC Ordinance re Harbor Commission

Article 7**ORDINANCE NO. XXXX-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 7, SECTION 2-9.702 AND AMENDING SECTIONS 2-9.704 and 2-9.709 AND RENUMBERING TO 2-9.703 AND 2-9.704 RESPECTIVELY, AND DELETING SECTIONS 2-9.705, 2-9.706, 2-9.707, 2- 9.708, 2-9.709 AND 2-9.712 AND RENUMBERING SECTIONS 2-9.710 TO 2-9.705; 2-9.711 TO 2-9.706; AND 2-9.714 TO 2-9.707 PERTAINING TO THE HARBOR COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9,

§ 2-9.701. Created.

There is hereby created a Harbor Commission (referred to in this article as "Commission") for the City consisting of eight members until September 30, 1991, or until a vacancy is declared by the Council, whichever first occurs, and thereafter the Commission shall consist of seven members. (§ 1, Ord. 2327 c.s., eff. April 14, 1982, as amended by § 1, Ord. 2351 c.s., eff. November 1,

1982, § 1, Ord. 2427 c.s. eff. October 16, 1985, § 1, Ord. 2509 c.s., eff. September 1, 1988, and §

1, Ord. 2564 c.s., eff. December 21, 1989, as renumbered by § 1, Ord. 2705 c.s., eff. October 21,

1993)

§ 2-9.702. Jurisdiction.

The jurisdiction of the Commission shall be limited to the harbor-pier area boundary as delineated on the map set forth in Section 10-2.2512 of the

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Redondo Beach Municipal Code." [OR, REPLACE THE MAP IN 2-9.714 of this article.WITH THE MAP IN 10-2.2512.]

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, and amended by § 1(13), Ord. 2844 c.s., eff. November 4, 1999)

§ 2-9.703. Appointment and terms of members.

Members of the Commission shall serve for a term of four years and shall hold office until their successors are appointed and qualified. The term of office shall commence October 1 and end September 30 four years hence. Appointments to the Commission shall be made in such a manner that an equal number of appointments shall expire every two years. The initial term of office for a member appointed pursuant to Section 704(a) of this article shall expire on September 30, 1991. Thereafter, all appointments and reappointments shall be for a period of four years.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as amended by § 2, Ord. 2351 c.s., eff. November 1, 1982, § 1, Ord. 2427 c.s., eff. October 16, 1985, and § 1, Ord. 2509 c.s., eff. September 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, and amended by § 1(14), Ord. 2844 c.s., eff. November 4, 1999)

§ 2-9.704. Qualifications for appointment.

Appointments Unless otherwise authorized by the City Council, appointments to the Commission shall be in accordance with the following criteria:

(a) (a) One member shall be a boatsailboat or powerboat owner who regularly uses the boating facilities in King Harbor. The designee shall maintain boat ownership during his or her term of office. The sale of the boat, without the repurchase of another within one month after the sale, shall result in a vacancy in office. The boating representative is intended to represent and further the interests of the boaters and vessel operators in King Harbor.

(b) (b) One member may be selected from a list of names submitted by any commercial harbor/pier association. Any list of names submitted by a harbor/pier association shall be submitted to the City Clerk's Department no later than 305 days prior to the close of the deadline for Commissioner

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applications. The mayorMayor may select a member from one of these groupslists of names, or alternatively, select a member at-large.

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(c) One member shall be a person who lives adjacent to, but at least 1,000 feet outside of, the jurisdiction of the Commission. This person shall not be a sailboat or powerboat owner, or a member of any commercial harbor/pier association. The intent of this representative is to further the interests of residents who live in close proximity to, and may be most regularly and directly impacted by, and benefited from, operations and development in the harbor.

~~(c)~~ (d) Each of the remaining members of the Commission shall have training and experience in one or more of the following disciplines or designations:

~~(1) A State-registered civil or structural engineer, or five years' practical experience in a related engineering field;~~

~~(2) A member of the Bar of the State;~~

~~(3) A State-licensed architect;~~

(1) An engineer with a degree in engineering and at least three years of engineering experience. The intent of the engineering representative is to add engineering insight into the Commission's deliberations;(2) A member of the Bar of the State with at least three years of legal experience as an attorney. The intent of the legal experience is add practical legal insight, experience, and considerations, as well as additional critical and analytical thought, into the Commission's deliberations, which may include contracts, complex issues, and other relevant matters .

(3) A person with at least three years of experience in leasing or managing rental property. The intent of the property management representative is to add property management insight into the Commission's deliberations.

(4) A person with at least three years of experience managing a retail, restaurant, or marine-related business. The intent of the business management representative is to add business management and operations insight into the Commission's deliberations.

(4) A person with at least three years of experience in a marine and/or watercraft education related profession or practice. The intent of this representative is to add marine and/or watercraft educational representation into the Commission's deliberations.

(5) A person with at least three years of experience in construction management or development. The intent of the construction representative is to add construction insight into the Commission's deliberations.

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(6) A person who is a recreational user of the harbor and surrounding waters, lives at least 1,000 outside of the jurisdiction of the Commission, and is not a sailboat or powerboat owner or member of any commercial harbor/pier association. The recreational user representative is intended to represent and further the interests of additional recreational uses of the harbor area by a category of persons who may not otherwise be represented on the Commission.

(7) Any of the following:

~~(4)~~ (a) A certified public accountant, or an officer of a financial institution, with at least three years of experience;

~~(5)~~ (b) An oceanographer or marine engineer with ~~five years' practical~~at least three years of experience;

~~(6)~~ (c) A State-licensed real estate broker with at least three years of experience;

~~(7) A property manager with five years' practical experience;~~

~~(8)~~ (d) A State-licensed general contractor with at least three years of experience;

~~(9)~~ (e) A practicing economic or financial consultant with ~~five years'~~at least three years of experience;

~~(10)~~ (f) A commercial developer with ~~five years'~~at least three years of experience;

~~(11)~~ (g) An executive or owner/operator of a business with at least three years of experience;

~~(12)~~ (h) A management level employee with ~~five years' practical~~at least three years of experience with a public or governmental entity; ~~and~~

~~(13)~~ (i) A management level employee with at least ~~five years'~~three years of experience in harbor recreational development.

~~No discipline shall be represented by more than one member.~~

~~(§ 3, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, and § 1, Ord. 2509 c.s., eff. September 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993; Ord. 3268-24 c.s., eff. 5/9/2024)~~

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§ 2-9.705. Filling vacancies.

If any vacancy shall occur in the membership of the Commission, other than by expiration of the term of office, the vacancy shall be filled by the Mayor with the approval of the Council for the unexpired term of the vacated office.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by § 3, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

§ 2-9.706. Existing members: Expiration of terms.

The respective terms of office of all existing members(f) A member of the Commission shall terminate on or after November 1, 1982, and upon the who qualifies for appointment and qualification of their successors.

(§ 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16,

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1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

§ 2-9.707. Appointment of a chairperson.

At the first meeting under more than one criteria, discipline, or designation, may, over the duration of that member's term, have that criteria, discipline, or designation changed when a vacancy of the Commission in every fiscal year, the members of the Commission shall appoint one of their number as a chairperson and one of their number as a vice chairperson, both of whom shall hold office for one year and until his or her successor is appointed.is filled.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 18, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

§ 2-9.708. Meetings and failure to attend.

The Commission shall hold regular meetings(g) No more than three Commissioners may be members of the same public or private club, association, or organization, that exists within the Harbor Commission's geographic jurisdiction.

(a) (h) Where practical, at least once every month.

(b) In the event anyone member of the Commission shall absent him or herself should be appointed from the regular meetings of the Commission for a period of 60 days consecutively following the last regular meeting attended by such member, unless by permission of theeach Council expressed in its official minutes, or in the event such member shall be convicted of a crime involving moral turpitude or ceases to be a qualified elector of the City, his or her office shall become vacant and shall be so declared by the Council.district, with qualifications for appointment prioritized over district residency."

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

§ SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.709 is hereby amended and renumbered to Section 2-9.704 to read as follows:

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§ 2-9.704. Powers and duties.

(a) (a) The Commission shall hold hearings on all applications for conditional use permits and variances Administrative Design Review, Planning Commission Design Review, Conditional Use Permits, Variances, Planned Development Review, Development Agreements, and Temporary Use Permits for the use and development of lands within the jurisdiction of the Commission as provided for in Section 10-2.2512 of Article 12 of Chapter 2 of Title 10 of this Code.

(b) (b) The Commission shall hold hearings on any matter concerning the commercial or recreational development of the harbor. within its jurisdiction. This shall include those matters listed in subdivision (a) above and applications provided for in Section 10-2.2512, hearings related to Coastal Development Permits, and environmental studies, within the jurisdiction of the Commission.

(c) The Commission shall further the commercial and recreational development of the harbor.
(c) The Commission shall advise the City Council on recommendations and concerns related to the current and future commercial and recreational development of the harbor. The Commission shall be informed of applications for General Plan Amendments, Rezoning, and Local Coastal Program being proposed in the area of its jurisdiction. Unless otherwise directed by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager, the Commission shall review and advise the City Council on proposed General Plan, zoning, and Local Coastal Program changes to the area under its jurisdiction.

(Ref 10.2.2512)

(d) (d) The Commission shall be advised and may recommend to the Council on all new and assigned lease and sublease arrangements with the City relating to harbor lands, facilities, or improvements.

(e) The Commission shall be advised and may report to the Council on all subleases with firms doing business within the jurisdiction of the Commission.

(f) The in its jurisdiction. Periodically, the Commission shall be advised review, and may report to advise the City Council on the assignment of all leases, concerning vacancies and subleases with leasing or subleasing trends in the City relating to harbor lands, facilities, or improvements. and pier area under its jurisdiction.

The Commission shall advise the (e) The Commission shall advise the City Council of concerns and/or recommendations related to land-side and/or water-side

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operations within its jurisdiction. The Commission shall receive periodic reports from Harbor Master/Patrol and Police on incidents, responses, and crime in the area of the Commission jurisdiction. The Commission may make recommendations to the City Council related to public safety in the harbor.

~~(g)~~ (f) The Commission shall advise the City Council on any other matter concerning the harbor when so requested by the ~~Council~~City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

~~(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as~~SECTION 4. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Sections 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, and 2-9.712 are hereby deleted in their entirety.

SECTION 5. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.710 is renumbered ~~by §§ 3 and 4, Ord. 2351 c.s., eff.~~

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November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, asto Section 2-9.705; Section 2-9.711 is renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as amended by § 1, Ord. 2790 c.s., eff. March 6, 1997, and § 1(15), Ord. 2844 c.s., eff. November 4, 1999, asto 2-9.706; and Section 2-9.714 is renumbered by § 2, Ord. 3221 c.c., effto 2-9.707.

October 21, 2021)

§ 2-9.710. Procedures for processing applications.

Applications for conditional use permits and variances shall be filed with the Waterfront and Economic Development Department and shall be processed in the manner set forth in Sections 10-2.2506 and 10-2.2510 of Article 12 of Chapter 2 of Title 10 of this Code.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, amended by § 1(16), Ord. 2844 c.s., eff. November 4, 1999, and § 1, Ord. 3104 c.s., eff. February 8, 2013, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

§ 2-9.711. Finality of decisions: Appeal of decisions.

(a) Decisions for the approval or denial of a permit or other entitlement by Harbor Commission may be appealed to the City Council, subject to the appeal procedures provided in the municipal code for the underlying permit/entitlement.

(b) In the event that there are no specific appeal procedures provided in the municipal code for the permit/entitlement, each and every person wishing to challenge the Harbor Commission's decision shall file an appeal by 5:00 p.m. of the tenth calendar day following the Harbor Commission's decision (or the next working day if the tenth calendar day falls on a weekend, holiday, or a day the City's offices are closed). In computing 10 calendar days, the day of the Harbor Commission's decision shall be excluded. The appeal must be submitted in writing and specify in detail the grounds for the appeal. All of the appellant's grounds for the appeal must have been: (1) listed in the written appeal; and (2) presented to Harbor Commission orally or in writing prior to the decision on the permit/entitlement ("exhaustion requirement"). The failure to comply with this exhaustion requirement shall be grounds for denial of those portions of the appeal which were not exhausted.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, and § 1, Ord. 2521

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c.s., eff. December 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, repealed and replaced by § 1, Ord. 3125 c.s., eff. January 16, 2015, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

§ 2-9.712. Rules and regulations.

The Commission shall establish and publish such rules and regulations as it deems necessary for its government and for the faithful performance of its duties.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

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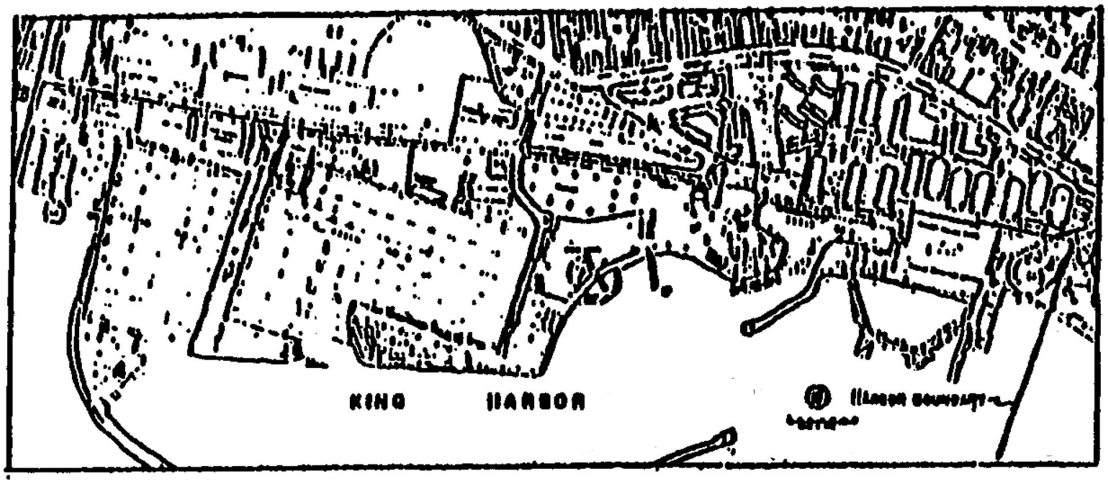
§ 2-9.714. Map of the harbor area.



(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)SECTION 6. 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 7. 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 8. 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.

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PASSED, APPROVED AND ADOPTED this XXth day of XXXXX, 2025.

