Elizabeth Alcantar, Mayor
Jose R. Gonzalez, Vice Mayor
Chris Garcia, Council Member
Jack M. Guerrero, Council Member
Blanca Lozoya, Council Member

CUDAHY CITY
COUNCIL CHAMBERS
5240 Santa Ana Street
Cudahy, CA 90201
Phone: (323) 773-5143
Fax: (323) 771-2072

REMOTE TELECONFERENCE
LOCATION:
Bedwell Hall
5240 Santa Ana Street
Cudahy, CA 90201

AGENDA

A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
and JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, February 18, 2020 – 6:30 P.M.

Written materials distributed to the City Council within 72 hours of the City Council meeting shall be available for public inspection in the City Clerk's Office at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (323) 773-5143 at least 72 hours in advance of the meeting.

Rules of Decorum

"Members of the Public are advised that all ***PAGERS****,* ***CELLULAR TELEPHONES*** *and any* ***OTHER COMMUNICATION DEVICES*** *are to be* ***turned off*** *upon entering the City Council Chambers." If you need to have a discussion with someone* in the audience, kindly step out into the lobby.

Under the Government Code, the City Council may regulate disruptive behavior that impedes the City Council Meeting.

Disruptive conduct may include, but is not limited to:

- Screaming or yelling during another audience member's public comments period;
- Profane language directed at individuals in the meeting room;
- Throwing objects at other individuals in the meeting room;
- Physical or verbal altercations with other individuals in the meeting room; and
- Going beyond the allotted three-minute public comment period granted.

When a person's or group's conduct disrupts the meeting, the Mayor or presiding officer will request that the person or group stop the disruptive behavior, and WARN the person or group that they will be asked to leave the meeting room if the behavior continues.

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room. Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403.)

1. CALL TO ORDER

2. ROLL CALL

Council / Agency Member Garcia
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez
Mayor / Chair Alcantar

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

5. PUBLIC COMMENTS

(Each member of the public may submit one comment card if he or she wishes to address the City Council. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for three (3) minutes concerning items under the City Council's jurisdiction, including items on the agenda and closed session items.)

(Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403).)

6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS (Each Council Member is limited to three minutes.)

(This is the time for the City Council / Agency to comment on any topics related to "City Business," including announcements, reflections on city / regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval / consent of the City Council majority members present, regarding staff directives). Each Council / Agency Member will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council Members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

7. CITY MANAGER REPORT (information only)

8. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

(Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.)
(COUNCIL / AGENCY)

Recommendation: Approve the Waiver of Full Reading of Resolutions and Ordinances.

10. CONSENT CALENDAR

(Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council / Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.)

A. Adoption of Proposed Ordinance No. 709 Amending Provisions of the Cudahy Municipal Code Pertaining to Sidewalk Vendors *(page 9)*

Presented by City Prosecutor

Recommendation: The City Council is requested to adopt Ordinance No. 709 amending provisions of the Cudahy Municipal Code.

B. Approval of the Local Agency Investment Fund (LAIF) for the Month of October 2019 *(page 39)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of October 2019 in the amount of $5,048,584.71.

C. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of October 2019 *(page 43)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of $1,091,637.88 including Cash and Investment Report by Fund for the month of October 2019.

D. Consideration to Review and Approve the Draft Minutes of February 4, 2020, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission *(page 67)*

Presented by Assistant City Clerk

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for February 4, 2020.

11. PUBLIC HEARING

A. Adoption of Proposed Ordinance No. 707 Amending Chapters 15.04 Through 15.34 of the Cudahy Municipal Code to Adopt the 2019 Los Angeles County Title 26,27,28,29,30,31, and 33 2019 Los Angeles County Amendments to the 2019 Edition of the California Building Codes Including the Building, Residential, Plumbing, Mechanical, Electrical, Green Building Standards and Existing Building Codes *(page 79)*

Presented by Building Official

Recommendation: The City Council is requested to:

1. Open the public hearing to receive comments on the proposed Ordinance and amendments to the Cudahy Municipal Code and then close the public hearing; and

2. Adopt Ordinance No. 707 and amendment to the Cudahy Municipal Code (Attachment A), which adopts: the Los Angeles County Titles 26, 27, 28, 29, 30, 31, and 33.

12. BUSINESS SESSION

A. Approval of a Master Services Contract with Willdan Financial for a Cost Allocation Plan, User Fee Study, and Development Impact Fee Analysis *(page 389)*

Presented by City Manager's Office

Recommendation: The City Council is requested to:

1. Approve staff's request to piggyback on the City of San Jacinto's competitive bid process for a Cost Allocation Plan, User Fee Study and Development Impact Fee Analysis; and

2. Award a Master Services Contract to Willdan Financial for a Cost Allocation Plan, User Fee Study and Development Impact Fee Analysis utilizing the City of San Jacinto's Request for Proposals and contract award on May 7, 2019.

B. Presentation Regarding a Request for Qualifications for the Acquisition of the Atlantic Avenue/Clara Street Property Document, Proposed Resolutions, Loan Agreements, and Long-Term Property Management Plan; Adoption of Proposed Resolution No. SA 20-02 Approving an Agreement with Valbridge Property Advisors; and Adoption of Proposed City Council Resolution No. 20-05 Acknowledging Certain Actions by the City of Cudahy as Successor Agency *(page 563)*

Presented by City Attorney's Office

Recommendation: The City Council serving as the Successor Agency to the former Cudahy Community Redevelopment Commission, and City Council is requested to:

1. Receive a presentation for the Disposition of certain Successor Agency properties. (The presentation will cover a Request for Qualifications for the Acquisition of the Atlantic Avenue/Clara Street Property (the "RFQ"), proposed resolutions, proposed loan agreements, and an overview of the previously approved Long-Term Property Management Plan);

The City Council serving as the Successor Agency to the former Cudahy Community Redevelopment Commission is requested to:

2. Adopt proposed Resolution No. SA 20-02 (Attachment B):

    a. Approving an agreement with Valbridge Property Advisors to appraise the fair market value of Successor Agency property;
    b. Approving the general form of a request for qualifications for the disposition of certain Successor Agency lands;
    c. Approving a loan agreement (Attachment E) with the City of Cudahy and Authorizing certain related actions; and

The City Council is requested to:

3. Adopt proposed City Council Resolution No. 20-05 (Attachment D):

    a. Acknowledging certain actions by the City of Cudahy as Successor Agency relating to the potential disposition and sale of Successor Agency lands; and
    b. Approving a loan agreement (Attachment E) with the Successor Agency and Authorizing certain related actions.

13. COUNCIL DISCUSSION

A. Council Member Lozoya

i. Atlantic Avenue Façade Improvements

RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. It should be noted that Councilman Guerrero will be participating from Bedwell Hall via teleconference. At this time, all persons other than Councilman Guerrero and City personnel authorized by either the City Manager or the City Attorney will not be allowed to remain in Bedwell Hall. Once closed session is completed and the City Council returns from closed session into open session, members of the public may then reenter the Council Chamber to rejoin the proceedings.

14. CLOSED SESSION

DELIBERATING AS CUDAHY SUCCESSOR AGENCY

A. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 1 Elizabeth Street Residential Property
5256 Elizabeth Street APN: 6224-001-014
5260 Elizabeth Street APN: 6224-001-015

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

B. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 2 Atlantic Avenue/Santa Ana Street Commercial Property
4734 Santa Ana Street APN: 6224-018-008
8110 South Atlantic Avenue APN: 6224-018-071
8100 South Atlantic Avenue APN: 6224-018-068
Santa Ana Street APN: 6224-018-070
4720 Santa Ana Street APN: 6224-018-069

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

C. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 3 Santa Ana Street Residential Property
4610 Santa Ana Street APN: 6224-019-014

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

D. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 4 Atlantic Avenue/Cecilia Street Commercial Property
8135 South Atlantic Avenue APN: 6224-022-001
4629 Cecilia Street APN: 6224-022-004
8201 South Atlantic Avenue APN: 6224-022-002
8221 South Atlantic Avenue APN: 6224-022-012
4633 Cecilia Street APN: 6224-022-003

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

E. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 5 Atlantic Avenue/Patata Street Commercial Property
4819 Patata Street APN: 6224-034-014
8420 South Atlantic Avenue APN: 6224-034-032 APN: 6224-034-040
Patata Street APN: 6224-034-041

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

F. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 6 Atlantic Avenue/Clara Street Commercial Property
4613 Clara Street APN: 6226-022-002
7660 South Atlantic Avenue APN: 6226-022-008
7630 South Atlantic Avenue APN: 6226-022-019 APN: 6226-022-020
7638 South Atlantic Avenue APN: 6226-022-023
7644 South Atlantic Avenue APN: 6226-022-022

No address APN: 6226-022-021 APN: 6226-022-024

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

G. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Properties:
– 8100 Atlantic Ave., 4720 Santa Ana St., 8110 Atlantic Ave., 4734 Santa Ana St. (APN 6224-018-068, 069, 070, 071, 008)
– 8135 Atlantic Ave., 4629 Cecilia St., 8201 S. Atlantic, 4633 Cecilia St., 8221 S. Atlantic Ave. (APN 6224-022-001, 004, 002, 003, 012)
– 4819 Patata, 8420 S. Atlantic Ave. (APN 6224-034-014, 032, 040, 041)
– 4613/4615 Clara St., 7630 Atlantic Blvd., 7660 Atlantic Blvd., 7638 Atlantic Blvd., 7644 Atlantic Blvd. (APN 6226-022-002, 019, 020, 008, 021, 022, 023, 024)
– 4610 Santa Ana St. (APN 6224-019-014)

City Negotiators: Acting City Manager, Santor Nishizaki and City Attorney
Negotiating Parties: Cudahy LF, LLC
Under Negotiation: Price and terms of payment

DELIBERATING AS CITY COUNCIL

H. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – One Matter

RECONVENE TO OPEN SESSION

15. CLOSED SESSION ANNOUNCEMENT

16. ADJOURNMENT

I, Richard Iglesias, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 15th day of February 2020

Richard Iglesias
Assistant City Clerk

Item Number
10A

STAFF REPORT

Date: February 18, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Santor Nishizaki, Acting City Manager/Executive Director
By: James Eckart, City Prosecutor

Subject: **Adoption of Proposed Ordinance No. 709 Amending Provisions of the Cudahy Municipal Code Pertaining to Sidewalk Vendors**

RECOMMENDATION

The City Council is requested to adopt Ordinance No. 709 amending provisions of the Cudahy Municipal Code.

BACKGROUND/ANALYSIS

Senate Bill 946 (SB 946) – "The Safe Sidewalk Vending Act", was enacted and became effective January 1, 2019. SB 946 modified provisions of the California Government Code in an effort by the State (i) to facilitate entrepreneurship and economic development to low-income and immigrant communities, and (ii) to increase access to desired goods, such as culturally significant food and merchandise. Unfortunately, sidewalk vending under SB 946 is highly unregulated and does not adequately protect the health, safety, and welfare of the sidewalk vendor, the vendor's patrons, and the general public.

Although SB 946 does not require a local jurisdiction to enact a "sidewalk vending program", it prohibits all local regulations that are not otherwise in accordance with the mandates of SB 946. It further authorizes Cities to enact regulations to protect the health, safety, and welfare of the general public so long as such regulations are consistent with the requirements of SB 946.

The City currently the use of "pushcarts" within Article XXIII ("Pushcarts") of Chapter 5.08 ("Business License Tax – Particular Businesses") in a manner that is not consistent with the requirements of SB 946. Given that SB 946 is already effective throughout the State of

California, the adoption of an urgency ordinance to impose appropriate time, place, and manner regulations upon sidewalk vending is necessary in order to preserve the immediate peace, health, safety, and general welfare of the public – especially since SB 946 leaves sidewalk vending a highly unregulated activity within the City of Cudahy.

Additionally, in an effort to avoid potential immigration consequences resulting from a criminal prosecution for sidewalk vending activities, SB 946 *decriminalizes* such activities and authorizes local jurisdictions to punish sidewalk vending activities by means of an administrative fine in lieu of typical criminal penalties.

SB 946 authorizes local jurisdictions to enact regulations pertaining to sidewalk vending activities so long as they adhere to the provisions of California Government Code Sections 51038 and 51039 as enacted by SB 946.

Pursuant to the aforementioned provisions of the Government Code, a local jurisdiction cannot prohibit a person from selling food or merchandise from a pushcart, stand, display, wagon, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other path designated for the exclusive use of pedestrians. – or within City parks, except when such restrictions are authorized by the Government Code or otherwise directly related to objective health, safety or welfare concerns.

California Government Code Sections 51038 and 51039 explicitly prohibit local regulations from doing any of the following:

- Restricting sidewalk vending activities based upon perceived community animus or economic competition;
- Requiring sidewalk vendors from obtaining the consent or approval of a non-government entity or individual, such as nearby businesses;
- Restricting sidewalk vending activities to designated neighborhoods or areas, except *stationary* sidewalk vending activities may be prohibited in areas zoned exclusively for residential use (although *roaming* sidewalk vending cannot be prohibited in such areas); and,
- Restricting the overall number of sidewalk vendors allowed to operate within the City unless the restriction is directly related to objective health, safety, or welfare concerns.

SB 946 authorizes local jurisdictions to enact appropriate time, place, and manner restrictions upon sidewalk vending activities provided that the restrictions are directly related to objective health, safety, or welfare concerns.

The proposed urgency ordinance attached as Exhibit A (and the proposed regular ordinance attached as Exhibit B) establishes the City's Sidewalk Vending Program within the parameters of SB 946. The City's program includes an annual permitting process – complete with procedures for the submission and review of a Sidewalk Vending application, the granting and denial of applications, the rescission of Sidewalk Vending Permit, and the appeal process for denials and rescissions. The City's proposed program also includes appropriate operating requirements and restrictions. Specifically, the attached ordinances include, but are not limited to, regulations that ensure:

1. Sidewalk vendors obtain a valid City business license and City Sidewalk Vendor Permit, possess a valid retail seller's permit form the California Department of Tax and Fee Administration, and obtain additional licenses or permits from other State or local agencies to the extent required by law (e.g., a Health Permit if vending food);
2. Sidewalk vending activities do not occur in locations where there is a heightened amount of traffic collisions that could increase the danger to sidewalk vendors and patrons thereof;
3. Sidewalk vending activities do not interfere with or obstruct safe paths of travel for pedestrians, and to ensure compliance with the federal Americans with Disabilities Act and other disability access standards;
4. Sidewalk vending activities do not interfere with the visibility of vehicle operators, thereby endangering the health, safety, and welfare of drivers and pedestrians utilizing sidewalks;
5. Sanitary conditions at and around the sidewalk vending activities are adequately maintained – including, but not limited to, ensuring the collection and disposal of trash and debris to prevent pollutants on sidewalks or in gutters during and upon the conclusion of sidewalk vending activities;
6. Sidewalk vending activities do not interfere with the use of fields, courts, pitches, playgrounds or recreational areas, and restrooms within City parks; and,
7. Sidewalk Vendors maintain sufficient comprehensive liability insurance – and that the City of Cudahy, it officers, and its employees, are named as additional insureds.

SB 946 also explicitly authorizes local jurisdictions to prohibit sidewalk vending within the immediate vicinity of certified farmers markets, permitted swap meets, or other temporary special events.

CONCLUSION

Staff recommends the adoption of the urgency ordinance (see Attachment "A") in the interest of protecting the immediate health, safety, and welfare of the general public, given that the passage of SB 946 – which took effect on January 1, 2019, authorized vending activities upon Cudahy sidewalks without sufficient regulations to safeguard the public.

In order to allow the public with a greater ability to provide input and comment on this item, Staff is recommending that the City Council introduce the same ordinance in regular form (see Attachment "B"), with its requested adoption to follow at the next regularly scheduled City Council meeting.

The Staff further recommends that the City Council introduce the regular ordinance (see Attachment "B")

FINANCIAL IMPACT

No significant impact, as the fee for the Sidewalk Vending Permit would cover the additional administrative and enforcement efforts mandated by the proposed Ordinance.

ATTACHMENTS

A. Ordinance No. 709
B. Draft of Sidewalk Vending Permit Application

ORDINANCE NO. 709

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING PROVISIONS OF THE CUDAHY MUNICIPAL CODE PERTAINING TO SIDEWALK VENDORS

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City of Cudahy has the authority to enact laws that promote the public health, safety, and welfare of its citizens, including sidewalk vending;

WHEREAS, the State Legislature recognized that the establishment of a sidewalk vending program will benefit local communities as a whole by facilitating entrepreneurship and providing economic opportunity for people to support themselves and their families, and by contributing to a diversity of food options and lively streets; and,

WHEREAS, Senate Bill ("SB") 946 was signed into law on September 17, 2018, and became effective January 1, 2019; and,

WHEREAS, SB 946 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with California Government Code Sections 51038 and 51039; and,

WHEREAS, SB 946 applies to both charter and general law cities; and,

WHEREAS, the City of Cudahy's current regulations pertaining to peddlers (as they pertain to "sidewalk vendors") – including those regulating "pushcarts" [Article XXIII, Title 5], conflict with SB 946; and,

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vending only in a designated neighborhood or area, except as specified; and,

WHEREAS, the City Council finds that the act of vending on sidewalks and other areas of the public right-of-way creates the potential for increased safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrians, school children, vehicles, and bicycle traffic; and,

WHEREAS, the City Council finds that restrictions on sidewalk vending are needed to accommodate vendors and their equipment, while also safeguarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services; and,

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and,

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and,

WHEREAS, the City Council finds that restrictions on sidewalk vending in public parks is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks; and,

WHEREAS, the City Council finds that the inherent itinerant nature of sidewalk vending and the ability of such vendors to move quickly from one location to another, including near parks, schools, and other places frequented by children warrants imposing certain regulatory measures, including requiring criminal background checks, to protect the health, safety, and welfare of the community.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference as findings in support of the regulations contained in this Urgency Ordinance.

In accordance with California Government Code, Section 36937 and in order to protect the public health, safety and welfare, the City Council also makes the following findings in support of the urgent nature of this Ordinance:

A. The City Council finds that this Urgency Ordinance is enacted in order to protect the public health, safety and welfare by adopting regulations that become effective immediately in order to address the impacts of SB 946 – which became effective January 1, 2019 and left sidewalk vending a highly unregulated activity. Specifically, this Urgency Ordinance mitigates the impacts and threats to the public peace, health, and safety by creating a regulatory mechanism for consideration of permit applications to assure that sidewalk vending does not pose a risk to the health, safety, and welfare of the public, including, but not limited to, impacts to traffic, pedestrian safety, mobility, unsanitary conditions involving food preparation, risks to children, and consumer protection.

C. Finally, the City Council further finds that the regulations contained in this Urgency Ordinance are reasonable and beneficial and assure that a lawful permit

program is in place immediately, as SB 946 authorizes sidewalk vending as of January 1, 2019, without regulations designed to protect the health, safety, and welfare of the general public.

SECTION 2. Article XXIII ("Pushcarts") of Chapter 5.08 ("Business License Tax – Particular Businesses") of Title 5 ("Business Licenses and Regulations") of the Cudahy Municipal Code is hereby repealed.

SECTION 3. A new Article XXIII ("Sidewalk Vending") is hereby added to Chapter 5.08 ("Business License Tax – Particular Businesses") of Title 5 ("Business Licenses and Regulations") of the Cudahy Municipal Code to read as follows:

Article XXIII. Sidewalk Vending

5.08.1510 Purpose.

The City Council of the city of Cudahy hereby finds and declares that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors. The purpose of this Article is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community.

5.08.1515 Definitions.

For purposes of this Article, the following words and terms are defined as follows:

(a) "Certified farmers' market" shall mean a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the California Food and Agricultural Code and any regulations adopted pursuant to that Chapter (including those contained in Section 9420.16 of this Code).

(b) "City" shall mean the City of Cudahy.

(c) "Director" shall mean the Director of Public Works, or designee thereof.

(d) "Food" shall mean any type of human edible substance, including any food product or beverage.

(e) “Merchandise” shall mean any goods or items that are not food. Merchandise does not include services.

(f) “Person” shall mean one or more natural persons, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnerships, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit or any other activity.

(g) “Roaming sidewalk vendor” shall mean a sidewalk vendor who moves from place to place and stops only to complete a transaction.

(h) “Sidewalk” shall mean a public sidewalk, parkway, pedestrian path, or other public right-of-way provided for the exclusive use of pedestrians. A sidewalk shall not include streets, alleys, plazas, or City-owned parking lots or structures.

(i) “Sidewalk vendor” shall mean a person who vends from a vending cart or from one’s person upon a sidewalk.

(j) “Stationary sidewalk vendor” shall mean a sidewalk vendor who vends from a fixed location.

(k) “Swap meet” shall mean a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the California Business & Professions Code, and any regulations adopted pursuant to that Article.

(l) “Temporary special permit” shall mean a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit or special event permit.

(m) “Vend” or “Vending” shall mean to barter, exchange, sell, offer for sale, display for sale, or solicit offers to purchase food or merchandise. Vend and Vending does not include the offering of services.

(n) “Vending cart” shall mean a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for vending that is not a vehicle as defined in the California Vehicle Code.

5.08.1520 Permit required.

No person shall engage in, conduct, or carry on the business of sidewalk vending without a permit issued under the provisions of this Article.

A Sidewalk Vending Permit is not required for a certified farmers market, swap meet, or any activity or event authorized by a temporary special permit.

5.08.1525 Permit application.

Every person, prior to engaging in, conducting, or carrying on the business of sidewalk vending shall file an application with Business License Department on a City-approved form. Such application shall be accompanied by a non-refundable application fee in an amount established by Resolution of the City Council, and shall contain, at a minimum, the following:

(a) The legal name, date of birth, current mailing address, telephone number, and color passport size photograph (measuring 2” x 2”) of the applicant;

(b) If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

(c) Whether the applicant is seeking authorization to operate as a roaming sidewalk vendor or a stationary sidewalk vendor;

(d) A description of the food and/or merchandise the applicant proposes to vend;

(e) A description of any vending cart the applicant intends on using in conjunction with the vending operation – including measurements of the height, width, and depth of the vending cart;

(f) A description, map, or drawing of the areas/route in which the applicant proposes to vend;

(g) The hours per day and the days per week during which the applicant proposes to vend;

(h) If a stationary sidewalk vendor, a maintenance plan that includes litter pickup in the vicinity of the vending location;

(i) A copy of a current and valid business license issued pursuant to Title 5, Chapter 5.04 of this code;

(j) A copy of a current and valid California seller’s permit issued to the applicant by the California Department of Tax and Fee Administration pursuant to California Revenue and Taxation Code Section 6067 (or any subsequently adopted amendment thereto);

(k) If the applicant proposes vending food, a certification of completion of a food handler course and proof of all required approvals from the Los Angeles County Department of Public Health – including a copy of the applicant's current and valid Los Angeles County Health Permit;

(l) A copy of the applicant's social security card, driver's license or identification card issued by the State of California, taxpayer identification number, or an identification card issued by another municipality;

(m) Proof of comprehensive liability insurance in an amount not less than two hundred thousand dollars ($200,000.00). Such insurance shall name as additional insured the City of Cudahy, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled without thirty (30) days advance written notice to the City of Cudahy;

(n) An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, from any and all damages or injury to persons or property proximately caused by the act or neglect of the applicant or by hazardous or negligent conditions maintained at the applicant's vending location;

(o) Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief; and

(p) Any other reasonable information regarding the time, place, and manner of the proposed sidewalk vending activities.

The applicant shall also submit a complete set of the applicant's fingerprints to the City Manager, or designee thereof, in a manner and form approved by the City Manager. The applicant shall pay for any fees for the fingerprints. Pursuant to California Penal Code Sections 11105, 11105.2, and 13300, the City Council explicitly authorizes the City Manager, or designee thereof, to obtain such information as it relates to disqualifying convictions or conduct related to the crimes or offenses described in this Article.

5.08.1530 Investigation and action upon permit application.

Upon receipt of a complete Sidewalk Vending Permit application (and requisite fees), the Community Preservation Department, or designee thereof, shall conduct a thorough investigation of the application and shall make a determination upon the application within sixty (60) days of acceptance of the completed application. The Community Preservation Department may request supplemental investigation, information, reports, and/or recommendations pertaining to relevant zoning, building, health, safety, fire, law enforcement, or other factors from any appropriate

department of the City or other appropriate agency.

Notwithstanding the provisions of Article III, Chapter 5.04 of this Code, the Director shall approve the issuance of a Sidewalk Vending Permit unless he or she determines that any of the following disqualifications exist:

(a) The applicant has failed to submit any of the information, documentation, and/or fees required pursuant to Section 5.08.1525 of this Article;

(b) The applicant does not possess all Federal, State, and/or local permits, licenses, certificates, and/or approvals required to engage in the activity in which the applicant seeks to engage;

(c) The applicant has made one or more material misstatements or misrepresentations in the application or supplemental information provided by the applicant;

(d) The applicant's proposed vending operation, as described in the application, is inconsistent with the standards, conditions, and requirements set forth in this Article;

(e) The applicant has failed to demonstrate an ability to conform to the standards, conditions, or requirements set forth in this Article; or,

(f) The applicant has been convicted of a felony or misdemeanor involving moral turpitude within five (5) years of the date of the application, or is otherwise still on probation or parole for a felony or misdemeanor involving moral turpitude; or,

(g) The applicant has been convicted of any felony offense involving the sale of a controlled substance specified in California Health & Safety Code sections 11054, 11055, 11056, 11057, or 11058 within five (5) years of the date of the application, or is otherwise on probation or parole for any offense set forth in this section; or,

(h) The applicant is required to register under the provisions of California Penal Code section 290 (or an equivalent section in any other State); or,

(i) If the application is for a renewal of a Sidewalk Vending Permit or a subsequent permit, the applicant has failed to pay all previous administrative fines in connection with a previous violation of this Article.

5.08.1535 Denial of sidewalk vending permit.

If a Sidewalk Vending Permit is denied pursuant to this Article, the applicant shall be notified in writing of the denial of the permit, along with the grounds

for denial. The Notice shall also advise the applicant of the ability to appeal the denial in the manner set forth in Section 5.04.290 of this Article. Notice shall be mailed to the applicant at the address listed in the application.

5.08.1540 Term of permit.

A Sidewalk Vending Permit issued pursuant to the provisions of this Article shall automatically expire one (1) year from the date issued, unless an earlier expiration date is noted on the permit.

5.08.1545 Permit non-transferable.

A Sidewalk Vending Permit issued pursuant to the provisions of this Article shall not be transferable to any other entity or person.

5.08.1550 Conditions imposed on permit.

Sidewalk vendors shall adhere to all operating requirements set forth in this Article, and all restrictions, limitations, and operating requirements set forth in this Article shall constitute conditions upon any Sidewalk Vending Permit issued pursuant to this Article.

5.08.1555 General sidewalk vendor operating requirements.

All sidewalk vendors shall comply with the following operating requirements and prohibitions, and each of these operating requirements and prohibitions shall constitute conditions of any Sidewalk Vending Permit.

(a) Stationary sidewalk vendors shall only conduct vending operations at the location approved by the Department of Public Works, and shall display a City-issued Sidewalk Vending Permit and Business License on the street-side portion of the City-approved vending cart.

(b) Roaming sidewalk vendors shall only conduct vending operations along the route approved by the Department of Public Works, and shall display a City-issued Sidewalk Vending Permit and Business License on the City-approved vending cart – or, if no vending cart is utilized, a roaming sidewalk vendor shall keep the City-issued Sidewalk Vending Permit and Business License upon his or her person at all times while conducting vending operations.

(1) Roaming sidewalk vendors shall move continuously except when necessary to complete a sale.

(2) Roaming sidewalk vending within residential areas of the city is prohibited between the hours of 6 p.m. and 9 a.m. of the subsequent day during Pacific Standard Time (PST) and between the hours of 8 p.m. and 9 a.m. during Daylight Savings Time (DST).

(c) Sidewalk vendors shall not vend in the following locations:

(1) On any portion of the Clara Street bridge or 710 overpass;

(2) On any portion of the sidewalk on Clara Street between the Clara Street bridge and Clara Street South;

(3) Within one-hundred fifty feet (150') of the intersection of Atlantic Avenue and Florence Avenue;

(4) Within twenty-five feet (25') of any other street intersection;

(5) Within twenty feet (20') of any traffic control device (including traffic signals and traffic signs);

(6) Within twenty feet (20') of any utility cabinets and/or vents;

(7) Within twenty feet (20') of a fire hydrant or connection, fire call box, or other emergency facility;

(8) Within three feet (3') of the edge of any curb;

(9) Within twenty feet (20') of any driveway apron or ADA ramp;

(10) Within twenty feet (20') of a marked crosswalk;

(11) Within twenty feet (20') of a curb return of an unmarked crosswalk;

(12) Within twenty feet (20') of a bus bench or bus shelter;

(13) Within twenty feet (20') of any entrance or emergency exit of any business during the hours that the business is open to the public or to persons having or conducting lawful business therein;

(14) Within five hundred feet (500') of any permitted certified farmers' market, permitted swap meet, or an area designated for use pursuant to a temporary special permit, during the operating hours or duration of the certified farmers' market, swap meet, or temporary special permit;

(15) Upon any sidewalk that is within five hundred feet (500') of the nearest property line of any property on which a school building is located between the hours of 7 a.m. and 5 p.m. of any school day, unless

situated completely within a park (and in compliance with section 5.08.1565);

(16) Within or on any median strip or dividing section of any street;

(17) Within any parking lot;

(18) Within any landscaped area or on an unpaved surface;

(19) Within any public property that is not set aside for the exclusive use of pedestrians;

(20) Within any private property without having first obtained current and valid permits and licenses from the City of Cudahy for such activity.

(d) Sidewalk vendors shall not vend in a manner that blocks or obstructs the free movement of pedestrians on sidewalks, and must maintain a minimum of forty-eight inches (48”) of accessible path of travel, without obstruction, along the sidewalk upon which the vendor is vending so as to enable persons to freely pass while walking, running, or using mobility assistance devices.

(e) Sidewalk vendors shall not block any entrances to buildings, driveways, parking spaces, or windows.

(f) Sidewalk vendors shall not vend to customers in vehicles unless said vehicles are lawfully parked, and shall not cause vehicles to stop in traffic lanes or persons to stand in traffic lanes.

(g) Sidewalk vendors shall not sell, use, or vend any live animal(s), nor shall any sidewalk vendor vend adult-oriented material depicting, describing, or relating to specified anatomical areas or specified sexual activities [as defined by Section 20.88.020 of the Cudahy Zoning Code], alcohol, marijuana, or tobacco products that contain nicotine or any product used to smoke (or “vape”) nicotine or marijuana.

(h) Sidewalk vendors shall not use or operate, or permit to be played, used, or operated, any radio, receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound, nor any flashing signs, flags, bells, horns, or whistles.

(i) Sidewalk vendors shall maintain the area immediately surrounding the vending area in a neat, clean, orderly, and sanitary condition. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and lawfully dispose of all byproducts (including fats, oils,

and grease) and litter generated by the vending operation (whether by the vendor or customer) within forty-eight inches (48") of the vending location. Sidewalk vendors shall not cause, permit, or suffer any litter, food, or other discarded or abandoned object to be thrown, deposited, or left in or upon any street, sidewalk, gutter, storm drain, inlet, catch basin, or other drainage structure, or upon any public or private land in the City.

(j) Sidewalk vendors shall present, upon request, a valid California identification, Sidewalk Vending Permit, Business License, and other applicable license or permit, to any City Official authorized to enforce the provisions of this Article, as well as to any person to whom they are vending.

(k) Vending carts or other accessory equipment shall not be touch, lean against, or be affixed or fastened at any time to a building or to any pole, sign, tree, lamppost, parking meter, mailbox, traffic signal, hydrant, bench, bus shelter, newsstand, waste receptacle, or traffic barrier located in the public right-of-way.

(l) Vending carts shall not be left unattended on the public right-of-way at any time.

5.08.1560 Stationary sidewalk vendor operating requirements.

In addition to the general operating requirements set forth in Section 5.08.1555 of this Article, stationary sidewalk vendors shall comply with the following operating requirements and prohibitions, and each of these operating requirements and prohibitions shall constitute conditions of any Sidewalk Vending Permit for a stationary sidewalk vendor.

(a) Stationary sidewalk vendors are prohibited from operating or establishing in any exclusively residential zone of the City, including Low-Density Residential (LDR) Zone, Medium-Density Residential (MDR) Zone, and High-Density Residential – Garden Overlay (HDR-G) Zone.

(b) Stationary sidewalk vendors shall remove any vending cart used in the vending operation from the sidewalk each day at the close of business.

(c) Stationary sidewalk vendors shall maintain a separation of at least twenty-five feet (25') from any other stationary sidewalk vendor so as to allow for queuing and to prevent sidewalk congestion.

(d) Stationary sidewalk vendors shall not cause, allow, or suffer the placement of tables, chairs, fences, shade structures, umbrellas, other furniture, rugs, towels, fabric of any kind upon the sidewalk in conjunction with the vending operation (whether for the display of goods or any other reason).

(e) Stationary sidewalk vendors shall not cause, allow, or suffer the erection or placement of any signs upon the sidewalk.

(f) Stationary sidewalk vendors shall not attach or use any water lines, electrical lines, or gas lines during the vending operation.

(g) No vending cart may exceed an overall height of five feet (5') and width of five feet (5') and length of five feet (5'), and may not include attachments such as balloons, streamers, ribbons, pinwheels, flags, and other visual marketing aids.

5.08.1565 Operating requirements for sidewalk vendors within a park.

In addition to the general operating requirements set forth in Section 5.08.1555 of this Article, sidewalk vendors shall comply with the following operating requirements and prohibitions, and each of these operating requirements and prohibitions shall constitute conditions of any Sidewalk Vending Permit for a sidewalk vendor within a park.

(a) Stationary sidewalk vendors are prohibited from operating within any portion of a City Park for which the City has signed an agreement for concessions that exclusively permits the sale of merchandise or food by the concessionaire.

(b) Stationary sidewalk vendors operating within a City Park shall comply with all operating requirements and prohibitions set forth in Section 5.08.1560 of this Article.

(c) Sidewalk vendors shall not vend in the following locations within a park:

(1) Within fifty feet (50') of a any field, court, or pitch that is primarily designed for use in a sporting activity (including, but not limited to, baseball field, softball field, basketball court, tennis court, soccer pitch, volleyball court, and handball court), while said area is in use;

(2) Within fifty feet (50') of any playground, recreational water features (including, but not limited to, water seal at Cudahy Park), or exercise area, while said area is in use;

(3) Within fifty feet (50') of any restroom facilities.

(d) Notwithstanding Section 5.08.1555(c)(14), sidewalk vendors of merchandise may conduct sidewalk vending on unpaved portions of a park, so long as the vendor adheres to all other sidewalk vendor operating

requirements and park regulations. However, sidewalk vendors of food may not conduct sidewalk vending on unpaved portions of a park.

5.08.1570 Violations and penalties.

(a) A violation of this article by a sidewalk vendor who has a current and valid Sidewalk Vending Permit issued by the City pursuant to this Article is punishable only by an administrative citation pursuant to Chapter 1.40 of Article I of this Code, in the following amount:

(1) One hundred dollars ($100) for a first violation.

(2) Two hundred dollars ($200) for a second violation within one year of the first violation.

(3) Five hundred dollars ($500) for each additional violation within one year of the first violation.

(4) The City may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations, in accordance with the provisions of Section 5.08.1575 of this Code.

(b) An person engaged in sidewalk vending without a current and valid Sidewalk Vending Permit issued pursuant to this Article is punishable only by an administrative citation pursuant to Chapter 1.40 of Article I of this Code, in the following amounts, in lieu of the amounts set forth in paragraph A:

(1) Two hundred fifty dollars ($250) for a first violation.

(2) Five hundred dollars ($500) for a second violation within one year of the first violation.

(3) One thousand dollars ($1,000) for each additional violation within one year of the first violation.

(4) Upon proof of a valid permit issued by the City pursuant to this Article, the administrative citations set forth in this paragraph shall be reduced to the amounts set forth in paragraph A.

(c) A violation of this Article shall not be punishable as an infraction or misdemeanor and a person alleged to have violated any provision of this Article shall not be subject to arrest except when otherwise permitted under law. Further, failure to pay an administrative citation issued pursuant to this Article shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

(d) Any administrative citation issued pursuant to this Article shall be accompanied with notice of and instruction regarding the citee's right to request an ability-to-pay determination. When assessing administrative citations pursuant to this Article, the administrative hearing officer shall take into consideration the person's ability to pay the fine. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

(e) If the person meets the criteria described in subdivision (a) or (b) of California Government Code Section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of an administrative citation imposed pursuant to this Article.

5.081575 Rescission of sidewalk vendor permit

The Director shall summarily rescind a Sidewalk Vendor Permit issued to a sidewalk vendor for the term of the Permit upon a fourth or subsequent violation of this Article within one year of the first violation in accordance with the procedures outlined in this Section.

(a) Upon determining that a holder of a Sidewalk Vendor Permit has committed a fourth or subsequent violation of this Article within one year of the first violation, the Director shall serve a written Order of Rescission upon the permittee stating the grounds for rescission and the permittee's right to appeal the Order of Rescission. The Order shall also set forth the effective date of the rescission and the duration of the rescission. The Order of Rescission shall be served upon the permittee at the address listed on the Sidewalk Vendor Permit application via first class mail. Failure of the permittee to receive an Order of Rescission that was served in accordance with this Section shall not invalidate the Order of Rescission.

5.08.1580 Ability to pay determinations and appeals

(a) **Ability to Pay Determination.** Any person issued an administrative citation pursuant to this Article may request a determination on the person's ability to pay the administrative fine. The person may request an ability-to-pay determination at any time prior to payment of the fine, including when a fine is delinquent or has been referred to a comprehensive collection program.

(1) The Director or hearing office shall reduce the fine to twenty percent (20%) of the total if the citee meets either of the following criteria:

a. If the citee is receiving public benefits under Government Code Section 68632(a); or,

b. If the citee has a monthly income which is 125 percent or less of the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health or Human.

(b) **Appeal of Administrative Citation.** Any person issued an administrative citation pursuant to this Article shall have the right to appeal the issuance of the administrative citation in accordance with and the time limits set forth in the provisions of Chapter 4 of Article I of this Code.

(1) Notwithstanding the provisions of Chapter 4 of Article I of this Code, upon the submission of proof of a valid permit issued by the City pursuant to this Article, any administrative fine imposed upon a sidewalk vendor who did not have a valid permit at the time the administrative citation was issued shall be reduced in accordance with Section 6544.12(b)(4) of this Article.

(c) **Appeal of Denial or Rescission of Sidewalk Vending Permit**

(1) **City Manager.** Any person who has been denied a Sidewalk Vending Permit or who has had a Sidewalk Vending Permit rescinded by the Director pursuant to the provisions of this Article may appeal such determination to the City Manager, or designee thereof, by filing a request for an appeal with the City Clerk, and tendering a filing and processing fee as set by resolution of the City Council, within ten (10) calendar days of service of the notice of such denial or Order of Rescission. The request for an appeal shall contain, at a minimum, the following:

a. The name, current mailing address, and telephone number of the appellant;

b. The date of denial or rescission by the Director of Public Works;

c. A statement as to all grounds for appeal in sufficient detail to enable the City Manager, or designee thereof, to understand the nature of the controversy; and,

d. The signature of the appellant under penalty of perjury as to the contents of the request for appeal.

(2) Appeal hearings shall be conducted before the City Manager, or designee thereof, in the same manner as set forth under the provisions of Section 5.04.200 of this Code, however, the determination of

the City Manager, or designee thereof, shall be appealable to the Public Safety Commission.

(3) **Public Safety Commission.** Any person who has appealed the denial or rescission of a Sidewalk Vending Permit pursuant to Section 5.08.1580(c)(1) of this Code and who is dissatisfied with the determination of the City Manager may appeal such determination to the Public Safety Commission by filing a request for an appeal with the City Clerk, and tendering a filing and processing fee as set by resolution of the City Council, within ten (10) calendar days of service of the notice of the City Manager's determination. The request for appeal shall contain, at a minimum, the same information as required for an appeal to the City Manager.

(4) **City Council**. Any person who has appealed the denial or rescission of a Sidewalk Vending Permit pursuant to Section 5.08.1580(c)(3) of this Code and who is dissatisfied with the determination of the Public Safety Commission may appeal such determination to the City Council by filing a request for an appeal with the City Clerk, and tendering a filing and processing fee as set by resolution of the City Council, within ten (10) calendar days of service of the notice of the Public Safety Commission's determination. The request for appeal shall contain, at a minimum, the same information as required for an appeal to the City Manager.

a. Appeal hearings before the City Council shall be conducted in the same manner as set forth under Section 5.04.290(3) of this Code, however, any remand by the City Council shall be to the City Manager or designee thereof.

SECTION 8. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each article, section, subsection, paragraph, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more articles, sections, subsections, paragraph, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Cudahy this ___ day of _____ 2020.

_____
Elizabeth Alcantar
Mayor

ATTEST:

_____
Richard Iglesias
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No. 709 was introduced for a first reading on the _____ day of _____, 2020 and approved for a second reading and adopted by said Council at its regular meeting held on the ___ day of _____, 2020 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Richard Iglesias
Assistant City Clerk

CUDAHYCA
OPEN MINDS, OPEN DOORS

SIDEWALK VENDING PERMIT INFORMATION AND APPLICATION PACKET

(Please review this information and CMC Article XXIII of Chapter 5.08 prior to submitting application)

Sidewalk vendors include all persons who sell, exchange, offer for sale or exchange, or display for sale or exchange, any food or merchandise on a sidewalk, in a park, or on any public right-of-way provided for the exclusive use of pedestrians.

All sidewalk vendors must obtain both a Cudahy Business License and a Cudahy Sidewalk Vending Permit *prior* to engaging in sidewalk vending in the City of Cudahy. Additionally, all sidewalk vendors require a Sellers Permit (issued by the California Tax & Fee Administration) and, if vending food, a Health Permit (issued by the Los Angeles County Department of Public Health).

Sidewalk Vending Permits are valid for one (1) year from the date of issuance, and must a new one must be obtained annually. There is no guarantee that the same location will be available each year.

Engaging in sidewalk vending without either a business license or regulatory permit is a violation of the Cudahy Municipal Code and will result in the imposition of fines and/or removal from City-owned premises.

Application Process

This information is being provided to facilitate applicants in navigating expeditiously through the Cudahy Sidewalk Vending Permit process.

1. Review this information sheet and Title 5, Chapter 5.08, Article XXIII of the Cudahy Municipal Code (available at http://www.cityofcudahy.com).

2. Obtain a California Seller's Permit from the California Fee & Tax Administration (http://www.cdtfa.ca.gov)

3. Obtain a Los Angeles County Health Permit [*for food vendors only*] (http://publichealth.lacounty.gov/eh)

4. Obtain a Cudahy Business License at Cudahy City Hall, 5220 Santa Ana Street, Cudahy)

5. Pay the Cudahy Sidewalk Vending Permit application fee to the City of Cudahy (at Cudahy City Hall, Business License Department)

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6. Submit fingerprints via the Los Angeles Sheriff's Department or any Live Scan Operator (approved by the California Department of Justice) utilizing the attached Live Scan form.

7. Submit a Cudahy Sidewalk Vending Permit application, all supporting material, and proof of payment to the Cudahy Business License Department (located at Cudahy City Hall)

In order to ensure that your Sidewalk Vending Permit is complete, please ensure that the following supplemental documents and/or information are submitted with your Sidewalk Vending Permit application. Incomplete applications will not be accepted.

- ☐ Copy of current and valid Cudahy Business License
- ☐ Copy of current and valid California Sellers Permit
- ☐ Copy of current and valid Los Angeles County Health Permit [*for vendors of food only*]
- ☐ Copy of applicant's social security card, California driver's license or identification, taxpayer identification number, or identification card issued by another municipality
- ☐ Proof of comprehensive liability insurance ($1,000,000). City of Cudahy and its officers and employees must be named as additional insureds, and must provide that the policy shall not terminate or be cancelled without thirty (30) days advance written notice to the City of Cudahy
- ☐ Indemnification and Hold Harmless Agreement
- ☐ Map/site plan depicting exactly where stationary sidewalk vending operations will occur and/or route of travel for roaming sidewalk vending operations. ***Please review the attached map to ensure you are not seeking to vend in a prohibited location***.
- ☐ Photograph of any vending cart to be utilized
- ☐ Acknowledgement of Sidewalk Vendor Regulations

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Sidewalk Vending #_____
Stationary ☐
Roaming ☐
For administrative use only

Sidewalk Vending Permit Application

GENERAL INFORMATION (ALL FIELDS REQUIRED)	
Business Name (DBA):	Downey Bus. License #:
Primary Contact Name:	DL/ID/SS/TIN: _____
Business Address:	**Copy attached ☐
Mailing Address:	
Primary Contact Phone:	
E-Mail Address:	

Please submit copies of the following:

Proof of Payment (App Fee) ☐ Cudahy Business License ☐ Proof of Background Check ☐
CA Seller's Permit ☐ LA County Health Permit ☐ Proof of Comprehensive Liability Insurance ☐
Indemnification and Hold Harmless Agreement ☐ Acknowledgement of Sidewalk Vendor Regulations ☐

BUSINESS OPERATIONS INFORMATION
Type of vending operations: Stationary ☐ Roaming ☐
***If you are vending on private property, from a motor vehicle, or on a street, you must obtain a Peddler Permit*
Items to be offered for sale: Food ☐ Merchandise ☐
Please describe in detail the food/products you will vend. _____
Day(s) you intend to vend: Su ☐ M ☐ T ☐ W ☐ Th ☐ F ☐ Sa ☐
Hours you intend to vend: From _____ am/pm to _____ am/pm

VENDING LOCATION	
Stationary vendors only	Location/address of vending activities: _____ ***Map or site plan showing exact location of vending activities is required to be submitted*
Roaming vendors only	Route/path of travel for sidewalk vending activities: _____ ***Map or site plan showing exact route of travel is required to be submitted*

VENDING CART INFORMATION
Please check one of the set-up types below for the vending activity association with this application. Push Cart ☐ Wagon ☐ Rack ☐ Pedal Driven Cart ☐ Pull Cart ☐ Stand ☐ Other (*specify*) ☐ _____
Cart dimensions: (H)_____ x (W)_____ x (D)_____ *** A photograph of the cart is required to be submitted*

WASTE RECEPTACLES
Number of receptacles: _____ Receptacle dimensions: (H)_____ x (W)_____ x (D)_____

ACKNOWLEDGMENT AND DECLARATION	
I acknowledge that I have read and understand the requirements of Cudahy Municipal Code Chapter 5.08, Article XXIII, including all location restrictions. I declare, under penalty of perjury, that I am authorized to complete this form, and to the best of my knowledge and belief, it is a true correct, and complete statement. I understand and agree that the granting of this Permit requires my compliance with all applicable laws and regulations of the City of Cudahy, as well applicable County, State, and Federal laws.	
Name:	Title:
Signature	Date:

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ACKNOWLEDGMENT OF SIDEWALK VENDOR REGULATIONS

Initial each box acknowledging that you have read and understood each regulation.

	GENERAL REGULATIONS
_____ (Initial)	All sidewalk vendors shall present, upon request, to any City Official, a valid identification, business license, Sidewalk Vending Permit, and any other applicable license or permit
_____ (Initial)	All sidewalk vendors shall only conduct vending operations at locations and/or along the route approved by the Cudahy Community Preservation Department, and shall display a copy of the Sidewalk Vending Permit and Cudahy Business License at all times (as well as a Los Angeles County Health Permit, if vending food).
_____ (Initial)	Stationary sidewalk vendors are prohibited from operating in any residential zone of the City
_____ (Initial)	Roaming sidewalk vendors shall move continuously except when necessary to complete a sale.
_____ (Initial)	Roaming sidewalk vending is prohibited in residential zones between the hours of 6 p.m and 9 a.m. of the subsequent day during Pacific Standard Time (PST) and between the hours of 8 p.m. and 9 a.m. during Daylight Savings Time (DST).
_____ (Initial)	Sidewalk vendors shall not vend to customers in vehicles unless the vehicle is lawfully parked and does not cause vehicles to stop in traffic lanes or persons to stand in traffic lanes
_____ (Initial)	Sidewalk Vendors shall not use or operate any radio, receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound
_____ (Initial)	Vending cars and other accessory equipment shall not touch, lean against, or be affixed or fastened at any time to a building, pole, sign, tree, lamppost, parking meter, mailbox, traffic signal, hydrant, bench, bus shelter, newsstand, waste receptacle, or other traffic barrier located in the public right-of-way
_____ (Initial)	Stationary sidewalk vendors shall not cause, allow, or suffer the placement of tables, chairs, fences, shade structures, umbrellas, other furniture, rugs, towels, fabric of any kind upon the sidewalk in conjunction wit the vending operation (whether for the display of goods or any other reason)
_____ (Initial)	Stationary vendors shall not cause, allow, or suffer the erection or placement of any signs upon a sidewalk
_____ (Initial)	Stationary sidewalk vendors shall not attach or use any water lines, electrical lines, or gas lines during the vending operation
_____ (Initial)	Stationary sidewalk vending carts cannot have visual marketing aids attached (e.g., balloons, streamers, ribbons, pinwheels, flags, etc.)

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_____ (Initial)	Stationary sidewalk vendors shall remove any vending cart used in the vending operation from the sidewalk each day at the close of business
_____ (Initial)	Stationary sidewalk vendors shall maintain a separation of at least twenty-five feet (25') from any other stationary sidewalk vendor so as to allow for queuing and to prevent sidewalk congestion
_____ (Initial)	No vending cart may exceed an overall height of five feet (5') and width/length of five feet (5') and may not include attachments such as balloons, streamers, ribbons, pinwheels, flags and other visual marketing aids.

LOCATION RESTRICTIONS	
Sidewalk Vendors shall not vend in any of the following locations:	
_____ (Initial)	Within any private property
_____ (Initial)	Within any public property that is not set aside for the exclusive use of pedestrians
_____ (Initial)	Within any parking lot or parking structure
_____ (Initial)	Within or on any median strip or dividing section of any street
_____ (Initial)	In any location that blocks or obstructs the free movement of pedestrians
_____ (Initial)	In any location where there is less than 48" of accessible path of travel, without obstruction, along the sidewalk upon which the vendor is vending
_____ (Initial)	In any location that blocks any entrance to buildings, driveways, parking spaces, or windows
_____ (Initial)	Sidewalk vendors shall not vend (i) on any portion of the Clara Street bridge or 710 overpass; (ii) on any portion of the sidewalk on Clara Street between the Clara Street bride and Clara Street South; or (iii) within 150' of the intersection of Atlantic Avenue and Florence Avenue
_____ (Initial)	Within three feet (3') of the edge of any curb
_____ (Initial)	Within twenty-five feet (25') of any street intersection
_____ (Initial)	Within twenty feet (20') of any traffic control device (including traffic signals and traffic signs)
_____ (Initial)	Within twenty feet (20') of any fire hydrant or connection, fire call box, or other emergency facility
_____ (Initial)	Within twenty feet (20') of any driveway apron

DRAFT

_____ (Initial)	Within twenty feet (20') of any marked crosswalk
_____ (Initial)	Within twenty feet (20') of any curb return of an unmarked crosswalk
_____ (Initial)	Within twenty feet (20') of any bus bench or bus shelter
_____ (Initial)	Within twenty feet (20') of any entrance or emergency exit of any business during the hours that the business is open to the public or to persons having or conducting lawful business therein
_____ (Initial)	Within fifty feet (50') of any playground, recreational water feature, or exercise area in a park, while said area is in use
_____ (Initial)	Within fifty feet (50') of any field, court, pitch or other area inside of a park designed for use in a sporting activity, while said area is in use
_____ (Initial)	Within fifty feet (50') of any restroom facility in a park
_____ (Initial	Within five hundred feet (500') of any Farmers Market, Swap Meet, or Temporary Special Event during hours of operation of such events
_____ (Initial	Within five hundred feet (500') of the nearest property line of any school between the hours of 7 am and 5 p.m. of any school day

DRAFT

STATE OF CALIFORNIA
BCIA 8016
(Rev. 05/2018)

REQUEST FOR LIVE SCAN SERVICE

Print Form Reset Form

Applicant Submission

AG998
ORI (Code assigned by DOJ)

License, Certificate, or Permit
Authorized Applicant Type

Sidewalk Vending Permit
Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

City of Cudahy
Agency Authorized to Receive Criminal Record Information

18192
Mail Code (five-digit code assigned by DOJ)

5220 Santa Ana Street
Street Address or P.O. Box

Jennifer Hernandez
Contact Name (mandatory for all school submissions)

Cudahy — City
CA — State
90201 — ZIP Code

(323) 773-5143
Contact Telephone Number

Applicant Information:

Last Name

First Name | Middle Initial | Suffix

Other Name (AKA or Alias) Last

First | Suffix

Date of Birth

Sex ◯ Male ◯ Female

Driver's License Number

Height | Weight | Eye Color | Hair Color

Billing Number
(Agency Billing Number)

Place of Birth (State or Country)

Social Security Number

Misc. Number
(Other Identification Number)

Home Address Street Address or P.O. Box

City | State | ZIP Code

Your Number:
OCA Number (Agency Identifying Number)

Level of Service: ☑ DOJ ☑ FBI
(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City | State | ZIP Code

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency | LSID | ATI Number | Amount Collected/Billed

ORIGINAL - Live Scan Operator SECOND COPY - Applicant THIRD COPY (if needed) - Requesting Agency

REQUEST FOR LIVE SCAN SERVICE

Privacy Notice

As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) collects the information requested on this form as authorized by Business and Professions Code sections 4600-4621, 7574-7574.16, 26050-26059, 11340-11346, and 22440-22449; Penal Code sections 11100-11112, and 11077.1; Health and Safety Code sections 1522, 1416.20-1416.50, 1569.10-1569.24, 1596.80-1596.879, 1725-1742, and 18050-18055; Family Code sections 8700-87200, 8800-8823, and 8900-8925; Financial Code sections 1300-1301, 22100-22112, 17200-17215, and 28122-28124; Education Code sections 44330-44355; Welfare and Institutions Code sections 9710-9719.5, 14043-14045, 4684-4689.8, and 16500-16523.1; and other various state statutes and regulations. The CJIS Division uses this information to process requests of authorized entities that want to obtain information as to the existence and content of a record of state or federal convictions to help determine suitability for employment, or volunteer work with children, elderly, or disabled; or for adoption or purposes of a license, certification, or permit. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at **http://oag.ca.gov/privacy-policy**.

Providing Personal Information. All the personal information requested in the form must be provided. Failure to provide all the necessary information will result in delays and/or the rejection of your request.

Access to Your Information. You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to process applications pertaining to Live Scan service to help determine the suitability of a person applying for a license, employment, or a volunteer position working with children, the elderly, or the disabled, we may need to share the information you give us with authorized applicant agencies.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law.

Contact Information. For questions about this notice or access to your records, you may contact the Associate Governmental Program Analyst at the DOJ's Keeper of Records at (916) 210-3310, by email at **keeperofrecords@doj.ca.gov,** or by mail at:

Department of Justice
Bureau of Criminal Information & Analysis
Keeper of Records
P.O. Box 903417
Sacramento, CA 94203-4170

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Item Number
10B

STAFF REPORT

Date: February 18, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Santor Nishizaki, Acting City Manager/Executive Director
By: Steven Dobrenen, Finance Director

Subject: **Approval of the Local Agency Investment Fund (LAIF) for the Month of October 2019**

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of October 2019 in the amount of $5,048,584.71.

BACKGROUND

1. In 1955, the Pooled Money Investment Account (PMIA) started. LAIF became part of the PMIA. The oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members consist of the State Treasurer, Director of Finance, and State Controller.

2. In 1977, LAIF was created as a voluntary program by Section 16429.1 et seq. of the California Government Code. The program was intended to be used as an investment alternative for California's local governments and special districts. The LAIF continues today under State Treasurer Fiona Ma's administration.

3. On October 1, 2019, the balance in LAIF was $5,014,345.41 (See Attachment).

4. In October 2019, $34,239.30 quarterly interest earned was transferred to LAIF from California State Treasurer office. (See Attachment).

5. On October 31, 2019, the balance in LAIF was $5,048,584.71 (See Attachment).

ANALYSIS

The voluntary program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian.

Cudahy Municipal Code Section 3.04.080 indicates, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."

CONCLUSION

Once the City Council approves the October 2019 LAIF, the LAIF ending balance of $5,048,584.71 may be relied upon when determining whether or not there are sufficient funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

FINANCIAL IMPACT

None

ATTACHMENT

Local Agency Investment Fund (LAIF) Balance

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of	**October 01, 2019**	**$5,014,345.41**
LAIF Interest earned		**34,239.30**
Ending Balance as of	**October 31, 2019**	**$5,048,584.71**
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Item Number
10C

STAFF REPORT

Date: February 18, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Santor Nishizaki, Acting City Manager/Executive Director
By: Steven Dobrenen, Finance Director

Subject: **Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of October 2019**

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of $1,091,637.88 including Cash and Investment Report by Fund for the month of October 2019.

BACKGROUND

1. On December 13, 1993, Ordinance 476 was adopted and codified as Cudahy Municipal Code Section 3.04.080 indicating, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."

2. On October 2019, the following demands and payroll have been audited by the Finance Department:

Demands	$	897,786.07 (Attachment A)
Payroll Warrants	$	126,949.91 (Attachment B)
	$	66,901.90 (Attachment B)
Total:	**$**	**1,091,637.88**

ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund October 2019 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of October 2019 , (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2019-20, and (Attachment E) a summary of cash received and disbursed by month during FY 2018-19.

Cudahy Municipal Code Section 3.04.070 indicates, "...Budgeted demands paid by warrant prior to audit by the council shall be presented to the council for ratification and approval..."

CONCULSION

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/Warrant Register has been submitted to the City Council for approval in accordance with Cudahy Municipal Code Section 3.04.070.

FINANCIAL IMPACT

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of $1,091,637.88 were distributed between the funds of the City.

ATTACHMENTS

A. Check Register Report
B. Payroll Warrants including payroll taxes and insurance premiums
C. Cash and Investment Report by Fund October 2019
D. Summary of Cash Receipt / Disbursement by Month FY 2019-20
E. Summary of Cash Receipt / Disbursement by Month FY 2018-19

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
50441	10/01/2019		7995	AMERICAN CITY PEST & TERMITE	430.50	430.50
			Printed	Pest Control Sept 2019	0.00	

Ref#	GL Number	Gross	Discount	Amount
33422	001-4020-6720.000	113.50	0.00	113.50
33423	001-4020-6720.000	131.50	0.00	131.50
33424	001-4020-6720.000	185.50	0.00	185.50
			Check Amount	430.50

50442	10/01/2019		9966	AT & T LONG DISTANCE SERVICE	46.03	46.03
			Printed	Ref 323 771 2072	0.00	

Ref#	GL Number	Gross	Discount	Amount
33431	001-4020-6390.000	46.03	0.00	46.03
			Check Amount	46.03

50443	10/01/2019		0057-2	AT & T PHONE SERVICE	642.66	642.66
			Printed	323 771 3379	0.00	

Ref#	GL Number	Gross	Discount	Amount
33432	001-4020-6390.000	642.66	0.00	642.66
			Check Amount	642.66

50444	10/01/2019		10212	ATLAS BACKFLOW	1,152.21	1,152.21
			Printed	Backflow Test	0.00	

Ref#	GL Number	Gross	Discount	Amount
33428	001-4410-6389.000	612.21	0.00	612.21
33429	001-4410-6389.000	540.00	0.00	540.00
			Check Amount	1,152.21

50445	10/01/2019		8142	BAVCO	840.11	840.11
			Printed	Backflow Valve Inspection	0.00	

Ref#	GL Number	Gross	Discount	Amount
33449	001-4410-6389.000	202.86	0.00	202.86
33450	001-4410-6389.000	637.25	0.00	637.25
			Check Amount	840.11

50446	10/01/2019		5189	COMMUNITY DEVELOPMENT COMM	300.00	300.00
			Printed	CDBG Program Income	0.00	

Ref#	GL Number	Gross	Discount	Amount
33468	510-0000-4550.000	300.00	0.00	300.00
			Check Amount	300.00

50447	10/01/2019		6045	CONTRERAS GARDEN SUPPLY	346.00	346.00
			Printed	Equipment Repair	0.00	

Ref#	GL Number	Gross	Discount	Amount
33425	001-4410-6770.000	346.00	0.00	346.00
			Check Amount	346.00

50448	10/01/2019		10541	DE LA ROSA ROSA	360.00	360.00
			Printed	Cancelled Reservation	0.00	

Ref#	GL Number	Gross	Discount	Amount
33469	001-0000-4153.000	360.00	0.00	360.00
			Check Amount	360.00

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
50449	10/01/2019		8017	DEPARTMENT OF CONSERVATION	3,771.18	3,771.18
			Printed	SMIS Mapping Fee	0.00	

Ref#	GL Number	Gross	Discount	Amount
33448	001-0000-4180.000	3,771.18	0.00	3,771.18
			Check Amount	3,771.18

50450	10/01/2019		10496	FIX AND GO AUTO REPAIR	64.27	64.27
			Printed	Service Vehicle #6	0.00	

Ref#	GL Number	Gross	Discount	Amount
33427	201-4425-6394.000	64.27	0.00	64.27
			Check Amount	64.27

50451	10/01/2019		0126-1	GOLDEN STATE WATER COMPANY	2,650.70	2,650.70
			Printed	Water Service 5229 Cecilia	0.00	

Ref#	GL Number	Gross	Discount	Amount
33430	001-4020-6395.000	2,650.70	0.00	2,650.70
			Check Amount	2,650.70

50452	10/01/2019		10403	INTERNATIONAL COATINGS	1,459.63	1,459.63
			Printed	Line Pro 1401 Red WB	0.00	

Ref#	GL Number	Gross	Discount	Amount
33467	201-4425-6150.000	1,459.63	0.00	1,459.63
			Check Amount	1,459.63

50453	10/01/2019		0209	LOS ANGELES COUNTY ASSESSOR	6.96	6.96
			Printed	Maps	0.00	

Ref#	GL Number	Gross	Discount	Amount
33466	001-4215-6080.000	6.96	0.00	6.96
			Check Amount	6.96

50454	10/01/2019		10453	M COACH	836.74	836.74
			Printed	Community Trip	0.00	

Ref#	GL Number	Gross	Discount	Amount
33442	252-4770-6510.000	836.74	0.00	836.74
			Check Amount	836.74

50455	10/01/2019		10448	MACIAS GINI & O'CONNELL	3,450.00	3,450.00
			Printed	Cannabis Reg Implementation	0.00	

Ref#	GL Number	Gross	Discount	Amount
33458	001-4215-6760.000	3,450.00	0.00	3,450.00
			Check Amount	3,450.00

50456	10/01/2019		1338-1	METROPOLITAN TRANSPORTATION	3,787.00	3,787.00
			Printed	Metro 30 Day CV, Metro 30 Day	0.00	

Ref#	GL Number	Gross	Discount	Amount
33451	251-4760-6550.000	3,787.00	0.00	3,787.00
			Check Amount	3,787.00

50457	10/01/2019		1978-2	OFFICE DEPOT	91.50	91.50
			Printed	Office Supplies	0.00	

Ref#	GL Number	Gross	Discount	Amount

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	33438	001-4020-6014.000		45.29	0.00	45.29
	33438	001-4020-6080.000		36.99	0.00	36.99
	33447	001-4020-6080.000		9.22	0.00	9.22
					Check Amount	91.50
50458	10/01/2019		10436	ONTARIO REFRIGERATION	798.29	798.29
			Printed	AC Repair	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33426	001-4020-6950.000		798.29	0.00	798.29
					Check Amount	798.29
50459	10/01/2019		10483	PRESS-TELEGRAM	2,906.30	2,906.30
			Printed	Classified Adv/Notices	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33434	350-4430-6775.000		1,502.20	0.00	1,502.20
	33435	001-4008-6310.000		911.32	0.00	911.32
	33436	001-4008-6310.000		492.78	0.00	492.78
					Check Amount	2,906.30
50460	10/01/2019		0071-1	SO CAL GAS	192.53	192.53
			Printed	7810 Otis Ave	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33433	001-4020-6380.000		36.49	0.00	36.49
	33437	001-4020-6380.000		122.32	0.00	122.32
	33441	001-4020-6380.000		33.72	0.00	33.72
					Check Amount	192.53
50461	10/01/2019		0070	SOUTHERN CALIFORNIA EDISON	22,074.67	22,074.67
			Printed	Clara/Otis	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33439	350-4430-6318.000		8.12	0.00	8.12
	33439	201-4420-6318.000		370.96	0.00	370.96
	33439	001-4020-6318.000		8,805.76	0.00	8,805.76
	33440	350-4430-6318.000		6,951.88	0.00	6,951.88
	33440	201-4420-6318.000		40.85	0.00	40.85
	33440	001-4020-6318.000		5,355.43	0.00	5,355.43
	33443	201-4420-6318.000		362.79	0.00	362.79
	33443	001-4020-6318.000		76.14	0.00	76.14
	33445	201-4420-6318.000		102.74	0.00	102.74
					Check Amount	22,074.67
50462	10/01/2019		0079	TRACT 180 WATER COMPANY	10,479.98	10,479.98
			Printed	Water Service	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33446	001-4020-6395.000		9,828.96	0.00	9,828.96
	33446	001-4020-6395.000		198.22	0.00	198.22
	33446	201-4425-6395.000		72.80	0.00	72.80
	33446	001-4020-6395.000		380.00	0.00	380.00
					Check Amount	10,479.98
50463	10/01/2019		0078	TRACT 349 MUTUAL WATER CO	1,032.83	1,032.83
			Printed	Water Service	0.00	
	Ref#	GL Number		Gross	Discount	Amount

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	33444	201-4425-6395.000		87.80	0.00	87.80
	33444	201-4425-6395.000		172.59	0.00	172.59
	33444	201-4425-6395.000		24.09	0.00	24.09
	33444	201-4425-6395.000		416.35	0.00	416.35
	33444	201-4425-6395.000		332.00	0.00	332.00
					Check Amount	1,032.83
50464	10/01/2019		9991	TRANSTECH ENGINEERING, INC.	16,445.00	16,445.00
			Printed	11th Progress Inv HSIP-6	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33452	001-4350-6585.000		1,256.00	0.00	1,256.00
	33453	620-4920-6720.000		1,127.00	0.00	1,127.00
	33454	510-7116-6720.000		1,617.00	0.00	1,617.00
	33455	515-7085-6725.000		483.00	0.00	483.00
	33456	235-7105-6720.000		6,504.00	0.00	6,504.00
	33457	235-7087-6725.000		5,458.00	0.00	5,458.00
					Check Amount	16,445.00
50465	10/01/2019		9951	WILLDAN	28,203.50	28,203.50
			Printed	NPDES	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33459	001-4215-6760.000		1,356.00	0.00	1,356.00
	33460	001-4215-6720.000		8,370.00	0.00	8,370.00
	33461	001-4015-6720.000		1,330.00	0.00	1,330.00
	33462	001-4015-6720.000		9,205.00	0.00	9,205.00
	33463	001-4216-6745.000		3,045.00	0.00	3,045.00
	33464	001-4212-6720.000		4,600.00	0.00	4,600.00
	33465	001-4015-6720.000		297.50	0.00	297.50
					Check Amount	28,203.50
50466	10/08/2019		0057-2	AT & T PHONE SERVICE	244.14	244.14
			Printed	Land Linees	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33485	001-4020-6390.000		244.14	0.00	244.14
					Check Amount	244.14
50467	10/08/2019		10485	ENTERPRISE FM TRUST	3,856.35	3,856.35
			Printed	Toy High & Ford Fusi Leases	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33474	201-4425-6393.000		2,599.98	0.00	2,599.98
	33474	257-4780-6393.000		1,256.37	0.00	1,256.37
					Check Amount	3,856.35
50468	10/08/2019		0569	FEDERAL EXPRESS SERVICES	231.54	231.54
			Printed	Fed Ex Services	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33484	001-4020-6385.000		231.54	0.00	231.54
					Check Amount	231.54
50469	10/08/2019		10080	MAIL FINANCE	214.41	214.41
			Printed	Postage Machine Lease	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33475	001-4020-6385.000		214.41	0.00	214.41

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
				Check Amount	214.41	
50470	10/08/2019		10201-1	OLIVAREZ MADRUGA LEMIEUX	34,680.34	34,680.34
			Printed	Legal Services	0.00	

Ref#	GL Number	Gross	Discount	Amount
33476	620-4920-6755.000	2,600.00	0.00	2,600.00
33476	001-4930-6755.000	2,367.95	0.00	2,367.95
33476	001-4005-6755.000	3,453.50	0.00	3,453.50
33476	001-4005-6755.000	9,105.00	0.00	9,105.00
33477	001-4005-6755.000	158.50	0.00	158.50
33478	620-4920-6755.000	40.00	0.00	40.00
33479	001-4005-6760.000	32.50	0.00	32.50
33480	620-4920-6755.000	2,282.50	0.00	2,282.50
33480	001-4930-6755.000	906.75	0.00	906.75
33480	001-4005-6755.000	1,390.00	0.00	1,390.00
33480	001-4005-6755.000	10,575.64	0.00	10,575.64
33481	001-4005-6755.000	1,234.50	0.00	1,234.50
33482	001-4005-6755.000	253.50	0.00	253.50
33483	620-4920-6755.000	260.00	0.00	260.00
33483	001-4930-6755.000	20.00	0.00	20.00
			Check Amount	34,680.34

50471	10/08/2019		9951	WILLDAN	13,451.24	13,451.24
			Printed	Building & Safety Services	0.00	

Ref#	GL Number	Gross	Discount	Amount
33470	001-4015-6720.000	233.75	0.00	233.75
33471	001-4216-6745.000	6,300.00	0.00	6,300.00
33472	350-4430-6775.000	1,907.49	0.00	1,907.49
33473	001-4215-6720.000	5,010.00	0.00	5,010.00
			Check Amount	13,451.24

50473	10/15/2019		0001	AAA BURGLAR ALARM CO,	1,421.00	1,421.00
			Printed	Alarm Monitor Fees	0.00	

Ref#	GL Number	Gross	Discount	Amount
33496	001-4020-6720.000	138.00	0.00	138.00
33497	001-4020-6720.000	183.00	0.00	183.00
33498	001-4020-6720.000	168.00	0.00	168.00
33499	001-4020-6720.000	289.00	0.00	289.00
33500	001-4020-6720.000	226.00	0.00	226.00
33501	001-4020-6720.000	120.00	0.00	120.00
33502	001-4020-6720.000	120.00	0.00	120.00
33503	001-4020-6720.000	177.00	0.00	177.00
			Check Amount	1,421.00

50474	10/15/2019		1744	AREA E DISASTER MANAGEMENT BRD	2,460.00	2,460.00
			Printed	Membership	0.00	

Ref#	GL Number	Gross	Discount	Amount
33494	001-4020-6312.000	2,460.00	0.00	2,460.00
			Check Amount	2,460.00

50475	10/15/2019		9966	AT & T LONG DISTANCE SERVICE	50.24	50.24
			Printed	Long Distance Serv	0.00	

Ref#	GL Number	Gross	Discount	Amount
33531	001-4020-6390.000	50.24	0.00	50.24

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
				Check Amount	50.24	
50476	10/15/2019		0057-2	AT & T PHONE SERVICE	2,358.32	2,358.32
			Printed	9 Land Lines	0.00	

Ref#	GL Number	Gross	Discount	Amount
33532	001-4020-6390.000	2,358.32	0.00	2,358.32

				Check Amount	2,358.32	
50477	10/15/2019		10499	BOXING 4 KIDS LA	982.50	982.50
			Printed	Sept 2019 Boxing Instructor	0.00	

Ref#	GL Number	Gross	Discount	Amount
33510	001-4350-6210.000	982.50	0.00	982.50

				Check Amount	982.50	
50478	10/15/2019		10413	CALIFORNIA CONTRACT CITIES	3,400.00	3,400.00
			Printed	Membership FY 19/20	0.00	

Ref#	GL Number	Gross	Discount	Amount
33512	001-4001-6312.000	3,400.00	0.00	3,400.00

				Check Amount	3,400.00	
50479	10/15/2019		10502	CINDY'S JUMPERS, LLC	2,004.36	2,004.36
			Printed	Jumpers, Booths, Games	0.00	

Ref#	GL Number	Gross	Discount	Amount
33514	001-4350-6585.000	2,004.36	0.00	2,004.36

				Check Amount	2,004.36	
50480	10/15/2019		0186	COUNTY OF LOS ANGELES	10,194.17	10,194.17
			Printed	Housing Costs	0.00	

Ref#	GL Number	Gross	Discount	Amount
33507	001-4510-6703.000	10,194.17	0.00	10,194.17

				Check Amount	10,194.17	
50481	10/15/2019		5741	DEPARTMENT OF JUSTICE	49.00	49.00
			Printed	Finger Print Apps	0.00	

Ref#	GL Number	Gross	Discount	Amount
33538	001-4015-6320.000	49.00	0.00	49.00

				Check Amount	49.00	
50482	10/15/2019		0569	FEDERAL EXPRESS SERVICES	85.03	85.03
			Printed	Express Mail Charges	0.00	

Ref#	GL Number	Gross	Discount	Amount
33529	001-4020-6385.000	55.08	0.00	55.08
33530	001-4020-6385.000	29.95	0.00	29.95

				Check Amount	85.03	
50483	10/15/2019		6087	FIRST AMERICAN DATA TREE	594.00	594.00
			Printed	August 2019	0.00	

Ref#	GL Number	Gross	Discount	Amount
33553	001-4215-6080.000	99.00	0.00	99.00
33554	001-4215-6080.000	99.00	0.00	99.00
33555	001-4215-6080.000	99.00	0.00	99.00
33556	001-4215-6080.000	99.00	0.00	99.00

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	33557	001-4215-6080.000		99.00	0.00	99.00
	33558	001-4215-6080.000		99.00	0.00	99.00
					Check Amount	594.00
50484	10/15/2019		5532	FLAGTIME U.S.A.	896.00	896.00
			Printed	USA and California Flags	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33505	001-4020-6080.000		896.00	0.00	896.00
					Check Amount	896.00
50485	10/15/2019		0126-1	GOLDEN STATE WATER COMPANY	3,070.76	3,070.76
			Printed	5229 Cecilia St	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33506	001-4020-6395.000		3,070.76	0.00	3,070.76
					Check Amount	3,070.76
50486	10/15/2019		10053	HAULAWAY STORAGE CONTAINERS	74.20	74.20
			Printed	21Ft Storage Container Rental	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33495	001-4020-6970.000		74.20	0.00	74.20
					Check Amount	74.20
50487	10/15/2019		2724	HOME DEPOT CREDIT SERVICES	837.60	837.60
			Printed	Hardware and Supplies	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33493	001-4020-6010.000		22.26	0.00	22.26
	33493	001-4410-6389.000		238.84	0.00	238.84
	33493	201-4425-6150.000		576.50	0.00	576.50
					Check Amount	837.60
50488	10/15/2019		10403	INTERNATIONAL COATINGS	1,459.63	1,459.63
			Printed	Traffic Paint	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33550	201-4425-6770.000		1,459.63	0.00	1,459.63
					Check Amount	1,459.63
50489	10/15/2019		9723	IT SYSTEM HOUSE, LLC	12,800.00	12,800.00
			Printed	IT Services	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33524	001-4020-6720.000		3,200.00	0.00	3,200.00
	33525	001-4020-6720.000		3,200.00	0.00	3,200.00
	33526	001-4020-6720.000		3,200.00	0.00	3,200.00
	33527	001-4020-6720.000		3,200.00	0.00	3,200.00
					Check Amount	12,800.00
50490	10/15/2019		10542	MV CHENG & ASSOCIATES INC.	4,935.00	4,935.00
			Printed	Acct Consulting Services	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33513	001-4155-6720.000		4,935.00	0.00	4,935.00
					Check Amount	4,935.00
50491	10/15/2019		10081-1	NEOFUNDS	460.73	460.73
			Printed	Postage Sept 2019	0.00	

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount

Ref#	GL Number	Gross	Discount	Amount
33504	001-4020-6385.000	409.00	0.00	409.00
33549	001-4020-6385.000	51.73	0.00	51.73
			Check Amount	460.73

50492	10/15/2019		1978-2	OFFICE DEPOT	310.44	310.44
			Printed	Office Supplies	0.00	

Ref#	GL Number	Gross	Discount	Amount
33539	001-4020-6014.000	13.20	0.00	13.20
33540	001-4020-6014.000	38.58	0.00	38.58
33541	001-4020-6014.000	34.06	0.00	34.06
33542	001-4020-6080.000	83.85	0.00	83.85
33542	001-4020-6014.000	2.92	0.00	2.92
33543	001-4020-6080.000	62.32	0.00	62.32
33544	001-4020-6080.000	25.29	0.00	25.29
33545	001-4020-6014.000	50.22	0.00	50.22
			Check Amount	310.44

50493	10/15/2019		0095	PETTY CASH	491.83	491.83
			Printed	Petty Cash Reimbursement	0.00	

Ref#	GL Number	Gross	Discount	Amount
33528	201-4425-6387.000	21.36	0.00	21.36
33528	201-4425-6392.000	3.00	0.00	3.00
33528	201-4425-6150.000	141.36	0.00	141.36
33528	001-4930-6724.000	30.81	0.00	30.81
33528	001-4530-6394.000	14.00	0.00	14.00
33528	001-4410-6389.000	15.95	0.00	15.95
33528	001-4410-6140.000	38.59	0.00	38.59
33528	001-4410-6040.000	12.69	0.00	12.69
33528	001-4230-6394.000	28.36	0.00	28.36
33528	001-4020-6370.000	113.03	0.00	113.03
33528	001-4020-6080.000	72.68	0.00	72.68
			Check Amount	491.83

50494	10/15/2019		5949	QUINN COMPANY	7,287.60	7,287.60
			Printed	Maint Engine, Generator,	0.00	

Ref#	GL Number	Gross	Discount	Amount
33551	001-4020-6370.000	7,287.60	0.00	7,287.60
			Check Amount	7,287.60

50495	10/15/2019		10498	R3 CONSULTING GROUP	4,152.50	4,152.50
			Printed	Negotiations Assistance	0.00	

Ref#	GL Number	Gross	Discount	Amount
33546	001-4151-6720.000	3,010.00	0.00	3,010.00
33547	001-4151-6720.000	1,142.50	0.00	1,142.50
			Check Amount	4,152.50

50496	10/15/2019		2802	SAM'S CLUB	653.04	653.04
			Printed	Movie Nights Movies	0.00	

Ref#	GL Number	Gross	Discount	Amount
33523	001-4350-6585.000	653.04	0.00	653.04
			Check Amount	653.04

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
50497	10/15/2019		0069-2	SIEMENS INDUSTRY, INC.	1,739.53	1,739.53
			Printed	Traffice Signal Call Outs	0.00	

Ref#	GL Number	Gross	Discount	Amount
33489	350-4430-6775.000	783.25	0.00	783.25
33490	201-4420-6771.000	729.68	0.00	729.68
33491	201-4420-6771.000	226.60	0.00	226.60
			Check Amount	1,739.53

50498	10/15/2019		2378-2	SOUTH CITY GAS	3,094.27	3,094.27
			Printed	Fuel City Vehicles	0.00	

Ref#	GL Number	Gross	Discount	Amount
33515	201-4425-6040.000	349.90	0.00	349.90
33515	001-4530-6040.000	28.38	0.00	28.38
33516	201-4425-6040.000	190.16	0.00	190.16
33516	001-4530-6040.000	39.56	0.00	39.56
33516	001-4410-6040.000	144.65	0.00	144.65
33517	201-4425-6040.000	328.79	0.00	328.79
33517	001-4530-6040.000	32.20	0.00	32.20
33517	001-4410-6040.000	115.81	0.00	115.81
33518	201-4425-6040.000	284.57	0.00	284.57
33519	201-4425-6040.000	213.66	0.00	213.66
33520	201-4425-6040.000	366.87	0.00	366.87
33520	001-4410-6040.000	125.18	0.00	125.18
33521	201-4425-6040.000	397.71	0.00	397.71
33521	001-4530-6040.000	37.51	0.00	37.51
33522	201-4425-6040.000	267.99	0.00	267.99
33522	001-4530-6040.000	52.00	0.00	52.00
33522	001-4410-6040.000	119.33	0.00	119.33
			Check Amount	3,094.27

50499	10/15/2019		10497	SOUTHEAST RIO VISTA YMCA	9,400.00	9,400.00
			Printed	Youth Sports Program	0.00	

Ref#	GL Number	Gross	Discount	Amount
33548	001-4350-6720.000	9,400.00	0.00	9,400.00
			Check Amount	9,400.00

50500	10/15/2019		0070	SOUTHERN CALIFORNIA EDISON	20,760.81	20,760.81
			Printed	Street Poles	0.00	

Ref#	GL Number	Gross	Discount	Amount
33533	001-4020-6318.000	64.28	0.00	64.28
33533	350-4430-6318.000	8.12	0.00	8.12
33533	201-4420-6318.000	367.13	0.00	367.13
33533	001-4020-6318.000	8,334.38	0.00	8,334.38
33534	001-4020-6318.000	116.86	0.00	116.86
33534	350-4430-6318.000	6,951.88	0.00	6,951.88
33534	201-4420-6318.000	39.11	0.00	39.11
33534	001-4020-6318.000	4,859.13	0.00	4,859.13
33535	001-4020-6318.000	0.19	0.00	0.19
33535	201-4420-6318.000	6.57	0.00	6.57
33536	001-4020-6318.000	0.05	0.00	0.05
33536	201-4420-6318.000	6.57	0.00	6.57
33537	201-4420-6318.000	6.54	0.00	6.54
			Check Amount	20,760.81

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
50501	10/15/2019		10445	THE SAUCE CREATIVE SERVICES	687.41	687.41
			Printed	Embroidery	0.00	

Ref#	GL Number	Gross	Discount	Amount
33559	201-4425-6150.000	368.19	0.00	368.19
33559	001-4410-6250.000	319.22	0.00	319.22
			Check Amount	687.41

50502	10/15/2019		7015	THE UPS STORE #5461	173.00	173.00
			Printed	Livescan Service	0.00	

Ref#	GL Number	Gross	Discount	Amount
33508	001-4015-6320.000	74.00	0.00	74.00
33509	001-4015-6320.000	99.00	0.00	99.00
			Check Amount	173.00

50503	10/15/2019		10543	TOWN HALL STREAMS LLC	2,700.00	2,700.00
			Printed	10/1/19-6/30/20 Monthly	0.00	

Ref#	GL Number	Gross	Discount	Amount
33560	001-4015-6080.000	2,700.00	0.00	2,700.00
			Check Amount	2,700.00

50504	10/15/2019		9991	TRANSTECH ENGINEERING, INC.	25,819.25	25,819.25
			Printed	Plan Check Review Services	0.00	

Ref#	GL Number	Gross	Discount	Amount
33486	235-7087-6725.000	3,511.25	0.00	3,511.25
33487	251-7084-6725.000	4,803.50	0.00	4,803.50
33487	251-7027-6725.000	4,803.50	0.00	4,803.50
33487	253-7115-6725.000	4,803.50	0.00	4,803.50
33487	253-7102-6725.000	4,803.50	0.00	4,803.50
33488	235-7105-6720.000	2,044.00	0.00	2,044.00
33492	001-4212-6720.000	1,050.00	0.00	1,050.00
			Check Amount	25,819.25

50505	10/15/2019		10458	URENA NORMA	189.37	189.37
			Printed	Zumba Instructor Sept 2019	0.00	

Ref#	GL Number	Gross	Discount	Amount
33511	001-4350-6210.000	189.37	0.00	189.37
			Check Amount	189.37

50506	10/15/2019		5631	WELLS LOCK & KEY	12.00	12.00
			Printed	Keys	0.00	

Ref#	GL Number	Gross	Discount	Amount
33552	001-4025-6010.000	12.00	0.00	12.00
			Check Amount	12.00