_____

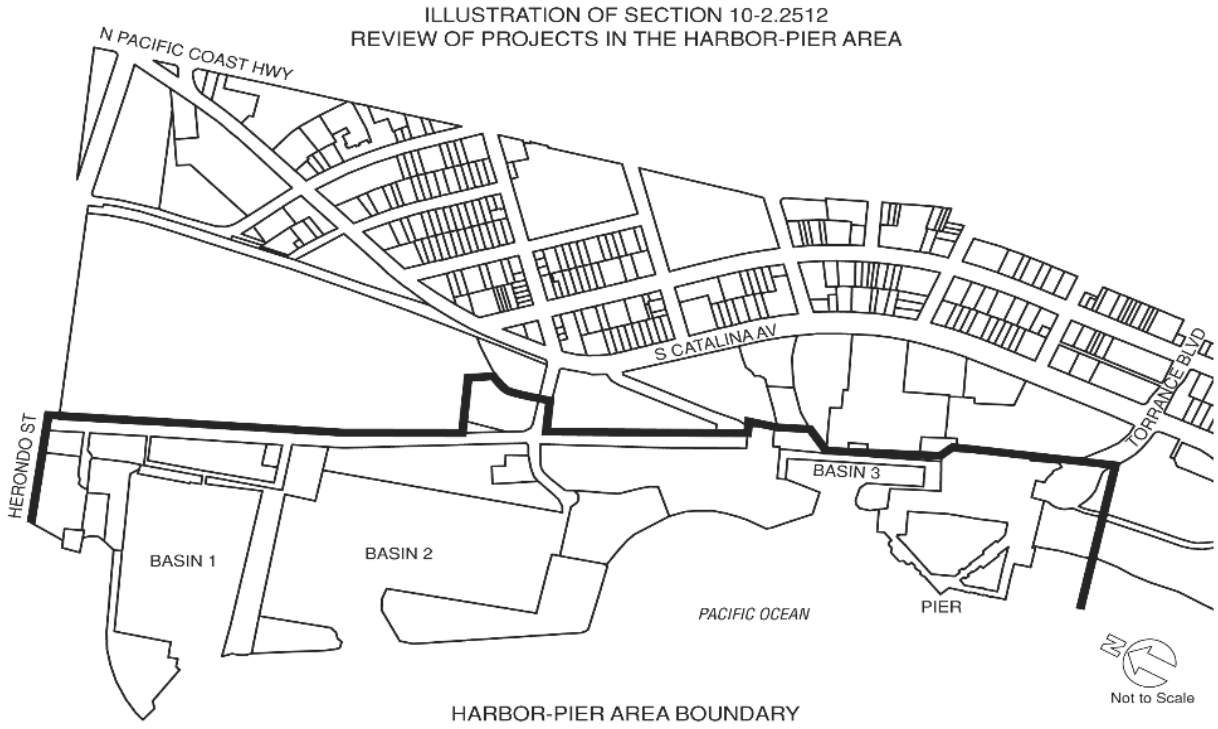
James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk



Replace the below map with the above map

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Article 10

Proposed Amendments to RBMC Ordinance re Planning Commission

§ 2-9.1001. Created.

There is hereby created a Planning Commission. (§ 1, Ord. 2794 c.s., eff. April 17, 1997)

§ 2-9.1002. ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 10, SECTIONS 2-9.1002 AND 2-9.1003 PERTAINING TO THE PLANNING COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,

CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 10, Section 2-9.1002 is hereby amended and shall read as follows:

"§ 2-9.1002 Appointment and terms of members.

(a) The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.."

(b) The original term of one member shall expire on September 30, 1998; the original term of two members shall expire on September 30, 1999; the original term of two members shall expire on September 30, 2000; and the original term of two members shall expire on September 30, 2001.

(§ 1, Ord. 2794 c.s., eff. April 17, 1997, as amended by § 1, Ord. 2806 c.s., eff. September 5, 1997)

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§ 2-9.1003.SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 10, Section 2-9.1003 is hereby amended and shall read as follows:

"§ 2-9.1003 Powers and duties.

(a) (a) The Commission shall have such powers and duties as prescribed for planning commissions under any law of the State, ordinance of the City, resolution of the City Council, or the Master Plan of the City. These duties include, but are not limited to, those found in Title 10 and summarized as follows:

(1) Acting as advisory agency to City Council related to subdivisions and subdivision compliance (Title 10, Chapter 1, Article 1, 10-1.106)

(2) Issuing decisions related to tentative maps (Title 10, Chapter 1, Article 5, 10-1.504)

(3). Issuing decisions related to exceptions (Title 10, Chapter1, Article 9, 10-1.903)

(4) Conducting hearings related to minor subdivisions (Title 10, Chapter 1, Article 10, 10-1.1010)

(5) Adjudicating lot line adjustments (Title 10, Chapter 1, Article 11, 10-1.1101)

(6) Adjudicating condominium subdivisions (Title 10, Chapter 1, Article 12, 10-1.1204)

(7) Conducting appeal hearings regarding density bonus determinations issued by the Community Development Director. (Title 10, Chapter 2, Article 9, 10-2.2107 and Title 10, Chapter 5, Article 9, 10-5.2107)

(8) Conducting appeal hearings regarding administrative design reviews (Title 10, Chapter 2, Article 12, 10-2.2500; Title 10, Chapter 5, Article12, 10-5.2500)

(9) Conducting hearings on Planning Commission design reviews (Title 10, Chapter 2, Article 12, 10-2.2502; Title 10, Chapter 5, Article 12,10-5.2502))

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(10) Conducting hearings on zoning amendments (Title 10, Chapter 2, Article 12, 10-2.2504; Title 10, Chapter 5, Article 12,10-5.2504)

(11) Conducting hearings on general plans, specific plans, and Coastal LUP amendments (Title 10, Chapter 2, Article 12, 10-2.2505; Title 10, Chapter 5, Article 12,10-5.2505)

(12) Conducting hearings on conditional use permits (Title 10, Chapter 2, Article 12, 10-2.2506; Title 10, Chapter 5, Article 12,10-5.2506)

(13) Conducting appeal hearings on administrative use permits (Title 10, Chapter 2, Article 12, 10-2.2507)

(14) Conducting appeal hearings regarding modification decisions issued by the Community Development Director (Title 10, Chapter 2, Article 12, 10-2.2508, Title 10, Chapter 5, Article 12,10-5.2508)

(15) Conducting hearings on variances (Title 10, Chapter 2, Article 12, 10-2.2510; Title 10, Chapter 5, Article 12,10-5.2510)

(16) Conducting hearings on planned development reviews (Title 10, Chapter 2, Article 12, 10-2.2514; Title 10, Chapter 5, Article 12,10-5.2514)

(17) Conducting hearings on development agreements (Title 10, Chapter 2, Article 12, 10-2-2518; Title 10, Chapter 5, Article 12,10-5.2518)

(18) Conducting appeal hearings on reasonable accommodations decisions issued by the Community Development Director. (Title 10, Chapter 2, Article 12, 10-2-2522; Title 10, Chapter 5, Article 12,10-5.2522)

(19) Conducting hearings on coastal development permits (Title 10, Chapter 5, Article 10, 10-5.2212)

(20) Conducting appeal hearings on coastal development permits issued by the Community Development Director. (Title 10, Chapter 5, Article 10, 10-5.2222)

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(b) (b) The Commission shall advise the Mayor and City Council in all matters relating to planning, zoning and the physical development of the City, and in other such matters as directed by the City Council and in such other matters as may be directed by, City Manager, or staff liaison with the City Council. approval and/or at the direction of the City Manager."

(§ 1, Ord. 2794 c.s., eff. April 17, 1997) SECTION 3. 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. 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. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

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Article 13

Proposed Amendments to RBMC Ordinance re Budget and Finance Commission

§

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 13, SECTIONS 2-9.1301. Created. AND 2-

There is hereby created a Budget and Finance Commission. (§ 1, Ord. 2805 c.s., eff. September 5, 1997)

§ 2-9.1302.9.1302 PERTAINING TO THE BUDGET AND FINANCE COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 13, Section 2-9.1301 is hereby amended and shall read as follows:

"§ 2-9.1301 Appointment and terms of members.

(a) The Commission shall consist of seven members appointed by the Mayor, subject to approval. Unless otherwise authorized by the City Council.

(b) The original term of, one member shall expire on September 30, 1998; the original term of be appointed from each Council district and two members shall expire on September 30, 1999; the original term of two members shall expire on September 30, 2000; and the original term of two members shall expire on September 30, 2001.be appointed at large."

(§ 1, Ord. 2805 c.s., eff. September 5, 1997)

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§ 2-9.1303.SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 13, Section 2-9.1302 is hereby amended and shall read as follows:

"§ 2-9.1302 Powers and duties.

The Commission shall be an advisory commission only. It shall:

(a) (a) Maintain a continuous study of the City's finances, including sources of municipal revenue and methods of proper spending of public moneys, assist the City Manager and City Council in financial planning, and recommend methods of, upon City Council, City Manager, or Finance Director request, provide recommendations and advice on obtaining and financing permanent public improvements in the City as from time to time may be suggested by the City Manager or the City Council; and

(b) Perform such other duties as directed by the City Council, City Manager, or staff liaison with the City Council. (§ 1, Ord. 2805 c.s., eff. Septemberapproval and/or at the direction of the City Manager."

SECTION 3. 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. 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, 1997). 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 XXth day of XXXXX, 2025.

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_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

(b) Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

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Article 14

Public Art**Proposed Amendments to RBMC Ordinance re Cultural Arts Commission**

§ 2-9.1401. Cultural Arts Commission Created.

There**ORDINANCE NO. XXXX-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 14, SECTIONS 2-9.1402 AND 2-9.1403 PERTAINING TO THE CULTURAL ARTS COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 14, Section 2-9.1402 is hereby created the Cultural Arts Commission.

(§ 1, Ord. 3030 c.s., eff. January 2, 2009; amended by Ord. 3278-24 c.s., eff. October 1, 2024)and shall read as follows:

§"§ 2-9.1402. Appointment and terms of members.

(a) The Commission shall consist of seven members. TheTo the extent practical, the members of the Commission shall be composed of: two members appointed from among professionals in the disciplines of architecture, landscape architecture, urban planning, engineering, design or other related cultural and arts disciplines, to the extent such professionals are available in the City; two members appointed from a recognized arts or artists organization; and the remaining three members shall be appointed at-large.."

(b) The original term of each member shall expire on September 30, 2012, or as soon thereafter as his or her successor is appointed and qualified.

(c) Notwithstanding the term limits provided in Section 2-9.100 of the Redondo Beach

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Municipal Code, a maximum of two members may be appointed by the Mayor, subject to confirmation by the City Council, to serve for an additional two year term on a one-time basis.

(§ 1, Ord. 3030 c.s., eff. January 2, 2009, as amended by § 1, Ord. 3160 c.s., eff. September 2, 2016)

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 14, Section 2-9.1403 is hereby amended and shall read as follows:

§ 2-9.1403. Powers and duties.

The Commission shall:

(a) (a) Act as adviser to the City Council in all matters pertaining to public art in Redondo Beach. Public art in Redondo Beach shall be defined as artworks that are identified through a gift, City purchase, or artist commission, that are displayed in any publicly owned property or right-of-way area including parks, City buildings and facilities, streets, medians, sidewalks, plazas and in any other public location determined by the City Council;

(b) (b) Make recommendations to the City Council for public art program guidelines, the artistic criteria for public art, the acquisition of public art, artwork commissioning and deaccession, the creation of public art infrastructure, and the preservation and maintenance of public art in the City;

(c) (c) Make recommendations for a prioritized list of public art projects to be considered as part of the City's strategic planning and annual capital project and budgeting processes;

(d) (d) Stimulate public interest in such public art programs and projects;

(e) (e) Make recommendations to the City Council related to performing arts events and programs, including, but not limited to, theater, music, film, fine art, literature, poetry; and

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~~(f)~~ (f) Perform such other duties as from time to time may be assigned to it by the City Council~~. (§ 1, Ord. 3030 c.s., eff. January 2, 2009, amended by Ord. 3278-24 c.s., eff. October 1, 2024)~~

~~§ 2-9.1404. Meetings.~~

~~Notwithstanding Section 2-9.101 of this Code,~~, City Manager, or staff liaison with the ~~Cultural Arts Commission shall not be required to hold monthly meetings,~~approval and ~~instead shall hold a regular meeting~~/or at ~~least once every other month and whatever special meetings may be necessary or convenient to dispose of business without delay.~~the direction of the City Manager

~~(§ 1, Ord. 3030 c.s., eff. January 2, 2009, amended by Ord. 3278-24 c.s., eff. October 1, 2024)~~SECTION 3. 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. 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. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

1406.

Article 15

Proposed Amendments to RBMC Ordinance re Public Amenities Commission

§ 2-9.1501. Public Amenities Commission.

There is hereby created a Public Amenities Commission.
(Ord. 3272-24 c.s., eff. August 28, 2024)

§ 2-9.1502. Membership and terms.

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 15, SECTIONS 2-9.1502 AND 2-9.1503 PERTAINING TO THE PUBLIC AMENITIES COMMISSION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,

CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 15, Section 2-9.1502 is hereby amended and shall read as follows:

"§ 2-9.1502 Appointment of members.

(a) (a) Membership. The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.

(1) The Mayor, to the extent practicable, shall make reasonable efforts to reassign current commissioners from the former Historical, Library, Preservation, and Recreation & Parks Commissions with existing terms to a suitable Commission.

(2) (b) To the extent practicable, three members shall be appointed from among professionals in the disciplines of architecture, history, architectural

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history, urban planning, archeology, or other historic preservation or related disciplines, such as American Studies, American Civilization, cultural geography, or anthropology. All members of the Public Amenities Commission shall have a demonstrated interest, competence, experience, or knowledge in historic preservation, art and literature, and the cultural heritage of the City.".

(b) Terms. The members of the Public Amenities Commission shall serve for terms commencing October 1 and ending September 30 or as soon thereafter as his or her successor is appointed. The term lengths shall be staggered as follows: three members' terms shall end two years from the date of appointment; four members' terms shall end four years from the date of appointment. The duration of each member's term shall be within the Mayor and City Council's discretion.

(c) The members of the Commission shall be appointed by the Mayor, subject to confirmation by the City Council, within 60 days after the expiration of the four year term or within 60 days after a vacancy occurs. If the Mayor shall have failed to make an appointment within such period, any member of the Council may nominate an eligible person to fill such vacancy. Four affirmative votes of the Council to appoint such nominated person shall result in the appointment. Any appointment to fill an unexpired term shall be for such unexpired period.

(d) No person shall serve more than two full terms on the Commission, and no person shall serve simultaneously on more than one board or commission.

(Ord. 3272-24 c.s., eff. August 28, 2024)

§ 2-9.1503. SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 15, Section 2-9.1503 is hereby amended and shall read as follows:

"§ 2-9.1503 Powers and duties.

The Public Amenities Commission shall have the following powers and duties:

(a) (a) Historical resource and amenities powers and duties:

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(1) Investigate, maintain, and catalog all(1) Provide recommendations related to public access to historical information, documents, records and pictures that would be of general interest to of the City and its citizens;

(2) Compile records and recordings;

(3) Promote the keeping of a written historical record of the City in narrative form;

(4) Perform volunteer services at the Redondo Beach Historical Museum;

(5) Participate in, promote, and conduct(2) Recommend public information, educational, interpretive programs pertaining to historic resources;

(3) Make recommendations on the content of public plaques, signs and similar displays at properties with documented historic resources in the City of Redondo Beach.

(4) Recommend historic sites, buildings, etc. for application of historic site designations and placards. Upon approval by the City Council, support the appropriate application documents and filings.

(b) (b) Preservation program and ordinance duties:

(1) Study, review, conduct(1) Conduct public hearings, and make decisions regarding proposed designations and removal of designations of landmarks and historic districts;

(2) Maintain a(2) Review and advise the City Council on the currentness and completeness of the City's register of landmarks and historic districts within the City;

(3) Determine an(3) Recommend appropriate system of markers for landmarks and historic districts;

(4) Adopt application and submittal requirements for Certificates of Appropriateness to alter, restore, demolish, remove, or relocate any landmark or any improvement located within a historic district and adopt(4) Adopt prescriptive standards to be used by the Commission in reviewing such applicationsCertificates of Appropriateness;

(5) (5) Review and render decisions regarding all alteration, restorationsignificant alterations, demolition, removal, and relocation proposals related to landmarks and properties within historic districts in conjunction with applications for Certificates of Appropriateness pursuant to Chapter 4 of Title 10 of this Code;

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(6) Conduct, or cause to be conducted, a comprehensive survey of those properties within the boundaries of the City which have not been surveyed at the time the Commission is established;

(7) Prepare, or cause to be prepared,(6) Review and make recommendations on various preservation-related documents intended to assist the owners of historic resources and the Commission in their review of applications. These may include a general information booklet describing historic styles, a rehabilitation manual or design guidelines;

Develop,historic styles, a rehabilitation manual or cause to be developed, and recommenddesign guidelines;

(8) (7) Recommend to the City Council a program of incentives for preservation of historic resources;

(9) (8) Investigate and report to the City Council on the use of various Federal, State, local or private funding resources and mechanisms available to promote historic resource preservation within the City;

(10) (9) Review and comment upon proposed modifications in regulation regarding land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, the County or State, which directly affect landmarks and historic districts;

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~~(11)~~ ~~Retain~~(10) Recommend consultants and ~~conduct~~ studies, as the Commission deems desirable or necessary ~~subject to prior~~to conduct its role, and pending City Council approval ~~of expenditures of City funds by~~to retain such consultants and studies, the ~~City Council~~Commission shall review the resulting work product;

~~(12)~~ (11) Cooperate with other local, County, State and Federal Government in the pursuit of the objectives of historic preservation;

~~(13)~~ ~~Render advice and guidance, upon the request of the~~(12) Provide written responses to requests from property ~~owner or occupant, on~~owners seeking findings under the Preservation Ordinance related to the alteration, restoration, landscaping or maintenance of any historic resource within the City;

~~(c)~~ (c) Recreation and Parks duties:

~~(1)~~ (1) Act as adviser to the City Council in all matters pertaining to public recreation programs, including playgrounds and public recreation related entertainment;

~~(2)~~ ~~With~~(2) Review and provide recommendations to the ~~assistance of~~City Council on the ~~Community Services Director, prepare an~~ annual ~~estimate or~~ budget ~~purposes for the funds necessary to carry on an adequate~~related to recreational ~~program in~~programming across the City ~~and submit such estimate to~~through the City Manager~~;~~.

~~(3)~~ ~~Assist in every way with~~(3) Provide recommendations related to the development of recreation in the City, help stimulate public interest in such recreation program, and ~~cooperate~~collaborate with schools located in the City and all other agencies relative to securing and developing a full and complete recreational ~~program~~programs;

~~(d)~~ (d) Library duties:

~~(1)~~ ~~Plan a program~~(1) Evaluate and provide recommendations for the development, extension, maintenance, and improvement of library facilities and ~~park facilities~~library programs in the City.

(e) Any other duties or responsibilities as directed by City Council~~. (Ord. 3272-24 c.s., eff. August 28, 2024)~~, City Manager, or staff liaison with the approval and/or at the direction of the City Manager."

SECTION 3. 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. 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. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

_____

~~(e)~~ Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

~~ARTICLE 1~~

~~General Provisions~~

Proposed Amendments to RBMC Ordinance re Historic Resources Preservation

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 4, ARTICLES 1, 3, 4, 5 AND 6, SECTIONS 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 PERTAINING TO HISTORIC RESOURCES PRESERVATION

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 10, Chapter 4, Article 1, Section 10-4.104 is hereby amended and shall read as follows:

§ 10-4.101. Short title.

This chapter shall be known as the "preservation ordinance." (§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.102. Purpose and intent.

The purpose of this chapter is to promote the public health, safety, and general welfare by providing for the identification, protection, enhancement, perpetuation, and use of historic resources such as building, structures, sites, places and districts within the City that reflect special elements of the City's architectural, artistic, cultural, historical, political, and social heritage for the following reasons:

(a) To safeguard the City's heritage by encouraging the protection of landmarks representing significant elements of its history;

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(b) To foster civic and neighborhood pride and a sense of identity based on an appreciation of the City's past and the recognition and use of historic resources;

(c) To enhance the visual character of the City by preserving diverse architectural styles reflecting phases of the City's history and by encouraging complementary contemporary design and construction;

(d) To strengthen the economy of the City by protecting and enhancing the City's attractions to residents, tourists, and visitors;

(e) To stabilize and improve property values within the City by recognizing historic landmarks and by protecting areas of historic buildings from encroachment by incompatible designs;

(f) To promote the enjoyment and use of historic resources appropriate for the education and recreation of the people of the City;

(g) To integrate the preservation of historic resources and the extraction of relevant data from such resources into public and private land management and development processes;

(h) To conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment; and

(i) To take whatever steps are reasonable and necessary to safeguard the property rights of owners whose property is declared to be a landmark or is located in an historic district.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.103. Area of application.

This chapter shall apply to all historic resources, publicly and privately owned, within the corporate limits of the City of Redondo Beach.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

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§ 10-4.104. Definitions.

For the purpose of this chapter, unless otherwise apparent from the context, certain words and phrases are defined as follows:

"Alteration" means any exterior change or modification of any landmark or of any improvement located on a property within an historic district including, but not limited to, exterior changes to or modifications of an improvement, or a structure or any of its architectural details or visual characteristics, including paint color and surface texture, grading, surface paving, and new structures.

Alteration, minor. "Minor alteration" means an alteration that has been determined to have limited potential to affect the defining character and architectural style of the subject structure or resource. In no case shall minor alterations include actions involving new construction or full or partial demolition of a resource, or actions requiring approval on the basis of a finding of economic hardship.

"Certificate of appropriateness" means a certificate approving such plans, specifications, design, or statements of work, for any proposed alteration, restoration, demolition, removal, or relocation, in whole or in part, of or to improvements relative to landmarks or any property within a historic district.

"Commission" means the ~~Preservation~~Public Amenities Commission established by Chapter 9, Title 2 of this Code.

"Contributing building" means a building within an historic district that has a special character, special historic or aesthetic interest or value, and is incorporated into the district for that reason.

"Demolition" means any acts that destroy in whole or in part, a building, structure, or improvement.

"Exterior architectural feature" means the architectural style, design, general arrangement, components, natural features and all the outer surfaces of an improvement, including, but not limited to, the kind and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, and other fixtures appurtenant to such improvement.

"Historic district" may be a geographic district or a thematic district. A "geographic district" means any geographic area, such as one or more blocks or block faces containing a multiple number of historically significant resources within the area. A "thematic district" means a compilation of historic resources that are not geographically linked, but rather are linked by similar characteristics that can be clearly articulated. In either kind of district the resources collectively have a special character or special historic, cultural, architectural, archeological, community or aesthetic value, or represent one or more architectural periods or styles typical to the history of the City. The resources may or may not have individual merit, but rather are significant because of qualification in a district.

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"Historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area of scientific, aesthetic, educational, cultural, architectural, or historic significance to the citizens of the City.

"Improvement" means any building, structure, place, wall, fence, gate, sign, landscaping, or other object constituting a physical alteration of real property, or any part of such alteration.

"Landmark" means any improvement that has historical, cultural, aesthetic or architectural

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character or value, or which represents one or more architectural periods or styles typical to the history of the City and that has been designated as a landmark pursuant to this chapter.

"Minor Alterations Subcommittee" means a subcommittee of the Preservation Commission whose function is to review certificates of appropriateness involving minor alterations and to advise the Commission on matters of an architectural and design nature. The Minor Alterations Subcommittee shall consist of the following three members appointed by the chairperson of the Commission: the staff liaison to the Commission, and two members of the Commission, one of which shall be a professional from the field of architecture, if such a professional sits on the Commission.

"Noncontributing building" means a building within an historic district that does not possess the qualifications or characteristics of a contribution building due to such factors as age or alteration, but which has been included within the district because of its impact on the geographic integrity and overall character of the district.

"Ordinary maintenance" means any cleaning, painting, or similar work that does not result in the alteration of an improvement.

"Person" means any individual, association, partnership, firm, corporation, public agency, or political subdivision.

"Potential historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area that is: (1) listed in the City's Historic Resources Inventory with a National Register rating of 1-5 or a local survey rating of A or B; and/or (2) listed in the National Register of Historic Places or California Register; and/or (3) that has been evaluated pursuant to the California Environmental Quality Act and determined by the Community Development Director to meet the criteria listed in (1) and/or (2) above.

"Relocation" means the displacement of any improvement within the same site.

"Removal" means the displacement of any improvement from the site.

"Restoration" means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.”

(§SECTION 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 1(60), Ord. 2844 c.s., eff. November

. AMENDMENT OF CODE. Title 10, Chapter 4, 1999, §§ 2, 3, Ord. 2933 c.s., eff. June 3, 2004, and § 1, Ord. 3107 c.s., eff. February 8, 2013)

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ARTICLE 2

Landmark and Historic District Designation Criteria

§ 10-4.201. Designation criteria.

For the purposes of this chapter, an historic resource may be designated a landmark, and an area may be designated an historic district pursuant to Article 3 of this chapter, if it meets one or more of the following criteria:

(a) It exemplifies or reflects special elements of the City's cultural, social, economic, political, aesthetic, engineering, or architectural history; or

(b) It is identified with persons or events significant in local, state or national history; or

(c) It embodies distinctive characteristics of a style, type, period, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship; or

(d) It is representative of the notable work of a builder, designer, or architect; or

(e) Its unique location or singular physical characteristic(s) represents an established and familiar visual feature or landmark of a neighborhood, community, or the City.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

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ARTICLE 3

Designation of Landmarks and Historic Districts

§ 10-4.301. Nomination requirements, landmark.

Nominations of an historic resources as a landmark shall be made only by application of the property owner or property owners representing a majority or controlling interest in the property on which the resource is located, and the owner or owners representing a majority or controlling interest in the improvement if such improvement has been legally severed.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

~~§~~ 10-4.302~~.~~ is hereby amended and shall read as follows:

"§ 10-4.302 Minimum eligibility requirements, landmark.

In order to be eligible for consideration as a landmark, an historic resource must be at least 50 years old; with the exception that an historic resource of at least 30 years of age may be eligible if the ~~Preservation~~ Commission determines that the resource is very exceptional, or that it is threatened by demolition, removal, relocation, or inappropriate alteration~~.~~."

~~(§ 2, Ord. 2554 c.s., eff. August 31, 1989)~~

SECTION 3. AMENDMENT OF CODE. Title § 10-~~4.303~~4303. Nomination requirements, historic district.

The initiation of a proposed historic district may arise from a property owner or group of property owners in a potential historic district, or by the City based on information of a historic survey. When such an initiation is proposed, the City will assist in preparing the defining characteristics of a geographical district or a thematic district, whichever the case may be. Only those properties for which the property owners submit a nomination to be included in a proposed or existing district will be considered to be within the district. The district boundary will not include any property without the written consent of the property owner of said property.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 1, Ord. 2638 c.s., eff. September 5,

1991, and § 4, Ord. 2933 c.s., eff. June 3, 2004)

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§"§ 10-4.304. Minimum eligibility requirements, historic district.

In order to be eligible for consideration as an historic district, at least 75% of the buildings in the proposed district (excluding accessory buildings) must be at least 50 years old or otherwise meet the requirement of Section 10-4.302. In addition, no more than 25% of the buildings in the proposed district (excluding accessory buildings) may be noncontributing. Noncontributing buildings may be included as part of an historic district only to the extent that the Preservation Commission determines them to be essential to the geographic integrity of the district. The Preservation Commission shall make determinations identifying any noncontributing buildings within an historic district as part of the review process.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.305. Delay of work pending hearing.

Once a completed application has been accepted for the designation of a landmark or an historic district, no building, alteration, demolition, removal, or relocation permits for any historic resource, improvement, building, or structure relative to a proposed landmark or within a

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proposed historic district shall be issued until a final determination is made regarding the proposed designation, except as provided under Article 6 of this chapter.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.306. Notice.

Notice of the date, place, time and purpose of hearings shall be given by first class mail to the owner(s) of all nominated resource(s) at least 10 days prior to the date of the public hearing, using the names and addresses of such owners as shown on the latest equalized assessment rolls and shall be advertised in a newspaper of general circulation at least 10 days prior to the hearing. Failure to send any notice by mail to any property owner where the address of such owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed designation. The Preservation Commission may also give such other notice as they deem desirable and practicable.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.307. Owner's is hereby amended and shall read as follows:

"§ 10-4.307 Owner's withdrawal of consent.

A property owner who has signed an application for inclusion of his or her property in a proposed historic district may withdraw such consent by filing a written notice of withdrawal with the City Clerk at any time prior to the close of the public hearing thereon before the Preservation Commission or before the City Council on appeal, if any.."

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 1, Ord. 2638 c.s., eff. September 5, 1991)

§ 10-4.308. SECTION 5. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.308 is hereby amended and shall read as follows:

"§ 10-4.308 Commission study and determination.

Upon acceptance of a completed application for the designation of a landmark or historic district, a public hearing shall be scheduled before the Preservation Commission to study the proposed designation and to determine its eligibility and qualifications. Following the public hearing, the Commission shall decide to approve, in whole or in part, or disapprove the designation. All decisions to approve or disapprove designations shall be made by resolution, and shall set forth the findings and reasons relied upon in making the determination.."

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(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 5, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.309.SECTION 6. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.309 is hereby amended and shall read as follows:

"§ 10-4.309 Notice of designation, City departments.

Notice of the designation of a landmark or an historic district shall be transmitted to all appropriate City departments and any other interested governmental and civic agencies.

Each City department shall incorporate the notice of designation into its records, so that future decisions or permissions regarding or affecting a landmark or historic district shall be made with the knowledge of the designation. For projects to be carried out by the City, or subject to discretionary approval by the City, that have a direct adverse effect on a landmark or properties within an historic district as determined by the responsible department, notice shall be given to the Preservation Commission. The Preservation Commission may review such projects and provide comments and recommendations to the reviewing or decision-makingdecisionmaking body.."

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

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§SECTION 7. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.310. is hereby amended and shall read as follows:

"§ 10-4.310 Removal of designation.

(a) (a) In the event of substantial destruction of a landmark or historic district, the owner or owners of a landmark or owners representing a majority or controlling interest in a minimum of 51% of the parcels in an historic district may apply for removal of designation. The Preservation Commission or City Council may also initiate removal in such circumstances. The removal of a designation for this reason shall be processed and decided in the same manner as designations as set forth in this article, with the additional requirement that the determination of substantial destruction shall be set forth in the findings of the Commission.

(b) (b) The complete demolition or removal of a landmark shall result in the removal of the landmark designation.

(c) (c) Once a landmark or historic district designation has been removed, affected properties shall no longer be subject to any provision or regulation of this chapter.."

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

SECTION 8. AMENDMENT OF CODE. Title 10, Chapter 4, Article 4, Section 10-4.404 is hereby amended and shall read as follows:

"§ 10-4.404

§ 10-4.311. Removal of a property from the potential historic resource list.

The property owner of a property identified by the City as a potential historic resource may request that the property be removed from the list if he or she provides specific written and verifiable documentation refuting that the property meets the criteria for designation as a landmark as described herein. An example would be that documentation is discovered that an unknown architect designed a property that was thought to have been designed by a famous architect, or the structure has been altered to an extent that the historic integrity has been lost. The Commission shall review the request for removal following the same procedures identified in Sections 10-4.306, 10-4.308 and 10-4.309 herein.

(§ 6, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.312. Use of California Historical Building Code.

All repairs, alterations, restorations, or changes in use of existing buildings and structures designated as landmarks or included as part of an historic

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district, or otherwise considered a historic resource under state law, may conform to the standards of the California Historical Building Code as an alternative to complying with building standards as set forth in Title 9 of this Code, notwithstanding the fact that such buildings may be nonconforming.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 6, 7, Ord. 2933 c.s., eff. June 3,

2004)

§ 10-4.313. Historic property variances.