50507	10/15/2019		8021-1	AT & T MOBILITY	187.47	187.47
			Printed	Cell Phones	0.00	

Ref#	GL Number	Gross	Discount	Amount
33569	001-4020-6390.000	187.47	0.00	187.47
			Check Amount	187.47

50508	10/15/2019		0136	CITY OF SOUTH GATE	75.00	75.00
			Printed	Public Works Maint Contract	0.00	

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	Ref#	GL Number		Gross	Discount	Amount
	33562	201-4420-6771.000		75.00	0.00	75.00
					Check Amount	75.00
50509	10/15/2019		0197	LA COUNTY SHERIFF'S DEPARTMENT	14,822.56	14,822.56
			Printed	Law Enforcement 7/3/19 Specl	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33567	270-4501-6763.000		14,822.56	0.00	14,822.56
					Check Amount	14,822.56
50510	10/15/2019		7014	NATIONWIDE ENVIRONMENTAL	8,208.00	8,208.00
			Printed	Street/Park Sweeping Serv	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33563	201-4425-6778.000		8,208.00	0.00	8,208.00
					Check Amount	8,208.00
50511	10/15/2019		9675	PALOS VERDES PENINSULA	449,000.00	449,000.00
			Printed	Prop A Fund Exchange	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33561	252-4720-6756.000		449,000.00	0.00	449,000.00
					Check Amount	449,000.00
50512	10/15/2019		9737	REGIONAL TAP SERVICE CENTER	20.00	20.00
			Printed	Sept 2019	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33566	251-4760-6550.000		20.00	0.00	20.00
					Check Amount	20.00
50513	10/15/2019		0070	SOUTHERN CALIFORNIA EDISON	436.92	436.92
			Printed	Various Locations	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33570	001-4020-6318.000		75.86	0.00	75.86
	33570	201-4420-6318.000		361.06	0.00	361.06
					Check Amount	436.92
50514	10/15/2019		9995	THE BANK OF NEW YORK MELLON	2,080.00	2,080.00
			Printed	Successor Agency	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33568	610-4930-6820.000		2,080.00	0.00	2,080.00
					Check Amount	2,080.00
50515	10/15/2019		2859	UNDERGROUND SERVICE ALERT-SC	52.06	52.06
			Printed	New Ticket Charge	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33564	201-4425-6735.000		18.96	0.00	18.96
	33565	201-4425-6735.000		33.10	0.00	33.10
					Check Amount	52.06
50516	10/23/2019		10133	AVANT-GARDE, INC.	3,407.50	3,407.50
			Printed	Funding Compliance Services	0.00	
	Ref#	GL Number		Gross	Discount	Amount

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	33574	510-7116-6720.000		450.00	0.00	450.00
	33574	510-4620-6720.000		438.75	0.00	438.75
	33574	001-4210-6720.000		2,518.75	0.00	2,518.75
					Check Amount	3,407.50
50517	10/23/2019		10517	DELL FINANCIAL SERVICES LLC	1,176.68	1,176.68
			Printed	Computer Leases	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33575	001-4020-6910.000		625.18	0.00	625.18
	33576	001-4020-6910.000		551.50	0.00	551.50
					Check Amount	1,176.68
50518	10/23/2019		10475	HUMAN SERVICES ASSOCIATION	3,990.80	3,990.80
			Printed	Care Management Services	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33577	510-4644-6720.000		3,990.80	0.00	3,990.80
					Check Amount	3,990.80
50519	10/23/2019		10544	JEFFREY NGO FILM	500.00	500.00
			Printed	Event Shooting for 5K	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33579	001-4350-6585.000		500.00	0.00	500.00
					Check Amount	500.00
50520	10/23/2019		5411	LIEBERT CASSIDY WHITMORE	4,104.00	4,104.00
			Printed	Professional Legal Services	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33573	001-4015-6720.000		4,104.00	0.00	4,104.00
					Check Amount	4,104.00
50521	10/23/2019		9737	REGIONAL TAP SERVICE CENTER	60.00	60.00
			Printed	June 2019	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33578	251-4760-6550.000		60.00	0.00	60.00
					Check Amount	60.00
50522	10/23/2019		9991	TRANSTECH ENGINEERING, INC.	39,015.00	39,015.00
			Printed	1st Progress Inv	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33571	253-7115-6725.000		9,407.50	0.00	9,407.50
	33571	253-7102-6725.000		9,407.50	0.00	9,407.50
	33572	253-7115-6725.000		10,100.00	0.00	10,100.00
	33572	253-7102-6725.000		10,100.00	0.00	10,100.00
					Check Amount	39,015.00
50523	10/30/2019		2891	A T & T	92.82	92.82
			Printed	Long Distance Service	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33580	001-4020-6390.000		42.33	0.00	42.33
	33581	001-4020-6390.000		50.49	0.00	50.49
					Check Amount	92.82

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
50524	10/30/2019		7995	AMERICAN CITY PEST & TERMITE	430.50	430.50
			Printed	Pest Control Sept 2019	0.00	

Ref#	GL Number	Gross	Discount	Amount
33608	001-4020-6720.000	113.50	0.00	113.50
33609	001-4020-6720.000	131.50	0.00	131.50
33610	001-4020-6720.000	185.50	0.00	185.50
			Check Amount	430.50

50525	10/30/2019		0057-2	AT & T PHONE SERVICE	485.30	485.30
			Printed	Land Line 323 771 3379	0.00	

Ref#	GL Number	Gross	Discount	Amount
33582	001-4020-6390.000	485.30	0.00	485.30
			Check Amount	485.30

50526	10/30/2019		7019	BUSINESS CARD	6,973.09	6,973.09
			Printed	Credit Card Ending 0249	0.00	

Ref#	GL Number	Gross	Discount	Amount
33624	001-4008-6080.000	14.99	0.00	14.99
33624	001-4008-6391.000	479.96	0.00	479.96
33624	001-4350-6585.000	1,003.84	0.00	1,003.84
33624	201-4425-6770.000	853.51	0.00	853.51
33624	001-4020-6396.000	314.94	0.00	314.94
33624	001-4530-6080.000	114.75	0.00	114.75
33624	001-4350-6580.000	75.96	0.00	75.96
33624	001-4011-6391.000	1,050.00	0.00	1,050.00
33624	001-4020-6910.000	2,752.76	0.00	2,752.76
33624	001-4020-6515.000	105.22	0.00	105.22
33624	001-4020-6080.000	257.11	0.00	257.11
33624	001-4020-6390.000	-49.95	0.00	-49.95
			Check Amount	6,973.09

50527	10/30/2019		4546	CENTRAL BASIN MUNICIPAL WATER	1,085.22	1,085.22
			Printed	Recycle Water Service	0.00	

Ref#	GL Number	Gross	Discount	Amount
33616	001-4020-6395.000	632.32	0.00	632.32
33621	001-4020-6395.000	452.90	0.00	452.90
			Check Amount	1,085.22

50528	10/30/2019		2289	CONSOLIDATED DISPOSAL	4,491.57	4,491.57
			Printed	Refuse Assessment	0.00	

Ref#	GL Number	Gross	Discount	Amount
33603	001-4930-6724.000	252.36	0.00	252.36
33603	730-0000-2007.000	4,239.21	0.00	4,239.21
			Check Amount	4,491.57

50529	10/30/2019		10539	EDGESOFT, INC.	13,890.00	13,890.00
			Printed	Phase 1 Core,Building,	0.00	

Ref#	GL Number	Gross	Discount	Amount
33607	001-4530-6715.000	13,890.00	0.00	13,890.00
			Check Amount	13,890.00

50530	10/30/2019		10179	EMPIRE CLEANING SUPPLY	1,569.25	1,569.25
			Printed	Janitorial Supplies	0.00	

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	Ref#	GL Number		Gross	Discount	Amount
	33588	001-4020-6080.000		1,569.25	0.00	1,569.25
					Check Amount	1,569.25
50531	10/30/2019		10018	ESTRADA HILDA	8,800.00	8,800.00
			Printed	Interpreter/Translation/	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33622	001-4020-6720.000		8,800.00	0.00	8,800.00
					Check Amount	8,800.00
50532	10/30/2019		6086	EWING	268.17	268.17
			Printed	Parts/Equipment Repair City	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33591	001-4410-6389.000		268.17	0.00	268.17
					Check Amount	268.17
50533	10/30/2019		0569	FEDERAL EXPRESS SERVICES	467.22	467.22
			Printed	Express Mail Service	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33584	001-4020-6385.000		50.09	0.00	50.09
	33585	001-4020-6385.000		417.13	0.00	417.13
					Check Amount	467.22
50534	10/30/2019		8203	GARVEY EQUIPMENT COMPANY	655.80	655.80
			Printed	String Mower	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33613	201-4425-6150.000		76.54	0.00	76.54
	33614	201-4425-6150.000		579.26	0.00	579.26
					Check Amount	655.80
50535	10/30/2019		10501	GOVERNMENT TAX SEMINAR, LLC	430.00	430.00
			Printed	12/4/2019 Tax Seminar	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33601	001-4151-6392.000		430.00	0.00	430.00
					Check Amount	430.00
50536	10/30/2019		10053	HAULAWAY STORAGE CONTAINERS	74.20	74.20
			Printed	21 Ft Storage Container	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33615	001-4020-6970.000		74.20	0.00	74.20
					Check Amount	74.20
50537	10/30/2019		2139	HINDERLITER DELLAMAS & ASST	1,316.51	1,316.51
			Printed	Contract Services Sales Tx 3Q	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33600	001-4151-6720.000		1,316.51	0.00	1,316.51
					Check Amount	1,316.51
50538	10/30/2019		10545	ISG LAS BRISAS LP	3,000.00	3,000.00
			Printed	Refund Overpayment	0.00	
	Ref#	GL Number		Gross	Discount	Amount

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	33623	001-0000-4151.000		3,000.00	0.00 3,000.00	
					Check Amount 3,000.00	
50539	10/30/2019		8057	KONICA MINOLTA BUSINESS	258.52	258.52
			Printed	BIZHUB 552 Copier Lease	0.00	

Ref#	GL Number	Gross	Discount	Amount
33586	001-4020-6014.000	258.52	0.00	258.52
			Check Amount	258.52

50540	10/30/2019		0197	LA COUNTY SHERIFF'S DEPARTMENT	5,218.42	5,218.42
			Printed	Property Maintenance	0.00	

Ref#	GL Number	Gross	Discount	Amount
33602	270-4501-6763.000	5,218.42	0.00	5,218.42
			Check Amount	5,218.42

50541	10/30/2019		1338-1	METROPOLITAN TRANSPORTATION	3,411.00	3,411.00
			Printed	Metro 30 Day CV Metro 30 ST	0.00	

Ref#	GL Number	Gross	Discount	Amount
33618	251-4760-6550.000	3,411.00	0.00	3,411.00
			Check Amount	3,411.00

50542	10/30/2019		10436	ONTARIO REFRIGERATION	2,145.00	2,145.00
			Printed	Maintenance Service Program	0.00	

Ref#	GL Number	Gross	Discount	Amount
33593	001-4020-6950.000	1,099.00	0.00	1,099.00
33594	001-4020-6950.000	664.00	0.00	664.00
33619	001-4020-6950.000	382.00	0.00	382.00
			Check Amount	2,145.00

50543	10/30/2019		9717	PCAM, LLC	14,081.58	14,081.58
			Printed	Monthly Shuttle	0.00	

Ref#	GL Number	Gross	Discount	Amount
33595	251-4740-6780.000	14,081.58	0.00	14,081.58
			Check Amount	14,081.58

50544	10/30/2019		5949	QUINN COMPANY	389.50	389.50
			Printed	Semi Annual Inspection	0.00	

Ref#	GL Number	Gross	Discount	Amount
33587	001-4020-6370.000	389.50	0.00	389.50
			Check Amount	389.50

50545	10/30/2019		10430	RIGHT OF WAY, INC.	985.50	985.50
			Printed	Overhead Sign	0.00	

Ref#	GL Number	Gross	Discount	Amount
33590	201-4425-6387.000	985.50	0.00	985.50
			Check Amount	985.50

50546	10/30/2019		2802	SAM'S CLUB	864.81	864.81
			Printed	Halloween Event CC Meetings	0.00	

Ref#	GL Number	Gross	Discount	Amount
33604	001-4350-6580.000	61.23	0.00	61.23
33604	001-4350-6585.000	662.15	0.00	662.15

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	33604	001-4015-6322.000		114.06	0.00	114.06
	33604	001-4020-6080.000		27.37	0.00	27.37
					Check Amount	864.81
50547	10/30/2019		8394	SANDLER BROTHERS	175.39	175.39
			Printed	Janitorial Supplies	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33592	001-4020-6370.000		175.39	0.00	175.39
					Check Amount	175.39
50548	10/30/2019		0071-1	SO CAL GAS	64.25	64.25
			Printed	5220 Santa Ana Street	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33583	001-4020-6380.000		26.79	0.00	26.79
	33605	001-4020-6380.000		37.46	0.00	37.46
					Check Amount	64.25
50549	10/30/2019		5737	SOUTH COAST A.Q.M.D.	557.42	557.42
			Printed	I C E EM ELEC GEN DIESEL	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33589	001-4410-6770.000		136.40	0.00	136.40
	33617	001-4410-6770.000		421.02	0.00	421.02
					Check Amount	557.42
50550	10/30/2019		9676	SWIFT FIRE PROTECTION	406.75	406.75
			Printed	Yearly Service	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33620	001-4020-6370.000		406.75	0.00	406.75
					Check Amount	406.75
50551	10/30/2019		8363	TIME WARNER CABLE	104.98	104.98
			Printed	Internet Services	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33606	001-4020-6396.000		104.98	0.00	104.98
					Check Amount	104.98
50552	10/30/2019		2859	UNDERGROUND SERVICE ALERT-SC	47.11	47.11
			Printed	CA State Regulatory Cost	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33611	201-4425-6735.000		28.15	0.00	28.15
	33612	201-4425-6735.000		18.96	0.00	18.96
					Check Amount	47.11
50553	10/30/2019		9951	WILLDAN	17,260.00	17,260.00
			Printed	Interim H R Manager	0.00	
	Ref#	GL Number		Gross	Discount	Amount
	33597	001-4215-6720.000		9,050.00	0.00	9,050.00
	33598	001-4215-6762.000		1,350.00	0.00	1,350.00
	33599	001-4015-6720.000		6,860.00	0.00	6,860.00
					Check Amount	17,260.00

Total Checks: 112 **Bank Total(excluding void checks): 897,786.07**

Check Number	Check Date / Void/Stop Date	Reconcile Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
			Total Checks:	**112**	**Grand Total(excluding void checks):**	**897,786.07**

CITY OF CUDAHY

Payroll Warrants including payroll taxes and insurance premiums:

	October 10, 2019	October 24, 2019
Issued Warrants Number	25289-25336	25337-25383
Voided Warrants	25336	None
Issued Warrants Amount	$ 2,066.47	$ 5,264.19
Direct Deposits (a)(e)	48,773.56	46,974.48
CalPERS Direct Deposit (b)	29,483.01	-
CalPERS Direct Deposit (c)(f)	29,216.43	7,283.51
Payroll taxes (d)	17,410.44	7,379.72
CalPERS reporting (e)	-	-
Total Amount	$ 126,949.91	$ 66,901.90
Note (a) - Employees / Council Members / Commissioners		
Note (b) - Payments for CalPERS medical insurance		
Note (c) - Payments for CalPERS retirement contributions		
Note (d) - Federal and State payroll taxes		
Note (e) - GASB 68 Report from PERS		
Note (f) - Check 25106-25149 issued in August 2019		

CITY OF CUDAHY

Cash and Investment Report by Fund October 2019

		July 1, 2019	Inflow YTD	Outflow YTD	October 30, 2019	Receipts October 2019	Disbursements October 2019
001	General Fund	2,895,777.84	1,978,012.29	3,597,135.27	1,276,654.86	543,373.98	417,913.40
040	Drug Assets Seizure Fund - State	-	-	-	-	-	-
201	State Gas Tax	631,966.22	384,462.15	257,702.96	758,725.41	159,865.09	58,148.46
205	ARRA-JAG	-	-	-	-	-	-
210	ISTEA	-	-	-	-	-	-
221	County ATC Gas Tax Fund	-	-	-	-	-	-
230	Traffic Congestion Fund	-	-	-	-	-	-
235	Other Grants	(162,526.63)	140,280.30	103,358.25	(125,604.58)	137,979.90	17,517.25
240	Prop 1 B - Local Street Improv.	84,079.95	774.45	1.08	84,853.32	412.38	1.08
242	Prop 42	-	-	-	-	-	-
251	Prop C	443,401.66	156,565.09	165,622.51	434,344.24	41,764.88	35,676.85
252	Prop A	702,029.88	203,960.80	491,614.87	414,375.81	48,647.74	453,075.14
253	Measure R	1,359,519.99	123,318.00	60,189.59	1,422,648.40	35,055.97	53,031.96
254	Measure M	609,897.73	123,789.49	8.59	733,678.63	34,765.20	8.59
255	TDA	-	-	-	-	-	-
257	AQMD	75,845.82	8,880.99	5,006.46	79,720.35	373.13	1,257.35
260	Used Oil	1.43	0.02	-	1.45	0.02	-
261	California Beverage Container	6,473.27	59.63	0.08	6,532.82	31.75	0.08
265	Recycling Grant	14,755.67	135.91	0.19	14,891.39	72.37	0.19
270	C.O.P.S	80,409.13	76,715.71	54,672.06	102,452.78	20,380.02	20,041.86
275	CLEEP	-	-	-	-	-	-
282	State Park Clara Grant Phase 3	-	-	-	-	-	-
280	County Park Bond	27,073.98	294.13	0.47	27,367.64	177.54	0.47
300	CAL Home	99,857.20	5,924.66	1.30	105,780.56	2,494.65	1.30
350	Street Lighting Fund	(38,072.01)	2,006.64	32,677.26	(68,742.63)	-	18,112.94
390	Quimby Act Fund	64,976.64	598.49	0.84	65,574.29	318.69	0.84
510	CDBG	(82,014.14)	127,931.44	60,223.43	(14,306.13)	-	11,103.65
520	JAG 09/ARRA JAG	-	-	-	-	-	-
540	FEMA	-	-	-	-	-	-
515	Federal STPL	803,956.50	7,394.93	2,848.31	808,503.12	3,932.90	493.31
610	Successor Agencies	5,584,480.82	53,400.00	1,607,138.81	4,030,742.01	9,800.00	3,530.00
710	Youth Foundation	12,813.18	13,618.07	5,105.71	21,325.54	103.07	0.27
720	Senior's Account	-	-	-	-	-	-
730	Refuse Assessment	-	5,148.33	8,478.42	(3,330.09)	-	4,239.21
		13,214,704.13	3,413,271.52	6,451,786.46	10,176,189.19	1,039,549.28	1,094,154.20
						-	-
	LAIF- CITY	5,984,107.03	64,477.68	1,000,000.00	5,048,584.71	34,239.30	-
	Wells Fargo	7,230,597.10	4,348,602.78	6,451,595.40	5,127,604.48	1,005,309.98	1,094,154.20
	TOTAL	13,214,704.13	4,413,080.46	7,451,595.40	10,176,189.19	1,039,549.28	1,094,154.20

Total cash disbursements per June and Payroll Reports		
AP disbursements		897,786.07
Payroll - October 10, 2019		126,949.91
Payroll - October 24, 2019		66,901.90
	Sub-Total	1,091,637.88
Add: Total Bank charges in October 2019		570.92
Add: Credit card charge - Food Distribution		1,945.40
Total Cash Disbursements per October Cash & Investment Report		1,094,154.20

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City of Cudahy
Summary of Cash Receipt/Disbursement by Month - FY 2019-20

Date	All Funds	
	Cash Receipts	Disbursement
July 2019	$ 941,452.89	1,457,035.28 (a)
August 2019	853,284.53	1,163,911.34 (b)
September 2019	630,557.64	2,788,258.46 (c)
October 2019	1,039,549.28 (d)	1,094,154.20 (d)
November 2019		
December 2019		
January 2020		
February 2020		
March 2020		
April 2020		
May 2020		
June 2020		
Total:	$ 3,464,844.34	6,503,359.28

Note (a) - City liab. and workers comp insurance, and PERS unfunded pension liab.
Note (b) - Design cost for Atlantic Blvd and 2 sheriff payments
Note (c) - Successor Agency Debt Service Payment
Note (d) - Prop A exchange

Date	General Fund	
	Cash Receipts	Disbursement
July 2019	$ 1,866,520.76	2,435,791.50 (1)
August 2019	523,008.55	944,706.98 (2)
September 2019	344,846.17	1,093,211.56 (3)
October 2019	543,373.98	417,913.40
November 2019		
December 2019		
January 2020		
February 2020		
March 2020		
April 2020		
May 2020		
June 2020		
Total:	$ 3,277,749.46	4,891,623.44
Average Per Month:	819,437.37	1,222,905.86

Note (1) - City liab. & workers comp insurance, and PERS unfunded pension liab.,
Note (2) - 2 sheriff payments
Note (3) - Virtual City Hall Software first installment

City of Cudahy
Summary of Cash Receipt/Disbursement by Month - FY 2018-19

Date	All Funds			
	Cash Receipts		Disbursement	
July 2018	691,772.52		923,546.53	
August 2018	600,224.95		1,355,964.47	(a)
September 2018	671,668.80		3,057,462.54	(b)
October 2018	810,382.01		645,124.72	
November 2018	522,560.70		1,549,730.19	(c)
December 2018	1,121,529.12	(d)	424,080.59	
January 2019	3,785,470.66	(e)	1,208,844.24	(f)
February 2019	674,683.44		724,770.19	
March 2019	687,121.16		1,074,540.91	(g)
April 2019	1,256,634.02	(h)	902,870.53	
May 2019	3,908,451.88	(i)	895,863.14	
June 2019	1,449,768.63		991,353.76	(j)
Total:	16,180,267.89		13,754,151.81	

Note (a) - City liab. and workers comp insurance, general plan update, and PERS unfunded pension liab.
Note (b) - Debt service payment and 2 sheriff payments
Note (c) - Prop A exchange and 2 sheriff payments
Note (d) - Prop A exchange and refuse assessment
Note (e) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu
Note (f) - 2 sheriff payments, refuse collection, and Maywood police dept furniture
Note (g) - Debt service payment
Note (h) - Cannabis fees, annual franchise fees, and refuse collection
Note (i) - Bi-annual motor-vehicle-in-lieu and ROPS bond payoff
Note (j) - Refuse collection, PARS - OPEB and Retirement Trust

Date	General Fund			
	Cash Receipts		Disbursement	
July 2018	458,761.50		736,296.50	
August 2018	303,501.54		1,186,595.26	(1)
September 2018	336,600.23		954,388.46	(2)
October 2018	403,268.29		480,417.07	
November 2018	274,143.29		871,293.61	(3)
December 2018	686,428.02		305,478.17	
January 2019	1,894,263.76	(4)	871,964.95	(5)
February 2019	389,638.59		298,175.33	
March 2019	414,938.14		603,339.22	
April 2019	790,947.57	(6)	784,443.47	
May 2019	1,718,423.49	(7)	530,576.27	
June 2019	430,702.05		747,904.92	(8)
Total:	8,101,616.47		8,370,873.23	
Average Per Month:	736,510.59		760,988.48	

Note (1) - City liab. & workers comp insurance, PERS unfunded pension liab., and general plan update
Note (2) - 2 sheriff payments
Note (3) - 2 sheriff payments
Note (4) - Bi-annual motor-vehicle-in-lieu
Note (5) - 2 sheriff payments and Maywood police dept furniture
Note (6) - Cannabis and annual franchise fees
Note (7) - Bi-annual-motor-vehicle-in-lieu
Note (8) -Payments to PARS Trust Fund (OPEB & Retirement)

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Item Number 10D

STAFF REPORT

Date: February 18, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Santor Nishizaki, Acting City Manager/Executive Director
By: Richard Iglesias, Assistant City Clerk

Subject: **Consideration to Review and Approve the Draft Minutes of February 4, 2020, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission**

RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for February 4, 2020.

BACKGROUND / ANALYSIS

Historically

The Municipal Clerk is one of the oldest professions in government, dating back to 1272 A.D., originating in England. The record keeper then was called Remembrancer; an English official whose job was to remind the Lord Treasurer and Barons of Court, of business pending.

Years later in the 1600's when early colonist came to America, the office of the Clerk was one of the first offices to be established. Over the years the City Clerk's office has become the core for local government, and the liaison to the residents of the Community. The Municipal Clerk (City Clerk) is the record keeper of a City's recorded History.

William Bennett Munro a Canadian historian and political scientist, who taught at Harvard University and the California Institute of Technology, stated in one of his first textbooks written: "No other office in municipal service has so many contacts. It serves the Mayor, the City Council, the City Manager (when there is one), and all administrative departments,

without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together."

Moving forward to the present time, the City Clerk's office today is generally responsible for keeping record of City Council meetings; agreements; recordings of official documents; legal advertisements; municipal elections; commissions and committees current files; claims against the city; and other legal or official documents.

City Clerks in General Law cities are required to keep a record (minutes) of the proceedings of Council meetings (Government Code Sections 36814 and 40801). Minutes are the official record of a meeting which provides a record of the Council's decisions and actions.

CONCLUSION

City Council is requested to approve the attached City Council / Agency Draft Minutes of the proceedings of February 4, 2020, City Council meeting.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENT

A. Draft Minutes February 4, 2020
B. Resolution No. 16-38, approving the City Clerk's use of Summary Action Minutes as the Official Record of the City Council proceedings.

MINUTES

CUDAHY CITY COUNCIL REGUAR MEETING and CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT COMMISSION JOINT MEETING

February 4, 2020 6:30 P.M.

1. CALL TO ORDER

Mayor / Chair Alcantar called the meeting to order at 6:37 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez (arrived at 7:22 p.m.)
Mayor / Chair Alcantar

ABSENT: Council / Agency Member Garcia

ALSO PRESENT: City Manager Santor Nishizaki, City Attorney, Victor Ponto, Assistant City Clerk, Richard Iglesias, Parks and Recreation Coordinator, Victor Santiago, Assistant City Engineer, Aaron Hernandez-Torres, and Junior Deputy City Clerk, Andres Rangel.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Lozoya.

4. PRESENTATIONS – NONE

5. PUBLIC COMMENTS

Jack Guerrero, asked Council to rise to the occasion to defend the interest of the constituents in earnest as it relates to the Delta jet fuel fiasco. He announced that the incident consequently offered a media opportunity to signal to Delta and the world, that justice will be pursued immediately for the children directly affected and for the other constituents whose lives were disrupted. He further asked Council to stay on top of this issue. On another note, he reminded Council on its commitment on a community engaged and transparent search for a permanent city manager, ideally with the competence and experience to manage the many challenges lying ahead, with the temperament and integrity to inspire approbation of the people. He looked forward to the establishment of a citizen advisory commission to be developed immediately whose evaluation of candidates would form an integral part of the recruitment process. He continued to highlight his concern for the City's internal control environment, with the hope that Council can work to addressing these conditions in union. He referenced the state controller's description of the City's dire predicament, highlighting only six control elements were addressed by the city out of 79 control elements. He further quoted the state auditor on its recommendation that the City should develop a comprehensive remedial plan to address its deficiencies. The plan should also identify City tasks to be performed as well as milestones and timelines for completion.

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Additionally, the City should provide Council periodic public updates explaining its progress to addressing the remedial plan.

Patricia Covarrubias, spoke in favor of Council Member Guerrero regarding getting an update on the Delta incident. She went on to speak in favor of item 10B, allowing city staff to administratively waive fees for nonprofit organizations and community events/services. She specifically cited Club de Oro who she commented would serve the community if the staff report passes. She concluded her comments by speaking in favor of item 12B.

Susie de Santiago, spoke in favor of item 10B, noting the non profit organizations and services that could potentially come for the betterment of the City, if they meet the guidelines that are established. She also spoke in favor of item 12A, as well as asked there to be a community panel to express their opinions during the city manager recruitment process.

Marcos Covarrubias, spoke in favor of item 12B, expressing his support to allow the City Manager to amend his schedule. He also supported any accommodation Club de Oro may get to provide services at Turner Hall. He concluded his comments by noting the progress he has seen in the community the past few months.

6. CITY COUNCIL COMMENTS

Council Member Guerrero, commented on the Iowa Caucus and the State of the Union as well as the record performance in the stock market. He concluded his comments by reiterating his public comments in Spanish.

Council Member Lozoya, asked what could be done to improve and modernize Atlantic Avenue's storefronts, whether it be in the form of a loan or grant, and also asked if it can be placed on the agenda for the next meeting.

Mayor Alcantar, updated the residents on all the townhall and community meetings that were conducted regarding the Delta incident. She noted Delta did not attend in any of those community meetings. She reminded residents that if anybody has health related or Delta related questions, they should reach out to herself or the city manager. She went on to summarize recent community events. She concluded her comments by commenting on all the efforts she and the City is making to highlight local artists throughout the City.

7. CITY MANAGER REPORT (information only)

8. REPORTS REGARDING AD HOC, ADVISORY, STANDING OR OTHER COMMITTEE MEETINGS - NONE

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Motion: It was moved by Council Member Guerrero and seconded by Mayor Alcantar to waive the full reading of resolutions and ordinances. The motion carried (3-0-0) by the following roll call vote.

AYES:	Guerrero, Lozoya, and Alcantar
NOES:	None
ABSENT:	Garcia and Gonzalez
ABSTAIN:	None

10. CONSENT CALENDAR (COUNCIL MEMBER GUERRERO PULLED ITEMS A AND B FOR DISCUSSION)

A. Consideration to Review and Approve the Draft Minutes of December 17, 2019 and January 21, 2020, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

Presented by the Assistant City Clerk

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for December 17, 2019 and for January 21, 2020.

Motion: It was moved by Council Member Guerrero and seconded by Council Member Lozoya to review and approve the City Council / Successor Agency Draft Minutes for December 17, 2019 and for January 21, 2020 with the amendment on Item 10D of the December 17, 2019 minutes to reflect that the motion did not carry based on the roll call vote. The motion carried (3-0-2) by the following roll call vote.

AYES: Guerrero, Lozoya, and Alcantar
NOES: None
ABSENT: Garcia and Gonzalez
ABSTAIN: None

B. Consideration to Adopt Resolution No. 20-04 Amending Section 3 of Resolution No. 16-27 Regarding Sponsoring or Co-Sponsoring and Establishing a Process Whereby Creating an Application and Fee Waiver Guidelines the City Manager or his/her Designee Can Approve Administratively Fee Waivers for Special Events

Presented by the Parks and Recreation Coordinator

The City Council is requested to consider adopting Resolution No. 20-04 amending Section 3 of Resolution No. 16-27 regarding sponsoring or co-sponsoring and establishing a process whereby creating an application and fee waiver guidelines the City Manager or his/her designee can approve administratively fee waivers for special events.

Motion: It was moved by Council Member Guerrero and seconded by Mayor Alcantar to adopt Resolution No. 20-04 amending Section 3 of Resolution No. 16-27 regarding sponsoring or co-sponsoring and establishing a process whereby creating an application and fee waiver guidelines the City Manager or his/her designee can approve administratively fee waivers for special events with a resolution amendment that the City's normal appeals process would apply to the applicant in the event the City Manager or appointed designee does not approve the applicant. The motion carried (3-0-2) by the following roll call vote.

AYES: Guerrero, Lozoya, and Alcantar
NOES: None
ABSENT: Garcia and Gonzalez
ABSTAIN: None

11. PUBLIC HEARING

A. Adoption of Proposed Ordinance No. 707 Amending Chapters 15.04 Through 15.34 of the Cudahy Municipal Code to Adopt the 2019 Los Angeles County Title 26,27,28,29,30,31, and

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33 2019 Los Angeles County Amendments to the 2019 Edition of the California Building Codes Including the Building, Residential, Plumbing, Mechanical, Electrical, Green Building Standards and Existing Building Codes

Presented by the Building Official

The City Council is requested to:

1. Open the public hearing to receive comments on the proposed Ordinance and amendments to the Cudahy Municipal Code and then close the public hearing; and

2. Approve attached Ordinance No. 707 and amendment to the Cudahy Municipal Code (Attachment 1), which adopts: the Los Angeles County Titles 26, 27, 28, 29, 30, 31, and 33.

MAYOR ALCANTAR OPENED THE FLOOR FOR PUBLIC COMMENT AT 7:06 P.M.

Marcos Covarrubias, spoke in favor of item 11A as he sees it would benefit the city and public.

MAYOR ALCANTAR CLOSED THE FLOOR FOR PUBLIC COMMENT AT 7:07 P.M.

Motion: It was moved by Council Member Guerrero and seconded by Council Member Lozoya to Approve attached Ordinance No. 707 and amendment to the Cudahy Municipal Code (Attachment 1), which adopts: the Los Angeles County Titles 26, 27, 28, 29, 30, 31, and 33. For first hearing. The motion carried (3-0-2) by the following roll call vote.

AYES: Guerrero, Lozoya, and Alcantar
NOES: None
ABSENT: Gonzalez and Garcia
ABSTAIN: None

12. BUSINESS SESSION

A. Approve and authorize Acting City Manager to execute a Professional Services Contract with Bob Murray & Associates for the Executive Recruitment of a City Manager in an amount not to exceed $25,000.00

Presented by the City Attorney's Office

The City Council is requested to authorize the Acting City Manager to execute a professional services contract with Bob Murray & Associates for the executive recruitment of a City Manager.

Motion: It was motioned by Vice Mayor Gonzalez and seconded by Mayor Alcantar to authorize the Acting City Manager to execute a professional services contract with Bob Murray & Associates for the executive recruitment of a City Manager. The motion carried (4-0-1) by the following roll call vote:

AYES: Guerrero, Lozoya, Gonzalez, and Alcantar
NOES: None
ABSENT: Garcia
ABSTAIN: None

B. Approve Amendment to Acting City Manager Agreement to Modify City Office Hours

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Presented by the City Attorney's Office

The City Council is requested to approve an Amendment to the Acting City Manager Agreement ("Agreement") to modify City office hours.

Motion: It was motioned by Mayor Alcantar and seconded by Council Member Lozoya to approve an Amendment to the Acting City Manager Agreement ("Agreement") to modify City office hours. The motion carried (4-0-1) by the following roll call vote:

AYES: Guerrero, Lozoya, Gonzalez, and Alcantar
NOES: None
ABSENT: Garcia
ABSTAIN: None

C. An Urgency Ordinance of the City Council of the City of Cudahy Amending Provisions of the Cudahy Municipal Code Pertaining to Sidewalk Vendors

Presented by the City Prosecutor

The City Council is requested to:

1. Adopt Urgency Ordinance No. 708 of the City Council of the City of Cudahy amending the provisions of the Cudahy Municipal Code pertaining to sidewalk vendors; and,

2. Introduce Ordinance No. 709 of the City Council of the City of Cudahy amending provision of the Cudahy Municipal Code.

Motion: It was motioned by Vice Mayor Gonzalez and seconded by Mayor Alcantar to Adopt Urgency Ordinance No. 708 of the City Council of the City of Cudahy amending the provisions of the Cudahy Municipal Code pertaining to sidewalk vendors with the amendments that 1.) insurance obligation is dropped to $200,000 2.) there is a 45 day education period from staff and 3.) there is a day 30 day fee analysis conducted by staff. The motion did not carry (2-1-1) by the following roll call vote:

AYES: Gonzalez, and Alcantar
NOES: Guerrero
ABSENT: Garcia
ABSTAIN: Lozoya

Motion: It was motioned by Council Member Guerrero and seconded by Mayor Alcantar to introduce Ordinance No. 709 of the City Council of the City of Cudahy amendment provision of the Cudahy Municipal Code with the amendments that 1.) insurance obligation is dropped to $200,000 2.) there is a citation appeals process where the process starts with the hearing officer, decision can be further appealed to the Public Safety Commission, and can be further appealed to City Council as final decision, and 3.) staff is directed to come up with a fee schedule not to exceed $100 for street vendor application. The motion carried (4-0-1) by the following roll call vote:

AYES: Guerrero, Lozoya, Gonzalez, and Alcantar
NOES: None
ABSENT: Garcia
ABSTAIN: None

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13. COUNCIL DISCUSSION

Council Member Guerrero

i. Update on Status of City Properties

Mayor Alcantar

i. Traffic Studies

RECESSED TO CLOSE SESSION AT 8:49 P.M.

14. CLOSED SESSION

DELIBERATING AS CUDAHY SUCCESSOR AGENCY

A. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 1 Elizabeth Street Residential Property
5256 Elizabeth Street APN: 6224-001-014
5260 Elizabeth Street APN: 6224-001-015

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

B. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 2 Atlantic Avenue/Santa Ana Street Commercial Property
4734 Santa Ana Street APN: 6224-018-008
8110 South Atlantic Avenue APN: 6224-018-071
8100 South Atlantic Avenue APN: 6224-018-068
Santa Ana Street APN: 6224-018-070
4720 Santa Ana Street APN: 6224-018-069

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

C. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 3 Santa Ana Street Residential Property
4610 Santa Ana Street APN: 6224-019-014

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Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

D. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 4 Atlantic Avenue/Cecilia Street Commercial Property
8135 South Atlantic Avenue APN: 6224-022-001
4629 Cecilia Street APN: 6224-022-004
8201 South Atlantic Avenue APN: 6224-022-002
8221 South Atlantic Avenue APN: 6224-022-012
4633 Cecilia Street APN: 6224-022-003

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

E. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 5 Atlantic Avenue/Patata Street Commercial Property
4819 Patata Street APN: 6224-034-014
8420 South Atlantic Avenue APN: 6224-034-032 APN: 6224-034-040
Patata Street APN: 6224-034-041

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

F. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 6 Atlantic Avenue/Clara Street Commercial Property
4613 Clara Street APN: 6226-022-002
7660 South Atlantic Avenue APN: 6226-022-008
7630 South Atlantic Avenue APN: 6226-022-019 APN: 6226-022-020
7638 South Atlantic Avenue APN: 6226-022-023
7644 South Atlantic Avenue APN: 6226-022-022
No address APN: 6226-022-021 APN: 6226-022-024

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

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DELIBERATING AS CITY COUNCIL

G. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – One Matter

15. CLOSED SESSION ANNOUNCEMENT

Deputy City Attorney Victor Ponto reported that for each closed sessions A-F, the Successor agency body authorized the City Manager to post an RFQ for those interested to acquire successor agency properties. In respect to item G, direction was given, not further reportable action.

16. ADJOURNMENT

The City Council / Agency meeting was adjourned at 10:16 p.m.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

DRAFT

RESOLUTION NO. 16-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDHAY APPROVING THE CITY CLERK'S USE OF SUMMARY ACTION MINUTES AS THE OFFICIAL RECORD OF THE MEETINGS OF THE CITY COUNCIL OF THE CITY OF CUDAHY

WHEREAS, pursuant to Section 2.20.010(1) of the Municipal Code of the City of Cudahy, the City clerk is required to perform such duties as are set forth in the Government Code and in the City's Municipal Code and as the City Council from time to time shall direct or authorize; and

WHEREAS, under Government Code Section 40801, the City Clerk is tasked with keeping accurate records of the proceeding of the legislative body; and

WHEREAS, pursuant to Government Code Section 36814, the City Council shall cause the City Clerk to keep a correct record of its proceedings;

WHEREAS, the City Clerk currently prepares and keeps full written minutes of the City Council's meetings and proceedings; and

WHEREAS, instead of summary minutes, the City Council now wishes for the City Clerk to prepare and keep summary action minutes as the official record of its meetings or proceedings; and

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby approves the use of summary action minutes as the official record of its meetings or proceedings in lieu of full form written minutes.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 12th day of December, 2016.

Baru Sanchez
Mayor

ATTEST:

Richard Iglesias
Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-38 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 12th day of December, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES: Garcia, Markovich, Hernandez, Sanchez

NOES: None

ABSENT: None

ABSTAIN: Guerrero

Richard Iglesias
Deputy City Clerk

Item Number
11A

STAFF REPORT

Date: February 18, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Santor Nishiaki, Acting City Manager/Executive Director
From: James M. Guerra, Building Official

Subject: **Adoption of Proposed Ordinance No. 707 Amending Chapters 15.04 Through 15.34 of the Cudahy Municipal Code to Adopt the 2019 Los Angeles County Title 26,27,28,29,30,31, and 33 2019 Los Angeles County Amendments to the 2019 Edition of the California Building Codes Including the Building, Residential, Plumbing, Mechanical, Electrical, Green Building Standards and Existing Building Codes**

RECOMMENDATION

The City Council is requested to:

1. Open the public hearing to receive comments on the proposed Ordinance and amendments to the Cudahy Municipal Code and then close the public hearing; and

2. Adopt Ordinance No. 707 and amendment to the Cudahy Municipal Code (Attachment A), which adopts: the Los Angeles County Titles 26, 27, 28, 29, 30, 31, and 33.

BACKGROUND

1. On December 12, 2016, City Council adopted Ordinance No. 665, adopting Los Angeles County Building laws.

2. On July 1, 2019, the California Building Code was published, and becomes effective on January 1, 2020 within the Los Angeles County jurisdiction.

3. On November 26, 2019, the Los Angeles County adopted more restrictive standards and modifications to the 2019 California Building Codes, as memorialized in the 2019 Los

Angeles County Building Codes (Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Green Building Standards Code, and Existing Building Code).

4. On February 4, 2020, City Council approved Ordinance No. 707, by first reading.

5. On February 8, 2020, the public notice for the proposed Ordinance was published in the Long Beach Press Telegram for a period of ten days prior to the public hearing.

ANALYSIS

The City adopts and updates the applicable building codes every three years a required by State, Federal, and County agencies. Section 17958 of the California Health and Safety Code requires that the latest California Building Standards Codes apply to local construction 180 days after the date of publication of such codes. The 2019 edition of the California Building, Residential, Plumbing, Mechanical, Electrical, Green Building Standards and Existing Building Code, as adopted and published by the California Building Standards Commission, were mandated to go in effect, along with any adopted local amendments, on January 1, 2020

Section 17958.7 of the California Health and Safety Code requires that local amendments to the California Building Standards Codes be enacted only when an express finding is made that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions.

This Ordinance adopts the Los Angeles County Building Laws and Titles 26, 27, 28, 29, 30, 31 and 33 which amend the State Building Laws and Fire Code based on local climatic, geological or topographical conditions. The City of Cudahy previously adopted the 2016 County Laws by reference. The County Board of Supervisors adopted Titles 26, 27, 28, 29, 30, 31 and 33 at its November 26, 2019 meeting and made the necessary local climatic, geological and topographical findings.

It is necessary for the City to adopt the above stated Codes as an Ordinance as the California Building Codes become effective on January 1, 2020 and it is imperative that the more restrictive local amendments become effective as soon as possible in order to protect the public health, safety, and welfare through their up to date consideration of building safety needs for the community.

Attachment 1 of this report includes all proposed amendments to the Cudahy Municipal Code, as well as all proposed Los Angeles County amendments to the California 2019 Building,

Residential, Plumbing, Mechanical, Electrical, Green Building Standards and Existing Building Codes. Existing requirements of the Municipal Code are continued except where specifically amended or deleted. The following is a summary of the codes proposed for adoption.

A. Los Angeles County Title 26 Building Code California Building Code, 2019 Edition.

The Los Angeles County Title 26 Building Code 2019 Edition of the California Building Code is based on the International Building Code, 2018 Edition, as published by the International Code Council.

B. Los Angeles County Title 27 Electrical Code California Electrical Code, 2019 Edition.

The Los Angeles County Title 27 2019 Edition of the California Electrical Code is based on the National Electrical Code, 2017 Edition, as published by the National Fire Protection Association.

C. Los Angeles County Title 28 Building Code California Plumbing Code, 2019 Edition.

The Los Angeles County Title 28 2019 Edition of the California Plumbing Code is based on the Uniform Plumbing Code, 2018 Edition, as published by the International Association of Plumbing and Mechanical Officials.

D. Los Angeles County Title 29 Mechanical Code California Mechanical Code, 2019 Edition.

The Los Angeles County Title 29 2019 Edition of the California Mechanical Code is based on the Uniform Mechanical Code, 2018 Edition, as published by the International Association of Plumbing and Mechanical Officials.

E. Los Angeles County Title 30 California Residential Code California Residential Code, 2019 Edition.

The Los Angeles County Title 30 Residential Code 2019 Edition of the California Residential Code is based on the International Residential Code, 2018 Edition, as published by the International Code Council.

F. Los Angeles County Title 31 California Green Building Standards Code, 2019 Edition.

The Los Angeles County Title 31 2019 Edition of the California Green Building Standards Code

is based on State of California Green Building Standards Code, 2018 Editions, as established and published by order of the California Legislature.

G. Los Angeles County Title 33 Existing Building Code California Existing Building Code, 2019 Edition

The Los Angeles County Title 33 Existing Building Code 2019 Edition of the California Existing Building Code is based on the International Existing Building Code, 2018 Edition, as published by the International Code Council.

CONCLUSION

Pursuant to sections 17922, 17958, 17958.5, and 17957.7 of the Health and Safety Code, the City may adopt the provisions of the California Buildings Standards Code and District Fire Code, with certain amendments to the provisions of the codes which are reasonably necessary to protect the health, wealth, and safety of citizens of Cudahy because of local climatic, geological and topographical conditions. Under Health and Safety Code section 13869.7(c), local amendments containing more restrictive building standards are not effective within the jurisdictional boundaries of the City unless ratified by the City Council.

Accordingly, the proposed amendment adopts the Los Angeles County Titles 26, 27, 28, 29, 30, 31, and 33.

FINANCIAL IMPACT

The City Clerk is required to have a complete set of codes available for public review. The cost of a set of codes is approximately $1,600.00 from the General Fund.

ATTACHMENTS

A. Ordinance No. 707
B. Los Angeles County Title 26 Building Code 2019
C. Los Angeles County Title 27 Electrical Code 2019
D. Los Angeles County Title 28 Plumbing Code 2019
E. Los Angeles County Title 29 Mechanical Code 2019
F. Los Angeles County Title 30 Residential Code 2019

G. Los Angeles County Title 31 Green Building Standards 2019
H. Los Angeles County Title 33 - Existing Building Code 2019
I. Proof of Publication

ORDINANCE NO. 707

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING CHAPTERS 15.04, 15.08, 15.12, 15.16, 15.29, 15.32, 15.34 OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CUDAHY MUNICIPAL CODE TO ADOPT THE 2019 LOS ANGELES COUNTY TITLES 26, 27, 28, 29, 30, 31 and 33 AMENDMENTS TO THE 2019 EDITION OF THE CALIFORNIA BUILDING CODES, INCLUDING THE BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, RESIDENTIAL, GREEN BUILDING STANDARDS AND EXISTING BUILDING CODES

WHEREAS, Government Code Section 50022.9 permits the City of Cudahy (the "City") to adopt, by reference, Los Angeles County codes as the City's codes; and

WHEREAS, the California Building Standards Code (the "California Building Code") establishes statewide codes and regulations for building construction and is published every three years by order of the California Legislature; and

WHEREAS, the 2019 California Building Code is based upon the International Code Council's 2015 International Building Code; and

WHEREAS, the 2019 California Building Code was published on July 1, 2019 and becomes effective on January 1, 2020; and

WHEREAS, California Health & Safety Code Sections 17958.5 and 18941.5 authorize cities and counties to modify the California Building Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions, and

WHEREAS, on November 26, 2019, the Los Angeles County adopted more restrictive standards and modifications to the 2019 California Building Codes, as memorialized in the 2019 Los Angeles County Building Codes (Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Green Building Standards Code, and Existing Building Code); and

WHEREAS, the City has historically adopted the Los Angeles County Codes with their local amendments in order to establish a uniformity of standards which serve to minimize conflict and confusion in addressing local community public health needs as well as local climatic, geological, or topographical conditions; and

WHEREAS, the City Council finds that these local climatic, geological, or topographical conditions include, but are not limited to, the following:

1. The City is subject to relatively low amounts of precipitation, very low humidity levels, and extremely high temperatures. These climatic conditions are conducive to the spread of drought conditions and fires;

2. The warm, dry climate in the City is conducive to the construction and maintenance of swimming pools, which create a higher probability of child drownings;

3. The City is proximate to the San Andreas Fault and additional earthquake faults in the area; and

WHEREAS, Government Code Sections 36934 and 36937 expressly authorize the City Council to adopt an ordinance for the preservation of the public peace, health or safety.

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

SECTION 1. The facts set forth in the above recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. Section 15.04.010 of Chapter 15.04 (Buildings Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.04.010 Adoption of the 2019 California building code as amended by Title 26 of the 2019 Los Angeles County Building Code.

(1) The 2019 California Building Code as amended by Title 26 of the 2019 Los Angeles County Building Code, together with their appendices, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city, provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 3. Section 15.04.050 of Chapter 15.04 (Building Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.04.050 Penalty.

Every person violating any provision of the 2019 California Building Code as amended by Title 26 of the 2019 Los Angeles Building Code and appendices, adopted by reference by Section 15.04.010 or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 4. Section 15.08.010 of Chapter 15.08 (Electrical Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.08.010 Adoption of the 2019 California Electrical Code as amended by Title 27 of the 2019 Los Angeles County Electrical Code.

(1) The 2019 California Electrical Code as amended by Title 27 of the 2019 Los Angeles County Electrical Code, which provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating the installation or alteration of electrical wiring, equipment, materials, and workmanship in the city, provides for the issuance of permits and collection of fees therefor and provides penalties for the violations thereof, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 5. Section 15.08.050 of Chapter 15.08 (Electrical Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.08.050 Penalty.

Every person violating any provision of the 2019 California Electrical Code as amended by Title 26 of the 2019 Los Angeles County Electrical Code and appendices, adopted by reference by Section 15.08.010, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment.

The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 6. Section 15.12.010 of Chapter 15.12 (Plumbing Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.12.010 Adoption of the 2019 California Plumbing Code as amended by Title 28 of the 2019 Los Angeles County Plumbing Code.

(1) The 2019 California Plumbing Code as amended by Title 28 of the 2019 Los Angeles County Plumbing Code, which provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating the installation or alteration of plumbing and drainage, materials, venting, wastes, traps, interceptors, water systems, sewers, gas piping, water heaters and other related products, and workmanship in the city, provide for the issuance of permits and collection of fees therefor, and provide for penalties for the violations thereof, with certain changes and amendments thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 7. Section 15.12.040 of Chapter 15.12 (Plumbing Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.12.040 Penalty.

Every person violating any provision of the 2019 California Plumbing Code as amended by Title 28 of the 2019 Los Angeles County Plumbing Code and appendices, adopted by reference by Section 15.12.010, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 8. Section 15.16.010 of Chapter 15.08 (Mechanical Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.16.010 Adoption of the 2019 California Mechanical Code as amended by Title 29 of the 2019 Los Angeles County Mechanical Code.

(1) The 2019 California Mechanical Code as amended by Title 29 of the 2019 Los Angeles County Mechanical Code, which regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, venting, cooling, refrigeration systems, or other miscellaneous heat-producing appliances in the City, provides for the issuance of permits and collection of fees therefor and provides for penalties for the violation thereof, with certain changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 9. Section 15.16.030 of Chapter 15.16 (Mechanical Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.16.030 Penalty.

Every person violating any provision of the 2019 California Mechanical Code as amended by Title 29 of the 2019 Los Angeles County Mechanical Code and appendices, adopted by reference by Section 15.16.010, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 10. Section 15.29.10 of Chapter 15.29 (Residential Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.29.010 Adoption of the 2019 California Residential Code as amended by Title 30 of the 2019 Los Angeles County Residential Code.

(1) The 2019 California Residential Code as amended by Title 30 of the 2019 Los Angeles County Residential Code, together with their appendices, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of residential buildings or structures within the City,

provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 11. Section 15.29.030 of Chapter 15.29 (Residential Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.29.030 Penalty.

Every person violating any provision of the 2019 California Residential Code as amended by Title 30 of the 2019 Los Angeles County Residential Code and appendices, adopted by reference by Section 15.29.010 or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 12. Section 15.32.010 of Chapter 15.32 (Green Building Standards Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.32.010 Adoption of the 2019 California Green Building Standards Code as amended by Title 31 of the 2019 Los Angeles County Green Building Standards Code

(1) The 2019 California Green Building Standards Code as amended by Title 31 of the 2019 Los Angeles County Green Building Standards Code, together with their appendices, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures planning, design, operation, construction, use and occupancy of every newly constructed building or structure within the City, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made

part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 13. Section 15.32.030 of Chapter 15.32 (Green Building Standards Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.32.030 Penalty.

Every person violating any provision of the 2019 California Green Building Standards Code as amended by Title 31 of the 2019 Los Angeles Green Building Standards Code and appendices, adopted by reference by Section 15.32.010 or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 14. Section 15.34.010 of Chapter 15.34 (Existing Building Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal, is hereby amended as follows:

15.34.010 Adoption of the 2019 California Existing Building Code as amended by Title 33 of the 2019 Los Angeles County Existing Building Code.

(1) The 2019 Los Angeles County Existing Building Code is adopted in its entirety and incorporated by reference into the Cudahy Municipal Code, together with, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures planning, design, operation, construction, use and occupancy of every newly constructed building or structure within the City, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 15. Section 15.34.020 of Chapter 15.34 (Existing Building Code) of the Cudahy City Municipal Code is hereby deleted in its entirety.

SECTION 16. Section 15.34.030 of Chapter 15.34 (Existing Building Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.34.030 Penalty.

Every person violating any provision of the 2019 California Residential Code as amended by Title 33 of the 2019 Los Angeles County Existing Building Code and appendices, adopted by reference by Section 15.34.010 or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 17. Inconsistent Provisions. Any provision of the Cudahy Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to affect the provisions of his Ordinance.

SECTION 18. Constitutionality. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 19, Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days after adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Cudahy this ___ day of _____ 2020.

_____
Elizabeth Alcantar
Mayor

ATTEST:

_____
Richard Iglesias
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No. 707 was introduced for a first reading on the _____ day of _____, 2020 and approved for a second reading and adopted by said Council at its regular meeting held on the ___ day of _____, 2020 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Richard Iglesias
Assistant City Clerk

ANALYSIS

This ordinance repeals those provisions of Title 26 – Building Code – of the Los Angeles County Code that had incorporated by reference portions of the 2016 Edition of the California Building Code and replaces them with provisions incorporating by reference portions of the 2019 California Building Code, published by the California Building Standards Commission, with certain changes and modifications.

State law requires that the County's Building Code contain the same requirements as are contained in the building standards published in the most recent edition of the California Building Code. State law allows the County to change or modify these requirements only if it determines that such changes or modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Building Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions.

This ordinance also makes certain modifications to the administrative provisions of Title 26 and to certain chapters of Title 26 that relate to subjects not covered by the California Building Code.

MARY C. WICKHAM
County Counsel

By Carole Suzuki
CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:lm

Requested: 06/18/19
Revised: 10/15/19

HOA.102624620.1

ORDINANCE NO. _____

An ordinance amending Title 26 – Building Code – of the Los Angeles County Code, by adopting by reference the 2019 California Building Code, with certain changes and modifications, and making other revisions thereto.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Sections 119.1.2 through 119.1.14 of Chapter 1, Chapters 2 through 35, and Appendices C, I, and J, which incorporate by reference and modify portions of the 2016 California Building Code, are hereby repealed. Chapter 65 is hereby repealed in its entirety.

SECTION 2. Chapter 1 is hereby amended to read as follows:

100 ADOPTION BY REFERENCE

Except as hereinafter changed or modified, Sections 1.2 through 1.14 of Chapter 1 of Division I of that certain building code known and designated as the ~~2016~~2019 California Building Code, as published by the California Building Standards Commission, are adopted and incorporated~~,~~ by reference~~,~~ into this Title 26 of the Los Angeles County Code as if fully set forth below, and shall be known as Sections 119.1.2 through 119.1.14, respectively, of Chapter 1 of Title 26 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 35 and Appendices C, H, I, ~~and~~ J, and O of that certain building code known and designated as the ~~2016~~2019 California Building Code, as published by the California Building Standards Commission, are adopted and incorporated~~,~~ by reference~~,~~ into this Title 26 of

the Los Angeles County Code as if fully set forth below, and shall be known as Chapters 2 through 35, and Appendices C, H, I, ~~and~~ J, and O of Title 26 of the Los Angeles County Code.

A copy of said California Building Code, hereinafter referred to as the CBC, including the above-designated appendices, shall be at all times maintained by the Building Official for use and examination by the public.

. . .

SECTION 102 UNSAFE BUILDINGS

102.1. Definition.

All buildings, ~~or~~ structures, or grading work which are structurally unsound or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage, lack of an approved water supply, electrical hazard, unsafe gas piping or appliances, or abandonment as specified in this Code or any other effective ordinance, are, for the purpose of this Chapter, unsafe buildings. Whenever the Building Official determines by inspection that a building or structure, whether structurally damaged or not, is dangerous to human life by reason of being located in an area which is unsafe due to hazard from landslide, settlement, or slippage, or any other cause, such building, structure, or grading work shall, for the purpose of this Chapter, be considered an unsafe building.

. . .

102.4 Unsafe Buildings: Hearing.

102.4.1 Right of hearing.

The party concerned or the Building Official may request a hearing regarding the unsafe condition~~ of the building or structure~~. The request by the interested party shall be made in writing to the Building Official within 30 days of the date of the notice of the unsafe condition. A hearing shall be requested by the Building Official prior to demolition or repair of an unsafe building by the County except when such demolition or repair is done under the emergency procedure set forth in this Chapter.

. . .

102.4.5 Hearing by Building Board of Appeals.

. . .

When determined by the Building Official, the Code Enforcement Appeals Board or the Building Rehabilitation Appeals Board shall hold the hearing in lieu of the Building Board of Appeals.

. . .

102.5 Unsafe Buildings; Demolition or Repair.

. . .

102.5.2 Emergency procedure.

Whenever any portion of a building, structure, or grading work constitutes an immediate hazard to life or property, and in the opinion of the Building Official, the conditions are such that repairs or demolition must be undertaken within less than the designated period, the Building Official may take necessary action, such as performing

alterations, repairs, and/or demolition of the structures, to protect life or property, or both, after giving such notice to the parties concerned as the circumstances will permit or without any notice whatever when, in the Building Official's opinion, immediate action is necessary.

. . .

102.5.5 Prosecution.

In case the owner shall fail, neglect, or refuse to comply with the notice to repair, rehabilitate, or ~~to~~ demolish and remove said building or structure or portion thereof, the Building Official ~~shall~~may cause the owner of the building to be prosecuted as a violator of this Code.

. . .

SECTION 103 VIOLATIONS AND PENALTIES

103.1 Compliance with Code.

It shall be unlawful for a person to erect, construct, enlarge, alter, repair, move, improve, remove, connect, convert, demolish, equip, or perform any other work on any building or structure or portion thereof, or perform any grading ~~in the unincorporated portion of the County~~within a property subject to this Code as defined in Section 101.3, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Code.

103.2 Violation.

It shall be unlawful for any person to own, use, occupy, or maintain any building or structure or portion thereof, ~~in the unincorporated portion of the County,~~or cause the

same to be done, contrary to, or in violation of, any of the provisions of this Code.

. . .

103.4.1 General.

The Building Official may record a ~~n~~Notice of Violation (NOV) with the County Recorder's Office that a property, building or structure, or any part thereof, is in violation of any provision of this Code provided that the provisions of this Section are complied with. The remedy provided by this Section is cumulative to any other enforcement actions permitted by this Code.

103.4.2 Recordation.

If (1) the Building Official determines that any property, building, or structure, or any part thereof, is in violation of any provision of this Code; and if (2) the Building Official gives written notice as specified below of said violation~~;~~, then the Building Official may have sole discretion to, at any time thereafter, record with the County Recorder's Office a ~~n~~Notice of Violation (NOV) that the property and/or any building or structure located thereon is in violation of this Code.

Following the recordation of the NOV~~notice of violation~~, the Building Official is not required to conduct an inspection or review of the premises to determine the continued existence of the cited violation. It is the responsibility of the owner or other interested party to meet the requirements of this Code to remove the violation.

103.4.3 Notice.

The written notice given pursuant to this Section shall indicate:

1. The nature of the violation(s); and

2. That if the violation is not remedied to the satisfaction of the Building Official, the Building Official may, at any time thereafter, record with the County Recorder's Office ~~a notice~~an NOV that the property and/or any building or structure located thereon is in violation of this Code. The ~~notice~~NOV shall be posted on the property and shall be mailed to the owner of the property as indicated on the last equalized County Assessment roll. The mailed ~~notice~~NOV may be by registered, certified, or first-class mail.

103.4.4 Rescission.

Any person who desires to have recorded a notice rescinding the NOV~~notice of violation~~ must first obtain the necessary approval(s) and permit(s) to correct the violation. Once the Building Official determines that the work covered by such permit(s) has been satisfactorily completed, the Building Official may record a notice rescinding the NOV~~prior notice of violation~~.

. . .

SECTION 104 ORGANIZATION AND ENFORCEMENT

. . .

104.2.10 Cooperation of other officials.

The Building Official may request, and shall receive so far as may be necessary in the discharge of ~~his or her~~their duties, the assistance and cooperation of other officials of the County.

. . .

SECTION 105 APPEALS BOARDS

105.1 Building Board of Appeals.

105.1.1 General.

Unless otherwise provided for below, in order to conduct the hearings provided for in this Code, there shall be a Building Board of Appeals consisting of five members who are qualified by experience and training to pass upon matters pertaining to building construction. One member shall be a practicing architect, one a builder who is a licensed general contractor, one a lawyer, and two structural engineers, each of whom shall have had at least 10 years' of experience as an architect, builder, lawyer, or structural engineer. The Building Official shall be an ex officio member and shall act as secretary to the Board. The members of the Building Board of Appeals shall be appointed by the Board of Supervisors and shall hold office at its pleasure. The Building Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations. Each member of the Board shall be compensated for each meeting attended as provided from time to time by the County Code.

. . .

105.5 Fees.

A fee of $496.30 shall be paid to the Building Official whenever a person requests a hearing or a rehearing before the appeals boards provided for in this Section.

Exception: No fee shall be required for athe initial hearing requested pursuant to Sections 102.4.1, ~~or for a hearing requested pursuant to Section~~103.4.5, 9606.4,

9807, or 9917~~to appeal an initial determination that a building is within the scope of Chapter 96~~.

. . .

SECTION 106 PERMITS

. . .

106.3 Work Exempted.

A building permit shall not be required for the following:

1. One-story detached accessory buildings used as tool and storage sheds, ~~playhouses,~~ shade structures, pump houses, and similar uses, provided the gross floor area does not exceed 120 square feet (11.15 m^2), the height does not exceed 12 feet (3.69 m), and the maximum roof projection does not exceed 24 inches (610 mm).

2. Fences which are not used as a barrier to private swimming pools, spas, or hot tubs, and ground~~monument~~ signs, provided that:

2.1 Masonry or concrete fences do not exceed 6 feet (1.8 m) in height and are set back from public ways a distance at least equal to the fence height.

2.2 Fences constructed of other materials do not exceed 6 feet (1.8 m) in height.

2.3 Ground~~Monument~~ signs do not exceed 6 feet (1.8 m) in height.

3. ~~Steel t~~Tanks not storing hazardous material as defined in the Fire Code provided that:

3.1 Steel tanks are supported on a foundation not more than 2~~two~~ feet

(610 mm) above grade and~~when~~ the overall height to diameter or width does not exceed 1½ times the diameter.

3.2 Water tanks constructed of materials other than steel, including cisterns and rain barrels, are supported directly on grade, the overall height to diameter or width does not exceed 1½ times the diameter, and the capacity does not exceed 5000 gallons (18925 L).

. . .

6. Motion picture, television and theater stage sets and scenery.~~, except when used as a building.~~ Buildings or structures constructed as part of a set or as scenery shall not be occupied or used for any other purpose.

. . .

10. A playhouse or tree house provided that:

10.1 It does not exceed 64 square feet (5.94 m2) in area nor 8 feet (2438 mm) in height from floor to roof.

10.2 The ceiling height as established by door height or plate line does not exceed 6 feet (1829 mm).

11. Canopies or awnings, completely supported by the exterior wall, attached to a Group R-3 or U Occupancy, and extending not more than 54 inches (1372 mm) from the exterior wall of the building, and not encroaching into the public right-of-way or any required fire separation distance specified by this Code.

. . .

19. Non-combustible livestock shelters provided that the gross floor area does not exceed 300 square feet (27.9 m²), the height does not exceed 12 feet (3.69 m), and at least 3 sides are each a minimum of 65 percent open.

. . .

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code, ~~or~~ other laws, ~~or~~ ordinances, or regulations, or required approvals from other County Departments and State and federal agencies.

. . .

106.4.1 Application.

To obtain a permit, the applicant shall first file an application ~~in writing on a form furnished~~ for that purpose. Every such application shall:

. . .

6. Where applicable, state the area to be landscaped in square feet (m^2)~~, to be landscaped~~ and the source of water for irrigation.

. . .

106.5.4 Expiration.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void~~,~~ if the ~~building or~~ work authorized by such permit is not commenced within ~~180 days~~12 months from the date ~~of~~ such permit is issued, or the ~~building or~~ work authorized by such permit is suspended or abandoned

for a period of 180 days, or the permittee fails to obtain inspection as required by the provisions of Section 108 of this Code for a period of 180 days.

Exception: Permits issued to abate violation(s) in conjunction with a code enforcement action shall expire and become null and void at a date not to exceed 12 months from the issuance date or at a date determined by the Building Official.

The Building Official may ~~extend~~ grant one or more extensions of the time for action by the permittee for a period not exceeding 180 days from the date of expiration upon written request from the permittee and payment of a fee in an amount determined by the Building Official, not to exceed 25 percent of the permit fee. ~~No permit shall be extended more than twice.~~

. . .

SECTION 107 FEES

. . .

107.3 Standard Plans.

The Building Official may approve a set of plans for a building or structure as a "standard plan," provided that the applicant has made proper application, submitted complete sets of plans as required by this Section, and paid the plan checking fee required by Section 107.2, or $173.80, whichever is greater.

Plans shall reflect laws and ordinances in effect at the time a permit is issued except as provided herein below in this Section. Nothing in this Section shall prohibit modifying the ~~permit set of~~approved standard plans to reflect changes in laws and ordinances ~~which~~that have become effective since the approval of the standard plan.

The standard plans shall become null and void where the work required by such changes exceeds ~~five~~5 percent of the value of the building or structure.

. . .

107.9 Other fees.

The following fees shall be paid before a permit is issued, inspection is made, occupancy is allowed, or a device is operated:

1. In addition to the fees set forth in Items A through K, below, for issuance of each inspection application receipt $31.90

. . .

G. For application and investigation for relocation building permits as required by the Existing Building Code~~Chapter 34~~:

. . .

107.10 Exemption from fees.

Neither the ~~Housing Authority of the County of~~ Los Angeles County Development Authority, nor any public officer or body acting in an official capacity on behalf of the ~~Housing~~Los Angeles County Development Authority, shall pay or deposit any building fee. This Section does not apply where a public officer is acting with reference to private assets, which have come under such public officer's jurisdiction by virtue of ~~his or her~~their office. (See Section 107.19 for affordable housing exemption.)

. . .

107.15 Preliminary review fees.

Upon payment of a preliminary review fee of $252.80, an applicant may have a building, structure, or other project reviewed by the Building Official prior to submittal of a permit application. Such fee entitles the applicant to two staff hours of review, which may be of any combination of building and specialty Code requirements. An additional fee of $126.40 per hour shall be charged for each hour or portion thereof in excess of two hours. All charges must be paid at the conclusion of any such meeting and before any written findings are issued.

Exception: No fee shall be charged for a preliminary review by one staff member~~, not in excess of~~which does not exceed 15 minutes.

. . .

107.17 Annual review of fees.

The fees in this Code shall be reviewed annually by the Director of Public Works. Beginning on July 1, 1992, and thereafter on each succeeding July 1, the amount of each fee in this Code shall be adjusted as follows: Calculate the percentage movement between March of the previous year and March of the current year in the Consumer Price Index (CPI) for all urban consumers in the ~~Los Angeles, Anaheim and Riverside~~Los Angeles-Long Beach-Anaheim, CA areas, as published by the United States Government Bureau of Labor Statistics~~.~~; and ~~A~~adjust each fee by said percentage amount and round off to the nearest 10 cents, provided, however, that no adjustment shall decrease any fee and no fee shall exceed the reasonable cost of providing services. When it is determined that the amount reasonably necessary to

recover the cost of providing services is in excess of this adjustment, the Building Official may present fee proposals to the Board of Supervisors for approval.

107.18 Fees — factory-built housing.

107.18.1 General.

The fees established by Section 107 for building permits and for plan checking shall be modified for "Factory-built Housing" as set forth in this sSection.

107.18.2 Definitions.

For the purpose of this Section, certain terms are defined as follows:

~~"Factory-built Housing"~~**FACTORY-BUILT HOUSING** shall mean structures which meet all of the following criteria: (1)~~fabrication on~~fabricated at an off-site location under the inspection of the State~~,~~ for which the state inspection agency has attested to compliance with the applicable State laws and regulations by the issuance of an insignia; (2) ~~the~~bearing the State insignia and which have not been modified since fabrication in a manner that would void the State approval; and (3) for which the County of Los Angeles has been relieved by statute of the responsibility for the enforcement of laws and regulations of the State of California or the County of Los Angeles.

~~"Unit"~~ **UNIT** shall mean a single factory-assembled component of the factory-built housing brought to the jobsite for connection to the foundation and/or connection to other units of the structure.

. . .

107.19 Fee exemption—affordable housing.

. . .

~~**NONPROFIT ORGANIZATION** is a corporation organized under the Nonprofit Public Benefit Corporation Law of the State of California (Corporations Code Section 5120, et seq.) and which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law as an exempt organization. A corporation or body organized for the private gain of any person shall not be deemed to be a nonprofit organization.~~

BUILDING FEE shall include plan check, permit, and inspection fees required by Titles 26, 27, 28, 29, 30, 31 and 33 of the Los Angeles County Code.

LOWER-INCOME HOUSEHOLDS shall be as defined in Section 50079.5 of the Health and Safety Code.

NONPROFIT ORGANIZATION is a corporation organized under the Nonprofit Public Benefit Corporation Law of the State of California (Corporations Code Section 5120 et seq.) and which qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. A corporation or body organized for the private gain of any person shall not be deemed to be a nonprofit organization.

VERY LOW-INCOME HOUSEHOLDS shall be as defined in Section 50105 of the Health and Safety Code.

. . .

SECTION 108 INSPECTIONS

108.1 General.

. . .

A site inspection may be required prior to plan check of building plans ~~for lots or parcels in areas having slopes of 5 horizontal to 1 vertical (5:1) or steeper~~ when the Building Official finds that a visual inspection of the site is necessary to establish drainage and/or grading requirements for the protection of property, existing buildings, or the proposed construction. The fee for such inspection shall be as set forth in Section 107.9. When approved by the Building Official, ~~S~~such a preinspection shall not be required for a building pad previously graded under the provisions of Appendix J.

108.4 Required Inspections.

. . .

108.4.6 Fire and smoke resistant penetrations.

Inspection shall be made after all protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers, and smoke partitions are installed, but prior to concealing the joints and penetrations.

. . .

108.7 Inspection Requests.

It shall be the duty of the permit holder to notify the Building Official that work authorized by a permit is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request ~~may~~shall be submitted in ~~writing or by telephone at the option of~~ a manner prescribed by the Building Official.

It shall be the duty of the person requesting any inspection required by this Code to provide access to, and means for, inspection of such work.

. . .

SECTION 109 USE AND OCCUPANCY

. . .

109.2 Change in Use.

Changes in the character or use of a building shall not be made except as specified in the Existing Building Code. When required by the Building Official, a new certificate of occupancy shall be issued in accordance with Section 109.3 where there is a change in a building's use, or a portion thereof, with no change in its occupancy classification.

. . .

SECTION 110 PROHIBITED USES OF BUILDING SITES

110.1 Flood hazard.

110.1.1 Buildings are not permitted in an area determined by the Building Official to be subject to flood hazard by reason of inundation, overflow, or erosion.

The placement of the building and other structures (including walls and fences) on the building site shall be such that water or mud flow will not be a hazard to the building or adjacent property, or obstruct a natural drainage course. Subject to the conditions of Section 110.1.2, this prohibition shall not apply when provision is made to eliminate such hazard to the satisfaction of the Building Official by providing adequate

drainage facilities by protective walls, suitable fill, raising the floor level of the building, a combination of these methods, or by other means. The Building Official, in the application of this Section for buildings, structures, and grading located in whole or in part in flood hazard areas, shall enforce, as a minimum, the current Federal Flood Plain Management Regulations defined in Title 44, Code of Federal Regulations, Section 60.3, and may require the applicant or property owner to provide the following information and/or comply with the following provisions:

. . .

110.2 Geotechnical Hazards.

. . .

110.2.3.5 When the proposed work involves the repair of a single-family residence or accessory structures where the cost of such repair exceeds 25 percent of the current market value of the existing building.

The scope of the repair work shall be subject to the approval of the Building Official. Before a permit may be issued pursuant to this Section, the owner shall do all of the following:

1. Submit an engineering geology and/or soils engineering report or reports that contain(s), at a minimum, a qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1 ~~of this Code~~.

. . .

110.2.3.6 When the proposed work involves the replacement of structures destroyed by causes other than landslide, settlement, or slippage, and the

permit applicant was the owner of the property at the time of the loss, their immediate heir(s), or their authorized representative, and the application for a permit under this Section is filed no later than ten (10) years following the date of the loss.

. . .

2. Submit an engineering geology and/or soils engineering report or reports that contain, at a minimum, a qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1, ~~of this Code~~ and that contain recommendations for enhancing the stability of the site.

. . .

110.2.3.7 When the proposed work involves a one-story, detached, light-framed structure not intended or used for human occupancy, such as a garage, carport, patio cover, deck or storage shed, accessory to a single-family residence not exceeding 400 square feet (37.2 m^2) in gross floor area nor 12 feet (3.69 m) in height. Before a permit may be issued pursuant to this Section, the owner shall do all of the following:

. . .

110.2.3.8 When the Building Official determines that the hazard from landslide, settlement, or slippage is based solely on the fact that the area has been identified as a potentially liquefiable area in a seismic hazard zone (pursuant to Public Resources Code Section 2690 et seq.) and a foundation investigation is performed in connection with the work in accordance with Section 1803 ~~of this Code~~.

. . .

110.2.3.10 When the proposed work involves the repair and restoration of a slope. Before a permit may be issued pursuant to this Section, the owner shall submit an engineering geology and/or soils engineering report or reports that contain(s) the following:

1. A description and analysis of the existing conditions, including the cause or causes of the failed slope.

2. Recommendations for the repair of the failed slope.

3. A qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1~~ of this Code~~.

. . .

110.3 Fills Containing Decomposable Material.

Permits shall not be issued for new buildings or enclosed structures, additions, or conversions of a building or structure to habitable or occupiable space regulated by this Code within ~~(~~1,000~~)~~ feet (304.8 m) of fills containing rubbish or other decomposable material unless the fill is isolated by approved natural or artificial protective systems or unless designed according to the recommendation contained in a report prepared by a registered design professional, such as a licensed civil engineer or a licensed petroleum engineer. Such report shall contain a description of the investigation, study, and recommendation to minimize the possible intrusion, and to prevent the accumulation of explosive concentrations of decomposition gases within or under enclosed portions of such building or structure. At the time of the final inspection, the ~~civil engineer~~registered design professional shall furnish a signed statement attesting that the building or

structure has been constructed in accordance with the ~~civil engineer's~~design professional's recommendations as to decomposition gases required herein.

Exception: When approved by the Building Official, mitigation of decomposition gases shall not be required for additions to single-family dwellings not exceeding 400 square feet (37.2 m^2) in gross floor area and/or alterations to single-family dwellings.

. . .

110.4 Methane Gas Hazards.

Permits shall not be issued for new buildings or enclosed structures, additions, or conversions of a building or structure to habitable or occupiable space regulated by this Code on, adjacent to, or within 300 feet (91.44 m) of active, abandoned or idle oil or gas well(s) unless designed according to recommendations contained in a report prepared by a registered design professional, such as a licensed civil engineer ~~and/~~or a licensed petroleum engineer, to evaluate whether such wells are being properly operated or maintained, or are abandoned. No permits shall be issued until documentation of proper operation, maintenance, ~~or~~ abandonment, or reabandonment is submitted to and approved by the Building Official.

Exceptions:

1. When approved by the Building Official, mitigation of methane gas hazards shall not be required for additions or alterations to existing buildings or structures located no closer than 200 feet (60.96 m) to active, abandoned, or idle oil or gas well(s).

2. Grading permits may be issued when the proposed work is necessary to mitigate the methane gas hazard.

As used in this Section, "well" shall mean any well as defined by Section 3008~~, Subdivisions (a), (b), and (c)~~ of the California Public Resources Code.

110.5 Contaminated soil hazards.

Permits shall not be issued for new buildings or enclosed structures, additions, or conversions of a building or structure to habitable or occupiable space regulated by this Code on contaminated soil unless designed according to recommendations contained in a report prepared by a registered design professional, such as a licensed civil engineer or licensed petroleum engineer. Such report shall contain a description of the design professional's investigation and recommendation to prevent the accumulation of hazardous concentrations of organic and inorganic compounds, gases, or other accumulation of hazardous material caused by contaminated soil within or under enclosed portions of such building or structure. At the time of the final inspection, the registered design professional shall furnish a signed statement attesting that the building or structure has been constructed in accordance with the engineer's recommendations to address the contaminated soil conditions.

As used in this Section, "contaminated soil" shall mean contaminated soil as defined by Title 14 of California Code Regulation Section 17361(b). "Contaminated soil" shall also include soil containing harmful concentrations of any additional organic or inorganic compounds that the Building Official determines to be hazardous or potentially hazardous.

110.~~5~~6 Conditional use.

. . .

SECTION 112 EARTHQUAKE FAULT MAPS

Earthquake Fault Zone Maps within the County of Los Angeles prepared under Sections 2622 and 2623 of the California Public Resources Code, which show traces of earthquake faults, are hereby declared to be, on the date of official issue, a part of this Code, and may be referred to elsewhere in this Code. Earthquake Fault Zone Maps revised under the above sections of the California Public Resources Code shall, on the date of their official issue, supersede previously issued maps, which they replace.

. . .

SECTION 113 EARTHQUAKE FAULTS

. . .

113.3 Definition.

For the purpose of this Section, a geologist shall be a professional geologist, licensed by the California ~~State~~ Board for Professional Engineers, Land Surveyors, and Geologists~~and Geophysicists~~ to practice geology in California.

. . .

TABLE 1-D
LANDSCAPE PERMIT FEES UP TO ONE ACRE

BASED ON AREA TO BE LANDSCAPED	FEE
~~2,~~500 - 7,500 ft^2 (~~232~~46.5 m^2 - 696.8 m^2)	$218.80
7,501 - 15,000 ft^2 (696.9 m^2 - 1393.5 m^2)	$328.20
15,001 - 30,000 ft^2 (1393.6 m^2 - 2787.1 m^2)	$655.90
30,001 ft^2 - 1 acre (2787.2 m^2 - 4046.9 m^2)	$801.80

TABLE 1-E
LANDSCAPE PLAN CHECK FEES UP TO ONE ACRE

BASED ON AREA TO BE LANDSCAPED	FEE
~~2,~~500 - 7,500 ft^2 (~~232~~46.5 m^2 - 696.8 m^2)	$1,805.50
7,501 - 15,000 ft^2 (696.9 m^2 - 1393.5 m^2)	$1,949.80
15,001 - 30,000 ft^2 (1393.6 m^2 - 2787.1 m^2)	$2,094.50
30,001 ft^2 - 1 acre (2787.2 m^2 - 4046.9 m^2)	$2,384.80

TABLE 1-F
CODE ENFORCEMENT FEES

SERVICE	FEE
1 - Investigation and Processing	$376.10
2 - Preparation of job specifications	$503.60
3 - ~~Board of Supervisors or City Council approval~~Reserved	~~$255.60~~
4 - Contract cancellation	$262.60
5 - Contract performance inspection	$201.20
6 - For processing a 45-day letter	$509.90
7 - For processing a Notice of Violation	$405.20
8 - For processing a Rescission of Notice of Violation	$348.60
9 - Billing	$150.30
10 -Record Lien	$150.30
11 -Filing of Special Assessment	$254.80

SECTION 3. Section 202 is hereby amended to read as follows:

. . .

INTERMODAL SHIPPING CONTAINER. A six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials.

. . .

SECTION 4. Section 701A.1 is hereby amended to read as follows:

701A.1 Scope.

This ~~c~~Chapter applies to building materials, systems, and/or assemblies used in the exterior design and construction of new buildings~~ located~~, and to additions,

alterations, or repairs made to existing buildings, erected, constructed, or moved within a Wildland-Urban Interface Fire Area as defined in Section 702A.

SECTION 5. Section 701A.3 is hereby amended to read as follows:

701A.3 Application.

New buildings, and any additions, alterations, or repairs made to existing buildings located in or moved within any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland-Urban Interface Fire Area designated by the ~~enforcing agency~~Los Angeles County Fire Department, that is constructed after the application date shall comply with the provisions of this ~~c~~Chapter.

Exceptions:

. . .

4. Reserved.~~Additions to and remodels of buildings originally constructed prior to the applicable application date.~~

SECTION 6. Section 701A.3.1 is hereby amended to read as follows:

701A.3.1 Application date and where required.

New buildings for which an application for a building permit is submitted on or after July 1, 2008, and any additions, alterations, or repairs made to existing buildings for which an application for a building permit is submitted on or after January 1, 2020, located in any Fire Hazard Severity Zone or Wildland–Urban Interface Fire Area shall comply with all sections of this ~~c~~Chapter, including all of the following areas:

. . .

Exceptions:

1. ~~New b~~Buildings located in any Fire Hazard Severity Zone within State Responsibility Areas, for which an application for a building permit is submitted on or after January 1, 2008, shall comply with all sections of this ~~c~~Chapter.

2. ~~New b~~Buildings located in any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland–Urban Interface Fire Area designated by cities and other local agencies for which an application for a building permit is submitted on or after December 1, 2005, but prior to July 1, 2008, shall only comply with the following sections of this ~~c~~Chapter:

. . .

SECTION 7. Section 701A.3.2 is hereby amended to read as follows:

701A.3.2 Application to accessory buildings and miscellaneous structures.

~~New a~~Accessory buildings and miscellaneous structures, including additions, alterations, or repairs, as specified in Section 710A shall comply only with the requirements of that ~~s~~Section.

SECTION 8. Section 701A.4 is hereby amended to read as follows:

701A.4 Inspection and certification.

Building permit applications and final completion approvals for buildings within the scope and application of this ~~c~~Chapter shall comply with the following:

1. Building permit issuance. The ~~local b~~Building ~~o~~Official shall, prior to construction, provide the owner or applicant a certification that the building as proposed

to be built complies with all applicable state and local building standards, including those for materials and construction methods for wildfire exposure as described in this ~~c~~Chapter. Issuance of a building permit by the ~~local b~~Building ~~o~~Official for the proposed building shall be considered as complying with this ~~s~~Section.

2. Building permit final. The ~~local b~~Building ~~o~~Official shall, upon completion of construction, provide the owner or applicant with a copy of the final inspection report that demonstrates the building was constructed in compliance with all applicable state and local building standards, including those for materials and construction methods for wildfire exposure as described in this ~~c~~Chapter. Issuance of a certificate of occupancy by the ~~local b~~Building ~~o~~Official for the proposed building shall be considered as complying with this ~~s~~Section.

SECTION 9. Section 702A is hereby amended to read as follows:

702A **DEFINITIONS**

. . .

FIRE PROTECTION PLAN is a document prepared for a specific project or development proposed for a Wildland-Urban Interface Fire Area. It describes ways to minimize and mitigate potential for loss from wildfire exposure.