Historic variances may be applied to local landmarks and contributors in historic districts. The landmark constitutes a property condition for the purposes of determining whether the property owner is denied privileges enjoyed by other property owners in the vicinity and within the same zoning district. Procedures and requirements of Section 10-2.2516 of the Zoning Ordinance and 10-5.2516 of the Coastal Plan Implementing Ordinance must be followed for the variance process. (§ 8, Ord. 2933 c.s., eff. June 3, 2004)

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§ 10-4.314

§ 10-4.314. Adaptive reuse.

A Historic Overlay Zone (H) may be created pursuant to Section 10-2.1400-1420 of the Zoning Ordinance and Section 5.1400-1420 of the Coastal Plan Implementing Ordinance. An H zone may contain development standards, uses (including adaptive re-uses), and other provisions that are unique to the zone.

(§ 8, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 4

Certificate of Appropriateness Required

§ 10-4.401. Actions requiring certificate of appropriateness.

(a) For landmarks or properties within an historic district, no person shall alter, restore, demolish, remove, or relocate any exterior improvement or architectural feature that is either a contributing characteristic of the resource or visible from any public right-of-way; or alter, restore, place, erect, remove, or relocate any permanent sign visible from a public right-of- way; or alter, restore, place, erect, remove, or relocate any interior characteristic that was identified as contributing during the designation without being granted a certificate of appropriateness, except as provided under Article 7 of this chapter. Approval of such work shall be required even if no other permits or entitlements are required by the City.

(b) For potential historic resources, no person shall demolish, remove, or relocate any exterior improvement or architectural feature that is either a contributing characteristic of the resource or visible from any public right-of-way without being granted a certificate of appropriateness, except as provided under Article 7 of this chapter. Approval of such work shall be required even if no other permits or entitlements are required by the City.

(c) Minor alterations. The Commission may, by resolution, adopt a list of those types of alterations that are subject to approval of a certificate of appropriateness that are deemed to be "minor" in nature. The Commission may modify the list of minor alterations from time to time by resolution as circumstances warrant. Applications for certificates of appropriateness involving only minor alterations shall be reviewed pursuant to procedures in Section 10-4.402(e).

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 3, Ord. 2740 c.s., eff. March 23,

1995, and § 9, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.402. Review procedures for certificates of appropriateness.

The following procedures shall be followed in processing applications for certificates of appropriateness.

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(a) Application. An application shall be filed by the applicant with the Preservation Commission.

(b) Application materials. Such application shall be accompanied by such materials as are required by the Commission and the Community Development Department that are reasonably necessary for the proper review of the proposed project.

(c) Noticing.

(1) Minor alterations. No public noticing shall be required for applications for certificates of appropriateness involving only minor alterations.

(2) All applications other than minor alterations. For applications involving other than minor alterations, public notice shall be provided as determined by resolution of the Preservation Commission. Such resolution shall include at a minimum that where the property is part of an historic district there shall be mailed notice not less than 10 days prior to the date of such hearing to persons owning all other properties within the

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historic district.

(d) Economic hardship. In cases where the applicant intends to seek approval on the basis of economic hardship, the following material shall be submitted as part of the application:

(1) For all property:

a. Form of ownership or operation of the property, whether sole proprietorship, for- profit or not-for-profit corporation, limited partnership, joint venture, or other method;

b. The amount paid for the property, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner and the person from whom the property was purchased;

c. Remaining balance on any mortgage or other financing secured by the property;

d. Estimated market value of the property both in its current condition, and after completion of the proposed demolition, relocation, or removal, to be presented through an appraisal by a qualified professional expert;

e. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation;

f. An estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility or reuse of the existing structure on the property;

g. The assessed value of the land and improvements thereon according to the two most recent assessments;

h. Real estate taxes for the previous two years;

i. Annual debt service, if any, for the previous (2) two years;

j. All appraisals obtained within the previous two years by the owner or applicant in connection with his purchase, financing or ownership of the property;

k. All listing of the property for sale or rent, price asked and offers received, if any; and

i. Any consideration by the owner as to profitable adaptive uses for the property.

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ii. For income-producing property:

A. Annual gross income from the property for the previous two years;

B. Itemized operating and maintenance expenses from the previous two years;

C. Annual cash flow, if any, for the previous two years.

(e) Review of applications involving minor alterations. Applications for certificates of

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appropriateness involving only minor alterations shall be reviewed by the Minor Alterations Subcommittee of the Commission, subject to the following provisions:

(1) The Minor Alterations Subcommittee shall complete its review and mail notice to the applicant of its decision to approve or conditionally approve the application or to forward the application to the Preservation Commission for a decision. The notice of decision shall state the findings and reasons relied upon in reaching the decision.

(2) Decisions of the Minor Alterations Subcommittee to approve or conditionally approve an application must be by an affirmative vote of all members of the Subcommittee present. If there are any dissenting votes the application shall automatically be forwarded to the Preservation Commission for a decision unless the application is withdrawn by written request of the applicant.

(3) Where the decision of the Subcommittee is to conditionally approve the application, the decision of the Subcommittee shall be final and conclusive unless, within 10 days of the date of notice of the decision, the applicant files with the Planning Division a written appeal setting forth all the points of disagreement with the Subcommittee.

(4) Where the application has been forwarded or appealed to the Preservation Commission, the application shall be heard by the Commission at its next available regular, special, or additional meeting. Decisions of the Commission shall be in writing and shall state the findings and reasons relied upon in reaching the decision.

(f) Review of other applications. Applications for certificates of appropriateness other than for minor alterations shall be reviewed by the Preservation Commission, subject to the following provisions:

(1) Decisions of the Commission shall be in writing and shall state the findings and reasons relied upon in reaching the decision.

(2) For applications for all work, the Commission shall decide to approve, approve with conditions, or deny a certificate of appropriateness.

(3) For applications seeking approval on the basis of a finding of economic hardship, the Commission shall first review the application on the basis of criteria contained in Sections 10-4.403(a) through (d) and/or 10-4.404(d)1. If the applicable conditions are determined to

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not exist, then the application shall be reviewed on the basis of the criteria contained in Sections 10-4.403(e) and/or 10-4.404(d)(2).

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 4, Ord. 2740 c.s., eff. March 23,

1995, § 11, Ord. 2933 c.s., eff. June 3, 2004, and § 1, Ord. 3108 c.s., eff. February 8, 2013)

§ 10-4.403. Criteria for approval of certificates of appropriateness for other than demolition or removal.

The Minor Alterations Subcommittee, Commission, or the City Council upon appeal, shall issue a certificate of appropriateness only when it determines the following conditions to exist as applicable in each case:

(a) In the case of a landmark, the proposed work (other than demolition or removal):

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(1) Conforms to the prescriptive standards adopted by the Commission; and

(2) Will not detrimentally alter, destroy or adversely affect any exterior improvement or exterior architectural feature; and

(3) Will retain the essential elements that make the resource significant.

(b) In the case of all properties located within an historic district, the proposed work (other than demolition or removal):

(1) Conforms to the prescriptive standards adopted by the Commission; and

(2) Will not adversely affect the character of the district.

(c) In the case of properties supporting contributing buildings within an historic district, the proposed work (other than demolition or removal):

(1) Will not detrimentally alter, destroy, or adversely affect any exterior improvement or exterior architectural feature; and

(2) Will retain the essential elements that make the resource significant.

(d) In the case of construction of a new building, structure, or improvement on a site where a landmark is located or on a property within an historic district:

(1) The exterior of such improvements will not adversely affect and will be compatible with the external appearance of the existing designated improvements, buildings and structures on such site or within such district.

(e) In the case where the applicant has requested consideration for approval on the basis of economic hardship:

~~(1)~~ It is not feasible to remove the resource to another site or otherwise preserve it; ~~and~~

~~(2) The denial of the proposed work will work an immediate and substantial hardship on the applicant because of condition peculiar to the particular improvement; and~~

~~(3)~~(1) ~~The~~and The property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom without approval of the proposed work.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 5, Ord. 2740 c.s., eff. March 23,

1995, and §§ 12, 13, Ord. 2933 c.s., eff. June 3, 2004)

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§ 10-4.404. Certificate of appropriateness for removal or demolition.

~~(a)~~ Discretionary review of demolition permits. The demolition of a historic landmark, buildings in a historic district, or potential historic resource as described by this chapter is considered to be a discretionary permit and subject to the California Environmental Quality Act (CEQA) and Permit Streamlining Act. Therefore, a demolition permit shall not be issued pursuant to Title 9, Chapter 17, until the requirements of Article 4 herein have been met.

~~(b)~~ (b) Demolition review and conditions.

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(1) (1) The demolition of a landmark, structure located within an historic district, or potential historic resource shall be referred to the Preservation Commission for review and conditions.

(2) (2) Where appropriate, the Commission may require that a memorial of the resources be incorporated into the proposed redevelopment of the site. Some examples are a photographic display, a book or pamphlet, an exhibit, re-use of original fixtures, and other methods deemed appropriate by the Commission.

(c) (c) Concurrent processing of demolition permits and replacement plans.

(1) (1) No permit to wholly or partially demolish, remove or relocate a historic landmark, building in a historic district, or potential historic resource shall be considered unless accompanied by complete applications for approvals necessary for the proposed new construction on the site.

(2) (2) A demolition permit may not be issued until the building permit for the replacement structure is issued.

(3) (3) Staff may refer the request for the replacement structure to the Preservation Commission for advisory direction.

(4) (4) Exceptions may be granted to this section when compelled by public safety due to eminent hazard as determined by the Chief Building Official.

(d) (d) Criteria for approval of certificates of appropriateness. The Commission, or the City Council upon appeal, shall issue a certificate of appropriateness only when it determines the following conditions to exist as applicable in each case:

(1) (1) In the case of the whole or partial demolition or removal of a landmark or structure located within an historic district:

a. a. The structure and/or site is a hazard to public health or safety and repairs or stabilization are not physically possible; or

b. b. The site is required for a public use which will be of more benefit to the public than the historic resource, and there is no feasible alternative location for the public use; or

c. c. Removal of the resource to another site is not feasible or practical; or

d. d. For a building in an historic district, the proposed replacement structure will not detract from or adversely affect the character of the historic district; or

e. e. For a partial demolition or removal, such action will not result in the loss of the essential elements that make the resource significant.

(2) (2) In the case where the applicant has requested consideration for approval of whole or partial demolition or removal on the basis of economic hardship:

a. a. It is not feasible to remove the resource to another site or otherwise preserve it; and

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b. b. The denial of the proposed work will work an immediate and substantial hardship on the applicant because of condition peculiar to the particular improvement; and

c. c. The property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom without approval of the proposed work.."

SECTION 9. AMENDMENT OF CODE. Title 10, Chapter 4, Article 5, Section 10-4.501 is hereby amended and shall read as follows:

"§ 10-4.501 Commission review of alterations.

(§ 14, Ord. 2933 c.s., eff. June 3, 2004, as amended by § 1, Ord. 3102 c.s., eff. February 8, 2013)

§ 10-4.405. Expiration of certificate of appropriateness.

A certificate of appropriateness shall lapse and become void 36 months (or shorter period if specified as a condition of approval) from the date of final approval, unless a building permit (if required) has been issued and the work authorized by the Certificate has commenced prior to such expiration date and is diligently pursued to completion. Upon request of the property owner, a Certificate of Appropriateness may be extended by the Preservation Commission for an additional period of up to 12 months. The Preservation Commission may approve, approve with conditions, or deny any request for extension.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 14, 15, Ord. 2933 c.s., eff. June 3,

2004)

§ 10-4.406. Revocation of certificate of appropriateness.

A Certificate of Appropriateness may be revoked or modified for reasons of: (1) noncompliance with any terms or conditions of the Certificate; (2) noncompliance with any provisions of this chapter; or (3) a finding of fraud or misrepresentation used in the process of obtaining the Certificate. Revocation proceedings may be initiated by motion of the Preservation Commission or City Council. Once revocation proceedings have been initiated, all work being done in reliance upon such Certificate or associated permits shall be immediately suspended until a final determination is made regarding the revocation. The decision to revoke a Certificate of

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Appropriateness shall be made by the Preservation Commission following a public hearing, with written notice provided to the property owner at least 10 days prior thereto.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 14, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 5

Advisory Review—Potential Historic Resources

§ 10-4.501. Commission review of alterations.

Any alteration to be conducted at the site of a potential historic resource or district may be referred by staff to the Preservation Commission prior to commencing any such work when staff determines that such review will assist the property owner in maintaining the significance and/or architectural integrity of the resource and to address issues of appropriateness and designation. Certain alterations, listed below, are excluded:

(a) (a) Repairing or replacing deteriorated materials with applications or use of exterior materials of the same kind, type, and texture already in use on the resource and/or consistent with the style or period for re-roofing, windows, siding material, chimneys and fireplaces;

(b) (b) Accessory structures;

(c) (c) Fencing; and/or

(d) Additions or deletions of awnings, shutters, canopies and similar incidental

(d) appurtenances. (§ 16, Ord. 2933 c.s., eff. June 3, 2004)."

SECTION 10. AMENDMENT OF CODE. Title 10, Chapter 4, Article 6, Section 10-4.601 is hereby amended and shall read as follows:

§ 10-4.502. Recommendations.

In the course of its review, the Commission shall assist and guide the property owner(s) of potential historic resources and districts with regard to proposed alterations on an advisory basis with the intention of finding solutions and directing the owner toward designation and/or appropriate changes that safeguard the resource. To facilitate the process, staff or the Commission may refer the matter to the Minor Alterations Subcommittee.

(§ 16, Ord. 2933 c.s., eff. June 3, 2004)

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~~ARTICLE 6~~

Appeals.

§ 10-4.601. Appeals.

Any decision by the ~~Preservation~~ Commission to approve or disapprove a designation of a landmark or historic district, or to approve or disapprove a Certificate Of Appropriateness, or to remove or not remove a property from the potential historic resource list pursuant to Section 10-4.311, shall be final and conclusive unless, by 5:00 p.m. of the tenth (10th) day following such decision (or of the next working day if the tenth (10th) day falls on a weekend or holiday):

~~(a)~~ (a) A written appeal on the form designated by the City is filed by any interested party with the City Clerk requesting a public hearing before the City Council stating the grounds for the appeal and all required fees for said appeal are paid in full; or

~~(b)~~ (b) The Mayor or a member of the City Council requests a public hearing before the City Council stating the grounds for the appeal. Provided however that the City Council member or Mayor requesting the appeal shall disqualify him or herself from hearing the appeal unless he or she can certify in writing that the appeal is being requested as a result of public interest in the decision to be reviewed and he or she has no predisposition against or in favor of the project. The City Council as a whole shall be prohibited from voting to appeal any matter in which they will sit as the reviewing body.

Such appeal, or City Council request for a public hearing, shall be set for a public hearing by the City Clerk in a timely fashion~~.~~."

~~(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 16, 17, Ord. 2933 c.s., eff. June 3, 2004)~~

SECTION 3. 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. 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.

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SECTION 5. 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 XXth day of XXXXX, 2025.

_____

James A. Light, Mayor

APPROVED AS TO FORM: ATTEST:

_____

Joy A. Ford, City Attorney Eleanor Manzano, CMC, City Clerk

§ 10-4.602. Notice of public hearing before the City Council for appeals.

Notice of public hearing before the City Council to consider an appeal of the decision of the Preservation Commission shall be given in the same manner as set forth for the original application.

(§ 17, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.603. Decision of the City Council.

The decision of the City Council on all applications shall be final and conclusive. (§ 17, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 7

Maintenance and Repair

§ 10-4.701. Ordinary maintenance and repair.

Nothing in this chapter shall be construed to prevent the ordinary maintenance or repair of any exterior improvement or exterior architectural feature that does not involve a change in design, material or external appearance thereof, nor does this chapter prevent the alteration, restoration, demolition, removal, or relocation of any such improvement or architectural feature when the Chief Building Official certifies to the Commission that such action is required for the public safety due to an unsafe or dangerous condition and cannot be accomplished under the California Historical Building Code.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 16, Ord. 2933 c.s., eff. June 3, 2004,

and § 1, Ord. 3102 c.s., eff. February 8, 2013)

§ 10-4.702. Duty to keep in good repair.

The owner, occupant or other person in actual charge of a landmark or a building, structure, or improvement that is located within an historic district shall keep in good repair the exterior portions of all such buildings, structures, or improvements, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior improvement or exterior architectural feature.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 16, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 8

Enforcement

§ 10-4.801. Enforcement.

(a) It shall be the duty of the Chief Building Official or the Official's delegate to administer and enforce the provisions of this chapter.

(b) Methods of enforcement. In Addition to the regulations of this chapter, other regulations of the Redondo Beach Municipal Code, and other provisions of law which govern the appeal or disapproval of applications for permits, licenses or Certificates of Appropriateness covered by this chapter, the Chief Building Official shall have the authority to implement the enforcement thereof by serving notice requiring the removal of any violation of this chapter upon the owner, agent, occupant or tenant of the improvement, building, structure or land.

(c) Methods of enforcement. In addition to the foregoing remedies, the City Attorney may institute any necessary legal proceedings to enforce the provisions of this chapter, including the ability to maintain an action for injunctive relief to restrain or enjoin or to cause the correction or removal of any violation of this chapter, or for an injunction in appropriate cases.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 16, Ord. 2933 c.s., eff. June 3, 2004,

and § 1, Ord. 3102 c.s., eff. February 8, 2013)

§ 10-4.802. Penalties.

(a) For any action or development covered by this chapter that is undertaken without the issuance of a Certificate of Appropriateness or that is undertaken without full compliance with the terms and conditions of an issued Certificate of Appropriateness, the Chief Building Official shall order the action stopped by written notice. It shall be a misdemeanor for any person to carry out any work on any building, structure, improvement, or property in violation of a notice stopping such work or in violation of this chapter.

(b) In addition to other penalties, in the event a historic landmark, property within a district, property listed on the National Register or California

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Register, or Potential Historic Resource is demolished without approvals pursuant to Articles 4, and 5 herein, no building permit shall be issued for any use of the site for five years.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 16, 18, Ord. 2933 c.s., eff. June 3,

2004, and § 1, Ord. 3102 c.s., eff. February 8, 2013)

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Administrative Report

P.1., **File #** 25-1243 **Meeting Date:** 9/9/2025

To: MAYOR AND CITY COUNCIL

From: JAMES A. LIGHT, MAYOR
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS AND VARIOUS REDONDO BEACH MUNICIPAL CODE SECTIONS PERTAINING TO CITY BOARDS AND COMMISSIONS

REVIEW AND PROVIDE DIRECTION ON THE DRAFT RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, INCLUDING UPDATES TO MEETING AGENDAS AND SCRIPTS FOR MEETING CHAIRS TO ADDRESS DISRUPTIONS TO PUBLIC MEETINGS

REVIEW AND PROVIDE DIRECTION ON DRAFT ORDINANCES TO UPDATE THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE UNIFORM REGULATIONS OF COMMISSIONS, PUBLIC WORKS AND SUSTAINABILITY COMMISSION, HARBOR COMMISSION, PLANNING COMMISSION, BUDGET AND FINANCE COMMISSION, CULTURAL ARTS COMMISSION, PUBLIC AMENITIES COMMISSION, AND HISTORIC RESOURCES PRESERVATION

EXECUTIVE SUMMARY

At the April 1, 2025 City Council meeting, Mayor Light volunteered to draft an updated meeting code of conduct for review and consideration by the City Council. At the time, the Council was focused on potential changes related to the conduct of Commissioners and the specific role each Commission serves in the City. During discussion of the item, outgoing City Attorney Michael W. Webb provided a briefing that pointed out the City Council had not formally adopted procedural standards for the conduct of meetings. He recommended tailoring Rosenberg's Rules of Order as a potential solution. As the Mayor progressed in drafting the rules, additional source documents were identified that had conflicting information, were outdated, or had not been formally adopted.

The Mayor provided draft documents to the City Council for review at the September 2, 2025 meeting that if approved would help address policy concerns, the lack of comprehensive procedural rules, inconsistencies in related ordinances, and draft recommendations from staff that were never acted upon.

The item provided a number of documents for City Council consideration, including:

- New Draft Rules of Conduct and Decorum for City Council and Commission Meetings
    - A Model Agenda for City Council and Commission Meetings
    1. Scripts for Chairs to address disruptions to public meetings

- Draft Ordinances to amend, add, and delete Redondo Beach Municipal Code (RBMC) Sections pertaining to:
    - Uniform Regulation of Commissions
    1 Public Works, Traffic, Safety, And Sustainability Commission
    2 Harbor Commission
    3 Planning Commission
    4 Budget and Finance Commission
    5 Cultural Arts Commission
    6 Public Amenities Commission
    7 Historic Resources Preservation

After extensive discussion, the City Council approved a motion to allow Councilmembers Behrendt and Obagi to work with the Mayor to further review and redline the documents provided at the September 2nd meeting and present their edits to the City Council for consideration on September 9th. Additionally, the City Council decided not to pursue the formation of an on-call Police, Fire, and Homeless Services Commission.

At this time, staff recommends the City Council discuss the redlined documents and provide further input and direction.

BACKGROUND

The "Rules of Conduct for the City Council" were last updated in April 2022. Through the 2022 strategic planning process the Council added an objective to review the Code of Conduct for Commissioners and present recommendations to the City Council. No action was ultimately taken to change the Rules of Conduct.

At the March 2023 Strategic Planning meeting, the Council updated the objective to "update the Code of Conduct Policy for City Council and Commissioners…and present the revised policy to City Council for consideration and approval." Subsequent to the establishment of this objective, the Council expressed concerns with three main items:

- City Council and Commissioner civility
- Definitively bounding the scope of commissions
- Establishing the means to control public disruptions

On April 1, 2025, the former City Attorney, Michael W. Webb, advised that the City Council never adopted comprehensive rules for the conduct of public meetings. Thus, when the Council asked for procedural guidance, the City Attorney could only opine on how the Council acted historically, or based on common procedural rules that were never formally adopted. The City Attorney closed with the recommendation to pursue the adoption of a tailored version of Rosenberg's Rules of Order, with Mayor Light volunteering to lead the drafting effort.

While researching the item, multiple resources were provided to the Mayor that impacted the initial recommendations. These included:

- The existing Rules of Conduct for City Council Meetings
- The Commissioner Handbook

- The Municipal Code and Charter
- The Agenda Instructions
- Several documents previously generated by staff but never acted upon
- City of Gardena scripts related to dealing with unruly members of the public
- Rosenberg's Rules of Order

The Project Objectives are depicted in first column of Figure 1 and the Existing Documentation is depicted in the second column.

Figure 1: Tasking Overview

Mayor Light subsequently made efforts to address each project objective. During this process, the existing documentation was found to contain some conflicting, or outdated, information, and some of Council's Project Objectives were not addressed.

As a result, the task expanded to ensure that all of the policy documents were aligned and complimentary and that new policies were defined to address the stated objectives. The resulting Recommendations (Column 3 of Figure 1) and documentation includes:

- Updates to and expansion of the Rules of Conduct embodied in the draft "City Council Rules of Conduct and Decorum," which includes the conduct of Commissioners and members of the public
- A draft update to the standard Agenda that includes additional Rules of Conduct for members of the public
- Scripts to address situations with disruptive members of the public
- Recommended updates to the RBMC

As the project progressed, several recommendations required immediate action by the City Council to align with the commencement of the Commissioner appointment process in June of 2025. As a result, the Council has already enacted recommended changes to the Youth Commission and dissolve the Public Safety Commission. The expanded draft Rules for Public Participation have also been posted at each subsequent City Council meeting. The Mayor has also utilized draft scripts to introduce and define the steps that should be taken when members of the public are disruptive. These rules and scripts were reviewed by the Police Chief, the City Attorney, and the City Manager prior to public posting and can be amended by the City Council as part of this item, if desired.

As a result of the disbandment of the Public Safety Commission, the Mayor added the safety related tasks brought up by the Council to the scope of the amended ordinance for the Public Works and Sustainability Commission.

The documents were presented to Council following review by the City Attorney's Office and appropriate Commission liaisons. The documents were then reviewed by the City Council Subcommittee and are now being presented to the Council for review and direction. In addition to providing input on the draft documents, the Mayor also requested that the Council provide guidance on the following items:

- Start times for Closed Session and Open Session Meetings
- Appropriate metric for Commissioner attendance (4 absences over the preceding 12-month period is currently included)
- Council's desire to allow for continued electronic public participation

These issues were discussed by the City Council on September 2, 2025. This item provides an opportunity for the Council to consider the redlined changes to the documents proposed by Councilmembers Behrendt and Obagi, in consultation with the Mayor, and provide further direction on their final preparation and future consideration of adoption.

COORDINATION

The drafted documents were coordinated with Councilmembers Behrendt and Obagi, the Mayor, City Manager's Office, the City Attorney's Office, and the applicable Commission liaisons.

FISCAL IMPACT

There is no fiscal impact associated with the proposed changes.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Draft City Council Rules of Conduct and Decorum (Redlined)
  - Appendix A - Draft Agenda
  1. Appendix B - Draft Scripts for Disruptive Members of the Public
- RBMC - Existing Code Sections - Chapter 9, Article 1 - Uniform Regulations (Redlined)
1. RBMC - Existing Code Sections - Chapter 9, Article 4 - Public Works and Sustainability Commission (Redlined)
2. RBMC - Existing Code Sections - Chapter 9, Article 7 - Harbor Commission (Redlined)
3. RBMC - Existing Code Sections - Chapter 9, Article 10 - Planning Commission (Redlined)
4. RBMC - Existing Code Sections - Chapter 9, Article 13 - Budget and Finance Commission (Redlined)
5. RBMC - Existing Code Sections - Chapter 9, Article 14 - Public Art Commission (Redlined)
6. RBMC - Existing Code Sections - Chapter 9, Article 15 - Public Amenities Commission (Redlined)
7. RBMC - Existing Code Sections - Chapter 10, Articles 1-8 - Historic Resources Preservation (Redlined)
8. Administrative Report - City Council, September 2, 2025

Administrative Report

P.1., **File #** 25-1125 **Meeting Date:** 9/2/2025

To: MAYOR AND CITY COUNCIL

From: JAMES A. LIGHT, MAYOR
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, REDONDO BEACH MUNICIPAL CODES RELATED TO CITY BOARDS AND COMMISSIONS, AND THE POSSIBLE CREATION OF AN ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION

REVIEW AND PROVIDE DIRECTION ON THE DRAFT RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, INCLUDING UPDATES TO MEETING AGENDAS AND SCRIPTS FOR MEETING CHAIRS TO ADDRESS DISRUPTIONS TO PUBLIC MEETINGS

REVIEW AND PROVIDE DIRECTION ON THE DRAFT ORDINANCES TO UPDATE THE REDONDO BEACH MUNICIPAL CODE RELATED TO THE UNIFORM REGULATIONS OF COMMISSIONS, PUBLIC WORKS, TRAFFIC, SAFETY, AND SUSTAINABILITY COMMISSION, HARBOR COMMISSION, PLANNING COMMISSION, BUDGET AND FINANCE COMMISSION, CULTURAL ARTS COMMISSION, PUBLIC AMENITIES COMMISSION, AND HISTORIC RESOURCES PRESERVATION

REVIEW AND PROVIDE DIRECTION ON THE POSSIBLE CREATION OF ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION

EXECUTIVE SUMMARY

At the April 1, 2025 City Council meeting, Mayor Light volunteered to draft an updated meeting code of conduct for review and consideration by the City Council. At the time, the Council was focused on potential changes related to the conduct of Commissioners and the specific role each Commission serves in the City. During discussion of the item, outgoing City Attorney Mike Webb provided a briefing that pointed out the City Council had not formally adopted procedural standards for the conduct of meetings. He recommended tailoring Rosenberg's Rules of Order as a potential solution. As the Mayor's volunteer drafting of the rules progressed, additional source documents were identified that had conflicting information, were outdated, or had never been formally adopted by the Council.

The draft documents provided to Council as part of this item seek to address policy concerns, the lack of comprehensive procedural rules, inconsistencies in related ordinances, and previous draft recommendations from staff that were never acted upon. These drafts were circulated to the City

Attorney's Office, City Clerk's Office, and the appropriate liaison Departments for review prior to being provided to the City Council.

This item serves as an opportunity to introduce these documents for Council discussion and to gather feedback prior to agendizing the items for consideration of approval. Changes to the Redondo Beach Municipal Code (RBMC) would be made via ordinance. Final adoption of the changes would require at least two more meetings to allow for introduction and second reading of the ordinance, with any adopted changes taking effect 30 days thereafter. Ideally, the resulting ordinances would be finalized and adopted prior to Commissioner trainings, which are scheduled to take place in October and November.

This item contains a number of items for City Council consideration, including:

- New Draft Rules of Conduct and Decorum for City Council and Commission Meetings
    - Model Agenda for City Council and Commission Meetings
    1. Scripts for Chairs to address disruptions to public meetings
- Draft Ordinances to amend, add, and delete Redondo Beach Municipal Code (RBMC) Sections related to:
    - Uniform Regulation of Commissions
    1. Public Works, Traffic, Safety, And Sustainability Commission
    2. Harbor Commission
    3. Planning Commission
    4. Budget and Finance Commission
    5. Cultural Arts Commission
    6. Public Amenities Commission
    7. Historic Resources Preservation
- A Draft Ordinance related to the creation of an on-call Police, Fire, and Homeless Services Commission

Staff recommends that the City Council discuss, provide input, and consider action on the above items.

BACKGROUND

The "Rules of Conduct for the City Council" were last updated in April 2022. Through the 2022 strategic planning process the Council added an objective to review the Code of Conduct for Commissioners and present recommendations to the City Council. No action was ultimately taken to change the Rules of Conduct.

At the March 2023 Strategic Planning meeting, the Council updated the objective to "update the Code of Conduct Policy for City Council and Commissioners…and present the revised policy to City Council for consideration and approval." Subsequent to the establishment of this objective, the Council expressed concerns with three main items:

- City Council and Commissioner civility
- Definitively bounding the scope of commissions
- Establishing the means to control public disruptions

On April 1, 2025, the former City Attorney, Michael W. Webb, advised that the City Council never adopted comprehensive rules for the conduct of public meetings. Thus, when the Council asked for procedural guidance, the City Attorney could only opine on how the Council acted historically, or based on common procedural rules that were never formally adopted. The City Attorney closed with the recommendation to pursue the adoption of a tailored version of Rosenberg's Rules of Order, with Mayor Light volunteering to lead the drafting effort.

While research the item, multiple resources were provided that impacted the final recommendations. These included:

- The existing Rules of Conduct for City Council Meetings
- The Commissioner Handbook
- The Municipal Code and Charter
- The Agenda Instructions
- Several documents previously generated by staff but never acted upon
- City of Gardena scripts related to dealing with unruly members of the public
- Rosenberg's Rules of Order

The Project Objectives are depicted in first column of Figure 1 and the Existing Documentation is depicted in the second column.