The Fire Protection Plan shall be in accordance with this ~~c~~Chapter and ~~the California~~Title 32 – Fire Code – of the Los Angeles County Code, Chapter 49. When required by the enforcing agency for the purposes of granting modifications, a fire protection plan shall be submitted. ~~Only locally adopted ordinances that have been filed with the California Building Standards Commission or the Department of Housing and~~

~~Community Development in accordance with Section 1.1.8 shall apply.~~

FIRE HAZARD SEVERITY ZONES are geographical areas designated pursuant to California Public Resources Codes Sections 4201 through 4204 and classified as Very High, High, or Moderate in State Responsibility Areas or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to California Government Code Sections 51175 through 51189. See ~~California~~Title 32 – Fire Code – of the Los Angeles County Code, Chapter 49.

. . .

WILDLAND-URBAN INTERFACE FIRE AREA is a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, or other areas designated by the ~~enforcing agency~~Los Angeles County Fire Department to be at a significant risk from wildfires.

SECTION 10. Section 703A.2 is hereby amended to read as follows:

703A.2 Qualification by testing.

Material and material assemblies tested in accordance with the requirements of Section 703A shall be accepted for use when the results and conditions of those tests are met. Product evaluation testing of material and material assemblies shall be approved or listed by the State Fire Marshal, the Building Official, or identified in a current report issued by an approved agency.

SECTION 11. Section 703A.3 is hereby amended to read as follows:

703A.3 Approved agency.

Product evaluation testing shall be performed by an approved agency as defined in Section 1702. The scope of accreditation for the approved agency shall include building product compliance with this ~~c~~Code.

SECTION 12. Section 703A.5.2 is hereby amended to read as follows:

703A.5.2 Weathering.

Fire-retardant-treated wood ~~and fire-retardant-treated wood shingles and shakes~~ shall meet the fire test performance requirements of this ~~c~~Chapter after being subjected to the weathering conditions contained in the following standards, as applicable to the materials and the conditions of use.

SECTION 13. Section 703A.5.2.2 is hereby deleted in its entirety.

~~**703A.5.2.2 Fire-retardant-treated wood shingles and shakes.**~~

~~Fire-retardant-treated wood shingles and shakes shall be approved and listed by the State Fire Marshal in accordance with Section 208(c), Title 19 California Code of Regulations.~~

SECTION 14. Section 703A.6 is hereby amended to read as follows:

703A.6 Alternates for materials, design, tests, and methods of construction.

The enforcing agency is permitted to modify the provisions of this ~~c~~Chapter for site-specific conditions in accordance with Chapter 1, Section ~~1.11.2.4~~104.2.7. When required by the ~~enforcing agency~~Building Official for the purposes of granting

modifications, a fire protection plan shall be submitted in accordance with ~~the California~~Title 32 – Fire Code – of the Los Angeles County Code, Chapter 49.

SECTION 15. Section 704A.4 is hereby amended to read as follows:

704A.4 Alternative methods for determining ignition-resistant material.

. . .

~~3. Fire-retardant-treated wood shingles and shakes. Fire-retardant-treated wood shingles and shakes, as defined in section 1505.6 and listed by State Fire Marshal for use as "Class B" roof covering, shall be accepted as an Ignition-resistant wall covering material when installed over solid sheathing.~~

SECTION 16. Section 705A.2 is hereby amended to read as follows:

705A.2 Roof coverings.

Roof coverings shall be Class A as specified in Section 1505.2. Where the roof profile allows a space between the roof covering and roof decking, the spaces shall be constructed to prevent the intrusion of flames and embers, be firestopped with approved materials or have one layer of minimum 72 pound (32.4 kg) mineral-surfaced non-perforated cap sheet complying with ASTM D3909 installed over the combustible decking. Wood shingles and wood shakes are prohibited in any Fire Hazard Severity Zones regardless of classification.

SECTION 17. Section 706A.3 is hereby amended to read as follows:

706A.3 Ventilation openings on the underside of eaves and cornices.

. . .

Exceptions:

. . .

2. The ~~enforcing agency~~Building Official shall be permitted to accept or approve special eave and cornice vents that resist the intrusion of flame and burning embers.

. . .

SECTION 18. Section 710A.3 is hereby amended to read as follows:

710A.3 Where required.

No requirements shall apply to accessory buildings or miscellaneous structures when located at least 50 feet from an applicable building. Applicable accessory buildings and attached miscellaneous structures, or detached miscellaneous structures that are installed at a distance of less than 3 feet from an applicable building, shall comply with this ~~s~~Section. When required by the ~~enforcing agency~~Building Official, detached miscellaneous structures that are installed at a distance of more than 3 feet but less than 50 feet from an applicable building shall comply with the requirements of this ~~s~~Section.

SECTION 19. Section 710A.3.3 is hereby amended to read as follows:

710A.3.3 Detached miscellaneous structure requirements.

When required by the ~~enforcing agency~~Building Official, applicable detached miscellaneous structures that are installed at a distance of more than 3 feet but less than 50 feet from an applicable building shall be constructed of noncombustible

materials or of ignition-resistant materials as described in Section 704A.2.

SECTION 20. Section 1030.1.1 is hereby amended to read as follows:

1030.1.1 Operational constraints and opening control devices.

. . .

Where security bars (burglar bars) are installed on emergency egress and rescue windows or doors, ~~on or after July 1, 2000,~~ such devices shall comply with California Building Standards Code, Part 12, Chapter 12-3 and other applicable provisions of Part 2.

. . .

SECTION 21. Section 1507.3.1 is hereby amended to read as follows:

1507.3.1 Deck requirements.

Concrete and clay tile shall be installed only over solid sheathing ~~or spaced structural sheathing boards~~.

SECTION 22. Table 1507.3.7 is hereby amended to read as follows:

TABLE 1507.3.7
CLAY AND CONCRETE TILE ATTACHMENT [a, b, c]

GENERAL – CLAY OR CONCRETE ROOF TILE				
Maximum Allowable Stress Design Wind Speed, V_{asd} [f] (mph)	**Mean roof height (feet)**	**Roof slope <3:12**	**Roof slope 3:12 and over**	
85	0 - 60	*Minimum slope: 2.5:12* ~~One fastener per tile. Flat tile without vertical laps,~~ Ttwo fasteners per tile.	Two fasteners per tile. ~~Only one fastener on slopes of 7:12 and less for tiles with installed weight exceeding 7.5 lbs/sq. ft. having a width no greater than 16 inches.~~	
100	0 - 40			
. . .	. . .	. . .		
INTERLOCKING CLAY OR CONCRETE ROOF TILE WITH PROJECTING ANCHOR LUGS [d, e] (Installations on ~~spaced~~/solid sheathing with battens ~~or spaced sheathing~~)				
Maximum	**Mean roof**	**Roof slope <5:12**	**Roof slope**	**Roof slope**

Allowable Stress Design Wind Speed, V_{asd}[f] (mph)	height (feet)		5:12<12:12	12:12 and over
85	0 - 60	~~Fasteners are not required. Tiles with installed weight less than 9 lbs/sq. ft. require not fewer than~~Minimum slope is 4:12. Oone fastener per tile.	One fastener per tile ~~every other row. All perimeter tiles require one fastener~~. Tiles with installed weight less than 9 lbs/sq.ft. require not fewer than one fastener per tile.	One fastener required for every tile. Tiles with installed weight less than 9 lbs./sq. ft. require not fewer than one fastener per tile.
100	0 - 40			
. . .	. . .	. . .		
INTERLOCKING CLAY OR CONCRETE ROOF TILE WITH PROJECTING ANCHOR LUGS (Installations on solid sheathing without battens)				
Maximum Allowable Stress Design Wind Speed, V_{asd}[f] (mph)	**Mean roof height (feet)**	**~~All~~ Minimum roof slopes 4 units vertical in 12 units horizontal Maximum slope 7 units vertical in 12 units horizontal**		
. . .	. . .	. . .		

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s, 1 pound per square foot = 4.882 kg/m^2.

[a] Minimum fastener size. Hot dipped galvanized ring shank or other ~~C~~corrosion-resistant nails not less than No. 11 gage with $^5/_{16}$-inch head. Fasteners shall be long enough to penetrate into the sheathing ¾ inch or through the thickness of the sheathing, whichever is less. Attaching wire for clay and concrete tile shall not be smaller than 0.083 inch and shall be copper, brass, or stainless steel.

. . .

SECTION 23. Section 1613.5 is hereby added to read as follows:

1613.5 Modifications to ASCE 7.

The text of ASCE 7 shall be modified as indicated in Sections 1613.5.1 through 1613.5.3.

1613.5.1 ASCE 7, 12.12.3.1, Exception 3.

Modify ASCE 7, Section 12.2.3.1, Exception 3, to read as follows:

3. Detached one- and two-family dwellings up to two stories in height of light frame construction.

1613.5.2 ASCE 7, Section 12.11.2.2.3.

Modify ASCE 7, Section 12.11.2.2.3, to read as follows:

12.11.2.2.3 Wood diaphragms.

The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 4.1.5.1 and this sSection. Continuous ties required by this sSection shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal, nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this Section.

For structures assigned to Seismic Design Category D, E, or F, wood diaphragms supporting concrete or masonry walls shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form subdiaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the subdiaphragm shall not exceed 75 percent of the maximum diaphragm shear.

1613.5.3 ASCE 7, 12.12.3.

Modify ASCE 7 Equation 12.12-1 of Section 12.12.3 to read as follows:

$$\delta_M = \frac{C_d \delta_{max}}{I_e}$$

(Equation 12.12-1)

SECTION 24. Section 1613.6 is hereby added to read as follows:

1613.6 Seismic design provisions for hillside buildings.

1613.6.1 Purpose.

The purpose of this Section is to establish minimum regulations for the design and construction of new buildings and additions to existing buildings when constructing such buildings on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent). These regulations establish minimum standards for seismic force resistance to reduce the risk of injury or loss of life in the event of earthquakes.

1613.6.2 Scope.

The provisions of this Section shall apply to the design of the lateral-force-resisting system for hillside buildings at and below the base level diaphragm. The design of the lateral-force-resisting system above the base level diaphragm shall be in accordance with the provisions for seismic and wind design as required elsewhere in this Chapter.

Exceptions:

1. Non-habitable accessory buildings and decks not supporting or supported from the main building are exempt from these regulations.

2. Additions to existing buildings that do not exceed 10 percent of the existing floor area provided that the addition is being supported completely by the existing foundation.

1613.6.3 Definitions.

For the purposes of this Section certain terms are defined as follows:

BASE LEVEL DIAPHRAGM is the floor at, or closest to, the top of the highest level of the foundation.

DIAPHRAGM ANCHORS are assemblies that connect a diaphragm to the adjacent foundation at the uphill diaphragm edge.

DOWNHILL DIRECTION is the descending direction of the slope approximately perpendicular to the slope contours.

FOUNDATION is concrete or masonry that supports a building, including footings, stem walls, retaining walls, and grade beams.

FOUNDATION EXTENDING IN THE DOWNHILL DIRECTION is a foundation running downhill and approximately perpendicular to the uphill foundation.

HILLSIDE BUILDING is any building or portion thereof constructed on or into a slope steeper than one unit vertical in three units horizontal (33.3 percent). If only a portion of the building is supported on or into the slope, these regulations apply to the entire building.

PRIMARY ANCHORS are diaphragm anchors designed for and providing a direct connection as described in Sections 1613.6.5 and 1613.6.7.3 between the diaphragm and the uphill foundation.

SECONDARY ANCHORS are diaphragm anchors designed for and providing a redundant diaphragm to foundation connection, as described in Sections 1613.6.6 and 1613.6.7.4.

UPHILL DIAPHRAGM EDGE is the edge of the diaphragm adjacent and closest to the highest ground level at the perimeter of the diaphragm.

UPHILL FOUNDATION is the foundation parallel and closest to the uphill diaphragm edge.

1613.6.4 Analysis and design.

1613.6.4.1 General.

Every hillside building within the scope of this Section shall be analyzed, designed, and constructed in accordance with the provisions of this Chapter. When the code-prescribed wind design produces greater effects, the wind design shall govern, but detailing requirements and limitations prescribed in this Section and all referenced Sections shall be followed.

1613.6.4.2 Base level diaphragm-downhill direction.

The following provisions shall apply to the seismic analysis and design of the connections for the base level diaphragm in the downhill direction.

1613.6.4.2.1 Base for lateral force design defined.

For seismic forces acting in the downhill direction, the base of the building shall be the floor at, or closest to, the top of the highest level of the foundation.

1613.6.4.2.2 Base shear.

In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems. The total base shear shall include the forces tributary to the base level diaphragm, including forces from the base level diaphragm.

1613.6.5 Base shear resistance for primary anchors.

1613.6.5.1 General.

The base shear in the downhill direction shall be resisted through primary anchors from diaphragm struts provided in the base level diaphragm to the foundation.

1613.6.5.2 Location of primary anchors.

A primary anchor and diaphragm strut shall be provided in line with each foundation extending in the downhill direction. Primary anchors and diaphragm struts shall also be provided where interior vertical lateral-force-resisting elements occur above and in contact with the base level diaphragm. The spacing of primary anchors and diaphragm struts or collectors shall in no case exceed 30 feet (9,144 mm).

1613.6.5.3 Design of primary anchors and diaphragm struts.

Primary anchors and diaphragm struts shall be designed in accordance with the requirements of Section 1613.6.8.

1613.6.5.4 Limitations.

The following lateral-force-resisting elements shall not be designed to resist seismic forces below the base level diaphragm in the downhill direction:

1. Wood structural panel wall sheathing;

2. Cement plaster and lath;

3. Gypsum wallboard; and

4. Tension-only braced frames.

Braced frames designed in accordance with the requirements of Section 2205.2.2 may be used to transfer forces from the primary anchors and diaphragm struts to the foundation provided lateral forces do not induce flexural stresses in any member of the frame or in the diaphragm struts. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.6.6 Base shear resistance for secondary anchors.

1613.6.6.1 General.

In addition to the primary anchors required by Section 1613.6.5, the base shear in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in the base level diaphragm.

Exception: Secondary anchors are not required where foundations extending in the downhill direction spaced at not more than 30 feet (9,144 mm) on center extend up to and are directly connected to the base level diaphragm for at least 70 percent of the diaphragm depth.

1613.6.6.2 Secondary anchor capacity and spacing.

Secondary anchors at the base level diaphragm shall be designed for a minimum force equal to the base shear, including forces tributary to the base level diaphragm, but not less than 600 pounds per lineal foot (8.76 kN/m). The secondary anchors shall be

uniformly distributed along the uphill diaphragm edge and shall be spaced at a maximum of four feet (1,219 mm) on center.

1613.6.6.3 Design.

Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.6.8.

1613.6.7 Diaphragms below the base level for downhill direction.

The following provisions shall apply to the lateral analysis and design of the connections for all diaphragms below the base level diaphragm in the downhill direction.

1613.6.7.1 Diaphragm defined.

Every floor level below the base level diaphragm shall be designed as a diaphragm.

1613.6.7.2 Design force.

Each diaphragm below the base level diaphragm shall be designed for all tributary loads at that level using a minimum seismic force factor not less than the base shear coefficient.

1613.6.7.3 Design force-resistance for primary anchors.

The design force described in Section 1613.5.7.2 shall be resisted through primary anchors from diaphragm struts provided in each diaphragm to the foundation. Primary anchors shall be provided and designed in accordance with the requirements and limitations of Section 1613.5.5.

1613.6.7.4 Design force-resistance for secondary anchors.

1613.6.7.4.1 General.

In addition to the primary anchors required in Section 1613.5.7.3, the design force in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in each diaphragm below the base level.

Exception: Secondary anchors are not required where foundations extending in the downhill direction, spaced at not more than 30 feet (9,144 mm) on center, extend up to and are directly connected to each diaphragm below the base level for at least 70 percent of the diaphragm depth.

1613.6.7.4.2 Secondary anchor capacity.

Secondary anchors at each diaphragm below the base level diaphragm shall be designed for a minimum force equal to the design force but not less than 300 pounds per lineal foot (4.38 kN/m). The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced at a maximum of four feet (1,219 mm) on center.

1613.6.7.4.3 Design.

Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.6.8.

1613.6.8 Primary and secondary anchorage and diaphragm strut design.

Primary and secondary anchors and diaphragm struts shall be designed in accordance with the following provisions:

1. Fasteners. All bolted fasteners used to develop connections to wood members shall be provided with square plate washers at all bolt heads and nuts. Washers shall be minimum 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Nuts shall be tightened to finger tight plus one-half (1/2) wrench turn prior to covering the framing.

2. Fastening. The diaphragm to foundation anchorage shall not be accomplished by the use of toenailing, nails subject to withdrawal, or wood in cross-grain bending or cross-grain tension.

3. Size of Wood Members. Wood diaphragm struts, collectors, and other wood members connected to primary anchors shall not be less than three-inch (76 mm) nominal width. The effects of eccentricity on wood members shall be evaluated as required per Item 9.

4. Design. Primary and secondary anchorage, including diaphragm struts, splices, and collectors shall be designed for 125 percent of the tributary force.

5. Allowable Stress Increase. The one-third allowable stress increase permitted under Section 1605.3.2 shall not be taken when the working (allowable) stress design method is used.

6. Steel Element of Structural Wall Anchorage System. The strength design forces for steel elements of the structural wall anchorage system, with the exception of anchor bolts and reinforcing steel, shall be increased by 1.4 times the forces otherwise required.

7. Primary Anchors. The load path for primary anchors and diaphragm struts shall be fully developed into the diaphragm and into the foundation. The foundation must be shown to be adequate to resist the concentrated loads from the primary anchors.

8. Secondary Anchors. The load path for secondary anchors and diaphragm struts shall be fully developed in the diaphragm but need not be developed beyond the connection to the foundation.

9. Symmetry. All lateral force foundation anchorage and diaphragm strut connections shall be symmetrical. Eccentric connections may be permitted when demonstrated by calculation or tests that all components of force have been provided for in the structural analysis or tests.

10. Wood Ledgers. Wood ledgers shall not be used to resist cross-grain bending or cross-grain tension.

1613.6.9 Lateral-force-resisting elements normal to the downhill direction.

1613.6.9.1 General.

In the direction normal to the downhill direction, lateral-force-resisting elements shall be designed in accordance with the requirements of this Section.

1613.6.9.2 Base shear.

In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems.

1613.6.9.3 Vertical distribution of seismic forces.

For seismic forces acting normal to the downhill direction the distribution of seismic forces over the height of the building using Section 12.8.3 of ASCE 7 shall be determined using the height measured from the top of the lowest level of the building foundation.

1613.6.9.4 Drift limitations.

The story drift below the base level diaphragm shall not exceed 0.007 times the story height at strength design force level. The total drift from the base level diaphragm to the top of the foundation shall not exceed 3/4 inch (19 mm). Where the story height or the height from the base level diaphragm to the top of the foundation varies because of a stepped footing or story offset, the height shall be measured from the average height of the top of the foundation. The story drift shall not be reduced by the effect of horizontal diaphragm stiffness.

1613.6.9.5 Distribution of lateral forces.

1613.6.9.5.1 General.

The design lateral force shall be distributed to lateral-force-resisting elements of varying heights in accordance with the stiffness of each individual element.

1613.6.9.5.2 Wood structural panel sheathed walls.

The stiffness of a stepped wood structural panel shear wall may be determined by dividing the wall into adjacent rectangular elements, subject to the same top of wall deflection. Deflections of shear walls may be estimated by AWC SDPWS Section 4.3.2. Sheathing and fastening requirements for the stiffest section shall be used for the entire

wall. Each section of wall shall be anchored for shear and uplift at each step. The minimum horizontal length of a step shall be 8 feet (2438 mm) and the maximum vertical height of a step shall be 2 feet, 8 inches (813 mm).

1613.6.9.5.3 Reinforced concrete or masonry shear walls.

Reinforced concrete or masonry shear walls shall have forces distributed in proportion to the rigidity of each section of the wall.

1613.6.9.6 Limitations.

The following lateral force-resisting-elements shall not be designed to resist lateral forces below the base level diaphragm in the direction normal to the downhill direction:

1. Cement plaster and lath;
2. Gypsum wallboard; and
3. Tension-only braced frames.

Braced frames designed in accordance with the requirements of Section 2205.2.1.2 of this Code may be designed as lateral-force-resisting elements in the direction normal to the downhill direction, provided lateral forces do not induce flexural stresses in any member of the frame. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.6.10 Specific design provisions.

1613.6.10.1 Footings and grade beams.

All footings and grade beams shall comply with the following:

1. Grade beams shall extend at least 12 inches (305 mm) below the lowest adjacent grade and provide a minimum 24-inch (610 mm) distance horizontally from the bottom outside face of the grade beam to the face of the descending slope.

2. Continuous footings shall be reinforced with at least two No. 4 reinforcing bars at the top and two No. 4 reinforcing bars at the bottom.

3. All main footing and grade beam reinforcement steel shall be bent into the intersecting footing and fully developed around each corner and intersection.

4. All concrete stem walls shall extend from the foundation and be reinforced as required for concrete or masonry walls.

1613.6.10.2 Protection against decay and termites.

All wood to earth separation shall comply with the following:

1. Where a footing or grade beam extends across a descending slope, the stem wall, grade beam, or footing shall extend up to a minimum 18 inches (457 mm) above the highest adjacent grade.

Exception: At paved garage and doorway entrances to the building, the stem wall need only extend to the finished concrete slab, provided the wood framing is protected with a moisture proof barrier.

2. Wood ledgers supporting a vertical load of more than 100 pounds per lineal foot (1.46 kN/m) based on Allowable Stress Design (ASD) levels and located within 48 inches (1219 mm) of adjacent grade are prohibited. Galvanized steel ledgers and anchor bolts, with or without wood nailers, or treated or decay resistant sill plates supported on a concrete or masonry seat, may be used.

1613.6.10.3 Sill plates.

All sill plates and anchorage shall comply with the following:

1. All wood framed walls, including nonbearing walls, when resting on a footing, foundation, or grade beam stem wall, shall be supported on wood sill plates bearing on a level surface.

2. Power-driven fasteners shall not be used to anchor sill plates except at interior nonbearing walls not designed as shear walls.

1613.6.10.4 Column base plate anchorage.

The base of isolated wood posts (not framed into a stud wall) supporting a vertical load of 4000 pounds (17.8 kN) or more based on ASD levels, and the base plate for a steel column shall comply with the following:

1. When the post or column is supported on a pedestal extending above the top of a footing or grade beam, the pedestal shall be designed and reinforced as required for concrete or masonry columns. The pedestal shall be reinforced with a minimum of four No. 4 bars extending to the bottom of the footing or grade beam. The top of exterior pedestals shall be sloped for positive drainage.

2. The base plate anchor bolts or the embedded portion of the post base, and the vertical reinforcing bars for the pedestal, shall be confined with two No. 4 or three No. 3 ties within the top five inches (127 mm) of the concrete or masonry pedestal. The base plate anchor bolts shall be embedded a minimum of 20 bolt diameters into the concrete or masonry pedestal. The base plate anchor bolts and post bases shall be galvanized and each anchor bolt shall have at least two galvanized nuts

above the base plate.

1613.6.10.5 Steel beam to column supports.

All steel beam to column supports shall be positively braced in each direction. Steel beams shall have stiffener plates installed on each side of the beam web at the column. The stiffener plates shall be welded to each beam flange and the beam web. Each brace connection or structural member shall consist of at least two 5/8 inch (15.9 mm) diameter machine bolts.

SECTION 25. Section 1613.7 is hereby added to read as follows:

1613.7 Suspended ceilings.

Minimum design and installation standards for suspended ceilings shall be determined in accordance with the requirements of Section 2506.2.1 and this Section.

1613.7.1 Scope.

This part contains special requirements for suspended ceilings and lighting systems. Provisions of Section 13.5.6 of ASCE 7 shall apply except as modified herein.

1613.7.2 General.

The suspended ceilings and lighting systems shall be limited to 6 feet (1828 mm) below the structural deck unless the lateral bracing is designed by a licensed engineer or architect.

1613.7.3 Sprinkler heads.

All sprinkler heads (drops) except fire-resistance-rated floor/ceiling or roof/ceiling assemblies, shall be designed to allow for free movement of the sprinkler pipes with oversize rings, sleeves or adaptors through the ceiling tile. Sprinkler heads and other

penetrations shall have a 2-inch (50mm) oversize ring, sleeve, or adapter through the ceiling tile to allow for free movement of at least 1 inch (25mm) in all horizontal directions. Alternatively, a swing joint that can accommodate 1 inch (25 mm) of ceiling movement in all horizontal directions is permitted to be provided at the top of the sprinkler head extension.

Sprinkler heads penetrating fire-resistance-rated floor/ceiling or roof/ceiling assemblies shall comply with Section 714.

1613.7.4 Special requirements for means of egress.

Suspended ceiling assemblies located along means of egress serving an occupant load of 30 or more shall comply with the following provisions.

1613.7.4.1 General.

Ceiling suspension systems shall be connected and braced with vertical hangers attached directly to the structural deck along the means of egress serving an occupant load of 30 or more and at lobbies accessory to Group A Occupancies. Spacing of vertical hangers shall not exceed 2 feet (610 mm) on center along the entire length of the suspended ceiling assembly located along the means of egress or at the lobby.

1613.7.4.2 Assembly device.

All lay-in panels shall be secured to the suspension ceiling assembly with two hold-down clips minimum for each tile within a 4-foot (1219 mm) radius of the exit lights and exit signs.

1613.7.4.3 Emergency systems.

Independent supports and braces shall be provided for light fixtures required for

exit illumination. Power supply for exit illumination shall comply with the requirements of Section 1008.3.

1613.7.4.4 Supports for appendages.

Separate support from the structural deck shall be provided for all appendages such as light fixtures, air diffusers, exit signs, and similar elements.

SECTION 26. Section 1704.2.3 is hereby amended to read as follows:

1704.2.3 Statement of special inspections.

The applicant shall submit a statement of special inspections in accordance with Section 106.4~~107.1, *Chapter 1, Division II*~~, as a condition for permit issuance. This statement shall be in accordance with Section 1704.3.

. . .

SECTION 27. Section 1704.6 is hereby amended to read as follows:

1704.6 Structural observations.

Where required by the provisions of Section 1704.6.1, 1704.6.2, or 1704.6.3, the owner or the owner's authorized agent shall employ a ~~registered design professional~~structural observer to perform structural observations. Structural observation does not include or waive the responsibility for the inspections in Section ~~110~~108 or the special inspections in Section 1705 or other sections of this ~~c~~Code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or

2. A registered design professional designated by the registered design professional responsible for the structural design.

Prior to the commencement of observations, the structural observer shall submit to the ~~b~~Building ~~o~~Official a written statement identifying the frequency and extent of structural observations.

~~At the conclusion of the work included in the permit, the structural observer shall submit to the building official a written statement that the site visits have been made and identify any reported deficiencies that, to the best of the structural observer's knowledge, have not been resolved.~~

The owner or owner's authorized agent shall coordinate and call a preconstruction meeting between the structural observer, contractors, affected subcontractors, and special inspectors. The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load resisting systems of the structure and to review scheduling of the required observations. A record of the meeting shall be included in the report submitted to the Building Official.

Observed deficiencies shall be reported in writing to the owner or owner's authorized agent, special inspector, contractor, and the Building Official. Upon the form prescribed by the Building Official, the structural observer shall submit to the Building Official a written statement at each significant construction stage stating that the site visits have been made and identifying any reported deficiencies which, to the best of the structural observer's knowledge, have not been resolved. A final report by the structural observer, which states that all observed deficiencies have been resolved, is required before acceptance of the work by the Building Official.

SECTION 28. Section 1704.6.2 is hereby amended to read as follows:

1704.6.2 Structural observations for seismic resistance.

. . .

2. The structure ~~is assigned to Seismic Design Category E,~~ is classified as Risk Category I or II, and ~~is greater than two stories one stories above grade plane~~a lateral design is required for the structure or portion thereof.

Exception: One-story wood framed Group R-3 and Group U Occupancies less than 2,000 square feet in area, provided the adjacent grade is not steeper than 1 unit vertical in 10 units horizontal (10 percent sloped), assigned to Seismic Design Category D.

SECTION 29. Section 1705.3 is hereby amended to read as follows:

1705.3 Concrete Construction.

Special inspections and tests of concrete construction shall be performed in accordance with this ~~s~~Section and Table 1705.3.

Exception: Special inspections and tests shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock where the structural design of the footing is based on a specified compressive strength (f'c) not greater than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.

. . .

~~4. Concrete foundation walls constructed in accordance with Table~~

~~1807.1.6.2.~~

~~5~~4. Concrete patios, ~~driveways~~ and sidewalks, on grade.

SECTION 30. Section 1705.12 is hereby amended to read as follows:

1705.12 Special inspections for seismic resistance.

. . .

Exception: The special inspections specified in Sections 1705.12.1 through 1705.12.9 are not required for structures designed and constructed in accordance with one of the following:

. . .

3. The structure is a detached one- or two-family dwelling not exceeding two stories above grade plane, provided the structure is not assigned to Seismic Design Category D, E, or F and does not have any of the following horizontal or vertical irregularities in accordance with Section 12.3 of ASCE 7:

. . .

SECTION 31. Section 1807.1.4 is hereby amended to read as follows:

1807.1.4 Permanent wood foundations systems.

Permanent wood foundation systems shall be designed and installed in accordance with AWC PWF. Lumber and plywood shall be preservative-treated in accordance with AWPA U1 (Commodity Specification A, Special Requirement 4.2), and shall be identified in accordance with Section 2303.1.9.1. Permanent wood foundation systems shall not be used for structures assigned to Seismic Design Category D, E, or F.

SECTION 32. Section 1807.1.6 is hereby amended to read as follows:

1807.1.6 Prescriptive design of concrete and masonry foundation walls.

Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this ~~s~~Section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E, or F.

SECTION 33. Section 1807.2 is hereby amended to read as follows:

1807.2 Retaining walls.

Retaining walls shall be designed in accordance with Section 1807.2.1 through 1807.2.3. Retaining walls assigned to Seismic Design Category D, E, or F shall not be partially or wholly constructed of wood.

SECTION 34. Section 1807.3.1 is hereby amended to read as follows:

1807.3.1 Limitations.

The design procedures outlined in this ~~s~~Section are subject to the following limitations:

1. The frictional resistance for structural walls and slabs on silts and clays shall be limited to one-half of the normal force imposed on the soils by the weight of the fooling or slab.

2. Posts embedded in earth shall not be used to provide lateral support for structural or nonstructural materials such as plaster, masonry or concrete unless bracing is provided that develops the limited deflection required.

Wood poles shall be treated in accordance with AWPA U1 for sawn timber posts (Commodity Specification A, Use Category 4B) and for round timber posts (Commodity Specification B, Use Category 4B). Wood poles and posts embedded in direct contact with soil shall not be used for structures assigned to Seismic Design Category D, E, or F.

Wood poles and posts embedded in accordance with Methods 2 and 3 of Section 1807.3.3 shall not be permitted for structures assigned to Seismic Design Category D, E, or F, except when used to support nonhabitable, nonoccupiable structures such as fences when approved by the Building Official.

SECTION 35. Section 1809.3 is hereby amended to read as follows:

1809.3 Stepped footings.

. . .

For structures assigned to Seismic Design Category D, E, or F, the stepping requirement shall also apply to the top surface of continuous footings supporting walls. Footings shall be reinforced with four No. 4 reinforcing bars. Two bars shall be located at the top and bottom of the footings as shown in Figure 1809.3.

SECTION 36. Figure 1809.3 is hereby added to read as follows:

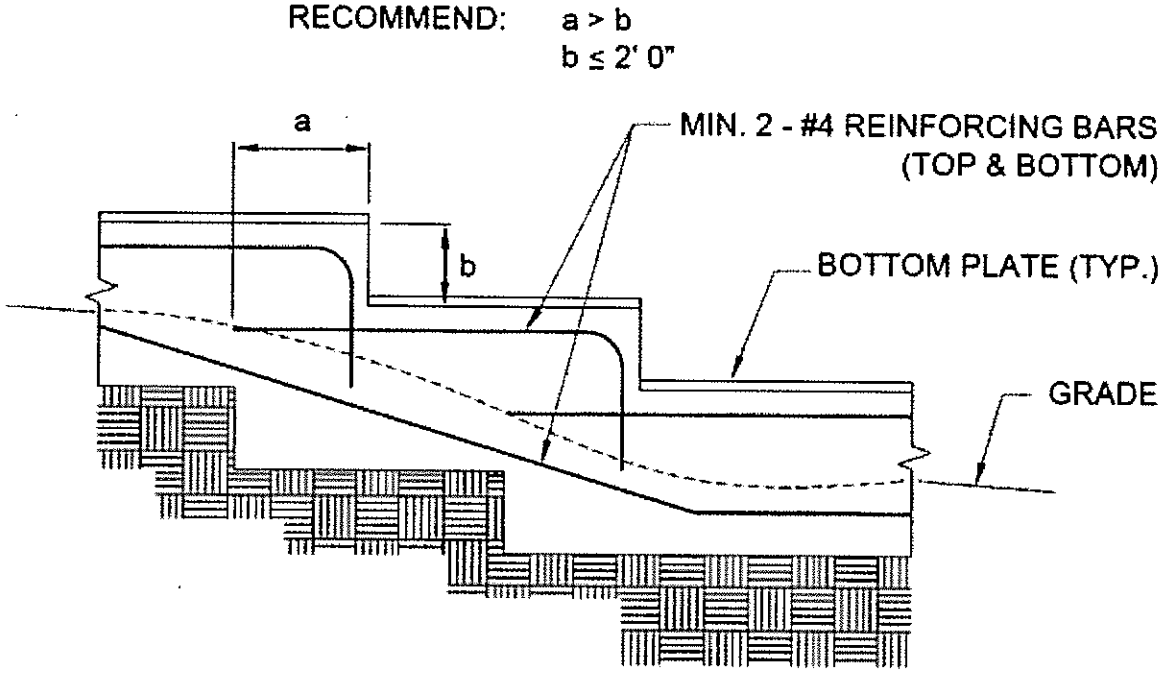


FIGURE 1809.3

STEPPED FOOTING

SECTION 37. Section 1809.7 is hereby amended to read as follows:

1809.7 Prescriptive footings for light-frame construction.

Where a specific design is not provided, concrete or masonry-unit footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Table 1809.7. Prescriptive footings in accordance with Table 1809.7 shall not be used to support structures that exceed one story above grade plane and are assigned to Seismic Design Category D, E, or F.

SECTION 38. Table 1809.7 is hereby amended to read as follows:

TABLE 1809.7

PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION [a, b, c, d, e]

NUMBER OF FLOORS SUPPORTED BY THE FOOTING[f]	WIDTH OF FOOTING (inches)	THICKNESS OF FOOTING (inches)
1	12	6
2	15	6
3	18	8[g]

. . .

c. ~~Interior stud-bearing walls shall be permitted to be supported by isolated footings. The footing width and length shall be twice the width shown in this table, and footings shall be spaced not more than 6 feet on center.~~[Reserved].

. . .

~~g. Plain concrete footings for Group R-3 occupancies shall be permitted to be 6 inches thick.~~

SECTION 39. Section 1809.12 is hereby amended to read as follows:

1809.12 Timber footings.

Timber footings shall be permitted for buildings of Type V construction and as otherwise approved by the ~~b~~Building ~~o~~Official. Such footings shall be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B). Treated timbers are not required where placed entirely below permanent water level, or where used as capping for wood piles that project above the water level over submerged or marsh lands. The compressive stresses perpendicular to grain in untreated timber footings supported upon treated piles shall not exceed 70 percent of the allowable

stresses for the species and grade of timber as specified in the ~~AF&PA~~AWC NDS. Timber footings shall not be used in structures assigned to Seismic Design Category D, E, or F.

SECTION 40. Section 1810.3.2.4 is hereby amended to read as follows:

1810.3.2.4 Timber.

Timber deep foundation elements shall be designed as piles or poles in accordance with ANSI/AWC NDS. Round timber elements shall conform to ASTM D25. Sawn timber elements shall conform to DOC PS-20. Timber shall not be used in structures assigned to Seismic Design Category D, E, or F.

SECTION 41. Section 1905.1 is hereby amended to read as follows:

1905.1 General.

The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.~~8~~11.

SECTION 42. Section 1905.1.7 is hereby amended to read as follows:

1905.1.7 ACI 318, Section 14.1.4.

Delete ACI 318, Section 14.1.4, and replace with the following:

. . .

14.1.4.1 – Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plain concrete, except as follows:

(a) ~~Structural plain concrete basement, foundation or other walls below the base as defined in ASCE 7 are permitted in detached one- and two-family dwellings three stories or less in height constructed with stud-bearing walls. In dwellings assigned~~

~~to Seismic Design Category D or E, the height of the wall shall not exceed 8 feet (2438 mm), the thickness shall not be less than 7½ inches (190 mm), and the wall shall retain no more than 4 feet (1219 mm) of unbalanced fill. Walls shall have reinforcement in accordance with 14.6.1.~~Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement or cementious material per cubic yard.

(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

~~Exception: In detached one- and two-family dwellings three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.~~

(c) Plain concrete footings supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. ~~For footings that exceed 8 inches (203 mm) in thickness, a~~A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

~~Exceptions:~~

~~1. In Seismic Design Categories A, B and C, d~~Detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls are permitted to have plain concrete footings ~~without longitudinal reinforcement~~with at least two continuous longitudinal reinforcing bars not smaller than No. 4 and a total area of

less than 0.002 times the gross cross-sectional area of the footing.

~~2. For foundation systems consisting of a plain concrete footing and a plain concrete stemwall, a minimum of one bar shall be provided at the top of the stemwall and at the bottom of the footing.~~

~~3. Where a slab on ground is cast monolithically with the footing, one No. 5 bar is permitted to be located at either the top of the slab or bottom of the footing.~~

SECTION 43. Section 1905.1.8 is hereby amended to read as follows:

1905.1.8 ACI 318, Section 17.2.3.

These requirements shall be applicable to all buildings. Modify ACI 318, Sections 17.2.3.4.2, 17.2.3.4.3 (d), and 17.2.3.5.2 to read as follows:

. . .

SECTION 44. Section 1905.1.9 is hereby added to read as follows:

1905.1.9. ACI 318, Section 18.7.5.

Modify ACI 318, Section 18.7.5, by adding Sections 18.7.5.7 and 18.7.5.8 as follows:

18.7.5.7 Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318, Sections 18.7.5.1, Items (a) through (c), over the full height of the member.

18.7.5.8 At any section where the design strength, φP_n, of the column is less than the sum of the shears V_e computed in accordance with ACI 318, Sections 18.7.6.1 and 18.6.5.1, for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318, Sections 18.7.5.1

through 18.7.5.3, shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, φP_n, of the column, these moments may be assumed to result from the deformation of the frame in any one principal axis.

SECTION 45. Section 1905.1.10 is hereby added to read as follows:

1905.1.10. ACI 318, Section 18.10.4.

Modify ACI 318, Section 18.10.4, by adding Section 18.10.4.6 as follows:

18.10.4.6 Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318, Section 18.14.

SECTION 46. Section 1905.1.11 is hereby added to read as follows:

1905.1.11 ACI 318, Section 18.12.6.

Modify ACI 318, by adding Section 18.12.6.2, as follows:

18.12.6.2 Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76 mm) or 6 d_b in thickness, where d_b is the diameter of the largest reinforcement in the topping slab.

SECTION 47. Section 2304.10.1 is hereby amended to read as follows:

2304.10.1 Fastener requirements.

Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2301.2. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.1.

Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the Building Official.

SECTION 48. Table 2304.10.1 is hereby amended to read as follows:

TABLE 2304.10.1

FASTENING SCHEDULE[e]

. . .

e. Staples shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

SECTION 49. Section 2304.10.2.1 is hereby added to read as follows:

2304.10.2.1 Quality of nails.

In Seismic Design Category D, E, or F, mechanically-driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length, and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.

SECTION 50. Section 2304.12.5 is hereby amended to read as follows:

2304.12.5 Wood used in retaining walls and cribs.

Wood installed in retaining or crib walls shall be preservative treated in accordance with AWPA U1 for soil and fresh water use. Wood shall not be used in retaining or crib walls for structures assigned to Seismic Design Category D, E, or F.

SECTION 51. Section 2305.4 is hereby added to read as follows:

2305.4 Hold-down connectors.

In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using 75 percent of the allowable seismic load values. Such values shall be established in a valid research report from approved sources or by accepted engineering practice and the provisions of this Code.

Exception: Values established by specialized cyclic and dynamic testing may be used when approved by the Building Official in accordance with Section 104.2.8.

Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inches by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Hold-down connectors shall be tightened to finger tight plus one-half (1/2) wrench turn just prior to covering the wall framing.

SECTION 52. Section 2306.2 is hereby amended to read as follows:

2306.2 Wood-frame diaphragms.

Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear

values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the Building Official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

SECTION 53. Section 2306.3 is hereby amended to read as follows:

2306.3 Wood-frame shear walls.

Wood-frame shear walls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.

2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E, or F is 400 pounds per linear foot (plf).

Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the Building Official.

3. Nails shall be placed not less than 1/2 inch from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting members for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

4. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, E, or F, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the Building Official.

The allowable shear values in Tables 2306.3(1) and 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS.

Wood structural panel shear walls used to resist seismic forces in structures assigned to Seismic Design Category D, E, or F shall be applied directly to the framing members.

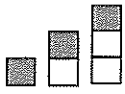
SECTION 54. Section 2307.2 is hereby added to read as follows:

2307.2 Wood-frame panel shear walls.

Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

SECTION 55. Table 2308.6.1 is hereby amended to read as follows:

TABLE 2308.6.1[a]
WALL BRACING REQUIREMENTS

SEISMIC DESIGN CATEGORY	STORY CONDITION (SEE SECTION 2308.2)	MAXIMUM SPACING OF BRACED WALL LINES	BRACED PANEL LOCATION, SPACING (O.C.) AND MINIMUM PERCENTAGE (X)			MAXIMUM DISTANCE OF BRACED WALL PANELS FROM EACH END OF BRACED WALL LINE
			Bracing method[b]			
			LIB	DWB, WSP	SFB, PBS, PCP, HPS, GB[c,d]	
A and B		35′- 0″	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
C		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c. (minimum 25% of wall length)[e]	Each end and ≤ 25′- 0″ o.c. (minimum 25% of wall length)[e]	12′- 6″
D and E [f, g, h]		25′- 0″	NP	$S_{DS} < 0.50$: Each end and ≤ 25′- 0″ o.c. (minimum 21% of wall length)[e]	$S_{DS} < 0.50$: Each end and ≤ 25′- 0″ o.c. (minimum 43% of wall length)[e]	8′- 0″
				$0.5 \le S_{DS} < 0.75$: Each end and ≤ 25′- 0″ o.c. (minimum 32% of wall length)[e]	$0.5 \le S_{DS} < 0.75$: Each end and ≤ 25′- 0″ o.c. (minimum 59% of wall length)[e]	
				$0.75 \le S_{DS} \le 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 37% of wall length)[e]	$0.75 \le S_{DS} \le 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 75% of wall length)	
				$S_{DS} > 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 48% of wall length)[e]	$S_{DS} > 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 100% of wall length)[e]	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

NP = Not Permitted.

a. This table specifies minimum requirements for braced wall panels along interior or exterior braced wall lines.

b. See Section 2308.6.3 for full description of bracing methods.

c. For Method GB, gypsum wallboard applied to framing supports that are spaced at 16 inches on center.

d. The required lengths shall be doubled for gypsum board applied to only one face of a braced wall panel.

e. Percentage shown represents the minimum amount of bracing required along the building length (or wall length if the structure has an irregular shape).

f. DWB, SFB, PBS, and HPS wall braces are not permitted in Seismic Design Catergories D or E.

g. Minimum length of panel bracing of one face of the wall for WSP sheathing shall be at least 4'-0" long or both faces of the wall for GB or PCP sheathing shall be at least 8'-0" long; h/w ratio shall not exceed 2:1. Wall framing to which sheathing used for bracing is applied shall be nominal 2 inch wide factual 1 1/2 inch (38 mm) or larger members and spaced a maximum of 16 inches on center. Braced wall panel construction types shall not be mixed within a braced wall line.

h. WSP sheathing shall be a minimum of 15/32" thick nailed with 8d common placed 3/8 inches from panel edges and spaced not more than 6 inches on center and 12 inches on center along intermediate framing members.

SECTION 56. Section 2308.6.5.1 is hereby amended to read as follows:

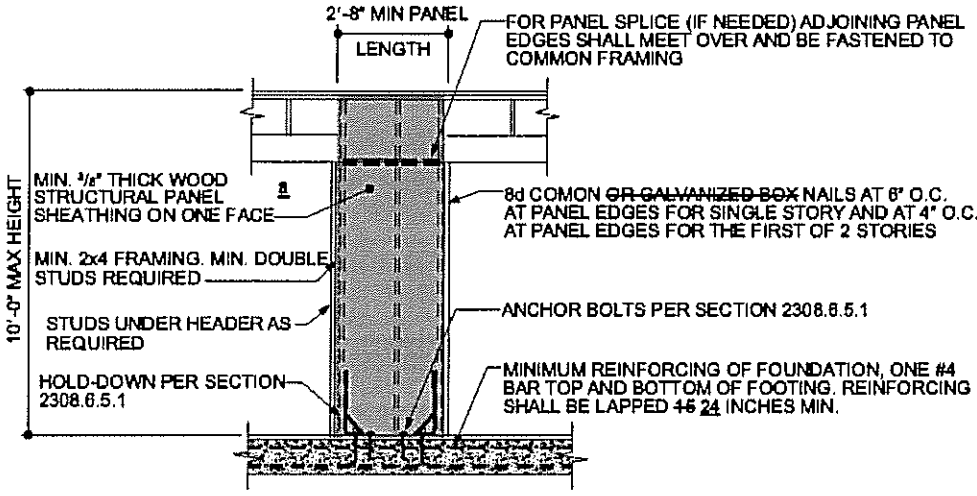
2308.6.5.1 Alternate braced wall (ABW).

An ABW shall be constructed in accordance with this section and Figure 2308.6.5.1. In one-story buildings, each panel shall have a length of not less than 2 feet 8 inches (813 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with 3/8-inch (3.2 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Table 2304.10.1 and blocked at wood structural panel edges. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports. Two anchor bolts installed in accordance with Section 2308.3.1 shall be provided in each panel. Anchor bolts shall be placed at each panel outside quarter points. Each panel end stud shall have a hold-down device fastened to the foundation, capable of providing an approved uplift capacity of not less than 1,800 pounds (8006 N). The hold-down device shall be installed in accordance with the manufacturer's recommendations. The ABW shall be supported directly on a foundation or on floor framing supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12- inch (305 mm by 305 mm) continuous footing ~~or turned-down slab edge~~ is permitted at door openings in the braced wall line.

This continuous footing ~~or turned-down slab~~ edge shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped ~~15~~24 inches (~~381~~610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

. . .

SECTION 57. Figure 2308.6.5.1 is hereby amended to read as follows:



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

FIGURE 2308.6.5.1
ALTERNATE BRACED WALL PANEL (ABW)

SECTION 58. Section 2308.6.5.2 is hereby amended to read as follows:

2308.6.5.2 Portal frame with hold-downs (PFH).

A PFH shall be constructed in accordance with this section and Figure 2308.6.5.2. The adjacent door or window opening shall have a full-length header.

In one-story buildings, each panel shall have a length of not less than 16 inches (406 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with a single layer of 3/8-inch (9.5 mm) minimum-thickness wood

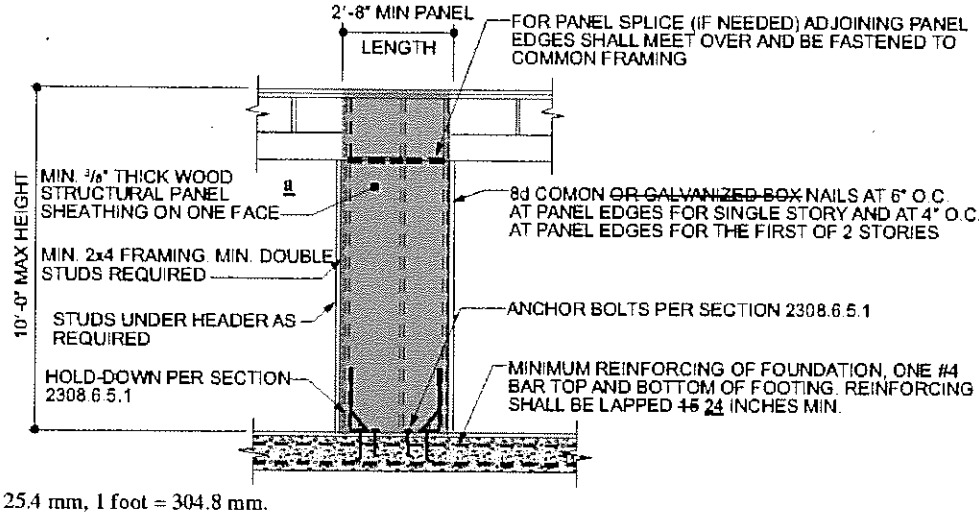
structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Figure 2308.6.5.2. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports and in accordance with Figure 2308.6.5.2. The wood structural panel sheathing shall extend up over the solid sawn or glued-laminated header and shall be nailed in accordance with Figure 2308.6.5.2. A built-up header consisting of at least two 2-inch by 12-inch (51 mm by 305 mm) boards, fastened in accordance with Item 24 of Table 2304.10.1 shall be permitted to be used. A spacer, if used, shall be placed on the side of the built-up beam opposite the wood structural panel sheathing. The header shall extend between the inside faces of the first full-length outer studs of each panel. The clear span of the header between the inner studs of each panel shall be not less than 6 feet (1829 mm) and not more than 18 feet (5486 mm) in length. A strap with an uplift capacity of not less than 1,000 pounds (4,400 N) shall fasten the header to the inner studs opposite the sheathing. One anchor bolt not less than 5/8 inch (15.9 mm) diameter and installed in accordance with Section 2308.3.1 shall be provided in the center of each sill plate. The studs at each end of the panel shall have a hold-down device fastened to the foundation with an uplift capacity of not less than 3,500 pounds (15 570 N).

Where a panel is located on one side of the opening, the header shall extend between the inside face of the first full-length stud of the panel and the bearing studs at the other end of the opening. A strap with an uplift capacity of not less than

1,000 pounds (4400 N) shall fasten the header to the bearing studs. The bearing studs shall also have a hold-down device fastened to the foundation with an uplift capacity of not less than 1,000 pounds (4400 N). The hold-down devices shall be an embedded strap type, installed in accordance with the manufacturer's recommendations. The PFH panels shall be supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing ~~or turned-down slab edge~~ is permitted at door openings in the braced wall line. This continuous footing ~~or turned-down slab edge~~ shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped not less than ~~15~~24 inches (~~381~~610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

. . .

SECTION 59. Figure 2308.6.5.1 is hereby amended to read as follows:



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

FIGURE 2308.6.5.1
ALTERNATE BRACED WALL PANEL (ABW)

SECTION 60. Section 2308.6.8.1 is hereby amended to read as follows:

2308.6.8.1 Foundation requirements.

. . .

Exception: For structures with a maximum plan dimension not more than 50 feet (15240 mm), continuous foundations are required at exterior walls only for structures assigned to Seismic Design Category A, B, or C.

For structures in Seismic Design Categories D and E, exterior braced wall panels shall be in the same plane vertically with the foundation or the portion of the structure containing the offset shall be designed in accordance with accepted engineering practice and Section 2308.1.1.

~~**Exceptions:**~~

~~1. Exterior braced wall panels shall be permitted to be located not more than~~

~~4 feet (1219 mm) from the foundation below where supported by a floor constructed in accordance with all of the following:~~

~~1.1. Cantilevers or setbacks shall not exceed four times the nominal depth of the floor joists.~~

~~1.2. Floor joists shall be 2 inches by 10 inches (51 mm by 254 mm) or larger and spaced not more than 16 inches (406 mm) on center.~~

~~1.3. The ratio of the back span to the cantilever shall be not less than 2 to 1.~~

~~1.4. Floor joists at ends of braced wall panels shall be doubled.~~

~~1.5. A continuous rim joist shall be connected to the ends of cantilevered joists. The rim joist is permitted to be spliced using a metal tie not less than 0.058 inch (1.47 mm) (16 galvanized gage) and 11/2 inches (38 mm) in width fastened with six 16d common nails on each side. The metal tie shall have a yield stress not less than 33,000 psi (227 MPa).~~

~~1.6. Joists at setbacks or the end of cantilevered joists shall not carry gravity loads from more than a single story having uniform wall and roof loads nor carry the reactions from headers having a span of 8 feet (2438 mm) or more.~~

~~2. The end of a required braced wall panel shall be allowed to extend not more than 1 foot (305 mm) over an opening in the wall below. This requirement is applicable to braced wall panels offset in plane and braced wall panels offset out of plane as permitted by Exception 1. Braced wall panels are permitted to extend over an opening not more than 8 feet (2438 mm) in width where the header is a 4-inch by 12-~~

~~inch (102 mm by 305 mm) or larger member.~~

SECTION 61. Section 2308.6.9 is hereby amended to read as follows:

2308.6.9 Attachment of sheathing.

Fastening of braced wall panel sheathing shall not be less than that prescribed in Tables 2308.6.1 or 2304.10.1. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the Building Official.

All braced wall panels shall extend to the roof sheathing and shall be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels shall be laterally braced at each top corner and at maximum 24 inch (6096 mm) intervals along the top plate of discontinuous vertical framing.

SECTION 62. Section 3101.1 is hereby amended to read as follows:

3101.1 Scope.

The provisions of this chapter shall govern special building construction including membrane structures, temporary structures, pedestrian walkways and tunnels, automatic vehicular gates, awnings and canopies, marquees, signs, towers, antennas,

relocatable buildings, swimming pool enclosures and safety devices, ~~and~~ solar energy systems, and intermodal shipping containers.

SECTION 63. Section 3114 is hereby added to read as follows:

SECTION 3114 INTERMODAL SHIPPING CONTAINERS

3114.1 General.

The provisions of Section 3114 and other applicable sections of this Code shall apply to intermodal shipping containers that are repurposed for use as buildings or structures or as a part of buildings or structures.

Exceptions:

1. Stationary storage battery arrays located in intermodal shipping containers complying with Title 32 – Fire Code, of the Los Angeles County Code, Chapter 12.

2. Intermodal shipping containers that are listed as equipment complying with the standard for equipment, such as air chillers, engine generators, modular datacenters, and other similar equipment.

3. Intermodal shipping containers that comply with all of the following:

3.1. Single-unit stand-alone intermodal shipping containers that are supported at grade level and used only for occupancies as specified under Risk Category I in Table 1604.5;

3.2. Single-unit stand-alone intermodal shipping containers that are located a minimum of 8 feet from adjacent structures and are not connected to a fuel gas system or fuel gas utility; and

3.3. In flood hazard areas, single-unit stand-alone intermodal shipping containers that are designed in accordance with the applicable provisions of Chapter 16.

4. Intermodal shipping containers approved as temporary structures complying with Section 3103.

5. Single-unit stand-alone intermodal shipping containers used as temporary storage or construction trailer on active construction sites. Construction support facilities for uses and activities not directly associated with the actual processes of construction, including but not limited to, offices, meeting rooms, plan rooms, other administrative or support functions shall not be exempt from Section 3114.

3114.2 Construction documents.

The construction documents shall contain information to verify the dimensions and establish the physical properties of the steel and wood floor components of the intermodal shipping container in addition to the information required by Sections 106.4 and 1603.

3114.3 Intermodal shipping container information.

Intermodal shipping containers shall bear the manufacturer's existing data plate containing the following information as required by ISO 6346 and verified by an approved agency. A report of the verification process and findings shall be provided to the building owner and the Building Official.

1. Manufacturer's name or identification number
2. Date manufactured

3. Safety approval number

4. Identification number

5. Maximum operating gross mass or weight (kg) (lbs)

6. Allowable stacking load for 1.8G (kg) (lbs)

7. Transverse racking test force (Newtons)

8. Valid maintenance examination date

Where approved by the Building Official, the markings and manufacturer's existing data plate are permitted to be removed from the intermodal shipping containers before they are repurposed for use as buildings or structures or as part of buildings or structures.

3114.4 Protection against decay and termites.

Wood structural floors of intermodal shipping containers shall be protected from decay and termites in accordance with the applicable provisions of Section 2304.12.1.1.

3114.5 Under-floor ventilation.

The space between the bottom of the floor joists and the earth under any intermodal shipping container, except spaces occupied by basements and cellars, shall be provided with ventilation in accordance with Section 1202.4.

3114.6 Roof assemblies.

Intermodal shipping container roof assemblies shall comply with the applicable requirements of Chapter 15.

Exception: Single-unit stand-alone intermodal shipping containers not attached to, or stacked vertically over, other intermodal shipping containers, buildings, or structures.

3114.7 Joints and voids.

Joints and voids that create concealed spaces between intermodal shipping containers that are connected or stacked, at fire-resistance-rated walls, at floor or floor/ceiling assemblies, and at roofs or roof/ceiling assemblies shall be protected by an approved fire-resistant joint system in accordance with Section 715.

3114.8 Structural.

Intermodal shipping containers that conform to ISO 1496-1 and are repurposed for use as buildings or structures, or as a part of buildings or structures, shall be designed in accordance with Chapter 16 and this Section.

3114.8.1 Foundations.

Intermodal shipping containers repurposed for use as a permanent building or structure shall be supported on foundations or other supporting structures designed and constructed in accordance with Chapters 16 through 23.

3114.8.1.1 Anchorage.

Intermodal shipping containers shall be anchored to foundations or other supporting structures as necessary to provide a continuous load path for all applicable design and environmental loads in accordance with Chapter 16.

3114.8.2 Welds.

All new welds and connections shall be equal to or greater than the original connections.

3114.8.3 Openings in containers.

Where openings are made in container walls, floors, and roofs for doors, windows, and other similar openings:

1. The openings shall be framed with steel elements that are designed in accordance with Chapters 16 and 22.

2. The cross section and material grade of any new steel element shall be equal to or greater than the steel element removed.

3114.8.4 Detailed structural design procedure.

A structural analysis meeting the requirements of this Section shall be provided to the Building Official to demonstrate the structural adequacy of the intermodal shipping containers.

Exception: Intermodal shipping containers that meet the limitations of Section 3114.8.5.1 and are designed in accordance with the simplified procedure in Section 3114.8.5.

3114.8.4.1 Material properties.

Structural material properties for existing intermodal shipping container steel components shall be established by material testing where the steel grade and composition cannot be identified by the manufacturer's designation as to manufacture and mill test.

3114.8.4.2 Seismic design parameters.

The seismic force-resisting system shall be designed and detailed in accordance with one of the following:

1. Where all or portions of the intermodal shipping container sides are considered to be the seismic force-resisting system, design and detailing shall be in accordance with the ASCE 7, Table 12.2-1, requirements for light-frame bearing-wall systems with shear panels of all other materials,

2. Where portions of intermodal shipping container sides are retained, but are not considered to be the seismic force-resisting system, an independent seismic force-resisting system shall be selected, designed, and detailed in accordance with ASCE 7, Table 12.2-1, or

3. Where portions of the intermodal shipping container sides are retained and integrated into a seismic force-resisting system other than as permitted by Section 3114.8.4.2, Item 1, seismic design parameters shall be developed from testing and analysis in accordance with Section 104.2.8 and ASCE 7, Section 12.2.1.1 or 12.2.1.2.

3114.8.4.3 Allowable shear value.

The allowable shear values for the intermodal shipping container side walls and end walls shall be demonstrated by testing and analysis in accordance with Section 104.2.8. Where penetrations are made in the side walls or end walls designated as part of the lateral force-resisting system, the penetrations shall be substantiated by rational analysis.

3114.8.5 Simplified structural design procedure of single-unit containers.

Single-unit intermodal shipping containers conforming to the limitations of Section 3114.8.5.1 shall be permitted to be designed in accordance with Sections 3114.8.5.2 and 3114.8.5.3.

3114.8.5.1 Limitations.

Use of Section 3114.8.5 is subject to all the following limitations:

1. The intermodal shipping container shall be a single stand-alone unit supported on a foundation and shall not be in contact with or supporting any other shipping container or other structure.

2. The intermodal shipping container's top and bottom rails, corner castings, and columns, or any portion thereof, shall not be notched, cut, or removed in any manner.

3. The intermodal shipping container shall be erected in a level and horizontal position with the floor located at the bottom.

3114.8.5.2 Structural design.

Where permitted by Section 3114.8.5.1, single-unit stand-alone intermodal shipping containers shall be designed using the following assumptions for the side walls and end walls:

1. The appropriate detailing requirements contained in Chapters 16 through 23.

2. Response modification coefficient, R = 2,

3. Over strength factor, $\Omega 0 = 2.5$,

4. Deflection amplification factor, Cd = 2, and

5. Limits on structural height, hn = 9.5 feet (2900 mm).

3114.8.5.3 Allowable shear value.

The allowable shear values for the intermodal shipping container side walls (longitudinal) and end walls (transverse) for wind design and seismic design using the coefficients of Section 3114.8.5.2 shall be in accordance with Table 3114.8.5.3, provided that all of the following conditions are met:

1. The total linear length of all openings in any individual side walls or end walls shall be limited to not more than 50 percent of the length of that side wall(s) or end wall(s), as shown in Figure 3114.8.5.3(1).

2. Any full height wall length, or portion thereof, less than 4 feet (305 mm) long shall not be considered as a portion of the lateral force-resisting system, as shown in Figure 3114.8.5.3(2).

3. All side walls or end walls used as part of the lateral force-resisting system shall have an existing or new boundary element on all sides to form a continuous load path, or paths, with adequate strength and stiffness to transfer all forces from the point of application to the final point of resistance, as shown in Figure 3114.8.5.3(3).

4. A maximum of one penetration not greater than a 6-inch (152 mm) diameter hole for conduits, pipes, tubes or vents, or not greater than 16 square inches (10 322 mm^2) for electrical boxes, is permitted for each individual 8 feet length (2438 mm) lateral force resisting wall. Penetrations located in walls that are not part of the

wall lateral force resisting system shall not be limited in size or quantity. Existing intermodal shipping container vents shall not be considered a penetration, as shown in Figure 3114.8.5.3(4).

5. End wall door or doors designated as part of the lateral force-resisting system shall be welded closed.

SECTION 64. Table 3114.8.5.3 is hereby added to read as follows:

TABLE 3114.8.5.3
ALLOWABLE SHEAR VALUES FOR INTERMODAL SHIPPING CONTAINER SIDE WALLS AND END WALLS FOR WIND OR SEISMIC LOADING

CONTAINER DESIGNATION [2]	CONTAINER DIMENSION (Nominal Length)	CONTAINER DIMENSION (Nominal Height)	ALLOWABLE SHEAR VALUES (PLF) [1,3]	
			Side Wall	End Wall
1EEE	45 feet (13.7 M)	9.5 feet (2896 mm)	75	843
1EE		8.6 feet (2591 mm)		
1AAA	40 feet (12.2 M)	9.5 feet (2896 mm)	84	
1AA		8.5 feet (2592 mm)		
1A		8.0 feet (2438 mm)		
1AX		<8.0 feet (2483 mm)		
1BBB	30 feet (9.1 M)	9.5 feet (2896 mm)	112	
1BB		8.5 feet (2591 mm)		
1B		8.0 feet (2438 mm)		
1BX		<8.0 feet (2438 mm)		
1CC	20 feet (9.1 M)	8.5 feet (2591 mm)	168	
1C		8.0 feet (2438 mm)		
1CX		<8.0 feet (2438 mm)		

1. The allowable strength for the side walls and end walls of the intermodal shipping containers are derived from ISO 1496-1 and reduced by a factor of safety of 5.
2. Container designation type is derived from ISO 668.
3. Limitations of Sections 3114.8.5.1 and 3114.8.5.3 shall apply.

SECTION 65. Figures 3114.8.5.3(1), 3114.8.5.3(2), 3114.8.5.3(3) and 3114.8.5.3(4) are hereby added to read as follows:

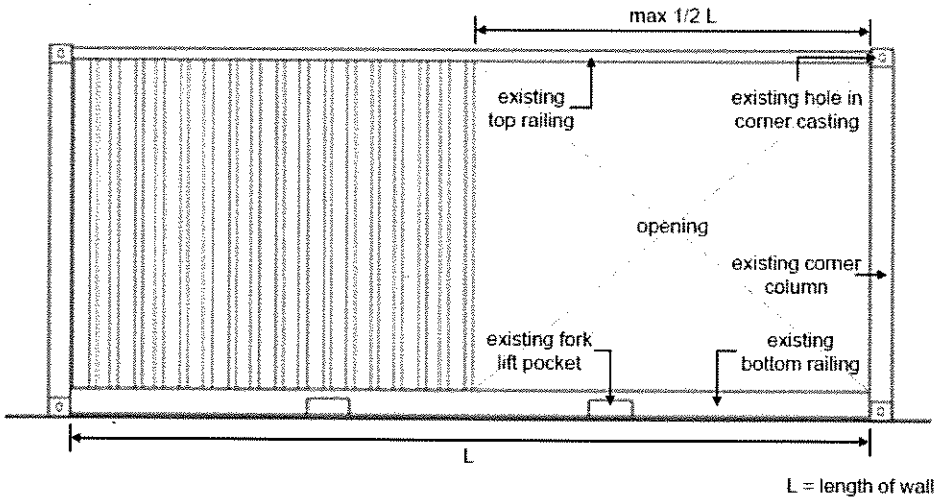


FIGURE 3114.8.5.3(1)
Bracing Unit Distribution – Maximum Linear Length

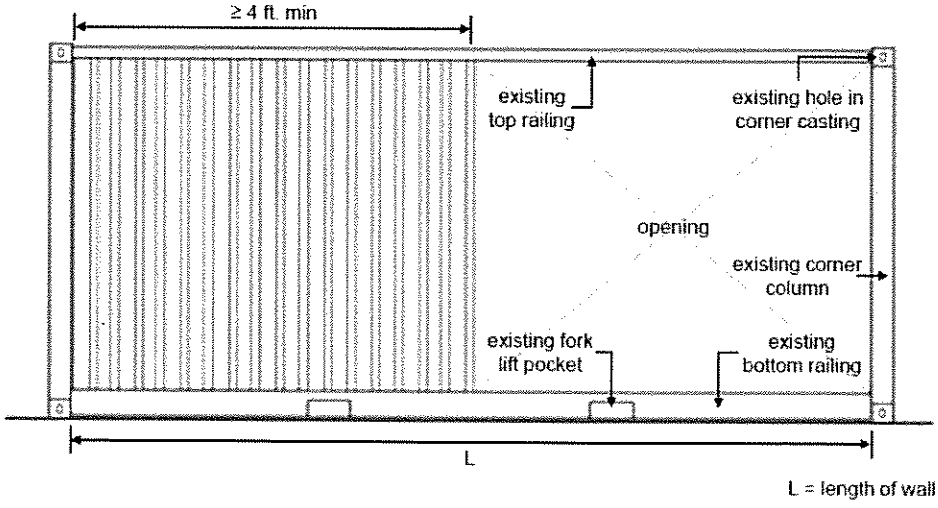


FIGURE 3114.8.5.3(2)
Bracing Unit Distribution – Minimum Linear Length

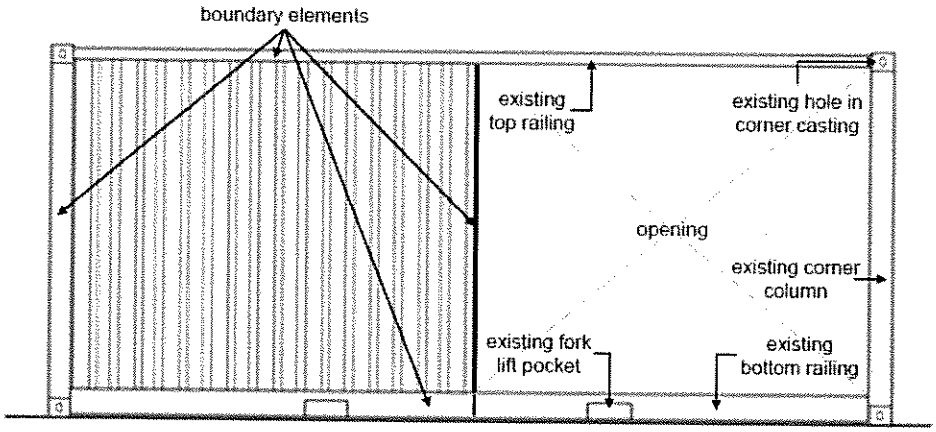


FIGURE 3114.8.5.3(3)
Bracing Unit Distribution – Boundary Elements

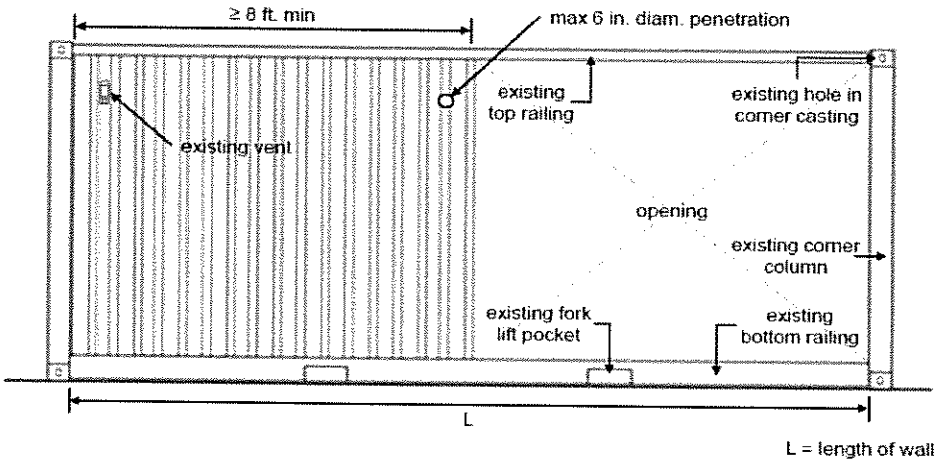


FIGURE 3114.8.5.3(4)
Bracing Unit Distribution – Penetrating Limitations

SECTION 66. Section 6805 is hereby amended to read as follows:

SECTION 6805 FEES

Permit fees for the installation of small residential rooftop solar energy systems shall be charged according to the applicable fees prescribed in Section 107 of this Code, Section 82-8 of the Electrical Code, and Sections 103.10 and 103.11 of the Plumbing Code, as applicable. The combined solar energy permit fee for small residential rooftop photovoltaic systems shall not exceed the amount set forth in~~$500 unless modified by or in accordance with~~ Government Code section 66015 or other applicable law.

. . .

SECTION 67. Section 9807 is hereby amended to read as follows:

SECTION 9807 REQUEST FOR HEARING

Within 10 days after service upon the record owner of an order pursuant to Section 9803, the said record owner or any other aggrieved person ~~deemeding himself or herself aggrieved~~ may request a hearing.

SECTION 68. Section 9908 is hereby amended to read as follows:

SECTION 9908 DETERMINATION BY BUILDING OFFICIAL

Whenever the Building Official determines by inspection that any existing building or portion thereof is substandard or any lot or other premises is substandard, or both, as defined in this Chapter, such building or premises, or both, are hereby declared a public

nuisance, and the Building Official shall order the abatement of the nuisance by demolition, repair, or rehabilitation of the substandard building or portion thereof or, at the option of the party concerned, by demolition or demolishment thereof. The order also may require that the building be vacated if found to be unsafe as defined in Section 102. If the premises ~~are~~is substandard, the Building Official ~~also~~ may order that the substandard conditions be removed.

SECTION 69. Section 9909 is hereby amended to read as follows:

SECTION 9909 INFORMAL NOTICE

When the Building Official has so found, in addition to any notices hereafter required by this Chapter, the Building Official may give to the occupants of the substandard property, and to any other person whom the Building Official~~he or she~~ deems should be so notified, information concerning the provisions of this Chapter, any violation thereof, and how the person notified may comply and any other information deemed expedient. The Building Official may post such information on the substandard property or on the substandard building.

SECTION 70. Section H103.1 is hereby amended to read as follows:

H103.1 Location restrictions.

Signs shall not be erected, constructed, or maintained so as to obstruct any fire escape or any window or door or opening used as part of a means of egress or as part of the accessible route, except as permitted by Chapters 10, 11A, and 11B, or so as to prevent free passage from one part of a roof to any other part thereof. A sign shall not

be attached in any form, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for ventilation.

No sign shall project into any alley whatsoever below a height of 14 feet (4267 mm) above grade or more than 6 inches (152 mm) when over 14 feet (4267 mm).

SECTION 71. Section H103.2 is hereby added as follows:

H103.2 Projections and clearances.

Signs extending beyond the exterior wall of the building shall comply with Section 705.2 and the following requirements.

Signs may project over a public street, public sidewalk or building line in accordance with Section 3202 and a distance as determined by the clearance of the bottoms thereof above the level of the sidewalk or grade immediately below, whichever is more restrictive, as follows:

Clearance less than 8 feet (2438 mm) shall be prohibited.

Clearance 8 feet (2438 mm) and above, a 1 foot (305 mm) projection is permitted and for each additional 2-foot clearance (610 mm), an additional 1-foot (305 mm) projection is permitted.

Provided that no structure shall have a projection of more than 5 feet (1524 mm), and provided further that a projecting sign built above and in connection with a marquee may have such a projection of 5 feet (1524 mm) without clearance between sign and marquee; and provided further that no structure shall project beyond the curb line, regardless of clearance above grade.

Signs projecting more than 6 inches (152 mm) from the face of building over private property used or intended to be used by the general public shall have a minimum clearance of 8 feet (2438 mm) above said sidewalk or grade.

SECTION 72. Section H104.1 is hereby amended to read as follows:

H104.1 Identification.

Every ~~outdoor advertising display~~ sign other than wall signs hereafter erected, constructed or maintained, for which a permit is required, shall be plainly marked with the name of the person, weight of the sign, and firm or corporation erecting and maintaining such sign and shall have affixed on the front thereof the permit number issued for said sign or other method of identification approved by the ~~b~~Building ~~o~~Official.

SECTION 73. Section H105.1 is hereby amended to read as follows:

H105.1 General requirements.

Signs shall be designed and constructed to comply with the provisions of this ~~c~~Code for use of materials, loads and stresses. Glass panels used in signs shall comply with the limits of Table 4-A and shall comply with the requirements of Chapter 24.

SECTION 74. Section H106.1 is hereby amended to read as follows:

H106.1 Illumination.

A sign shall not be illuminated by other than electrical means, and electrical devices and wiring shall be installed in accordance with the requirements of ~~NFPA 70~~ the Electrical Code, Title 27 of the Los Angeles County Code, and a separate electrical permit shall be obtained. Any open spark or flame shall not be used for display

purposes unless specifically approved.

SECTION 75. Section H106.2 is hereby amended to read as follows:

H106.2 Electrical service.

Signs that require electrical service shall comply with ~~NFPA 70~~ the Electrical Code, Title 27, of the Los Angeles County Code.

SECTION 76. Section H110.1 is hereby amended to read as follows:

H110.1 General.

Roof signs shall be constructed entirely of metal or other approved noncombustible material except as provided for in Sections H106.1.1 and H107.1. Provisions shall be made for electric grounding of metallic parts. Where combustible materials are permitted in letters or other ornamental features, wiring and tubing shall be kept free and insulated therefrom. Roof signs shall be so constructed as to leave a clear space of not less than 6 feet (1829 mm) between the roof level and the lowest part of the sign and shall have not less than 5 feet (11524 mm) clearance between the vertical supports thereof. Roof sign structures shall not project beyond an exterior wall.

Exception: Signs on flat roofs with every part of the roof accessible shall not be required to provide clear space between the roof level and the lowest part of the sign.

Blocks, angles, or supports fastened to the roof shall be located as not to interfere with the drainage of the roof and, where necessary, flashing or counter flashing shall be placed.

SECTION 77. Section H112.1 is hereby amended to read as follows:

H112.1 General.

Projecting signs shall be constructed entirely of metal or other noncombustible material and securely attached to a building or structure by metal supports such as bolts, anchors, supports, chains, guys or steel rods. Staples or nails shall not be used to secure any projecting sign to any building or structure. The dead load of projecting signs not parallel to the building or structure and the load due to wind pressure shall be supported with chains, guys or steel rods having net cross-sectional dimension of not less than 3/8 inch (9.5 mm) diameter. Such supports shall be erected or maintained at an angle of not less than 45 percent (0.78 rad) with the horizontal to resist the dead load and at angle of 45 percent (0.78 rad) or more with the face of the sign to resist the specified wind pressure. If such projecting sign exceeds 30 square feet (2.8 m^2) in one facial area, there shall be provided not fewer than two such supports on each side not more than 8 feet (2438 mm) apart to resist the wind pressure.

The thickness of projecting signs shall comply with Table 4-B.

SECTION 78. Section H115 is hereby deleted in its entirety:

~~**H115 Referenced Standards**~~

~~**REFERENCED STANDARDS**~~

~~ASTM D635-10 Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position H107.1.1~~

~~NFPA 70-17 National Electrical H106.1, H106.2~~

~~NFPA 701-10 Methods of Fire Test for Flame Propagation of Textiles and Films H106.1.1~~

SECTION 79. Section J101 is hereby amended to read as follows:

J101 GENERAL

J101.1 Scope.

The provisions of this ~~chapter~~Appendix apply to grading, excavation, and earthwork construction, including fills and embankments, and the control of runoff from graded sites, including erosion sediments and construction-related pollutants. ~~Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern~~. The purpose of this Appendix is to safeguard life, limb, property, and the public welfare by regulating grading on property subject to this Code.

J101.2 Flood hazard areas.

Unless the applicant has submitted ~~an engineering analysis~~a hydrology and hydraulic analysis, prepared in accordance with standard engineering practice by a ~~registered design professional~~California licensed civil engineer, that demonstrates the proposed work will not result in any increase in the level of the base flood, grading, excavation and earthwork construction, including fills and embankments, shall not be permitted in floodways designated in Chapter 11.60 of Title 11 – Health and Safety – of the Los Angeles County Code, or in floodways that are in flood hazard areas established in Section 1612.3, or in flood hazard areas where design flood elevations are specified but floodways have not been designated.

J101.3 General hazards.

Whenever the Building Official determines that any existing excavation,

embankment, or fill on property subject to this Code has become a hazard to life and limb, or endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel, the Building Official may give written notice thereof to the owner of the property upon which the excavation, embankment, or fill is located, or other person or agent in control of said property. Upon receipt of said notice, the owner or other person or agent in control of the property shall repair or eliminate such excavation, embankment, or fill so as to eliminate the hazard, in conformance with the requirements of this Code, within the period specified in said notice.

J101.4 Safety precautions.

If at any stage of the work the Building Official determines by inspection that further grading as authorized is likely to endanger any public or private property, or result in the deposition of debris on any public way, or interfere with any existing drainage course, the Building Official may order the work stopped by notice in writing served on any persons engaged in doing or causing such work to be done, and any such person shall immediately stop such work. The Building Official may authorize the work to proceed if the Building Official finds that adequate safety precautions can be taken or corrective measures incorporated in the work to avoid likelihood of such danger, deposition, or interference.

If the grading work as done has created or resulted in a hazardous condition, the Building Official shall give written notice requiring correction thereof as specified in Section J101 of this Code.

J101.5 Protection of utilities.

Both the permittee and the owner of the property on which the grading is performed shall be responsible for the prevention of damage to any public and/or private utilities or services.

J101.6 Protection of adjacent property.

Both the permittee and owner of the property on which the grading is performed shall be responsible for the prevention of damage to adjacent property. No person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without taking adequate measures to support and protect such property from settling, cracking, or other damage that might result from the proposed work. Any person performing any grading that involves imported or exported materials shall take special precautions, as approved by the Building Official, to prevent such materials from being deposited on adjacent properties, any public way, and/or any drainage course.

J101.7 Storm water control measures.

Both the permittee and the owner of the property on which the grading is performed shall put into effect and maintain all precautionary measures necessary to protect adjacent water courses and public or private property from damage by erosion, flooding, and deposition of mud, debris, and construction-related pollutants originating from the site during grading and related construction activities.

J101.8 Maintenance of protective devices and rodent control.

All drainage structures and other protective devices and all burrowing rodent

control measures, as shown on the grading plans approved by the Building Official, shall be maintained in a good condition and, when necessary, promptly repaired by the permittee or the owner of the property on which grading has been performed or by any other person or agent in control of such property.

J101.9 Correlation with other sections.

The provisions of this Appendix are independent of the provisions of Chapter 99 of this Code relating to building and property rehabilitation. This Section may be applied even though the same facts have been used to determine that there is substandard property subject to the provisions of Chapter 99.

J101.10 Conditions of approval.

In granting any permit under this Code, the Building Official may include such conditions as may be reasonably necessary to prevent creation of a nuisance or hazard to public or private property. Such conditions may include, but shall not be limited to:

1. Improvement of any existing grading to comply with the standards of this Code.

2. Requirements for fencing of excavations or fills that would otherwise be hazardous.

3. Requirements for temporary excavations and shoring to be shown on plans.

SECTION 80. Section J102.1 is hereby amended to read as follows:

J102.1 Definitions.

~~The following words and terms shall, for the purposes of this appendix, have the~~

~~meanings shown herein. Refer to Chapter 2 of the *California Building Code* for general definitions.~~For the purposes of this Appendix, the terms, phrases, and words listed in this Section and their derivatives shall have the indicated meanings.

APPROVAL. When the proposed work or completed work conforms to this Appendix, as determined by and to the satisfaction of the Building Official.

AS-BUILT. See Section J105.12.

BEDROCK. The relatively solid, undisturbed rock in place either at the ground surface or beneath superficial deposits of alluvium, colluvium, and/or soil.

BENCH. A relatively level step excavated into earth material on which fill is to be placed.

BEST MANAGEMENT PRACTICE (BMP). Practices, prohibitions of practices, or other activities to reduce or eliminate the discharge of pollutants to surface waters. BMPs include structural and nonstructural controls, management practices, operation and maintenance procedures, and system, design, and engineering methods that are required to be employed in order to comply with the requirements of the National Pollution Discharge Elimination System (NPDES) permit issued to the County of Los Angeles (see Section 106.4.3 and Title 31 – Green Building Standards Code – of the Los Angeles County Code).

BORROW. Earth material acquired from an off-site location for use in grading on a site.

CIVIL ENGINEER. A professional engineer licensed in the State of California to practice in the field of civil works.

CIVIL ENGINEERING. The application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design, and construction of civil works.

COMPACTION. The densification of a fill by mechanical means.

CUT. See "Excavation."

DESILTING BASINS. Physical structures, constructed for the removal of sediments from surface water runoff.

DESIGN ENGINEER. The Civil Engineer responsible for the preparation of the grading plans for the site grading work.

DOWN DRAIN. A device for collecting water from a swale or ditch located on or above a slope, and safely delivering it to an approved drainage facility.

EARTH MATERIAL. Any rock, natural soil, or fill, or any combination thereof.

ENGINEERING GEOLOGIST. A geologist experienced and knowledgeable in engineering geology, holding a license as a geologist in the specialty of engineering geology issued by the State of California under the applicable provisions of the Geologist and Geophysicist Act of the Business and Professions Code.

ENGINEERING GEOLOGY. The application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.

EROSION. The wearing away of the ground surface as a result of the movement of wind, water, or ice.

EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.

FIELD ENGINEER. The Civil Engineer responsible for performing the functions as set forth in Section J105.3.

FILL. Deposition of earth materials by artificial means.

GEOTECHNICAL ENGINEER. See "Soils Engineer".

GEOTECHNICAL HAZARD. An adverse condition due to landslide, settlement, and/or slippage. These hazards include, but are not limited to, loose debris, slopewash, and mud flows from natural or graded slopes.

GRADE. The vertical location of the ground surface.

GRADE, EXISTING. The grade prior to grading.

GRADE, FINAL. See Section J105.7.

GRADE, FINISHED. The grade of the site at the conclusion of all grading efforts.

GRADE, INITIAL. See Section J105.7.

GRADE, ROUGH. See Section J105.7.

GRADING. An excavation or fill or combination thereof.