Figure 1: Tasking Overview

Mayor Light subsequently made efforts to address each project objective. During this process, the existing documentation was found to contain some conflicting, or outdated, information, and some of Council's Project Objectives were not addressed.

As a result, the task expanded to ensure that all of the policy documents were aligned and complimentary and that new policies were defined to address the stated objectives. The resulting Recommendations (Column 3 of Figure 1) and documentation includes:

- Updates to and expansion of the Rules of Conduct embodied in the draft "City Council Rules of Conduct and Decorum," which includes the conduct of Commissioners and members of the public
- A draft update to the standard Agenda that includes additional Rules of Conduct for members of the public
- Scripts to address situations with disruptive members of the public
- Recommended updates to the RBMC

As the project progressed, several recommendations required immediate action by the City Council to align with the commencement of the Commissioner appointment process in June of 2025. As a result, the Council has already acted to enact recommended changes to the Youth Commission and to dissolve the Public Safety Commission. The expanded draft Rules for Public Participation have been posted at each City Council meeting. The Mayor has also utilized draft scripts to introduce and define the steps that should be taken when members of the public are disruptive. These rules and

scripts were reviewed by the Police Chief, the City Attorney, and the City Manager prior to public posting and can be amended by the City Council as part of this item, if desired.

As a result of the disbandment of the Public Safety Commission, the Mayor added the safety related tasks brought up by the Council during their deliberations on the matter to the scope of the amended ordinance for the Public Works and Safety Commission. It should be noted that this does not preempt the Council referral to consider establishing an on-call Police, Fire, and Homeless Services Commission.

The documents before the Council for discussion have undergone review by the City Attorney's Office and appropriate commission liaisons. They are now being presented to the Council for review and direction, with formal consideration of approval and adoption taking place at subsequent meetings. In addition to providing input on the draft documents, the Mayor is asking the City Council to provide guidance on the following items:

- Start times for Closed Session and Open Session Meetings
- Appropriate metric for Commissioner attendance (4 absences over the preceding 12-month period is currently included)
- Council's desire to allow for continued electronic public participation

Lastly, on July 8, 2025, the Council approved a referral to staff to agendize a discussion item regarding the possible creation of an on-call Police, Fire, and Homeless Services Commission. The referral indicated the Commission would be narrowly tailored to consider only issues that are substantively impacting the quality of life, public safety, or privacy of the community. The Commission would meet on an as-needed, on-call basis, to address issues that are referred for their consideration by the respective City Department Heads and the City Council. A draft ordinance pertaining to the Commission is attached for consideration.

COORDINATION

The drafted documents were coordinated with the City Manager's Office, the City Attorney's Office, and the applicable Commission liaisons.

FISCAL IMPACT

There is no fiscal impact associated with the proposed changes.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Draft City Council Rules of Conduct and Decorum
  - Appendix A - Draft Agenda
  - 1 Appendix B - Draft Scripts for Disruptive Members of the Public
- Draft Ord - Amending Title 2, Chapter 9, Article 1, Sections 2-9.100, 2-9.101, 2-9.102, 2-9.103, and 2-9.107, and Adding Sections 2-9.110 and 2-9.111 and Deleting in its Entirety Section 2-9.108 Pertaining to Uniform Regulations Of Commissions

1 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 1, Sections 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.107, and 2-9.108 Pertaining to the Uniform Regulations of Commissions

2 Draft Ord - Amending Title 2, Chapter 9, Article 4, Sections 2-9.401, 2-9.402, and 2-9.403 Pertaining to the Public Works, Traffic Safety, and Sustainability Commission
3 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 4, Sections 2-9.401, 2-9.402, and 2 -9.403 Pertaining to the Public Works and Sustainability Commission
4 Draft Ord - Amending Title 2, Chapter 9, Article 7, Sections 2-9.702 and Amending Sections 2-9.704 and 2-9.709 and Renumbering to 2-9.703 and 2-9.704 Respectively, and Deleting Sections 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709 and 2-9.712 and Renumbering Sections 2-9.710 to 2-9.705; 2-9.711 to 2-9.706; and 2-9.714 To 2-9.707 Pertaining to the Harbor Commission
5 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 7, Sections 2-9.702, 2-9.704, 2-9.709, 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709 and 2-9.712 Pertaining to the Harbor Commission
6 Draft Ord - Amending Title 2, Chapter 9, Article 10, Sections 2-9.1002 and 2-9.1003 Pertaining to the Planning Commission
- RBMC - Existing Code Sections - Title 2, Chapter 9, Article 10, Sections 2-9.1002 and 2-9.1003 Pertaining to the Planning Commission
- Draft Ord - Amending Title 2, Chapter 9, Article 13, Sections 2-9.1301 and 2-9.1302 Pertaining to the Budget And Finance Commission
- RBMC - Existing Code Sections - Title 2, Chapter 9, Article 13, Sections 2-9.1301 and 2-9.1302 Pertaining to the Budget And Finance Commission
- Draft Ord - Amending Title 2, Chapter 9, Article 14, Sections 2-9.1402 and 2-9.1403 Pertaining to the Cultural Arts Commission

1 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 14, Sections 2-9.1402 and 2-9.1403 Pertaining to the Cultural Arts Commission
2 Draft Ord - Amending Title 2, Chapter 9, Article 15, Sections 2-9.1502 and 2-9.1503 Pertaining to the Public Amenities Commission
3 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 15, Sections 2-9.1502 and 2-9.1503 Pertaining to the Public Amenities Commission
4 Draft Ord - Amending Title 10, Chapter 4, Articles 1, 3, 4, 5 and 6, Sections 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 Pertaining to Historic Resources Preservation
5 RBMC - Existing Code Sections - Title 10, Chapter 4, Articles 1, 3, 4, 5 and 6, Sections 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 Pertaining to Historic Resources Preservation
6 Ord - Draft Ordinance Adding Sections 2-9.1601 through 2-9.1604 of the Redondo Beach Municipal Code Regarding the Police, Fire, and Homeless Services Commission

Administrative Report

N.1., **File #** 25-1108 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION ON ESTABLISHING A LEGISLATIVE ACTION PLATFORM FOR THE CITY OF REDONDO BEACH

EXECUTIVE SUMMARY

The proposed draft Legislative Action Platform for the City of Redondo Beach is presented for City Council review and direction. The platform, if adopted by the Council, would provide a streamlined and responsive framework through which the Mayor, City Manager, City staff, and the City's legislative advocates could act promptly in response to proposed state and federal legislation. The platform would also serve as a strategic policy tool to identify and prioritize key legislative issues that impact the City of Redondo Beach and the broader South Bay region.

BACKGROUND

The City of Redondo Beach last adopted a Legislative Action Platform via Resolution CC-1302-009 in 2013. The Resolution established the City's general position on key legislative priorities and served as a guide for elected officials, staff, and consultants engaged in legislative affairs or advocacy on behalf of the City. The development of the platform was informed by input from City Departments and shaped with assistance from the state and federal lobbyists contracted by the City at the time.

The drafted Legislative Action Platform aims to reaffirm the City's position on key legislative issues and establish a structured framework for staff and the City's legislative advocates to monitor, evaluate, and respond to proposed legislation and regulatory actions. Under the proposed framework, the Mayor, City Manager, or designee, would be authorized to issue position statements and engage in advocacy efforts consistent with the City's Legislative Action Platform. All legislative advocacy efforts would be coordinated through the City Manager's Office to ensure consistency, accuracy, and alignment with City Council priorities.

Position statements may be issued in the form of letters or electronic correspondence addressing legislative, regulatory, or other relevant matters. These communications would be directed to legislators, legislative staff, executive officials, regulatory board members, and other relevant entities, as deemed appropriate, by the City Manager or designated staff. Position statements developed under this platform shall be posted to the City's website.

Matters not addressed within the Legislative Platform would be brought to the City Council for consideration and direction when considered appropriate by the City Manager. The Legislative

Platform would be reviewed annually and may be amended by the City Council, as needed, to reflect changing priorities, legislative developments, or organizational needs.

Should the City Council decide to establish a Legislative Action Platform, staff would distribute the approved version to the City's legislative advocates and create a dedicated page on the City's website to ensure public accessibility to the Platform. The webpage would include the platform and share information about the City's established priorities, post adopted position letters, and highlight successes on issues that are included in the Legislative Action Platform.

COORDINATION

The draft Legislative Action Platform was reviewed by all City Departments with the City Manager's Office preparing this report.

FISCAL IMPACT

Preparation of this report is part of the Departments' annual work plans and operating budgets. There is no additional fiscal impact.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- City of Redondo Beach Legislative Action Platform Draft
- Reso - CC-1302-009, February 5, 2013

REDONDO BEACH

LEGISLATIVE ACTION PLATFORM

OVERVIEW

The City of Redondo Beach's Legislative Action Platform is a dynamic tool for shaping policy, protecting local interests, and responding swiftly to legislative change locally and the broader South Bay region.

The City's Legislative Action Platform provides a streamlined and responsive framework through which the Mayor, City Manager, City staff, and the City's legislative advocates can act promptly in response to proposed state and federal legislation. It serves as a strategic tool to identify and prioritize key legislative issues that impact the City of Redondo Beach and the broader South Bay region.

This platform is designed to protect and advance the City's interests on priority issues. It supports timely and targeted advocacy in response to legislative and regulatory developments, while allowing flexibility to address emerging matters throughout the legislative session. It also supports existing City Council goals and policies, as outlined in the City's Strategic Plan and other relevant policy documents.

DRAFT

LEGISLATIVE PRIORITIES

Listed in Alphabetical Order

COASTAL ACCESS & PRESERVATION

- Promote collaboration with state agencies (e.g., California Coastal Commission, State Lands Commission) to revitalize and enhance coastal areas.
- Endorse funding for the restoration and improvement of waterfronts, including recreational access and boating infrastructure.
- Support preservation and enhancement of beachfront resources and public coastal amenities.
- Oppose legislation that reduces local authority over coastal development plans and land use decisions.

ECONOMIC DEVELOPMENT

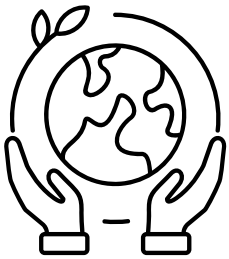
- Advocate for the reinstatement of tools and funding mechanisms formerly available through redevelopment agencies to support local economic initiatives.
- Support programs and incentives that encourage film production, tourism growth, and local investment.
- Encourage policies that foster local trade and innovation in sectors such as aerospace, manufacturing, and technology.
- Support efforts to preserve and strengthen regional economic assets, including the Los Angeles Air Force Base, for their role in national defense and employment.

EMPLOYEE RELATIONS

- Support efforts that uphold local administrative authority with respect to public employee labor relations and collective bargaining.
- Endorse reforms to the California Public Employees' Retirement System (CalPERS) that promote transparency, representation, and cost containment.
- Maintain local contract integrity and oppose unilateral changes to pension benefits or contribution policies.

DRAFT

LEGISLATIVE PRIORITIES



ENVIRONMENT

- Seek funding for environmental restoration, energy efficiency programs, and pollution prevention in coastal zones.
- Support initiatives that increase regional water reliability and conservation efforts.
- Endorse policies enabling municipalities to manage solid waste and recycling programs with local flexibility and control.
- Oppose regulatory mandates without dedicated funding or appropriate impact analysis.

FINANCE

- Support legislation that promotes fiscal sustainability and strengthens local government authority.
- Oppose proposals that reduce local control or introduce mandates without sufficient reimbursement.
- Advocate for the preservation of federal and state funding programs, including Community Development Block Grants (CDBG) and Section 8 Housing Assistance.
- Endorse measures that help fund and support infrastructure development and municipal operations.
- Oppose legislative actions that jeopardize the tax-exempt status of municipal bonds.

HOMELESSNESS & MENTAL HEALTH SERVICES

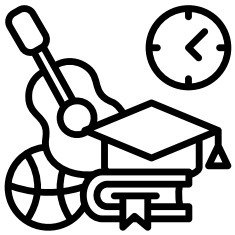
- Support initiatives that provide integrated services to individuals experiencing homelessness, such as the Enhanced Response to Homelessness Program and Homeless Court.
- Encourage collaborative efforts to address behavioral health emergencies with specialized response models.

HOUSING

- Seek funding for local housing solutions, including adaptive reuse programs such as Project Homekey.
- Oppose legislation that impacts local decision-making on housing development and land use.

DRAFT

LEGISLATIVE PRIORITIES



LIBRARY & RECREATION SERVICES

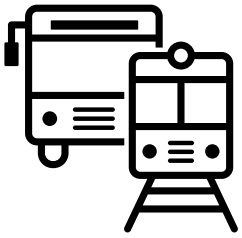
- Advocate for sustained funding of public library and recreation programs.
- Oppose reductions that limit public access to information and educational resources.
- Advocate for programs that increase digital access and support e-government services in schools, libraries, and community centers.

PUBLIC SAFETY & EMERGENCY PREPAREDNESS

- Support funding for law enforcement, fire services, disaster preparedness, and public safety infrastructure.
- Endorse technology upgrades that enhance interoperability, communication, and information sharing across agencies.
- Monitor policies related to micro-mobility, such as e-bike usage, to ensure safety and local adaptability.
- Oppose state-level reductions of revenues derived from public safety services, including parking-related funding.

TELECOMMUNICATIONS

- Support legislative efforts that preserve municipal control over internet taxation, infrastructure aesthetics, and use of public rights-of-way.
- Oppose proposals that limit the ability of local governments to collect fees or manage the deployment of telecommunications services within their jurisdictions.



TRANSPORTATION

- Support increased funding for local transportation systems, including streets and infrastructure maintenance.
- Oppose measures that limit the planning authority of local transportation and transit agencies or obligate local cost-share for regional systems.

DRAFT

PROCESS

The City Council authorizes the Mayor, City Manager, or designee, to issue position statements and engage in advocacy efforts consistent with the City's Legislative Action Platform. All legislative advocacy efforts shall be coordinated through the City Manager's Office to ensure consistency, accuracy, and alignment with City Council priorities.

Position statements may be issued in the form of letters or electronic correspondence addressing legislative, regulatory, or other matters that align with the City's Legislative Action Platform. These communications may be directed to legislators, legislative staff, executive officials, regulatory board members, and other relevant entities, as deemed appropriate, by the City Manager or designated staff. Position statements developed under this platform shall be posted to the City's website.

Matters not addressed within the current Legislative Action Platform shall be brought before the City Council for consideration and direction when considered appropriate by the City Manager. The Legislative Action Platform shall be reviewed annually and may be amended by the City Council as needed to reflect changing priorities, legislative development, and organizational needs.

DRAFT

RESOLUTION NO. CC–1302-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING THE 2013 LEGISLATIVE ACTION PLATFORM

WHEREAS, the City Council of the City of Redondo Beach ("City Council") wishes to adopt an aggressive legislative action platform which strengthens local government, promotes City of Redondo Beach ("City") goals, and defends the City against legislative actions by State and Federal governments that would weaken local government and/or take away traditional revenue sources; and

WHEREAS, it is vital to the fiscal health and the self determination of the City to effectively communicate with State Legislators and Federal representatives in order to favorably influence State and Federal legislation, regulations, and grant requests; and

WHEREAS, the City desires to be proactive and involved in the governmental decision making processes by directly affecting the City legislative priorities identified in Exhibit "A", and other selected issues as may from time to time be recommended by the National League of Cities, the League of California Cities, the South Bay Cities Council of Governments, and other agencies conducting legislative analysis and advocacy on behalf of cities; and

WHEREAS, a legislative action platform will allow City officials and staff to communicate effectively and in a timely manner with elected officials at the Federal, State, and County levels and coordinate with similar efforts made by other local government entities.