KEY. A compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

LANDSCAPE ARCHITECT. A person who holds a certificate to practice landscape architecture in the State of California under the applicable landscape architecture provisions of Division 3, Chapter 3.5, of the Business and Professions Code.

LINE. The horizontal location of the ground surface.

PERMITTEE. See Section J105.6.

PRIVATE SEWAGE DISPOSAL SYSTEM. A septic tank with effluent discharging into a subsurface disposal field, into one or more seepage pits, or into a combination of a subsurface disposal field and a seepage pit or of such other facilities as may be permitted in accordance with the procedures and requirements set forth in Title 28 – Plumbing Code – of the Los Angeles County Code and as required by the Los Angeles County Department of Public Health.

PROJECT CONSULTANTS. The professional consultants required by this Code, which may consist of the Design Engineer, Field Engineer, Soils Engineer, Engineering Geologist, and Landscape Architect as applicable to this Appendix.

PROFESSIONAL INSPECTION. The inspection required by this Code to be performed by the Project Consultants. Such inspections shall be sufficient to form an opinion relating to the conduct of the work.

QSD. Qualified SWPPP Developer as defined in the California State Construction General Permit.

QSP. Qualified SWPPP Practitioner as defined in the California State Construction General Permit.

SITE. A lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

SLOPE. An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

SOIL. Naturally occurring superficial deposits overlying parent bedrock.

SOILS ENGINEER (GEOTECHNICAL ENGINEER). A licensed civil engineer experienced and knowledgeable in the practice of soils engineering.

SOILS ENGINEERING (GEOTECHNICAL ENGINEERING). The application of the principles of soils mechanics in the investigation, evaluation, and design of civil works involving the use of earth materials and the inspection or testing of construction thereof.

STORM DRAIN SYSTEM. A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, and man-made channels, designed or used for collecting and conveying storm water.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A site drawing with details, notes, and related documents that identify the measures proposed by the permittee to: (1) control erosion and prevent sediment and construction-related pollutants from being carried offsite by storm water, and (2) prevent non-storm-water discharges from entering the storm drain system.

SURFACE DRAINAGE. Flows over the ground surface.

SOIL TESTING AGENCY. An agency regularly engaged in the testing of soils and rock under the direction of a Civil Engineer experienced in soil testing.

TERRACE. A relatively level step constructed in the face of a graded slope for drainage and maintenance purposes.

SECTION 81. Section J103 is hereby amended to read as follows:

SECTION J103 PERMITS REQUIRED

J103.1 Permits required.

Except as exempted in Section J103.2, grading shall not be performed without first having obtained a permit ~~therefor~~ from the ~~b~~Building ~~o~~Official. A grading permit does not include the construction of retaining walls or other structures. A separate permit shall be obtained for each site and may cover both excavations and fills. Any engineered grading as described in Section J104.2.3 shall be performed by a contractor licensed by the State of California to perform the work described hereon. Regular grading less than 5,000 cubic yards may require a licensed contractor if the Building Official determines that special conditions or hazards exist.

J103.2 Exemptions.

A grading permit shall not be required for the following:

1. When approved by the Building Official, ~~G~~grading in an isolated, self-contained area, provided that the public is not endangered and that such grading will not adversely affect adjoining properties or public rights of way.

. . .

7. Exploratory excavations performed under the direction of a ~~registered design professional~~Geotechnical Engineer or Engineering Geologist. This shall not exempt grading of access roads or pads created for exploratory excavations. Exploratory excavations must not create a hazardous condition to adjacent properties or the public in accordance with Section J101.3. A restoration plan must be provided and approved by the Building Official for all grading of access roads or pads. Restoration shall be completed within 90 days after the completion of soils testing unless otherwise

approved by the Building Official.

8. An excavation that does not exceed 50 cubic yards (38.3 m^3) and complies with one of the following conditions and as shown in Figure J103.2:

(a) Is less than 2 feet (0.6 m) in depth.

(b) Does not create a cut slope greater than 5 feet (1.5 m) measured vertically upward from the cut surface to the surface of the natural grade and is not steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

9. A fill not intended to support a structure that does not obstruct a drainage course and complies with one of the following conditions and as shown in Figure J103.2:

(a) Is less than 1 foot (0.3 m) in depth and is placed on natural terrain with a slope flatter than 5 units horizontal to 1 unit vertical (20 percent slope).

(b) Is less than 3 feet (0.9 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 50 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

(c) Is less than 5 feet (1.5 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 20 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Exemption from the permit requirements of this aAppendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the

provisions of this eCode or any other laws or ordinances of this jurisdiction.

J103.3 Unpermitted grading.

A person shall not own, use, occupy, or maintain any site containing unpermitted grading. For the purposes of this Code, unpermitted grading shall be defined as either of the following:

(1) Grading that was performed, at any point in time, without the required permit(s) having first been obtained from the Building Official, pursuant to Section J103.1; or

(2) Grading for which a permit was obtained pursuant to this Section, but which was not completed, pursuant to Section J105, prior to the expiration of the permit, pursuant to Section 106.5.4.

J103.4 Availability of permit at site.

No person shall perform any grading that requires a permit under this Appendix unless a copy of the grading permit and approved grading plans are in the possession of a responsible person and available at the site for the Building Official's reference.

J103.5 Grading fees.

Fees shall be assessed in accordance with the provisions of this Section. The amount of the fees shall be as specified in Section 107.

1. Plan Review Fees. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Separate plan review fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code. For excavation and fill on

the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.

2. Permit Fees. A fee for each grading permit shall be paid to the Building Official at the time of issuance of the permit. Separate permits and fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code.

3. Site Inspection Fee. When the Building Official finds that a visual inspection of the site is necessary to establish drainage requirements for the protection of property, existing buildings, or the proposed construction, a site inspection shall be made during plan check of grading plans. A fee for such inspection shall be paid to the Building Official at the time of submitting plans and specifications for review.

J103.6 Compliance with zoning code.

The Building Official may refuse to issue a grading permit for work on a site if either the proposed grading or the proposed land use for the site shown on the grading plan application does not comply with the provisions of Title 22 – Planning and Zoning – of the Los Angeles County Code.

J103.7 Grading security.

J103.7.1 Scope and purpose.

The Building Official may require a permittee or the owner(s) of the property on which the grading is proposed to occur to provide security, as a condition of the issuance of a grading permit for any grading involving more than 1,000 cubic yards (764.6 m^3). Where unusual conditions or special hazards exist, the Building Official may require security for grading involving less than 1,000 cubic yards (764.6 m^3). The

purpose of the security shall be to guarantee the permittee's obligation to mitigate any hazardous conditions, including flood and geotechnical hazards, that may be created if the grading is not completed in accordance with the approved plans and specifications, and to complete any work that the Building Official determines is necessary to bring the property into compliance with this Appendix.

Security required by this Section may include incidental off-site grading on property contiguous with the site to be developed, provided written consent of the owner of such contiguous property is filed with the Building Official.

The Building Official may waive the requirements for security for the following:

1. Grading being done by or for a governmental agency.

2. Grading necessary to remove a geotechnical hazard, where such work is covered by an agreement and security is posted pursuant to the provisions of Title 21 – Subdivisions – of the Los Angeles County Code.

3. Grading on a site, not exceeding a slope of three units horizontal to one unit vertical, provided such grading as determined by the Building Official will not affect drainage from or to adjacent properties.

4. Filling of holes or depressions, provided such grading will not affect the drainage from or to adjacent properties.

J103.7.2 Form of security.

The security referred to in Section J103.7.1 shall be in one of the following forms:

1. A bond furnished by a corporate surety authorized to do business in this state.

2. Cash.

3. Savings and loan certificates or shares deposited and assigned to the County as provided in Chapter 4.36 of Title 4 – Revenue and Finance – of the Los Angeles County Code.

4. An instrument of credit from a financial institution subject to regulation by the state or federal government and pledging that funds in the amount required by the Building Official are on deposit and guaranteed for payment, or a letter of credit is issued by such a financial institution.

J103.7.3 Amount of security.

The amount of security shall be based on the number of cubic yards of material in either excavation or fill, whichever is greater, and the cost of all drainage or other protective devices or work necessary to eliminate potential flooding and geotechnical hazards. That portion of the security valuation based on the volume of material in either excavation or fill shall be computed as follows:

100,000 cubic yards or less – 50 percent of the estimated cost of grading work.

Over 100,000 cubic yards – 50 percent of the cost of the first 100,000 cubic yards plus 25 percent of the estimated cost of that portion in excess of 100,000 cubic yards.

When the rough grading has been completed in conformance with the requirements of this Code, the Building Official may, at his or her discretion, consent to a proportionate reduction of the security to an amount estimated to be adequate to ensure completion of the grading work, site development, or planting remaining to be

performed. The costs referred to in this Section shall be as estimated by the Building Official.

J103.7.4 Conditions.

All security shall include the conditions that the principal shall:

1. Comply with all of the provisions of this Code, applicable laws, and ordinances;

2. Comply with all of the terms and conditions of the grading permit, and

3. Complete all of the work authorized by the permit.

J103.7.5 Term of security.

The term of each security shall begin upon the filing with the Building Official, and the security shall remain in effect until the work authorized by the grading permit is completed and approved by the Building Official.

J103.7.6 Default procedures.

In the event any grading for which a permit has been issued is not completed in accordance with the approved plans and specifications for said work or with all terms and conditions of the grading permit, the Building Official may declare that a default has occurred. The Building Official shall give notice thereof to the principal and surety or financial institution executing the security, or to the owner in the case of a cash bond or assignment.

The Building Official may thereafter determine the work that is necessary to mitigate any hazardous or unsafe conditions on the site and cause such work to be performed.

Where the security consists of a bond or instrument of credit, the surety or financial institution executing the security shall be responsible for the payment of all costs and expenses incurred by the Building Official in causing such work to be performed, up to the full amount of the security. In the case of cash security or assignment, the Building Official may pay all costs and expenses incurred in causing such work to be performed from the funds deposited and return any unused portion of such deposit or funds to the person making said deposit or assignment.

J103.7.7 Right of entry.

The Building Official or the authorized representative of any surety company or financial institution furnishing the security shall have access to the premises described in the permit for the purpose of inspecting the work.

In the event of default, as described in Section J103.7.6, the surety or financial institution furnishing the security, or the Building Official, or any person employed or engaged on the behalf of any of these parties, shall have the right to go upon the premises to perform the mitigation work, as described in Section J103.7.6.

Neither the permittee, owner, or any other person shall interfere with or obstruct the ingress into or egress from any such premises of any authorized representative of the surety or financial institution executing the security or the Building Official engaged to perform the mitigation work, as described in Section J103.7.6.

SECTION 82. Figure J103.2 is hereby added to read as follows:

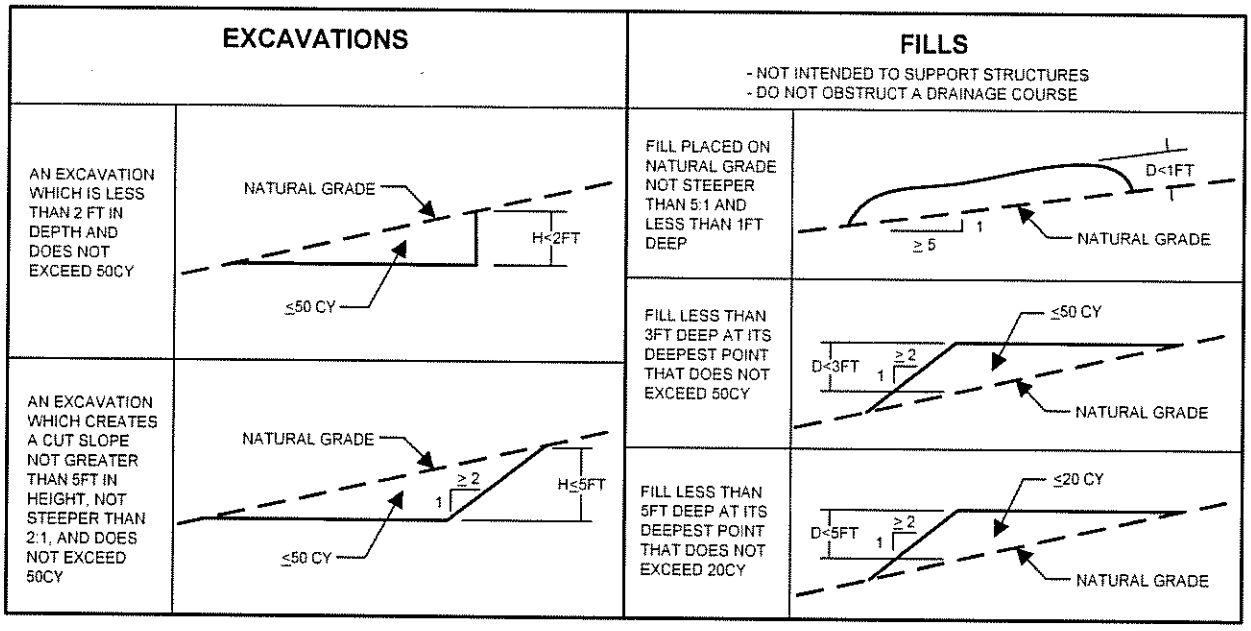


FIGURE J103.2

GRADING EXEMPTION CASES

SECTION 83. Section J104 is hereby amended to read as follows:

SECTION J104 PERMIT APPLICATION AND SUBMITTALS

J104.1 Submittal requirements.

In addition to the provisions of Section ~~105.3 and 1.8.4, as applicable~~106.4, the applicant shall state the ~~estimated quantities of excavation and fill~~following:

1. The estimated quantities of excavation, fill, borrow, removal, or combination thereof.

2. The proposed land use for the site on which the grading is to be performed.

J104.2 Site plan requirements.

In addition to the provisions of Section ~~107~~106, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this ~~c~~Code. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this ~~c~~Code.

J104.2.1 Grading designation.

Grading in excess of 5,000 cubic yards (3,825 m^3), or that is proposed to support any structure, shall be designated as "engineered grading." All engineered grading shall be performed in accordance with an approved grading plan and specifications prepared by a Civil Engineer, unless otherwise required by the Building Official.

Grading involving less than 5,000 cubic yards (3,825 m^3), and that will not support any structure, shall be designated "regular grading" unless the permittee chooses to have the grading be designated as engineered grading, or the Building Official determines that, due to the existence of special conditions or unusual hazards, the grading should be designated as engineered grading.

J104.2.2 Regular grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a regular grading permit shall be accompanied by plans of sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the

name of the owner, and the name of the person who prepared the plan. The plan shall include the following information:

1. General vicinity of the proposed site.

2. Limits and depths of cut and fill.

3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet (4.6 m) of the proposed grading.

4. Contours, flow areas, elevations, or slopes that define existing and proposed drainage patterns.

5. Storm water mitigation measures in accordance with the requirements of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.

6. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.

7. Location of all recorded floodways as established by Chapter 11.60 of Title 11 – Health and Safety – of the Los Angeles County Code.

8. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

J104.2.3 Engineered grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a permit for engineered grading shall be accompanied by plans and specifications, and supporting data consisting of a geotechnical report and engineering geology report.

Specifications shall contain information covering construction and material requirements. Plans shall be drawn to scale on paper and shall be of sufficient clarity to

indicate the nature and extent of the work proposed and shall show in detail that the proposed work will conform to the provisions of this Code and all relevant laws, ordinances, rules, and regulations. The first sheet of the plans shall depict the location of the proposed work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include or be accompanied by the following information:

1. General vicinity of the proposed site.

2. Property limits and accurate contours of existing ground and details of terrain and area drainage.

3. Limiting dimensions, elevations, or finish contours to be achieved by the grading, proposed drainage channels, and related construction.

4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as a part of, the proposed work. A map showing the drainage area and the estimated runoff of the area served by any drains shall also be provided.

5. Location of any existing or proposed buildings or structures located on the property on which the work is to be performed and the location of any buildings or structures on adjacent properties that are within 15 feet (4.6 m) of the property or that may be affected by the proposed grading operations.

6. Recommendations in the geotechnical report and the engineering geology report shall be incorporated into the grading plans or specifications. When approved by the Building Official, specific recommendations contained in the soils engineering report

and the engineering geology report, that are applicable to grading, may be included by reference.

7. The dates of the geotechnical and engineering geology reports together with the names, addresses, and phone numbers of the firms or individuals who prepared the reports.

8. A statement of the quantities of material to be excavated and/or filled. Earthwork quantities shall include quantities for geotechnical and geological remediation. In addition, a statement of the quantities of material to be imported or exported from the site.

9. A statement of the estimated starting and completion dates for proposed work.

10. A statement signed by the owner, acknowledging that a Design Engineer, Field Engineer, Geotechnical Engineer, and Engineering Geologist, when appropriate, will be employed to perform the services required by this Code, when the Building Official requires that such professional persons be so employed. These acknowledgments shall be on a form furnished by the Building Official.

11. Storm water mitigation measures are required to be shown on the grading plan in accordance with the requirement of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.

12. A drainage plan for those portions of property proposed to be utilized as a building site (building pad), including elevations of floors with respect to finish site grade and locations of proposed stoops, slabs, and fences that may affect drainage.

13. Location and type of any proposed private sewage disposal system, including the location of the expansion area.

14. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.

15. Location of all recorded floodways as established by Chapter 11.60 of Title 11 – Health and Safety – of the Los Angeles County Code.

16. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

J104.3 Geotechnical and engineering geology reports.

~~A geotechnical report prepared by registered design professionals shall be provided. The report shall contain not less than the following:~~

~~1. The nature and distribution of existing soils;~~

~~2. Conclusions and recommendations for grading procedures;~~

~~3. Soil design criteria for any structures or embankments required to accomplish the proposed grading; and~~

~~4. Where necessary, slope stability studies, and recommendations and conclusions regarding site geology.~~

The geotechnical report required by Section J104.2.3 shall include data regarding the nature, distribution, and strength of existing soils, conclusions, and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading as affected by

geotechnical factors, including the stability of slopes. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

The engineering geology report required by Section J104.2.3 shall include an adequate description of the geology of the site, conclusions, and recommendations regarding the effect of geologic conditions on the proposed development, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors. The engineering geology report shall include a geologic map and cross sections utilizing the most recent grading plan as a base. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

Exception: A geotechnical or engineering geology report is not required where the ~~b~~Building ~~code o~~Official determines that the nature of the work applied for is such that a report is not necessary.

J104.4 Liquefaction study.

For sites with mapped maximum considered earthquake spectral response accelerations at short periods (S_s) greater than 0.5g as determined by Section 1613, a

study of the liquefaction potential of the site shall be provided and the recommendations incorporated in the plans. A geotechnical investigation will be required when the proposed work is a "Project" as defined in California Public Resources Code section 2693, and is located in an area designated as a "Seismic Hazard Zone" as defined in section 3722 of Title 14 of the California Code of Regulations and on Seismic Hazard Zone Maps issued by the State Geologist under Public Resources Code section 2696.

Exception: A liquefaction study is not required where the ~~b~~Building ~~o~~Official determines from established local data that the liquefaction potential is low.

SECTION 84. Section J105 is hereby amended to read as follows:

SECTION J105 INSPECTIONS

J105.1 General.

Grading ~~I~~inspections shall be governed by Section ~~110, Chapter 1, Division II of this code~~108 and as indicated herein. Grading operations for which a permit is required shall be subject to inspection by the Building Official. In addition, professional inspection of grading operations shall be performed by the Field Engineer, the Geotechnical Engineer, and the Engineering Geologist retained to provide such services in accordance with this Section for engineered grading and as required by the Building Official for regular grading.

J105.2 Special and supplemental inspections.

The special inspection requirements of Section 1705.6 shall apply to work performed under a grading permit where required by the ~~b~~Building ~~o~~Official. In addition

to the called inspections specified in Section J105.7, the Building Official may make such other inspections as may be deemed necessary to determine that the work is being performed in conformance with the requirements of this Code. The Building Official may require investigations and reports by an approved soil testing agency, Geotechnical Engineer and/or Engineering Geologist, and Field Engineer. Inspection reports shall be provided when requested in writing by the Building Official.

The Building Official may require continuous inspection of drainage devices by the Field Engineer in accordance with this Section when the Building Official determines that the drainage devices are necessary for the protection of the structures in accordance with Section 110.

J105.3 Field engineer.

The Field Engineer shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, oversee and coordinate all field surveys, set grade stakes, and provide site inspections during grading operations to ensure the site is graded in accordance with the approved grading plan and the appropriate requirements of this Code. During site grading, and at the completion of both rough grading and final grading, the Field Engineer shall submit statements and reports as required by Sections J105.11 and J105.12. If revised grading plans are required during the course of the work, they shall be prepared by a Civil Engineer and approved by the Building Official.

J105.4 Geotechnical engineer.

The Geotechnical Engineer shall provide professional inspection of those parts of

the grading project within such engineer's area of technical specialty, which shall include observation during grading and testing for required compaction. The Geotechnical Engineer shall provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this Appendix. If conditions differing from the approved geotechnical engineering and engineering geology reports are encountered during grading, the Geotechnical Engineer shall provide revised recommendations to the permittee, the Building Official, and the Field Engineer.

J105.5 Engineering geologist.

The Engineering Geologist shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. If conditions differing from the approved engineering geology report are encountered, the Engineering Geologist shall provide revised recommendations to the Geotechnical Engineer.

J105.6 Permittee.

The permittee shall be responsible for ensuring that the grading is performed in accordance with the approved plans and specifications and in conformance with the provisions of this Code. The permittee shall engage project consultants, if required under the provisions of this Code, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the project consultants, the contractor,

and the Building Official. In the event of changed conditions, the permittee shall be responsible for informing the Building Official of such change and shall provide revised plans for approval.

J105.7 Required inspections.

The permittee shall call for an inspection by the Building Official at the following various stages of work and shall obtain the approval of the Building Official prior to proceeding to the next stage of work:

Pre-grade. Before any construction or grading activities occur at the site. Permittee shall schedule a pre-grade inspection with the Building Official. The permittee shall ensure that all project consultants are present at the pre-grade inspection.

Initial grade. When the site has been cleared of vegetation and unapproved fill, and has been scarified, benched, or otherwise prepared for fill. No fill shall have been placed prior to this inspection.

Rough grade. When approximate final elevations have been established, drainage terraces, swales, and other drainage devices necessary for the protection of the building sites from flooding have been installed, berms have been installed at the top of the slopes, and the statements required by Section J105.12 have been received.

Final grade. When grading has been completed, all drainage devices necessary to drain the building pad have been installed, slope planting has been established, irrigation systems have been installed, and the as-built plans and required statements and reports have been submitted.

J105.8 Notification of noncompliance.

If, in the course of fulfilling their respective duties under this Appendix, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist determines that the work is not being done in conformance with this Appendix or the approved grading plans, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist shall immediately report, in writing, the discrepancies and the recommended corrective measures to the permittee and to the Building Official.

J105.9 Transfer of responsibility.

If the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist of record is changed at any time after the grading plans required pursuant to Section J104.2.2 or J104.2.3 have been approved by the Building Official, the permittee shall immediately provide written notice of such change to the Building Official. The Building Official may stop the grading from commencing or continuing until the permittee has identified a replacement and the replacement has agreed in writing to assume responsibility for those parts of the grading project that are within the replacement's area of technical competence.

J105.10 Non-inspected grading.

No person shall own, use, occupy, or maintain any non-inspected grading. For the purposes of this Code, non-inspected grading shall be defined as any grading for which a grading permit was first obtained, pursuant to Section J103, above, but which has progressed beyond any point requiring inspection and approval by the Building Official without such inspection and approval having been obtained.

J105.11 Routine field inspections and reports.

Unless otherwise directed by the Building Official, the Field Engineer for all engineered grading projects shall prepare routine inspection reports and shall file these reports with the Building Official as follows:

1. Bi-weekly during all times when grading of 400 cubic yards or more per week is occurring on the site;

2. Monthly, at all other times; and

3. At any time when requested in writing by the Building Official.

Such reports shall certify to the Building Official that the Field Engineer has inspected the grading site and related activities and has found them in compliance with the approved grading plans and specifications, this Code, all grading permit conditions, and all other applicable ordinances and requirements. The reports shall conform to a standard "Report of Grading Activities" form, which shall be provided by the Building Official.

J105.12 Completion of work.

Upon completion of the rough grading work and at the final completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is otherwise required by the Building Official:

1. An "as-built" grading plan prepared by the Field Engineer retained to provide such services in accordance with Section J105.3 showing all plan revisions as approved by the Building Official. This shall include original ground surface elevations,

as-built ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and the outlets of subsurface drains. As-built locations, elevations, and details of subsurface drains shall be shown as reported by the Geotechnical Engineer.

The as-built grading plan shall be accompanied by a certification by the Field Engineer that to the best of his or her knowledge, the work within the Field Engineer's area of responsibility was done in accordance with the final approved grading plan.

2. A report prepared by the Geotechnical Engineer retained to provide such services in accordance with Section J105.4, including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the approved geotechnical engineering investigation report. The report shall include a certification by the Geotechnical Engineer that, to the best of his or her knowledge, the work within the Geotechnical Engineer's area of responsibility is in accordance with the approved geotechnical engineering report and applicable provisions of this Appendix. The report shall contain a finding regarding the safety of the completed grading and any proposed structures against hazard from landslide, settlement, or slippage.

3. A report prepared by the Engineering Geologist retained to provide such services in accordance with Section J105.5, including a final description of the geology of the site and any new information disclosed during the grading and the effect of such new information, if any, on the recommendations incorporated in the approved grading

plan. The report shall contain a certification by the Engineering Geologist that, to the best of his or her knowledge, the work within the Engineering Geologist's area of responsibility is in accordance with the approved engineering geology report and applicable provisions of this Appendix. The report shall contain a finding regarding the safety of the completed grading and any proposed structures against hazard from landslide, settlement, or slippage. The report shall contain a final as-built geologic map and cross-sections depicting all the information collected prior to and during grading.

4. The grading contractor shall certify, on a form prescribed by the Building Official, that the grading conforms to said as-built plan and the approved specifications.

5. When a landscape permit is required by Section 490.1 of the California Department of Water Resources Model Water Efficient Landscape Ordinance, the Landscape Architect shall certify on a form prescribed by the Building Official that the landscaping conforms to approved landscape plans and specifications.

J105.13 Notification of completion.

The permittee shall notify the Building Official when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures, have been completed in accordance with the final approved grading plan, and all required reports have been submitted and approved.

J105.14 Change of ownership.

Unless otherwise required by the Building Official, when a grading permit has

been issued on a site and the owner sells the property prior to final grading approval, the new property owner shall be required to obtain a new grading permit.

SECTION 85. Section J106.1 is hereby amended to read as follows:

J106.1 Maximum cut slope.

The slope of cut surfaces shall be no steeper than is safe for the intended use, and shall be not more than one unit vertical in two units horizontal (50-percent slope) unless the owner or the owner's authorized agent furnishes a geotechnical or an engineering geology report, or both, justifying a steeper slope. The reports must contain a statement by the Geotechnical Engineer or Engineering Geologist that the site was investigated and an opinion that a steeper slope will be stable and will not create a hazard to public or private property, in conformance with the requirements of Section 111. The Building Official may require the slope of the cut surfaces to be flatter in slope than 2 units horizontal to 1 unit vertical if the Building Official finds it necessary for the stability and safety of the slope.

Exceptions:

~~1.~~ A cut surface shall be permitted to be at a slope of 1.5 units horizontal to one unit vertical (67 percent slope) provided that all of the following are met:

~~1.~~1. It is not intended to support structures or surcharges.

~~1.~~2. It is adequately protected against erosion.

~~1.~~3. It is no more than 8 feet (2438 mm) in height.

~~1.~~4. It is approved by the ~~b~~Building ~~code o~~Official.

~~1.~~5. Ground water is not encountered.

~~2. A cut surface in bedrock shall be permitted to be at a slope of one unit horizontal to one unit vertical (100 percent slope).~~

SECTION 86. Section J107 is hereby amended to read as follows:

SECTION J107 FILLS

J107.1 General.

Unless otherwise recommended in the geotechnical report, fills shall comply with the provisions of this ~~s~~Section.

Exception: The Building Official may permit a deviation from the provisions of this Appendix for minor fills not intended to support structures, where no geotechnical report has been prepared.

J107.2 Surface Preparation.

Fill slopes shall not be constructed on natural slopes steeper than 2 units horizontal to 1 unit vertical (50 percent slope). The ground surface shall be prepared to receive fill by removing vegetation, topsoil, and other unsuitable materials (including any existing fill that does not meet the requirements of this Appendix), and scarifying the ground to provide a bond with the fill material.

Subdrains shall be provided under all fills placed in natural drainage courses and in other locations where seepage is evident, except where the Geotechnical Engineer or Engineering Geologist recommends otherwise. Such sub-drainage systems shall be of a material and design approved by the Geotechnical Engineer and acceptable to the Building Official. The Geotechnical Engineer shall provide continuous inspection during the process of subdrain installations. The location of the subdrains shall be shown on a

plan prepared by the Geotechnical Engineer. Excavations for the subdrains shall be inspected by the Engineering Geologist when such subdrains are included in the recommendations of the Engineering Geologist.

J107.3 Benching.

Where existing grade is at a slope steeper than one unit vertical in five units horizontal (20-percent slope) and the depth of the fill exceeds 5 feet (1524 mm), benching shall be provided into sound bedrock or other competent material as determined by the Geotechnical Engineer in accordance with Figure J107.3, or as determined by the Geotechnical Engineer. When fill is to be placed over a cut, Aa key shall be provided that is not less than 10 feet (3048 mm) in width and 2 feet (610 mm) in depth. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be constructed thereon. The Geotechnical Engineer or Engineering Geologist, or both, shall inspect and approve the cut as being suitable for the foundation and placement of fill material before any fill material is placed on the excavation.

J107.4 Fill material.

Fill material shall not include organic, frozen, or other deleterious materials. Rock or similar irreducible material greater than 12 inches (305 mm) in any dimension shall not be included in fills.

Exception: The Building Official may permit placement of larger rock when the Geotechnical Engineer properly devises and recommends a method of placement, and continuously inspects the placement and approves the fill stability. The following requirements shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.

2. Rock sizes greater than 12 inches (0.3 m) in maximum dimension shall be 10 feet (3.0 m) or more below grade, measured vertically.

3. Rocks shall be placed so as to assure filling of all voids with well-graded soil.

4. The reports submitted by the Geotechnical Engineer shall acknowledge the placement of the oversized material and whether the work was performed in accordance with the engineer's recommendations and the approved plans.

5. The location of oversized rock dispersal areas shall be shown on the as-built plan.

J107.5 Compaction.

All fill material shall be compacted to a minimum of 90 percent of maximum density as determined by ASTM D1557, Modified Proctor, in lifts not exceeding 12 inches (305 mm) in depth within 40 feet (12.2 m) below finished grade and 93 percent of maximum dry density deeper than 40 feet (12.2 m) below finished grade, unless a lower relative compaction (not less than 90 percent of maximum dry density) is justified by the Geotechnical Engineer and approved by the Building Official. Where ASTM D1557, Modified Proctor, is not applicable, a test acceptable to the Building Official shall be used.

Field density shall be determined by a method acceptable to the Building Official. However, not less than ten percent of the required density tests, uniformly distributed, shall be obtained by the Sand Cone Method.

Fill slopes steeper than 2 units horizontal to 1 unit vertical (50-percent slope) shall be constructed by the placement of soil a sufficient distance beyond the proposed finish slope to allow compaction equipment to operate at the outer surface limits of the final slope surface. The excess fill is to be removed prior to completion or rough grading. Other construction procedures may be utilized when it is first shown to the satisfaction of the Building Official that the angle of slope, construction method, and other factors will comply with the intent of this Section.

J107.6 Maximum slope.

The slope of fill surfaces shall be not steeper than is safe for the intended use. Fill slopes steeper than one unit vertical in two units horizontal (50-percent slope) shall be justified by ~~a~~ geotechnical reports ~~or engineering data~~conforming to the requirements of Section 111, containing a statement by the Geotechnical Engineer that the site has been investigated and an opinion that a steeper fill slope will be stable and will not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the Building Official determines that such information is necessary to verify the stability and safety of the proposed slope. The Building Official may require the fill slope to be constructed with a face flatter in slope than 2 units horizontal to 1 unit vertical (50-percent slope) if the Building Official finds it necessary for stability and safety of the slope.

J107.7 Slopes to receive fill.

Where fill is to be placed above the top of an existing slope steeper than 3 units horizontal to 1 unit vertical (33-percent slope), the toe of the fill shall be set back from the top edge of the existing slope a minimum distance of 6 feet (1.8 m) measured horizontally or such other distance as may be specifically recommended by a Geotechnical Engineer or Engineering Geologist and approved by the Building Official.

J107.8 Inspection of fill.

For engineered grading, the Geotechnical Engineer shall provide sufficient inspections during the preparation of the natural ground and the placement and compaction of the fill to ensure that the work is performed in accordance with the conditions of plan approval and the appropriate requirements of this Appendix. In addition to the above, the Geotechnical Engineer shall provide continuous inspection during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 feet (9.1 m) or result in a slope surface steeper than 2 units horizontal to 1 unit vertical (50-percent slope).

J107.9 Testing of fills.

Sufficient tests of the fill soils shall be made to determine the density and to verify compliance of the soil properties with the design requirements. This includes soil types and shear strengths in accordance with Section J111 Referenced Standards.

SECTION 87. Section J108 is hereby amended to read as follows:

SECTION J108 SETBACKS

J108.1 General.

Cut and fill slopes shall be set back from the property lines in accordance with this ~~s~~Section. Setback dimensions shall be measured perpendicular to the property line and shall be as shown in Figure J108.1, unless substantiating data is submitted justifying reduced setbacks and reduced setbacks are recommended in a geotechnical engineering and engineering geology report approved by the Building Official.

J108.2 Top of slope.

The setback at the top of a cut slope shall be not less than that shown in Figure J108.1, or than is required to accommodate any required interceptor drains, whichever is greater. For graded slopes, the property line between adjacent lots shall be at the apex of the berm at the top of the slope. Property lines between adjacent lots shall not be located on a graded slope steeper than 5 units horizontal to 1 unit vertical (20-percent slope).

J108.3 Toe of fill s~~S~~lope protection.

The setback from the toe of a fill slope shall not be less than that shown by Figure J108.1. Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the ~~b~~Building ~~o~~Official, shall be included. Examples of such protection may include but shall not be limited to:

1. Setbacks greater than those required by Figure J108.1.
2. Provisions for retaining walls or similar construction.
3. Erosion protection of the fill slopes.
4. Provision for the control of surface waters.

J108.4 Alternate setbacks.

The Building Official may approve alternate setbacks if he or she determines that no hazard to life or property will be created or increased. The Building Official may require an investigation and recommendation by a qualified engineer or Engineering Geologist to justify any proposed alternate setback.

SECTION 88. Figure J108.1 is hereby amended to read as follows:

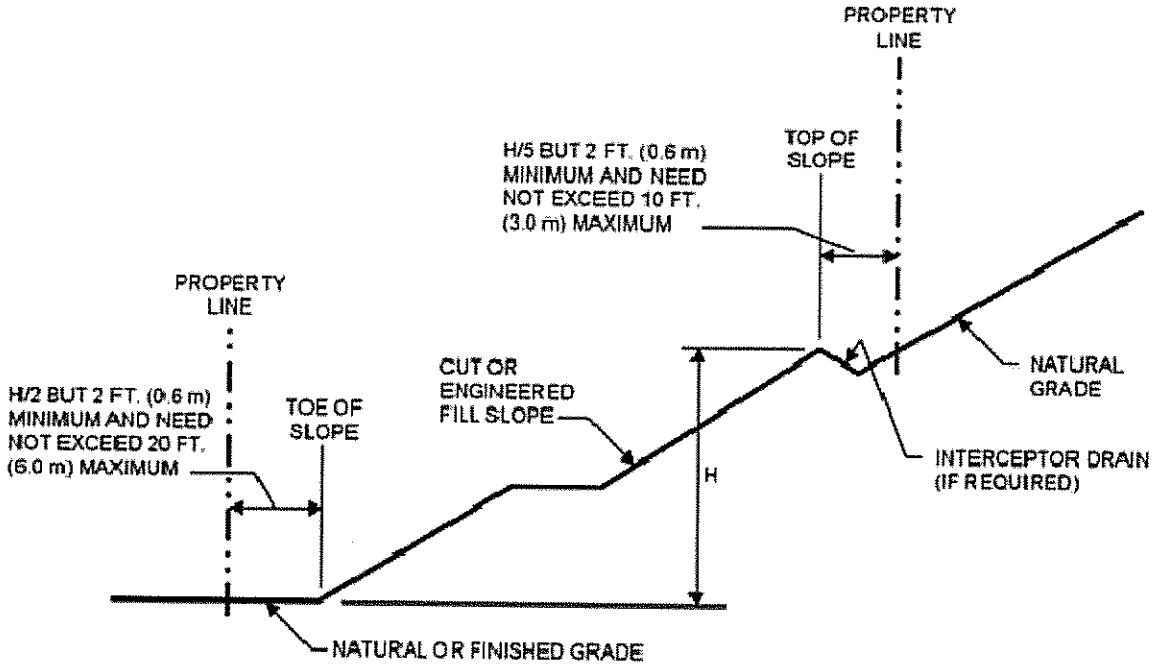


FIGURE J108.1
~~DRAINAGE~~SETBACK DIMENSIONS

SECTION 89. Section J109 is hereby amended to read as follows:

SECTION J109 DRAINAGE AND TERRACING

J109.1 General.

Unless otherwise recommended by a ~~registered design professional~~licensed Civil

Engineer and approved by the Building Official, drainage facilities and terracing shall be provided in accordance with the requirements of ~~this~~ ~~s~~Section J109.2 for all cut and fill slopes 3 units horizontal to 1 unit vertical (33-percent slope) and steeper.

~~**EXCEPTION:** Drainage facilities and terracing need not be provided where the ground slope is not steeper than one unit vertical in three units horizontal (33-percent slope).~~

For slopes flatter than 3 units horizontal to 1 unit vertical (33-percent slope) and steeper than 5 units horizontal to 1 unit vertical (20-percent slope), a paved swale or ditch shall be installed at 30 foot (9.1 m) vertical intervals to control surface drainage and debris. Swales shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Swales must be paved with reinforced concrete not less than 3 inches (0.08 m) in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an equivalent approved by the Building Official. Swales must have a minimum flow line depth of 1 foot (0.3 m) and a minimum paved width of 18 inches (0.5 m). Swales shall have a minimum gradient of not less than 5 percent. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade.

J109.2 Drainage ~~T~~terraces.

Drainage t~~T~~erraces not less than ~~6 feet (1829 mm)~~8 feet (2.4 m) in width shall be established at not more than 30-foot (9144 mm) vertical intervals on all cut or fill slopes

to control surface drainage and debris. ~~Suitable access shall be provided to allow for cleaning and maintenance.~~

~~Where more than two terraces are required, one terrace, located at approximately mid-height, shall be at least 12 feet (3658 mm) in width.~~

~~Swales or ditches shall be provided on terraces. They shall have a minimum gradient of one unit vertical in 20 units horizontal (5-percent slope) and shall be paved with concrete not less than 3 inches (76 mm) in thickness, or with other materials suitable to the application. They shall have a depth not less than 12 inches (305 mm) and a width not less than 5 feet (1524 mm).~~

~~A single run of swale or ditch shall not collect runoff from a tributary area exceeding 13,500 square feet (1256 m2) (projected) without discharging into a down drain.~~When only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 100 feet (30.5 m) and up to 120 feet (36.6 m) in vertical height, one terrace at approximately mid-height shall be 20 feet (6.1 m) in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet (36.6 m) in height shall be designed by the Civil Engineer and approved by the Building Official. Suitable access shall be provided to permit proper cleaning and maintenance.

Drainage swales on terraces shall have a longitudinal grade of not less than 5 percent nor more than 12 percent and a minimum depth of 1 foot (0.3 m) at the flow line. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade. Drainage swales must be paved with reinforced concrete not less than 3 inches (0.8 m)

in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an approved equal paving. Drainage swales shall have a minimum depth at the deepest point of 1 foot (0.3 m) and a minimum paved width of 5 feet (1.5 m). Drainage swales on terraces shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Downdrains or drainage outlets shall be provided at approximately 300 foot (91.4 m) intervals along the drainage terrace or at equivalent locations. Down drains and drainage outlets shall be of approved materials and of adequate capacity to convey the intercepted waters to the point of disposal as defined in Section J109.5.

J109.3 Interceptor drains and overflow protection.

Berms, ~~I~~interceptor drains, swales, or other devices shall be installed along the top of cut slopes ~~receiving drainage from a tributary width greater than 40 feet (12 192 mm), measured horizontally.~~ to prevent surface waters from overflowing onto and damaging the face of a slope. Berms used for slope protection shall not be less than 12 inches (0.3 m) above the level of the pad and shall slope back at least 4 feet (1.2 m) from the top of the slope.

Interceptor drains shall be installed along the top of graded slopes greater than 5 feet in height receiving drainage from a slope with a tributary width greater than 30 feet (9.1 m), measured horizontally. They shall have a minimum depth of 1 foot (305 mm) and a minimum width of 3 feet (915 mm). The slope shall be approved by the ~~b~~Building ~~o~~Official, but shall be not less than one unit vertical in 50 units horizontal (2-

percent slope). The drain shall be paved with concrete not less than 3 inches (76mm) in thickness, or by other materials suitable to the application, and reinforced as required for drainage terraces. Discharge from the drain shall be accomplished in a manner to prevent erosion and shall be approved by the ~~b~~Building ~~o~~Official.

. . .

J109.5 Disposal.

All drainage facilities shall be designed to convey waters to the nearest-practicable street, storm drain, or natural watercourse or drainage way approved by the Building Official or other appropriate governmental agency, provided that the discharge of such waters at that location will not create or increase a hazard to life or property. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices. Desilting basins, filter barriers, or other methods, as approved by the Building Official, shall be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains, or natural watercourses. If the drainage device discharges onto natural ground, riprap or a similar energy dissipator may be required.

Building pads shall have a minimum drainage gradient of 2 percent toward an approved drainage facility or a public street unless otherwise directed by the Building Official. A lesser slope may be approved by the Building Official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the Building Official finds such modification will not result in a hazard to life or property.

SECTION 90. Section J110 is hereby amended to read as follows:

SECTION J110 **SLOPE PLANTING AND EROSION CONTROL**

J110.1 **General.**

The faces of cut and fill slopes shall be prepared and maintained to control erosion. This control shall ~~be permitted to~~ consist of effective planting, erosion control blankets, soil stabilizers, or other means as approved by the Building Official.

Exception: Erosion control measures need not be provided on cut slopes not subject to erosion due to the erosion-resistant character of the materials, as approved by the Project Consultants to the satisfaction of the Building Official.

. . .

J110.3 **Planting.**

The surface of all cut slopes more than 5 feet (1.5 m) in height and fill slopes more than 3 feet (0.9 m) in height shall be protected against damage from erosion by planting with grass or ground cover plants. Slopes exceeding 15 feet (4.6 m) in vertical height shall also be planted with shrubs, spaced at not to exceed 10 feet (3 m) on center, or trees, spaced at not to exceed 20 feet (6.1 m) on center; or a combination of shrubs and trees at an equivalent spacing, in addition to the grass or ground cover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site.

Plant material shall be selected that will produce a coverage of permanent planting to effectively control erosion. Consideration shall be given to deep-rooted plant material needing limited watering, maintenance, high root to shoot ratio, wind

susceptibility, and fire-retardant characteristics. All plant materials must be approved by the Building Official.

Planting may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, irrigation requirements, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative planting will provide a permanent and effective method of erosion control. Modifications to planting must be approved by the Building Official prior to installation.

J110.4 Irrigation.

Slopes required to be planted by Section J110.3 shall be provided with an approved system of irrigation that is designed to cover all portions of the slope. Irrigation system plans shall be submitted to and approved by the Building Official prior to installation. A functional test of the system may be required.

For slopes less than 20 feet (6.1 m) in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet (15.2 m) is necessary for irrigation.

Irrigation requirements may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, plant types, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative

irrigation method will sustain the proposed planting and provide a permanent and effective method of erosion control. Modifications for irrigation systems must be approved by the Building Official prior to installation.

J110.5 Plans and specifications.

Planting and irrigation plans shall be submitted for slopes that are required to be planted and irrigated pursuant to Sections J110.3 and J110.4. Except as otherwise required by the Building Official for minor grading, the plans for slopes 20 feet (6.1 m) or more in vertical height shall be prepared and signed by a Civil Engineer or Landscape Architect. If requested by the Building Official, planting and irrigation details shall be included on the grading plan.

J110.6 Rodent control.

Fill slopes shall be protected from potential slope damage by a preventative program of rodent control.

J110.7 Release of security.

The planting and irrigation systems required by this Section shall be installed as soon as practical after rough grading. Prior to final approval of grading and before the release of the grading security, the planting shall be well established and growing on the slopes and there shall be evidence of an effective rodent control program.

J110.8 National Pollutant Discharge Elimination System (NPDES) compliance.

J110.8.1 General.

All grading plans and permits and the owner of any property on which such

grading is performed shall comply with the provisions of this Section for NPDES compliance.

All best management practices shall be installed before grading begins or as instructed in writing by the Building Official for unpermitted grading as defined by Section J103.3. As grading progresses, all best management practices shall be updated as necessary to prevent erosion and to control construction-related pollutants from discharging from the site. All best management practices shall be maintained in good working order to the satisfaction of the Building Official until final grading approval has been granted by the Building Official and all permanent drainage and erosion control systems, if required, are in place. Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

J110.8.2 Storm Water Pollution Prevention Plan (SWPPP).

The Building Official may require a SWPPP. The SWPPP shall contain details of best management practices, including desilting basins or other temporary drainage or control measures, or both, as may be necessary to control construction-related pollutants that originate from the site as a result of construction-related activities. When the Building Official requires a SWPPP, no grading permit shall be issued until the SWPPP has been submitted to and approved by the Building Official.

For unpermitted grading as defined by Section J103.3 upon written request, a SWPPP in compliance with the provisions of this Section and Section 106.4.3 for

NPDES compliance shall be submitted to the Building Official. Failure to comply with this Section is subject to "Noncompliance Penalties" per Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

J110.8.3 Erosion and Sediment Control Plans (ESCP).

Where a grading permit is issued and the Building Official determines that the grading will not be completed prior to November 1, the owner of the site on which the grading is being performed shall, on or before October 1, file or cause to be filed with the Building Official an ESCP. The ESCP shall include specific best management practices to minimize the transport of sediment and protect public and private property from the effects of erosion, flooding, or the deposition of mud, debris, or construction-related pollutants. The best management practices shown on the ESCP shall be installed on or before October 15. The plans shall be revised annually or as required by the Building Official to reflect the current site conditions.

The ESCP shall be accompanied by an application for plan checking services and plan-checking fees in an amount determined by the Building Official, up to but not exceeding 10 percent of the original grading permit fee.

Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

J110.8.4 Storm Water Pollution Prevention Plan (SWPPP), effect of noncompliance.

Should the owner fail to submit the SWPPP or the ESCP as required by Section J110.8, or fail to install the best management practices, it shall be deemed that a default has occurred under the conditions of the grading permit security. The Building Official may thereafter enter the property for the purpose of installing, by County forces or by other means, the drainage, erosion control, and other devices shown on the approved plans, or if there are no approved plans, as the Building Official may deem necessary to protect adjoining property from the effects of erosion, flooding, or the deposition of mud, debris, or constructed-related pollutants.

The Building Official shall also have the authority to impose and collect the penalties imposed by Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

J110.8.5 Noncompliance penalties.

The amount of the penalties shall be as follows:

1. If a SWPPP or an ESCP is not submitted as prescribed in Sections J110.8.2 and J110.8.3:

Grading Permit Volume	Penalty
1-10,000 cubic yards (1-7645.5 m^3)	$50.00 per day
10,001-100,000 cubic yards (7646.3-76455 m^3)	$250.00 per day
More than 100,000 cubic yards (76455 m^3)	$500.00 per day

2. If the best management practices for storm water pollution prevention and wet weather erosion control, as approved by the Building Official, are not installed as prescribed in this Section J110.8:

Grading Permit Volume	Penalty
1-10,000 cubic yards (1-7645.5 m^3)	$100.00 per day
10,001-100,000 cubic yards (7646.3-76455 m^3)	$250.00 per day
More than 100,000 cubic yards (76455 m^3)	$500.00 per day

NOTE: See Section 108 for inspection request requirements.

SECTION 91. Section J111 is hereby amended to read as follows:

SECTION J111 REFERENCED STANDARDS

~~ASTM D1557-12~~	~~Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [56,000 ft-lb/ft^3 (2,700kN-m/m^3)].~~	~~J 107.5~~

These regulations establish minimum standards and are not intended to prevent the use of alternate materials, methods, or means of conforming to such standards, provided such alternate has been approved by the Building Official.

The Building Official shall approve such an alternate provided they determine that the alternate is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, durability, and safety.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims regarding the alternate.

The standards listed below are recognized standards. Compliance with these recognized standards shall be prima facie evidence of compliance with the standards set forth in Sections J104 and J107.

ASTM D 1557 – Latest Revision	Laboratory Characteristics Compaction of Soil Using Modified Effort	J107.5
ASTM D 1556 – Latest Revision	Density and Unit Weight of Soils In Place by the Sand Cone Method	J104.2.3, J104.3 and J107.9
ASTM D 2167 – Latest Revision	Density and Unit Weight of Soils In Place by the Rubber Balloon Method	J104.2.3 J104.3 and J107.9

ASTM D 2937 – Latest Revision	Density of Soils in Place by the Drive Cylinder Method	J104.2.3 J104.3 and J107.9
ASTM D 2922 – Latest Revision	Density of Soil and Soil Aggregate In Place by Nuclear Methods	J104.2.3 J104.3 and J107.9
ASTM D 3017 – Latest Revision	Water Content of Soil and Rock in Place by Nuclear Methods	J104.2.3, J104.3 and J107.9

SECTION 92. Section O101.1 is hereby amended to read as follows:

O101.1 Scope.

This appendix ~~shall be applicable~~applies to emergency housing and emergency housing facilities, as defined in Section O102, when and to the extent that the County of Los Angeles Board of Supervisors ("Board") finds, by motion, resolution, or otherwise, that this appendix applies to a specific state of emergency, local emergency, or declaration of shelter crisis. Notwithstanding a Board finding that this appendix applies to a state of emergency, local emergency, or declaration of shelter crisis, the enforcing agency may opt out from the applicability of this appendix, in whole or in part, for emergency housing and/or emergency housing facilities that are located on property owned, operated, leased, or maintained by the County of Los Angeles, and the enforcing agency may specify alternative minimum site-specific standards relating thereto, consistent with ensuring minimal public health and safety.

SECTION 93. Section O102.1 is hereby amended to read as follows:

O102.1 General.

. . .

ENFORCING AGENCY. The Building Official as defined in Section 104.3 of this Code.

. . .

SECTION 94. Section O103.1 is hereby amended to read as follows:

O103.1 General.

Emergency sleeping cabins, emergency transportable housing units, membrane structures and tents constructed and/or assembled in accordance with this appendix, shall be occupied only during the duration of the declaration of state of emergency, local emergency, or shelter crisis.

. . .

SECTION 95. Section O103.4 is hereby amended to read as follows:

O103.4 Fire and life safety requirements not addressed in this appendix.

If not otherwise addressed in this appendix, fire and life safety measures, including, but not limited to, means of egress, fire separation, fire sprinklers, smoke alarms, and carbon monoxide alarms, shall be determined and enforced by the enforcing agency in consultation with the Departments of Public Health, Fire and other pertinent County departments, as applicable.

SECTION 96. Section O106.1 is hereby amended to read as follows:

O106.1 General.

. . .

Tents and membrane structures shall be provided with means of ventilation (natural and/or mechanical) allowing for adequate air replacement, as determined by the enforcing agency.

SECTION 97. Section O107.1 is hereby amended to read as follows:

O107.1 General.

Emergency housing shall comply with the ~~applicable~~ requirements in Chapter 11B and/or the US Access Board Final Guidelines for Emergency Transportable Housing as determined by the enforcing agency.

. . .

SECTION 98. Section O110.1.1 is hereby added to read as follows:

O110.1.1 Backflow prevention.

Backflow prevention devices shall be provided in accordance with Section 602.3 of the Plumbing Code.

SECTION 99. Section O110.1.2 is hereby added to read as follows:

O110.1.2 Drinking fountains.

An adequate number of drinking fountains, bottle fillers or drinking facilities shall be provided as determined by the enforcing agency.

SECTION 100. Section O110.3 is hereby amended to read as follows:

O110.3 Toilet and bathing facilities.

. . .

The maximum travel distance from any sleeping and/or living area to the toilet facility shall not exceed 300 feet (91.4 m) or as determined by the enforcing agency.

SECTION 101. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 California Building Code. Some of those changes are administrative in nature in that they do not constitute changes or

modifications to requirements contained in the building standards published in the California Building Standards Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance that are not administrative in nature, are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles as more particularly described in the table set forth below.

BUILDING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
701A.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.

Code Section	Condition	Explanation of Amendment
703A.5.2 and 703A.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
704A.3	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
705A.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
1030.4	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of earthquake fault systems capable of producing major earthquakes, including but not limited to the 1994 Northridge Earthquake. The proposed amendment is intended to prevent occupants from being trapped in a building and to allow rescue workers to easily enter after an earthquake.
1507.3.1	Geological	Section amended to require concrete and clay tiles to be installed over solid structural sheathing boards only, due to the increased risk of significant earthquakes in the County. The changes in Section 1507.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. The Structural Engineers Association of Southern California ("SEAOSC") and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately or the nails were not attached on each side of each tile or the nail just pulled out over a period of time because the shank of the nails were smooth. Therefore, the amendment is needed to minimize such occurrences in the event of future significant earthquakes.

Table 1507.3.7	Geological	Table amended to require proper anchorage for clay or concrete tiles from sliding or rotating due to the increased risk of significant earthquakes in the County. This amendment incorporates the design provisions developed based on detailed study of the 1994 Northridge and the 1971 Sylmar earthquakes.
1613.7 and 1613.7.1	Geological	The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospital, school, police, and fire station, etc., from adjoining structures. The deletion of the importance factor from Equation 12.12-1 will ensure that a safe seismic separation distance is provided. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.7.2	Geological	Damage to one- and two-family dwellings of light frame construction resulting from the Northridge Earthquake may have been partially attributed to vertical irregularities common to this type of occupancy and construction. In an effort to improve quality of construction and incorporate lessons learned from studies after the Northridge Earthquake, the modification to ASCE 7, Section 12.2.3.1, by limiting the number of stories and height of the structure to two stories will significantly minimize the impact of vertical irregularities and concentration of inelastic behavior from mixed structural systems. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.7.3	Geological	The SEAOSC and Los Angeles City Joint Task Force investigated the performance of concrete and masonry construction with flexible wood diaphragm failures after the Northridge earthquake. It was determined that continuous ties are needed at specified spacing to control cross grain tension in the interior of the diaphragm. Additionally, subdiaphragm shears need to be limited to control combined orthogonal stresses within the diaphragm. Recognizing the importance and need to continue the recommendation made by the task force, but also taking into consideration the improved

		performance and standards for diaphragm construction today, a proposal to increase the continuous tie spacing limit to 40 ft in lieu of 25 ft and to use 75 percent of the allowable code diaphragm shear to determine the depth of the sub-diaphragm in lieu of the 300 plf is deemed appropriate and acceptable. The Los Angeles region is within a very active geological location. Due to the frequency of this type of failure during previous significant earthquakes, various jurisdictions within this region have taken these additional steps to prevent roof or floor diaphragms from pulling away from concrete or masonry walls. This amendment is a continuation of an amendment adopted during a previous code adoption cycles.
1613.7.4	Geological	This change is to implement the provisions in ASCE 7-16. This provision allows for a limited value to be used in the seismic design of a building when certain criteria are met. The current provision does not clearly state the criteria and has created misapplications of this section. It is necessary to adopt this provision now to avoid further misinterpretation of the intent of the 5 story limit, and how the height of the building is measured. The Los Angeles region is within a very active geological location. When applying the story height limit, mezzanines need to be considered as floor levels due to the added mass, overturning forces, and the variation in shear wall stiffnesses that are created. ASCE 7-16 provisions need to be incorporated into the Code to ensure that new buildings and additions to existing buildings are designed and constructed in accordance with the purpose and intent of the Building Code.
1613.8	Geological Topographical	Section is added to improve seismic safety of buildings constructed on or into hillsides. Due to the local topographical and geological conditions of the sites within the Los Angeles region and their probabilities for earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A SEAOSC and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage

		to these structures and have been in use by both the City and County of Los Angeles for several years with much success. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1704.6	Geological	The language in Sections 1704.6 of the California Building Code permits the owner to employ any registered design professional to perform structural observations with minimum guidelines. However, it is important that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design, or their designee, who was involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the Building Official. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1704.6.1	Geological	With the higher seismic demand placed on buildings and structures in this region, the language in sections 1704.6.1, Item 3, of the California Building Code would permit many low-rise buildings and structures with complex structural elements to be constructed without the benefit of a structural observation. By requiring a registered design professional to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. An exception is provided to permit simple structures and buildings to be excluded. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

1705.3	Geological	Results from studies after the 1994 Northridge Earthquake indicated that a significant portion of the damage was attributable to lack of quality control during construction resulting in poor performance of the building or structure. Therefore, the amendment restricts the exceptions to the requirement for special inspection. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.12	Geological	In Southern California, very few detached one- or two-family dwellings not exceeding two stories above grade plane are built as "box-type" structures specially for those in hillside areas and near the oceanfront. Many with steel moment frames or braced frames, and/or cantilevered columns, can still be shown as "regular" structures by calculations. With the higher seismic demand placed on buildings and structures in this region, the language in section 1705.12, Item 3, of the California Building Code would permit many detached one- or two-family dwellings not exceeding two stories above grade plane with complex structural elements to be constructed without the benefit of special inspections. By requiring special inspections, the quality of major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. The exception should only be allowed for detached one- or two-family dwellings not exceeding two stories above grade plane assigned to Seismic Design Categories A, B, and C.
1807.1.4	Climatic Geological	No substantiating data has been provided to show that a wood foundation is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood retaining walls, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet

		applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood foundations that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1807.1.6	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions that do not take into consideration the surrounding environment. Plain concrete performs poorly in withstanding the cyclic forces resulting from seismic events. In addition, no substantiating data has been provided to show that under-reinforced foundation walls are effective in resisting seismic loads, and may potentially lead to a higher risk of failure. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these issues into consideration. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.3 and Figure 1809.3	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result for under-reinforced footings located on sloped surfaces. Requiring minimum reinforcement for stepped footings is intended to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.7 and Table 1809.7	Geological	No substantiating data has been provided to show that under-reinforced footings are effective in resisting seismic loads, and therefore they may potentially lead to a higher risk of failure. This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. With

		the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions for footings that do not take into consideration the surrounding environment. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these factors into consideration. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.12	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems, which may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1810.3.2.4	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are

		not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1905.1.7	Geological	This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1905.1.8 through 1905.1.11	Geological	These amendments are intended to carry over critical provisions for the design of concrete columns in moment frames from the Uniform Building Code (UBC). Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the UBC a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls from being included in the seismic load resisting system, since their failure could have a catastrophic effect on the building. Furthermore, this amendment was incorporated into this Code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs has been observed in some instances to have popped out of the slab due to

		insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick slabs to prevent buckling of such reinforcements. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.10.1 and Table 2304.10.1	Geological	Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.12.5	Climatic Geological	No substantiating data has been provided to show that wood used in retaining or crib walls is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood used in retaining or crib walls, when it is not properly treated and protected against deterioration, has performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood in retaining or crib walls, which experience relatively rapid decay due to the fact that the region does not

		experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
2305.4	Geological	The overdriving of nails into the structural wood panels still remains a concern when pneumatic nail guns are used for wood structural panel shear wall nailing. Box nails were observed to cause massive and multiple failures of the typical 3/8-inch thick plywood during the 1994 Northridge Earthquake. The use of clipped head nails continues to be restricted from use in wood structural panel shear walls where the minimum nail head size must be maintained in order to minimize nails from pulling through sheathing materials. Clipped or mechanically driven nails used in wood structural panel shear wall construction were found to perform much worse in previous wood structural panel shear wall testing done at the University of California Irvine. The existing test results indicated that, under cyclic loading, the wood structural panel shear walls were less energy absorbent and less ductile. The panels reached ultimate load capacity and failed at substantially less lateral deflection than those using same-size hand-driven nails. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2305.5	Geological	Many of the hold-down connectors currently in use do not have any acceptance report based on dynamic testing protocols. This amendment continues to limit the allowable capacity to 75% of the acceptance report value to provide an additional factor of safety for statically tested anchorage devices. Cyclic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a static manner. Steel plate washers will reduce the additional damage that can result when hold-down connectors are fastened to wood framing

		members. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2306.2 2306.3 2307.2 2308.6.5.1 2308.6.5.2 Figure 2308.6.5.1 and Figure 2308.6.5.2	Geological	The SEAOSC and the Los Angeles City Joint Task Force that investigated damage to buildings and structures during the 1994 Northridge Earthquake recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing. That recommendation was consistent with a report to the Governor from the Seismic Safety Commission of the State of California recommending that code requirements be "more thoroughly substantiated with testing." The allowable shear values for wood structural panel shear walls or diaphragms fastened with staples are based on monotonic testing and do not take into consideration that earthquake forces load shear wall or diaphragm in a repeating and fully reversible manner. In September 2007, limited cyclic testing was conducted by a private engineering firm to determine if wood structural panels fastened with staples would exhibit the same behavior as wood structural panels fastened with common nails. The test result revealed that wood structural panels fastened with staples demonstrated much lower strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Categories D, E and F unless it can be substantiated by cyclic testing. Furthermore, the cities and unincorporated areas within the Los Angeles region have taken extra measures to maintain the structural integrity of the framing of shear walls and diaphragms designed for high levels of seismic forces by requiring wood sheathing be applied directly over the framing members and prohibiting the use of panels placed over gypsum sheathing. This amendment is intended to prevent the undesirable performance of nails when

		gypsum board softens due to cyclic earthquake displacements and the nail ultimately does not have any engagement in a solid material within the thickness of the gypsum board. This amendment continues the previous amendment adopted during the 2007 code adoption cycle.
2308.6.8.1	Geological	With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. The purpose of this amendment is to limit the use of the exception to structures assigned to Seismic Design Category A, B or C where lower seismic demands are expected. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
Table 2308.6.1	Geological	This amendment specifies minimum sheathing thickness and nail size and spacing so as to provide a uniform standard of construction for designers and buildings to follow. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2308.6.9	Geological	Due to the high geologic activities in the Southern California area and the required higher level of performance of buildings and structures, this amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC,

		Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles.
J101.1	Geological Topographical Climate	This Section is revised to include erosion and sediment control measures to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region.
J101.10	Geological Topographical Climate	This Section is revised to maintain safety and integrity of public or private property adjacent to grading sites due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J103.1 – J103.2 and Figure J103.2	Geological Topographical Climate	Sections revised to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J104.2.1 – J104.4	Geological Topographical Climate	Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J105.1-J105.14	Geological Topographical Climate	Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J106.1	Geological Topographical Climate	Section revised to require more stringent cut slope ratios to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region.

J107.1- J107.7	Geological Topographical Climate	Sections revised to provide more stringent fill requirements for slope stability, and settlement due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J107.8 – J107.9	Geological Topographical Climate	Sections revised to provide more stringent inspection and testing requirements for fill slope stability due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J108.1 – J108.4	Geological Topographical Climate	Sections revised to provide more stringent slope setback requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J109.1 – J109.3	Geological Topographical Climate	Sections revised to provide more stringent drainage and terracing requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J109.5	Geological Topographical Climate	Subsection added to provide for adequate outlet of drainage flows due to the diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J110.1 - J110.8.5	Geological Topographical Climate	Sections revised or added to provide for State requirements of storm water pollution prevention and more stringent slope planting, and slope stability requirements to control erosion due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J111	Geological Topographical Climate	Section revised to reference additional standards for soils testing due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.

SECTION 93. This ordinance shall become operative on January 1, 2020.

[TITLE26BUILDINCODE2019CSCC]

ANALYSIS

This ordinance repeals those provisions of Title 27 – Electrical Code of the Los Angeles County Code – that incorporate by reference portions of the 2016 California Electrical Code, and replaces them with provisions incorporating by reference portions of the 2019 California Electrical Code, published by the California Building Standards Commission. Unless deleted or modified herein, the previously enacted provisions of Title 27 continue in effect.

State law requires that the County's Electrical Code impose the same requirements as are contained in the building standards published in the most recent edition of the California Electrical Code except for changes or modifications deemed reasonably necessary by the County because of local climatic, geological, or topographical conditions. The changes and modifications to requirements contained in the building standards published in the 2019 California Electrical Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions. This ordinance also makes certain modifications to the administrative provisions of Title 27.

MARY C. WICKHAM
County Counsel

By Carole Suzuki
CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:lm

Requested: 07/01/19
Revised: 08/27/19

HOA.102572073.1

ORDINANCE NO. _____

An ordinance amending Title 27 – Electrical Code of the Los Angeles County Code – by adopting and incorporating by reference portions of the 2019 California Electrical Code with certain changes and modifications, and making other revisions thereto.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Sections 89.102 through 89.114 of Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, H, I, and J, which incorporate by reference and modify portions of the 2016 California Electrical Code, are hereby repealed.

SECTION 2. Section 80-1.5 is hereby amended to read as follows:

Sec. 80-1.5. California Electrical Code (CEC) Adoption by Reference.

Except as hereinafter changed or modified, Sections 89.102 through 89.114 of Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, H, I, and J of that certain Electrical Code known and designated as the ~~2016~~2019 California Electrical Code as published by the California Building Standards Commission are adopted and incorporated by reference into this Title 27 of the Los Angeles County Code, as if fully set forth below, as Sections 89.102 through 89.114 of Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, H, ~~and~~ I, and J of Title 27 of the Los Angeles County Code.

A copy of the ~~2016~~2019 California Electrical Code, hereinafter referred to as the CEC, shall be at all times maintained by the Chief Electrical Inspector for use and examination by the public.

SECTION 3. Section 80-10 is hereby amended to read as follows:

Sec. 80-10. Annual Review of Fees.

The fees in this Code shall be reviewed annually by the Director of Public Works. Beginning on July 1, 1992, and thereafter on each succeeding July 1, the amount of each fee in this Code shall be adjusted as follows: Calculate the percentage movement between March of the previous year and March of the current year in the Consumer Price Index (CPI) for all urban consumers in the ~~Los Angeles, Anaheim and Riverside~~ Los Angeles-Long Beach-Anaheim, CA areas, as published by the United States Government Bureau of Labor Statistics, adjust each fee by said percentage amount and round off to the nearest ten (10) cents~~, provided~~; however, no adjustment shall decrease any fee and no fee shall exceed the reasonable cost of providing services. When it is determined that the amount reasonably necessary to recover the cost of providing services is in excess of this adjustment, the Building Official may present fee proposals to the Board of Supervisors for approval.

SECTION 4. Section 82-2 is hereby amended to read as follows:

Sec. 82-2. Time Limit.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within ~~180 days~~12 months from the date ~~of~~ such permit is issued, or the work authorized by such permit is suspended or abandoned for a period of 180 days, or the permittee fails to obtain inspection as required by the provisions of Section 82-14 of this Code for a period of 180 days.

EXCEPTION: Permits issued to abate violation(s) in conjunction with a code enforcement action shall expire and become null and void at a date not to exceed (12) months from the date of issuance or other date determined by the Building Official.

The ~~Chief Electrical Inspector~~Building Official may ~~extend~~grant one or more extensions of the time for action by the permittee for a period not exceeding 180 days from the date of expiration upon written request ~~by~~from the permittee and payment of a fee in an amount determined by the ~~Chief Electrical Inspector,~~Building Official, not to exceed 25 percent of the permit fee. ~~No permit shall be extended more than twice.~~

Once a permit, including any extension(s) thereof, has expired, the permittee shall file a new application as specified in Section 82-1.

SECTION 5. Section 82-8 is hereby amended to read as follows:

Sec. 82-8. Fees.

. . .

18. For inspection of electrical equipment for which no fee is herein set forth and for emergency inspections for the time consumed:

~~For the first 1/2 hour, or fraction thereof..... $ 63.40~~

~~Or, f~~For each hour, or fraction thereof... .....$126.40

. . .

SECTION 6. Section 220.41 is hereby added to read as follows:

Sec. 220.41. Energy Storage Readiness.

For all new one and two family dwelling units, the service panels and/or sub panels shall have the capacity of an additional load not less than 5 Kva for every 2,000

square feet of living space, designated to accommodate future energy storage system(s). This load shall be considered continuous and demand factors shall not apply. Additionally, the service panels and/or sub panels shall have space(s) reserved/dedicated to permit installation of the branch circuit overcurrent protective device(s) for the energy storage system.

SECTION 7. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 California Electrical Code. Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Electrical Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance that are not administrative in nature are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles, as more particularly described in the table set forth below.

TABLE

ELECTRICAL CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
220.41	Climatic	The County of Los Angeles is a densely populated area with varying and occasionally immoderate temperatures and weather conditions. This creates the need for highly efficient buildings to reduce demand on the electrical grid and, in turn, reduce the use of fossil fuels and improve air quality. The proposed amendment will provide a cost-effective means for homeowners to increase energy savings and reduce the demand on the electrical grid by requiring the installation of an energy storage system for current or future use with minimal need for additional construction and modification of the existing electrical system.

SECTION 8. This ordinance shall become operative on January 1, 2020.

[TITLE27BUILDINGCODE2019CSCC]

ANALYSIS

This ordinance repeals those provisions of Title 28 – Plumbing Code – of the Los Angeles County Code, that had incorporated by reference portions of the 2016 Edition of the California Plumbing Code and replaces them with provisions incorporating by reference portions of the 2019 California Plumbing Code, published by the California Building Standards Commission, with certain changes and modifications. Unless deleted or modified herein, the previously enacted provisions of Title 28 continue in effect.

State law requires that the County's Plumbing Code impose the same requirements as are contained in the building standards published in the most recent edition of the California Plumbing Code except for changes or modifications deemed reasonably necessary by the County because of local climatic, geologic, or topographic conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Plumbing Code that are contained in this ordinance are based upon express findings contained in the ordinance that such changes are reasonably necessary due to local climatic, geologic, or topographic conditions.

This ordinance also makes certain modifications to the administrative provisions of Title 28.

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County Counsel

BY Carole Suzuki

CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:lm

Requested: 07/15/19
Revised: 10/31/19

HOA.102583890.2

ORDINANCE NO._____

An ordinance amending Title 28 – Plumbing Code – of the Los Angeles County Code, by adopting and incorporating by reference portions of the 2019 California Plumbing Code, with certain changes and modifications, and making other revisions thereto.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Sections 119.1.2.0 through 119.1.14.0 of Chapter 1, Chapters 2 through 17, and Appendices A, B, D, H, I, and J, which incorporate by reference and modify portions of the 2016 California Plumbing Code are hereby repealed.

SECTION 2. Chapter 1 is hereby amended to read as follows:

CHAPTER 1

ADMINISTRATION

100 ADOPTION BY REFERENCE.

Except as hereinafter changed or modified, Sections 1.2.0 through 1.14.0 of Chapter 1, Division I, of that certain Plumbing Code known and designated as the ~~2016~~2019 California Plumbing Code as published by the California Building Standards Commission, are adopted and incorporated~~,~~ by reference~~,~~ into this Title 28 of the Los Angeles County Code as if fully set forth below, and shall be known as Sections 119.1.2.0 through 119.1.14.0, respectively, of Chapter 1 of Title 28 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 17 and Appendices A, B, D, H, I, and J of that certain Plumbing Code known and designated as the ~~2016~~2019 California Plumbing Code as published by the California Building Standards Commission, are adopted ~~by reference~~ and incorporated by reference into this Title 28 of the Los Angeles County Code as if fully set forth below, and shall be known as Chapters 2 through 17, and Appendices A, B, D, H, I, and J of Title 28 of the Los Angeles County Code.

A copy of the ~~2016~~2019 California Plumbing Code shall be at all times maintained by the Chief Plumbing Inspector for use and examination by the public.

. . .

101.3.1 Repairs and Alterations.

. . .

101.3.1.2 Existing building sewers and building drains may be used in connection with new buildings or new plumbing and drainage work only when they are found upon examination and test performed by the owner or owner's designated agent to conform in all respects to the requirements governing new work~~, and the proper~~. Based on the test result, the Authority Having Jurisdiction shall notify the owner to make any changes necessary to conform to this Code. No building or part thereof~~,~~ shall be erected or placed over any part of a drainage system ~~which~~that is constructed of materials other than those approved elsewhere in this Code for use under or within a building.

Existing building sewers and building drains may be used in connection with plumbing alterations or repairs if such sewers or drains have been properly maintained and found upon examination and test performed by the owner or owner's designated agent that they are in working condition and free from any defect. Applicant shall provide necessary documents showing the existing building sewers and building drains were installed in accordance with the applicable laws in effect at the time of installation. Any plumbing system existing on January 1, 1975, shall be deemed to have conformed to applicable law in effect at the time of installation and to have been maintained in good condition if currently in good and safe condition and working properly.

. . .

103.2 **Time Limit.** Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within ~~180 days~~12 months from the date ~~of~~ such permit is issued, or the work authorized by such permit is suspended or abandoned for a period of 180 days, or the permittee fails to obtain inspection as required by the provisions of Section 104.0 of this Code for a period of 180 days.

Exception: Permits issued to abate violation(s) in conjunction with a code enforcement action shall expire and become null and void at a date not to exceed 12 months from the issuance date or at a date determined by the Building Official.

The Building Official may ~~extend~~grant one or more extensions of the time for action by the permittee for a period not exceeding 180 days from the date of expiration upon written request by the permittee and payment of a fee in an amount determined by

the Building Official, not to exceed 25 percent of the permit fee. ~~No permit shall be extended more than twice.~~ Once a permit, including any extension(s) thereof, has expired, the permittee shall file a new application as specified in Section 103.9.

. . .

103.19 **Annual Review of Fees.** The fees contained in this Code shall be reviewed annually by the Department of Public Works. Beginning on July 1, 1992, and thereafter on each succeeding July 1, the amount of each fee in this Code shall be adjusted as follows: Calculate the percentage movement between March of the previous year and March of the current year in the Consumer Price Index (CPI) for all urban consumers in the ~~Los Angeles, Anaheim and Riverside~~Los Angeles-Long Beach-Anaheim, CA areas, as published by the United States Government Bureau of Labor Statistics~~.~~; then,- Aadjust each fee by said percentage amount and round off to the nearest ten (10) cents, provided, however, that no adjustment shall decrease any fee and no fee shall exceed the reasonable cost of providing services. When it is determined that the amount reasonably necessary to recover the cost of providing services is in excess of this adjustment, the Chief Plumbing Inspector may present fee proposals to the Board of Supervisors for approval.

SECTION 3. Section 204.0 is hereby amended to read as follows:

204.0 **– B –**

. . .

Building Code. The most recent edition of Title 26 of the Los Angeles County Code.

. . .

SECTION 4. Section 206.0 is hereby amended to read as follows:

206.0 **– D –**

. . .

Demand Hot Water Recirculation System. A hot water recirculation system requiring manual activation and equipped with a thermostat that will automatically shut off the recirculation pump when the water temperature reaches a preset level at the point of use.

. . .

SECTION 5. Section 207.0 is hereby amended to read as follows:

207.0 **– E –**

. . .

Electrical Code. The most recent edition of Title 27 of the Los Angeles County Code.

. . .

SECTION 6. Section 210.0 is hereby amended to read as follows:

210.0 **– H –**

. . .

Hot Water Recirculation System. A hot water distribution system that reduces the time needed to deliver hot water to fixtures that are distant from the water heater, boiler, or other water heating equipment. The recirculation system is comprised of hot

water supply and return piping with shutoff valves, balancing valves, and circulating pumps, and a method of controlling the circulating system.

. . .

SECTION 7. Section 215.0 is hereby amended to read as follows:

215.0 **– M –**

. . .

Mechanical Code. The most recent edition of Title 29 of the Los Angeles County Code.

. . .

SECTION 8. Section 301.2.2 is hereby amended to read as follows:

301.2.2 **Standards.** Standards listed or referred to in this ~~c~~Chapter or other chapters cover materials that will conform to the requirements of this ~~c~~Code, where used in accordance with the limitations imposed in this or other chapters thereof and their listing. Where a standard covers materials of various grades, weights, quality, or configurations, the portion of the listed standard that is applicable shall be used. Design and materials for special conditions or materials not provided for herein shall be permitted to be used only by special permission of the Authority Having Jurisdiction after the Authority Having Jurisdiction has been satisfied as to their adequacy. A list of accepted plumbing material standards is referenced in Table 1701.1. Solar thermal energy systems and material standards are referenced in Tables S 17.1 and S 17.2 of Appendix S. IAPMO Installation Standards are referenced in Appendix I for the convenience of

the users of this ~~c~~Code. It is not considered as a part of this ~~c~~Code unless formally adopted as such by the Authority Having Jurisdiction.

SECTION 9. Section 301.3 is hereby amended to read as follows:

301.3 Alternate Materials and Methods of Construction ~~Equivalency~~ and Modifications.

301.3.1 Alternate Materials and Methods of Construction. Nothing in this ~~c~~Code is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this ~~c~~Code. Technical documentation shall be submitted to the Authority Having Jurisdiction to demonstrate equivalency prior to installation. The Authority Having Jurisdiction shall have the authority to approve or disapprove the system, method, or device for the intended purpose on a case by case basis. [HCD 1] (See Section 1.8.7).

. . .

301.3.1.1 Testing.

. . .

301.3.1.1.1 Tests.

. . .

301.3.1~~.2~~.1.2 Request by Authority Having Jurisdiction.

. . .

301.3.2 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Authority Having Jurisdiction

shall have the authority to grant modifications on a case by case basis, upon application of the owner or the owner's authorized agent, provided the Authority Having Jurisdiction shall first find that a special individual reason makes the strict letter of this Code impractical, that the modification is in conformity with the spirit and purpose of this Code, and that such modification does not lessen any health, fire-protection, or other life-safety related requirements. The details of any action granting modifications shall be recorded and entered in the files of the Authority Having Jurisdiction. Application for approval of a modification shall be in accordance with Section 103.12.2.

SECTION 10. Section 304.1 is hereby amended to read as follows:

304.1 **General.** Plumbing fixtures, drains, appurtenances, and appliances~~,~~ used to receive or discharge liquid wastes or sewage~~,~~ shall be connected properly to the drainage system of the building or premises, in accordance with the requirements of this ~~c~~Code.

Exception: *[HCD 1] Limited-density owner-built rural dwellings. Where conventional plumbing, in all or in part, is installed within the structure, it shall be installed in accordance with the provisions of this ~~c~~Code. Alternative materials and methods shall be permitted provided that the design complies with the intent of the ~~c~~Code, and that such alternatives shall perform to protect health and safety for the intended purpose.*

Dual waste piping shall be installed to permit the discharge from clothes washers, bathtubs, showers, and bathroom/restroom wash basins to be used for a graywater irrigation system. Partial connection of plumbing fixtures to the graywater

system, based on accepted engineering practices and required volume of water for irrigation, shall be accepted. Graywater systems shall be designed and installed in accordance with Chapter 15 and other parts of this Code.

Exceptions:

(1) Buildings with a graywater system, rain catchment system, or recycled water system.

(2) Sites with landscape areas not exceeding 500 square feet.

(3) Projects where graywater systems are not permitted due to geological conditions.

(4) Additions and alterations that use the existing building drain.

SECTION 11. Section 601.2 is hereby amended to read as follows:

. . .

601.2.1.1 An individual water meter or submeter shall be provided for each dwelling unit in newly-constructed condominium structures and in newly-constructed mixed-use structures.

601.2.2 **Hot Water Recirculation Systems**. A hot water recirculation system shall be installed, as defined in Chapter 2, and shall not allow more than 0.6 gallons of water to be delivered to any fixture before hot water arrives. Hot water recirculation systems may include, but are not limited to, the following:

(1) Timer-initiated systems.

(2) Temperature sensor-initiated systems.

(3) Occupancy sensor-initiated systems.

(4) Smart hot water recirculation systems.

(5) Demand hot water recirculation systems.

(6) Other systems acceptable to the Authority Having Jurisdiction.

SECTION 12. Section 609.7 is hereby amended to read as follows:

609.7 **Abutting Lot.** Nothing contained in this ~~c~~Code shall be construed to prohibit the use of all or part of an abutting or adjacent lot or lots to:

. . .

SECTION 13. Section 721.3 is hereby added to read as follows:

721.3 **Public Sewer.** If the public sewer does not extend to a point from which each building on a lot or parcel of land large enough to permit future subdivision can be independently served, the property owner shall construct a public sewer as required by Title 20 – Utilities – of the Los Angeles County Code, Division 2 – Sanitary Sewer and Industrial Waste Ordinance, to provide adequate sewerage for each such possible parcel.

EXCEPTION: When the Authority Having Jurisdiction finds that the character of a lot is such that no further subdivision can be reasonably anticipated, or the use is such as to preclude subdivision, or where the owner has executed a covenant stating that the lot or parcel of land, together with all improvements thereon, will be maintained as a unit and that before any subdivision is made or any portion of said lot is transferred to another owner, separate sewerage facilities as hereinbefore required in this Section will be installed, the drainage system of all buildings may be connected to a common building sewer or private sewage disposal system. The covenant shall be recorded by

the owner in the office of the Registrar-Recorder as part of the conditions of ownership of said property. Such agreement shall be binding on all heirs, successors, and assigns to said property.

This exception shall apply only while the whole of such lot remains in one undivided ownership. Upon the transfer of any portion of such lot other than the whole thereof to another owner, whether such transfer is made before or after the operative date of the ordinance adding this provision, the exception shall cease and a person shall not use or maintain any building or structure except in compliance with the provisions of this Code. As used in this Section, a sale, foreclosure, or contract to sell by the terms of which the purchaser is given the right of possession shall be deemed a transfer.

SECTION 14. Section 728.0 is hereby added to read as follows:

728.0 Building Sewer Connection Requirements.

728.1 Size. That portion of the building sewer extending from the public sewer to the property line shall be not less than four (4) inches (100 mm) in internal diameter.

728.2 Depth. When laid within the limits of any public thoroughfare when the public sewer is sufficiently deep, no building sewer shall be less than six (6) feet (1.8 m) below grade. Whenever practicable, the alignment and grade of each building sewer shall be straight from the public sewer to the property line.

728.3 Taps and Saddles. Whenever it becomes necessary to connect a building sewer to a public sewer at a point where no branch fitting has been

installed in the public sewer, such connection shall be made as required by Title 20 – Utilities – of the Los Angeles County Code, Division 2 – Sanitary Sewer and Industrial Waste Ordinance.

728.4 Connection to Trunks. Whenever required, an approved-type unvented running trap shall be installed in each building sewer, which is connected directly to a trunk sewer by any means whatsoever. Each such running trap shall be installed in the building sewer between the house drain or drains and the connection to the trunk sewer. A T-type cleanout shall be installed in the building sewer immediately below the running trap. This cleanout need not be extended to grade. Every running trap and cleanout shall be located on the lot served by the building sewer.

728.5 Street Widening. Where a future street or road-widening area has been established by the master plan of highways or in any other manner, all work installed in such area shall conform to the requirements established in this or other related ordinances for work on public property.

728.6 Main Line Required. Building sewer construction shall conform to the requirements of main line sewers as set forth in Title 20 – Utilities – of the Los Angeles County Code, Division 2 – Sanitary Sewer and Industrial Waste Ordinance, when either of the following conditions exists:

1. Where the Authority Having Jurisdiction requires such construction because of the character or quantity of the sewage or industrial waste to be discharged.

2. Where the sewer is designed to be, or proposed to be, dedicated to the County of Los Angeles at the present or any future time.