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

SECTION 1. The City of Redondo Beach adopts the Legislative Action Platform for 2013 by adopting the principles attached in Exhibit "A".

SECTION 2: The resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify the vote adopting this resolution.

SECTION 3: 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 5th day of February, 2013.

Mike Gin, Mayor

ATTEST:
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-1302-009 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 5th day of February, 2013, by the following vote:

AYES: ASPEL, BRAND, DIELS, KILROY

NOES: NONE

ABSENT: AUST

ABSTAIN: NONE

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT A
CITY OF REDONDO BEACH
LEGISLATIVE ACTION PLATFORM FOR 2013

Telecommunications

1. Support legislative efforts to ensure local authority over taxation of products purchased through the Internet.
2. Support legislation that provides discount internet access to schools and libraries; and grants to fund e-government initiatives.
3. Support legislation that maintains local government authority to protect the public interest and investment in the public rights of way.
4. Oppose legislation that reduces local control over the time, place and manner for use of the public rights of way in providing telecommunications services, including the appearance and aesthetics of equipment placed within the rights of way.
5. Oppose legislation that would reduce the authority of local governments to collect revenues from telecommunications providers.

Finance

6. Support legislation which will enhance local authority or local revenues. Oppose legislation which will reduce local authority or local revenues.
7. Urge the Legislature, the Administration and regulatory agencies to oppose laws that preempt or threaten local authority. Oppose the mandate of new costs to local governments by legislative, executive, judicial, or regulatory agency action without providing adequate funds to reimburse municipalities.
8. Specifically oppose efforts to eliminate or reduce federal community development block grant program.
9. Specifically oppose efforts to eliminate or reduce funding for Section 8 housing authorities.
10. Support tax measures that provide local governments with money for infrastructure improvements.

Transportation

11. Support efforts to increase funding for transit and transportation programs and projects within the City.
12. Support efforts to increase funding for system preservation and relax funding requirements that prohibit the use of existing transportation funding for rehabilitation, resurfacing, and reconstruction of local streets.
13. Support efforts to secure the maximum amount of state funding for the construction and maintenance of local roads, infrastructure, transportation projects, and major corridors.
14. Support the use of design - build contracts with transportation funds.
15. Support efforts to ensure the City and Region receive our fair share of transportation infrastructure bond funding.
16. Support funding for extension of green line through Redondo Beach and Torrance.

17. Support efforts to ensure the reinstatement of VLF funding to cities.
18. Oppose efforts that reduce the authority of local planning and transit authorities.
19. Oppose legislation that threatens the tax exempt status of municipal bonds.

Redevelopment:
20. Urge the Legislature to reestablish state laws and constitutional provisions that govern the local application of eminent domain.
21. Support legislation that would restore tools for economic development and affordable housing previously granted to redevelopment agencies.
22. Support legislation that would restore funding for infrastructure development previously granted to redevelopment agencies.

Economic Development:
23. Support efforts to retain, expand and attract motion picture filming productions in the State of California.
24. Support efforts to improve economic development and revitalization activities in the Waterfront through the State Lands Commission and Costal commission.
25. Support measures to improve tourism and trade with Asian / Pacific countries.
26. Support efforts, policies, and agreements promoting international trade beneficial to business.
27. Support efforts, policies, and agreements promoting space technology.
28. Support measures which provide funding for urban waterfront restoration and enhancement.
29. Support legislation that would aid the restoration, preservation and enhancement of beachfront property, sand, access and parking.
30. Oppose efforts that would remove local authority over coastal development plans.
31. Support efforts to retain the Los Angeles Air Force base as a vital establishment for national defense and for supporting valuable jobs.
32. Support legislation that would provide funding for secured boat launches.

Environment:
33. Support efforts to improve and fund clean - up and capital improvements and to assist in pollution protection for beaches and harbors.
34. Support legislation that would provide funding for local energy efficiency and consumption reduction programs.
35. Support legislation that enhances efforts to develop and implement renewable energy sources.
36. Support legislation that provides funding for open space.
37. Oppose legislation that mandates new costs for environmental programs without providing adequate funds to reimburse municipalities.
38. Oppose efforts to restrict fishing in nearby coastal waters without the funding and completion of an economic impact analysis.
39. Support legislative and regulatory measures to protect Seaside Lagoon as a public water recreation facility.
40. Support efforts to enhance water reliability in the region.

41. Support attainable objectives and funding to conform with SB 375 and AB 32.
42. Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables.

Public Safety:

43. Support legislative efforts to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services and disaster preparedness initiatives.
44. Support federal/congressional initiatives that provide a 700 MHz. radio frequency spectrum dedicated to fire and police departments for improved communication interoperability and makes the frequencies available to local agencies.
45. Support legislation that makes the "revised" Standard Emergency Management
46. System (SEMS) the nationally adopted model for large - scale incident management.
47. Support efforts to increase funding for the Firefighter Assistance grant program.
48. Support legislation to fund public safety interoperability projects in Los Angeles County including voice radio, data and information sharing. (Examples: COPLINK database, Automated License Plate Reader central databases, etc.)
49. Support legislation to provide low interest loans or other funding mechanisms to improve public safety infrastructure facilities such as police and fire stations.
50. Support legislation to support law enforcement technology improvement programs.
51. Support legislation to minimize State raids on local revenues such as parking fees.
52. Support efforts to secure 2011 Public Safety Realignment Funding, also known as AB 109.

Library Services:

53. Support budget actions that would fully fund the Public Library Foundation (PLF) program as provided in existing law; and oppose reductions in the current PLF funding level.
54. Support maintenance of funding for the Transaction Based Reimbursement (TBR) program administered by the California State Library to implement universal borrowing in California; and oppose actions that would reduce the current TBR funding level.

Employee Relations:

55. Oppose legislation that would diminish State and local government authority to determine the scope of collective bargaining for public employees.
56. Support worker's compensation reform efforts designed to contain employer costs and oppose legislation which would expose employers to additional costs related to workers' compensation.
57. Support further CalPERS reforms to place employer representatives on the CalPERS board; provide a defined contribution option to member agencies; and maintain contract integrity to prevent unilateral State regulatory and rule changes;
58. Continue to support CalPERS reform Guiding Principles:

- Cities need to seek changes to PERS to contain pension costs while providing a quality retirement program for employees
- Cities need to seek implementation by PERS of improved of administrative and actuarial methodologies along with greater transparency in calculating cities true pension costs
- Cities need to seek additional representation on the PERS Board of Directors to represent the public agency payers into the pension system
- Cities need to seek contract integrity to prevent PERS retroactive pension benefit increases without the approval of cities
- Cities need to seek elimination of PERS regulations permitting pension spiking for employees without the approval of cities
- Cities need to seek removal of PERS caps limiting the percentage of employee contribution towards their pension
- Cities need to seek a PERS defined contribution pension option for future full and part- time employees

Administrative Report

N.2., **File #** 25-1242 **Meeting Date:** 9/16/2025

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE CITY'S PREFERENTIAL PARKING PERMIT ORDINANCE

REVIEW AND PROVIDE DIRECTION ON POSSIBLE CHANGES TO THE ORDINANCE TO 1) ALLOW SEASONAL AND EVENT BASED PARKING PERMITS, 2) ADDRESS OUTDATED LANGUAGE IN THE ORDINANCE, AND 3) IMPROVE THE USEFULNESS AND ENFORCEABILITY OF THE CITY'S PREFERENTIAL PARKING PERMIT PROGRAM

EXECUTIVE SUMMARY

Following a recommendation by the Public Works & Sustainability Commission (PWSC), staff is presenting an item to allow the City Council to consider reforming the City's Preferential Parking Permit Program (Program). The recommendations are aimed at improving the program by adding short-term and seasonal permit options to increase the flexibility of the City's Preferential Parking Zones (PPZ) based on enforcement needs and resident feedback, and to streamline administration of the program by implementing advanced program management tools.

To accomplish this, staff recommends adding language to the Program to allow temporary, and event -based, permits to allow short-term parking within the PPZs, where appropriate. Staff also recommends removing prescriptive analytical methodology from the Redondo Beach Municipal Code (RBMC), which limits how PPZs can be deployed. If Council elects to administer the program through internal policies, instead of prescribed RBMC procedures, requests for PPZs could be considered in a more nuanced fashion, similar to the evaluation process used to process requests for new stop signs or speed cushions.

Staff also recommends redefining how the PPZ's are geographically defined, how particular blocks are added to the program, and how permits are distributed to improve program effectiveness, enforcement efficiency, and fraud prevention.

Staff's recommendations for improvements are based on a comparative analysis of the City's exiting Program with similar programs in regional peer cities. The recommended changes would create a more dynamic and effective Program that balances parking demand conflicts with the needs of residents by allowing the City Council to more easily authorize, establish, and modify PPZs in the City.

BACKGROUND

Section 3-7.17 of the RBMC governs the City's Parking Permit Program, which was authorized with the adoption of Ordinance 2696 in 1993. Portions of the Program were amended in 2014 (exempting car share vehicles from permit requirements) and again in 2020 (temporarily waiving permit fees to residences in some cases). The PWSC examined the authorizing code language as part of their June 2025 meeting.

The Administrative Report from the PWSC meeting includes a summary of issues and staff recommendations for the Program as listed below:

#	Issue	Effect
1.	RBMC 3-7.17 does not allow for the creation of temporary PPZs in response to large scale public and / or temporary events due to current requirement that parking conflicts occur on "regular and significant daily or weekly intervals."	Seasonal gatherings such as the Seaside Holiday Lights in Torrance cause undue traffic and parking impacts in Redondo neighborhoods. The ability to implement a temporary PPZ could help alleviate this concern.
2.	RBMC requires lengthy license plate analysis, recognizes only the commercial impacts to residential parking and requires a 2/3 majority of residents to advance consideration to add, modify, or remove PPZs. All PPZ changes must go through the same petition process on the subject block.	These measures are not always appropriate for all considered PPZ's (e.g. event-based permits). Consideration to create new or to modify existing PPZs in consideration of other needs is impeded due to reliance on local resident support likely unaware of other needs in the area. Residents on adjacent blocks outside PPZs have expressed frustration due to unfairness. Neighborhoods with varying residential densities may experience neighbors in conflict with each other since some residents may find it easier to petition and propose PPZs that exclude other housing types.
3.	Current PPZs are added and named block by block, with some streets in a single neighborhood containing two distinct zones.	The current PPZs are difficult to administer. The zone names and boundaries are confusing.
4.	RBPD does not yet have the capabilities to broadly enforce PPZs using automated license plate readers (ALPR).	PPZs require physical permits that can be easy to forge and hard to transfer between vehicles under the same ownership. City is not unable to introduce more dynamic parking regulations in PPZs.
5.	All PPZs are binary. Parking is either allowed or disallowed during posted times.	City is unable to allow short duration parking (e.g. one hour), which would accommodate visitor and vendor parking and simplify the resident / overnight parking program.

6.	RBMC 3-7.1704 does not impose a limit on the number of permits allowed per dwelling unit. RBMC also allows for various exemptions and different permit types.	RBPD has experienced Program abuse where permits are resold to members of the general public regularly going to non-residential land uses such as schools. Allowing for unlimited permits may create situations where valid permits exceed actual on-street parking supply, or where a few residents park a disproportionate number of vehicles on the street.

Some of these issues are due to restrictive language in the RBMC, while other issues are a byproduct of outdated administrative systems.

The flexibility and simplicity of the Program is limited by highly prescriptive language in the RBMC. The existing language does not allow for consideration of time-limited or event-based permitting. The PWSC concurred with staff that additional flexibility in the underlying language would be more beneficial when considering the various settings, land uses, and resident needs that could be served by the Program. As such, a more pliable policy document could offer a more dynamic application of the Program than is currently achievable under the provisions in the RBMC.

Portions of the current language have become outdated and does not allow space for the improvements in technology and enforcement strategies that could improve the utility and enforceability of the Program. To address these deficiencies, staff recommends the City Council consider the following changes to the Program:

- General language cleanup to modernize RBMC 3-7.17.

- Revise RBMC 3-7.1702 “Determination of Findings” for establishing a PPZ to consider special events, seasonal gatherings, and other conflicts of use beyond commercial/residential issues.

- In 3-7.1702, expand the definition of a “resident vehicle” to those who are registered within 500 feet of the proposed PPZ for the purposes of determining if an area is impacted by “visitor or commuter” vehicles. This promotes the principle that residents of any housing type, living within or adjacent to a proposed PPZ, should be allowed to use public streets for acts of parking to the same level of their neighbors so that residents do not own the curb space in front of their home.

- Remove language regarding the resident petition and parking study thresholds from RBMC 3-7.1703 and reestablish them by resolution or City Council-approved policy, similar to the City’s Speed Cushion and All-Way Stop Policies. Existing RBMC codifies a two-thirds resident petition requirement for proposed PPZs. It also codifies 75% overall parking occupancy and 25% non-resident parking occupancy thresholds to determine eligibility for a PPZ. These, and other thresholds in 3-7.1703 such as a required PWSC public hearing, are limited in usefulness and may not be responsive to each neighborhood’s parking and land use characteristics, nor the various reasons for conflicting demands for parking space. A proposed PPZ Policy is attached for Council consideration as part of this discussion.

- Revising 3-7.1704 to cap the number of parking permits would allow for better management of on-street parking supply and discourage fraud and abuse. For instance, consider:
    a. Four Annual Resident Permits per dwelling unit tied to vehicles registered to the dwelling unit;
    b. One Transferable Guest Permit per dwelling unit, not required to be registered to the dwelling unit. Transferable Guest Permits are only for use by residents or guests of residents in the act of bona fide visits to the registered dwelling unit;
    c. A limited number of Single Day-Use Permits per dwelling unit per year. Additional Single Day-Use Permits, or those exceeding one day in duration, may be issued on a case-by-case basis by the Police Department.

- Continuing to allow real estate professionals and property managers to purchase Single Day-Use Permits.

- Continuing to allow off-site property owners to purchase a single Annual Property Owner's Permit.

- Adding a provision to 3-7.1705 to allow for short-term public parking within a PPZ on a case-by-case basis. This allows the City to establish PPZs with more flexible restrictions, such as allowing short-term public parking (e.g., 1hr…2hr) during daytime hours, for instance, while allowing permit holders to exceed stated time limits.

- Adding a five-minute parking regulation exemption in 3-7.1705 for hired vehicles like Uber, Lyft, Waymo, etc.

- Removing 3-7.1706. Staff proposes moving termination of PPZs to the proposed PPP Policy and 3-7.1701.

- Proposing graduated fees for the third and fourth Annual Resident Permits tied to a single dwelling unit to better manage on-street parking supply. This may disincentivize residents from parking all their vehicles on the street and overburdening available supply.

- Modify language to accommodate ongoing transition to an online-centric, license plate-based parking permit systems. Additional funding may be required to implement additional automated license plate readers more widely across the Parking Enforcement Unit. This would also make creating "short-term time limit parking with permit exemption" zones more feasible.

- Organize the City into administrative geographic parking permit districts to simplify the number of PPZs. Streets that are approved for preferential parking restrictions would join the defined geographic residential permit district. Each permit district would correspond to durable permit types. Other seasonal special permit types can overlay and coexist with the geographic residential permit districts. Culver City, Inglewood, Santa Monica, and West Hollywood are among the various cities in the region that utilize this method.