SECTION 15. Table H 101.8 of Appendix H is hereby amended to read as follows:

TABLE H 101.8

LOCATION OF SEWAGE DISPOSAL SYSTEM

MINIMUM HORIZONTAL DISTANCE	BUILDING SEWER	SEPTIC TANK	DISPOSAL FIELD	SEEPAGE PIT OR CESSPOOL
Building or structures[1]	2 feet	5 feet	8 feet	8 feet
Property line adjoining private property	Clear[2]	5 feet	5 feet	8 feet
Water supply wells[9]	50 feet[3]	50 feet	100 feet	150 feet
Streams and other bodies of water[9]	50 feet	50 feet	100 feet[7]	150 feet[7]
Trees[10]		10 feet		10 feet
Seepage pits or cesspools[8]		5 feet	5 feet	12 feet
Disposal field[8]		5 feet	4 feet[4]	5 feet
On-site domestic water service line	1 foot[5]	5 feet	5 feet	5 feet
Distribution box			5 feet	5 feet
Pressure public water main	10 feet[6]	10 feet	10 feet	10 feet

For SI units: 1 foot = 304.8 mm

Notes:

1 Including porches and steps, whether covered or uncovered, breezeways, roofed porte cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances.

2 See Section 312.3.

3 Drainage piping shall clear domestic water supply wells by not less than 50 feet (15 240 mm). This distance shall be permitted to be reduced to not less than 25 feet (7620 mm) where the drainage piping is constructed of materials approved for use within a building.

4 Plus 2 feet (610 mm) for each additional 1 foot (305 mm) of depth in excess of 1 foot (305 mm) below the bottom of the drain line. (See Section H 601.0)

5 See Section 720.0.

6 For parallel construction -- For crossings, approval by the Health Department shall be required.

7 These minimum clear horizontal distances shall also apply between disposal fields, seepage pits, and the mean high-tide line.

8 Where disposal fields, seepage pits, or both are installed in sloping ground, the minimum horizontal distance between any part of the leaching system and ground surface shall be 15 feet (4572 mm).

9 Where special hazards are involved, the distance required shall be increased as may be directed by the Authority Having Jurisdiction.

10 The septic tank and seepage pit shall not be within the protected zone of an oak tree as defined by Section 22.14.150 of Title 22 – Planning and Zoning – of the Los Angeles County Code.

SECTION 16. Table H 201.1(1) of Appendix H is hereby amended to read as follows:

TABLE H 201.1(1)

CAPACITY OF SEPTIC TANKS[1, 2, 3, 4, 5]

SINGLE-FAMILY DWELLINGS - NUMBER OF BEDROOMS	MULTIPLE DWELLING UNITS OR APARTMENTS - ONE BEDROOM EACH	OTHER USES: MAXIMUM FIXTURE UNITS SERVED PER TABLE 702.1	MINIMUM SEPTIC TANK CAPACITY (gallons)
1 or 2	—	15	750
3	—	20	1000
4	2 units	25	1200
5 or 6	3	33	1500
—	4	45	2000
—	5	55	2250
—	6	60	2500
—	7	70	2750
—	8	80	3000
—	9	90	3250
—	10	100	3500

For SI units: 1 gallon = 3.785 L.

Notes:

1 Extra bedroom, 150 gallons (568 L) each.
2 Extra dwelling units over 10:250 gallons (946 L) each.
3 Extra fixture units over 100, 25 gallons (94.6 L) per fixture unit.
4 Septic tank sizes in this table include sludge storage capacity and the connection of domestic food waste disposers without further volume increase.
5 Applies to mobile homes not installed in a mobile home park.

SECTION 17. Table H 201.1(2) of Appendix H is hereby amended to read as follows:

TABLE H 201.1(2)

DESIGN CRITERIA OF ~~FIVE~~SIX TYPICAL SOILS

TYPE OF SOIL	REQUIRED SQUARE FEET OF LEACHING AREA PER 100 GALLONS	MAXIMUM ABSORPTION CAPACITY IN GALLONS PER SQUARE FEET OF LEACHING AREA FOR A 24 HOUR PERIOD
Coarse sand or gravel	20	5.0
Fine sand	25	4.0
Sandy loam ~~or sandy clay~~	40	2.5
Sandy clay	60	1.66
Clay with considerable sand or gravel	90	1.1
Clay with small amount of sand or gravel	120	0.8

For SI units: 1 square foot = 0.0929 m^2, 1 gallon = 3.785 L, 1 gallon per square foot = 40.7 L/m^2

SECTION 18. Table H 201.1(3) of Appendix H is hereby amended to read as follows:

TABLE H 201.1(3)

LEACHING AREA SIZE BASED ON SEPTIC TANK CAPACITY

REQUIRED SQUARE FEET OF LEACHING AREA PER 100 GALLONS SEPTIC TANK CAPACITY (square feet per 100 gallons)	MAXIMUM SEPTIC TANK SIZE ALLOWABLE (gallons)
20-25	7500
40	5000
60	3500
90	~~3500~~3000
120	~~3000~~2500

For SI units: 1 square foot per 100 gallons = 0.000245 m^2/L, 1 gallon = 3.785 L

SECTION 19. Table H 201.1(4) of Appendix H is hereby amended to read as follows:

TABLE H 201.1(4)

ESTIMATED WASTE SEWAGE FLOW RATES[1, 2, 3]

TYPE OF OCCUPANCY	GALLONS PER DAY
Airports (per employee)	15
Airports (per passenger)	5
Auto washers – check with equipment manufacturer	-
Bowling alleys – with snack bar only (per lane)	75
Campground – with central comfort station (per person)	35
Campground – with flush toilets - no showers (per person)	25
Camps (day) – no meals served (per person)	15
Camps (summer and seasonal camps) – (per person)	50
Churches – sanctuary (per seat)	5
Churches – with kitchen waste (per seat)	7
Dance halls – (per person)	5
Factories – no showers (per employee)	25
Factories – with showers (per employee)	35
Factories – with cafeteria (per employee)	5
Hospitals – (per bed)	250
Hospitals – kitchen waste only (per bed)	25
Hospitals – laundry waste only (per bed)	40
Hotels – no kitchen waste (per bed)	60
Institutions – resident (per person)	75
Nursing home – (per person)	125
Rest home – (per person)	125
Laundries – self-service with minimum 10 hours per day (per ~~wash cycle~~machine)	30~~50~~
Laundries – commercial check with manufacturer's specification	-

Motel (per bed space)	50
Motel – with kitchen (per bed space)	60
Offices – (per employee)	20
~~Parks – mobile homes (per space)~~	~~250~~
Parks (picnic) – with toilets only (per parking space)	20
Parks (recreational vehicles) – without water hook-up (per space)	75
Parks (recreational vehicles) – with water and sewer hook-up (per space)	100
Restaurants – cafeteria (per ~~employee~~seat)	50~~20~~
~~Restaurants – with toilet waste (per customer)~~	~~7~~
~~Restaurants – with kitchen waste (per meal)~~	~~6~~
~~Restaurants – with kitchen waste disposable service (per meal)~~	~~2~~
~~Restaurants – with garbage disposal (per meal)~~	~~1~~
~~Restaurants – with cocktail lounge (per customer)~~	~~2~~
Schools staff and office (per person)	20
Schools – elementary (per student)	15
Schools – intermediate and high (per student)	20
Schools – with gym and showers (per student)	5
Schools – with cafeteria (per student)	3
Schools (boarding) – total waste (per person)	100
Service station – with toilets for 1st bay	1000
Service station – with toilets for each additional bay	500
Stores – (per employee)	20
Stores – with public restrooms (per 10 square feet of floor space)	1
Swimming pools – public (per person)	10
Theaters – auditoriums (per seat)	5
Theaters – with drive-in (per space)	10

For SI units: 1 square foot = 0.0929 m^2, 1 gallon per day 3.785 L/day

Notes:

~~1 Sewage disposal systems sized using the estimated waste/sewage flow rates shall be calculated as follows:~~

~~(a) Waste/sewage flow, up to 1500 gallons per day (5678 L/day)~~
~~Flow x 1.5 = septic tank size~~

~~(b) Waste/sewage flow, over 1500 gallons per day (5678 L/day)~~
~~Flow x 0.75 + 1125 = septic tank size~~

~~(c) Secondary system shall be sized for total flow per 24 hours.~~

~~2~~1 See Section H 2.1.

~~3~~2 Because of the many variables encountered, it is not possible to set absolute values for waste/sewage flow rates for all situations. The designer should evaluate each situation and, where figures in this table need modification, they should be made with the concurrence of the Authority Having Jurisdiction.

SECTION 20. Section H 301.1 is hereby amended to read as follows:

H 301.1 General.

. . .

(3) No excavation for a leach line or leach bed shall be located within 5 feet (1,524 mm) of ~~the~~groundwater ~~table~~ nor to a depth where sewage ~~is capable of contaminating~~may contaminate the underground water stratum ~~that is useable for domestic purposes~~.

Exception: ~~In areas where the records or data indicate that the groundwaters are grossly degraded, the 5 foot (1524 mm) separation requirement shall be permitted to be reduced by the Authority Having Jurisdiction.~~When approved by the Authority Having Jurisdiction, this distance may be reduced to 5 feet (1.5 m) from ocean water. The applicant shall supply evidence of groundwater depth to the satisfaction of the Authority Having Jurisdiction.

(4) The minimum effective absorption area in any seepage pit shall be calculated as the excavated sidewall area below the inlet exclusive of any hardpan, rock, clay, or other impervious formations. The minimum required area of porous formation shall be provided in one or more seepage pits. No excavation shall extend within 10 feet (3048 mm) of ~~the~~groundwater ~~table~~ nor to a depth where sewage ~~is~~

~~capable of contaminating~~may contaminate underground water stratum~~ that is useable for domestic purposes~~.

Exception: ~~In areas where the records or data indicate that the groundwaters are grossly degraded, the 10 foot (3048 mm) separation requirement shall be permitted to be reduced by the Authority Having Jurisdiction.~~When approved by the Authority Having Jurisdiction, this distance may be reduced to 5 feet (1.5 m) from ocean water.

. . .

SECTION 21. Section H 401.3 is hereby amended to read as follows:

H 401.3 **Absorption Rates.** Where a percolation test is required, the proposed system shall have the capability to absorb a quantity of clear water in a 24-hour period equal to at least five times the liquid capacity of the proposed septic tank. ~~n~~No private disposal system shall be permitted to serve a building if that test shows the absorption capacity of the soil is less than 0.83 gallons per square foot (gal/ft^2) (33.8 L/m^2) or more than 5.12 gal/ft^2 (208.6 L/m^2) of leaching area per 24 hours. Where the percolation test shows an absorption rate greater than 5.12 gal/ft^2 (208.6 L/m^2) per 24 hours, a private disposal system shall be permitted where the site does not overlie groundwaters protected for drinking water supplies, a minimum thickness of 2 feet (610 mm) of the native soil below the entire proposed system is replaced by loamy sand, and the system design is based on percolation tests made in the loamy sand.

SECTION 22. Section H 601.5 is hereby amended to read as follows:

H 601.5 **Distribution Boxes.** Where two or more drain lines are installed, an approved distribution box of sufficient size to receive lateral lines shall be

installed at the head of each disposal field. The inverts of outlets shall be level, and the invert of the inlet shall be not less than 1 inch (25.4 mm) above the outlets. Distribution boxes shall be designed to ensure equal flow and shall be installed on a level concrete slab in natural or compacted soil. Distribution boxes shall be coated on the inside with a bituminous coating or other approved method acceptable to the Authority Having Jurisdiction.

SECTION 23. Section H 601.8 is hereby amended to read as follows:

H 601.8 **Dosing Tanks.** ~~Where the quantity of sewage exceeds the amount that is permitted to be disposed in 500 lineal feet (152.4 m) of leach line, a dosing tank shall be used. Dosing tanks shall be equipped with an automatic siphon or pump that discharges the tank once every 3 or 4 hours. The tank shall have a capacity equal to 60 to 75 percent of the interior capacity of the pipe to be dosed at one time. Where the total length of pipe exceeds 1000 lineal feet (304.8 m), the dosing tank shall be provided with two siphons or pumps dosing alternately and each serving one half of the leach field.~~Automatic syphon or dosing tanks shall be installed when required or as permitted by the Authority Having Jurisdiction.

SECTION 24. Section H 701.2 is hereby amended to read as follows:

H 701.2 **Multiple Installations.** Multiple seepage pit installations shall be served through an approved distribution box or be connected in series ~~using watertight connection laid on undisturbed or compacted soil. The outlet from the pit shall have~~. When connected in series, the effluent shall leave each pit through an approved vented leg fitting extending not less than 12 inches (305 mm) ~~below the inlet~~

~~fitting~~downward into such existing pit and having its outlet flow line at least 6 inches below the inlet. All pipe between pits shall be laid with approved watertight joints.

SECTION 25. Section H 1001.1 is hereby amended to read as follows:

H 1001.1 **Inspection.** Inspection requirements shall comply with the following:

(1) Applicable provisions of Section ~~105.0~~104.0 of this ~~c~~Code and this ~~a~~Appendix shall be required. Plans shall be required in accordance with Section ~~103.3~~102.1 of this ~~c~~Code.

. . .

(5) Disposal fields and seepage pits shall not be installed in uncompacted fill.

SECTION 26. Section H 1101.6 is hereby added to read as follows:

H 1101.6 **Excavation.** No excavation for an abandoned sewer or sewage facility shall be left unattended at any time, unless the permittee shall have first provided a suitable and adequate barricade to assure public safety.

SECTION 27. Appendix M 10 is hereby added to read as follows:

M 10 For one- and two-family dwellings, any new permanently installed outdoor in-ground swimming pool or spa shall be equipped with an automatic cover. For irregular-shaped pools where it is infeasible to cover 100 percent of the pool due to its irregular shape, the largest possible area of the pool (minimum 80 percent) shall be covered. For additions and alterations, non-automatic covers shall be accepted.

SECTION 28. Section S 5.2 is hereby amended to read as follows:

S 5.2 **Standards.** Standards listed or referred to in this Appendix or other provisions of this Code cover materials that will conform to the requirements of this Code, where used in accordance with the limitations prescribed in this Code and their listing. Where a standard covers materials of various grades, weights, quality, or configurations, the portion of the listed standard that is applicable shall be used. Design and materials for special conditions or materials not provided for herein may be permitted as authorized by Section 301.3. A list of ~~accepted material standards is referenced in Table S-17~~standards that appear in specific sections of this Appendix are referenced in Table S 17.1. A list of additional standards, publications, practices, and guides that are not referenced in specific sections of this Appendix appear in Table S 17.2. The documents indicated in Table S 17.2 shall be permitted in accordance with Section 301.3.

SECTION 29. Table S 13.2 is hereby amended to read as follows:

TABLE S 13.2

MATERIALS FOR SOLAR THERMAL SYSTEM, PIPING, TUBING, AND FITTINGS

MATERIAL	PIPING/TUBING	FITTINGS
Copper/Copper Alloy	ASTM B42, ASTM B43, ASTM B75, ASTM B88, ASTM B135, ASTM B251[21], ASTM B302, ASTM B447	ASME B16.15, ASME B16.18, ASME B16.22, ASME B16.23, ASME B16.24, ASME B16.26, ASME B16.29, ASME B16.51
~~Ductile Iron~~	~~AWWA C115, AWWA C151~~	~~AWWA C110[1], AWWA C153~~
Steel	ASTM A53, ASTM A106, ASTM A254	ASME B16.5, ASME B16.9, ASME B16.11, ASTM A420
Gray Iron	—	ASTM A126
Malleable Iron	—	ASME B16.3
~~Acrylonitrile Butadiene Styrene (ABS)~~	~~ASTM D1527~~	—

Chlorinated Polyvinyl Chloride (CPVC)	ASTM D2846, ASTM F441, ASTM F442, CSA B137.6	ASSE 1061, ASTM D2846, ASTM F437, ASTM F438, ASTM F439, ASTM F1970, CSA B137.6
Polyethylene (PE)	ASTM D1693, ASTM D2513, ASTM D2683, ~~ASTM D2837,~~ ASTM D2737, ASTM D3035, ASTM D3350, ASTM F714, AWWA C901, ~~ASTM F1055,~~ CSA B137.1, NSF 358-1	ASTM D2609, ASTM D2683, ASTM D3261, ASTM F1055, CSA B137.1, NSF 358-1
Cross-Linked Polyethylene (PEX)	ASTM F876, ~~ASTM F877,~~ CSA B137.5, NSF 358-3	ASSE 1061, ASTM F877, ASTM F1807, ASTM F1960, ASTM F1961, ASTM F2080, ASTM F2098, ASTM F2159, ASTM F2735, CSA B137.5, NSF 358-1
Polypropylene (PP)	ASTM F2389, NSF 358-2	ASTM F2389, NSF 358-2
Polyvinyl Chloride (PVC)	ASTM D1785, ASTM D2241, CSA B137.3	ASTM D2464, ASTM D2466, ASTM D2467, ASTM F1970, CSA B137.2, CSA B137.3
Raised Temperature Polyethylene (PE-RT)	ASTM F2623, ASTM F2769, CSA B137.18	ASTM 1061, ASTM F1807, ASTM F2159, ASTM F2735, ASTM F2769, CSA B137.18
Cross-Linked Polyethylene/Aluminum/ Cross-Linked Polyethylene (PEX-AL-PEX)	ASTM F1281, ASTM F2262, CSA B137.10	ASTM F1281, ASTM F1974, ASTM F2434, CSA B137.10
Polyethylene/Aluminum/Polyethylene (PE-AL-PE)	ASTM F1282, CSA B137.9	ASTM F1282, ASTM F1974, CSA B137.9
Stainless Steel	ASTM A269, ASTM A312	—
Chlorinated Polyvinyl, Chloride/Aluminum/Chlorinated Polyvinyl Chloride (CPVC/AL/CPVC)	ASTM 2855	ASTM D2846

Notes:

~~1. Ductile and gray iron.~~

~~2.~~1 Only Type K, L, or M shall be permitted to be installed.

SECTION 30. Table S 17 is hereby amended to read as follows:

S 17.0 **General.**

S 17.1 **Referenced Standards.** The standards listed in Table ~~S-17.0 are intended for use in the design, testing, and installation of materials, devices, appliances, and equipment regulated by this Chapter.~~S 17.1 are referenced in various sections of this Appendix and shall be considered part of the requirements of this Code.

The standards are listed herein by the standard number and effective date, the title, and application. The application of the referenced standard(s) shall be as specified in Section S 5.2.

TABLE S 17.01

REFERENCED STANDARDS

STANDARD NUMBER	STANDARD TITLE	APPLICATION
~~AHRI 870-2005*~~	~~Performance Rating of Direct GeoExchange Heat Pumps~~	~~Equipment~~
~~ASCE 25-2006*~~	~~Earthquake-Actuated Automatic Gas Shutoff Devices~~	~~Fuel Gas~~
~~ASHRAE 34-2013*~~	~~Designation and Safety Classification of Refrigerants~~	~~Refrigerant Classifications~~
~~ASHRAE 90.1-2013*~~	~~Energy Standard for Buildings Except Low-Rise Residential Buildings~~	~~Energy~~
~~ASHRAE 93-2010 (RA2014)*~~	~~Methods of Testing to Determine the Thermal Performance of Solar Collectors~~	~~Testing~~
~~ASHRAE 95-1981 (RA1987)*~~	~~Methods of Testing to Determine the Thermal Performance of Solar Domestic Water Heating Systems~~	~~Testing~~
~~ASHRAE 96-1980 (RA1989)*~~	~~Thermal Performance of Unglazed Flat-Plate Liquid-Type Solar Collectors~~	~~Testing, Collector~~
~~ASME A13.1-2007 (R2013)*~~	~~Scheme for the Identification of Piping Systems~~	~~Piping~~
~~ASME A112.18.1-2012/CSA B125.1-2012~~	~~Plumbing Supply Fittings~~	~~Fittings~~
~~ASME A112.18.2-2011/CSA B125.2-2011~~	~~Plumbing Waste Fittings~~	~~Fittings~~
~~ASME A112.18.6-2009/CSA B125.6-2009~~	~~Flexible Water Connectors~~	~~Piping~~
ASME B1.20.1-2013*	Pipe Threads, General Purpose (Inch)	Joints
ASME B16.3-2016~~1*~~	Malleable Iron Threaded Fittings: Classes 150 and 300	Fittings
ASME B16.5-2013*	Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch	Fittings
ASME B16.9-2012*	Factory-Made Wrought Buttwelding Fittings	Fittings
ASME B16.11-2016~~1*~~	Forged Fittings, Socket-Welding and Threaded	Fittings
~~ASME B16.12-2009*~~	~~Cast Iron Threaded Drainage Fittings~~	~~Fittings~~
ASME B16.15-2013*	Cast Copper Alloy Threaded Fittings: Classes 125 and 250	Fittings
ASME B16.18-2012*	Cast Copper Alloy Solder Joint Pressure Fittings	Fittings
~~ASME B16.21-2011*~~	~~Nonmetallic Flat Gaskets for Pipe Flanges~~	~~Joints~~

ASME B16.22-2013~~*~~	Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings	Fittings
ASME B16.23-2016~~1*~~	Cast Copper Alloy Solder Joint Drainage Fittings: DWV	Fittings
ASME B16.24-2016~~1*~~	Cast Copper Alloy Pipe Flanges and Flanged Fittings: Classes 150, 300, 600, 900, 1500, and 2500	Fittings
ASME B16.26-2013~~*~~	Cast Copper Alloy Fittings for Flared Copper Tubes	Fittings
ASME B16.29-2012~~*~~	Wrought Copper and Wrought Copper Alloy Solder-Joint Drainage Fittings - DWV	Fittings
~~ASME B16.33-2012*~~	~~Manually Operated Metallic Gas Valves for Use in Gas Piping Systems Up to 175 psi (Sizes NPS 1/2 – NPS 2)~~	~~Valves~~
~~ASME B16.34-2013*~~	~~Valves – Flanged, Threaded, and Welding End~~	~~Valves~~
~~ASME B16.47-2011*~~	~~Large Diameter Steel Flanges: NPS 26 Through NPS 60 Metric/Inch~~	~~Fittings~~
ASME B16.51-2013~~*~~	Copper and Copper Alloy Press-Connect Pressure Fittings	Fittings
~~ASME BPVC Section IV-2013*~~	~~Rules for Construction of Heating Boilers~~	~~Miscellaneous~~
ASME BPVC Section VIII-2015~~3*~~	Rules for Construction of Pressure Vessels Division 1	Miscellaneous
~~ASME BPVC Section IX-2013*~~	~~Welding, Brazing, and Fusing Qualifications~~	~~Certification~~
ASME BPVC Section X-2015~~3*~~	Fiber-Reinforced Plastic Pressure Vessels	Pressure Vessel Construction, Pressure Vessels
ASME SA194-2015~~3*~~	Carbon and Alloy Steel Nuts for Bolts for High-Pressure or High-Temperature Service, or Both	Mounting
~~ASSE 1001-2008*~~	~~Atmospheric Type Vacuum Breakers~~	~~Backflow Protection~~
~~ASSE 1010-2004*~~	~~Water Hammer Arresters~~	~~Water Supply Component~~
ASSE 1017-2009~~*~~	Temperature Actuated Mixing Valves for Hot Water Distribution Systems	Valves
~~ASSE 1018-2001*~~	~~Trap Seal Primer Valves–Potable Water Supplied~~	~~Valves~~
ASSE 1061-2015~~1*~~	Push-Fit Fittings	Fittings
ASSE 1079-2012	Dielectric Pipe Unions	Joints
ASTM A53/A53M-2012	Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless	Piping~~, Ferrous~~
~~ASTM A74-2013a~~	~~Cast Iron Soil Pipe and Fittings~~	~~Piping, Ferrous~~
ASTM A106/A106M-2015~~4~~	Seamless Carbon Steel Pipe for High-Temperature Service	Piping~~, Ferrous~~
ASTM A126-2004 (R2014)	Gray Iron Castings for Valves, Flanges, and Pipe Fittings	Piping~~, Ferrous~~
ASTM A254/A254M-2012	Copper-Brazed Steel Tubing	Piping~~, Ferrous~~
ASTM A269/A269M-2015a~~4e1~~	Seamless and Welded Austenitic Stainless Steel Tubing for General Service	Piping~~, Ferrous~~
ASTM A312/A312M-2017~~4~~	Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes	Piping~~, Ferrous~~
~~ASTM A377-2003 (R2008)e1~~	~~Ductile-Iron Pressure Pipe~~	~~Piping, Ferrous~~
ASTM A420/A420M-2016~~3~~	Piping Fittings of Wrought Carbon Steel and Alloy Steel for Low-Temperature Service	Fittings

~~ASTM A518/A518M-1999 (R2012)~~	~~Corrosion-Resistant High-Silicon Iron Castings~~	~~Piping, Ferrous~~
~~ASTM A733-2013~~	~~Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples~~	~~Piping, Ferrous~~
~~ASTM A861-2004 (R2013)~~	~~High-Silicon Iron Pipe and Fittings (Note 1)~~	~~Piping, Ferrous~~
ASTM B32-2008 (R2014)	Solder Metal ~~(Note 2)~~	Joints
ASTM B42-2015a~~0~~	Seamless Copper Pipe, Standard Sizes	Piping~~, Copper Alloy~~
ASTM B43-2015~~4~~	Seamless Red Brass Pipe, Standard Sizes	Piping~~, Copper Alloy~~
ASTM B75/B75M-2011	Seamless Copper Tube	Piping~~, Copper Alloy~~
ASTM B88-2016~~09~~	Seamless Copper Water Tube	Piping~~, Copper Alloy~~
ASTM B135-2010	Seamless Brass Tube	Piping~~, Copper Alloy~~
ASTM B251-2010	General Requirements for Wrought Seamless Copper and Copper-Alloy Tube	Piping~~, Copper Alloy~~
~~ASTM B280-2013~~	~~Seamless Copper Tube for Air Conditioning and Refrigeration Field Service~~	~~Piping, Ferrous~~
ASTM B302-2012	Threadless Copper Pipe, Standard Sizes	Piping~~, Copper Alloy~~
~~ASTM B306-2013~~	~~Copper Drainage Tube (DWV)~~	~~Piping, Copper Alloy~~
ASTM B447-2012a	Welded Copper Tube	Piping~~, Copper Alloy~~
~~ASTM B584-2014~~	~~Copper Alloy Sand Castings for General~~	~~Piping, Copper Alloy~~
~~ASTM B587-2012~~	~~Welded Brass Tube~~	~~Piping, Copper Alloy~~
~~ASTM B687-1999 (R2011)~~	~~Brass, Copper, and Chromium-Plated Pipe Nipples~~	~~Piping, Copper Alloy~~
ASTM B813-2010	Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube	Joints
ASTM B828-2016~~02 (R2010)~~	Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings	Joints
ASTM C411-2011	Hot-Surface Performance of High-Temperature Thermal Insulation	~~Block Board, Cracking, Delamination, Hot-Surface Performance, Pipe Thermal Insulation, Surface Analysis-Building, Temperature Tests-Insulation, Thermal Insulating Materials~~Duct Coverings and Linings
~~ASTM C425-2004 (R2013)~~	~~Compression Joints for Vitrified Clay Pipe and Fittings~~	~~Joints~~
~~ASTM C443-2012~~	~~Joints for Concrete Pipe and Manholes, Using Rubber Gaskets~~	~~Joints~~
~~ASTM C564-2014~~	~~Rubber Gaskets for Cast Iron Soil Pipe and Fittings~~	~~Joints~~
~~ASTM C700-2013~~	~~Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated~~	~~Piping, Non-Metallic~~
~~ASTM C1277-2014~~	~~Shielded Couplings Joining Hubless Cast Iron Soil Pipe and Fittings~~	~~Joints~~
~~ASTM D56-2005 (R2010)~~	~~Flash Point by the Tag Closed Cup Tester~~	~~Testing~~
~~ASTM D93-2013e1~~	~~Flash Point by Pensky-Martens Closed Cup Tester~~	~~Testing~~
~~ASTM D635-2010~~	~~Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position~~	~~Testing~~
~~ASTM D1527-1999 (R2005)*~~	~~Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe, Schedules 40 and 80~~	~~Piping, Plastic~~
ASTM D1693-2015~~3~~	Environmental Stress-Cracking of Ethylene Plastics	Piping~~, Plastic~~

ASTM D1785-2015~~2~~*	Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120	Piping~~, Plastic~~
~~ASTM D2235-2004 (R2011)*~~	~~Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings~~	~~Joints~~
ASTM D2241-2015~~09~~*	Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)	Piping~~, Plastic~~
ASTM D2464-2015~~13~~*	Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80 ~~(Note 1)~~	Fittings
ASTM D2466-2015~~3~~*	Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40 ~~(Note 1)~~	Fittings
ASTM D2467-2015~~3a~~*	Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80 ~~(Note 1)~~	Fittings
ASTM D2513-2016a~~4~~*	Polyethylene (PE) Gas Pressure Pipe, Tubing, and Fittings ~~(Note 1)~~	Piping~~, Plastic~~
ASTM D2564-2012*	Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems	Joints
ASTM D2609-2015~~02 (R2008)~~*	Plastic Insert Fittings for Polyethylene (PE) Plastic Pipe ~~(Note 1)~~	Fittings
~~ASTM D2672-1996a (R2009)*~~	~~Joints for IPS PVC Pipe Using Solvent Cement~~	~~Joints~~
ASTM D2683-2014~~0~~ ~~e3~~*	Socket-Type Polyethylene Fittings for Outside Diameter- Controlled Polyethylene Pipe and Tubing	Fittings
ASTM D2737-2012a	Polyethylene (PE) Plastic Tubing	Piping
~~ASTM D2837-2013e1~~	~~Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products~~	~~Piping, Plastic~~
ASTM D2846/D2846M-2014~~09b~~ ~~e1~~*	Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Hot- and Cold-Water Distribution Systems	Piping~~, Plastic~~
~~ASTM D2855-1996 (R2010)*~~	~~Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings~~	~~Joints~~
ASTM D3035-2015~~4~~*	Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter	Piping~~, Plastic~~
ASTM D3139-1998 (R2011)*	Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals	Joints
ASTM D3261-2016~~2~~ ~~e1~~*	Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing	Fittings
~~ASTM D3278-1996 (R2011)~~	~~Flash Point of Liquids by Small Scale Closed-Cup Apparatus~~	~~Testing~~
ASTM D3350-2014~~2~~ ~~e1~~	Polyethylene Plastics Pipe and Fittings Materials	Piping~~, Plastic~~
ASTM E84-2016~~4~~*	Surface Burning Characteristics of Building Materials	Miscellaneous
~~ASTM E136-2012*~~	~~Behavior of Materials in a Vertical Tube Furnace at 750°C~~	~~Furnace~~
~~ASTM E2231-2014*~~	~~Specimen Preparation and Mounting of Pipe and Duct Insulation Materials to Assess Surface Burning Characteristics~~	~~Miscellaneous~~
ASTM F437-2015~~09~~*	Threaded Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80	Fittings
ASTM F438-2015~~09~~*	Socket-Type Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 40	Fittings

ASTM F439-2013*	Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80	Fittings
ASTM F441/F441M-2015~~3e1~~*	Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80	Piping~~, Plastic~~
ASTM F442/F442M-2013~~e1~~*	Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe (SDR- PR)	Piping, Plastic
~~ASTM F480-2014*~~	~~Thermoplastic Well Casing Pipe and Couplings Made in Stand- ard Dimension Ratios (SDR), SCH 40 and SCH 80~~	~~Piping, Plastic~~
ASTM F493-2014~~0~~*	Solvent Cements for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe and Fittings	Joints
~~ASTM F628-2012e1*~~	~~Acrylonitrile-Butadiene-Styrene (ABS) Schedule 40 Plastic Drain, Waste, and Vent Pipe with a Cellular Core (Note 1)~~	~~Piping, Plastic~~
ASTM F656-2015~~0~~*	Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings	Joints
ASTM F714-2013*	Polyethylene (PE) Plastic Pipe (DR-PR) Based on Outside Diameter	Piping~~, Plastic~~
ASTM F876-2015~~3a~~*	Crosslinked Polyethylene (PEX) Tubing	Piping~~, Plastic~~
ASTM F877-2011a*	Crosslinked Polyethylene (PEX) Plastic Hot- and Cold-Water Distribution Systems	Piping~~, Plastic~~
~~ASTM F891-2010*~~	~~Coextruded Poly(Vinyl Chloride) (PVC) Plastic Pipe with a Cellular Core~~	~~Piping, Plastic~~
ASTM F1055-2016~~3~~*	Electrofusion Type Polyethylene Fittings for Outside Diameter Controlled Polyethylene and Crosslinked Polyethylene (PEX) Pipe and Tubing	Fittings
ASTM F1281-2011*	Crosslinked Polyethylene/Aluminum/Crosslinked Polyethylene (PEX-AL-PEX) Pressure Pipe	Piping~~, Plastic~~
ASTM F1282-2017~~0~~*	Polyethylene/Aluminum/Polyethylene (PE-AL-PE) Composite Pressure Pipe	Piping~~, Plastic~~
ASTM F1807-2017~~3a~~*	Metal Insert Fittings Utilizing a Copper Crimp Ring for SDR9 Cross-linked Polyethylene (PEX) Tubing and SDR9 Polyethylene of Raised Temperature (PE-RT) Tubing	Fittings
ASTM F1960-2015~~2~~*	Cold Expansion Fittings with PEX Reinforcing Rings for Use with Cross-linked Polyethylene (PEX) Tubing	Fittings
ASTM F1961-2009*	Metal Mechanical Cold Flare Compression Fittings with Disc Spring for Crosslinked Polyethylene (PEX) Tubing	Fittings
ASTM F1970-2012~~e1~~*	Special Engineered Fittings, Appurtenances or Valves for Use in Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Systems	Piping~~, Plastic~~
ASTM F1974-2009 (R2015)*	Metal Insert Fittings for Polyethylene/Aluminum/Polyethylene and Crosslinked Polyethylene/Aluminum/Crosslinked Polyethylene Composite Pressure Pipe	Fittings
ASTM F2080-2016~~2~~*	Cold-Expansion Fittings with Metal Compression-Sleeves for Cross-Linked Polyethylene (PEX) Pipe	Fittings

ASTM F2098-2015	Stainless Steel Clamps for Securing SDR9 Cross-linked Polyethylene (PEX) Tubing to Metal Insert and Plastic Insert Fittings	Fittings
ASTM F2159-2014~~1*~~	Plastic Insert Fittings Utilizing a Copper Crimp Ring for SDR9 Cross-linked Polyethylene (PEX) Tubing and SDR9 Polyethylene of Raised Temperature (PE-RT) Tubing	Fittings ~~Joints~~
ASTM F2262-2009~~*~~	Crosslinked Polyethylene/Aluminum/Crosslinked Polyethylene Tubing OD Controlled SDR9	Piping, Plastic
ASTM F2389-2017a~~0~~	Pressure-Rated Polypropylene (PP) Piping Systems	Piping~~, Plastic~~
ASTM F2434-2014~~09*~~	Metal Insert Fittings Utilizing a Copper Crimp Ring for SDR9 Cross-linked Polyethylene (PEX) Tubing and SDR9 Cross- linked Polyethylene/Aluminum/Cross-linked Polyethylene (PEX-AL-PEX) Tubing	Pipe Fittings
ASTM F2620-2013~~*~~	Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings	Joints
ASTM F2623-2014~~08*~~	Polyethylene of Raised Temperature (PE-RT) SDR9 Tubing	Piping~~, Plastic~~
ASTM F2735-2009 (R2016)~~*~~	Plastic Insert Fittings for SDR9 Cross-linked Polyethylene (PEX) and Polyethylene of Raised Temperature (PE-RT) Tubing	Fittings
ASTM F2769-2016~~0*~~	Polyethylene of Raised Temperature (PE-RT) Plastic Hot and Cold-Water Tubing and Distribution Systems	Piping and Fittings~~, Plastic~~
ASTM F2855-2012	Specification for Chlorinated Poly (Vinyl Chloride)/Aluminum/Chlorinated Poly (Vinyl Chloride) (CPVC-AL-CPVC) Composite Pressure Testing	Piping, Plastic
AWS A5.8M/A5.8-2011~~*~~	Filler Metals for Brazing and Braze Welding	Joints
AWWA C901-2017	Polyethylene (PE) Pressure Pipe and Tubing, ¾ In. (19 mm) Through 3 In. (76 mm), for Water Service	Piping
~~AWS B2.2/B2.2M-2010*~~	~~Brazing Procedure and Performance Qualification~~	~~Certification~~
~~AWWA C110-2012*~~	~~Ductile-Iron and Gray-Iron Fittings~~	~~Fittings~~
~~AWWA C111-2012*~~	~~Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings (same as ANSI A21.11)~~	~~Joints~~
~~AWWA C115-2011*~~	~~Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges~~	~~Piping~~
~~AWWA C151-2009*~~	~~Ductile-Iron Pipe, Centrifugally Cast~~	~~Piping, Ferrous~~
~~AWWA C153-2011*~~	~~Ductile-Iron Compact Fittings~~	~~Fittings~~
~~AWWA C203-2008*~~	~~Coal-Tar Protective Coatings and Linings for Steel Water Pipelines--Enamel and Tape--Hot Applied~~	~~Miscellaneous~~
~~AWWA C213-2007*~~	~~Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines~~	~~Miscellaneous~~
~~AWWA C215-2010*~~	~~Extruded Polyolefin Coatings for the Exterior of Steel Water Pipeline~~	~~Miscellaneous~~
~~AWWA C500-2009*~~	~~Metal-Seated Gate Valves for Water Supply Service~~	~~Valves~~

~~AWWA C507-2011*~~	~~Ball Valves, 6 in. through 60 in. (150 mm through 1,500 mm)~~	~~Valves~~
~~BS EN 12975-1-2006 (R2010)~~	~~Thermal Solar Systems and Components—Solar Collectors—Part 1: General Requirements~~	~~Collector~~
~~BS EN 12975-2-2006~~	~~Thermal Solar Systems and Components—Solar Collectors—Part 2: Test Methods~~	~~Collector~~
~~BS EN 12976-1-2006~~	~~Thermal Solar Systems and Components—Factory Made Systems—Part 1: General Requirements~~	~~Solar System~~
~~BS EN 12976-2-2006~~	~~Thermal Solar Systems and Components—Factory Made Systems—Part 2: Test Methods~~	~~Solar System~~
~~BS EN ISO 9488-2000~~	~~Solar Energy—Vocabulary~~	~~Miscellaneous~~
CSA B137.1-2017~~3~~	Polyethylene (PE) Pipe, Tubing, and Fittings for Cold-Water Pressure Services	Piping~~, Plastic~~
CSA B137.2-2017	Polyvinylchloride (PVC) Injection-Moulded Gasketed Fittings for Pressure Applications	Fittings
CSA B137.3-2017	Rigid Polyvinylchloride (PC) Pipe and Fittings for Pressure Applications	Piping, Fittings
CSA B137.5-2017~~3~~	Crosslinked Polyethylene (PEX) Tubing Systems for Pressure Applications	Piping~~, Plastic~~
CSA B137.6-2017	Chlorinated Polyvinylchloride (CPVC) Pipe, Tubing, and Fitting for Hot- and Cold-Water Distribution Systems	Piping, Fittings
CSA B137.9-2017~~3~~	Polyethylene/Aluminum/Polyethylene (PE-AL-PE) Composite Pressure-Pipe Systems	Piping~~, Plastic~~
CSA B137.10-2017~~3~~	Crosslinked Polyethylene/Aluminum/Crosslinked Polyethylene (PEX-AL-PEX) Composite Pressure-Pipe Systems	Piping~~, Plastic~~
CSA B137.11-2017~~3~~	Polypropylene (PP-R) Pipe and Fittings for Pressure Applications	Piping~~, Plastic~~
CSA B137.18-2017	Polyethylene of Raised Temperature Resistance (PRE-RT) Tubing Systems for Pressure Applications	Piping, Fittings
CSA Z21.10.1-2014~~3*~~	Gas Water Heaters -Volume I, Storage Water Heaters with Input Ratings of 75,000 Btu Per Hour or Less (same as CSA 4.1)	Fuel Gas, Appliances
CSA Z21.10.3-2015~~3*~~	Gas-Fired Water Heaters -Volume III, Storage Water Heaters with Input Ratings Above 75,000 Btu Per Hour, Circulating and Instantaneous (same as CSA 4.3)	Fuel Gas, Appliances
ICC 901/SRCC 100-2015	Solar Thermal Collector Standard	Collectors
~~CSA Z21.13-2014*~~	~~Gas-Fired Low Pressure Steam and Hot Water Boilers (same as CSA 4.9)~~	~~Fuel Gas, Appliances~~
~~CSA Z21.22b-2001 (R2008)*~~	~~Relief Valves for Hot Water Supply Systems (same as CSA 4.4b)~~	~~Valves~~
~~CSA Z21.24a-2009 (R2011)*~~	~~Connectors for Gas Appliances (same as CSA 6.10a)~~	~~Fuel Gas~~
~~CSA Z21.56-2014*~~	~~Gas-Fired Pool Heaters (same as CSA 4.7)~~	~~Fuel Gas, Swimming Pools and Spas, and Hot Tubs~~
~~IAPMO IS 8-2006~~	~~PVC Cold Water Building Supply and Yard Piping~~	~~Piping, Plastic~~
~~IAPMO IS 13-2006~~	~~Protectively Coated Pipe~~	~~Pipe Coatings~~
~~IAPMO IS 20-2010[e1]~~	~~CPVC Solvent Cemented Hot and Cold Water Distribution Systems~~	~~Piping, Plastic~~

~~IAPMO PS 25-2002~~	~~Metallic Fittings for Joining Polyethylene Pipe for Water Service and Yard Piping~~	~~Joints~~
~~IAPMO PS 64-2012a[6]~~	~~Roof Pipe Flashings~~	~~Miscellaneous~~
~~IAPMO PS 72-2007[6]~~	~~Valves with Atmospheric Vacuum Breakers~~	~~Valves~~
~~IAPMO PS 117-2012a[6]~~	~~Press and Nail Connections~~	~~Fittings~~
~~IEEE 937-2007~~	~~Installation and Maintenance of Lead-Acid Batteries for Photovoltaic (PV) Systems~~	~~Installation and Maintenance; Photovoltaic~~
~~IEEE 1013-2007~~	~~Sizing Lead-Acid Batteries for Stand-Alone Photovoltaic (PV) Systems~~	~~Photovoltaic, Sizing~~
~~IEEE 1361-2003*~~	~~Lead-Acid Batteries Used in Stand-Alone Photovoltaic (PV) Systems~~	~~Testing, Evaluation~~
~~IEEE 1526-2003*~~	~~Testing the Performance of Stand-Alone Photovoltaic Systems~~	~~Testing, Photovoltaic~~
~~IEEE 1547-2003~~	~~Interconnecting Distributed Resources with Electric Power Systems~~	~~Connections, Photovoltaic~~
~~IEEE 1562-2007~~	~~Array and Battery Sizing in Stand-Alone Photovoltaic (PV) Systems~~	~~Array, Battery, Photovoltaic~~
~~IEEE 1661-2007~~	~~Lead-Acid Batteries Used in Photovoltaic (PV) Hybrid Power Systems~~	~~Testing and Evaluation, Photovoltaic~~
~~MSS SP-58-2009*~~	~~Pipe Hangers and Supports — Materials, Design, Manufacture, Selection, Application, and Installation~~	~~Fuel Gas~~
~~MSS SP-80-2013~~	~~Bronze Gate, Globe, Angle, and Check Valves~~	~~Valves~~
~~NFPA 54/Z223.1-2012*~~	~~National Fuel Gas Code~~	~~Fuel Gas~~
NFPA 70-2014~~*~~	National Electrical Code	~~Electrical,~~ Miscellaneous
~~NFPA 96-2014*~~	~~Ventilation Control and Fire Protection of Commercial Cooking Operations~~	~~Commercial Cooking~~
~~NFPA 262-2011*~~	~~Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces~~	~~Certification~~
~~NFPA 274-2013*~~	~~Test Method to Evaluate Fire Performance Characteristics of Pipe Insulation~~	~~Pipe Insulation~~
~~NGWA-01-2014*~~	~~Water Well Construction Standard~~	~~Geothermal~~
~~NSF 14-2013*~~	~~Plastic Piping System Components and Related Materials~~	~~Piping, Plastic~~
~~NSF 60-2013*~~	~~Drinking Water Treatment Chemicals Health Effects~~	~~Backfill~~
NSF 61-2016~~3*~~	Drinking Water System Components – Health Effects	~~Water Supply Components Miscellaneous~~
NSF 358-1-2017	Polyethylene Pipe and Fittings for Water-Based Ground-Source "Geothermal" Heat Pump Systems	Piping, Fittings
NSF 358-2-2012	Polyethylene Pipe and Fittings for Water-Based Ground-Source "Geothermal" Heat Pump Systems	Piping, Fittings
NSF 358-3-2016	Cross-Linked Polyethylene (PEX) Pipe and Fittings for Water-Based Ground-Source "Geothermal" Heat Pump Systems	Piping, Fittings
~~SAE J512-1997~~	~~Automotive Tube Fittings~~	~~Fittings~~
~~SMACNA-2006*~~	~~HVAC Duct Construction Standards Metal and Flexible, 3rd edition~~	~~Ducts, Metal and Flexible~~

~~SRCC 100-2013~~	~~Solar Thermal Collectors~~	~~Collectors~~
~~SRCC 300-2013~~	~~Solar Water Heating Systems~~	~~Solar System~~
~~UL 174-2004*~~	~~Household Electric Storage Tank Water Heaters (with revisions through September 21, 2012)~~	~~Appliances~~
~~UL 181-2013*~~	~~Factory-Made Air Ducts and Air Connectors~~	~~Air Connectors, Air Ducts~~
~~UL 181A-2013*~~	~~Closure Systems for Use with Rigid Air Ducts~~	~~Air Ducts~~
~~UL 181B-2013*~~	~~Closure Systems for Use with Flexible Air Ducts and Air Connectors~~	~~Air Connectors, Air Ducts~~
~~UL 268A-2008*~~	~~Smoke Detectors for Duct Application (with revisions through September 25, 2009)~~	~~Smoke Detectors~~
~~UL 555-2006*~~	~~Fire Dampers (with revisions through November 5, 2012)~~	~~Dampers~~
~~UL 555S-1999*~~	~~Smoke Dampers (with revisions through October 9, 2013)~~	~~Dampers~~
UL 723-2008~~*~~	Test for Surface Burning Characteristics of Building Materials (with revisions through August 12, 2013)	Miscellaneous
UL 778-201~~6~~0~~*~~	Motor-Operated Water Pumps (with revisions through May 23, 2014)	Pumps
UL 834-2004~~*~~	Heating, Water Supply, and Power Boilers – Electric (with revisions through December 9, 2013)	Appliances
~~UL 873-2007~~	~~Temperature Indicating and Regulating Equipment (with revisions through August 15, 2013)~~	~~Electrical~~
~~UL 916-2007~~	~~Energy Management Equipment (with revisions through December 19, 2013)~~	~~Electrical~~
~~UL 969-1995*~~	~~Marking and Labeling System (with revisions through November 24, 2008)~~	~~Marking, Labeling~~
UL 1279-2010	Outline of Investigation for Solar Collectors	Electrical
~~UL 1453-2004*~~	~~Electric Booster and Commercial Storage Tank Water Heaters (with revisions through July 15, 2011)~~	~~Appliances~~
~~UL 1703-2002*~~	~~Flat-Plate Photovoltaic Modules and Panels (with revisions through October 25, 2013)~~	~~Electrical~~
~~UL 1741-2010~~	~~Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources~~	~~Electrical~~
~~UL 1820-2004*~~	~~Fire Test of Pneumatic Tubing for Flame and Smoke Characteristics (with revisions through May 10, 2013)~~	~~Surface Burning Test, Pneumatic Tubing~~
~~UL 1887-2004*~~	~~Fire Test of Plastic Sprinkler Pipe for Visible Flame and Smoke Characteristics (with revisions through May 3, 2013)~~	~~Surface Burning Test, Fire Sprinkler Pipe~~
~~UL 2043-2013*~~	~~Fire Test for Heat and Visible Smoke Release for Discrete Products and their Accessories Installed in Air Handling Spaces~~	~~Surface Burning Test, Discrete Products~~
UL 2523-2009~~*~~	Solid Fuel-Fired Hydronic Heating Appliances, Water Heaters, and Boilers (with revisions through February 8, 2013)	Fuel Gas, Appliances
~~UL 4703-2010~~	~~Outline of Investigation for Photovoltaic Wire~~	~~Electrical~~

~~UL 6703-2011~~	~~Outline of Investigation for Connectors for Use in Photovoltaic Systems~~	~~Electrical~~
~~UL 8703-2011~~	~~Outline of Investigation for Concentrator Photovoltaic Modules and Assemblies~~	~~Electrical~~
~~UL 60730-1-2009*~~	~~Automatic Electrical Controls for Household and Similar Use, Part 1: General Requirements (with revisions through November 13, 2013)~~	~~Electrical~~
~~UL 555C-2006*~~	~~Ceiling Dampers (with revisions through May 4, 2010)~~	~~Dampers~~

~~* ANSI designated as an American National Standard.~~

~~Notes:~~

~~1 Although this standard is referenced in Table S17, some of the pipe, tubing, fittings, or valves included in the standard are not acceptable for use under the provisions of this Appendix.~~

~~2 See Section 605.1 for restrictions.~~

~~3 Alloy C85200 for cleanout plugs.~~

~~4 Standards for materials, equipment, joints and connections. Where more than one standard has been listed for the same material or method, the relevant portions of all such standards shall apply.~~

S 17.2 Standards, Publications, Practices, and Guides. The standards, publications, practices, and guides listed in Table S 17.2 are not referenced in other sections of this Appendix. The application of the referenced standards, publications, practices, and guides shall be in accordance with Section 301.3.

TABLE S 17.2

Standards, Publications, Practices, and Guides

DOCUMENT NUMBER	DOCUMENT TITLE	APPLICATION
ASHRAE 90.1-2013	Energy Standard for Buildings Except Low-Rise Residential Buildings	Energy
ASHRAE 93-2010 (RA2014)	Methods of Testing to Determine the Thermal Performance of Solar Collectors	Testing
ASHRAE 95-1981 (RA1987)	Methods of Testing to Determine the Thermal Performance of Solar Domestic Water Heating Systems	Testing
ASHRAE 96-1980 (RA1989)	Thermal Performance of Unglazed Flat-Plate Liquid-Type Solar Collectors	Testing, Collector
ASME A13.1-2015	Scheme for the Identification of Piping Systems	Piping
ASME B16.21-2016	Nonmetallic Flat Gaskets for Pipe Flanges	Joints
ASME B16.34-2013	Valves – Flanged, Threaded, and Welding End	Valves
ASME B16.47-2011	Large Diameter Steel Flanges: NPS 26 Through NPS 60 Metric/Inch	Fittings
ASME BPVC Section IV-2015	Rules for Construction of Heating Boilers	Miscellaneous

ASME BPVC Section IX-2015	Welding, Brazing, and Fusing Qualifications	Certification
ASSE 1010-2004	Water Hammer Arresters	Piping, Ferrous
ASTM A377-2003 (R2014)	Ductile-Iron Pressure Pipe	Piping, Ferrous
ASTM A733-2016	Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples	Piping, Ferrous
ASTM D56-2016a	Flash Point by the Tag Closed Cup Tester	Testing
ASTM D93-2016a	Flash Point by Pensky-Martens Closed Cup Tester	Testing
ASTM D635-2014	Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position	Testing
ASTM D2235-2004 (R2016)	Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings	Joints
ASTM D2672-2014	Joints for IPS PVC Pipe Using Solvent Cement	Joints
ASTM D2855-2015	Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings	Joints
ASTM D3278-1996 (R2011)	Flash Point of Liquids by Small Scale Closed-Cup Apparatus	Testing
ASTM E136-2016a	Behavior of Materials in a Vertical Tube Furnace at 750°C	Furnace
ASTM F480-2014	Thermoplastic Well Casing Pipe and Couplings Made in Standard Dimension Ratios (SDR), SCH 40 and SCH 80	Piping, Plastic
ASTM F891-2016	Coextruded Poly (Vinyl Chloride) (PVC) Plastic Pipe with a Cellular Core	Piping, Plastic
AWS B2.2/B2.2M-2016	Brazing Procedure and Performance Qualification	Certification
AWWA C507-2015	Ball Valves, 6 in. through 60 in. (150 mm through 1,500 mm)	Valves
BS EN 12975-1-2006 (R2010)	Thermal Solar Systems and Components – Solar Collectors – Part 1: General Requirements	Collector
BS EN 12975-2-2006	Thermal Solar Systems and Components – Solar Collectors – Part 2: Test Methods	Collector
BS EN 12976-1-2017	Thermal Solar Systems and Components – Factory Made Systems – Part 1: General Requirements	Solar System
BS EN 12976-2-2017	Thermal Solar Systems and Components – Factory Made Systems – Part 2: Test Methods	Solar System
BS EN ISO 9488-2000	Solar Energy – Vocabulary	Miscellaneous
CSA Z21.22-2015	Relief Valves for Hot Water Supply Systems (same as CSA 4.4)	Valves
CSA Z21.24-2015	Connectors for Gas Appliances (same as CSA 6.10)	Fuel Gas
IAPMO PS-117-2016	Press and Nail Connections	Fittings
ICC 900/SRCC 300-2015	Solar Thermal System Standard	Solar System
IEEE 937-2007	Installation and Maintenance of Lead-Acid Batteries for Photovoltaic (PV) Systems	Installation and Maintenance, Photovoltaic
IEEE 1013-2007	Sizing Lead-Acid Batteries for Stand-Alone Photovoltaic (PV) Systems	Photovoltaic, Sizing

IEEE 1361-2014	Lead-Acid Batteries Used in Stand-Alone Photovoltaic (PV) Systems	Testing, Evaluation
IEEE 1526-2003	Testing the Performance of Stand-Alone Photovoltaic Systems	Testing, Photovoltaic
IEEE 1547-2003	Interconnecting Distributed Resources with Electric Power Systems	Connections, Photovoltaic
IEEE 1562-2007	Array and Battery Sizing in Stand-Alone Photovoltaic (PV) Systems	Array, Battery, Photovoltaic
IEEE 1661-2007	Lead-Acid Batteries Used in Photovoltaic (PV) Hybrid Power Systems	Testing and Evaluation, Photovoltaic
MSS SP-58-2009	Pipe Hangers and Supports – Materials, Design, Manufacture, Selection, Application, and Installation	Fuel Gas
MSS SP-80-2013	Bronze Gate, Globe, Angle, and Check Valves	Valves
NFPA 54/Z223.1-2015	National Fuel Gas Code	Fuel Gas
NFPA 274-2013	Test Method to Evaluate Fire Performance Characteristics of Pipe Insulation	Pipe Insulation
NSF 14-2016a	Plastic Piping System Components and Related Materials	Piping, Plastic
UL 174-2004	Household Electric Storage Tank Water Heaters (with revisions through December 15, 2016)	Appliances
UL 873-2007	Temperature-Indicating and -Regulating Equipment (with revisions through February 6, 2015)	Electrical
UL 916-2015	Energy Management Equipment	Electrical
UL 1453-2016	Electric Booster and Commercial Storage Tank Water Heaters (with revisions through March 9, 2017)	Appliances
UL 4703-2014	Photovoltaic Wire	Electrical
UL 6703-2014	Outline of Investigation for Connectors for Use in Photovoltaic Systems (with revisions through March 2, 2017)	Electrical
UL 8703-2011	Outline of Investigation for Concentrator Photovoltaic Modules and Assemblies	Electrical
UL 60730-1 2016	Automatic Electrical Controls for Household and Similar Use, Part 1: General Requirements	Electrical

. . .

SECTION 31. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Plumbing Code. Some of these changes are administrative in nature in that they do not constitute changes or

modifications to requirements contained in the building standards published in the California Building Standards Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance that are not administrative in nature are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles as more particularly described in the table set forth below.

PLUMBING CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
Section 304.1	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Sections 601.2 601.2.1.1 and 601.2.2	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.

CODE SECTION	CONDITION	EXPLANATION
Section 721.3	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Sections 728.1 to 728.6	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Table H 101.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions and to provide protections for native, protected oak trees that are consistent with Title 22 – Zoning and Planning – of the Los Angeles County Code, Chapter 22.174 (Oak Tree Permits).
Table H 201.1(1)	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions, sewer capacity, and sewage treatment.
Table H 201.1(2)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(3)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(4)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Section H 301.1	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.

CODE SECTION	CONDITION	EXPLANATION
Section H 401.3	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.5	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 701.2	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 1001.1	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section H 1101.6	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section M 10.0	Geological Topographical Climatic	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.

SECTION 32. This ordinance shall become operative on January 1, 2020.

[TITLE28BUILDINGCODE2019CSCC]

ANALYSIS

This ordinance repeals those provisions of Title 29 – Mechanical Code – of the Los Angeles County Code, that incorporate by reference portions of the 2016 California Mechanical Code, and replaces them with provisions incorporating by reference portions of the 2019 California Mechanical Code, published by the California Building Standards Commission. Unless deleted or modified herein, the previously enacted provisions of Title 29 continue in effect.

State law requires that the County's Mechanical Code contain the same requirements as are contained in the building standards published in the most recent edition of the California Mechanical Code except for changes or modifications deemed reasonably necessary by the County because of local climatic, geological, or topographical conditions. The changes and modifications to the requirements contained in the building standards published in the 2019 California Mechanical Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions.

This ordinance also makes certain modifications to the administrative provisions of Title 29.

MARY C. WICKHAM
County Counsel

By

CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:lm

Requested: 07/18/19
Revised: 09/04/19

HOA.102583545.1

ORDINANCE NO. _____

An ordinance amending Title 29 – Mechanical Code – of the Los Angeles County Code, by adopting and incorporating, by reference, portions of the 2019 California Mechanical Code, with certain changes and modifications, and making other revisions thereto.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Sections 119.1.2.0 through 119.1.14.0 of Chapter 1, Chapters 2 through 17, and Appendices B, C, and D, which incorporate by reference and modify portions of the 2016 California Mechanical Code, are hereby repealed.

SECTION 2. Section 100 is hereby amended to read as follows:

100 -- ADOPTION BY REFERENCE.

Except as hereinafter changed or modified, Sections 1.2.0 through 1.14.0 of Chapter 1, Division I, of that certain Mechanical Code known and designated as the ~~2016~~2019 California Mechanical Code as published by the California Building Standards Commission are adopted and incorporated, by reference, into this Title 29 of the Los Angeles County Code, as if fully set forth below, and shall be known as Sections 119.1.2.0 through 119.1.14.0, respectively, of Chapter 1 of Title 29 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 17, and Appendices B, C, and D of that certain Mechanical Code known and designated as the ~~2016~~2019 California Mechanical Code as published by the California Building Standards Commission are adopted and incorporated, by reference, into this Title 29 of

the Los Angeles County Code as if fully set forth below, and shall be known as Chapters 2 through 17 and Appendices B, C, and D of Title 29 of the Los Angeles County Code.

A copy of the ~~2016~~2019 California Mechanical Code shall be at all times maintained by the Chief Mechanical Inspector for use and examination by the public.

SECTION 3. Section 112.2(2)(ii) is hereby amended to read as follows:

112.2 Plan Check Fees.

. . .

(ii) Garage ventilation systems required by~~installed in compliance with the provisions of~~ Title 26 of the Los Angeles County Code $194.30

. . .

SECTION 4. Section 113.2 is hereby amended to read as follows:

113.2 Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation, and become null and void, if the work authorized by such permit is not commenced within ~~180 days~~12 months from the date ~~of~~ such permit is issued, or the work authorized by such permit is suspended or abandoned for a period of 180 days, or permittee fails to obtain inspection as required by the provisions of Section 115.0 of this Code for a period of 180 days.

Exception: Permits issued to abate violation(s) in conjunction with a code enforcement action shall expire and become null and void at a date not to exceed 12 months from the issuance date or other date determined by the Building Official.

The Building Official may ~~extend~~grant one or more extensions of the time for action by the permittee for a period not exceeding 180 days from the date of expiration upon written request from the permittee and payment of a fee in an amount determined by the Building Official, not to exceed 25 percent of the permit fee. ~~No permit shall be extended more than twice.~~ Once a permit, including any extension(s) thereof, has expired, the permittee shall file a new application as specified in Section 111.2.

SECTION 5. Section 117.0 is hereby amended to read as follows:

117.0 **Annual Review of Fees.** The fees contained in this Code shall be reviewed annually by the Director of the Department of Public Works. Beginning on July 1, 1992, and thereafter on each succeeding July 1, the amount of each fee in this Code shall be adjusted as follows: Calculate the percentage movement between March of the previous year and March of the current year in the Consumer Price Index (CPI) for all urban consumers in the ~~Los Angeles, Anaheim, and Riverside~~Los Angeles-Long Beach-Anaheim, CA areas, as published by the United States Government Bureau of Labor Statistics, adjust each fee by said percentage amount and round off to the nearest ten (10) cents; ~~provided,~~ however, no adjustment shall decrease any fee and no fee shall exceed this reasonable cost of providing services. When it is determined that the amount reasonably necessary to recover the cost of providing services is in excess of this adjustment, the Chief Mechanical Inspector may present fee proposals to the Board of Supervisors for approval.

SECTION 6. Section 204.0 is hereby amended to read as follows:

204.0 **– B –**

. . .

Building Code. ~~The building code that is adopted by this jurisdiction. **[HCD1, HCD 2, OSHPD 1, 1R, 2, 3, 4 &5, and SFM]** "Building Code" shall mean the California Building Code, Title 24, Part 2~~The most recent edition of Title 26 of the Los Angeles County Code.

. . .

SECTION 7. Section 207.0 is hereby amended to read as follows:

207.0 **– E –**

. . .

Electrical Code. ~~The National Electrical Code promulgated by the National Fire Protection Association, as adopted by this jurisdiction. **[HCD 1 & HCD 2]** Whenever the term "Electrical Code" is used in this code, it shall mean the California Electrical Code, Title 24, Part 3~~The most recent edition of Title 27 of the Los Angeles County Code.

. . .

SECTION 8. Section 218.0 is hereby amended to read as follows:

218.0 **– P –**

. . .

Plumbing Code. ~~The Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by this jurisdiction. **[HCD 1 & HCD 2]** Whenever the term "Plumbing Code" is used in this code, it shall mean the~~

~~California Plumbing Code, Title 24, Part 5~~The most recent edition of Title 28 of the Los Angeles County Code.

. . .

SECTION 9. Section 302.2 is hereby amended to read as follows:

302.2 ALTERNATE MATERIALS AND METHODS OF CONSTRUCTION ~~EQUIVALENCY~~AND MODIFICATIONS.

302.2.1 Alternate Materials and Methods of Construction. Nothing in this ~~c~~Code is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this ~~c~~Code. Technical documentation shall be submitted to the Authority Having Jurisdiction to demonstrate equivalency. The Authority Having Jurisdiction shall have the authority to approve or disapprove the system, method, or device for the intended purpose on a case-by-case basis.

. . .

302.2.1.1 Testing.

. . .

302.2.1.1.1 Tests.

. . .

302.2.1.~~2~~1.2 Requests by the Authority Having Jurisdiction.

. . .

302.2.1.2 Application. Application for the use of an alternate material or method of construction shall be submitted in writing to the Chief Mechanical Inspector

together with a filing fee of $252.80. When staff review exceeds two hours, an additional fee of $126.40 per hour shall be charged for each hour or fraction thereof in excess of two hours.

302.2.2 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Authority Having Jurisdiction shall have the authority to grant modifications on a case-by-case basis, upon application of the owner or the owner's authorized agent, provided the Authority Having Jurisdiction shall first find that a special individual reason makes the strict letter of this Code impractical, and that the modification is in conformity with the spirit and purpose of this Code, and that such modification does not lessen any health, fire-protection, or other life-safety-related requirements. The details of any action granting modifications shall be recorded and entered in the files of the Authority Having Jurisdiction. The application for approval of a modification shall be in accordance with Section 302.2.1.2.

SECTION 10. Section 501.1 is hereby amended to read as follows:

501.1 Applicability. This ~~c~~Chapter includes requirements for environmental air ducts, product-conveying systems, and commercial hoods and kitchen ventilation. Part I addresses environmental air ducts and product-conveying systems. Part II addresses commercial hoods and kitchen ventilation. Ventilation systems installed to control occupational health hazards shall comply with the requirements of the Health Officer.

SECTION 11. Section 510.1.6 is hereby amended to read as follows:

510.1.6 Bracing and Supports. Duct bracing and supports shall be

of noncombustible material, securely attached to the structure, not less than the gauge required for grease-duct construction, and designed to carry gravity and lateral loads within the stress limitations of the ~~b~~Building ~~c~~Code. Bolts, screws, rivets, and other mechanical fasteners shall not penetrate duct walls.

SECTION 12. Section 603.3.1 is hereby amended to read as follows:

603.3.1 **Rectangular Ducts.** Supports for rectangular ducts shall be installed on two opposite sides of each duct and shall be welded, riveted, bolted, or metal screwed to each side of the duct at intervals specified.

SECTION 13. Section 1114.4 is hereby added to read as follows:

1114.4 **Approvals Required.** The method of discharge of systems containing other than group A1 refrigerants shall comply with the pertinent requirements of Title 32 – Fire Code – and Division 2 of Title 20 – Sanitary Sewer and Industrial Waste – of the Los Angeles County Code.

SECTION 14. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Mechanical Code. Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Mechanical Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance that are not

administrative in nature are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles, as more particularly described in the table set forth below.

TABLE

MECHANICAL CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
501.1	Climatic	Additional Health Department requirements are necessary due to local air quality concerns.
510.1.6	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
603.3.1	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
1114.4	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment to reduce damage and potential for toxic refrigerant release during a seismic event caused by shifting equipment and to minimize impacts to the sewer system in such an event.

SECTION 15. This ordinance shall become operative on January 1, 2020.

[TITLE29BUILDINGCODE2019CSCC]

ANALYSIS

This ordinance repeals those provisions of Title 30 – Residential Code – of the Los Angeles County Code, which had incorporated by reference portions of the 2016 Edition of the California Residential Code, and replaces them with provisions incorporating by reference portions of the 2019 California Residential Code, published by the California Building Standards Commission with certain changes and modifications.

State law requires that the County adopt ordinances that contain the same requirements as are contained in the building standards published in the California Residential Code. State law allows the County to change or modify these requirements only if it determines that such changes or modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Residential Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions.

MARY C. WICKHAM
County Counsel

By

CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:lm

Requested: 07/03/19
Revised: 10/15/19

HOA.102623614.1

ORDINANCE NO. _____

An ordinance amending Title 30 – Residential Code – of the Los Angeles County Code, by adopting and incorporating by reference the 2019 California Residential Code, with certain changes and modifications.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapters 2 through 10, Chapter 44, and Appendix H, which incorporate by reference, and modify, portions of the 2016 California Residential Code, are hereby repealed.

SECTION 2. Chapter 1 is hereby amended to read as follows:

R100 ADOPTION BY REFERENCE

Except as hereinafter changed or modified, Sections 102 through 119 of Chapter 1, Section 1206 of Chapter 12, and Chapters 67, 68, 69, 98, 99, and Appendix J of Title 26 of the Los Angeles County Code are adopted and incorporated by reference into this Title 30 as if fully set forth below, and shall be known as Sections 102 through 119 of Chapter 1, Section 1206 of Chapter 12, and Chapters 67, 68, 69, 98, 99, and Appendix J of Title 30 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 10, Chapter 44, and Appendi~~x~~ces H, Q, S, and X of that certain code known and designated as the ~~2016~~2019 California Residential Code as published by the California Building Standards Commission are adopted and incorporated by reference into this Title 30 as if fully set forth below, and shall be known as Chapters 2 through 10, Chapter 44, and Appendi~~x~~ces H, Q, S, and X of Title 30 of the Los Angeles County Code. A copy of the

~~2016~~2019 California Residential Code shall be at all times maintained by the Building Official for use and examination by the public.

R101 TITLE, PURPOSE, AND INTENT

. . .

R101.3 Scope.

. . .

Exceptions:

1. Live/work units complying with the requirements of Section 419 of the Los Angeles County Building Code shall be permitted to be built as one- and two-family dwellings or townhouses. Fire suppression otherwise required by Section 419.5 of the Los Angeles County Building Code for buildings and structures constructed under this Code shall conform to Section 903.3.1.3 of the Los Angeles County Building Code.

2. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the Los Angeles County Residential Code for one- and two-family dwellings when equipped with a fire sprinkler system in accordance with Section R313.

Additions, alterations, repairs, and changes of use or occupancy in all buildings and structures to which this Code applies shall comply with the provisions for new buildings and structures except as otherwise provided in the Existing Building Code and Section 109 of the Los Angeles County Building Code.

SECTION 3. Section R301.1.3.2 is hereby amended to read as follows:

R301.1.3.2 Woodframe structures ~~greater than two stories~~.

The ~~b~~Building ~~o~~Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of woodframe construction more than two stories and basement in height located in Seismic Design Category A, B, or C. Notwithstanding other sections of law, the law establishing these provisions is found in Business and Professions Code Sections 5537 and 6737.1.

The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of woodframe construction more than one story in height or with a basement located in Seismic Design Category D_0, D_1, or D_2 or E.

SECTION 4. Section R301.1.4 is hereby added to read as follows:

R301.1.4 Seismic design provisions for buildings constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope).

The design and construction of new buildings and additions to existing buildings when constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope) shall comply with Section 1613.6 of the Los Angeles County Building Code.

SECTION 5. Section R301.2 is hereby amended to read as follows:

R301.2 **Climatic and geographic design criteria.**

Buildings shall be constructed in accordance with the provisions of this ~~c~~Code as limited by the provisions of this ~~s~~Section. ~~Additional criteria shall be established by the local jurisdiction and set forth~~Consult with the Building Official regarding additional criteria in Table R301.2(1).

SECTION 6. Section R301.2.2.6 is hereby amended to read as follows:

R301.2.2.6 **Irregular buildings.**

. . .

1. **Shear wall or braced wall offsets out of plane.** Conditions where exterior shear wall lines or braced wall panels are not in one plane vertically from the foundation to the uppermost story in which they are required.

~~**Exception:** For wood light-frame construction, floors with cantilevers or setbacks not exceeding four times the nominal depth of the wood floor joists are permitted to support braced wall panels that are out of plane with braced wall panels below provided that all of the following are satisfied:~~

~~1. Floor joists are nominal 2 inches by 10 inches (51 mm by 254 mm) or larger and spaced not more than 16 inches (406 mm) on center.~~

~~2. The ratio of the back span to the cantilever is not less than 2 to 1.~~

~~3. Floor joists at ends of braced wall panels are doubled.~~

~~4. For wood-frame construction, a continuous rim joist is connected to ends or all cantilever joists. Where spliced, the rim joists shall be spliced using a galvanized metal tie not less than 0.058 inch (1.5 mm) (16 gage) and 11/2 inches (38 mm) wide~~

~~fastened with six 16d nails on each side of the splice; or a block of the same size as the rim joist and of sufficient length to fit securely between the joist space at which the splice occurs, fastened with eight 16d nails on each side of the splice.~~

~~5. Gravity loads carried at the end of cantilevered joists are limited to uniform wall and roof loads and the reactions from headers having a span of 8 feet (2438 mm) or less.~~

2. **Lateral support of roofs and floors.** Conditions where a section of floor or roof is not laterally supported by shear walls or braced wall lines on all edges.

Exception: Portions of floors that do not support shear walls, braced wall panels above, or roofs shall be permitted to extend not more than 6 feet (1829 mm) beyond a shear wall or braced wall line.

3. **Shear wall or braced wall offsets in plane.** Conditions where the end of a braced wall panel occurs over an opening in the wall below~~and extends more than 1 foot (305 mm) horizontally past the edge of the opening. This provision is applicable to shear walls and braced wall panels offset in plane and to braced wall panels offset out of plane in accordance with the exception to Item 1~~.

~~**Exception:** For wood light-frame wall construction, one end of a braced wall panel shall be permitted to extend more than 1 foot (305 mm) over an opening not more than 8 feet (2438 mm) in width in the wall below provided that the opening includes a header in accordance with all of the following:~~

~~1. The building width, loading condition and framing member species limitations of Table R602.7(1) shall apply.~~

~~2. The header is composed of:~~

~~2.1 Not less than one 2x12 or two 2x10 for an opening not more than 4 feet (1219 mm) wide.~~

~~2.2. Not less than two 2x12 or three 2x10 for an opening not more than 6 feet (1829 mm) in width.~~

~~2.3. Not less than three 2x12 or four 2x10 for an opening not more than 8 feet (2438 mm) in width.~~

~~3. The entire length of the braced wall panel does not occur over an opening in the wall below.~~

4. **Floor and roof opening.** Conditions where an opening in a floor or roof exceeds the lesser of 12 feet (3658 mm) or 50 percent of the least floor or roof dimension.

5. **Floor Level offset.** Conditions where portions of a floor level are vertically offset.

~~**Exceptions:**~~

~~1. Framing supported directly by continuous foundations at the perimeter of the building.~~

~~2. For wood light-frame construction, floors shall be permitted to be vertically offset when the floor framing is lapped or tied together as required by section R502.6.1.~~

. . .

SECTION 7. Section R301.2.2.11 is hereby added to read as follows:

R301.2.2.11 Anchorage of mechanical, electrical, or plumbing components and equipment.

Mechanical, electrical, or plumbing components and equipment shall be anchored to the structure. Anchorage of the components and equipment shall be designed to resist loads in accordance with the Los Angeles County Building Code and ASCE 7, except where the component is positively attached to the structure and flexible connections are provided between the component and associated ductwork, piping, and conduit; and either:

1. The component weighs 400 pounds (1,780 N) or less and has a center of mass located 4 feet (1.22 m) or less above the supporting structure; or

2. The component weighs 20 pounds (89N) or less or, in the case of a distributed system, 5 pounds per foot (73 N/m) or less.

SECTION 8. Table R302.1(2) is hereby amended as follows:

TABLE R302.1(2)
EXTERIOR WALLS—DWELLINGS *AND ACCESSORY BUILDINGS WITH AUTOMATIC RESIDENTIAL FIRE SPRINKLER PROTECTION*

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	Fire-resistance rated	1 hour—tested in accordance with ASTM E119, UL 263 or Section 703.3 of the *California Building Code* with exposure from the outside	0 feet
	Not fire-resistance rated	0 hours	3 feet[a]
Projections	Not allowed	NA	< 2 feet
	Fire-resistance rated	1 hour on the underside, or heavy timber, or fire-retardant-treated wood[b, c]	2 feet[a]
	Not fire-resistance rated	0 hours	3 feet
Openings in walls	Not allowed	NA	< 3 feet
	Unlimited	0 hours	3 feet[a]
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	3 feet[a]

a. Reserved. ~~For residential subdivisions where all dwellings are equipped throughout with an automatic sprinkler system installed in accordance with Section R313, the fire separation distance for exterior walls not fire-resistance rated and for fire-resistance-rated projections shall be permitted to be reduced to 0 feet, and unlimited unprotected openings and penetrations shall be~~

~~permitted, where the adjoining lot provides an open setback yard that is 6 feet or more in width on the opposite side of the property line.~~

. . .

SECTION 9. Section R337.1.1 is hereby amended to read as follows:

R337.1.1 Scope.

This ~~c~~Chapter applies to building materials, systems and or assemblies used in the exterior design and construction of new buildings, and to additions, alterations, or repairs made to existing buildings, erected, constructed, located, or moved within a Wildland-Urban Interface Fire Area as defined in Section R337.2A.

SECTION 10. Section R337.1.3 is hereby amended to read as follows:

R337.1.3 Application.

New buildings, and any additions, alterations, or repairs made to existing buildings located in or moved within any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the ~~enforcing agency~~Los Angeles County Fire Department constructed after the application date shall comply with the provisions of this ~~c~~Chapter.

Exceptions:

. . .

~~4. Additions to and remodels of buildings originally constructed prior to the applicable application date~~Reserved.

SECTION 11. Section R337.1.3.1 is hereby amended to read as follows:

R337.1.3.1 Application date and where required.

New buildings for which an application for a building permit is submitted on or after July 1, 2008, and any additions, alterations, or repairs made to existing buildings for which an application for a building permit is submitted on or after January 1, 2020, located in any Fire Hazard Severity Zone or Wildland Interface Fire Area shall comply with all sections of this ~~c~~Chapter, including all of the following areas:

. . .

Exceptions:

1. ~~New b~~Buildings located in any Fire Hazard Severity Zone within State Responsibility Areas, for which an application for a building permit is submitted on or after January 1, 2008, shall comply with all sections of this ~~c~~Chapter.

2. ~~New b~~Buildings located in any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland Interface Fire Area designated by cities and other local agencies for which an application for a building permit is submitted on or after December 1, 2005 but prior to July 1, 2008, shall only comply with the following sections of this ~~c~~Chapter:

. . .

SECTION 12. Section R337.1.4 is hereby amended to read as follows:

R337.1.4 Inspection and certification.

. . .

1. Building permit issuance. The ~~local b~~Building ~~o~~Official shall, prior to construction, provide the owner or applicant a certification that the building as proposed

to be built complies with all applicable state and local building standards, including those for materials and construction methods for wildfire exposure as described in this ~~c~~Chapter. Issuance of a building permit by the ~~local b~~Building ~~o~~Official for the proposed building shall be considered as complying with this ~~s~~Section.

2. Building permit final. The ~~local b~~Building ~~o~~Official shall, upon completion of construction, provide the owner or applicant with a copy of the final inspection report that demonstrates the building was constructed in compliance with all applicable state and local building standards, including those for materials and construction methods for wildfire exposure as described in this ~~c~~Chapter. Issuance of a certificate of occupancy by the ~~local b~~Building ~~o~~Official for the proposed building shall be considered as complying with this ~~s~~Section.

SECTION 13. Section R337.1.6 is hereby amended to read as follows:

R337.1.6 Application to accessory buildings and miscellaneous structures.

~~New a~~Accessory buildings and miscellaneous structures, including additions, alterations, or repairs, as specified in Section R337.10 shall comply only with the requirements of that ~~s~~Section.

SECTION 14. Section R337.2 is hereby amended to read as follows:

SECTION R337.2

DEFINITIONS

. . .

FIRE PROTECTION PLAN is a document prepared for a specific project or development proposed for a Wildland-Urban Interface Fire Area. It describes ways to minimize and mitigate potential for loss from wildfire exposure. The fire protection plan shall be in accordance with this ~~c~~Chapter and the ~~California~~Los Angeles County Fire Code, Chapter 49. When required by the enforcing agency for the purposes of granting modifications, a fire protection plan shall be submitted. ~~Only locally adopted ordinances that have been filed with the California Building Standards Commission or the Department of Housing and Community Development in accordance with Section 1.1.8 shall apply.~~

FIRE HAZARD SEVERITY ZONES are geographical areas designated pursuant to California Public Resources Code Sections 4201 through 4204 and classified as Very High, High, or Moderate in State Responsibility Areas or as Local Agency Very-High Fire Hazard Severity Zones designated pursuant to California Government Code Sections 51175 through 51189. See ~~California~~Los Angeles County Fire Code, ~~Article 86~~Chapter 49.

. . .

WILDLAND-URBAN INTERFACE FIRE AREA is a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with ~~the~~ Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, or other areas designated by the ~~enforcing agency~~Los Angeles County Fire Department to be at a significant risk from wildfires.

SECTION 15. Section R337.3.2 is hereby amended to read as follows:

R337.3.2 Qualification by testing.

Material and material assemblies tested in accordance with the requirements of Section R337.3 shall be accepted for use when the results and conditions of those tests are met. Product evaluation testing of material and material assemblies shall be approved or listed by the State Fire Marshal or the Building Official, or identified in a current report issued by an approved agency.

SECTION 16. Section R337.3.3 is hereby amended to read as follows:

R337.3.3 Approved agency.

Product evaluation testing shall be performed by an approved agency as defined in Section 1702 of the ~~California~~Los Angeles County Building Code. The scope of accreditation for the approved agency shall include building product compliance with ~~c~~Code.

SECTION 17. Section R337.3.5.2 is hereby amended to read as follows:

R337.3.5.2 Weathering.

Fire-retardant-treated wood~~-and fire-retardant-treated wood shingles and shakes~~ shall meet the fire test performance requirements of this ~~c~~Chapter after being subjected to the weathering conditions contained in the following standards, as applicable to the materials and the conditions of use.

SECTION 18. Section R337.3.5.2.1 is hereby amended to read as follows:

R337.3.5.2.1 Fire-retardant-treated wood.

Fire-retardant-treated wood shall be tested in accordance with ASTM D2898 (Method A), and the requirements of Section 2303.2 of the ~~California~~Los Angeles County Building Code.

SECTION 19. Section R337.3.5.2.2 is hereby deleted in its entirety.

~~**R337.3.5.2.2 Fire-retardant-treated wood shingles and shakes.** Fire-retardant-treated wood shingles and shakes shall be approved and listed by the State Fire Marshal in accordance with Section 208(c), Title 19 California Code of Regulations.~~

SECTION 20. Section R337.3.6 is hereby amended to read as follows:

R337.3.6 Alternates for materials, design, tests and methods of construction.

The ~~enforcing agency~~Building Official is permitted to modify the provisions of this ~~c~~Chapter for site-specific conditions in accordance with Chapter 1, Section ~~1.11.2.4~~104.2.7. When required by the ~~enforcing agency~~Building Official for the purposes of granting modifications, a fire protection plan shall be submitted in accordance with the ~~California~~Los Angeles County Fire Code, Chapter 49.

SECTION 21. Section R337.4.4 is hereby amended to read as follows:

R337.4.4 Alternative methods for determining ignition-resistant material.

. . .

2. Fire-retardant-treated wood. Fire-retardant-treated wood identified for exterior use that complies with the requirements of Section 2303.2 of the ~~California~~Los Angeles County Building Code.

~~3. Fire-retardant-treated wood shingles and shakes. Fire-retardant-treated wood shingles and shakes, as defined in section 1505.6 of the California Building Code and listed by State Fire Marshal for use as "Class B" roof covering, shall be accepted as an Ignition-resistant wall covering material when installed over solid sheathing.~~

SECTION 22. Section R337.5.2 is hereby amended to read as follows:

R337.5.2 Roof coverings.

Roof coverings shall be Class A as specified in Section R902.1. Where the roof profile allows a space between the roof covering and roof decking, the spaces shall be constructed to prevent the intrusion of flames and embers, be firestopped with approved materials or have one layer of minimum 72 pound (32.4 kg) mineral-surfaced nonperforated cap sheet complying with ASTM D 3909 installed over the combustible decking. Wood shingles and wood shakes are prohibited in any Fire Hazard Severity Zones regardless of classification.

SECTION 23. Section R337.6.1 is hereby amended to read as follows:

R337.6.1 General.

Where provided, ventilation openings for enclosed attics, enclosed eave soffit spaces, enclosed rafter spaces formed where ceilings are applied directly to the underside of roof rafters, and underfloor ventilation shall be in accordance with

Section ~~12032~~1202 of the ~~California~~Los Angeles County Building Code and Sections 337.6.1 through R337.6.3 of this ~~s~~Section to resist building ignition from the intrusion of burning embers and flame through the ventilation opening.

SECTION 24. Section R337.6.3 is hereby amended to read as follows:

R337.6.3 Ventilation openings on the underside of eaves and cornices.

. . .

Exceptions:

. . .

2. The ~~enforcing agency~~Building Official shall be permitted to accept or approve special eave and cornice vents that resist the intrusion of flame and burning embers.

3. Vents complying with the requirements of Section R337.6.2 shall be permitted to be installed on the underside of eaves and cornices in accordance with either one of the following conditions:

3.1. The attic space being ventilated is fully protected by an automatic sprinkler system installed in accordance with Section 903.3.1.1 of the ~~California~~Los Angeles County Building Code or,

. . .

SECTION 25. Section R337.10.3 is hereby amended to read as follows:

R337.10.3 Where required.