A significant driver for the recommended changes is to address parking issues related to seasonal

events. For example, the Holiday Lights attraction in Torrance's Seaside Ranchos neighborhood greatly impacts southerly portions of District 1. If Council would like to have new regulations in place prior to that event, staff would need to advance the RBMC text amendments and proposed Parking Program changes promptly.

This item is intended to solicit direction from City Council and input from the public regarding the Program. Staff would work to return with draft code amendments at the next feasible opportunity should any changes to the RBMC be desired. Implementation of changes to the Program would require additional time and coordination between multiple City Departments.

COORDINATION

Coordination of this report took place within the Public Works and Police Departments.

FISCAL IMPACT

There is no projected fiscal impact associated with these changes at this time and there is no certain way to predict future impacts to programmatic revenue. The proposed RBMC changes could result in minor decreases in parking permit revenue if certain zones are eliminated, but this could be offset by a more effective and widely used program with graduated permit pricing.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Administrative Report - Public Works and Sustainability Commission with Associated Attachments, June 23, 2025
- Proposed Preferential Permit Parking Request Policy

Administrative Report

Date: June 23, 2025

To: **Public Works and Sustainability Commission**

From: **Public Works Department**

Subject: **DISCUSSION OF POTENTIAL REFORMS TO THE CITY'S PREFERENTIAL PARKING PERMIT PROGRAM**

SUMMARY:

City staff received a referral from the Public Works & Sustainability Commission (PWSC) to discuss potential changes to the City's Preferential Parking Permit (PPP) Program. The request stems from a desire to create more flexibility to add and/or remove zones to meet needs of the residents. The current Redondo Beach Municipal Code (RBMC) is highly restrictive and prescriptive as it relates to the PPP Program. Staff reviewed the PPP Program against similar programs in other cities such as Santa Monica, Culver City, and West Hollywood. These cities offer robust permit programs using best practices that reflect various street parking complexities.

BACKGROUND:

The City offers a number of parking permit programs for different needs. They include:

- Annual Parking Meter Permits (available to all; bypasses per use payment up to the stated time limit)
- Riviera Village Employee Parking Meter Permits (Riviera Village businesses only, specific meters only; bypasses per use payment and short-term time limits)
- Waterfront area employee permits
- Preferential Parking Permits (discussed in detail below; bypasses stated restriction)
- Oversized Vehicle Permits (required when vehicle exceeds a certain size / dimension)
- Senior Parking Meter Permit (age 62+ only; bypasses payment at 309 Esplanade and Lot 4 that serve a senior center)

This discussion focuses on the Preferential Parking Permits (PPP) Program. RBMC 3-7.17 governs the establishment, revisions, determination criteria, permit issuance, termination, and prohibitions related to preferential parking zones. RBMC 3-7.17 can be found here: https://ecode360.com/42644496#42644496

PPPs are only available with proof of residency on that particular block or group of blocks. At this time, the City contains 10 PPP zones, shown in **Attachment 1**. Each zone has a unique parking restriction and may encompass more than one block of a street.

Administration of the PPP Program is currently handled by the Police Department Parking Enforcement Unit. At this time, administration and enforcement is largely handled via paper, in-person, and/or mail-based methods. The Police Department is working to transition to an online-based system.

DISCUSSION:

Currently, Public Works and Police staff have observed the following issues with the PPP Program. They are shown in the table below. Police Parking Enforcement Unit's comments can also be found in **Attachment 2**.

#	Issue	Effect
1.	RBMC 3-7.17 does not allow for the creation of temporary PPP zones in response to large scale public and / or temporary events due to current requirement that parking conflicts occur on "regular and significant daily or weekly intervals."	Events such as the Seaside Holiday Lights in Torrance cause undue traffic and parking impacts in Redondo neighborhoods.
2.	RBMC allows only a 2/3 majority of residents to advance consideration to add, modify, or remove PPP zones. All PPP zone changes must go through the same petition process on the subject block.	Consideration to remove or modify existing PPP zones in consideration of other needs is impeded due to reliance on resident support likely unaware of other needs. Residents on adjacent blocks outside a PPP zone express frustration to City due to unfairness.
3.	Current PPP zones are added and named block by block, with some streets in a single neighborhood containing two zones.	Current PPP program is difficult to administer. Zone names and boundaries are confusing.
4.	Police Department does not yet have the capabilities to broadly enforce PPPs using automated license plate readers (ALPR).	PPPs require physical permits that can be easy to forge, hard to transfer. City is not yet able to introduce more dynamic parking regulations in PPP zones. All PPP zones are binary. Parking either allowed or disallowed during posted times. City is unable to enforce unmetered time limit zones or allow visitors to park without going through the permit process with their resident sponsor.

Some of these issues are due to restrictive language found in the RBMC, while other issues are due to the current administrative systems. For example, changes to the RBMC would be required to authorize designated staff to investigate whether a permit zone could be removed without petition of residents, subject to a public hearing by the PWSC. The RBMC would also need to be changed to authorize short-term PPP zones for public hearing

approval. Lastly, some desired changes to the PPP program may require additional parking enforcement resources, such as additional automated license plate readers (ALPR). The Police Department is looking to implement an online permit system and improved enforcement technologies in the next year or so. Improved technologies could allow the City to introduce creative PPP zone regulations that allow short-term (1-2 hour) public parking within the PPP zone, while exempting permit holders from short-term limits. This is common in other cities and reduces the need for visitor permits. Currently, all residents within a PPP zone must apply and pay for visitor permits for any vendors, friends, family, or others who visit their homes during restricted parking periods.

At this time, staff recommends consideration of the following changes to the PPP Program:

1. Clarify and affirm the City Manager or designee's authority to bring forward the addition, revision, or removal of a PPP zone to the PWSC for consideration via public hearing. (This is the first step to address obsolete zones and the effects of seasonal events zones.)
2. Establish annual limits for one-day visitor permits.
3. Establish a limit on the number of PPPs per address/dwelling unit.
4. Continue transition to an online-based, license plate-based parking permit system as resources allow. (Stickers would no longer be required, but additional funding may be required to implement ALPR more widely across the Parking Enforcement Unit. This change is in the planning stages.)
5. Organize the City into administrative parking districts to simplify the number of PPP zones. Streets that meet RBMC PPP zone thresholds and are approved for preferential parking would join the parking district. The inclusion of PPP zones will allow for permit parking for special events such as Seaside Holiday Lights in Torrance or BeachLife concerts. Each parking district would largely correspond to a single permit type/zone. Some parking districts may contain additional permit types for special circumstances like employee permits. (Santa Monica, Culver City, Inglewood and West Hollywood are among the various cities in the region that are divided into parking districts.)

Staff is soliciting additional input from the public and the Commission as it develops recommendations for reconsideration of the RBMC's parking permit programs in conjunction with the Police Department and for potential consideration by the City Council.

COORDINATION:

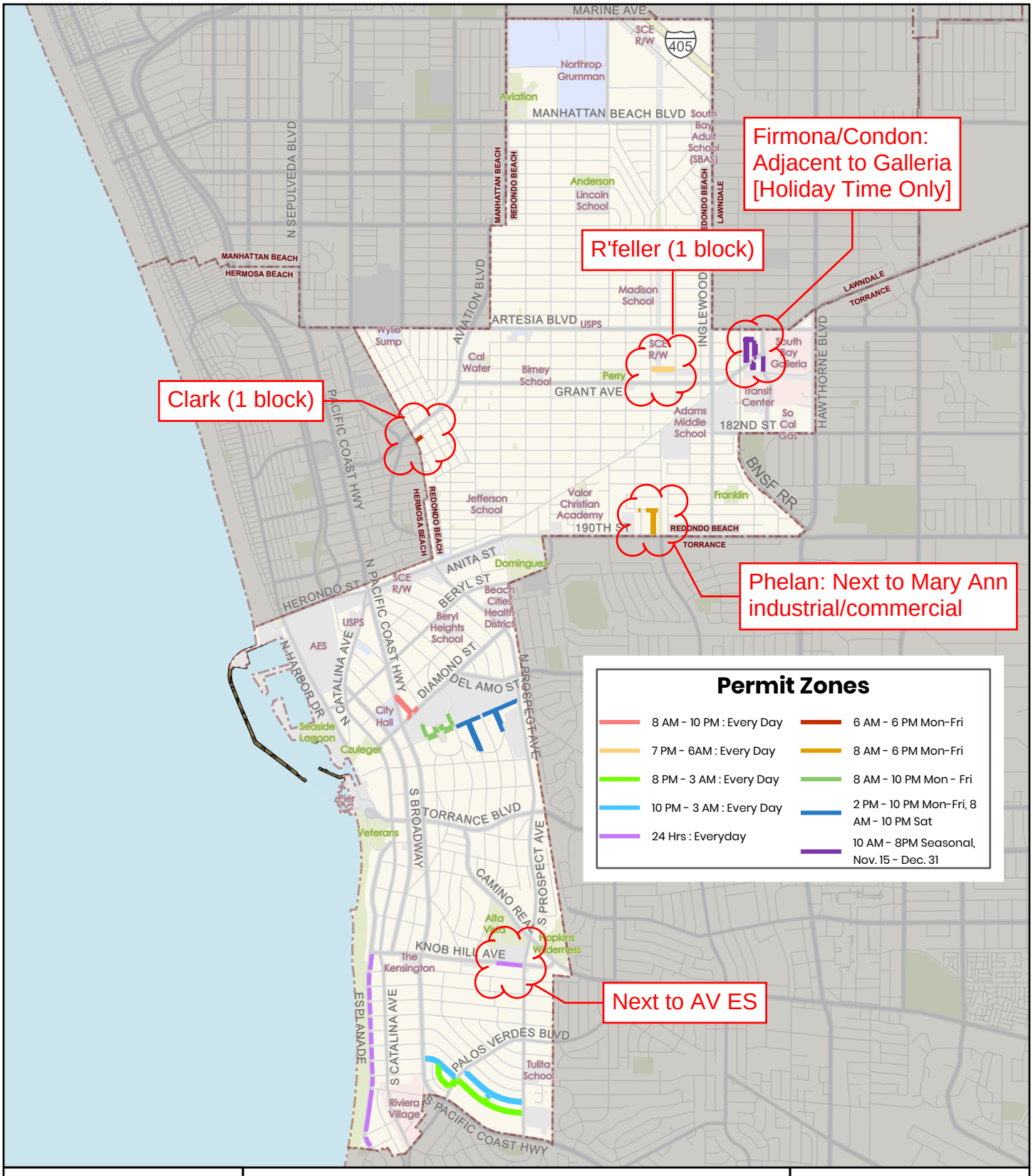
Coordination of this report took place within the Public Works Department and with the Police Department.

Prepared by:
Ryan Liu, Principal Transportation Engineer

Submitted by:
Andrew Winje, Public Works Director

ATTACHMENTS:
1 – Existing Preferential Parking Permit Zones
2 – Police Parking Enforcement Unit Comments

PWSC Attachment 1



Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported:6/3/202

Ryan Liu **PWSC Attachment 2**

From: Nicole Merrill
Sent: Tuesday, June 10, 2025 10:52
To: Ryan Liu
Cc: Brian Long; MSO
Subject: RE: Preferential parking

Hi Ryan,

The timing of potential changes to the PPP could be ideal as we are working on transitioning to an online portal for permit distribution. With this residents would upload their documents, staff would verify submissions, and once approved residents would pay and come in person to pick up. Below are my thoughts on potential changes to PPP.

- The ability to create PPP for large scale events may be beneficial. There is a possibility of backlash from the residents in the permitted zones near the high school. When there are large scale public events in this area (graduation and K9 Show) city council exempts the permits.
- The ability to allow the City Engineer to add, modify, or remove areas is needed. An example of an zone that should be removed would be the "Holiday Permits " in the area of the Galleria, which no longer creates spillover parking in the adjacent neighborhood. The continuance of this permit creates an inconvenience for the residents and an unnecessary task with expenses for supplies for staff.
- Larger permit areas instead of multiple permits in the same area. Example V and V2 permits.
- I currently have one unit with an ALPR, which would be insufficient equipment to move to all virtual permits However, it would allow for the enforcement of timed areas within a zone. An example of this would be allowing one hour unpermitted parking in the area of the high school for school business.
- Current RBMC allows for each applicant to receive a permit for each vehicle registered at the address within the zone. I would recommend establishing a defined limit on this.

☐ § 3-7.1704 **Issuance of permits.**

(a) Permits. The Police Department shall issue permits, in a form to be determined by the Police Department and consistent with the provisions of this article, for preferential parking to qualified applicants who have completed an application form supplied by the Police Department. Applicants for such permits shall present such proof as may be required by the Police Department of residence adjacent to the area designated as a preferential parking zone. Each qualified applicant shall be entitled to a permit for each noncommercial vehicle registered to their residence.

- I also would change the term "Visitor Permit" to "Transferable Permit". Visitor permit causes confusion with the residents, who often think they can apply for this permit without showing any documentation.

(c) Visitor permit. Any resident eligible for a preferential parking permit may also apply to the Police Department for a visitor preferential parking permit for the use of visitors to the home of the applicant. Such permits shall be in the form of a plastic or laminated card. No more than two visitor preferential parking permits shall be issued for any one dwelling.

REDONDO BEACH

Public Works | Engineering
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Redondo Beach, CA 90277

Tel: 310.318.0661
TrafficEngineering@redondo.org
Redondo.org

Redondo Beach Preferential Permit Parking Request Policy

In Accordance with Redondo Beach Municipal Code (RBMC) §3-7.17

1. **Request & Petition**

   Resident(s) seeking a preferential parking zone (PPZ) must initiate the request by soliciting a petition for their street(s) or area. The petition must be signed by **at least 60%** of residents (one vote per household) in the proposed PPZ. The initiating resident(s) shall work with the Engineering Services Division (ESD) to properly define the boundaries and proposed restrictions for the PPZ before gathering signatures using ESD-provided forms. The completed petition must be submitted to the ESD for residency verification.

2. **Parking Study and Engineering Evaluation**

   After verification, ESD will perform a parking study to determine if the proposed PPZ is **excessively impacted** by non-resident vehicle parking. Non-resident vehicles are defined as those registered to an address more than 500 feet away from the PPZ. An excessively impacted street is generally defined as one experiencing an overall parking occupancy of at least 75% AND at least 25% of those parked vehicles are non-resident, as defined above. **ESD will consider the potential effects** of the proposed PPZ on neighboring residents, other nearby land uses, and the public. ESD will also confirm compliance with relevant laws. More information on the determination of findings to justify a PPZ can be found in RBMC §3-7.1702.

3. **Public Meetings & Approval**

   If ESD determines that a PPZ is justified, a recommendation will be agendized at a Public Works & Sustainability Commission (PWSC) meeting for consideration. All residents and occupants within 500 feet of the proposed PPZ will be noticed of the PWSC meeting.

   - If the PWSC recommends the PPZ, it will be forwarded to the City Council for consideration (approval or denial). **The City Council makes the final decision** on whether to approve the PPZ.
   - If the PWSC denies the PPZ, an appeal can be made to the City Council via a referral by the Councilmember for the District in which the proposed PPZ is located.

4. Implementation & Administration

If the City Council approves the PPZ (assuming no other regulatory approvals are required), the Public Works and Police Departments will assign the PPZ to the City's working permit program and alert residents of the parking regulation changes. Police will administer the permit program and enforce parking regulations, while Public Works will install the necessary signage within the PPZ.