No requirements shall apply to accessory buildings or miscellaneous structures when located at least 50 feet from an applicable building. Applicable accessory buildings and attached miscellaneous structures, or detached miscellaneous structures that are installed at a distance of less than 3 feet from an applicable building, shall comply with this ~~s~~Section. When required by the ~~enforcing agency~~Building Official, detached miscellaneous structures that are installed at a distance of more than 3 feet but less than 50 feet from an applicable building shall comply with the requirements of this ~~s~~Section.

SECTION 26. Section R337.10.3.3 is hereby amended to read as follows:

R337.10.3.3 Detached miscellaneous structure requirements.

When required by the ~~enforcing agency~~Building Official, applicable detached miscellaneous structures that are installed at a~~s~~ distance of more than 3 feet but less than 50 feet from an applicable building shall be constructed of noncombustible materials or of ignition-resistant materials as described in Section R337.4.3.

SECTION 27. Section R401.1 is hereby amended to read as follows:

R401.1 Application.

. . .

Wood foundations in Seismic Design Category D_0, D_1, or D_2 shall ~~be designed in accordance with accepted engineering practice~~not be permitted.

Exception: In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200

square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

SECTION 28. Section R403.1.2 is hereby amended to read as follows:

R403.1.2 Continuous footing in Seismic Design Categories D_0, D_1 and D_2.

Exterior walls of buildings located in Seismic Design Categories D_0, D_1 and D_2 shall be supported by continuous solid or fully grouted masonry or concrete footings. ~~Other footing materials or systems shall be designed in accordance with accepted engineering practices.~~Required interior braced wall panels in buildings located in Seismic Design Categories D_0, D_1 and D_2 ~~with plan dimensions greater than 50 feet (15 240 mm) shall be supported by continuous solid or fully grouted masonry or concrete footings in accordance with Section R403.1.3.4, except for two-story buildings in Seismic Design Category D_2, in which all braced wall panels, interior and exterior,~~ shall be supported on continuous foundations.

~~Exception: Two-story buildings shall be permitted to have interior braced wall panels supported on continuous foundations at intervals not exceeding 50 feet (15 240 mm) provided that:~~

~~1. The height of cripple walls does not exceed 4 feet (1219 mm).~~

~~2. First floor braced wall panels are supported on doubled floor joists, continuous blocking or floor beams.~~

~~3. The distance between bracing lines does not exceed twice the building width measured parallel to the braced wall line.~~

SECTION 29. Section R403.1.3.6 is hereby amended to read as follows:

R403.1.3.6 Isolated concrete footings.

In detached one- and two-family dwellings located in Seismic Design Category A, B, or C that are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted.

SECTION 30. Section R403.1.5 is hereby amended to read as follows:

R403.1.5 Slope.

The top surface of footings shall be level. The bottom surface of footings shall not have a slope exceeding one unit vertical in 10 units horizontal (10-percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footings or where the slope of the bottom surface of the footings will exceed one unit vertical in 10 units horizontal (10-percent slope).

For structures located in Seismic Design Category D_0, D_1, or D_2, stepped footings shall be reinforced with two No. 4 reinforcing bars. Two bars shall be located at the top and bottom of the footings as shown in Figure R403.1.5.

SECTION 31. Figure R403.1.5 is hereby added to read as follows:

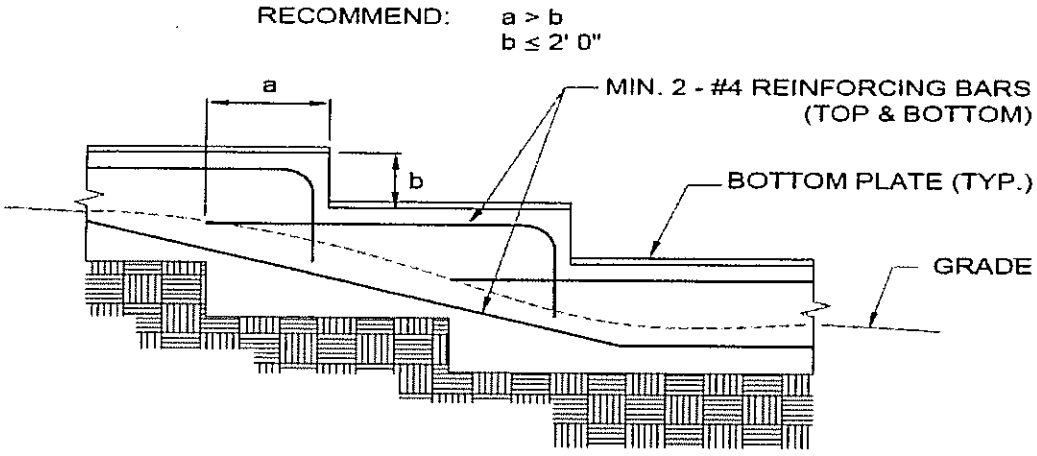


FIGURE R403.1.5
STEPPED FOOTING

SECTION 32. Section R404.2 is hereby amended to read as follows:

R404.2 Wood foundation walls.

Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with the details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D_0, D_1, or D_2.

SECTION 33. Section R501.1 is hereby amended to read as follows:

R501.1 Application.

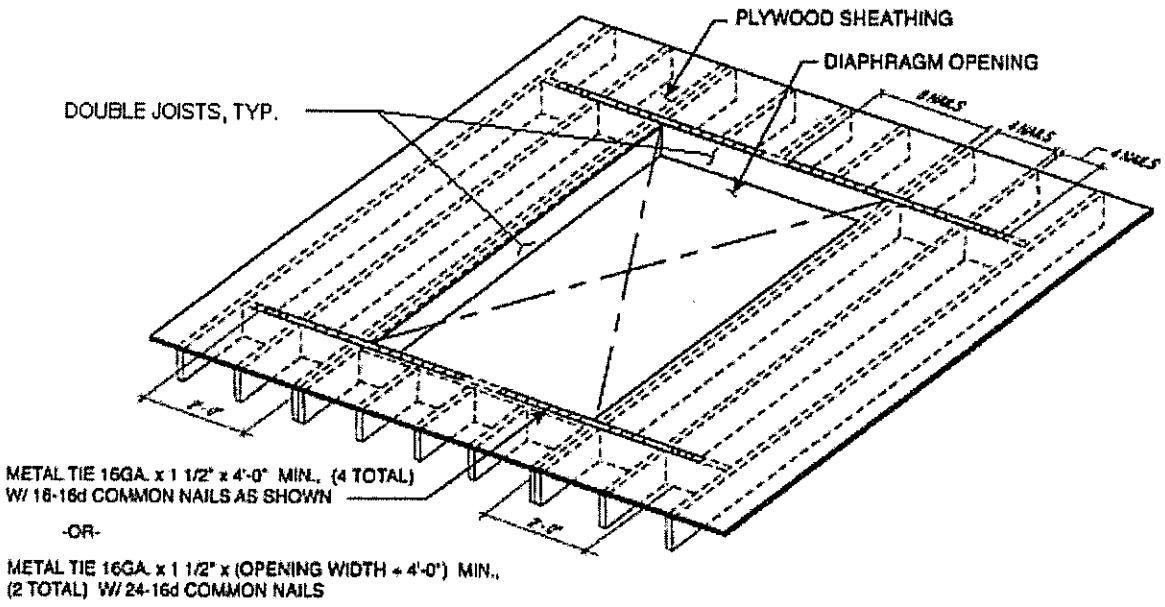
The provision of this ~~c~~Chapter shall control the design and construction of the floors for buildings, including the floors of attic spaces used to house mechanical or plumbing fixtures and equipment. Mechanical or plumbing fixtures and equipment shall be attached or anchored to the structure in accordance with Section R301.2.2.11.

SECTION 34. Section R503.2.4 is hereby added to read as follows:

R503.2.4 Openings in horizontal diaphragms.

Openings in horizontal diaphragms with a dimension perpendicular to the joist that is greater than 4 feet (1.2 m) shall be constructed in accordance with Figure R503.2.4.

SECTION 35. Figure R503.2.4 is hereby added to read as follows:



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R503.2.4

OPENING IN HORIZONTAL DIAPHRAGMS

Notes:

a. Blockings shall be provided beyond headers.

b. Metal ties not less than 0.058 inch [1.47 mm (16 galvanized gage)] by 1.5 inches (38 mm) wide with eight 16d common nails on each side of the header-joist intersection. The metal ties shall have a minimum yield of 33,000 psi (227 MPa).

c. Openings in diaphragms shall be further limited in accordance with Section R301.2.2.6.

SECTION 36. Table R602.3(1) is hereby amended to read as follows:

TABLE R602.3(1)

FASTENING SCHEDULE

. . .

b. Staples are 16 gage wire and have a minimum 7/16-inch on diameter crown width. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, or D_2.

. . .

SECTION 37. Table R602.3(2) is hereby amended to read as follows:

TABLE R602.3(2)

ALTERNATE ATTACHMENTS TO TABLE R602.3(1)

. . .

b. Staples shall have a minimum crown width of 7/16-inch on diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, or D_2.

. . .

SECTION 38. Section R602.3.2 is hereby amended to read as follows:

R602.3.2 Top plate.

. . .

Exception: In other than Seismic Design Category D_0, D_1, or D_2, a~~A~~ single top plate used as an alternative to a double top plate shall comply with the following:

. . .

SECTION 39. Table R602.3.2 is hereby amended to read as follows:

TABLE R602.3.2
SINGLE TOP-PLATE SPLICE CONNECTION DETAILS

CONDITION	TOP-PLATE SPLICE LOCATION			
	Corners and intersecting walls		Butt joints in straight walls	
	Splice plate size	Minimum nails each side of joint	Splice plate size	Minimum nails each side of joint
Structures in SDC A-C; ~~and in SDC D_0, D_1 and D_2 with braced wall line spacing less than 25 feet~~	3″ × 6″ × 0.036″ galvanized steel plate or equivalent	(6) 8d box ($2^1/_2$″ × 0.113″) nails	3′ × 12″ × 0.036″ galvanized steel plate or equivalent	(12) 8d box ($2^1/_2$″ × 0.113″) nails
~~Structures in SDC D_0, D_1 and D_2, with braced wall line spacing greater than or equal to 25 feet~~	~~3″ × 8″ by 0.036″ galvanized steel plate or equivalent~~	~~(9) 8d box ($2^1/_2$″ × 0.113″) nails~~	~~3′ × 16″ × 0.036″ galvanized steel plate or equivalent~~	~~(18) 8d box ($2^1/_2$″ × 0.113″) nails~~

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

SECTION 40. Section R602.10.2.3 is hereby amended to read as follows:

R602.10.2.3 Minimum number of braced wall panels.

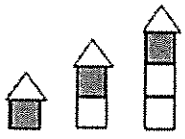
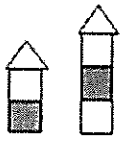
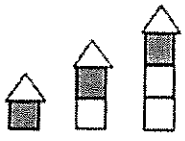
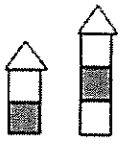
Braced wall lines with a length of 16 feet (4877 mm) or less shall have not less than two braced wall panels of any length or one braced wall panel equal to 48 inches (1219 mm) or more. Braced wall lines greater than 16 feet (4877 mm) shall have not less than two braced wall panels. No braced wall panel shall be less than 48 inches in length in Seismic Design Category D_0, D_1, or D_2.

SECTION 41. Table R602.10.3(3) is hereby amended to read as follows:

TABLE R602.10.3(3)

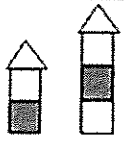
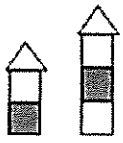
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

• SOIL CLASS D[a] • WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[a,f]				
Seismic Design Category	Story Location	Braced Wall Line Length (feet)[c]	Method LIB[d]	Method GB[g]	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[d,g]	Method WSP	Methods CS-WSP, CS-G, CS-PF
C (townhouses only)		10	2.5	2.5	2.5	1.6	1.4
		20	5.0	5.0	5.0	3.2	2.7
		30	7.5	7.5	7.5	4.8	4.1
		40	10.0	10.0	10.0	6.4	5.4
		50	12.5	12.5	12.5	8.0	6.8
		10	NP	4.5	4.5	3.0	2.6
		20	NP	9.0	9.0	6.0	5.1
		30	NP	13.5	13.5	9.0	7.7
		40	NP	18.0	18.0	12.0	10.2
		50	NP	22.5	22.5	15.0	12.8
		10	NP	6.0	6.0	4.5	3.8
		20	NP	12.0	12.0	9.0	7.7
		30	NP	18.0	18.0	13.5	11.5
		40	NP	24.0	24.0	18.0	15.3
		50	NP	30.0	30.0	22.5	19.1
D_0		10	NP	~~2.8~~ 5.6	~~2.8~~ 5.6	1.8	1.6
		20	NP	~~5.5~~ 11.0	~~5.5~~ 11.0	3.6	3.1
		30	NP	~~8.3~~ 16.6	~~8.3~~ 16.6	5.4	4.6
		40	NP	~~11.0~~ 22.0	~~11.0~~ 22.0	7.2	6.1
		50	NP	~~13.8~~ 27.6	~~13.8~~ 27.6	9.0	7.7
		10	NP	~~5.3~~ NP	~~5.3~~ NP	3.8	3.2
		20	NP	~~10.5~~ NP	~~10.5~~ NP	7.5	6.4
		30	NP	~~15.8~~ NP	~~15.8~~ NP	11.3	9.6
		40	NP	~~21.0~~ NP	~~21.0~~ NP	15.0	12.8
		50	NP	~~26.3~~ NP	~~26.3~~ NP	18.8	16.0
		10	NP	~~7.3~~ NP	~~7.3~~ NP	5.3	4.5
		20	NP	~~14.5~~ NP	~~14.5~~ NP	10.5	9.0
		30	NP	~~21.8~~ NP	~~21.8~~ NP	15.8	13.4
		40	NP	~~29.0~~ NP	~~29.0~~ NP	21.0	17.9
		50	NP	~~36.3~~ NP	~~36.3~~ NP	26.3	22.3

(continued)

TABLE R602.10.3(3)—continued
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

• SOIL CLASS D[a] • WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[b,f]				
Seismic Design Category	Story Location	Braced Wall Line Length (feet)[f]	Method LIB[d]	Method GB[g]	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[d,h]	Method WSP	Methods CS-WSP, CS-G, CS-PF
D_1		10	NP	~~3.0~~ 6.0	~~3.0~~ 6.0	2.0	1.7
		20	NP	~~6.0~~ 12.0	~~6.0~~ 12.0	4.0	3.4
		30	NP	~~9.0~~ 18.0	~~9.0~~ 18.0	6.0	5.1
		40	NP	~~12.0~~ 24.0	~~12.0~~ 24.0	8.0	6.8
		50	NP	~~15.0~~ 30.0	~~15.0~~ 30.0	10.0	8.5
		10	NP	~~6.0~~ NP	~~6.0~~ NP	4.5	3.8
		20	NP	~~12.0~~ NP	~~12.0~~ NP	9.0	7.7
		30	NP	~~18.0~~ NP	~~18.0~~ NP	13.5	11.5
		40	NP	~~24.0~~ NP	~~24.0~~ NP	18.0	15.3
		50	NP	~~30.0~~ NP	~~30.0~~ NP	22.5	19.1
		10	NP	~~8.5~~ NP	~~8.5~~ NP	6.0	5.1
		20	NP	~~17.0~~ NP	~~17.0~~ NP	12.0	10.2
		30	NP	~~25.5~~ NP	~~25.5~~ NP	18.0	15.3
		40	NP	~~34.0~~ NP	~~34.0~~ NP	24.0	20.4
		50	NP	~~42.5~~ NP	~~42.5~~ NP	30.0	25.5
D_2		10	NP	~~4.0~~ 8.0	~~4.0~~ 8.0	2.5	2.1
		20	NP	~~8.0~~ 16.0	~~8.0~~ 16.0	5.0	4.3
		30	NP	~~12.0~~ 24.0	~~12.0~~ 24.0	7.5	6.4
		40	NP	~~16.0~~ 32.0	~~16.0~~ 32.0	10.0	8.5
		50	NP	~~20.0~~ 40.0	~~20.0~~ 40.0	12.5	10.6
		10	NP	~~7.5~~ NP	~~7.5~~ NP	5.5	4.7
		20	NP	~~15.0~~ NP	~~15.0~~ NP	11.0	9.4
		30	NP	~~22.5~~ NP	~~22.5~~ NP	16.5	14.0
		40	NP	~~30.0~~ NP	~~30.0~~ NP	22.0	18.7
		50	NP	~~37.5~~ NP	~~37.5~~ NP	27.5	23.4
		10	NP	NP	NP	NP	NP
		20	NP	NP	NP	NP	NP
		30	NP	NP	NP	NP	NP
		40	NP	NP	NP	NP	NP
		50	NP	NP	NP	NP	NP
	Cripple wall below one- or two-story dwelling	10	NP	NP	NP	7.5	6.4
		20	NP	NP	NP	15.0	12.8
		30	NP	NP	NP	22.5	19.1
		40	NP	NP	NP	30.0	25.5
		50	NP	NP	NP	37.5	31.9

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 0.0479 kPa.
NP = Not Permitted.

a. Linear interpolation shall be permitted.
b. Wall bracing lengths are based on a soil site class "D." Interpolation of bracing length between the S_{ds} values associated with the seismic design categories shall be permitted when a site-specific S_{ds} value is determined in accordance with Section 1613.2 of the *California Building Code*.

c. Where the braced wall line length is greater than 50 feet, braced wall lines shall be permitted to be divided into shorter segments having lengths of 50 feet or less, and the amount of bracing within each segment shall be in accordance with this table.

d. Method LIB shall have gypsum board fastened to not less than one side with nails or screws in accordance with Table R602.3(1) for exterior sheathing or Table R702.3.5 for interior gypsum board. Spacing of fasteners at panel edges shall not exceed 8 inches.

e. Methods PFG and CS-SFB do not apply in Seismic Design Categories D_0, D_1 and D_2.

f. Where more than one bracing method is used, mixing methods shall be in accordance with Section R602.10.4.1.

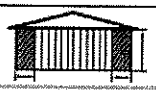
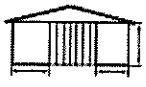
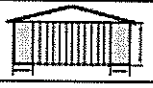
g. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D_0, D_1 and D_2. Methods DWB, SFB, PBS, and HPS are not permitted in D_0, D_1 or D_2.

SECTION 42. Table R602.10.4 is hereby amended to read as follows:

TABLE R602.10.4

BRACING METHODS

TABLE R602.10.4
BRACING METHODS [1]

METHODS, MATERIAL		MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	**LIB** Let-in-bracing	1 × 4 wood or approved metal straps at 45° to 60° angles for maximum 16" stud spacing		Wood: 2-8d common nails or 3-8d (2 1/2" long x 0.113" dia.) nails	Wood: per stud and top and bottom plates
				Metal strap: per manufacturer	Metal: per manufacturer
	DWB Diagonal wood boards	3/4" (1" nominal) for maximum 24" stud spacing		2-8d (2 1/2" long × 0.113" dia.) nails or 2 - 1 3/4" long staples	Per stud
	WSP Wood structural panel (See Section R604)	~~3/8"~~ 15/32"	8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge	~~Exterior sheathing per Table R602.3(3)~~	6" edges 12" field
			8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge	~~Interior sheathing per Table R602.3(1) or R602.3(2)~~	~~Varies by fastener~~ 6" edges 12" field
	BV-WSP[e] Wood structural panels with stone or masonry veneer (See Section R602.10.6.5)	7/16"	See Figure R602.10.6.5	8d common (2 1/2" × 0.131) nails	4" at panel edges 12" at intermediate supports 4" at braced wall panel end posts
	SFB Structural fiberboard sheathing	1/2" or 25/32" for maximum 16" stud spacing		1 1/2" long × 0.12" dia. (for 1/2" thick sheathing) 1 3/4" long × 0.12" dia. (for 25/32" thick sheathing) galvanized roofing nails	3" edges 6" field
	GB Gypsum board	1/2"		Nails or screws per Table R602.3(1) for exterior locations	For all braced wall panel locations: 7" edges (including top and bottom plates) 7" field
				Nails or screws per Table R702.3.5 for interior locations	
	PBS Particleboard sheathing (See Section R605)	3/8" or 1/2" for maximum 16" stud spacing		For 3/8", 6d common (2" long × 0.113" dia.) nails For 1/2", 8d common (2 1/2" long × 0.131" dia.) nails	3" edges 6" field
	PCP Portland cement plaster	See Section R703.7 for maximum 16" stud spacing		1 1/2" long, 11 gage, 7/16" dia. head nails or 7/8" long, 16 gage staples [g]	6" o.c. on all framing members
	HPS Hardboard panel siding	7/16" for maximum 16" stud spacing		0.092" dia., 0.225" dia. head nails with length to accommodate 1 1/2" penetration into studs	4" edges 8" field
	ABW Alternate braced wall	3/8"		See Section R602.10.6.1	See Section R602.10.6.1

(continued)

TABLE R602.10.4—continued
BRACING METHODS[f]

METHODS, MATERIAL		MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	**PFH** Portal frame with hold-downs	3/8"		See Section R602.10.6.2	See Section R602.10.6.2
	PFG Portal frame at garage	7/16"		See Section R602.10.6.3	See Section R602.10.6.3
Continuous Sheathing Methods	**CS-WSP** Continuously sheathed wood structural panel	~~3/8"~~ 15/32"		8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge ~~Exterior sheathing per Table R602.3(3)~~	6" edges 12" field
				8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge ~~Interior sheathing per Table R602.3(1) or R602.3(2)~~	~~Varies by fastener~~ 6" edges 12" field
	CS-G[b,c] Continuously sheathed wood structural panel adjacent to garage openings	~~3/8"~~ 15/32"		See Method CS-WSP	See Method CS-WSP
	CS-PF Continuously sheathed portal frame	~~7/16"~~ 15/32"		See Section R602.10.6.4	See Section R602.10.6.4
	CS-SFB[d] [f] Continuously sheathed structural fiberboard	1/2" or 25/32" for maximum 16" stud spacing		1 1/2" long × 0.12" dia. (for 1/2" thick sheathing) 1 3/4" long × 0.12" dia. (for 25/32" thick sheathing) galvanized roofing nails	3" edges 6" field

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m^2, 1 mile per hour = 0.447 m/s.

a. Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D_0, D_1 and D_2.
b. Applies to panels next to garage door opening where supporting gable end wall or roof load only. Shall only be used on one wall of the garage. In Seismic Design Categories D_0, D_1 and D_2, roof covering dead load shall not exceed 3 psf.
c. Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R602.5(1). A full-height clear opening shall not be permitted adjacent to a Method CS-G panel.
d. Method CS-SFB does not apply in Seismic Design Categories D_0, D_1 and D_2.
e. Method applies to detached one- and two-family dwellings in Seismic Design Categories D_0 through D_2 only.
f. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D_0, D_1, or D_2. Methods LIB, DWB, SFB, PBS, HPS, and PFG are not permitted in SDC D_0, D_1, or D_2.
g. Use of staples in braced wall panels shall be prohibited in SDC D_0, D_1, or D_2.

SECTION 43. Table R602.10.5 is hereby amended to read as follows:

TABLE R602.10.5

MINIMUM LENGTH OF BRACED WALL PANELS

TABLE R602.10.5
MINIMUM LENGTH OF BRACED WALL PANELS

METHOD (See Table R602.10.4)		MINIMUM LENGTH[a] (Inches) Wall Height					CONTRIBUTING LENGTH (Inches)
		8 feet	9 feet	10 feet	11 feet	12 feet	
DWB, WSP, SFB, PBS, PCP, HPS, BV-WSP		48	48	48	53	58	Actual[b]
GB		48	48	48	53	58	Double sided = Actual Single sided = 0.5 × Actual
LIB		55	62	69	NP	NP	Actual[b]
ABW	SDC A, B and C, ultimate design wind speed < 140 mph	28	32	34	38	42	48
	SDC D_0, D_1 and D_2, ultimate design wind speed < 140 mph	32	32	34	NP	NP	
CS-G		24	27	30	33	36	Actual[b]
CS-WSP, CS-SFB	Adjacent clear opening height (inches)						
	≤ 64	24	27	30	33	36	Actual[b]
	68	26	27	30	33	36	
	72	27	27	30	33	36	
	76	30	29	30	33	36	
	80	32	30	30	33	36	
	84	35	32	32	33	36	
	88	38	35	33	33	36	
	92	43	37	35	35	36	
	96	48	41	38	36	36	
	100	—	44	40	38	38	
	104	—	49	43	40	39	
	108	—	54	46	43	41	
	112	—	—	50	45	43	
	116	—	—	55	48	45	
	120	—	—	60	52	48	
	124	—	—	—	56	51	
	128	—	—	—	61	54	
	132	—	—	—	66	58	
	136	—	—	—	—	62	
	140	—	—	—	—	66	
	144	—	—	—	—	72	
METHOD (See Table R602.10.4)		Portal header height					
		8 feet	9 feet	10 feet	11 feet	12 feet	
PFH	Supporting roof only	~~16~~ 24	~~16~~ 24	~~16~~ 24	Note c	Note c	48
	Supporting one story and roof	24	24	24	Note c	Note c	
PFG		24	27	30	Note d	Note d	1.5 × Actual[b]
CS-PF	SDC A, B and C	16	18	20	Note e	Note e	1.5 × Actual[b]
	SDC D_0, D_1 and D_2	~~16~~ 24	~~18~~ 24	~~20~~ 24	Note e	Note e	Actual[b]

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.
NP = Not Permitted.

SECTION 44. Figure R602.10.6.1 is amended to read as follows:

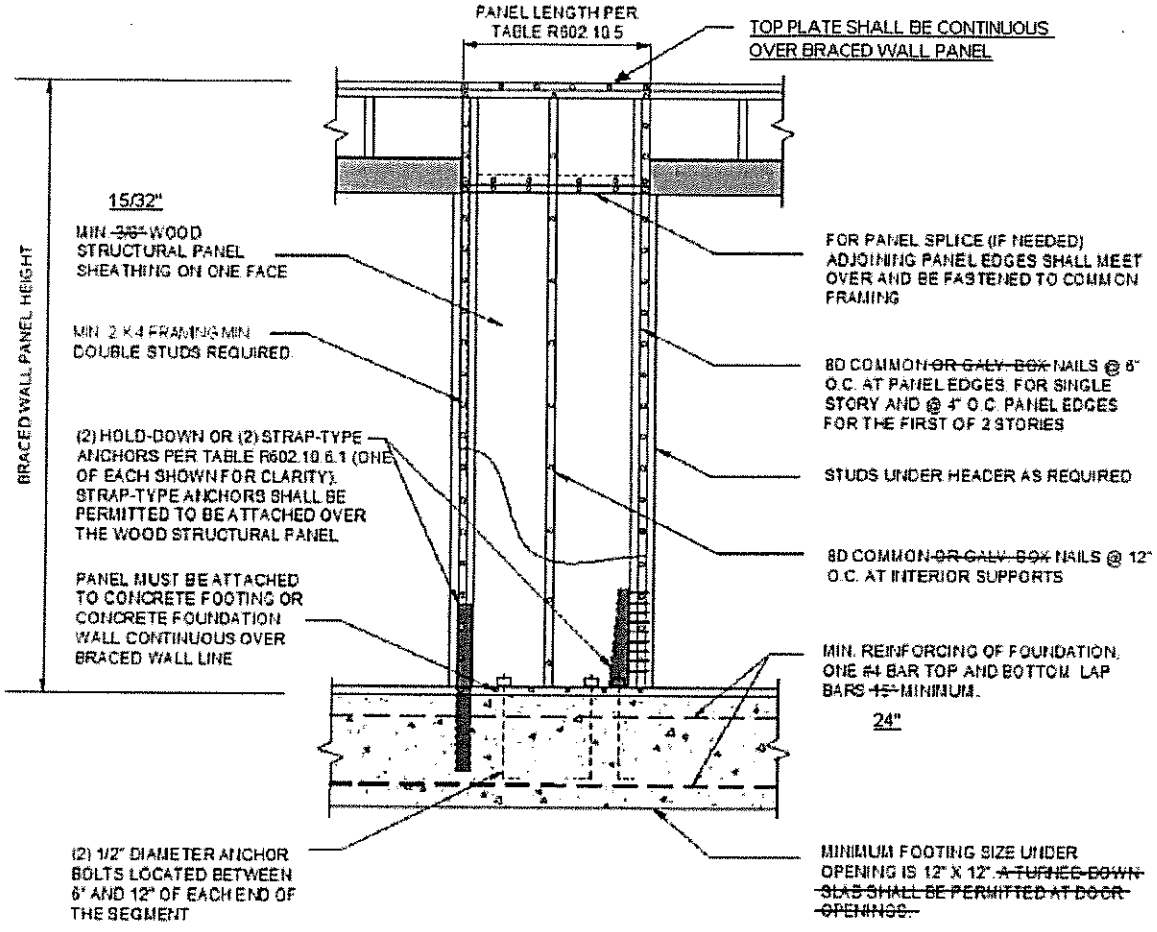
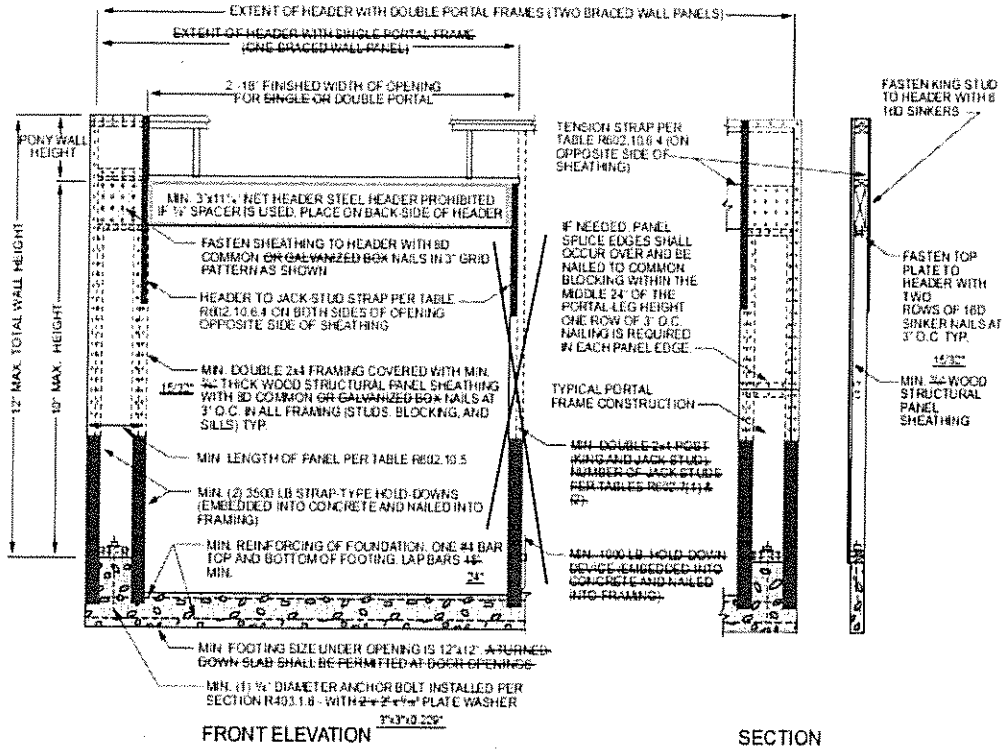


FIGURE R602.10.6.1
METHOD ABW—ALTERNATE BRACED WALL PANEL

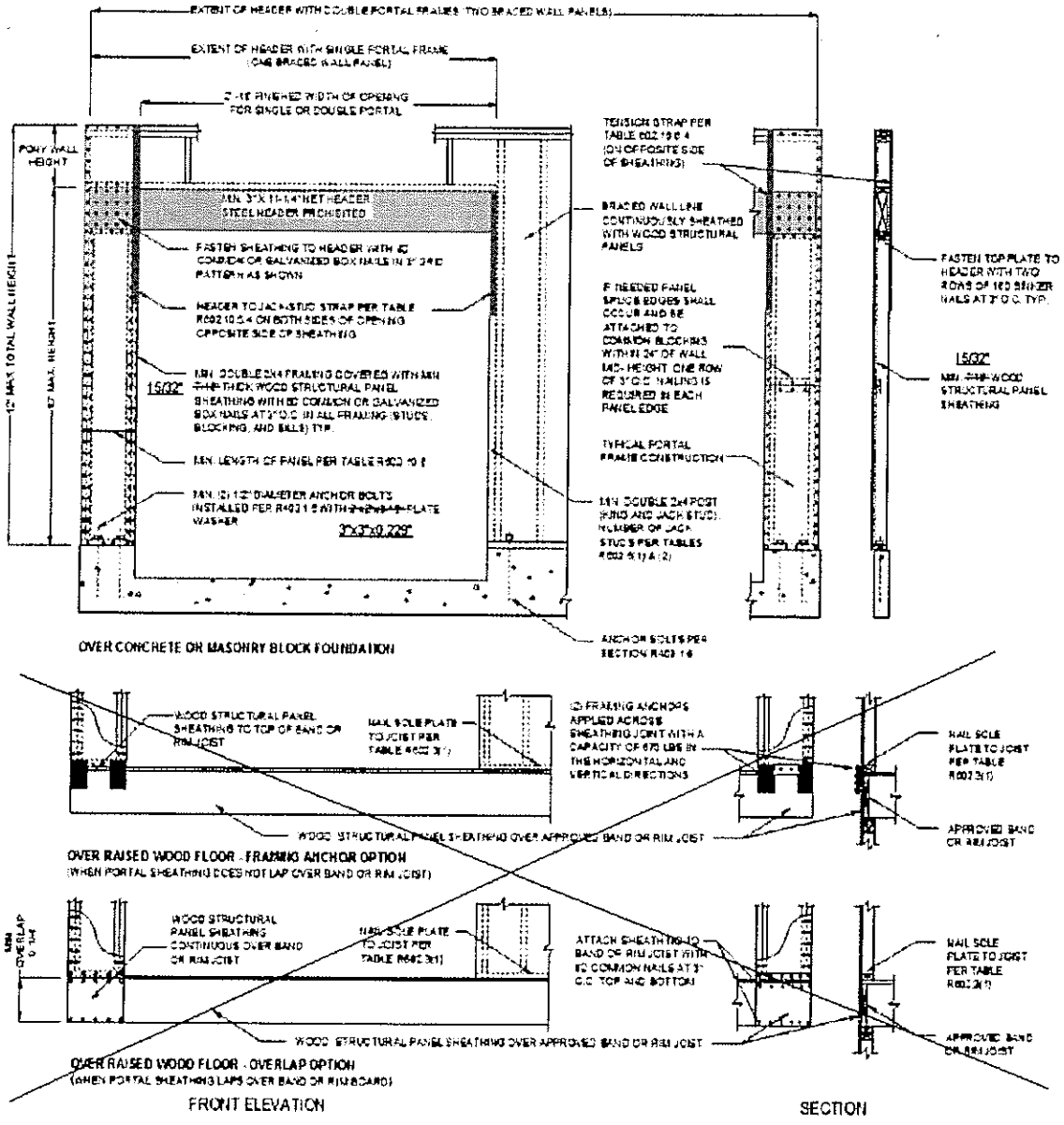
SECTION 45. Figure R602.10.6.2 is hereby amended to read as follows:



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.2
METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS
AT DETACHED GARAGE DOOR OPENINGS

SECTION 46. Figure R602.10.6.4 is hereby amended to read as follows:



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.4
METHOD CS-PF-CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

SECTION 47. Section R606.4.4 is hereby amended to read as follows:

R606.4.4 Parapet walls.

Unreinforced solid masonry parapet walls shall not be less than 8 inches (203 mm) thick and their height shall not exceed four times their thickness. Unreinforced hollow unit masonry parapet walls shall be not less than 8 inches (203 mm) thick, and their height shall not exceed three times their thickness. Masonry parapet walls in areas subject to wind loads of 30 pounds per square foot (1.44 kPa), or located in Seismic Design Category D_0, D_1, or D_2, or on townhouses in Seismic Design Category C shall be reinforced in accordance with Section R606.12.

SECTION 48. Section R606.12.2.2.3 is hereby amended to read as follows:

R606.12.2.2.3 Reinforcement requirements for masonry elements.

Masonry elements listed in Section R606.12.2.2.2 shall be reinforced in either the horizontal or vertical direction as shown in Figure ~~R606.11(2)~~R606.11(3) and in accordance with the following:

1. Horizontal reinforcement. Horizontal joint reinforcement shall consist of ~~not less than two longitudinal W1.7 wires spaced not more than 16 inches (406 mm) for walls greater than 4 inches (102 mm) in width and not less than one longitudinal W1.7 wire spaced not more than 16 inches (406 mm) for walls not exceeding 4 inches (102 mm) in width; or~~ not less than one No. 4 bar spaced not more than 48 inches (1219 mm). ~~Where two longitudinal wires of joint reinforcement are used, the space between these wires shall be the widest that the mortar joint will accommodate.~~

Horizontal reinforcement shall be provided within 16 inches (406 mm) of the top and bottom of these masonry elements.

2. Vertical reinforcement. Vertical reinforcement shall consist of not less than one No. 4 bar spaced not more than 48 inches (1219 mm). Vertical reinforcement shall be located within ~~16~~8 inches (~~406~~203 mm) of the ends of masonry walls.

SECTION 49. Section R803.2.4 is hereby added to read as follows:

R803.2.4 Openings in horizontal diaphragms.

Openings in horizontal diaphragms shall conform with Section R503.2.4.

SECTION 50. Section R905.3.1 is hereby amended to read as follows:

R905.3.1 Deck Requirements.

Concrete and clay tile shall be installed only over solid sheathing ~~or spaced structural sheathing boards~~.

SECTION 51. Section R1001.3.1 is hereby amended to read as follows:

R1001.3.1 Vertical reinforcing.

For chimneys up to 40 inches (1016 mm) wide, four No. 4 continuous vertical bars adequately anchored into the concrete foundation shall be placed between wythes of solid masonry or within the cells of hollow unit masonry and grouted in accordance with Section R606. Grout shall be prevented from bonding with the flue liner so that the flue liner is free to move with thermal expansion. For chimneys more than 40 inches (1016 mm) wide, two additional No. 4 vertical bars adequately anchored into the concrete foundation shall be provided for each additional flue incorporated into the chimney or for each additional 40 inches (1016 mm) in width or fraction thereof.

SECTION 52. Section AS106.1 is hereby amended to read as follows:

AS106.1 General. In other than Seismic Design Category D_0, D_1, D_2, E, or F, p~~P~~lastered strawbale walls shall be permitted to be used as structural walls in accordance with the prescriptive provisions of this section.

SECTION 53. Section AX101.1 is hereby amended to read as follows:

AX101.1 Scope.

This appendix ~~shall be applicable~~applies to emergency housing and emergency housing facilities, as defined in Section AX102, when and to the extent that the County of Los Angeles Board of Supervisors ("Board") finds, by motion, resolution, or otherwise, that this appendix applies to a specific state of emergency, local emergency, or declaration of shelter crisis. Notwithstanding a Board finding that this appendix applies to a state of emergency, local emergency, or declaration of shelter crisis, the enforcing agency may opt out from the applicability of this appendix, in whole or in part, for emergency housing and/or emergency housing facilities that are located on property owned, operated, leased, or maintained by the County of Los Angeles, and the enforcing agency may specify alternative minimum site-specific standards relating thereto, consistent with ensuring minimal public health and safety.

SECTION 54. Section AX102.1 is hereby amended to read as follows:

AX102.1 General.

. . .

ENFORCING AGENCY. The Building Official as defined in Section 104.3 of this Code.

. . .

SECTION 55. Section AX103.1 is hereby amended to read as follows:

AX103.1 General.

Emergency sleeping cabins, emergency transportable housing units, membrane structures and tents constructed and/or assembled in accordance with this appendix, shall be occupied only during the duration of the declaration of state of emergency, local emergency, or shelter crisis.

. . .

SECTION 56. Section AX103.4 is hereby amended to read as follows:

AX103.4 Fire and life safety requirements not addressed in this appendix.

If not otherwise addressed in this appendix, fire and life safety measures, including, but not limited to, means of egress, fire separation, fire sprinklers, smoke alarms, and carbon monoxide alarms, shall be determined and enforced by the enforcing agency in consultation with the Departments of Public Health, Fire and other pertinent County departments, as applicable.

SECTION 57. Section AX106.1 is hereby amended to read as follows:

AX106.1 General.

. . .

Tents and membrane structures shall be provided with means of ventilation (natural and/or mechanical) allowing for adequate air replacement, as determined by the enforcing agency.

SECTION 58. Section AX107.1 is hereby amended to read as follows:

AX107.1 General.

Emergency housing shall comply with the ~~applicable~~ requirements in Chapter 11B and/or the US Access Board Final Guidelines for Emergency Transportable Housing as determined by the enforcing agency.

. . .

SECTION 59. Section AX110.1.1 is hereby added to read as follows:

AX110.1.1 Backflow prevention.

Backflow prevention devices shall be provided in accordance with Section 602.3 of the Plumbing Code.

SECTION 60. Section AX110.1.2 is hereby added to read as follows:

AX110.1.2 Drinking fountains.

An adequate number of drinking fountains, bottle fillers or drinking facilities shall be provided as determined by the enforcing agency.

SECTION 61. Section AX110.3 is hereby amended to read as follows:

AX110.3 Toilet and bathing facilities.

. . .

The maximum travel distance from any sleeping and/or living area to the toilet facility shall not exceed 300 feet (91.4 m) or as determined by the enforcing agency.

SECTION 62. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Residential Code. Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Building Standards Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance, that are not administrative in nature, are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles, as more particularly described in the table set forth below.

Code Section	Condition	Explanation of Amendment
R301.1.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of woodframe construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D_0, D_1, D_2, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive

Code Section	Condition	Explanation of Amendment
		damage or injuries in woodframe buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.
R301.1.4	Geological Topographical	Due to the local topographical and geological conditions of the sites within the greater Los Angeles region and their susceptibility to earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A joint Structural Engineers Association of Southern California (SEAOSC) and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge Earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by the City and County of Los Angeles for several years.
R301.2.2.6	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the type of irregular conditions as specified in the 2019 California Residential Code. Such limitations are recommended to reduce structural damage in the event of an earthquake. The County of Los Angeles and cities in this region have implemented these extra measures to maintain the structural integrity of the framing of the shear walls and all associated elements when designed for high levels of seismic loads.
R301.2.2.11	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activity in the Southern California area and the necessary higher level of performance required for buildings and

Code Section	Condition	Explanation of Amendment
		structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
Table R302.1(2)	Climatic	This amendment will not allow unprotected openings (openings that do not resist the spread of fire) to be in the exterior wall of a residential building that is located on a property line. This amendment is necessary due to local climatic conditions. The hot, dry weather conditions of late summer in combination with the Santa Ana winds creates an extreme fire danger. Residential buildings with unprotected openings located on a property line may permit fires to spread from the inside of the building to adjacent properties and likewise from exterior properties to the interior of the building.
R337.1.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.3	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.

R337.1.3.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.6	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or repairs to buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.3.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.3.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.4.4	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R401.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Wood foundations, even those that are preservative-treated, encounter a higher risk of deterioration when contacting the adjacent ground. The required seismic anchorage and transfer of lateral forces into the foundation system necessary for 2-story structures and foundation walls could become compromised at varying states of wood decay. In addition, global structure overturning moment and sliding resistance is reduced when utilizing wood foundations as opposed to

		conventional concrete or masonry systems. However, non-occupied, single-story storage structures pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.
R403.1.2 R403.1.3.6 R403.1.5 Figure R403.1.5	Climatic Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. These amendments require minimum reinforcement in continuous footings and stepped footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. These amendments implement the recommendations of SEAOSC and the Los Angeles City Joint Task Force resulting from their investigation of the 1994 Northridge Earthquake. Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls to be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.
R404.2	Climatic Geological	No substantiating data has been provided to show that wood foundations are effective in supporting structures and buildings during a seismic event while being subject to deterioration caused by the presence of water and other materials detrimental to wood foundations in the soil. Wood foundations, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. With the higher seismic demand placed on buildings and structures in this region, coupled with the dryer weather conditions, it is the intent of this amendment to reduce or eliminate potential problems resulting from the use of wood footings and foundations.

R501.1	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
R503.2.4 Figure R503.2.4	Geological	Section R502.10 of the Code does not provide any prescriptive criteria to limit the maximum floor opening size, nor does Section R503 provide any details to address the issue of shear transfer near larger floor openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger floor openings and limiting opening size is consistent with the requirements of Section R301.2.2.2.5.
Table R602.3(1) Table R602.3(2)	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. In September 2007, limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels demonstrated lower strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners for shear walls sheathed with other materials shall not be permitted without being substantiated by cyclic testing.

R602.3.2 Table R602.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads by eliminating single top plate construction. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
R602.10.2.3	Geological	The greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited, to the 1994 Northridge Earthquake. Plywood shear walls with high aspect ratio experienced many failures during the Northridge Earthquake. This proposed amendment specifies a minimum braced wall length to meet an aspect ratio consistent with other sections of the California Residential Code, and to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Residential Code. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands and reduce and limit potential damage to property. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force that investigated the poor performance observed during the 1994 Northridge Earthquake.
Table R602.10.3(3)	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance of buildings and structures, this local amendment reduces or eliminates the allowable shear values for shear walls sheathed with lath, plaster or gypsum board. The poor performance of such shear walls sheathed with other materials in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural

		integrity of the framing of the shear walls when designed for high levels of seismic loads.
Table R602.10.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. This amendment specifies minimum WSP sheathing thickness and nail size and spacing, so as to provide a uniform standard of construction to improve the performance level of buildings and structures, given the potential for higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force following the 1994 Northridge Earthquake. In September 2007, cyclic testing data was provided to the Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels underperformed nailed wood structural shear panels. Test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results.
Table R602.10.5	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The poor performance of such shear walls sheathed in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity with respect to the "maximum shear wall aspect ratios" of the framing of the shear walls when designed for high levels of seismic loads. This amendment is consistent with the shear wall aspect ratio provision of Section 4.3.4 of AWC SDPWS-2015.
Figure R602.10.6.1	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. Box nails were observed to cause massive and multiple failures of the typical 3/8" thick 3 ply-plywood during the Northridge Earthquake. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the

		shear walls when designed for high levels of seismic loads. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
Figure R602.10.6.2	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. Box nails were observed to cause massive and multiple failures of typical 3/8-inch thick plywood during the Northridge Earthquake. This change to the minimum lap splice requirement is consistent with Section 12.16.1 of ACI 318-11. This amendment is a continuation of amendments adopted during prior Code adoption cycles.
Figure R602.10.6.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The proposal in which "washers shall be a minimum of 0.229 inch by 3 inches by 3 inches in size" is consistent with Section R602.11.1 of the California Residential Code and Section 2308.3.2 of the California Building Code. This amendment is a continuation of amendments adopted during prior Code adoption cycle.
R606.4.4	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The addition of the word "or" will prevent the use of unreinforced parapets in Seismic Design Category D_0, D_1 or D_2, or on townhouses in Seismic Design Category C.

R606.12.2.2.3	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Reinforcement using longitudinal wires for buildings and structures located in high seismic areas is not as ductile as deformed rebar. Having vertical reinforcement closer to the ends of masonry walls help to improve the seismic performance of masonry buildings and structures.
R803.2.4	Geological	Section R802 of the Code does not provide any prescriptive criteria to limit the maximum size of roof openings, nor does Section R803 provide any details to address the issue of shear transfer near larger roof openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger roof openings and limiting the size of openings is consistent with the requirements of Section R301.2.2.2.5.
R905.3.1	Geological	Due to the increased risk of significant earthquakes in Los Angeles County, this amendment requires concrete and clay tiles to be installed over solid structural sheathing boards only. The changes in Section R905.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. SEAOSC and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately, or the nails were not attached on each side of each tile, or the nail just pulled out over a period of time because the shank of the nails were smooth. This amendment is needed to minimize such occurrences in the event of future significant earthquakes.

R1001.3.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The performance of fireplaces/chimneys without anchorage to the foundation has been observed to be inadequate during major earthquakes. The lack of anchorage to the foundation results in overturn or displacement.
AS106.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the use of strawbale walls for structural purposes for buildings or structures located in Seismic Design Category D_0, D_1, D_2, E or F. There is limited testing results available on the structural application of strawbale walls, particularly for seismic resistance. Since these provisions are specific to one- and two-family residential buildings, it is of the utmost importance that homes be resilient in the event of an earthquake and built using proven construction methods and materials. The remaining provisions allowing for the use of strawbale walls for nonstructural applications will still be permitted.

SECTION 63. This ordinance shall become operative on January 1, 2020.

[TITLE30BUILDINGCODE2019CSCC]

ANALYSIS

This ordinance repeals those provisions of Title 31 – Green Building Standards Code – of the Los Angeles County Code, that incorporated by reference portions of the 2016 Edition of the California Green Building Standards Code, and the ordinance replaces them with provisions incorporating by reference portions of the 2019 California Green Building Standards Code, published by the California Building Standards Commission, with certain changes and modifications.

State law requires that the County adopt ordinances that contain the same requirements as are contained in the building standards published in the most recent edition of the California Green Building Standards Code. State law allows the County to change or modify these requirements only if it determines that such changes or modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Green Building Standards Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions. This ordinance also makes certain modifications to the administrative portions of Title 31, and incorporates by reference certain administrative provisions contained in Title 26 – Building Code.

MARY C. WICKHAM
County Counsel

By
CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:lm

Requested: 07/26/19
Revised: 10/31/19

ORDINANCE NO. _____

An ordinance amending Title 31 – Green Building Standards Code – of the Los Angeles County Code, by adopting and incorporating by reference the 2019 California Green Building Standards Code, with certain changes and modifications, and making other revisions thereto.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapters 2 through 8, and Appendix A4 and Appendix A5, which incorporate by reference and modify portions of the 2016 California Green Building Standards Code, are hereby repealed.

SECTION 2. Section 100 is hereby amended to read as follows:

100 ADOPTION BY REFERENCE

Except as hereinafter changed or modified, Sections 102 through 119 of Chapter 1 of Title 26 of the Los Angeles County Code are adopted and incorporated by reference into this Title 31 as if fully set forth below, and shall be known as Sections 102 through 119 of Chapter 1 of Title 31 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 8, and Appendix A4 and Appendix A5, of that certain code known and designated as the ~~2016~~2019 California Green Building Standards Code, as published by the California Building Standards Commission, are adopted and incorporated by reference into this Title 31, as if fully set forth below, and shall be known as Chapters 2 through 8, and Appendix A4 and Appendix A5, of Title 31 of the Los Angeles County Code.

A copy of the ~~2016~~2019 California Green Building Standards Code shall be at all times maintained by the Building Official for use and examination by the public.

SECTION 3. Section 202 is hereby amended to read, in alphabetical order as follows:

202 DEFINITIONS

. . .

COOL ROOF. A roofing material that reduces heat gain through the roof and has either high thermal emittance and high solar reflectance, or low thermal emittance and exceptionally high solar reflectance, as specified in Title 24, Part 6, of the California Energy Code.

COOL ROOF RATING COUNCIL or CRRC. The entity recognized by the California Energy Commission to rate and certify the reflectance and emittance values of roofing products.

DEVELOPMENT. Any activity requiring discretionary or non-discretionary land use or construction approval from the County that results in the creation, addition, modification or replacement of impervious surface area, which is not part of routine maintenance activity. Development includes, but is not limited to, land subdivisions; the construction, installation, addition, or replacement of a building or structure; expansion of a building footprint; and land-disturbing activities related to structural or impervious surfaces. Development shall not include routine maintenance of original lines and grades and/or hydraulic capacity.

. . .

SECTION 4. Section 301 is hereby amended to read as follows:

301 GENERAL

301.1 Scope.

Buildings and structures shall be designed to include the green building measures indicated in Sections 301.1.1, 301.2, and 301.3~~specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required unless adopted by a city, county or city and county as specified in Section 101.7~~.

301.1.1 ~~Additions and alterations~~Residential construction.

[HCD]

The mandatory provisions of Chapter 4 shall be applied to newly constructed low-rise and high-rise residential buildings and structures six stories or less and additions to or alterations of existing residential buildings~~ where the addition or alteration increases the building's conditioned area, volume or size~~. The requirements shall apply only to and/or within the specified area of the addition or alteration.

Newly constructed high-rise residential buildings of seven stories or greater shall comply with Section 301.3.

. . .

301.3 Nonresidential ~~additions and alterations~~construction.

[BSC - CG]

. . .

301.3.3 Nonresidential buildings greater than or equal to 25,000 square feet.

In addition to the requirements of Section 301.3, any newly constructed nonresidential building greater than or equal to 25,000 square feet shall comply with all requirements of Section A5.601.2.4 Tier 1. Roofing materials shall comply with Tier 2 requirements of Table A5.106.11.2.3 [BSC].

Exceptions:

1. Compliance with Section A5.601.2.3 shall be voluntary.

2. High-rise residential buildings of seven stories or greater shall comply with Table A4.106.5.1(4) in lieu of Table A5.106.11.2.3.

SECTION 5. Section 4.106.4.1 is hereby amended to read as follows:

4.106.4.1 New one- and two-family dwellings and townhouses with attached private garages.

For each dwelling unit, install a listed raceway ~~to accommodate~~and a dedicated 208/240-volt branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed ~~cabinet, box, or other enclosure~~attachment plug in close proximity to the proposed location of an EV charger. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide ~~capacity to install~~ a 40-ampere minimum dedicated branch circuit and ~~space(s) reserved to permit installation of~~ a branch circuit overcurrent protective device.

4.106.4.1.1 Identification.

The service panel or subpanel circuit directory shall identify the overcurrent protective device ~~space(s) reserved~~ for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

4.106.4.2 New multifamily dwellings.

If residential parking is available, thirty-five (35) percent of the total parking spaces on a building site shall be EV spaces and EVCS, as follows: ~~ten (10)~~ twenty-five (25) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be ~~electric vehicle charging spaces (~~EV spaces~~)~~ capable of supporting future EVSE and ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be EVCS. Calculations for the required number of EV spaces and EVCS shall be rounded up to the nearest whole number.

Exceptions:

EVCS shall not be required, and the number of required EV spaces capable of supporting future EVSE is permitted to be calculated as ten (10) percent of the number of parking spaces, for the following uses:

1. Affordable housing.
2. Multifamily dwellings containing less than 17 units.

. . .

4.106.4.3 New hotels and motels.

All newly constructed hotels and motels shall provide EV spaces capable of supporting future installation of EVSE and EVCS. The construction documents shall identify the location of the EV spaces and EVCS.

Notes:

1. Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.
2. There is no requirement for EV spaces to be constructed or available until EV chargers are installed for use.

4.106.4.3.1 Number of required EV spaces and EVCS.

The number of required EV spaces and EVCS shall be based on the total number of parking spaces provided for all type of parking facilities in accordance with Table 4.106.4.3.1. Calculation for the required number of EV spaces and EVCS shall be rounded up to the nearest whole number. Required EVSE/EVCS shall be Level 2 or Level 3 (DC Fast Charge).

TABLE 4.106.4.3.1

TOTAL NUMBER OF PARKING SPACES	NUMBER OF REQUIRED EV SPACES	NUMBER OF REQUIRED EVCS
0-9	0	0
10-25	~~1~~3	1
26-50	~~2~~7	2
51-75	~~4~~13	3
76-100	~~5~~19	4
101-150	~~7~~26	6
151-200	~~10~~38	8
201 and over	~~6~~25 percent of total	5 percent of total

SECTION 6. Section 4.106.5 is hereby added to read as follows:

4.106.5 Low-impact development (LID).

New development or alterations to existing developed sites shall comply with Chapter 12.84 of Title 12 of the Los Angeles County Code.

SECTION 7. Section 4.106.6 is hereby added to read as follows:

4.106.6 Cool roof for reduction of heat island effect.

Roofing materials shall comply with the solar reflectance and thermal emittance requirements of this Section.

Exceptions:

1. Roof repair.

2. Roof replacement when the roof area being replaced is equal to or less than fifty (50) percent of the total roof area.

3. Installation of building-integrated photovoltaics.

4. Installation of a steep-sloped roof (roof slope > 2:12) in climate zone 16 on other than a low-rise multifamily building.

5. Additions resulting in less than 500 square feet of added roof area or less than fifty (50) percent of the total roof area, whichever is greater.

6. Roof construction that has a thermal mass over the roof membrane, including areas of vegetated (green) roofs, weighing at least 25 pounds per square foot.

4.106.6.1 Solar reflectance.

Roofing materials shall have a minimum 3-year aged solar reflectance equal to or greater than the values specified in Table 4.106.6(1) and Table 4.106.6(2).

Solar reflectance values shall be based on the aged reflectance value of the roofing product or the equation in Section A4.106.5.1, if the CRRC testing for aged solar reflectance is not available.

4.106.6.2 Thermal emittance.

Roofing materials shall have a CRRC initial or aged thermal emittance equal to or greater than the values specified in Table 4.106.6(1) and Table 4.106.6(2).

4.106.6.3 Solar reflectance index alternative.

Roofing materials having a Solar Reflectance Index (SRI) equal to or greater than the values specified in Table 4.106.6(1) and Table 4.106.6(2) may be used as an alternative to compliance with the 3-year aged solar reflectance and thermal emittance values.

SRI values used to comply with this Section shall be calculated using the SRI Calculation Worksheet (SRI-WS) developed by the California Energy Commission or in compliance with ASTM E1980-01, as specified in the current California Energy Code. Solar reflectance values used in the SRI-WS shall be based on the aged reflectance value of the roofing product or the equation in Section A4.106.5.1, if the CRRC-certified aged solar reflectance is not available. Certified thermal emittance used in the SRI-WS may be either the initial value or the aged value listed by the CRRC.

SECTION 8. Tables 4.106.6(1) and 4.106.(2) are hereby added to read as follows:

TABLE 4.106.6(1) – LOW-RISE RESIDENTIAL

ROOF SLOPE	MINIMUM 3-YEAR AGED SOLAR REFLECTANCE	THERMAL EMITTANCE	SRI
≤2:12	0.65	0.85	78
>2:12	0.25	0.85	20

TABLE 4.106.6(2) – HIGH RISE RESIDENTIAL BUILDINGS, HOTELS AND MOTELS

ROOF SLOPE	MINIMUM 3-YEAR AGED SOLAR REFLECTANCE	THERMAL EMITTANCE	SRI
≤2:12	0.65	0.75	78
>2:12	0.25	0.75	20

. . .

SECTION 9. Section 4.408 is hereby amended to read as follows:

4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING

4.408.1 Construction waste management.

Newly-constructed projects and additions and alterations to existing buildings shall ~~R~~recycle and/or salvage for reuse a minimum of sixty-five (65) percent of the non-hazardous construction and demolition ~~waste~~debris in accordance with either Section 4.408.2, 4.408.3, or 4.408.4, or meet a ~~more stringent~~ local construction and demolition waste management ordinance, whichever is more stringent. Calculate the amount of materials diverted by weight or by volume, but not by both.

. . .

SECTION 10. Section 5.106.3 is hereby added to read as follows:

5.106.3 Low-impact development (LID).

New development or alterations to existing developed sites shall comply with Chapter 12.84 of Title 12 of the Los Angeles County Code.

SECTION 11. Section 5.106.5.3.3 is hereby amended to read as follows:

5.106.5.3.3 EV charging space and charging station calculation [N].

Table 5.106.5.3.3 shall be used to determine ~~if single or multiple charging space requirements apply for~~the number of required EV charging spaces capable of supporting future installation of EVSE and EVCS. Calculations for the required number of EV charging spaces and EVCS shall be rounded up to the nearest whole number. Required EVSE/EVCS shall be Level 2 or Level 3 (DC Fast Charge).

. . .

SECTION 12. Table 5.106.5.3.3 is hereby amended to read as follows:

TABLE 5.106.5.3.3

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV SPACES	NUMBER OF REQUIRED EVCS
0-9	0	0
10-25	~~1~~3	1
26-50	~~2~~7	2
51-75	~~4~~13	3
76-100	~~5~~19	4
101-150	~~7~~26	6
151-200	~~10~~38	8
201 and over	~~6~~25 percent of total	5 percent of total

SECTION 13. Section 5.106.11 is hereby added to read as follows:

5.106.11 Cool roof for reduction of heat island effect.

Roofing materials shall comply with the solar reflectance and thermal emittance requirements of this Section.

Exceptions:

1. Roof repair.

2. Roof replacement when the roof area being replaced is equal to or less than fifty (50) percent of the total roof area.

3. Installation of building-integrated photovoltaics.

4. Additions resulting in less than 500 square feet of added roof area or less than fifty (50) percent of the total roof area, whichever is greater.

5. Roof construction that has a thermal mass over the roof membrane, including areas of vegetated (green) roofs, weighing at least 25 pounds per square foot.

5.106.11.1 Solar reflectance.

Roofing materials shall have a minimum 3-year aged solar reflectance equal to or greater than values specified in Table 5.106.11.

Solar reflectance values shall be based on the aged reflectance value of the roofing product or the equation in Section A5.106.11.2.1, if the CRRC testing for aged solar reflectance is not available.

5.106.11.2 Thermal emittance.

Roofing material shall have a CRRC initial or aged thermal emittance equal to or greater than the values specified in Table 5.106.11.

5.106.11.3. Solar reflectance index alternative.

Roofing material having an SRI equal to or greater than the values specified in Table 5.106.11 may be used as an alternative to compliance with the 3-year aged solar reflectance and thermal emittance values.

SRI values used to comply with this Section shall be calculated using the SRI Calculation Worksheet ("SRI-WS") developed by the California Energy Commission or in compliance with ASTM E1980-01, as specified in the current California Energy Code. Solar reflectance values used in the SRI-WS shall be based on the aged reflectance value of the roofing product or the equation in Section A5.106.11.2.1, if the CRRC-certified aged solar reflectance is not available. Certified thermal emittance used in the SRI-WS may be either the initial value or the aged value listed by the CRRC.

SECTION 14. Section 5.106.11 is hereby added to read as follows:

TABLE 5.106.11

ROOF SLOPE	MINIMUM 3-YEAR AGED SOLAR REFLECTANCE	THERMAL EMITTANCE	SRI
≤2:12	0.68	0.85	82
>2:12	0.28	0.85	27

SECTION 15. Section 5.408 is hereby amended to read as follows:

5.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING

5.408.1 Construction waste management.

Newly-constructed projects and additions and alterations to existing buildings shall ~~R~~recycle and/or salvage for reuse a minimum of sixty-five (65) percent of the non-hazardous construction and demolition ~~waste~~debris in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3; or meet a local construction and demolition waste management ordinance, whichever is more stringent. Calculate the amount of materials diverted by weight or volume, but not by both.

. . .

SECTION 16. Appendix A4 is hereby amended to read as follows:

APPENDIX A4

RESIDENTIAL VOLUNTARY MEASURES

~~Some of t~~The measures contained in this appendix are not mandatory ~~unless adopted by a city, county or city and county as specified in Section 101.7 and provide additional measures that~~except to the extent indicated elsewhere in this Code. ~~d~~Designers, builders, and property owners ~~may wish~~are encouraged to consider all of these measures during the planning, design, and construction process.

SECTION 17. Section A4.108.1 is hereby amended to read as follows:

A4.108.1 Innovative concepts and local environmental conditions.

The provisions of this ~~c~~Code are not intended to prevent the use of any alternate material, appliance, installation, device, arrangement, method, design, or method of construction not specifically prescribed by this ~~c~~Code. ~~This code does not limit the~~

~~authority of city, county, or city and county government to make necessary changes to the provisions contained in this code pursuant to Section 101.7.1.~~

SECTION 18. Section A4.306.1 is hereby amended to read as follows:

A4.306.1 Innovative concepts and local environmental conditions.

The provisions of this ~~c~~Code are not intended to prevent the use of any alternate material, appliance, installation, device, arrangement, method, design, or method of construction not specifically prescribed by this ~~c~~Code.~~ This code does not limit the authority of city, county, or city and county government to make necessary changes to the provisions contained in this code pursuant to Section 101.7.1.~~

SECTION 19. Section A4.411.1 is hereby amended to read as follows:

A4.411.1 Innovative concepts and local environmental conditions.

The provisions of this ~~c~~Code are not intended to prevent the use of any alternate material, appliance, installation, device, arrangement, method, design, or method of construction not specifically prescribed by this ~~c~~Code.~~ This code does not limit the authority of city, county, or city and county government to make necessary changes to the provisions contained in this code pursuant to Section 101.7.1.~~

SECTION 20. Section A4.509.1 is hereby amended to read as follows:

A4.509.1 Innovative concepts and local environmental conditions.

The provisions of this ~~c~~Code are not intended to prevent the use of any alternate material, appliance, installation, device, arrangement, method, design, or method of construction not specifically prescribed by this ~~c~~Code.~~ This code does not limit the~~

~~authority of city, county, or city and county government to make necessary changes to the provisions contained in this code pursuant to Section 101.7.1.~~

SECTION 21. Section A4.601.1 is hereby amended to read as follows:

A4.601.1 Scope.

The measures contained in this appendix are not mandatory ~~unless adopted by a city, county, or city and county as specified in Section 101.7~~except to the extent indicated elsewhere in this Code. The provisions of this ~~s~~Section outline means of achieving enhanced construction or reach levels by incorporating additional green building measures. In order to meet one of the tier levels designers, builders or property owners are required to incorporate additional green building measures necessary to meet the threshold of each level.

SECTION 22. Section A4.601.2 is hereby amended to read as follows:

A4.601.2 Prerequisite measures.

Tier 1 and Tier 2 thresholds require compliance with the mandatory provisions of this ~~c~~Code and incorporation of the required prerequisite measures listed in Section A4.601.4.2 for Tier 1 and A4.601.5.2 for Tier 2. ~~Prerequisite measures are also identified in the Residential Occupancies Application Checklist in Section A4.602.~~

~~As specified in Section 101.7, additional prerequisite measures may be included by the enforcing agency to address specific local environmental conditions and may be listed in the Innovative Concepts and Local Environmental Conditions portions of the checklist.~~

SECTION 23. Section A4.602 is hereby amended to read as follows:

RESIDENTIAL OCCUPANCIES APPLICATION CHECKLIST

. . .

[1]~~Green building measures listed in this table may be mandatory if adopted by a city, county, or city and county as specified in Section 101.7.~~Reserved.

. . .

SECTION 24. Section A4.701.1 is hereby amended to read as follows:

A4.701.1 General.

The voluntary measures of this ~~c~~Code are designed and promulgated to be adopted by reference and made mandatory by local ordinance~~ pursuant to Section 101.7~~. Jurisdictions wishing to adopt the voluntary provisions of this ~~c~~Code as an enforceable regulation governing structures and premises should ensure that certain factual information is included in the adopting ordinance and that the measures are appropriate and achievable and are considered to be suitable as mandatory by the city, county, or city and county. The following sample adoption ordinance addresses several key elements of a code adoption ordinance, including the information required for insertion into ~~the~~such code text.

. . .

SECTION 25. The Appendix A5 heading is hereby amended to read as follows:

APPENDIX A5

NON-RESIDENTIAL VOLUNTARY MEASURES

The measures contained in this appendix are not mandatory ~~unless adopted by a city, county, or city and county as specified in Section 101.7 and provide additional measures that~~except to the extent indicated elsewhere in this Code. ~~d~~Designers, builders and property owners ~~may wish~~are encouraged to consider all of these measures during the planning, design, and construction process.

SECTION 26. Section A5.601.1 is hereby amended to read as follows:

A5.601.1 Scope.

The measures contained in this appendix are not mandatory ~~unless adopted by local government as specified in Section 101.7~~except to the extent indicated elsewhere in this Code. The provisions of this ~~s~~Section outline means of achieving enhanced construction or reach levels by incorporating additional green building measures for newly constructed nonresidential buildings as well as additions and alterations. In order to meet one of the tier levels designers, builders or property owners are required to incorporate additional green building measures necessary to meet the threshold of each level. Refer to the provisions in Section 301.3 for non-residential ~~additions and alterations~~construction scope and application.

SECTION 27. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Green Building Standards Code. Some of these changes are administrative in nature in that they do

not constitute changes or modifications to requirements contained in the building standards published in the California Green Building Standards Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Green Building Standards Code contained in this ordinance that are not administrative in nature are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles, as set forth more particularly in the table below:

GREEN BUILDING STANDARDS CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
301.1, 301.1.1	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for all residential additions and alterations, and for residential buildings of seven stories or greater in height, will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.
301.3, 301.3.3	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy,

GREEN BUILDING STANDARDS CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
		water, and material usage, and improved environmental air quality.
4.106.4.1, 4.106.4.1.1, 4.106.4.2, 4.106.4.3, 4.106.4.3.1	Climatic	The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses and visitors.
4.106.5	Climatic and Topographic	The County of Los Angeles is a densely populated area having residential buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.
4.106.6, 4.106.6.1, 4.106.6.2, 4.106.6.3, Table 4.106.6(1) Table 4.106.6(2)	Climatic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for residential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.
5.106.3	Climatic and Topographic	The County of Los Angeles is a densely populated area having buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.

5.106.5.3.3	Climatic	The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses and visitors.
5.106.11, 5.106.11.1, 5.106.11.2, 5.106.11.3, Table 5.106.11	Climatic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for nonresidential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.
A5.601.1	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.

SECTION 28. This ordinance shall become operative on January 1, 2020.

[TITLE31BUILDINGCODE2019CSCC]

ANALYSIS

This ordinance repeals those provisions of Title 33 – Existing Building Code – of the Los Angeles County Code, that incorporated by reference portions of the 2016 California Existing Building Code, and replaces them with provisions incorporating by reference portions of the 2019 California Existing Building Code, published by the California Building Standards Commission, with certain changes and modifications. Unless deleted or modified herein, the previously-enacted provisions of Title 33 continue in effect.

State law requires that the County's Existing Building Code impose the same requirements as are contained in the building standards published in the most recent edition of the California Existing Building Code except for changes or modifications deemed reasonably necessary by the County because of local climatic, geological, or topographical conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Existing Building Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions. This ordinance also makes certain modifications to the administrative portions of Title 33, and incorporates by reference certain administrative provisions contained in Title 26 – Building Code – of the Los Angeles County Code.

MARY C. WICKHAM
County Counsel

By Carole Suzuki

CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:lm

Requested: 07/23/19
Revised: 10/01/19

HOA.102603147.1

ORDINANCE NO. _____

An ordinance amending Title 33 – Existing Building Code – of the Los Angeles County Code, by adopting and incorporating by reference the 2019 California Existing Building Code, with certain changes and modifications.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapters 2 through 4, 15 and 16, and Appendix A, Chapters A1, A3, A4, and A6, which incorporate by reference, and modify, portions of the 2016 California Existing Building Code, are hereby repealed.

SECTION 2. Chapter 1 is hereby amended to read as follows:

100 ADOPTION BY REFERENCE

Except as hereinafter changed or modified, Sections 102 through 119 of Chapter 1 of Title 26 of the Los Angeles County Code are adopted and incorporated by reference into this Title 33 as if fully set forth below, and shall be known as Sections 102 through 119 of Chapter 1 of Title 33 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 4, 15 and 16, and Appendix A, Chapters A1, A3, A4, and A~~6~~5 of that certain code known and designated as the ~~2016~~2019 California Existing Building Code, as published by the California Building Standards Commission, are adopted and incorporated by reference into this Title 33, as if fully set forth below, and shall be known as Chapters 2 through 4, 15 and 16, and Appendix A, Chapters A1, A3, A4, and A~~6~~5 of Title 33 of the Los Angeles County Code.

A copy of the 2019 California Existing Building Code shall be at all times maintained by the Building Official for use and examination by the public.

. . .

101.3 Scope. The provisions of this Code shall apply to the repair, alteration, change of occupancy and relocation of, and to the addition to, any existing building or structure within the unincorporated territory of the County of Los Angeles and to such work or use by the County of Los Angeles in any incorporated city.

Exception: Detached one- and two-family dwellings, lodging houses, live/work units, townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures which are not more than three stories above grade plane in height, may be designed and constructed in accordance with the Residential Code or the Building Code, but not both, unless the proposed structure(s) or element(s) exceed the design limitations established in the Residential Code, and the code user is specifically directed by the Residential Code to use the Building Code.

SECTION 3. Section 302.7 is hereby added to read as follows:

302.7 Parapets and appendages.

302.7.1 General compliance. Whenever the Building Official determines by inspection that, as a result of inadequate construction or bracing to resist horizontal forces, an existing parapet or appendage attached to and supported by an exterior wall of a building is likely to become a hazard to life or property in the event of earthquake disturbance, and such parapet or appendage is not an immediate hazard or

danger, as described in Section 102, the Building Official may provide the owner of the building or other person or agent in control of the building, where such parapet or other appendage exists, with a written notice specifying the hazards and the inadequacies of the construction or bracing. The owner of the building or other person or agent in control of the building shall, within 12 months from the date of such written notice, eliminate the hazard as set forth below. Any person receiving notice as set out in this Section may appeal, in the manner provided by Section 102.4, to the Building Board of Appeals.

302.7.2 Wall anchor. The parapet or appendage shall be removed and the remainder of the wall shall be anchored at the roof line, or it shall be reconstructed so that it will conform structurally as near as it is practicable to do so with the requirements of Chapter 16 of the Building Code, or it shall be otherwise braced and strengthened in a manner satisfactory to the Building Official, so that it will resist a reasonable degree of horizontal forces without becoming dislodged with danger of falling.

302.7.3 Inspection of existing condition. Where, in the opinion of the Building Official, it is necessary to open a portion of roof, wall, or ceiling of a building in order to determine the structural condition of any parapet or appendage, the Building Official may order the owner to make such opening, and the owner shall comply with said order at the owner's sole cost and expense.

SECTION 4. Section 302.8 is hereby added to read as follows:

302.8 Existing glass. Whenever the Building Official determines by inspection that an existing glass installation, in rooms having an occupant load of more than 100 persons or a means of egress serving an occupant load of more than 100 persons, as determined by Chapter 10 of the Building Code, is likely to become a hazard in the event of accidental human impact, as described in Section 2406.4 of the Building Code, and such installation does not comply with the provisions for glazing in such locations, the Building Official may provide the owner of the building or other person or agent in control of the building where such glazing exists with a written notice of such condition. The owner of the building or other person or agent in control of the building shall, within 90 days after receiving said notice, replace such glass or otherwise cause the installation to conform to the requirements of the Building Code.

SECTION 5. Section A401.2 is hereby amended to read as follows:

A401.2 Scope. The provisions of this ~~c~~Chapter ~~shall apply to all~~ may be used for voluntary seismic improvements to existing Occupancy Group R~~-1 and R-2~~ buildings of wood construction or portions thereof where the structure has a soft, weak, or open-front wall line, and there exists one or more stories above.

SECTION 6. Section A403.1 is hereby amended to read as follows:

[BS] A403.1 **General.** All modifications required by the provisions in this ~~c~~Chapter shall be designed in accordance with the ~~California~~ Building Code provisions for new construction, except as modified by this ~~c~~Chapter.

Exception: Buildings for which the prescriptive measures provided in Section A404 apply and are used.

No alteration of the existing lateral force-resisting system or vertical load-carrying system shall reduce the strength or stiffness of the existing structure, unless the altered structure would remain in conformance to the ~~b~~Building ~~c~~Code and this ~~c~~Chapter.

SECTION 7. Section A404.1 is hereby amended to read as follows:

[BS] A404.1 **Limitation.** These prescriptive measures shall apply only to two-story buildings and only when deemed appropriate by the ~~code~~Building ~~o~~Official. These prescriptive measures rely on rotation of the second floor diaphragm to distribute the seismic load between the side and rear walls of the ground floor open area. In the absence of an existing floor diaphragm of wood structural panel or diagonal sheathing, a new wood structural panel diaphragm of minimum thickness of ¾ inch (19.1 mm) and with 10d common nails at 6 inches (152 mm) on center shall be applied. A California licensed architect or engineer shall demonstrate compliance with the requirements of Section A404.1 and shall approve and stamp the construction documents.

. . .

SECTION 8. Section A405.1 is hereby amended to read as follows:

[BS] A405.1 New materials. New materials shall meet the requirements of the ~~California~~ Building Code, except where allowed by this ~~c~~Chapter.

SECTION 9. Section A407.1 is hereby amended to read as follows:

[BS] A407.1 Structural observation, testing and inspection.

Structural observation, in accordance with Section ~~1709~~1704.6 of the ~~California~~ Building Code, shall be required for all structures in which seismic retrofit is being performed in accordance with this ~~c~~Chapter. Structural observation shall include visual observation of work for conformance to the approved construction documents and confirmation of existing conditions assumed during design.

Structural testing and inspection for new construction materials shall be in accordance with the ~~b~~Building ~~c~~Code, except as modified by this ~~c~~Chapter.

SECTION 10. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Existing Building Code. Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Existing Building Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Existing Building Code contained in this ordinance that are not administrative in nature are reasonably necessary because of local climatic, geological, or

topographical conditions in the County of Los Angeles, as set forth more particularly in the table below:

EXISTING BUILDING CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
302.7.1 to 302.7.3	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendments is to prevent inadequate construction or bracing to increase resistance to horizontal forces, thus minimizing hazards to life or property in the event of an earthquake.
302.8	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendment is to minimize injuries caused by shattering glass in the event of an earthquake.

SECTION 11. This ordinance shall become operative on January 1, 2020.

[TITLE33BUILDINGCODE2019CSCC]

Long Beach Press-Telegram
5225 E. Second St.
Long Beach, CA 90803
562-499-1236
Fax: 562-499-1391
legals@presstelegram.com

Attachment I

CITY OF CUDAHY
5220 SANTA ANA STREET
BELL, CA 90201

Account Number:	5007693
Ad Order Number:	0011361843
Customer's Reference / PO Number:	
Publication:	Long Beach Press-Telegram
Publication Dates:	02/08/2020
Total Amount:	$615.88
Payment Amount:	$0.00
Amount Due:	$615.88

Invoice Text: **CITY OF CUDAHY**
NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PERSONS

PLEASE TAKE NOTICE that the City Council of the City of Cudahy, California, shall conduct a public hearing in the City of Cudahy's City Council Chambers on February 18, 2020 commencing at 6:30 p.m. to consider the following matters:

"ADOPTION OF PROPOSED ORDIANCE NO. 707 AND SECOND READING OF PROPOSED ORDINANCE AMENDING CHAPTERS 15.04 THROUGH 15..32 AND ADDING CHAPTER 15.34 THE CUDAHY MUNICIPAL CODE TO ADOPT THE 2(LOS ANGELES COUNTY TITLE 26, 27, 28, 29, 30, 31 AND 33 2019 LOS ANGELES COUNTY AMENDMENTS TO THE 201 EDITION OF THE CALIFORNIA BUILDING CODES INCLUDING THE BUILDING, RESIDENTIAL, PLUMBING, MECHANIC/ ELECTRICAL, GREEN BUILDING STANDARDS AND EXISTING BUILDING CODES"

The public hearing shall be conducted by the City Council as follows:

Date: February 18, 2020
Time: 6:30 PM
Place: City Council Chambers
5240 Santa Ana Street
Cudahy, CA 90201

Interested persons may contact the Building Division at (323) 773-5143 to obtain further information regarding the public hearing as hereby scheduled. Interested persons may submit written or oral objections to the proposed Ordinance at any time prior to the public hearing to the Assistant City Clerk of the City of Cudahy, either in electronic form addressed to Richard Iglesias (cityclerk@cityofcudahyca.gov) or by personal delivery or by United States Mail addressed to:
City Clerk
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Interested persons may also appear at the time of the public hearing and present comments and testimony to the City Council.

Notice given by: City of Cudahy

Richard Iglesias, Assistant City Clerk
Posted: February 8, 2020

Pub Feb 8, 2020(1t)PT(11361843)

Long Beach Press-Telegram
5225 E. Second St.
Long Beach, CA 90803
562-499-1236
Fax: 562-499-1391
legals@presstelegram.com

(Space below for use of County Clerk Only)

5007693

Legal No. **0011361843**

CITY OF CUDAHY
5220 SANTA ANA STREET
BELL, CA 90201

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/08/2020

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,
this 12th day of February, 2020.

Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

CITY OF CUDAHY
NOTICE OF PUBLIC HEARING

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Cudahy, CA 90201

Interested persons may also appear at the time of the public hearing and present comments and testimony to the City Council.

Notice given by: City of Cudahy

Richard Iglesias, Assistant City Clerk
Posted: February 8, 2020

Pub Feb 8, 2020(1t) PT(11361843)

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Item Number 12A

STAFF REPORT

Date: February 18, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Santor Nishizaki, Acting City Manager/Executive Director

Subject: **Approval of a Master Services Contract with Willdan Financial for a Cost Allocation Plan, User Fee Study, and Development Impact Fee Analysis**

RECOMMENDATION

The City Council is requested to:

1. Approve staff's request to piggyback on the City of San Jacinto's competitive bid process for a Cost Allocation Plan, User Fee Study and Development Impact Fee Analysis; and

2. Award a Master Services Contract to Willdan Financial for a Cost Allocation Plan, User Fee Study and Development Impact Fee Analysis utilizing the City of San Jacinto's Request for Proposals and contract award on May 7, 2019.

BACKGROUND

1. On December 18, 2017, the City of San Jacinto ("San Jacinto") released two Request for Proposals (RFP) for a development impact fee study and analysis as well as a full cost allocation plan and user fee study. Both RFPs were properly advertised and closed on January 11, 2018.

2. On January 11, 2018, San Jacinto received proposals for a development impact fee study and analysis as well as a full cost allocation plan and user fee study. Following a review and deliberation of the proposals by city representatives, Willdan Financial ("Willdan") was one of the consultants selected based on its depth of experience, qualifications of key personnel, and competitive hourly rates.

3. On May 7, 2019, San Jacinto approved a Master Services Contract with Willdan for a development impact fee study and analysis as well as a full cost allocation plan and user fee study.

4. Recently, City of Cudahy ("City") staff identified the need to update its development fees as well as analyze current user fees and cost allocation plan to ensure that the City is recuperating costs to provide services. Pursuant to Chapter 3.15 of the Cudahy Municipal Code, which authorizes cooperative (piggyback) purchases of services and items by the City, staff has determined that it is most advantageous to piggyback on San Jacinto's RFPs for desired services.

ANALYSIS

A. City of Cudahy Purchasing Policy - Cooperative (Piggyback) Purchases of Services

The City of Cudahy's Purchasing Policy, set forth in Chapter 3.15 of Title 3 of the Cudahy Municipal Code ("CMC") (see also Ordinance Nos. 649 and 672), authorizes "piggybacking" in its procurement process. This process enables a public agency to use an existing public contract to procure similar items or services under the same pricing and terms of the contract, allowing for savings in time, resources, and cost by leveraging another agency's successful competitive bidding process with the benefits of volume or bulk pricing.

Pursuant to CMC Section 3.15.100, the City may piggyback onto an existing written contract obtained through a competitive bidding process prepared and awarded by another local, county, state, or federal government agency. This section further provides that the City's Purchasing Officer, designated as the City Manager under CMC Section 3.16.030, may participate in a cooperative purchasing agreement when the City can obtain items or services at a purchase price lower than that which the City can obtain through its normal purchasing procedures. In those instances where it is determined that purchasing through the federal, state, county or local government agencies will result in savings to the City, the Purchasing Officer is authorized to make such purchases. (CMC, § 3.15.100(A).) The Purchasing Officer may also purchase items or services directly from a vendor at a price established by competitive bidding by another federal, state, county or local government agency even if the City has not joined with that public agency in a cooperative purchase agreement. (CMC, § 3.15.100(B).)

B. City of San Jacinto's RFPs for a Cost Allocation Plan, User Fee Study, and Development Impact Fee Analysis

In December 2017, the City of San Jacinto issued competitive solicitations for a Cost Allocation Plan, User Fee Study, and Development Impact Fee Analysis. In January 2018, San Jacinto closed its proposal submission period. Evaluation criteria for all proposals reviewed under the RFP was based on the following categories: 1) firm experience; 2) qualifications and experience of key personnel; 3) understanding of work to be performed; 4) pricing/cost of services; and 5) supportive information/references. After review and deliberation of the proposals by city representatives, San Jacinto approved a master services contract with Willdan on May 7, 2019.

The overall objective of this service agreement is to develop an updated schedule of fees for City services, that accounts for the true costs of providing those services as well as update its impact fees with the latest available facility costs and demographic data.

An updated Cost Allocation Plan would ensure that indirect costs associated with central overhead services, such as finance or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services.

The User Fee Study would identify associated costs such as direct staff costs associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

The Impact Fee Update Study would ensure that new development pays its fair share of infrastructure costs while being mindful of the overall fee burden on new development.

Willdan was selected based on its depth of experience, qualifications of key personnel, and competitive hourly rates. Based on these findings, and in light of the City's needs for such analyses to be conducted, staff has determined that it would be more costly to go out to bid than to piggyback on San Jacinto's competitive bid process for a Cost Allocation Plan, User Fee Study, and Development Impact Fee Analysis. Moreover, for these services, piggybacking on a contract of a larger city such as San Jacinto generally affords better pricing based on their aggregate contract volume and/or bulk pricing. Staff therefore recommends authorizing the City Manager to execute a Master Services Contract with Willdan, which would be under the same terms and conditions as the contractor agreement with San Jacinto.

C. Discussion – Willdan Financial Proposal

Willdan Financial Services ("Willdan") is confident that they can meet the City of Cudahy's request for services for a Cost Allocation Plan, User Fee Study and Development Impact Fee Study. The overall objective of this project will be to develop an updated schedule of fees for City services, that accounts for the true costs of providing those services and to update its

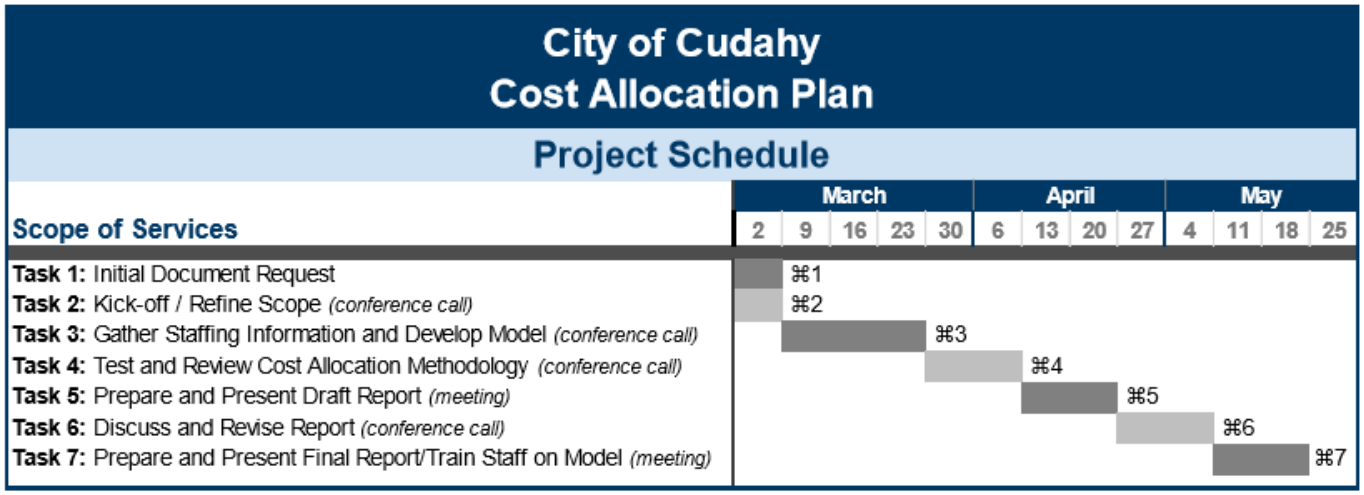
impact fees with the latest available facility costs and demographic data. The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, Willdan will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

COST ALLOCATION PLAN (CAP) **$11,475**

The purpose of this cost allocation plan engagement is to ensure that the city is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. Furthermore, a sound cost allocation plan is a foundational element of a user fee study, and the development of internal hourly rates, including CIP billing rates. To achieve the maximum cost recovery objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

The completion of a CAP is a key component and first step in the analysis necessary to calculate the cost of providing services. A well thought out CAP ensures that indirect costs associated with central overhead services are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services.

The estimated timeline for development of the CAP would be approximately three months. A detailed breakdown of milestones for the CAP can be seen below:



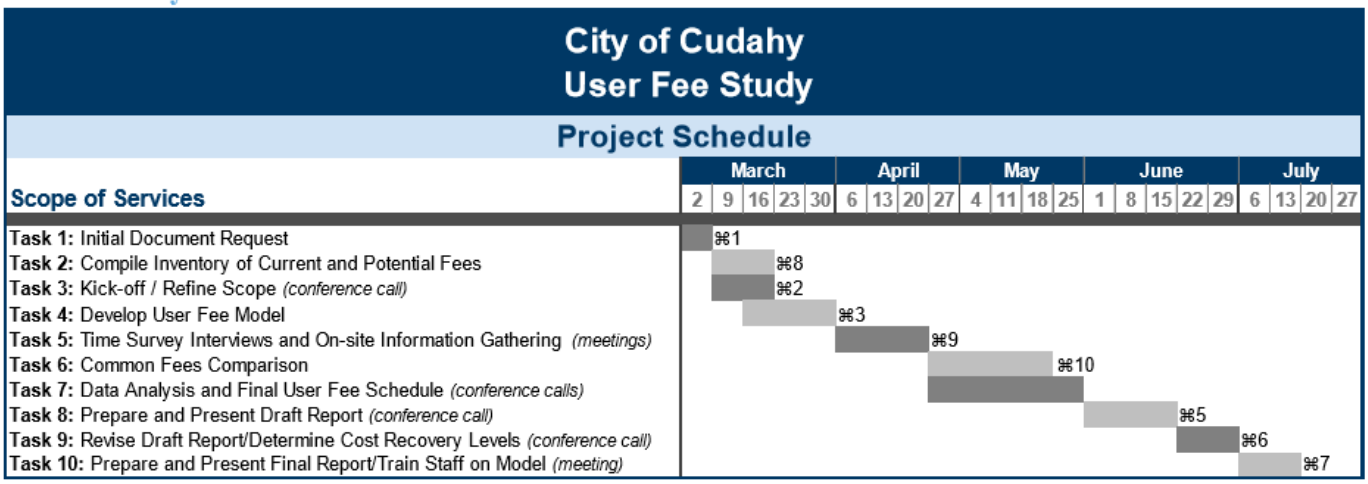
USER FEE STUDY **$24,935**

To comprehensively update fees, a comprehensive user fee schedule will be developed that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model will be flexible so that the City can add, delete, and revise fees in the future.

For the User Fee Study, Willdan will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, they will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

The estimated timeline for development of a User Fee Study would be approximately five months. A detailed breakdown of milestones for the User Fee study can be seen below:

User Fee Study



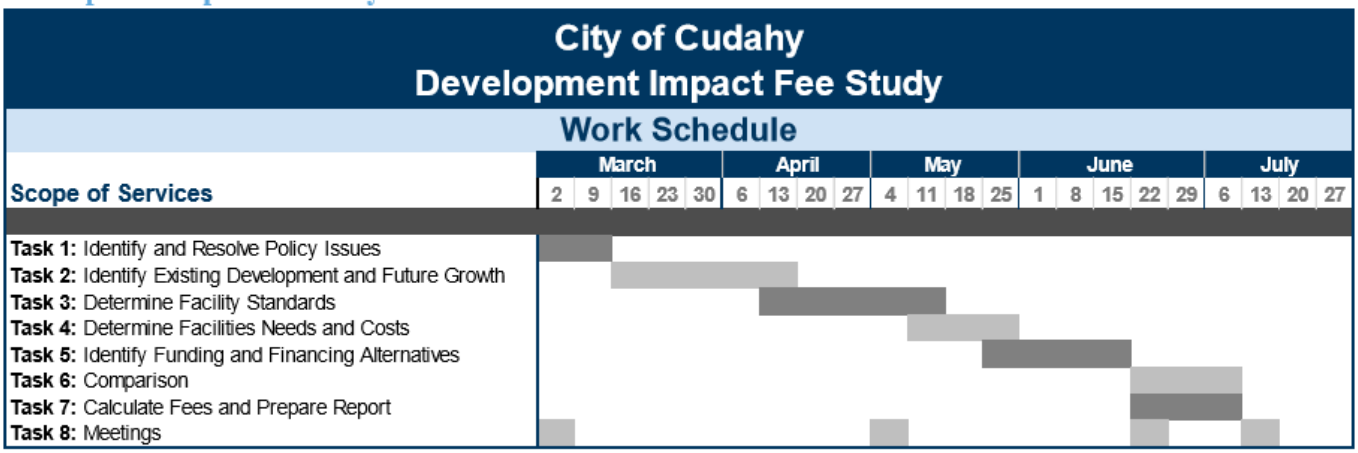
DEVELOPMENT IMPACT FEE STUDY **$48,180**

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. Willdan will review the previous work to determine what has changed in terms of facilities and needs for the fee categories. Willdan staff will also communicate with the City in advance to determine whether there is any initial policy direction or guidance on new fees. They will update the demographics and present the City with the facilities list and discuss the current status for each fee type. Additionally, they will work with the City to implement an impact fee program that ensures new development pays its fair share of infrastructure while being mindful of the overall fee burden on new development.

The objective of this project is to update/establish the City's development impact fees pursuant to State law, which requires an update every five years. It is expected that Willdan will update fees for up to five impact fee categories.

The estimated timeline for development of a Development Impact Fee Study would be approximately five months. A detailed breakdown of milestones for the Development Impact Fee study can be seen below:

Development Impact Fee Study



CONCLUSION

For the foregoing reasons, it is recommended that the City Council: 1) Approve staff's request to piggyback on the City of San Jacinto's competitive bid process for a Cost Allocation Plan, User Fee Study and Development Impact Fee Analysis and 2) Award a Master Services Contract to Willdan Financial for a Cost Allocation Plan, User Fee Study and Development Impact Fee Analysis.

FINANCIAL IMPACT

The not to exceed amount of this contract will be $84,860 for all three studies. Per Attachment B, the price breakdown is as follows: 1) Cost Allocation Plan: $11,745 2) User Fee Study $24,935 and 3.) Development Impact Fee Study: $48,180.

ATTACHMENTS

A. Master Services Contract with Willdan Financial for Cost Allocation Plan, User Fee Study and Development Impact Fee Analysis
B. Willdan Financial proposal for Cost Allocation Plan and User Fee Study, and Development Impact Fee and Analysis
C. City of San Jacinto Request For Proposals Full Cost Allocation Plan and User Fee Study, and Development Impact Fee Study and Analysis
D. City of San Jacinto Full Cost Allocation Plan and User Fee Study, and Development Impact Fee Study and Analysis
E. Master Services Contract between the City of San Jacinto and Willdan Financial Services

ATTACHMENT "A"

MASTER SERVICES CONTRACT

THIS CONTRACT is made on _____, 20__, by and between the City of Cudahy, a municipal corporation (the "City") and Willdan Financial (the "Consultant"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

A. Consultant shall do all work described herein, and as further set forth in individual task orders issued by the City to Consultant. The terms and conditions of this Contract shall control all Task Orders ("Task Orders").

B. The Consultant agrees it has satisfied itself by its own investigation and research, regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall continue until all services provided for in this Contract have been performed, unless earlier terminated pursuant to Section 11 of this Contract.

3. SCHEDULE FOR PERFORMANCE

A. Performance shall be in accordance with the terms of this Contract and each individual Task Order as issued.

4. COMPENSATION

A. City shall pay Consultant on a time and expense basis as described in the Scope of Work and the not-to-exceed amount set forth in each individual Task Order in accordance with the rate schedule set forth on **Exhibit C**, which is attached hereto and incorporated herein by reference. In no event shall Consultant be entitled to compensation for work not included in each Task Order's Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by City. Total compensation paid to Consultant shall not

exceed the dollar values listed in all task orders but in no event shall total compensation exceed Planning Department's budget, without City's prior written approval.

B. **Pay When Paid Provisions:** For private development projects, the Consultant shall not undertake, commence, or continue any work for that project unless the private developer has deposited with the City sufficient funds to cover the cost of City and Consultant's work for that project. For the purposes of this provision, "private development project" is defined as all projects not initiated by the City. In the event the amount of the deposit is insufficient to cover all costs of work for the project, or no deposit balance exists, the Consultant shall immediately cease all work on the project until (1) an additional deposit by the private developer is made to the City in an amount sufficient to pay for the necessary work, or (2) Consultant is instructed in writing by the City of Cudahy's City Manager to proceed with the work despite the insufficient deposit to cover such work. In the event Consultant does not comply with this provision, Consultant shall have exceeded its scope of work under this contract and breached this contract.

As damages for Consultant's breach of this provision, the Parties agree that City shall deduct from Consultant's payment under this Contract any amount City does not receive from the private developer for the work performed by Consultant on the project. City shall have no obligation to take legal action against the private developer to collect any unpaid fees owed by a private developer which were incurred as a result of Consultant's breach. However, in the event City decides to take legal action to collect the unpaid fees, then Consultant shall pay all reasonable attorney's fees and costs for that legal action, whether or not City is the prevailing party.

C. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by the City in writing.

D. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this contract, subject to Section 11, Termination.

5. NOTICES

A. Consultant shall transmit invoices and any notices required by this Contract, to City as follows:

City of Cudahy
Attn: Santor Nishizaki, Acting City Manager
5220 Santa Ana Street
Cudahy, California 90201

B. City shall transmit payments on invoiced amounts and any notices required by this Contract to Consultant as follows:

[*Insert*]

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in compliance with the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City, whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may

develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C.

E. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Agreement in subsequent years is contingent upon action by the City Council, consistent with the appropriation limits of Article XIII B of the California Constitution, and that the City Council may determine not to fund this Agreement in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Agreement, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract that is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. As applicable, it shall be City's responsibility to obtain all rights of-way and easements to enable Consultant to perform its services hereunder; Consultant shall assist City in providing the same.

17. REPRESENTATIONS

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner that is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Contract and shall obtain the approval from the City Manager of a list of all proposed staff members who are assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any

individual or organization without the prior written approval of City, unless by court order. If City or Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or other loss or damage arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless the City as prescribed under this Section.

23. INSURANCE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT/ OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1H)	$2,000,000	$4,000,000	Additional Insured Waiver of Subrogation Primary Non Contrib
Auto Liability (2C)	$1,000,000 Hired, & Non-Owned		Additional Insured Waiver of Subrogation
Work Comp (3A) Employer's Liability	Statutory, $1,000,000 each		Waiver of Subrogation
Professional Liability (4C)	$5,000,000 per claim	$5,000,000	(Retro Date)

*****Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.**

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Consultant's proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. SECURITY ACCESS POLICY

Consultant, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with City's Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as **Exhibit F**. Consultant's failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

26. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

27. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

28. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

29. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

30. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Los Angeles, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a wavier with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and the Consultant that any such person or entity, other than the City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of the Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

31. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

Signatures on following page

City of Cudahy
Willdan Financial
Re: Cost Allocation Plan, User Fee Study and Development Impact Fee

AGREED to this _____ day of _____, 20___, by the Parties as follows:

Approved as to form: **CONSULTANT**

By:_____ By:_____
Attorney for Consultant **[*Insert*]**

Approved as to form: **CONSULTANT**

By:_____ By:_____
City Attorney **[*Insert*]**

Attest to:

_____
Richard Iglesias, Assistant City Clerk Date

EXHIBIT A

Scope of Work

[*See Exhibit A Proposal for Cost Allocation Plan, User Fee Study, and Development Impact Fee*]

DRAFT

EXHIBIT B

Schedule of Performance

[*See Exhibit B Proposal for Cost Allocation Plan, User Fee Study, and Development Impact Fee*]

DRAFT

EXHIBIT C

Compensation and Method of Payment

[*See Exhibit C Proposal for Cost Allocation Plan, User Fee Study, and Development Impact Fee*]

DRAFT

EXHIBIT D

Insurance Requirements

[*See Exhibit D to Master Services Contract for On-Call Planning Services Between City of Elk Grove and Willdan Engineering*]

DRAFT

EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

[*See Exhibit E to Master Services Contract for On-Call Planning Services Between City of Elk Grove and Willdan Engineering*]

DRAFT

EXHIBIT F

Security Access Policy

[*See Exhibit F to Master Services Contract for On-Call Planning Services Between City of Elk Grove and Willdan Engineering*]

DRAFT

City of Cudahy

Proposal for

Cost Allocation Plan, User Fee Study and Development Impact Fee

WILLDAN

February 7, 2020

Mr. Steven Dobrenan
Finance Director
City of Cudahy
522 Santa Ana Street
Cudahy, California 90201

Re: Proposal to Conduct a Cost Allocation Plan, User Fee Study and Development Impact Fee Study for the City of Cudahy

Dear Mr. Dobrenan:

No matter how healthy the local, state and national economies seem to be, most municipalities throughout California are continually faced with the challenge of doing more with less. As cities are faced with limited financial resources to address numerous competing priorities and objectives, they are always striving to maintain high standards of service to their communities. Considering this, it is critical for the City of Cudahy ("City") to ensure that its fees for requested services have been developed and updated to ensure maximum appropriate cost recovery, so that the revenues generated by fees cover the cost of those services to the greatest extent possible. City Staff, and ultimately the City Council, need a clear understanding of standards, service levels and the associated costs. Recognizing this, the City has responded by soliciting proposals for a Cost Allocation Plan, User Fee Study Development Impact Fee Study.

Unique Combination of Services and Expertise/Public Engagement — Willdan Financial Services ("Willdan") is a team of 80 professionals who provide essential financial consulting services throughout California, and the United States. Willdan has provided the requested services to municipal clients for two decades; and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as "agency staff" provides us with firsthand understanding of City operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement. ***We are also one of the only firms who combine Cost Allocation Plan, User Fee and Development Impact Fee expertise and experience under one roof, without the need to team with other consultants – ensuring a seamless coordinated execution of this important project for the City.***

Broad Experience with Impact Fee Programs Statewide and Across the Country — Willdan has wide experience with the range of impact fees charged in the region and the state, and the typical pros, cons and challenges of each, both in implementation and management. Willdan will be pleased to bring its expertise to the City's process of considering financial, practical and policy issues in deciding on its future impact fee program.

Collaborative Approach and User-friendly Models and Reports — Willdan prides itself on working closely with City staff to develop an approach that is targeted toward your specific objectives and accounts for your reality, and then working together with you to gather first-hand information regarding the processes and tasks required to provide services to those requesting them.

This is a distinct advantage we will bring in our approach with the City of Cudahy. A collaborative approach ensures we clearly understand your goals and challenges, and just as importantly, you understand the process and the results. We have included one full day of on-site data gathering and staff interviews to ensure we obtain the information we need efficiently and accurately, with limited need for follow-up.

We create user-friendly Excel-based models that the City can retain and conduct our analysis and develop the model collaboratively with City staff. Rather than using an inflexible proprietary software program, we construct our models from the ground up, mirroring the City's budget format wherever possible. As a result, ***the information contained in our models is easy for City staff to interpret, and the familiar software ensures ease of navigation.***

This also allows for easy on-the-fly adjustments and updates, inclusion of updated budgets, or changes in organizational structure. Created directly from the models, our reports clearly and graphically illustrate full and recommended levels of cost recovery and projections of revenue for fee programs, break down the costs into direct and indirect overhead categories, and present the fee methodologies.

Our models and project approach are geared toward delivering work on schedule and presenting results at public meetings and council workshops.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. We have coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges.

We are excited about this opportunity to continue to serve the City of Cudahy. To discuss any aspect of our proposal, please contact me; my contact information is provided in the table below.

Contact Information
Principal-in-Charge
Chris Fisher
Vice President
27368 Via Industria, Suite 200
Temecula, CA 92590
Tel#: (800) 755-6864 | Fax #: (888) 326-6864
Email: CFisher@Willdan.com

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President - Group Manager
Financial Consulting Services

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Project Approach

Project Understanding

Willdan Financial Services ("Willdan") is confident that we can meet the City of Cudahy's request for services for a Cost Allocation Plan, User Fee Study and Development Impact Fee Study. ***The overall objective of this project will be to develop an updated schedule of fees for City services, that accounts for the true costs of providing those services. Additionally, the City seeks to update its impact fees with the latest available facility costs and demographic data***.

The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

For these studies, we will meet directly with departmental representatives at the City at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the cost allocation plan and user fee study components to maximize efficiencies and ensure adherence to specified timelines.

A key building block of the calculation of updated fees is the development of defensible indirect overhead rates that reflect the cost of support services provided by the City's central service departments to the operating groups that provide end-user services to the public and customers of the City.

The completion of a CAP is a key component and first step in the analysis necessary to calculate the cost of providing services. ***A well thought out CAP ensures that indirect costs associated with central overhead services, such as finance or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services***. We will work collaboratively with City staff to identify the overhead support services that are provided to operating departments in Cudahy and develop a fair and defensible means of allocating these costs. This CAP will also be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as OMB A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. The new circular did not completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a compliant CAP.

Rather than a costly and inflexible proprietary software, which can require expensive licensing fees, Willdan builds the Models utilizing Excel, from the ground up, employing the City's budget as the gauge. These Models, which are then the City's to retain, gives City staff the control to make on-the-fly adjustments and updates.

For the User Fee Study, we will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

For the Impact Fee Update Study, Willdan will review the previous work prior to the kick-off meeting to determine what has changed in terms of facilities and needs for the fee categories. We will also communicate with the City in advance of the kickoff to determine whether there is any initial policy direction or guidance on new fees. We will update the demographics, and present the City with the facilities list and discuss the current status for each fee type. We will work with the City to implement an impact fee program that ensures that new development pays its fair share of infrastructure while being mindful of the overall fee burden on new development.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. Key distinct advantages that Willdan brings to the City include the following:

On-site Data Gathering

Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner, which again, is critical in this proposed engagement.

Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for studies. This method is better than the typical "time and motion surveys" that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data we need in one coordinated step, rather than having to go through repeated follow-up and clarification.

This approach and the dedication of our staff will help ensure we meet the City's timeline and objectives and provide important information to City staff and the Council as soon as possible.

Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information, and present recommendations to the City Council and public in a way that clearly demonstrates the rationale and supporting analysis. Our experience ensures that we can meet this objective.

User-friendly Models and Reports

Willdan prides itself on creating user-friendly Excel-based models that the City can retain and ***conducting our analysis and developing the models collaboratively with City staff.*** With City staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations rather than using an inflexible proprietary software.

These models are then the City's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.

The models will be developed to allow the City to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.

A key element of these studies is presenting results and recommendations in a straightforward manner, that allows Council and staff to confidently make fee setting policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City's budget format wherever possible. As a result, the information contained in our models are easy for City staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include. After the project is completed, we will provide training, so that staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate the full cost recovery level of fee programs, and provide projections of revenue from fee programs.

Project Methodologies

The following describes our proposed approach, and work plan to prepare a Cost Allocation Plan, User Fee Study, and Development Impact Fee Study.

Cost Allocation Plan Methodology

The purpose of this cost allocation plan engagement is to ensure that the City of Cudahy is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. Furthermore, a sound cost allocation plan is a foundational element of a user fee study, and the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City. To achieve the maximum cost recovery objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

The allocation models utilize an iterative method which is the most accurate allocation methodology. Unlike a direct or "step-down" methodology, an iterative method uses the chosen distribution bases and allocates central service costs iteratively until all allocable costs have been distributed.

Using this method, the model can detail the allocation for each central function individually for complete transparency and accountability, while removing bias that might result from the order in which allocations occur in a step-down approach. A direct methodology is essentially a one-iteration methodology, while a step-down method is typically only two iterations and is less precise and unable to accurately track the allocations from start to finish.

Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management —** Principal-in-Charge Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule —** Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontainable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City.

Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency.

We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism. Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel. To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout California and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

User Fee Study Methodology

To comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee and rate schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

2) Project and Staff Time

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly. Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff "buys in" to the fee study approach and results.

Approach

Our approach to preparing the user fee study and documentation for Cudahy includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches. We will discuss specific pros and cons with City staff as we determine which methods work best for each fee category;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as City specific methods.

As described below, there are two basic approaches to calculating user fees:

Approach 1: Case Study Method

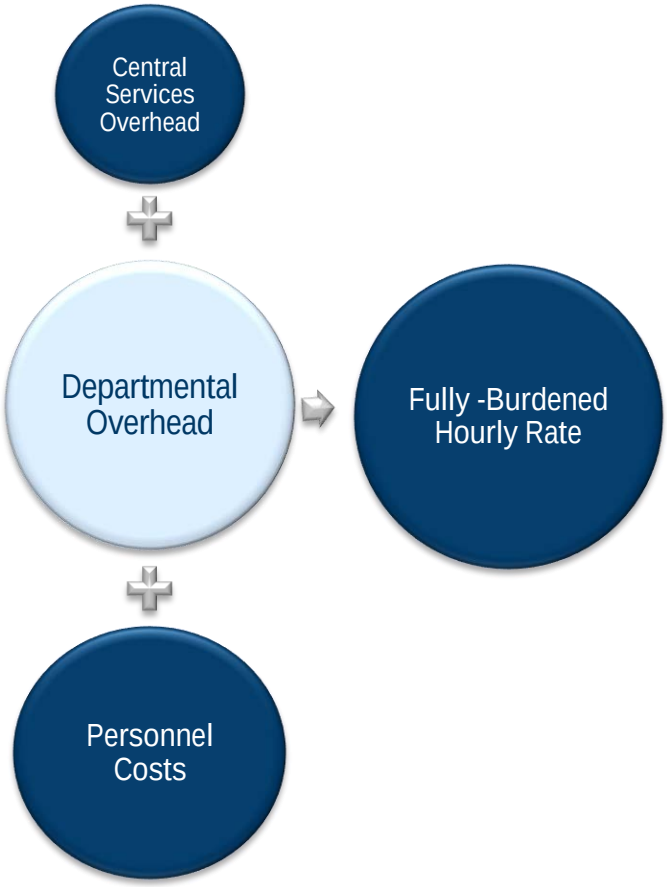
This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the "Case Study Method" examines the tasks, steps and City staff involved in providing a particular 'unit' of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

1) Central Services Overhead: This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

2) Department Overhead: This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

3) Personnel Costs: This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).



Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year) and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated.

This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.

Development Impact Fee Methodology

Study Objectives

The objective of this project is to update/establish the City's development impact fees pursuant to State law, which requires an update every five years. It is expected that Willdan will update fees for up to five impact fee categories:

To accomplish this objective, this study will:

- Develop technically defensible fee justifications, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans and costs and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: (1) capture the total demand often associated with major public facility investments; and (2) support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1) **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2) **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3) **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We have a number of approaches that can be used to identify facility needs and costs to serve new development. Often this is a two-step process: (1) identify total facility needs; and (2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain because of the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: (1) the existing inventory method; (2) the planned facilities method; and (3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized on the page that follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available.

Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan ("CIP") and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

The fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a "wish list" of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency's existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing as long as another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have a number of strategies to address this concern, including:

- Conducting an analysis of the total development exaction burden to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessment and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Our proposed scope will include an analysis of neighboring and comparable jurisdictions.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input. This proposal provides for three stakeholder meetings. Willdan can add additional meetings based upon a time and materials basis if needed.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Required City Data

We will work with the City to identify data regarding existing land uses, development projections and other demographic assumptions needed for the study. We anticipate that much of this information will come from the City's General Plan, but we will also identify other sources that can be used in the analysis. We will require the City to provide us with a facility inventory of owned City facilities, by anticipated fee category, and planned capital facilities, by fee category for any facility category that the City wishes to investigate.

Work Plans

Our proposed work plans, described in detail by task, are provided below. We propose to maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the cost allocation plan and user fee study wherever possible.

We explain how each task will be accomplished and identify associated meetings and deliverables. We want to ensure our scope provides quality and clarity and is responsive to the City's needs and specific local circumstances. We will work in concert with the City to adjust scopes as needed during the course of the studies.

Full and OMB Compliant Cost Allocation Plan

This proposed scope of services addresses the completion of both the full and OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

Task 1:	Initial Document Request
Objective:	Initial due diligence.
Description:	Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development. Our request may include (but is not limited to): ▪ Detailed budget and accounting data; ▪ Prior year's financial data, salary, position and staffing data; ▪ Organizational structure; ▪ Prior cost allocation plan and/or user fee documentation and models; and ▪ Data related to various allocation bases that may be incorporated as part of the methodology, i.e. City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.
Deliverables:	**Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.

Task 2:	Kick-off Conference Call / Refine Scope
Objective:	Confirm project goals and objectives. Identify and discuss policy issues raised by the study and determine appropriate fee categories.
Description:	Willdan will identify and discuss policy issues typically raised by these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review. We will also discuss costs that may not be allocable for OMB purposes, and the potential impact on the OMB version of the CAP. During this call, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule. We will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.
Meetings:	One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies and to address policy issues. We would propose to conduct the user fee study kick-off during this same call, to maximize efficiency and cost effectiveness of staff and Willdan time.
Deliverables:	**Willdan:** If needed, a revised project scope and schedule. **City:** Provide further data requirements and select / introduce City's project manager.

Task 3: Gather Staffing Information and Develop Cost Allocation Plan Model

Description: This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks.

The model will be developed to incorporate any recent changes in the provision of City services, and fully allocate central service costs.

The model will also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations.

We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology.

The model and methodology will also produce indirect cost rates. These rates will be suitable for a variety of uses, including incorporation into the User Fee Study's personnel rates, billing to CIP projects, and in the OMB Super Circular compliant CAP, to Federal grants.

Meetings: Online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

Task 4: Test and Review Cost Allocation Methodology

Objective: Test and review model and results with City.

Description: The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using WebEx™ as an element to our approach. This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.

Meetings: One (1) meeting and demonstration with City Staff to review the model.

Deliverables: **Willdan and City:** Draft cost allocation plan model review.

Task 5: Prepare and Present Draft Report

Objective: Prepare the draft cost allocation report.

Description: This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables and provided to the City.

Meetings: One (1) meeting to present the draft report to City Staff.

Deliverables: **Willdan:** Draft report for City review and input.

City: Review of draft report, with comments, and edits.

Task 6:	Discuss and Revise Report
Objective:	Review of draft report, cost distribution methods, and model.
Description:	An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods. Our reports are structured to include both the full and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split. Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.
Meetings:	One (1) conference call with City staff to review the report with changes and revisions.
Deliverables:	Draft report, and revised draft/final report.

Task 7:	Prepare and Present Final Report and Model
Objective:	Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.
Description:	This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.
Meetings:	One (1) meeting with the City Council to present the final plan if necessary. This meeting would be held in conjunction with the presentation of the user rate study results. We will also provide staff training on the operation and use of the model.
Deliverables:	**Willdan:** Provide one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant); and two (2) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

Comprehensive User Fee Study

Task 1:	Initial Document Request
Objective:	Initial due diligence; obtain study-related data.
Description:	Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5. We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.
Deliverables:	**Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the City to confirm receipt of requested data and information and highlight data elements that are outstanding.

Task 2:	Compile Inventory of Current and Potential Fees
Objective:	Willdan will identify a schedule of fees and methodology for calculating the fees.
Description:	Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.
Meetings:	It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.

Deliverables: **Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call).

City: Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.

Task 3: Kick-off Conference Call / Refine Scope

Objective: Confirm goals and objectives for the User Fee Study. Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).

Description: Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process.

During this call, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.

Meetings: One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues. This will be held in conjunction with the kick-off for the cost allocation plan. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.

Deliverables: **Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).

City: 1) Provide further data needs; and 2) determine/introduce City's project manager.

Task 4: Develop User Fee Model

Objective: Develop and test model.

Description: This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.

Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information will be developed during the cost allocation plan phase of this project and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.

The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

Task 5: Time Survey Interviews and On-site Information Gathering

Objective: Meet with City staff to complete Time Surveys and understand service delivery processes.

Description: In order to assist staff with the completion of the survey worksheets, we will schedule one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary, once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

Meetings: One (1) full business day of on-site meetings/staff interviews.

Deliverables: **Willdan and City:** Time surveys and draft full cost recovery fees.

Task 6: Common Fees Comparison

Objective: Examine selected user fees charged by up to five (5) comparable cities in Los Angeles County, or jurisdictions that are similar to the City of Cudahy.

Description: We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common fees or highest yielding fees with comparable jurisdictions agreed.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City of Cudahy; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

Deliverables: **Willdan:** Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 7: Data Analysis and Final User Fee Schedule

Objective: Incorporate information obtained from on-site surveys to fully develop model.

Description: We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees) and suggest potential areas where fees could be collected where they are not currently. We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

in developing the fee schedule, we will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law (legalized cannabis), or for activities that the City finds itself performing regularly, but for which no fee is collected. Where possible, we will incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

Meetings: One (1) meeting, as necessary, to gather additional input, complete analysis and finalize fee schedule.

Deliverables: Final user fee model for City Council presentation and discussion.

Task 8: Prepare and Present Draft Report

Objective: Prepare draft report.

Description: This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following:

- Key results and findings;
- Basic descriptions of each service;
- The full cost of each service and current cost recovery levels;
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associate levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each City's costs;
- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Meetings: One (1) conference call with City staff, to present draft results address questions and receive feedback.

Deliverables: **Willdan:** Draft report for City review and comment.

City: Review of draft report, with comments and edits.

Task 9: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

Objective: Review of draft report and fee model.

Description: The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report and feedback from City staff, we will prepare the final report for presentation to the City Council.

Meetings: One (1) online demonstration (WebEx) to review the report and model, with any revisions.

Deliverables: Draft report, revised draft /final report.

Task 10: Prepare and Present Final Report/Train Staff on Model

Objective: Prepare and present final report to City Council. Train staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

Meetings: One (1) meeting with City Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.

Deliverables: Provide one (1) electronic PDF file copy of the final report and models; and if requested provide three (3) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

Development Impact Fee Study

Willdan will consider and recommend modifications to the existing program structure, cost components, and fee amounts. In addition to the services for which the City presently charges fees, the study shall identify and recommend other potential impact fees consistent with the City's goals and objectives.

Task 1: Identify and Resolve Policy Issues

Objective: Identify and resolve policy issues raised by the study.

Description: Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:

- Potential new impact fees for consideration
- Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing public facility master plans and CIPs to identify needed facilities;
- Types of facilities to be funded by each fee;
- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses, including need for separate fee zones;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified; and
- Implementation concerns and strategies.

Deliverables: (1) Information requests; (2) revised project scope and schedule (if needed); and (3) brief summary of policy decisions (if needed).

Task 2: Identify Existing Development and Future Growth

Objective: (1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.

Description: Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program.

Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - City staff to provide estimates and projections by zone if needed.

Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Task 3: Determine Facility Standards

Note: Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g. General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists.

Task 4: Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan. Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g. five years).

Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

This scope of work does not include additional engineering analysis to identify total facility needs, existing deficiencies, or cost estimates.

Task 5: Identify Funding and Financing Alternatives

Objective: Determine the extent of alternative (non-fee) funding available for new facilities.

Description: If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies; and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

Identify anticipated alternative funding based on information from City staff, or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6: Comparison

Objective: Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions.

Description: Typically, this would be neighboring jurisdictions, and a few that are nearby and comparable to the City. Willdan will compare a total of five jurisdictions to be selected by the City. Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) in order to provide an "apples to apples" comparison, but the exact methodology will be set in consultation with the City. This comparison will be limited to five other jurisdictions.

Task 7: Calculate Fees and Prepare Report

Objective: Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

Description: Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks.

Prepare draft report tables for City staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category.

Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report if necessary based on one (1) round of comments received on the public draft report. If requested, post report on our website for public access.

Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.

Deliverables: We will provide up to five (5) bound copies of the draft report, one (1) unbound copy, one Microsoft Word copy, and up to five (5) bound copies of the final report, one (1) unbound copy, and one Microsoft Word copy.

Task 8:	**Meetings**
Objective:	The project manager or other necessary Willdan staff will attend project meetings. A member of the Impact project team will attend up to four meetings throughout the Impact Fee Study portion of the City's engagement. Phone conferences are not considered meetings for the purposes of this scope. Additional meetings may be requested for an additional fee based on our hourly billing rates.

City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of Cudahy assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

1) Coordinate responses to requests for information;

2) Coordinate review of work products; and

3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Project Schedules

Willdan understands time is of the essence for the City of Cudahy to begin this engagement. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

Cost Allocation Plan

City of Cudahy
Cost Allocation Plan

Project Schedule

Scope of Services	March					April				May			
	2	9	16	23	30	6	13	20	27	4	11	18	25
Task 1: Initial Document Request		⌘1											
Task 2: Kick-off / Refine Scope *(conference call)*		⌘2											
Task 3: Gather Staffing Information and Develop Model *(conference call)*					⌘3								
Task 4: Test and Review Cost Allocation Methodology *(conference call)*							⌘4						
Task 5: Prepare and Present Draft Report *(meeting)*									⌘5				
Task 6: Discuss and Revise Report *(conference call)*											⌘6		
Task 7: Prepare and Present Final Report/Train Staff on Model *(meeting)*													⌘7

Legend:

⌘1: Information Request
⌘2: Revised Project Scope and Schedule *(if needed)*
⌘3: User-friendly Model in Microsoft Excel
⌘4: Draft Cost Allocation Plan Model Review
⌘5: Draft Report
⌘6: Revised Draft Report/Final Report
⌘7: Final Report – Hard and Electronic Copies

City of Cudahy
User Fee Study

Project Schedule

Scope of Services	March					April				May				June					July			
	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27
Task 1: Initial Document Request		⌘1																				
Task 2: Compile Inventory of Current and Potential Fees				⌘8																		
Task 3: Kick-off / Refine Scope *(conference call)*				⌘2																		
Task 4: Develop User Fee Model						⌘3																
Task 5: Time Survey Interviews and On-site Information Gathering *(meetings)*									⌘9													
Task 6: Common Fees Comparison													⌘10									
Task 7: Data Analysis and Final User Fee Schedule *(conference calls)*																						
Task 8: Prepare and Present Draft Report *(conference call)*																	⌘5					
Task 9: Revise Draft Report/Determine Cost Recovery Levels *(conference call)*																			⌘6			
Task 10: Prepare and Present Final Report/Train Staff on Model *(meeting)*																					⌘7	

Legend:

⌘1: Information Request
⌘2: Revised Project Scope and Schedule *(if needed)*
⌘3: User-friendly Model in Microsoft Excel
⌘4: Draft Fee and Rate Model Review
⌘5: Draft Report
⌘6: Revised Draft Report/Final Report
⌘7: Final Report – Hard and Electronic Copies
⌘8: Draft List of Current Fees
⌘9: Time Surveys and Draft Full Cost Recovery Fees
⌘10: Common Fee Comparison

Development Impact Fee Study

City of Cudahy
Development Impact Fee Study

Work Schedule

Scope of Services	March					April				May				June					July			
	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27
Task 1: Identify and Resolve Policy Issues																						
Task 2: Identify Existing Development and Future Growth																						
Task 3: Determine Facility Standards																						
Task 4: Determine Facilities Needs and Costs																						
Task 5: Identify Funding and Financing Alternatives																						
Task 6: Comparison																						
Task 7: Calculate Fees and Prepare Report																						
Task 8: Meetings																						

Experience and Qualifications

Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly owned company on NASDAQ (WLDN). WGI provides technical and consulting services that ensure the quality, value, and security of our nation's infrastructure, systems, facilities, and environment. WGI has been a consistent industry leader through its subsidiaries and provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment.

The firm has pursued two primary service objectives since its inception — ensuring the success of its clients and enhancing its surrounding communities. In doing so, Willdan has gained a notable reputation for technical excellence, cost-effectiveness, and client responsiveness in providing superior consulting services. The company's service offerings span a broad set of complementary disciplines that include engineering and planning, energy efficiency and sustainability, financial and economic consulting. Willdan has crafted this set of integrated services so that, in the face of an evolving environment — whether economic, natural, or built — Willdan can continue to extend the reach and resources of its clients.

WGI has over 1,300 employees operating from offices in ***Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Illinois, Kansas, Kentucky, Maryland, Nevada, New Jersey, New York, Ohio, Oregon, Utah, Texas, and Washington.***

Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, a California Corporation, is a national firm, and is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 1,200 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Willdan assists local public agencies by providing the following services:

- User fee studies;
- Cost allocation studies;
- Real estate economic analysis;
- Economic development plans and strategies;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Feasibility studies;
- Development Impact Fee establishment and analysis;
- Utility rate and cost of service studies;
- Tax increment finance district formation and amendment;
- Debt issuance support;
- Long-term financial plans and cash flow modeling; and
- Property tax audits.

Our staff of 80 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

The organization chart located to the right represents Willdan's reporting structure, including the operating groups and the responsible manager; it as well defines the assets available to the City of Cudahy.

Professional Expertise

Unique Combination of Services and Expertise/Public Engagement

Willdan has provided User Fee and Impact Fee services to municipal clients for over 20 years; and has prepared comprehensive impact fee studies, user fee studies, as well as cost allocation plans, and OMB compliant cost allocation plans for clients throughout California and the United States. Willdan's proven and successful track-record conducting fee studies for public agencies dates to 1998. Since that time, we have developed the expertise to successfully integrate this service into the Financial Consulting Services group's primary functions.

We are also one of the only firms who combine Cost Allocation Plan, User Fee and Development Impact Fee expertise and experience under one roof, without the need to team with other consultants – ensuring a seamless coordinated execution of this important project for the City.

Willdan's Financial Consulting Services staff has assisted well over 100 California government agencies with the development and/or update of all fee types. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City's and stakeholder priorities and applicable regulations that comply with Proposition 26 and Proposition 218.

Our record of success within the industry provides assurance of the professionalism and capability we will bring to this engagement. A team composed of project managers and analysts develop and/or, update user fee studies, cost allocation plans and development impact fees.

Broad Experience Across the Country

Willdan Financial Services is a team of 80 professionals who provide essential financial consulting services throughout the United States. Willdan has provided the requested services to municipal clients for over two decades; and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as "agency staff" provides us with firsthand understanding of City operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

Willdan has extensive experience with the range of fees charged in the region and the state, and the typical pros, cons and challenges of each, both in implementation and management. Willdan will be bring its expertise to the City's process of considering financial, practical and policy issues in deciding on its future fee program.

Staff Continuity

Mr. Fisher has been assigned to serve as the City's representative; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Project Dedication

Willdan's Financial Consulting Services group is composed of a team of over 20 senior-level professional consultants. While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the City specific to the schedule and budget for this engagement.

It is important to note that Mr. Fisher has been with Willdan for more than 20 years, ensuring the City of Cudahy of continuity and dedication in staffing during the completion of the project.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. The Team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of Cudahy; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

The proposed project team collectively maintains decades of experience providing financial consulting services, the project team's key resources are comprised of the following individuals:

- Mr. Chris Fisher, Vice President and Group Manager; Principal-in-Charge
- Mr. James Edison, Managing Principal; Development Impact Fee Project Manager
- Mr. Robert Quaid, CPA, Principal Consultant; User Fee Study and Cost Allocation Plan QA/QC
- Mr. Tony Thrasher, Senior Project Manager; User Fee Study and Cost Allocation Plan Project Manager
- Mr. Carlos Villarreal, Project Manager; Development Impact Fee Lead Analyst
- Ms. Priti Patel, Senior Analyst; User Fee Study and Cost Allocation Plan Lead Analyst

Similar Studies

Listed in the table below, is an abbreviated list of the public agencies in which similar services are currently in progress, or have been completed, in the previous five years by the project team included within this submission.

Willdan Financial Services 5 Year Cost of Services Study Experience			
Agency	**Impact Fee Study**	**User Fee Study**	**Cost Allocation Plan**
City of Alameda, CA	◆		
City of Banning, CA	◆	◆	◆
City of Bell, CA		◆	◆
City of Bell Gardens, CA			◆
City of Bellflower, CA	◆	◆	◆
City of Belmont, CA		◆	◆
City of Blythe, CA		◆	◆
City of Brea, CA		◆	◆
City of Carpinteria, CA	◆		
City of Cerritos, CA		◆	◆
City of Chino Hills, CA		◆	◆
City of Claremont, CA		◆	◆
City of Coalinga, CA		◆	◆
City of Colton, CA			◆
City of Commerce, CA	◆		
City of Compton, CA	◆	◆	◆
City of Corona, CA	◆		
City of DeSoto, TX			◆
City of Dinuba, CA		◆	◆
City of El Centro, CA		◆	
City of El Cerrito, CA		◆	◆
City of El Monte, CA	◆	◆	◆
City of Emeryville, CA	◆		
City of Encinitas, CA		◆	◆
City of Fillmore, CA	◆	◆	◆
City of Fountain Hills, AZ		◆	

Willdan Financial Services 5 Year Cost of Services Study Experience			
Agency	**Impact Fee Study**	**User Fee Study**	**Cost Allocation Plan**
City of Fremont, CA	◆		
City of Galt, CA	◆		◆
City of Gardena, CA			◆
City of Garden Grove, CA	◆		
City of Gilroy, CA	◆	◆	◆
City of Glendale, AZ			◆
City of Hawthorne, CA	◆	◆	◆
City of Hayward, CA		◆	◆
City of Hesperia, CA			◆
City of Hollister, CA	◆		◆
City of Indian Wells, CA		◆	
City of Irvine, CA		◆	◆
City of Irwindale, CA	◆	◆	◆
City of La Mesa, CA	◆		
City of La Mirada, CA		◆	◆
City of La Puente, CA		◆	◆
City of Laguna Hills, CA	◆	◆	◆
City of Lake Elsinore, CA	◆	◆	◆
City of Lynwood, CA		◆	◆
City of Menifee, CA	◆		
City of Mission Viejo, CA		◆	◆
City of Missouri City, TX		◆	◆
City of Montebello, CA		◆	◆
City of Monterey Park, CA		◆	◆
City of Monterey, CA			◆
City of Morgan Hill, CA	◆		
City of Murrieta, CA	◆	◆	◆
City of Napa, CA		◆	◆
City of National City, CA		◆	◆
City of Oroville, CA	◆		◆
City of Pacifica, CA		◆	
City of Palm Desert, CA		◆	◆
City of Patterson, CA		◆	◆
City of Petaluma, CA	◆	◆	◆
City of Pismo Beach, CA	◆		
City of Pittsburg, CA	◆	◆	◆
City of Rancho Mirage, CA	◆		
City of Rialto, CA	◆		
City of Richmond, CA	◆	◆	◆
City of Rocklin, CA		◆	
City of Rosemead, CA	◆		

Willdan Financial Services 5 Year Cost of Services Study Experience			
Agency	**Impact Fee Study**	**User Fee Study**	**Cost Allocation Plan**
City of St. Helena, CA	◆	◆	◆
City of Salinas, CA	◆	◆	◆
City of San Anselmo, CA		◆	◆
City of San Bruno, CA	◆	◆	◆
City of San Fernando, CA	◆	◆	◆
City of San Jacinto, CA	◆	◆	◆
City of Santa Ana, CA		◆	◆
City of Sierra Madre, CA	◆		
City of Signal Hill, CA		◆	◆
City of Soledad, CA		◆	
City of South San Francisco, CA	◆		
City of Sunnyvale, TX			◆
City of Surprise, AZ			◆
City of Tehachapi, CA	◆		
City of Temecula, CA	◆		
City of Tulare, CA			◆
City of Twenty-Nine Palms, CA	◆	◆	◆
City of Union City, CA		◆	◆
City of Watsonville, CA		◆	◆
City of West Covina, CA		◆	◆
City of West Hollywood, CA		◆	◆
City of Yucaipa, CA		◆	◆
County of Los Angeles, CA	◆		
County of Riverside, CA	◆		
County of Sacramento, CA	◆		
County of San Benito, CA	◆	◆	
County of San Diego, CA	◆		
County of Stanislaus, CA	◆		
County of Tulare, CA	◆		
Kentuckiana Works, KY			◆
San Gorgonio Memorial Hospital, CA	◆		
Town of Loomis, CA	◆		
Town of Los Altos Hills, CA	◆	◆	◆
Town of Paradise Valley, AZ		◆	
Truckee Fire Protection District, CA	◆		

Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Our employees know and understand the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's modified budget policies and public service priorities.

Principal-in-Charge

Mr. **Chris Fisher** will administer the City of Cudahy project as the **Principal-in-Charge**. He will apply his extensive financial rate design/modeling experience and ability to clearly communicate results through the facilitation of numerous stakeholder forums. In this role, he will attend meetings and presentations, provide technical guidance, produce key study elements, and will be responsible for work deliverables.

Cost Allocation Plan and User Fee Study

Mr. **Tony Thrasher** will serve as the **Technical Project Manager** and primary contact for the Cost Allocation Plan and User Fee Study portion of the engagement. He will work closely with Mr. Fisher to develop the analyses under the City's scope of services and develop complete and accurate models that will best fit the project needs.

Ms. **Priti Patel** will provide **Analytical Support** as the project analyst**,** she will work closely with Mr. Fisher and Mr. Thrasher, and the City, to ensure that data is collected, interpreted, researched, and correctly entered into the model.

Mr. **Robert Quaid, CPA,** will provide quality assurance/quality control to this engagement in the role of **Quality Assurance/Technical Advisor.** Mr. Quaid will review the models as a third-party internal reviewer prior to their submittal to City staff.

His continual review of data entry and model development assures that the draft, and final products have been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes throughout the duration of the project.

Development Impact Fee Study

Mr. **James Edison**, Managing Principal, will serve as the **Project Manager** for the Development Impact Fee Study portion of the project. His responsibilities will include leading tasks, overseeing the quality of work products, and assuring timely completion of the project; as well as serve as the primary contact and will be present at key meetings. He has been selected for this role because of his familiarity with innovative approaches to funding public facilities and recent legislative and case-law changes that alter how California agencies can use the Mitigation Fee Act.

Mr. Edison is a former bond attorney, and an active member of the California State BAR. With this knowledge and expertise overseeing the City's project, he can be of assistance in advising, and addressing matters that are related to the review or preparation of a nexus study.

Mr. **Carlos Villarreal,** a Willdan project manager, will serve as **Lead Analyst** for the City's engagement. Mr. Villarreal will be responsible for data gathering and report writing for the Development Impact Fee update engagement. He will also be responsible for coordinating with the client to ensure that data gathering proceeds smoothly and minimizes the burden on client staff.

Resumes

Resumes for Willdan's project team are presented on the following pages.

Chris Fisher

Principal-in-Charge

Education

San Francisco State University, Bachelor of Science, Finance

Areas of Expertise

Cost of Service Analyses

Multi-disciplinary Team Management

Special District Formations

Client Presentations

Proposition 218

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Northern California

California Municipal Treasurers Association

20 Years' Experience

Mr. Chris Fisher, Vice President and Group Manager of Willdan's Financial Consulting Services group, will serve as Principal-in-Charge for the City of Cudahy's project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999, and during that time has managed an array of financial consulting projects for public agencies in California, Arizona, Colorado, Texas, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working on these projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services, including public safety.

Related Experience

City of Hayward, CA — Cost Allocation Plan and User Fee Study: Mr. Fisher served as the project manager for the City's full overhead cost allocation plan and OMB A-87 cost allocation plan, along with a comprehensive master user fee study. He worked with the City and Willdan staff to gather the necessary data and is overseeing Willdan's development of the cost allocation model. The City has a complicated and detailed budget and the cost allocation plan that Willdan developed is tailored to their structure and includes provision for several Internal Service Funds.

City of Salinas, CA — Comprehensive Fee Study and Full Cost Allocation Plan: Mr. Fisher served as the project manager for the City of Salinas engagement, to prepare an OMB A-87-compliant full cost allocation plan and comprehensive fee study for the development of a master list of fees. Mr. Fisher led an all-departments overview meeting, where the framework and general process was reviewed, and global practical and policy questions were addressed. Immediately following the overview meeting, individual meetings were held with representatives from each department to discuss their specific fee related activities and gather necessary information to update fees.

City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study: Willdan completed a cost allocation plan and user fee study for the City of Irvine. Mr. Fisher managed and provided quality assurance to this project, ensuring the accuracy of the models, as well as the final reports. He also presented the results to the City's Finance Commission and to the City Council.

City of DeSoto, TX – User Fee Study: Mr. Fisher served as the principal-in-charge for City's Comprehensive User Fee Study.

City of National City, CA – Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study: Mr. Fisher served as the principal-in-charge for the City of National City's Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee, and ISF Allocation Study.

City of Murrieta, CA – Cost Allocation and OMB Compliant Plan and Comprehensive User Fee Study: Mr. Fisher served as the project manager on the City's fee study. The primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds.

Sacramento Public Library Authority, CA — Cost Allocation Plan and OMB Circular A-87: In April 2014, as Project Manager, Mr. Fisher completed the final report for the Sacramento Public Library Authority. Throughout the project, he provided quality assurance to the project, which involved the development of a methodology for this unique venture. Mr. Fisher presented the final report to the Library Authority Board, as well as the Joint Powers Authority. An update to the CAP has just been completed and presented to the Board.

City of Union City, CA — Comprehensive Fee and Rate Study & Overhead Cost Allocation Plan: Mr. Fisher served as the principal-in-charge for the City's fee study. He oversaw the development of an overhead cost allocation plan, OMB compliant cost allocation plan, as well as a comprehensive user fee study.

C. Fisher
Resume Continued

City of Signal Hill, CA – Cost Allocation Plan and User Fee Study: As principal-in-charge, Mr. Fisher oversaw the development and review of a Full and OMB compliant cost allocation study and a comprehensive user fee and rate study for the City's master list of fees.

City of Petaluma, CA – Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Fisher served as project manager for the project team and provided oversight for this thorough and intensive study for the City of Petaluma.

City of Belmont, CA – Master Fee Study and Cost Allocation Refinement: Mr. Fisher served as the project manager for Willdan's work with the City of Belmont and the Belmont Fire Protection District's fee study. Willdan completed a Master Fee Study and an analysis and review of the existing Cost Allocation Plan for the City of Belmont, and a Fee and Rate Study for the Belmont Fire Protection District.

City of Pittsburg, CA —Cost Allocation Plan and User Fee Study: Mr. Fisher provided policy guidance and quality assurance to the City's update and development of a comprehensive user fee study for the development of a master user fee and rate schedule and a cost allocation plan to recover overhead costs related to central service activities.

City of West Covina, CA — Comprehensive Cost Allocation Plan and User Fee Study: Mr. Fisher served in the role of project manager for the City's engagement. The cost allocation plan developed will aid the City in the recovery of overhead costs related to central service activities.

City of Laguna Hills, CA — Comprehensive Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher oversaw the update of the City's general overhead allocation plan and cost-of-service user fees.

Tony Thrasher

Technical Project Manager – Cost Allocation Plan and User Fee Study

Education

Bachelor of Science in Economics; California State Polytechnic University, Pomona

Areas of Expertise

Cost Allocation Plans

Fiscal Analysis for User Fees and Rates

District Administration Services

Utility Rate Studies

11 Years' Experience

Due to his cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to serve as Technical Project Manager for the City's User Fee Analysis engagement. Currently, Mr. Thrasher is a Project Manager within the Financial Consulting Services group, whereby his responsibilities include managing projects and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

Related Experience

City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher is serving as the technical project manager for the City's Cost Allocation Plan and Comprehensive User Fee Study. He is working directly with the City contact throughout the engagement.

City of Mission Viejo, CA — Cost Allocation Plan and User Fee Study: Mr. Thrasher was assigned to work with the City on this project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

City of Hayward, CA — Cost Allocation Plan and User Fee Study: For this project, Mr. Thrasher provided analytical support, and was largely responsible for the development of the models. Primary duties include gathering and verifying necessary data, finalizing model figures and generating reports.

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Thrasher provided analytical support for this engagement. His primary duties were to work with City staff to gather data, provide assistance to the project manager, and produce reports.

City of Richmond, CA — Cost Allocation Plan & User Fee Study: Mr. Thrasher is serving as the project manager for the City of Richmond's fee study.

City of Salinas, CA — Full Cost Allocation Plan and Comprehensive Fee Study: Mr. Thrasher provided analytical support for the City of Salinas OMB A-87-compliant full cost allocation plan and comprehensive fee study engagement. He worked closely with City staff to gather and analyze data to produce reports, participated in multiple meetings, and assisted the City appointed Project Manager in the adoption of the new fees.

City of Indian Wells, CA — User Fee Study: Mr. Thrasher served as the technical project manager for the City's Administrative, Building, Planning and Public Works Departments. The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs cost recovery levels.

City of Cerritos, CA — Development Services User Fee Study: Mr. Thrasher served as the technical project manager for this engagement, whereby he designed micro-level allocation models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

City of DeSoto, TX – User Fee Study: Mr. Thrasher served as the technical project manager for City's Comprehensive User Fee Study.

City of Missouri City, TX – Comprehensive User Fee Study and Cost Allocation Plan: Mr. Thrasher served as the technical project manager for City's Fee Study.

City of Mesquite, TX –Cost Allocation Plan: Mr. Thrasher served as the technical project manager for City's Cost Allocation Study.

Priti Patel

Project Analyst – Cost Allocation Plan and User Fee Study

Education
Bachelor of Arts; Business Management, Information Systems and International Business, University of Cincinnati

Areas of Expertise
Cost Allocation Plans

User Fee Studies

Proposition 218

7 Years' Experience

Ms. Priti Patel is a Senior Analyst within the Financial Consulting Services group, whereby she supports project managers in conducting utility rate analyses, fee studies, cost allocation plans, monitoring Proposition 218 compliance, and forming special districts.

Coordinating and conducting activities associated with Cost Allocation Plans and User Fee Studies, including database integration and manipulation, revenue and expenditure analyses, and documentation preparation are just some of Ms. Patel's duties. With these duties, she interacts with clients on a regular basis.

Ms. Patel joined Willdan as an analyst with the District Administration Group, while with DAS she performed research and analysis needed for local government financial issues related to district administration, including document data entry and updating, database management, research and report preparation. She also provided general information on questions pertaining to Assessment Districts and special taxes (such as Mello-Roos Pools), as well as the status of property delinquencies. Ms. Patel came to Willdan with more than five years' experience as an Analyst.

Related Experience

City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Providing analytical support in the preparation of a cost allocation plan and comprehensive fee study. Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She is also assisting in the preparation of user-friendly Excel-based models that City staff can easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

City of Fillmore, CA — Full Cost Allocation Plan and User Fee Study: Ms. Patel helped develop a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. She assisted in the completion of the model and report and worked directly with senior staff to their feedback and revisions.

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel is currently providing support to senior team members in the preparation of a cost allocation plan, OMB compliant plan and comprehensive user fee study. The cost allocation plan is being used as a component of the comprehensive user fee study. The user fee study is in progress and expected to be completed in early 2017.

City of DeSoto, TX – User Fee Study: Ms. Patel served as the financial analyst for City's Comprehensive User Fee Study.

City of Missouri City, TX – Comprehensive User Fee Study and Cost Allocation Plan: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study.

City of Monterey, CA — Cost Allocation Plan: Ms. Patel is serving as the financial analyst for the City of Monterey Cost Allocation Plan and updates.

Kentuckiana Works, KY – Cost Allocation Plan: Mr. Patel is the financial analyst assigned to the Kentuckiana Works Cost Allocation Plan engagement.

Rainbow Municipal Water District, CA — Cost Allocation Plan and OMB Compliant Plan: Ms. Patel provided analytical support to ensure that the District's Cost Allocation Plan and OMB compliant cost allocation model and plan fairly allocated general and administrative overhead service costs to appropriate activities and departments.

City of Laguna Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study for the development of a master list of fees.

City of Lake Elsinore, CA — User Fee Study and Cost Allocation Plan: Ms. Patel is providing analytical support and gathering budget and allocation basis data for this engagement.

P. Patel
Resume Continued

City of National City, CA — Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study: Ms. Patel is providing analytical support in the preparation of this study, her primary duties include development of the models, finalizing model figures and results, and generating reports.

City of Yucaipa, CA — Cost Allocation Plan and Comprehensive User Fee Study: Provided analytical support in the preparation of a Cost Allocation Plan and OMB compliant cost allocation plan and comprehensive fee study for the development of a master list of fees. Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She also assisted in the preparation of user-friendly Excel-based models that City staff could easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

City of Dinuba, CA — Cost Allocation Plan Update and Utility Rate Study: Ms. Patel assisted with a utility rate study and a cost allocation plan update for the City. Duties included reviewing relevant documentation, gathering information related to indirect staffing and functions, assisting in the preparation of a comprehensive draft cost allocation model and plan, and testing and reviewing the model and results with project management staff.

Robert Quaid, CPA

QA / Technical Advisor – Cost Allocation Plan and User Fee Study

Education

Bachelor of Science, University of Southern California

Areas of Expertise

Fiscal Analysis for User Fees and Rates

Cost Allocation Plans

Acquisition Audit Services

Statutory Financial Reporting

Fund Audits

Quality Review of Community Facilities, Lighting & Landscaping, and Assessment Districts

Affiliations

California Society of Municipal Finance Officers

California Society of CPAs

Certifications/ Licenses

Certified Public Accountant

35 Years' Experience

With his 35 years of extensive experience in public financing, Mr. Robert Quaid has been selected to provide quality assurance/quality control in the role of technical advisor. In his position as a Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support, technical support, and quality review for Willdan's District Administration group, as well as the Financial Services Consulting group specific to cost allocation plans, user fee studies, and special financial analysis.

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. In 1979, Mr. Quaid became a licensed California CPA.

Related Experience

City of Thousand Oaks, CA — Cost Allocation Plan: Mr. Quaid served as project manager for the development of an OMB A-87 compliant cost allocation plan model using fiscal year actual costs as the basis for the allocations. He was responsible for the preparation of the Cost Allocation Plan report and provided cost allocation model training to City staff.

The objective of this project was to determine the appropriate allocation of indirect costs from City General Fund central service departments to the General Fund operating departments/programs and the non-General Fund departments/programs. The plan model included 16 allocation bases allocating costs to over 100 departments and divisions. Both full and OMB A-87 cost allocation models were delivered to the City. Willdan was awarded a four-year contract.

Cities of Fontana, Gardena and Hawthorne, CA — Cost Allocation Plan Projects: For each of these cities, Mr. Quaid served in the role of task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. He was responsible for the preparation of the cost allocation plan report and trained City staff on how to use the cost allocation model.

City of Rialto, CA — Comprehensive User Fee Study: Project manager for the Comprehensive User Fee Study to develop a user fee model in Microsoft Excel and update fees for Planning, Engineering, Building, Public Works, Recreation, Police, Fire, City Clerk, Treasurer and Finance.

City of Cathedral City, CA — Comprehensive User Fee Study: Mr. Quaid served as project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

Mr. Quaid has provided Quality Assurance and Quality Control to multiple clients throughout California. Provided below are a few examples of clients in which services have been provided in the previous three years.

- City of Belmont, CA
- City of Cerritos, CA
- City of Claremont, CA
- City of Coalinga, CA
- City of El Cerrito, CA
- City of Fillmore, CA
- City of Galt, CA
- City of Hayward, CA
- City of Indian Wells, CA
- City of Monterey, CA
- City of Petaluma, CA
- City of Rocklin, CA
- City of St. Helena, CA
- County of San Benito, CA
- City of San Bruno, CA
- Sacramento Public Library, CA
- City of Salinas, CA
- City of Union City, CA
- City of Watsonville, CA
- City of Yucaipa, CA

James Edison

Project Manager – Development Impact Fee Study

Education

Juris Doctorate, Boalt Hall School of Law, University of California, Berkeley

Master of Public Policy, Richard and Rhoda Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Professional Registrations

Member of State Bar, California

Licensed Real Estate Broker, California

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

20 Years' Experience

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison managed the update of the City's existing nexus study, which included general government, fire, police, parks and recreation, library and storm drain fee categories. The project scope included stakeholder outreach. The City has once again engaged Willdan to update their impact fees.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team updating the impact fee programs of the City of Alameda and creating a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study includes a range of facilities including public protection, library and parks, as well as a transportation facilities impact fee, with different fees calculated for two zones in the County.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

City of Pacifica, CA – Park Fee Update: Mr. Edison served as the City's project manager to update their park fee to include new costs and to impose fees for home expansion/remodels, in addition to new development.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy in from the communities of Stanislaus County and the County government itself.

J. Edison
Resume Continued

County of Imperial, CA – Solar Farm Fiscal and Economic Analysis: Mr. Edison was engaged by the County of Imperial to evaluate the fiscal and economic impacts of a series of proposed solar-voltaic facilities (or "solar farms") on land near the Town of Calipatria, which is within the County. For each, Mr. Edison calculated the tax revenues and service expenditures accruing to the County from development of the project. He also estimated the economic impacts of the project using IMPLAN, including the impact of the construction and ongoing operation of the solar farm, along with the negative impact of the removal of the project site from agricultural production.

City of Foster City, CA – Gilead, Chess Drive, and Mirabella Fiscal Impact Studies: The City of Foster City hired Mr. Edison to provide an evaluation of the fiscal impact of three specific plans in the City. He evaluated the impact on services of each plan, the anticipated new revenues and expenditures, and the necessity for new public facilities to serve the projects.

City of Vallejo, CA – Costco Expansion Urban Decay, Economic and Fiscal Impact Analysis: In response to the City of Vallejo's request, Mr. Edison examined the economic impact of a proposed expansion of an existing Costco. The analysis included projections of the impact on sales tax, employment, property tax and the net impact to the City's budget. Based on the analysis, the City Planning Commission approved the Costco expansion.

City of Vallejo, CA – Service Island Annexation Fiscal Impact Analysis: The City of Vallejo engaged Mr. Edison to provide an analysis of the fiscal impact of the annexation of three unincorporated areas within the boundaries of the City of Vallejo, areas commonly called "service islands." Solano County LAFCO requested the City examine the impact of annexation as part of a larger annexation proposal by the City. He provided an examination of the fiscal implications of the annexation of each area, including population, business activity, and the likely revenues and costs associated with adding each area to the City.

County of Placer, CA – Bohemia Lumber Site, Fiscal Impact and Urban Decay Analysis: The County of Placer engaged Mr. Edison to examine the fiscal impact and potential urban decay effects from the development of the former Bohemia Lumber site into a retail center. Mr. Edison prepared the analysis and presented the results to the County Board of Supervisors.

City of Redding, CA – Oasis Towne Centre Financing and Fiscal/Economic Impact Analysis: Hired by the Levenson Development Company (LDC) to assist with an economic/fiscal impact study and a financing plan for the Oasis Towne Center, a retail development of approximately one million square feet in Redding, California. Mr. Edison advised LDC on how to structure the financing of the development to provide public benefits for the project and minimize the need for public resources. He prepared an economic and fiscal analysis and negotiated a series of service plans and fiscal mitigation measures with the City of Redding. Mr. Edison also prepared a financing plan for infrastructure needed not only for the immediate project but also for development within the entire Oasis Road Specific Plan area.

Carlos Villarreal

Lead Analyst - Development Impact Fee Study

Education

Master of Public Policy, Richard and Rhoda Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

Areas of Expertise

Fiscal Impact Analyses

Development Impact Fees

Public Facilities Financing Plans

GIS Analysis

14 Years' Experience

Mr. Carlos Villarreal is proposed to serve in the role of lead analyst for the City of Cudahy's engagement due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types, including, but not limited to transportation, parks, library, fire, law enforcement and utilities.

Related Experience

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as project manager for a study to update the City's existing nexus study, including general government, fire, police, parks and recreation, library and storm drain fee categories. The project scope included stakeholder outreach. The City has once again engaged Willdan and Mr. Villarreal is serving as the project manager on the project.

City of Santa Clara, CA – Parks Fee Update: As assistant project manager to Mr. Edison, Mr. Villarreal collected the necessary data to update the City's park impact fee. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Upland, CA – Impact Fee Study Update: Conducted a study to update the City's impact fee program, including general government, regional transportation, water, sewer, storm drain and park fees. Traffic fees were established within the San Bernardino Associated Governments' (SANBAG) guidelines to provide a local funding source for improvements of regional significance.

City of Alameda, CA – Development Impact Fee Update: Mr. Villarreal served as the lead project analyst for this engagement to update the City's impact fee program. He coordinated with the City to gather the pertinent data for the project, and was instrumental in preparing the nexus study, in addition to participating in the presentation to stakeholders and the City Council

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

County of San Benito, CA – Comprehensive Impact Fee Study: In the role of project manager, Mr. Villarreal assisted the County of San Benito with the preparation of an updated and expanded impact fee program. The fee programs included: 1) Capital Improvements Impact Fee; 2) Road Equipment Impact Fee; 3) Fire Mitigation Impact Fee; and 4) Park and Recreation Impact Fee.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

Kern Council of Governments, CA – Regional Alternative Funding Program: Mr. Villarreal served in the role of project manager for the establishment of this program, which consisted of a deficiency analysis and nexus study to fund transportation projects in Kern County.

C. Villarreal
Resume Continued

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

Rodeo-Hercules Fire Protection District, CA – Fire Impact Fee Update: Mr. Villarreal served as project manager for the District's fire impact fees update. The fee will be charged in two jurisdictions, the City of Hercules and the unincorporated community of Rodeo. The fees were adopted by the City Council in September 2009 and were presented to the Board of Supervisors in December 2009. At present, Mr. Villarreal is assisting the District with an update to their fire impact fee.

City of Sierra Madre, CA – Public Facilities Fee Study: Willdan was retained to prepare impact fee documentation for the City of Sierra Madre. The impact fee documentation included several fee categories, including a park facilities fee and a Quimby In-Lieu Fee for parkland dedication. The analysis documented two separate park-related fees; one based on the Quimby Act and the other based on the Mitigation Fee Act. The City would collect the fee based on a standard of 3.0 acres per 1,000 residents if the development was subject to the Quimby Act land dedication requirement. For all other development, the City would collect based on the existing standard through the Mitigation Fee Act. The City would only collect one of the two fees depending on which fee was appropriate.

References

Below are recent project descriptions, including client contact information, that are similar in nature to those requested by the City of Cudahy engagement. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines.

Cost Allocation Plan and User Fee Study

City of Lynwood, CA
Cost Allocation Plan, OMB Compliant Plan, and User Fee Study

Willdan prepared a Cost Allocation Plan, OMB Compliant Cost Allocation Plan, and User Fee Study for the City of Lynwood. Willdan developed a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. This portion of the project involved the development of two models: a full Cost Allocation Plan and an OMB compliant Cost Allocation Plan. The OMB compliant Plan was developed using the same model, utilizing a toggle to remove previously flagged costs that would not be allocable under OMB guidelines.

Utilizing the full CAP, Willdan completed the comprehensive user fee study. Willdan completed both studies concurrently, in a manner that fully identifies and takes into account direct and indirect costs, along with changes in staffing, structure, and methods of service delivery.

Since the completion of the original study, Willdan has been selected to complete annual updates of the Cost Allocation Plan and User Fees.

Client Contact:	Mr. Jose Ometoetl, City Manager 5275 Orange Avenue, Lynwood CA 90630 Tel #: (310) 603-0220 | Email: jometeotl@lynwood.ca.us

City of Claremont, CA
Comprehensive User Fee Study and Full Cost Allocation Plan

Willdan was engaged to prepare for the City of Claremont a Cost Allocation Plan and Comprehensive User Fee Study. Willdan developed a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. Our primary objective for the cost allocation study was to ensure that general government costs are fairly and equitably allocated to appropriate programs and funds, based on tailored and well thought out allocation factors.

Willdan reviewed and analyzed existing user fee programs, and based upon conversations with staff, made suggestions, as necessary, for fees that may need to be added to the City's fee schedule for which fees were not currently being charged. Utilizing the full CAP, the comprehensive user fee study phase was completed with full interviews and being conducted on site, and a comprehensive fee model developed.

Client Contact:	Mr. Adam Pirrie, Finance Director 207 Harvard Avenue, Claremont CA 91711 Tel. #: (909) 399-5328 | Email: APirrie@ci.Claremont.ca.us

City of Chino Hills, CA
Full Cost Allocation Plan and Comprehensive User Fee Study

The City of Chino Hills engaged Willdan to complete a comprehensive Cost Allocation Plan and Comprehensive User Fee Study. Willdan staff met with City staff to verify the City's objectives for the study, independently gathered most of the necessary data for the development of the CAP model and methodology and worked directly with City staff to gather additional detail or clarify information where necessary. We worked City staff to understand the various functions served by indirect staff in various City departments, and which operating departments or funds they served. We worked directly with City staff to develop and verify allocation bases and make adjustments through several iterations of the CAP model as necessary.

We developed a cost of service analysis and model that updated existing fees and incorporated new fees and used it to create an updated comprehensive fee schedule.

Client Contact:	Ms. Christa Buhagiar, Finance Director 14000 City Center Drive, Chino Hills, CA 91709 Tel. #: (909) 364-2642 | Email: cbuhagiar@chinohills.org

Development Impact Fee

County of Riverside, CA
Comprehensive Impact Fee Study

Willdan assisted the County of Riverside with an update of its comprehensive impact fee program. The fee categories were broad and diverse including countywide facilities such as jail detention facilities and county parks and trails; unincorporated only facilities such as fire stations and libraries; and County planning area specific facilities including storm drain and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County due to separation by distance, as well as varying level of facilities by region.

The process was lengthy, involving significant efforts to inform staff of methodological differences between the Willdan methodology and the methodology of the previous consultant.

Willdan has recently, through competitive bid, been selected to update the Development Impact Fees.

Client Contact: Ms. Serena Chow, Administrative Services Manager
3403 10th Street, Suite 400, Riverside, CA 92501
Tel #: (951) 555-6619 | Email: schow@rivcoeda.org

City of Garden Grove, CA
Development Impact Fee Study

Willdan completed the City of Garden Grove's development impact fee study, which involved an update to the existing transportation and park and recreation facilities, and the creation of a storm drain fee. The park and recreation facilities fee included a Quimby Fee Act component charged to development occurring within subdivisions.

The analysis accounted for a moderate amount of growth within the City through the study's 2030 planning horizon, with much of the projected growth occurring as infill development. The project also included responses to concerns raised by the development community.

Client Contact: Mr. Ana Vegara-Neal, Senior Administrative Analyst
11222 Acacia Parkway, Garden Grove, CA 92842
Tel #: (714) 741-5176 | Email: anar@ci.garden-grove.ca.us

City of Pismo Beach, CA
Development Impact Fee Study

Willdan assisted the City of Pismo Beach with an update to their impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic and general government/administrative facilities. This project was warranted due to the amount of time that had elapsed since the prior update, coupled with the adoption of new and revised public facility master plans that complemented the updated impact fees.

Prior to fee program adoption, Willdan held a stakeholder meeting to inform the public about the project, and to solicit feedback from the development community.

Client Contact: Ms. Nadia Feeser, Administrative Services Director
760 Mattie Road, Pismo Beach, CA 93449
Tel #: (805) 773-7010 | Email: nfeeser@pismobeach.org

Combined Studies

County of San Benito, CA
Comprehensive Impact Fee Study & User Fee Study

The Willdan prepared a Comprehensive User Fee Study for the County of San Benito. Willdan reviewed existing user fee programs, and based upon conversations with staff, made suggestions, as necessary, for fees that may need to be added to the County's fee schedule for which fees were not currently being charged. We developed a cost of service analysis and model that updated existing fees and incorporated new fees and that were used to create an updated comprehensive fee schedule.

Willdan has assisted the County of San Benito with their development impact fees since 2007. Most recently, we updated and expanded the impact fees charged by the County on new development. Willdan prepared the study and presented the results at a stakeholder meeting and before the County Board of Supervisors. The fee categories included: 1) Capital Improvements Impact Fee, including the Law Enforcement Fee and the Jail and Juvenile Hall Fee; 2) Road Equipment Impact Fee; 3) Fire Mitigation Impact Fee; and 4) Park and Recreation Impact Fee.

Full Project Client Contact: Ms. Dulce Alonso, Management Analyst
481 4th Street, 1st Floor, Hollister, CA 95023
Tel #: (831) 636-4000 | Email: dalonso@cosb.us

City of Laguna Hills, CA
Cost Allocation Plan Update, Comprehensive User Fee Study & Park Impact Fee Study

The City of Laguna Hills was seeking an outside consultant to complete a review and update of their current cost allocation plan and the preparation of a comprehensive user fee study for the development of its master list of fees. Our primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds, which are based on tailored and well thought out allocation factors. For the Fee Study, the primary objective was to ensure that fees for requested services were calculated to account for the full cost of providing the services, and set appropriately, given City policy and financial objectives.

Upon completion of the update to the cost allocation plan, Willdan utilized the final report to complete the comprehensive user fee study.

Willdan also assisted the City of Laguna Hills with the revision and updating of its park impact fee in 2015. The City had two primary goals specific to this engagement. First, the overall program had to be updated to reflect current demographics and park facility costs. Second, the City up to that point had relied exclusively on fees under the Quimby Act, which did not apply to projects subject to the Subdivision Map Act. The City had received proposals for several large apartment complexes that would be exempt from Quimby, and therefore asked Willdan to provide a fee program based on the *Mitigation Fee Act*.

Willdan updated the City's demographic data and facility planning in order to properly update the Quimby Fee and implement an MFA impact fee. The project team then calculated the applicable impact fees for single family and multi-family dwelling units and prepared a nexus study that documented the fees and the necessary legal findings under both applicable Acts.

User Fee & CAP Client Contact: Ms. Janice Mateo-Reyes, Finance Manager
24035 El Toro Road, Laguna Hills, CA 92653
Tel #: (949) 707-2623 | Email: JReyes@ci.laguna-hills.ca.us

Impact Fee Study Client Contact: Mr. David Chantarangsu, AICP
Community Development Director
24035 El Toro Road, Laguna Hills, CA 92653
Tel #: (949) 707-2670 | Email: dchantarangsu@lagunahillsca.gov

Schedule of Fees

Not to Exceed Fee

Willdan Financial Services ("Willdan") proposes a ***not-to-exceed fixed fee of $84,860*** for the Cost Allocation Plan, User Fee Study, and Development Impact Fee Study engagement. The tables below provide a breakdown of each fee by task and project team member.

Cost Allocation Plan

Based on the corresponding work plan identified within the scope of services, we propose a ***not-to-exceed fixed fee of $11,745*** to prepare a Full and OMB Compliant Cost Allocation Plan.

City of Cudahy
Cost Allocation Plan

Fee Proposal

	C. Fisher Principal-in-Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total Hours	Total Cost
	$ 250	$ 185	$ 125	$ 210		
Scope of Services						
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	$ 310
Task 2: Kick-off /Refine Scope	1.0	1.0	2.0	-	4.0	685
Task 3: Gather Staffing Information, Develop Cost Allocation Plan Model	1.0	6.0	16.0	-	23.0	3,360
Task 4: Test and Review Cost Allocation Methodology	2.0	4.0	8.0	1.0	15.0	2,450
Task 5: Prepare and Present Draft Report	2.0	2.0	12.0	1.0	17.0	2,580
Task 6: Discuss and Revise Report	1.0	2.0	4.0	-	7.0	1,120
Task 7: Prepare and Present Final Report/Train Staff on Model	1.0	4.0	2.0	-	7.0	1,240
Total – Full Cost Allocation Plan	**8.0**	**20.0**	**45.0**	**2.0**	**75.0**	**$ 11,745**

User Fee Study

Based on the corresponding work plan identified within the scope of services, we propose a ***not-to-exceed fixed fee of $24,935*** to prepare a User Fee Study.

City of Cudahy
User Fee Study

Fee Proposal

	C. Fisher Principal-in-Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total Hours	Total Cost
	$ 250	$ 185	$ 125	$ 210		
Scope of Services						
Task 1: Initial Document Request	-	1.0	2.0	-	3.0	$ 435
Task 2: Compile Inventory of Current and Potential Fees	-	1.0	2.0	-	3.0	435
Task 3: Kick-off /Refine Scope	1.0	1.0	2.0	-	4.0	685
Task 4: Develop User Fee Model	-	4.0	12.0	-	16.0	2,240
Task 5: Time Survey Interviews and Information Gathering	4.0	8.0	8.0	-	20.0	3,480
Task 6: Common Fees Comparison	1.0	4.0	12.0	-	17.0	2,490
Task 7: Data Analysis and Final Fee and Rate Schedule	2.0	8.0	32.0	2.0	44.0	6,400
Task 8: Prepare and Present Draft Report	2.0	6.0	16.0	1.0	25.0	3,820
Task 9: Revise Draft/Determine Cost Recovery Levels	1.0	8.0	8.0	2.0	19.0	3,150
Task 10: Prepare and Present Final Report/Train Staff on Model	2.0	5.0	3.0	-	10.0	1,800
Total – User Fee Study	**13.0**	**46.0**	**97.0**	**5.0**	**161.0**	**$ 24,935**

Development Impact Fee Study

Based on the corresponding work plan identified within the scope of services, we propose a ***not-to-exceed fixed fee of $48,180*** prepare a Development Impact Fee Study***. This assumes an update of five of the City's existing fees.***

City of Cudahy Development Impact Fee Study Fee Proposal		J. Edison Project Manager $ 240	C. Villarreal Senior Analyst $ 165	Total Hours	Total Cost
Scope of Services					
Task 1:	Identify and Resolve Policy Issues	10.0	22.0	32.0	$ 6,030
Task 2:	Identify Existing Development and Future Growth	12.0	20.0	32.0	6,180
Task 3:	Determine Facility Standards	10.0	20.0	30.0	5,700
Task 4:	Determine Facilities Needs and Costs	8.0	28.0	36.0	6,540
Task 5:	Identify Funding and Financing Alternatives	8.0	14.0	22.0	4,230
Task 6:	Comparison	8.0	14.0	22.0	4,230
Task 7:	Calculate Fees and Prepare Report	8.0	14.0	22.0	4,230
Task 8:	Meetings	24.0	32.0	56.0	11,040
Total – Development Impact Fee Study					**$ 48,180**

Notes

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- The cost of preparing the Fee Study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Development Impact Fee Limitations

- Our fees stated in the Development Impact Fee Budget include attendance at a total of four in-person meetings with City staff, stakeholders, and City Council. Attendance at more than four in-person meetings shall be billed at our current hourly rates, provided below.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the Hourly Rates table listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

Examples of Additional Services include:

- Additional analysis based on revised assumptions requested by the City, including possible changes in Facilities needs list, infrastructure costs, populations projections, and related data once preparation of draft administrative report has been approved;
- Negotiations with stakeholders once the report has been prepared (beyond the four meetings included in the proposal); and
- Time expended related to obtaining data assigned to City under "City Staff Support", as stated in our work plan.

Additional Professional Services

Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	**Team Member**	**Hourly Rate**
Group Manager	Chris Fisher	$250
Managing Principal	James Edison	$240
Principal Consultant	Bob Quaid	$210
Senior Project Manager	Tony Thrasher	$185
Project Manager	Carlos Villarreal	$165
Senior Project Analyst		$135
Senior Analyst	Priti Patel	$125
Analyst II		$110
Analyst I		$100

WILLDAN

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www.willdan.com

REQUEST FOR PROPOSALS

FULL COST ALLOCATION PLAN AND USER FEE STUDY

December 18, 2017

City of San Jacinto
595 S San Jacinto Avenue
San Jacinto, California 92583

December 18, 2017

REQUEST FOR PROPOSAL

The City of San Jacinto (City) is inviting proposals from qualified consulting firms to provide a comprehensive Full Cost Allocation Plan and a Comprehensive User Fee Study. To be considered for this contract, your firm must meet the qualifications and satisfy the requirements as stated in the Request For Proposal (RFP).

Time Schedule:

The following is the City's tentative schedule for the selection of consulting firm:

RFP Released:	December 18, 2017
Proposals Due:	January 11, 2018
Presentations/Interviews if necessary:	Week of January 22, 2018
Finalist(s) Selected:	Week of January 29, 2018
Contract approved by City Council:	February 6, 2018
Preliminary Report Due:	March 29, 2018
Project completion:	May 31, 2018

Proposal must be submitted (either physically or electronically) prior to 5:00 p.m. on January 11, 2018. If physical submission, proposer must send four (4) sealed physical copies, titled "Full Cost Plan and User Fee Study" to:

City of San Jacinto
Attn: Tom Prill
595 S. San Jacinto Avenue
San Jacinto, CA 92583

Electronic proposals: tprill@sanjacintoca.us

All questions regarding this RFP must be directed to Tom Prill, Finance Director at tprill@sanjacintoca.us.

Contact with the City of San Jacinto personnel other than those listed above regarding this RFP may be grounds for elimination from the selection process.

Sincerely,

Tom Prill
Finance Director

1. Request Summary

The City of San Jacinto desires to undertake the preparation of a Full Cost Allocation Plan (an OMB 2 CFR Part 225 Cost Allocation Plan is desirable, as a supplemental part of the Cost Allocation Plan) (collectively "Plan") and a comprehensive review and evaluation of citywide user fees ("Fee Study"). To that end, the City is seeking to engage the services of a qualified professional firm experienced in cost recovery to prepare both reports.

The Services are anticipated to commence in February 2018 with preliminary reports from the selected consultant due in March 2018. The public hearing on the City's Master Fee schedule should occur in April 2018 and adoption by May 2018.

2. Introduction

A. Background

The City of San Jacinto was established in 1888 as a corporation. The City is governed by a five-member elected City Council and an appointed City Manager to oversee day to day operations. The powers of the City of San Jacinto are vested in its City Council.

San Jacinto has a population of approximately 47,500. There are approximately 43 full-time equivalent employees. The City's fiscal year 2017-2018 operating budget for its General Fund is approximately $17.7 million.

The City does not have a full cost allocation plan and OMB 2 CFR Part 225 Plan for federal grant reimbursement charges. Current cost allocation plans are primarily based upon a combination of direct and indirect charges.

The last User Fee Study was performed prior to 2005.

B. Objective

Full Cost Allocation Plan

The purpose of this project is to ensure that the City of San Jacinto has a basis of applying comprehensive overhead rates and is accurately accounting for the true cost of providing various services by each department. Furthermore, best practices, accounting standards and OMB 2 CFR Part 225 make it necessary for the City of San Jacinto to maintain a well-documented cost allocation plan that will help it to appropriately allocate general and administrative costs in its budget; properly identify overhead rates that can be used in the calculation of billable hourly rates for federal and state grants, user fees, and reimbursements from other governmental agencies.

User Fee Study

Similar to most cities in California, the City made a number of organizational changes during the recessionary period in 2008 and 2009 to maintain as many services as possible with decreased resources. As a result, the City was required to create efficiencies and eliminate certain processes. Consequently, the underlying activities upon which the previous user fee study was performed have changed. As such, the City wishes to examine whether a reasonable relationship exists between its cost of providing services and its current fees, with a consideration to the compliance requirements under Proposition 218 and Proposition 26.

C. General RFP Submittal Information

The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest to request additional information or clarification from those that submit proposals, or allow corrections for errors or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all proposers that have responded to the RFP by the deadline.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and consultant selected.

The preparation of the RFP will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding proposers for any expense incurred in the preparation of proposals in response to the RFP. All proposals submitted to the City shall become properties of the City and will not be returned.

The City reserves the right to reject any or all proposals, in whole or in part, to waive any informality in any proposal, and to accept the proposal which, in its discretion is in the best interest of the City.

3. Scope of Services

Project tasks shall include, but are not necessarily limited to, the following.

Full Cost Allocation Plan

Prepare the City's full Cost Allocation Plan (OMB Cost Allocation Plan as optional supplement), which may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

A. Work and meet with City staff to refine the project scope, purpose, uses and goals for the City's Cost Allocation Plan to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the study.

B. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the

collection of fees, rates, and charges by public entities including but not limited to, the State Controller's Office Guidelines for Cost Claiming and OMB 2 CFR Part 225 standards.

C. Determine the appropriate General and Administrative overhead allocations to City activities and applicable overhead rates for use in calculating the City's billable hourly rates. The requirements for the model should allow for:

- **a.** Additions, revisions, or removal of direct and overhead costs so that the full cost allocation plan can be easily adapted to a range of activities, both simple and complex.
- **b.** The ability of the City to continuously update the model and full cost allocation plan from year to year as the organization changes.
- **c.** The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).

D. Report on other matters that come to your attention in the course of your evaluation that, in your professional opinion, the City should consider.

E. Present the plan to the City's management group and make necessary adjustments as requested.

F. If called upon to do so, prepare and deliver presentations to the Council to facilitate their understanding of the plan and its implications to the City.

G. Work with the Finance Department in developing service provisions, cost categories and allocation criteria for current and future programs.

H. Provide a computer based model in Microsoft Excel for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. It is anticipated that the consultant will provide the following work product:

- Provide a final report and provide five (5) bound copies.
- One (1) unbound copy.
- One (1) Microsoft Excel and PDF file of the Cost Allocation Plan that can be made available to City staff.
- Models, tables and graphs should be provided in Microsoft Excel.

I. Consult with City staff should the need arise to defend the cost allocation plan as a result of audits or other challenges.

User Fee Study

Prepare a User Fee Study for the City, which may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's

proposal.

A. Work and meet with the City staff to refine the project scope, purpose, uses and goals of the City's User Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the study.

B. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a comprehensive review of the City's existing fees, rates and charges.

C. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates and charges by public entities including, but not limited to, Proposition 218 and Proposition 26.

D. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where perhaps the City should charge in light of the City's practices, or the practices of similar or neighboring cities.

E. Recommend potential new fees and charges for services that the City currently provides but does not have any fees and/or charges established. Recommendations should be based on practices by surrounding cities that may charge for similar services, industry best practices, or the consultant's professional opinion.

F. Recommend appropriate fees and charges based on the firm's analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

G. Prepare a report that identifies each fee service, it full cost, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost and the overhead cost for each service.

H. Prepare a report that identifies the present fees, recommended fees, percentage change, cost recover percentage, revenue impact and fee comparison with other Riverside County cities or other California cities that are comparable to the City of San Jacinto. A survey of comparison of rates and fees with similar cities is required.

I. Report on other matters that come to the Consultant's attention in the course of the evaluation that, in the Consultants' professional opinion, the City should consider. The Consultant may recommend other tasks it deems appropriate to achieve the objectives set forth in this RFP.

J. Provide a computer based model in Microsoft Excel for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs.

K. Prepare and deliver presentations to the City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested. It is anticipated that the consultant will provide the following work product:

- Provide a final report and provide five (5) bound copies.

- One (1) unbound copy.
- One (1) Microsoft Excel and PDF file of the User Fee Study that can be made available to City staff.
- Models, tables and graphs should be provided in Microsoft Excel

L. Provide on-site training to enable staff to update fees on an annual basis.

M. Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

4. <u>Proposal Outline to be submitted</u>

The proposal shall be organized and submitted with the following elements:

- Cover page
- Table of Contents
- Executive Summary
- Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader for the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers.
- Questionnaire/Response to Scope of Services (see section #5)
- Proposer shall provide response information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.
- Attachments

5. <u>Questionnaire</u>

A. Company and General Information

a. Company name and address

b. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.

c. General information about the primary contact that would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

B. Qualifications and Experience of the Firm

a. Describe your firm's history and organizational structure. Include the size of the firm,

location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.

b. What is the primary business of the parent company and/or affiliates?

c. Which office(s) of your organization will have primary responsibility for managing the Full Cost Allocation Plan?

d. Which office(s) of your organization will have primary responsibility for managing the User Fee Study?

e. What is your firm's experience preparing Full Cost and OMB 2 CFR Part 225 Cost Allocation Plans? Identify the Plans prepared by your firm in the last five years. Include the type of plan prepared (i.e. Full Cost, OMB 2 CFR Part 225, etc.)

f. What is your firm's experience conducting User Fee Studies? Identify the studies performed by your firm in the last five years.

g. Comment on other areas that may make your firm different from your competitors.

C. Qualifications and Experience of Proposed Project Team

a. Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they may have worked with in the past three years and their level of involvement.

b. Identify and provide the resume(s) of the personnel who will be assigned to this project.

D. Questions/Response to Scope of Service

a. Describe the methods by which your firm will fulfill the Full Cost Allocation Plan and User Fee Study requested in the Scope of Services (Section 3). In responding to the Scope of Services, please be thorough in describing your firm's methodology for completing Full Cost Allocation Plan and User Fee Studies, and how your firm will address all services identified in the Scope of this request.

b. Provide a statement of the service(s) that differentiate your firm from other respondents.

E. Fees. Please provide three (3) copies in a separate envelope marked "Fees"

a. Provide your fees for the proposed services. Fee quotes should be detailed by service.

b. The fee should include preparation of the Full Cost Allocation Plan (including a supplement for an OMB 2 CFR Part 2255 Cost Allocation Plan) and a User Fee Study.

c. Outline billing and payment expectations, including timing and method of payment.

d. Describe any remaining fees not already detailed above.

e. Present a specific "not to exceed" fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel).

F. References

a. Provide a list of the municipal agencies for which the respondent has conducted a Full Cost

Allocation Plan and a User Fee Study within the past three years.

b. The Consultant should provide a list of at least three municipal agencies for each component of the RFP under consideration by the City.

c. Provide the following information for three projects that are similar in size and scope to the project requested by this proposal:
   i. Name, address, and telephone number of the agency
   ii. Time period
   iii. Brief description of the scope of the review
   iv. Recommended procedures
   v. Reference contact name and telephone number.

G. Implementation Schedule

Include an implementation schedule with a preliminary report delivery date by March 29, 2018 and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

H. Insurance Requirements

The City will require the successful Consultant to acquire and maintain workers' compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability and professional liability insurance coverage relating to Consultant's services to be performed covering the City's risks in a form subject to the approval of the City Attorney and/or City's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

WORKER'S COMPENSATION - During the term of this Agreement, Contractor shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONTRACTOR may have for worker's compensation.

GENERAL LIABILITY AND AUTOMOBILE INSURANCE - Contractor shall obtain, at its sole cost, and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of $1,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insureds will be called upon to cover a loss covered thereunder; and (4) insurance shall be provided by an, at least, A-7 rated company.

PROFESSIONAL LIABILITY INSURANCE - During the term of this Agreement, Contractor shall maintain an Errors and Omissions Insurance policy in the amount of not less than $1,000,000.

CERTIFICATES OF INSURANCE - Contractor shall file with CITY'S City Clerk upon the execution of

this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City Clerk prior to the effective date of such cancellation, or change in coverage.

6. Evaluation of Proposals

The project's core implementation team, comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City Team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed. During the evaluation period, the team may elect to interview some or all of the proposing firms.

The final selection will be the firm which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

Consultants will be objectively evaluated based on their responses to the project scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of the City.

Proposals will be evaluated based on the following criteria:

A. Thoroughness and understanding of the tasks to be completed.
B. Background and experience in organizational analysis evaluation.
C. Staff expertise and overall experience of personnel assigned to the work.
D. Time required to accomplish the requested services.
E. Responsiveness to requirements of the project.
F. Recent public sector experience, preferably in municipal setting, conducting similar studies.
G. Costs.

Although price for the services will be an important part of the consideration for award of the project, the City will consider the consultant's qualifications, expertise and level of professional service and advice in the award of the project.

REQUEST FOR PROPOSALS

DEVELOPMENT IMPACT FEE STUDY AND ANALYSIS

December 18, 2017

City of San Jacinto
595 S San Jacinto Avenue
San Jacinto, California 92583

December 18, 2017

REQUEST FOR PROPOSAL

The City of San Jacinto (City) is inviting proposals from qualified consulting firms to provide a comprehensive Development Impact Fee Study and Analysis. To be considered for this contract, your firm must meet the qualifications and satisfy the requirements as stated in the Request For Proposal (RFP).

Time Schedule:

The following is the City's tentative schedule for the selection of consulting firm:

RFP Released:	December 18, 2017
Proposals Due:	January 11, 2018
Presentations/Interviews if necessary:	Week of January 22, 2018
Finalist(s) Selected:	Week of January 29, 2018
Contract approved by City Council:	February 6, 2018
Preliminary Report Due:	March 29, 2018
Project completion:	May 31, 2018

Proposal must be submitted (either physically or electronically) prior to 5:00 p.m. on January 11, 2018. If physical submission, proposer must send four (4) sealed physical copies, titled "Development Impact Fee Study and Analysis" to:

City of San Jacinto
Attn: Tom Prill
595 S. San Jacinto Avenue
San Jacinto, CA 92583

Electronic proposals: tprill@sanjacintoca.us

All questions regarding this RFP must be directed to Tom Prill, Finance Director at tprill@sanjacintoca.us.

Contact with the City of San Jacinto personnel other than those listed above regarding this RFP may be grounds for elimination from the selection process.

Sincerely,

Tom Prill
Finance Director

1. Introduction

The City of San Jacinto (City) is seeking professional consulting services to conduct nexus studies to determine appropriate Development Impact Fees (Impact Fees) that meet the requirements of the Mitigation Fee Act (the "Act") (California Government Code sections 66000 *et seq*). Accordingly, the City desires to engage a consultant to examine existing fees and prepare updated nexus studies for those existing fees. In addition, the selected consultant is requested to identify and recommend new fees for adoption FY 17/18. The City will consider potential new fees identified by the consultant and, if selected, request consultant to prepare the appropriate nexus study or studies.

The City intends to award a contract to a qualified consultant that has a history of successfully performing services on similar Impact Fees studies.

A. Background

The City of San Jacinto was established in 1888 as a corporation. The City is governed by a five-member elected City Council and an appointed City Manager to oversee day to day operations. The powers of the City of San Jacinto are vested in its City Council.

The City of San Jacinto is located in Riverside County and occupies approximately 26 square miles and has approximately 47,500 residents. The City's fiscal year 2017-2018 operating budget for its General Fund is approximately $17.7 million. New commercial, industrial and residential construction within the City will increase the service population and, therefore, the demand for new facilities.

The City's existing Impact Fees can be categorized as: (i) Traffic Infrastructure Fees; (ii) City Hall and Public Works Facilities Fees; (iii) Fire Facilities Fees; and (iv) Police Facilities Fees.

As a participant in specific regional programs, the City imposes the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) and the local development fee for Multiple Species Habitat Conservation Plan (MSHCP) fee. Evaluation of these regionally-based fees are outside the scope of this RFP and should not be included in the responses to this RFP.

The City Council has recognized that a formal analysis and determination of appropriate Impact Fees is prudent and necessary to address the impacts of future growth.

B. General RFP Submittal Information

The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest to request additional information or

clarification from those that submit proposals, or allow corrections for errors or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all proposers that have responded to the RFP by the deadline.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and consultant selected.

The preparation of the RFP will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding proposers for any expense incurred in the preparation of proposals in response to the RFP. All proposals submitted to the City shall become properties of the City and will not be returned.

The City reserves the right to reject any or all proposals, in whole or in part, to waive any informality in any proposal, and to accept the proposal which, in its discretion is in the best interest of the City.

2. Scope of Services

The purpose of the nexus studies are to develop and support a comprehensive Impact Fee program that meets the requirements of the Act and serves the current and future needs of the City. Project tasks shall include, but are not necessarily limited to, the following. If the firm feels that additional tasks are warranted, they must be clearly identified in the firm's proposal. Staff expects the Impact Fee study to include:

A. Data Collection and Development. The consultant shall work with City departments to collect all available data and to develop additional data required to fully support a comprehensive Impact Fee Study of each existing fee.

B. Identification of New Impact Fees for Consideration. Consultant shall also propose new Impact Fees that the City is not currently collecting for consideration by the City. After consideration of such new Impact Fees, the City may elect to request the consultant prepare the appropriate nexus study or studies. Such study or studies shall be deemed "Extra Work" entitled to additional compensation.

C. Fee Calculation and Analysis. The consultant shall determine the Impact Fees based on proposed facility requirements. Additionally, the consultant may suggest unique areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate City-wide growth. Impact Fees shall be calculated to provide for facilities, equipment, infrastructure, and services needed to support growth based on forecasts of new development over a 20-year period. The Impact Fee analysis shall take into account existing fees, if any, and be compared to both (a) surrounding and (b) comparable cities to ensure reasonableness, consistency, and feasibility.

D. Draft Impact Fee Studies. The consultant shall prepare and provide either individual reports for each Impact Fee or a single compiled report for all Impact Fees that documents the fee

study results, including, but not limited to, a description of the overall assumptions, approach, and methodology, findings, supporting justification, recommended fee amount and the calculations that provide the legal nexus between the recommended Impact Fee and new development.

E. Presentation of Materials. The consultant shall present information at briefing meetings with City Project Team at critical points in the preparation process, if necessary. Upon completion of the Draft Impact Fee Report, the consultant shall be prepared to present the study, including all above elements and Impact Fee recommendations, at meetings with the development community. For RFP comparison purposes, the consultant shall assume at least six (6) meetings including a Project Kick-off Meeting, three (3) Submittal Review Meetings (60%, 90%, 100%), a Final Report Submittal meeting, and a Community Outreach/Development meeting. The consultant shall provide a fixed cost per meeting, should the City desire additional meetings.

F. Final Impact Fee Study and Presentation. A final Development Impact Fee Study Report shall be provided and presented to the City Council. The consultant is expected to attend two (2) public hearings, not included in the six (6) meetings as outlined in Task E above.

G. Deliverables. The consultant is responsible for preparation of all documentation as required by the Act as well as those expected from the City. The consultant shall provide the following work product:

- Final report and provide five (5) bound copies.
- One (1) unbound copy.
- One (1) Microsoft Excel and PDF file of the Impact Fee
- Models, tables and graphs should be provided in Microsoft Excel.

H. General. Consult with City staff should the need arise to defend the impact fees as a result of audits or other challenges. The Consultant may recommend other tasks it deems appropriate to achieve the objectives set forth in this RFP.

3. <u>Proposal Outline to be Submitted</u>

The proposal shall be organized and submitted with the following elements:

- Cover page
- Table of Contents
- Executive Summary
- Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader for the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers.
- Questionnaire/Response to Scope of Services (see section #4)

- Proposer shall provide response information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.
- Attachments

4. <u>Questionnaire</u>

A. Company and General Information

a. Company name and address

b. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.

c. General information about the primary contact that would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

B. Qualifications and Experience of the Firm

a. Describe your firm's history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.

b. What is the primary business of the parent company and/or affiliates?

c. Which office(s) of your organization will have primary responsibility for managing the Development Impact Fee Study?

d. What is your firm's experience conducting a Development Impact Fee study? Identify the studies performed by your firm in the last five years.

e. Comment on other areas that may make your firm different from your competitors.

C. Qualifications and Experience of Proposed Project Team

a. Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they may have worked with in the past three years and their level of involvement.

b. Identify and provide the resume(s) of the personnel who will be assigned to this project.

D. Questions/Response to Scope of Services

a. Describe the methods by which your firm will fulfill the Development Impact Fee Study in the Scope of Services (Section 2). In responding to the Scope of Services, please be thorough in describing your firm's methodology for completing Impact Fee Study, and how your firm will address all services identified in the Scope of this request.

b. Provide a statement of the service(s) that differentiate your firm from other respondents.

E. Fees. Please provide three (3) copies in a separate envelope marked "Fees".

a. Provide your fees for the proposed services. Fee quotes should be detailed by service.
b. The fee should include preparation of the Development Impact Fee Study.
c. Outline billing and payment expectations, including timing and method of payment.
d. Describe any remaining fees not already detailed above.
e. Present a specific "not to exceed" fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel).

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a. Provide a list of the municipal agencies for which the respondent has conducted an Impact Fee Study.
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    i. Name, address, and telephone number of the agency
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    iii. Brief description of the scope of the review
    iv. Recommended procedures
    v. Reference contact name and telephone number.

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<u>WORKER'S COMPENSATION</u> - During the term of this Agreement, Contractor shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONTRACTOR may have for worker's compensation.

<u>GENERAL LIABILITY AND AUTOMOBILE INSURANCE</u> - Contractor shall obtain, at its sole cost, and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of $1,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be

named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insureds will be called upon to cover a loss covered thereunder; and (4) insurance shall be provided by an, at least, A-7 rated company.

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The project's core implementation team, comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City Team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed. During the evaluation period, the team may elect to interview some or all of the proposing firms.

The final selection will be the firm which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

Consultants will be objectively evaluated based on their responses to the project scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of the City.

Proposals will be evaluated based on the following criteria:

A. Thoroughness and understanding of the tasks to be completed.
B. Background and experience in organizational analysis evaluation.
C. Staff expertise and overall experience of personnel assigned to the work.
D. Time required to accomplish the requested services.
E. Responsiveness to requirements of the project.
F. Recent public sector experience, preferably in municipal setting, conducting similar studies.
G. Costs.

Although price for the services will be an important part of the consideration for award of the project, the City will consider the consultant's qualifications, expertise and level of professional service and advice in the award of the project.

City of San Jacinto

Proposal

Full Cost Allocation Plan and User Fee Study

WILLDAN

Cover Page

City of San Jacinto, California
Full Cost Allocation Study
and User Fee Study

Submitted by:

27368 Via Industria, Suite 200
Temecula, CA 92590
Tel: (800) 755-6864
Fax: (951) 587-3510

Contact Person:
Chris Fisher
Vice President – Group Manager
Email: CFisher@Willdan.com
Tel: (951) 587-3528

January 11, 2018

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Executive Summary

A. Company and General Information

January 11, 2018

Mr. Tom Prill
Finance Director
City of San Jacinto
595 S. San Jacinto Avenue
San Jacinto, CA 92583

Re: Technical Proposal for a Full Cost Allocation Study and Comprehensive User Fee Study

Dear Mr. Prill;

As you are aware, even as the recent recession has eased over the past few years, many municipalities throughout the state are still faced with limited financial resources, while striving to maintain high standards of service to their communities. In light of this, it is critical for cities to ensure that their fees for requested services have been developed or updated to ensure maximum appropriate cost recovery, so that the revenues generated by fees cover the cost of those services to the best extent possible. Policymakers need a clear understanding of standards, service levels and the associated costs. Recognizing this, the City of San Jacinto ("City") has responded by soliciting proposals for a Full Cost Allocation Plan and User Fee Study.

Unique Combination of Services and Expertise/Public Engagement — Willdan Financial Services ("Willdan") is a team of over 70 professionals who provide essential financial consulting services throughout California, and the United States. Willdan has provided the requested services to municipal clients for nearly two decades; and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as "agency staff" provides us with firsthand understanding of City operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

Collaborative Approach and User-friendly Models and Reports — Willdan prides itself on working closely with City staff to develop an approach that is targeted toward your specific objectives and accounts for your reality, and then working together with you to gather first-hand information regarding the processes and tasks required to provide services to those requesting them. We have included one full day of on-site data gathering and staff interviews to ensure we obtain the information we need efficiently and accurately, with limited need for follow-up.

We create user-friendly Excel-based models that the City can retain, and ***conduct our analysis and develop the model collaboratively with City staff.*** Rather than using an inflexible proprietary software program, we construct our models from the ground up, mirroring the City's budget format wherever possible. As a result, ***the information contained in our models is easy for City staff to interpret, and the familiar software ensures ease of navigation.*** This also allows for easy on-the-fly adjustments and updates, inclusion of updated budgets, or changes in organizational structure. Created directly from the models, our reports clearly and graphically illustrate full and recommended levels of cost recovery and projections of revenue for fee programs, break down the costs into direct and indirect overhead categories, and present the fee methodologies.

Our models and project approach are geared toward delivering work on schedule, and presenting results at public meetings and council workshops. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance oriented individuals, and facilitates discussion. I have coordinated or participated in numerous public and staff workshops regarding fees and cost of service based charges.

Our objective is to provide useful, detailed information to City Council and staff, so that they have the information necessary to make important decisions. Our experience ensures that we can meet this objective. Whether policymakers are considering subsidizing or increasing fees, the process may be subject to public discussion among Council and community stakeholders.

I, Chris Fisher, will serve as the Primary Contact person for this proposal; as an officer of the firm, I am authorized to bind Willdan Financial Services. My requested contact information is provided in the table below:

Contact Information
Principal-in-Charge
Chris Fisher
Vice President – Group Manager
27368 Via Industria, Suite 200
Temecula, CA 92590
Tel#: (951) 587-3500 | Fax #: (951) 587-3510
Email: CFisher@Willdan.com

Willdan Financial Services has reviewed the City's RFP. Willdan requests no exceptions to the terms of the RFP.

We are excited about this opportunity to use our skills and expertise to assist the City of San Jacinto.

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President - Group Manager
Financial Consulting Services

B. Qualifications and Experience of the Firm

Firm History, Size, and Organizational Structure

Firm History

Established on June 24, 1988, Willdan Financial Services, a California Corporation, is a national firm, and is one of the largest public sector financial consulting firms in the United States. Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly owned company on NASDAQ (NASDAQ ticker: WLDN). WGI provides technical and consulting services that ensure the quality, value, and security of our nation's infrastructure, systems, facilities, and environment.

Today, WGI has over 800 employees operating from offices in ***Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Illinois, Kansas, Nevada, New Jersey, New York, Ohio, Oregon, Utah, Texas, and Washington.***

Location of Offices

The following table provides the location of our Division Headquarters, as well as our satellite offices.

Willdan Financial Services		
Office Locations		
Division Headquarters 27368 Via Industria, Suite 200, Temecula, California 92590 | (800) 755-6864		
Aurora, CO 1555 South Havana St, Ste. F-305 Aurora, Colorado 80012 (720) 907-1820	Orlando, FL 200 South Orange Ave, Ste. 1550 Orlando, Florida 32801 (407) 872-2467	Plano, TX 5500 Democracy Lane, Ste. 130 Plano, Texas 75024 (972) 378-6588
Oakland, CA 1939 Harrison St, Ste. 430 Oakland, California 94612 (510) 832-0899	Phoenix, AZ 1440 E. Missouri Ave, Ste. C-170 Phoenix, Arizona 85014 (623) 239-0328	Washington, DC 1025 Connecticut Ave. NW Ste. 1000 Washington, DC 20036 (202) 510-0511

Employee Structure

Our staff of over 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. The following table describes the Willdan staff and their assigned job classification.

Employee Structure	
Title	**Count**
President & CEO	1
Vice President – Group Manager	3
Vice President	2
Principal Consultant	11
Project Manager	14
Analyst	31
Analyst Assistant	6
Administration	7

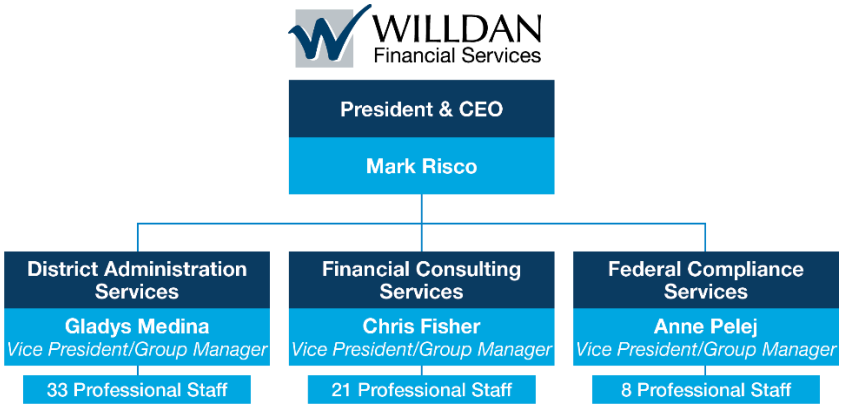
Principals of the Firm

Provided below are the slate of officers Willdan Financial Services.

Willdan Financial Services'		
Slate of Officers		
Thomas D. Brisbin Chairman of the Board	Mark J. Risco President and CEO	Stacy McLaughlin Chief Financial Officer, Treasurer
Chris Fisher Vice President - Group Manager	Gladys Medina Vice President - Group Manager	Anne Pelej Vice President - Group Manager
Dan Jackson Vice President	Jeff McGarvey Vice President	Kate Nguyen Secretary
Cathy Steele Assistant Secretary		Rebekah Smith Assistant Secretary

Organizational Chart

The organization chart located to the right represents Willdan's reporting structure, including the operating groups and the responsible manager; it as well defines the assets available to the City of San Jacinto.



Willdan Group Inc Primary Business

Willdan Group Inc (WGI) has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, homeland security, and energy efficiency and sustainability services, through its four divisions, Engineering, Energy Solutions, Financial Consulting and Homeland Solutions.

Willdan Financial Services Primary Business

We have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services.

- User fee studies;
- Cost allocation studies;
- Real estate economic analysis;
- Economic development plans and strategies;
- Tax increment finance district formation and amendment;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Classification/compensation surveys;
- Development impact fee establishment and analysis;
- Utility rate and cost of service studies;
- Feasibility studies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling;
- Property tax audits;
- Arbitrage Rebate; and
- Administration of special taxes, assessments, standby charges, and utility rates.

Cost Allocation Plan Primary Location

The City of San Jacinto Cost Allocation Plan engagement will be conducted from our Temecula office.

User Fee Study Primary Location

The City of San Jacinto User Fee Study engagement will be conducted from our Temecula office.

Similar Services

Listed in the table below, are public agencies in which similar services have been completed, or are currently in progress, in the previous five years. For the purposes of brevity our Cost Allocation and User Fee experience list is combined.

Willdan Financial Services 5 Year Cost Allocation Plan and User Fee Study Experience	
Contracting Agency	**Project Description**
Burney Fire Protection District, CA	Ambulance User Fee Study
City of Agoura Hills, CA	Comprehensive User Fee and Rate Study and Cost Allocation Plan, and Updates
City of Banning, CA	Cost Allocation Plan, User Fee Study and User Fee Study and Development Impact Fee Study
City of Bell, CA	User Fee Study
City of Bell Gardens, CA	Cost Allocation Plan
City of Bellflower, CA	Overheard Cost Allocation Plan and Citywide User Fee Study
City of Bellflower, CA	OMB A-87 Cost Allocation Plan
City of Bellflower, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Belmont, CA	User Fee Study and Refinement of Cost Allocation Plan
City of Blythe, CA	Cost Allocation Plan and OMB Compliant Plan
City of Brea, CA	Police Department Cost Allocation Plan
City of Brea, CA	Police Department Cost Allocation Plan (Placentia Dispatch)
City of Cerritos, CA	Development Services User Fee Study
City of Claremont, CA	Cost Allocation Plan and User Fee Study
City of Coalinga, CA	User Fee and Rate Study
City of Colton, CA	User Fee Study
City of Compton, CA	Master Fee Study and Development Impact Fee Study
City of Covina, CA	Overheard Cost Allocation Plan and User Fee
City of Dinuba, CA	Cost Allocation Plan
City of El Centro, CA	Comprehensive User Fee Study
City of El Cerrito, CA	Cost Allocation Plan and Community Development Department User Fee Study
City of Encinitas, CA	Development Services User Fee Study and Cost Allocation Plan
City of Fillmore, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study

Willdan Financial Services 5 Year Cost Allocation Plan and User Fee Study Experience	
Contracting Agency	**Project Description**
City of Florida City, FL	Cost Allocation Plan
City of Galt, CA	Cost Allocation Plan and OMB Compliant Plan
City of Gardena, CA	Cost Allocation Plan
City of Glendale, AZ	Cost Allocation Plan
City of Hawthorne, CA	Cost Allocation Plan
City of Hawthorne, CA	Comprehensive User Fee Study
City of Hayward, CA	Comprehensive Master User Fee Study
City of Hayward, CA	Full Overhead Cost Allocation Plan
City of Hayward	Rental Inspection Program Fee Analysis
City of Hemet, CA	Cost Allocation Plan and User Fee Study
City of Hesperia, CA	Cost Allocation Plan
City of Indian Wells, CA	Comprehensive User Fee Study
City of Irvine, CA	Comprehensive User Fee Study and Full Cost Allocation Plan
City of Irvine, CA	Cost Allocation Plan and Fee Analysis Services
City of Irwindale, CA	Cost Allocation Plan, User Fee Study and Development Impact Fee Study
City of La Mirada, CA	Cost Allocation Plan and User Fee Study Update
City of La Puente, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study
City of Laguna Hills, CA	Comprehensive User Fee Study and Cost Allocation Plan Update
City of Lake Elsinore, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Lynwood, CA	User Fee Study and Cost Allocation Plan
City of Lynwood, CA	City Hall Renovation Cost Allocation Plan
City of Mission Viejo, CA	Comprehensive User Fee Study and Cost Allocation Plan
City of Montebello, CA	Cost Allocation Plan Update
City of Montebello, CA	Transit Cost Allocation Plan
City of Monterey Park, CA	Cost Allocation Plan and User Fee Study, and Updates
City of Monterey Park, CA	Cost Allocation Plan Update
City of Monterey, CA	Cost Allocation Plan and Indirect Cost Rate
City of Monterey, CA	Cost Allocation Plan Update
City of Murrieta, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan
City of National City, CA	Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study
City of Oroville, CA	Cost Allocation Plan and Impact Fee
City of Pacifica, CA	Comprehensive Citywide User Fee Study and Charges Rate Study

Willdan Financial Services 5 Year Cost Allocation Plan and User Fee Study Experience	
Contracting Agency	**Project Description**
City of Palm Desert, CA	Ambulance User Fee Study
City of Patterson, CA	Comprehensive User Fee Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of Petaluma, CA	Cost Allocation Plan, User Fee Study, CIP Admin Rate and Work Order Rate Analysis, Hourly Overhead Rates, and ISF Allocation Study
City of Petaluma, CA	Cost Allocation Plan Update
City of Pittsburgh, CA	User Fee Study and Cost Allocation Plan
City of Red Bluff, CA	Cost Allocation Plan
City of Rocklin, CA	User Fee Study
City of St. Helena, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Salinas, CA	Full Cost Allocation Plan and Comprehensive Fee Study
City of San Anselmo, CA	Full Cost Allocation Plan and Comprehensive User Fee Study
City of San Bruno, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan
City of San Fernando, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Santa Ana, CA	User Fee Study
City of Signal Hill, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan
City of Soledad, CA	User Fee Study
City of Surprise, AZ	Full Cost Allocation Plan
City of Tulare, CA	Cost Allocation Plan
City of Union City, CA	Comprehensive User Fee and Rate Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of Watsonville, CA	Comprehensive User Fee and Rate Study, Cost Allocation Plan, and OMB Compliant Plan
City of West Covina, CA	Cost Allocation Plan and User Fee Study
City of Yucaipa, CA	Comprehensive User Fee and Rate Study, Full Cost Allocation Plan, and OMB Compliant Plan
Community Child Care Council of Santa Clara County, CA	Cost Allocation Plan
County of San Benito, CA	User Fee Study
Kentuckiana Works, KY	Cost Allocation Plan
Rainbow Municipal Water District, CA	Cost Allocation Plan and OMB Compliant Plan
Sacramento Public Library, CA	Cost Allocation Plan, and Updates
Town of Danville, CA	Cost Allocation Plan
Town of Los Altos Hills, CA	Cost Allocation Plan and User Fee Study, and Updates
Town of Paradise Valley, AZ	Planning and Engineering Services Fee Study

Firm Distinctiveness

Experience

Willdan has provided user fee and cost allocation services to municipal clients for 19 years; and has prepared comprehensive user fee studies, cost allocation plans and OMB compliant cost allocation plans for clients throughout California. Willdan's proven and successful track-record conducting user fee studies and cost allocation plan services for public agencies dates to 1998. Since that time, we have developed the expertise to successfully integrate this service into the Financial Consulting Services group's primary functions.

Our record of success within the industry provides assurance of the professionalism and capability we will bring to this engagement. A team composed of project managers and analysts develop and/or update cost allocation plans, along with their frequent companion projects — user fee studies.

Our office is 32 miles from San Jacinto City Hall, making it convenient and less costly for us to meet on site with City Staff for meetings. This approach and the dedication of our staff will help ensure we meet the City's timeline and objectives, and provide important information to City staff and the Council as soon as possible.

Staff Continuity

Vice President and Group Manager Chris Fisher has been assigned to serve as the City's representative; and has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous Cost Allocation Plans and User Fee Studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups. ***It is important to note that Mr. Fisher has been with Willdan for more than 18 years, and Mr. Quaid more than 20 years, ensuring the City of San Jacinto of continuity and dedication in staffing during the completion of the project.***

C. Qualifications and Experience of the Proposed Project Team

Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Mr. **Chris Fisher** will administer the City of San Jacinto project as the **Principal-in-Charge**. He will apply his extensive financial rate design/modeling experience and ability to clearly communicate results through the facilitation of numerous stakeholder forums. In this role, he will attend meetings and presentations, provide technical guidance, produce key study elements, and will be responsible for work deliverables.

Mr. **Tony Thrasher** will serve as the **Technical Project Manager** for this engagement, and primary contact for the User Fee Study and Cost Allocation Plan project. He will work closely with Mr. Fisher to develop the analyses under the City's scope of services, and develop complete and accurate models that will best fit the project needs.

Ms. **Priti Patel** will provide **Analytical Support,** she will work closely with Mr. Fisher and Mr. Thrasher, and the City, to ensure that data is collected, interpreted, researched, and correctly entered into the model.

Mr. **Robert Quaid, CPA,** will provide quality assurance/quality control to this engagement in the role of **Quality Assurance/Technical Advisor.** Mr. Quaid will review the models as a third-party internal reviewer prior to their submittal to City staff. His continual review of data entry and model development assures that the draft, and final products have been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes throughout the duration of the project.

Project Management

Furthermore, to ensure that the project stays on schedule, and is properly focused on City objectives, Mr. Fisher, in collaboration with Mr. Thrasher and Ms. Patel, will provide City staff with updates to summarize our progress against the project timeline, and update the status of upcoming deliverables. We will also document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. The Project Team will utilize a detailed Project Management Plan from the outset of the engagement to manage and control all proposed activities, deliverable deadlines, client and stakeholder engagement, and quality control.

Willdan will meet with staff to enhance our understanding of the project objectives, review the project timelines, and seek assistance in identifying the best information sources to obtain the necessary inputs to evaluate the City of San Jacinto.

Finally, following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate. These steps guarantee that as the project moves forward success will be achieved by continually aligning our approach and work with stakeholder and City objectives, adjusting where necessary.

Resumes

Resumes for Willdan's project team are presented on the following pages.

Chris Fisher

Principal-in-Charge

Education

San Francisco State University, Bachelor of Science, Finance

Areas of Expertise

Cost of Service Analyses

Multi-disciplinary Team Management

Special District Formations

Client Presentations

Proposition 218

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Northern California

California Municipal Treasurers Association

18 Years' Experience

Mr. Chris Fisher, Vice President and Group Manager of Willdan's Financial Consulting Services group, will serve as Principal-in-Charge for the City of San Jacinto's project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999, and during that time has managed an array of financial consulting projects for public agencies in California, Arizona, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working on these projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services, including public safety.

Related Experience

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Fisher served as project manager for the project team, and provided oversight for this thorough and intensive study for the City of Petaluma.

Sacramento Public Library Authority, CA — Cost Allocation Plan and OMB Circular A-87: In April 2014, as Project Manager, Mr. Fisher completed the final report for the Sacramento Public Library Authority. Throughout the project, he provided quality assurance to the project, which involved the development of a methodology for this unique venture. Mr. Fisher presented the final report to the Library Authority Board, as well as the Joint Powers Authority. An update to the CAP has just been completed and presented to the Board.

City of Hayward, CA — Cost Allocation Plan and User Fee Study: Mr. Fisher served as the project manager for the City's full overhead cost allocation plan and OMB A-87 cost allocation plan, along with a comprehensive master user fee study. He worked with the City and Willdan staff to gather the necessary data, and is overseeing Willdan's development of the cost allocation model. The City has a complicated and detailed budget and the cost allocation plan that Willdan developed is tailored to their structure, and includes provision for several Internal Service Funds.

City of Salinas, CA — Comprehensive Fee Study and Full Cost Allocation Plan: Mr. Fisher served as the project manager for the City of Salinas engagement, to prepare an OMB A-87-compliant full cost allocation plan and comprehensive fee study for the development of a master list of fees. Mr. Fisher led an all-departments overview meeting, where the framework and general process was reviewed, and global practical and policy questions were addressed. Immediately following the overview meeting, individual meetings were held with representatives from each department to discuss their specific fee related activities, and gather necessary information to update fees.

City of Irvine, CA — OMB A-87 Cost Allocation Plan and Comprehensive User Fee Study: Willdan completed a cost allocation plan and user fee study for the City of Irvine. Mr. Fisher managed and provided quality assurance to this project, ensuring the accuracy of the models, as well as the final reports. He also presented the results to the City's Finance Commission and to the City Council.

City of Belmont, CA — Master Fee Study and Cost Allocation Refinement: Mr. Fisher served as the project manager for Willdan's work with the City of Belmont and the Belmont Fire Protection District's fee study. Willdan completed a Master Fee Study and an analysis and review of the existing Cost Allocation Plan for the City of Belmont, and a Fee and Rate Study for the Belmont Fire Protection District.

City of Union City, CA — Comprehensive Fee and Rate Study & Overhead Cost Allocation Plan: Mr. Fisher served as the principal-in-charge for the City's fee study. He oversaw the development of an overhead cost allocation plan, OMB compliant cost allocation plan, as well as a comprehensive user fee study.

Tony Thrasher

Technical Project Manager

Education

Bachelor of Science in Finance (Econometrics); California State Polytechnic University, Pomona

Areas of Expertise

Cost Allocation Plans

Fiscal Analysis for User Fees and Rates

Utility Rate Studies

10 Years' Experience

Due to his cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to serve as Technical Project Manager for the City's engagement. Currently, Mr. Thrasher is a Project Manager within the Financial Consulting Services group, whereby his responsibilities include managing projects and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

Related Experience

City of Salinas, CA — Full Cost Allocation Plan and Comprehensive Fee Study: Mr. Thrasher provided analytical support for the City of Salinas OMB A-87-compliant full cost allocation plan and comprehensive fee study engagement. He worked closely with City staff to gather and analyze data to produce reports, participated in multiple meetings, and assisted the City appointed Project Manager in the adoption of the new fees.

City of Hayward, CA — Cost Allocation Plan and User Fee Study: For this project, Mr. Thrasher provided analytical support, and was largely responsible for the development of the models. Primary duties include gathering and verifying necessary data, finalizing model figures and generating reports.

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Thrasher provided analytical support for this engagement. His primary duties were to work with City staff to gather data, provide assistance to the project manager, and produce reports.

Sacramento Public Library Authority, CA — Cost Allocation Plan and OMB Circular A-87: Mr. Thrasher provided analytical support. His primary duties included finalizing model figures and generating reports.

City of Irvine, CA — OMB A-87 Cost Allocation Plan and Comprehensive User Fee Study: Serving as the project's analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for public safety, public works, community development, community services, and administrative departments.

City of Mission Viejo, CA — Cost Allocation Plan and User Fee Study: Mr. Thrasher was assigned to work with the City on this project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

City of West Covina, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher provided analytical support in association with the gathering of budget and allocation basis data, and in the development of the model and report for the project. He worked directly with the City contact throughout the engagement.

City of Galt, CA — Cost Allocation Plan: As the assigned technical lead, Mr. Thrasher worked directly with City Staff to develop the Cost Allocation Model and report, and worked with Staff to test and adjust the model and methodology where appropriate before finalizing. Following completion of the initial CAP, he worked with the City to update the model for the subsequent budget update.

City of Bellflower, CA — OMB A-87 Cost Allocation Plan and Comprehensive User Fee Study Update: In Willdan's initial engagement with the City, Mr. Thrasher provided analytical support, with his primary duties including finalizing model figures and generating reports. In the subsequent update of both the CAP and the Fee Study, Mr. Thrasher assumed a lead technical role, working directly with the client to develop a new Cost Allocation Model, update the comprehensive fee model, and resolve policy and fee setting issues. He was directly responsible for delivery of reports and presentations to the City.

Priti Patel

Analytical Support

Education

Bachelor of Arts; Business Management, Information Systems and International Business, University of Cincinnati

Areas of Expertise

Cost Allocation Plans

User Fee Studies

Proposition 218

3 Years' Experience

Ms. Priti Patel is a Senior Analyst within the Financial Consulting Services group, whereby she supports project managers in conducting utility rate analyses, fee studies, cost allocation plans, monitoring Proposition 218 compliance, and forming special districts.

Coordinating and conducting activities associated with Cost Allocation Plans and User Fee Studies, including database integration and manipulation, revenue and expenditure analyses, and documentation preparation are just some of Ms. Patel's duties. With these duties, she interacts with clients on a regular basis.

Ms. Patel joined Willdan in early 2015, as an analyst with the District Administration Group, while with DAS she performed research and analysis needed for local government financial issues related to district administration, including document data entry and updating, database management, research and report preparation. She also provided general information on questions pertaining to Assessment Districts and special taxes (such as Mello-Roos Pools), as well as the status of property delinquencies. Ms. Patel came to Willdan with more than five years' experience as an Analyst.

Related Experience

Rainbow Municipal Water District, CA — Cost Allocation Plan and OMB Compliant Plan: Ms. Patel provided analytical support to ensure that the District's Cost Allocation Plan and OMB compliant cost allocation model and plan fairly allocated general and administrative overhead service costs to appropriate activities and departments.

City of Dinuba, CA — Cost Allocation Plan Update and Utility Rate Study: Ms. Patel assisted with a utility rate study and a cost allocation plan update for the City. Duties included reviewing relevant documentation, gathering information related to indirect staffing and functions, assisting in the preparation of a comprehensive draft cost allocation model and plan, and testing and reviewing the model and results with project management staff.

City of Yucaipa, CA — Cost Allocation Plan and Comprehensive User Fee Study: Currently providing analytical support in the preparation of a cost allocation plan and OMB compliant cost allocation plan and comprehensive fee study for the development of a master list of fees. Ms. Patel is working to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She is also assisting in the preparation of user-friendly Excel-based models that City staff can easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

City of Fillmore, CA — Full Cost Allocation Plan and User Fee Study: Ms. Patel helped develop a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. She assisted in the completion of the model and report, and worked directly with senior staff to their feedback and revisions.

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel is currently providing support to senior team members in the preparation of a cost allocation plan, OMB compliant plan and comprehensive user fee study. The cost allocation plan is being used as a component of the comprehensive user fee study. The user fee study is in progress and expected to be completed in early 2017.

City of Laguna Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study for the development of a master list of fees.

City of Chula Vista, CA — Formation of Special Districts: Ms. Patel is currently assisting Willdan senior staff with the formation of special tax districts to fund public infrastructure improvements within the City of Chula Vista.

Robert Quaid, CPA

Quality Assurance/Technical Advisor

Education

Bachelor of Science, University of Southern California

Areas of Expertise

Fiscal Analysis for User Fees and Rates

Cost Allocation Plans

Acquisition Audit Services

Statutory Financial Reporting

Fund Audits

Quality Review of Community Facilities, Lighting & Landscaping, and Assessment Districts

Affiliations

California Society of Municipal Finance Officers

California Society of CPAs

Certifications/ Licenses

Certified Public Accountant

35 Years' Experience

With his 35 years of extensive experience in public financing, Mr. Robert Quaid has been selected to provide quality assurance/quality control in the role of technical advisor. In his position as a Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support, technical support, and quality review for Willdan's District Administration group, as well as the Financial Services Consulting group specific to cost allocation plans, user fee studies, and special financial analysis.

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. In 1979, Mr. Quaid became a licensed California CPA.

Related Experience

City of Thousand Oaks, CA — Cost Allocation Plan: Mr. Quaid served as project manager for the development of an OMB A-87 compliant cost allocation plan model using fiscal year actual costs as the basis for the allocations. He was responsible for the preparation of the Cost Allocation Plan report and provided cost allocation model training to City staff.

The objective of this project was to determine the appropriate allocation of indirect costs from City General Fund central service departments to the General Fund operating departments/programs and the non-General Fund departments/programs. The plan model included 16 allocation bases allocating costs to over 100 departments and divisions. Both full and OMB A-87 cost allocation models were delivered to the City. Willdan was awarded a four-year contract.

Cities of Fontana, Gardena and Hawthorne, CA — Cost Allocation Plan Projects: For each of these cities, Mr. Quaid served in the role of task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. He was responsible for the preparation of the cost allocation plan report and trained City staff on how to use the cost allocation model.

City of Rialto, CA — Comprehensive User Fee Study: Project manager for the Comprehensive User Fee Study to develop a user fee model in Microsoft Excel and update fees for Planning, Engineering, Building, Public Works, Recreation, Police, Fire, City Clerk, Treasurer and Finance.

City of Cathedral City, CA — Comprehensive User Fee Study: Mr. Quaid served as project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

Mr. Quaid has provided Quality Assurance and Quality Control to multiple clients throughout California. Provided below are a few examples of clients in which services have been provided in the previous three years.

- City of Belmont, CA
- City of Coalinga, CA
- City of Cerritos, CA
- City of Coalinga, CA
- City of El Cerrito, CA
- City of Fillmore, CA
- City of Galt, CA
- City of Hayward, CA
- City of Indian Wells, CA
- City of Monterey, CA
- City of Petaluma, CA
- City of Rocklin, CA
- City of St. Helena, CA
- County of San Benito, CA
- City of San Bruno, CA
- Sacramento Public Library, CA
- City of Salinas, CA
- City of Union City, CA
- City of Watsonville, CA
- City of Yucaipa, CA

D. Questions/Response to Scope of Services

Project Understanding

Willdan Financial Services ("Willdan") is confident that we can meet the City of San Jacinto's request for services for a Full Cost Allocation Study and Comprehensive User Fee Study.

The overall objective of this project will be to develop an updated schedule of fees for City services, that accounts for the true costs of providing those services. A key building block of the calculation of updated fees is the development of defensible indirect overhead rates that reflect the cost of support services provided by the City's central service departments to the operating groups that provide end-user services to the public and customers of the City. The development of a comprehensive Cost Allocation Plan will ensure that the costs of indirect overhead services within the City are appropriately allocated to various fees and programs, and the OMB Cost Allocation Plan will provide the City with billing rates to be used for grant reimbursement or other similar situations where OMB compliance is required.

The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

For these studies, we will meet directly with departmental representatives at the City at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the cost allocation plan and user fee study components to maximize efficiencies, and ensure adherence to specified timelines.

The completion of a Cost Allocation Plan (CAP) is a key component and first step in this effort. A well thought out CAP ensures that indirect costs associated with central overhead services, such as finance or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services. We will work collaboratively with City staff to identify the overhead support services that are provided to operating departments in San Jacinto, and develop a fair and defensible means of allocating these costs. This CAP will also need to be compliant with Federal regulations related to cost reimbursement and grant funding, formerly known as OMB A-87 guidelines, which have now been superseded by the OMB Super Circular. The new circular did not completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a OMB compliant CAP.

For the User Fee Study, we will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. Key distinct advantages that Willdan brings to the City include the following:

On-site Data Gathering

Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner, which again, is critical in this proposed engagement. Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for studies. This method is better than the typical "time and motion surveys" that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data we need in one coordinated step, rather than having to go through repeated follow-up and clarification. ***This approach and the dedication of our staff will help ensure we meet the City's timeline and objectives, and provide important information to City staff and the Council as soon as possible.***

Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated, or participated in numerous public and staff workshops regarding fees and cost of service based charges. As previously mentioned, our objective is to provide useful, detailed information to the Council and City staff, necessary to make important decisions. Our experience ensures that we can meet this objective.

User-friendly Models and Reports

Willdan prides itself on creating user-friendly Excel-based models that the City can retain, and ***conducting our analysis and developing the models collaboratively with City staff.*** With City staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations.

These models are then the City's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.

A key element of these studies is presenting results and recommendations in a straightforward manner, that allows Council and staff to confidently make fee setting policy decisions, and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City's budget format wherever possible. As a result, the information contained in our models are easy for City staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include. After the project is completed, we will provide training, so that your staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate bases for the full cost recovery level of fee programs, provide projections of revenue from fee programs, both at full cost recovery and at recommended levels, and present the fee methodologies.

The models will be developed to allow the City to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.

Methodology

The following describes our project understanding, proposed approach, and work plan to prepare a Full Cost Allocation Study and Comprehensive User Fee Study.

Full and OMB Compliant Cost Allocation Plan Methodology

The purpose of this cost allocation plan engagement is to ensure that the City of San Jacinto is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. Furthermore, a sound cost allocation plan is a foundational element of a user fee study, and the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City. To achieve the maximum cost recovery objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management —** Principal-in-Charge Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule —** Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontainable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City.

Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency. We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism. Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel. To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout California and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

User Fee Study Methodology

To comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee and rate schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

2) Project and Staff Time

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly. Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff "buys in" to the fee study approach and results.

Approach

Our approach to preparing the user fee study and documentation for San Jacinto includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches. We will discuss specific pros and cons with City staff as we determine which methods work best for various categories of fees;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary for project participants to resolve policy issues.

As described below, there are two basic approaches to calculating user fees:

Approach 1: Case Study Method

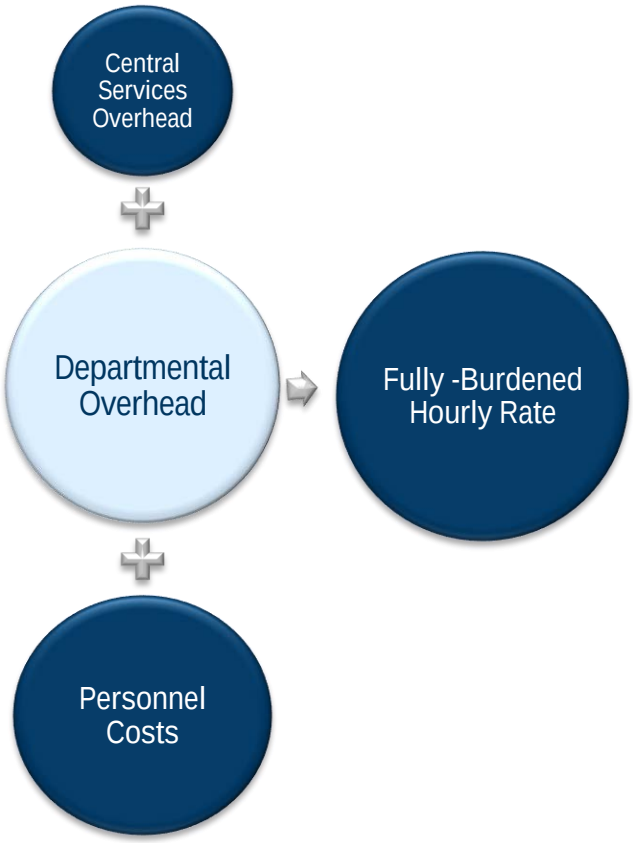
This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the "Case Study Method" examines the tasks, steps and City staff involved in providing a particular 'unit' of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

1) Central Services Overhead: This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

2) Department Overhead: This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

3) Personnel Costs: This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).



Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year), and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated.

This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.

Statement of Differentiated Services

Willdan has assembled a project team of four (4) subject matter experts who support public clients in California, and across the United States. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance. Our employees know and understand the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's modified budget policies and public service priorities. ***In fact, Willdan is one of the few firms providing all services in-house, and as one body of work. The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of San Jacinto; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.***

Work Plans

Our proposed work plans, described in detail by task, are provided below. We propose to maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the cost allocation plan and user fee study wherever possible.

We explain how each task will be accomplished, and identify associated meetings and deliverables. We want to ensure our scope provides quality and clarity, and is responsive to the City's needs and specific local circumstances. We will work in concert with the City to adjust scopes as needed during the course of the studies.

Full and OMB Compliant Cost Allocation Plan

This proposed scope of services addresses the completion of both the full and Optional OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

Task 1:	Initial Document Request
Objective:	Initial due diligence.
Description:	Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development. Our request may include (but is not limited to): ▪ Detailed budget and accounting data; ▪ Prior year's financial data, salary, position and staffing data; ▪ Organizational structure; ▪ Prior cost allocation plan and/or user fee documentation and models; and ▪ Data related to various allocation bases that may be incorporated as part of the methodology, i.e. City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.
Deliverables:	**Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.

Task 2:	Kick-off Conference Call / Refine Scope
Objective:	Confirm project goals and objectives. Identify and resolve policy issues raised by the study and determine appropriate fee categories.
Description:	Willdan will identify and resolve policy issues typically raised by these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review. We will also discuss costs that may be not allocable for OMB purposes, and the potential impact on the OMB version of the CAP. During this call, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule. We will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.
Meetings:	One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies and to address policy issues. We would propose to conduct the user fee study kick-off during this same call, to maximize efficiency and cost effectiveness of staff and Willdan time.
Deliverables:	**Willdan:** If needed, a revised project scope and schedule. **City:** Provide further data requirements and select / introduce City's project manager.

Task 3: Gather Staffing Information and Develop Cost Allocation Plan Model

Objective: Gather information related to indirect staffing and functions. Prepare draft cost allocation plan and model.

Description: This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks.

The model will be developed to incorporate any recent changes in the provision of City services, and fully allocate central service costs.

The model will also be developed to allocate only those costs eligible under OMB Super Circular (former A-87) guidelines. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under OMB guidelines, then employing a toggle that will remove the OMB ineligible costs as appropriate. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations.

We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology.

We will work with the City to review any existing Internal Service Funds (ISF) and their functions and structures, and incorporate them into the model and methodology.

The model and methodology will also produce fully loaded hourly billing rates for City staff positions. These rates will be suitable for a variety of uses, including billing to CIP projects, and in the OMB Super Circular compliant CAP, to Federal grants.

Meetings: Conference call with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

Task 4: Test and Review Cost Allocation Methodology

Objective: Test and review model and results with City.

Description: The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using GoToMeeting™ as an element to our approach. This allows us to remotely guide staff through the model review, and allows you the opportunity to interactively change inputs and test approaches.

Meetings: One (1) conference call and online demonstration (GoToMeeting) to review the model.

Deliverables: **Willdan and City:** Draft cost allocation plan model review.

Task 5: Prepare and Present Draft Report

Objective: Prepare the draft cost allocation report.

Description: This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables, and provided to the City.

Meetings: One (1) meeting to present the draft report to City Staff.

Deliverables: **Willdan:** Draft report for City review and input.
City: Review of draft report, with comments, and edits.

Task 6:	Discuss and Revise Report
Objective:	Review of draft report, cost distribution methods, and model.
Description:	An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of: understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods. Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.
Meetings:	One (1) conference call with City staff to review the report.
Deliverables:	Draft report, and revised draft/final report.

Task 7:	Prepare and Present Final Report and Model
Objective:	Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.
Description:	This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.
Meetings:	One (1) meeting with the City's management group to present the final cost allocation plan, one (1) meeting with the City Council to present the final plan. This meeting may be held in conjunction with the presentation of the user rate study results. We will also provide staff training on the operation and use of the model.
Deliverables:	**Willdan:** Provide one (1) electronic PDF file copy of the final report and models (overhead and OMB Super Circular compliant); and five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

Comprehensive User Fee Study

Task 1:	Initial Document Request
Objective:	Initial due diligence; obtain study-related data.
Description:	Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5. We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.
Deliverables:	**Willdan:** Submit information request to City. **City:** Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the City to confirm receipt of requested data and information, and highlight data elements that are outstanding.

Task 2:	Compile Inventory of Current and Potential Fees
Objective:	Willdan will identify a schedule of fees and methodology for calculating the fees.
Description:	Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.
Meetings:	It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.
Deliverables:	**Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call). **City:** Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.

Task 3:	Kick-off Conference Call / Refine Scope
Objective:	Confirm goals and objectives for the User Fee Study. Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).
Description:	Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems, and maintain open communication throughout the process. During this call, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.
Meetings:	One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues. This will be held in conjunction with the kick-off for the cost allocation plan. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.
Deliverables:	**Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed). **City:** 1) Provide further data needs; and 2) determine/introduce City's project manager.

Task 4:	Develop User Fee Model
Objective:	Develop and test model.
Description:	This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs. Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information will be developed during the cost allocation plan phase of this project, and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary. The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.
Deliverables:	**Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

Task 5:	Time Survey Interviews and On-site Information Gathering
Objective:	Meet with City staff to complete Time Surveys and understand service delivery processes.
Description:	In order to assist staff with the completion of the survey worksheets, we will schedule one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved. The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected. The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary, once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.
Meetings:	One (1) full business day of on-site meetings/staff interviews.
Deliverables:	**Willdan and City:** Time surveys and draft full cost recovery fees.

Task 6: Common Fees Comparison

Objective: Examine the user fees charged by up to five (5) comparable cities in Riverside County, or jurisdictions that are similar to the City of San Jacinto.

Description: We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common fees or highest yielding fees with comparable jurisdictions agreed.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City of San Jacinto; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

Deliverables: **Willdan:** Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 7: Data Analysis and Final User Fee Schedule

Objective: Incorporate information obtained from on-site surveys to fully develop model.

Description: We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees), and suggest potential areas where fees could be collected where they are not currently. We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels, and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

Meetings: Conference calls to finalize fee schedule.

Deliverables: Final user fee model for City Council presentation and discussion.

Task 8: Prepare and Present Draft Report

Objective: Prepare draft report.

Description: This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following:

- Key results and findings;
- Basic descriptions of each service;
- The full cost of each service and current cost recovery levels;
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associate levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each City's costs;

- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Meetings: One (1) meeting with the City Staff and/or Council Committee, to present draft results address questions and receive feedback.

Deliverables: **Willdan:** Draft report for City review and comment.

City: Review of draft report, with comments and edits.

Task 9: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

Objective: Review of draft report and fee model.

Description: The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report and feedback from City staff, we will prepare the final report for presentation to the City Council.

Meetings: One (1) online demonstration (GoToMeeting) to review the model.

Deliverables: Draft report, revised draft /final report.

Task 10: Prepare and Present Final Report/Train Staff on Model

Objective: Prepare and present final report to City Council. Train staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

Meetings: One (1) meeting with City Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.

Deliverables: Provide one (1) electronic PDF file copy of the final report and models; and if requested provide five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of San Jacinto assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

1) Coordinate responses to requests for information;

2) Coordinate review of work products; and

3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.

F. References

Below are recent project descriptions, including client contact information, that are similar in nature to those requested by the City. We are proud of our reputation for customer service, and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines. A list of the studies completed by Willdan has been provided in section B, Qualifications and Experience of the Firm.

City of Cerritos, CA
Development Services Fee Study

The City of Cerritos had not completed an update to their fee schedule in many years, therefore the fees were significantly out of date and did not accurately reflect the actual costs associated with planning and public works related services. Willdan recently completed this study in a manner that would fully identify and consider all direct/indirect costs.

Reviewed and analyzed existing user fee programs, and based upon conversations with staff, made suggestions, as necessary, for fees that may need to be added to the fee schedule for which fees were not currently charged.

Willdan also assisted in the preparation of the Staff Report and resolutions for adoption of the fees, and provided guidance in the noticing process to ensure the City complies with the requirements of the Government Code; the fees were recently adopted by the City Council.

Client Contact: Ms. Kristen Aguila, Advance Planning Manager
18125 Bloomfield Avenue, Cerritos, CA 90703
Tel #: (562) 916-1201 | Email: KAguila@cerritos.us

City of Union City, CA
Comprehensive User Fee and Rate Study and Full & OMB Compliant Cost Allocation Plan

The City of Union City sought an outside consultant to prepare a comprehensive study of the City's user fees, as well as the preparation of a Full Cost Allocation Plan. Willdan completed these studies in a manner that would fully identify and take into account all direct/indirect costs. Our primary objective for the cost allocation study update was to ensure that general government costs are fairly and equitably allocated to appropriate programs and funds, based on tailored and well thought out allocation factors. The Cost Allocation Plan was also created to develop OMB compliant overhead allocations and indirect rates.

Willdan reviewed and analyzed existing user fee programs, and based upon conversations with staff, made suggestions, as necessary, for fees that may need to be added to the City's fee schedule for which fees were not currently being charged. We developed a cost of service analysis and model that updated existing fees and incorporated new fees, and used it to create an updated comprehensive fee schedule.

Client Contact: Mr. Mark Carlson, Finance Director
34009 Alvarado-Niles Road, Union City, CA 94587
Tel. #: (510) 675-5338 | Email: MCarlson@unioncity.org

City of Laguna Hills, CA
Cost Allocation Plan Update and Comprehensive User Fee Study

The City of Laguna Hills was seeking an outside consultant to complete a review and update of their current cost allocation plan and the preparation of a comprehensive user fee study for the development of its master list of fees. Our primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds, which are based on tailored and well thought out allocation factors. For the Fee Study, the primary objective was to ensure that fees for requested services were calculated to account for the full cost of providing the services, and set appropriately, given City policy and financial objectives.

Upon completion of the update to the cost allocation plan, Willdan utilized the final report to complete the comprehensive user fee study.

Client Contact: Ms. Janice Mateo-Reyes, Finance Manager
24035 El Toro Road, Laguna Hills, CA 92653
Tel #: (949) 707-2623 | Email: JReyes@ci.laguna-hills.ca.us

City of Belmont, CA
Master Fee Study and Cost Allocation Refinement

Willdan completed a Master Fee Study and an analysis and review of the existing Cost Allocation Plan for the City of Belmont, and a Fee and Rate Study for the Belmont Fire Protection District.

Collectively, the Fee Studies will ensure that the City and FPD can accurately account for the cost of providing various services to the public, and set updated fees appropriately; while the CAP review and refinement ensures that the Plan developed internally by the City is allocating the cost of its central (overhead) service organizations to operating groups and enterprise funds, in an equitable and defensible manner.

Client Contact: Mr. Thomas Fil, Director of Finance
One Twin Pines Lane, #320, Belmont, CA 94002
Tel #: (650) 595-7433 | Email: TFil@belmont.gov

City of Petaluma, CA
Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rates

Willdan provided an Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rates to the City of Petaluma. After reviewing the City's 2014 Master Fee Schedule, we developed an Overhead Cost Allocation Study, which is OMB A-87 compliant, and a User Fee Study that accurately accounts for the true cost of providing various services within and to each City operation, including capital projects.

As part of this effort, we also developed fully burdened hourly rates for City employees that can be used for work orders, or to charge to specific activities. This included an analysis of administrative and overhead costs associated with activities that are delivered directly to the public, where hourly rates may be charged, to ensure appropriate recovery of costs. Willdan completed these studies concurrently, in a manner that fully identifies and takes into account direct and indirect costs, along with changes in staffing, structure, and methods of service delivery.

Willdan was re-selected to provide an update to the Cost Allocation Plan.

Client Contact: Mr. Bill Mushallo, Finance Director
11 English Street, Petaluma, CA 94952
Tel. #: (707) 778-4352 | Email: Financeemail@ci.petaluma.ca.us

City of Hayward, CA
Full Overhead Cost Allocation Plan, OMB A-87 Cost Allocation Plan, and Comprehensive Master User Fee Study

Willdan completed a full overhead cost allocation plan and OMB A-87 cost allocation plan, along with a comprehensive master user fee study for the City of Hayward. The Willdan team worked with City staff to gather the necessary data to develop the cost allocation model. The City had a complicated and detailed budget and the cost allocation plan that Willdan developed is tailored to their structure, and includes provisions for several Internal Service Funds. Willdan staff worked through the course of reorganizing staff functions and/or reducing staff, it was important to revisit the manner and methodology by which indirect overhead costs were distributed to the operating departments and, as appropriate, other chargeable funds and programs. The City was in need of a new cost allocation plan that would ensure the fair and equitable allocation of government expenses to appropriate departments, programs, and funds, while utilizing tailored and well thought out allocation factors.

Furthermore, Willdan updated many of its user fee programs, and the information developed during the cost allocation plan served as the basis for the study.

Client Contact: Mr. Dustin Claussen, Director of Finance
777 B Street, 3rd Floor, Hayward, CA 94541
Tel. #: (510) 583-4010 | Email: Dustin.Claussen@hayward-ca.gov

G. Implementation Schedule

Willdan understands time is of the essence for the City of San Jacinto to begin this engagement. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

Full and OMB Compliant Cost Allocation Plan

City of San Jacinto
Full and OMB Compliant Cost Allocation Plan

Implementation Schedule

Scope of Services	February				March				April			
	5	12	19	26	5	12	19	26	5	12	19	26
Task 1: Initial Document Request		⌘1										
Task 2: Kick-off / Refine Scope *(conference call)*		⌘2										
Task 3: Gather Staffing Information and Develop Model *(conference call)*					⌘3							
Task 4: Test and Review Cost Allocation Methodology *(conference call)*						⌘4						
Task 5: Prepare and Present Draft Report *(meeting)*							⌘5					
Task 6: Discuss and Revise Report *(conference call)*								⌘6				
Task 7: Prepare and Present Final Report/Train Staff on Model *(meeting)*									⌘7			

Legend:

⌘1: Information Request
⌘2: Revised Project Scope and Schedule *(if needed)*
⌘3: User-friendly Model in Microsoft Excel
⌘4: Draft Cost Allocation Plan Model Review
⌘5: Draft Report
⌘6: Revised Draft Report/Final Report
⌘7: Final Report – Hard and Electronic Copies

Comprehensive User Fee Study

City of San Jacinto
Comprehensive User Fee Study

Implementation Schedule

Scope of Services	February				March				April					May				June			
	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
Task 1: Initial Document Request		⌘1																			
Task 2: Compile Inventory of Current and Potential Fees				⌘8																	
Task 3: Kick-off / Refine Scope *(conference call)*					⌘2																
Task 4: Develop User Fee Model						⌘3															
Task 5: Time Survey Interviews and On-site Information Gathering *(meetings)*							⌘9														
Task 6: Common Fees Comparison											⌘10										
Task 7: Data Analysis and Final User Fee Schedule *(conference calls)*												⌘4									
Task 8: Prepare and Present Draft Report *(conference call)*													⌘5								
Task 9: Revise Draft Report/Determine Cost Recovery Levels *(conference call)*														⌘6							
Task 10: Prepare and Present Final Report/Train Staff on Model *(meeting)*																	⌘7				

Legend:

⌘1: Information Request
⌘2: Revised Project Scope and Schedule *(if needed)*
⌘3: User-friendly Model in Microsoft Excel
⌘4: Draft Fee and Rate Model Review
⌘5: Draft Report
⌘6: Revised Draft Report/Final Report
⌘7: Final Report – Hard and Electronic Copies
⌘8: Draft List of Current Fees
⌘9: Time Surveys and Draft Full Cost Recovery Fees
⌘10: Common Fee Comparison

H. Insurance Requirements

Insurability

With a rating of A+XV, Willdan maintains insurance from top-rated companies. Upon award of contract, certificates of insurance and endorsements will be provided to the City. A sample certificate of insurance has been provided below.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/31/2017

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
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	Lexington Insurance Company	19437
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Willdan Financial Services
27368 Via Industria
Suite 200
Temecula, CA 92590 USA

COVERAGES **CERTIFICATE NUMBER:** 570069107264 **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. **Limits shown are as requested**

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 Employee Benefits Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6307J366586TIL17	11/09/2017	11/09/2018	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 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-7J365332-TIL-17	11/09/2017	11/09/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			CUP9J5811041714	11/09/2017	11/09/2018	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9J558819TIL17	11/09/2017	11/09/2018	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
B	Archit&Eng Prof			028174912 SIR applies per policy terms & conditions	11/09/2017	11/09/2018	Aggregate Per Claim SIR	$2,000,000 $1,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: For Proposal Only. Additional insured and Waiver of Subrogation can be provided upon receipt of a written contract.

CERTIFICATE HOLDER

Willdan Financial Services
27368 Via Industria, Suite 200
Temecula CA 92590 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570069107264

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City of San Jacinto

Fee Proposal

Full Cost Allocation Plan and User Fee Study

WILLDAN

WILLDAN
FINANCIAL SERVICES

January 11, 2018

Mr. Tom Prill
Finance Director
City of San Jacinto
595 S. San Jacinto Avenue
San Jacinto, CA 92583

Re: Fee Proposal for a Full Cost Allocation Study and Comprehensive User Fee Study

Dear Mr. Prill;

Willdan Financial Services ("Willdan") is pleased to present the following Fee Proposal to the City of San Jacinto ("City") to provide a Full and OMB Compliant Cost Allocation Study and Comprehensive User Fee Study. This submission reflects our understanding of the City's Request for Proposal (RFP).

Willdan is excited about this opportunity to serve the City of San Jacinto. To discuss any aspect of our technical and/or fee proposal, please contact me directly at (951) 587-3528 or via e-mail at CFisher@Willdan.com.

Sincerely,
WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President - Group Manager
Financial Consulting Services

E. Fees

Fixed Fee

Willdan Financial Services ("Willdan") proposes a ***fixed fee of $41,325*** for the Full Cost Allocation Study, Optional OMB Compliant Cost Allocation Plan and Comprehensive User Fee Study engagement. Below we have presented a breakdown of each specific phase of the project.

Full Cost Allocation Plan

Based on the corresponding work plan identified within Willdan's Technical Proposal, we propose a ***fixed fee of $12,425*** to prepare a Full Cost Allocation Plan. The table below provides a breakdown of this fee by task and project team member.

City of San Jacinto
Full Cost Allocation Plan

Fee Proposal

	C. Fisher Principal-in-Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total	
	$ 250	$ 165	$ 125	$ 210	Hours	Cost
Scope of Services						
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	$ 290
Task 2: Kick-off /Refine Scope	1.0	1.0	1.0	-	3.0	540
Task 3: Gather Staffing Information, Develop Cost Allocation Plan Model	-	6.0	20.0	-	26.0	3,490
Task 4: Test and Review Cost Allocation Methodology	2.0	6.0	12.0	2.0	22.0	3,410
Task 5: Prepare and Present Draft Report	2.0	3.0	6.0	1.0	12.0	1,955
Task 6: Discuss and Revise Report	1.0	2.0	4.0	1.0	8.0	1,290
Task 7: Prepare and Present Final Report/Train Staff on Model	2.0	5.0	1.0	-	8.0	1,450
Total – Full Cost Allocation Plan	**8.0**	**24.0**	**45.0**	**4.0**	**81.0**	**$ 12,425**

Optional OMB Compliant Cost Allocation Plan

Based on the corresponding work plan identified within Willdan's Technical Proposal, we propose a ***fixed fee of $2,990*** to prepare an OMB Compliant Cost Allocation Plan. The table below provides a breakdown of this fee by task and project team member.

City of San Jacinto
Optional OMB Compliant Cost Allocation Plan

Fee Proposal

	C. Fisher Principal-in-Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total	
	$ 250	$ 165	$ 125	$ 210	Hours	Cost
Scope of Services						
Task 1: Initial Document Request	-	-	-	-	-	$ -
Task 2: Kick-off /Refine Scope	-	1.0	-	-	1.0	165
Task 3: Gather Staffing Information, Develop Cost Allocation Plan Model	-	1.0	4.0	-	5.0	665
Task 4: Test and Review Cost Allocation Methodology	0.5	1.0	2.0	-	3.5	540
Task 5: Prepare and Present Draft Report	0.5	1.0	2.0	0.5	4.0	645
Task 6: Discuss and Revise Report	1.0	1.0	1.0	0.5	3.5	645
Task 7: Prepare and Present Final Report/Train Staff on Model	-	2.0	-	-	2.0	330
Total – Optional OMB Compliant Cost Allocation Plan	**2.0**	**7.0**	**9.0**	**1.0**	**19.0**	**$ 2,990**

Comprehensive User Fee Study

Based on the corresponding work plan identified within Willdan's Technical Proposal, we propose a ***fixed fee of $25,910.*** The table below provides a breakdown of this fee by task and project team member.

City of San Jacinto
Comprehensive User Fee Study

Fee Proposal

		C. Fisher Principal-in-Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total Hours	Total Cost
		$ 250	$ 165	$ 125	$ 210		
Scope of Services							
Task 1:	Initial Document Request	-	1.0	1.0	-	2.0	$ 290
Task 2:	Compile Inventory of Current and Potential Fees	-	2.0	2.0	-	4.0	580
Task 3:	Kick-off /Refine Scope	1.0	2.0	1.0	-	4.0	705
Task 4:	Develop User Fee Model	-	6.0	16.0	-	22.0	2,990
Task 5:	Time Survey Interviews and Information Gathering	6.0	8.0	8.0	-	22.0	3,820
Task 6:	Common Fees Comparison	1.0	8.0	12.0	1.0	22.0	3,280
Task 7:	Data Analysis and Final Fee and Rate Schedule	2.0	12.0	24.0	2.0	40.0	5,900
Task 8:	Prepare and Present Draft Report	2.0	8.0	16.0	2.0	28.0	4,240
Task 9:	Revise Draft/Determine Cost Recovery Levels	1.0	8.0	6.0	1.0	16.0	2,530
Task 10:	Prepare and Present Final Report/Train Staff on Model	2.0	5.0	2.0	-	9.0	1,575
Total – User Fee Study		**15.0**	**60.0**	**88.0**	**6.0**	**169.0**	**$ 25,910**

Notes

- The cost of preparing the User Fee Study and Cost Allocation Plan can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City, and will be billed at our then-current hourly overhead consulting rates.

Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule	
Position	**Hourly Rate**
Group Manager	$250
Managing Principal	$240
Principal Consultant	$210
Senior Project Manager	$185
Project Manager	$165
Senior Project Analyst	$135
Senior Analyst	$125
Analyst II	$110
Analyst I	$100

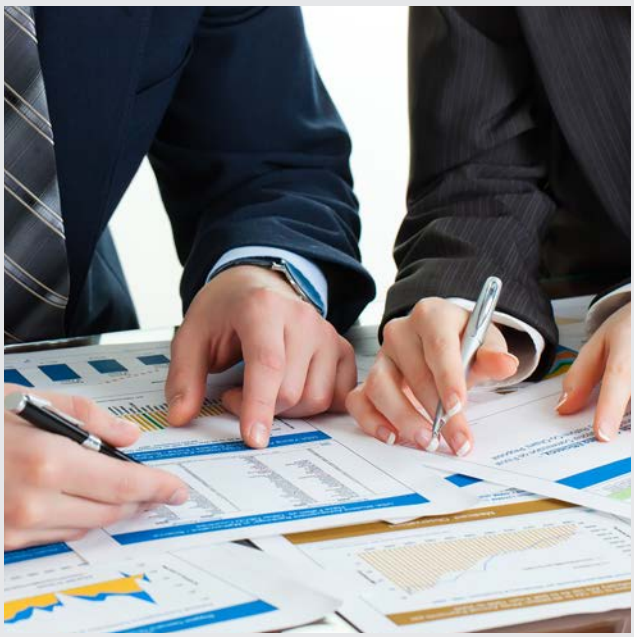
WILLDAN

27368 Via Industria, Suite 200
Temecula, California 92590-4856
800.755.6864 | 951.587.3500 | Fax: 951.587.3510
www.willdan.com

City of San Jacinto

Proposal

Development Impact Fee Study and Analysis



WILLDAN

Cover Page

City of San Jacinto, California
Development Impact Fee Study

Submitted by:

1939 Harrison Street, Suite 430
Oakland, CA 94612
Tel: (800) 755-6864
Fax: (888) 326-6864

Contact Person:
James Edison
Managing Principal
Email: JEdison@Willdan.com
Tel: (510) 788-8871

January 11, 2018

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Executive Summary

A. Company and General Information

January 11, 2018

Mr. Tom Prill
Finance Director
City of San Jacinto
595 S. San Jacinto Avenue
San Jacinto, CA 92583

Re: Technical Proposal for a Development Impact Fee Study

Dear Mr. Prill;

Willdan Financial Services ("Willdan") is pleased to submit this proposal to the City of San Jacinto ("City") to update the City's development impact fees for Traffic Infrastructure, City Hall and Public Works Facilities, Fire Facilities, and Police Facilities. Willdan's proposal has been prepared to give you an updated impact fee program that will withstand technical challenges and public scrutiny.

Given Willdan's unmatched development impact fee experience, we are particularly well positioned to serve the City and help it reach its long-term goals. Explained below are our primary advantages.

Unmatched experience defending and implementing fee programs. Willdan's impact fee staff has assisted more than 100 California government agencies with the development and/or update of all fee types, and is fortunate to be in a position that will provide a tremendous benefit to the City. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums. Willdan has in every case been able to avoid a legal challenge of its fee programs. We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City's and stakeholder priorities.

Best-in-class impact fee team that can work immediately to prepare an impact fee program. The Willdan Team begins a project by evaluating the agency's existing fee program, if available, and revised facility plans. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team's Principal-in-Charge, Mr. James Edison, and Project Manager, Mr. Carlos Villarreal, are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Successful Project Completion. As indicated within our submission, Willdan has successfully completed many impact fee studies throughout California, including for the ***County of Riverside, Cities of Menifee, Murrieta, Moreno Valley, Carpinteria, and Rialto and the San Gorgonio Hospital District.***

I, Chris Fisher, as an officer of the firm, I am authorized to bind Willdan Financial Services. Mr. James Edison will serve as the primary contact for this proposal, his requested contact information is provided in the table below:

Contact Information
Principal-in-Charge
James Edison
Managing Principal
1939 Harrison Street, Suite 430
Oakland, CA 94612
Tel#: (510) 788 -8871 | Fax #: (888) 326-6864
Email: JEdsion@Willdan.com

Willdan Financial Services has reviewed the City's RFP. Willdan requests no exceptions to the terms of the RFP.

We are excited about this opportunity to use our skills and expertise to assist the City of San Jacinto.

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President - Group Manager
Financial Consulting Services

B. Qualifications and Experience of the Firm

Firm History, Size, and Organizational Structure

Firm History

Established on June 24, 1988, Willdan Financial Services, a California Corporation, is a national firm, and is one of the largest public sector financial consulting firms in the United States. Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly owned company on NASDAQ (NASDAQ ticker: WLDN). WGI provides technical and consulting services that ensure the quality, value, and security of our nation's infrastructure, systems, facilities, and environment.

Today, WGI has over 800 employees operating from offices in ***Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Illinois, Kansas, Nevada, New Jersey, New York, Ohio, Oregon, Utah, Texas, and Washington.***

Location of Offices

The following table provides the location of our Division Headquarters, as well as our satellite offices.

Willdan Financial Services		
Office Locations		
Division Headquarters 27368 Via Industria, Suite 200, Temecula, California 92590 | (800) 755-6864		
Aurora, CO 1555 South Havana St, Ste. F-305 Aurora, Colorado 80012 (720) 907-1820	Orlando, FL 200 South Orange Ave, Ste. 1550 Orlando, Florida 32801 (407) 872-2467	Plano, TX 5500 Democracy Lane, Ste. 130 Plano, Texas 75024 (972) 378-6588
Oakland, CA 1939 Harrison St, Ste. 430 Oakland, California 94612 (510) 832-0899	Phoenix, AZ 1440 E. Missouri Ave, Ste. C-170 Phoenix, Arizona 85014 (623) 239-0328	Washington, DC 1025 Connecticut Ave. NW Ste. 1000 Washington, DC 20036 (202) 510-0511

Employee Structure

Our staff of over 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. The following table describes the Willdan staff and their assigned job classification.

Employee Structure	
Title	**Count**
President & CEO	1
Vice President – Group Manager	3
Vice President	2
Principal Consultant	11
Project Manager	14
Analyst	31
Analyst Assistant	6
Administration	7

Principals of the Firm

Provided below are the slate of officers Willdan Financial Services.

Willdan Financial Services'		
Slate of Officers		
Thomas D. Brisbin Chairman of the Board	Mark J. Risco President and CEO	Stacy McLaughlin Chief Financial Officer, Treasurer
Chris Fisher Vice President - Group Manager	Gladys Medina Vice President - Group Manager	Anne Pelej Vice President - Group Manager
Dan Jackson Vice President	Jeff McGarvey Vice President	Kate Nguyen Secretary
Cathy Steele Assistant Secretary		Rebekah Smith Assistant Secretary

Organizational Chart

The organization chart located to the right represents Willdan's reporting structure, including the operating groups and the responsible manager; it as well defines the assets available to the City of San Jacinto.

Willdan Group Inc Primary Business

Willdan Group Inc (WGI) has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, homeland security, and energy efficiency and sustainability services, through its four divisions, Engineering, Energy Solutions, Financial Consulting and Homeland Solutions.

Willdan Financial Services Primary Business

We have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services.

- User fee studies;
- Cost allocation studies;
- Real estate economic analysis;
- Economic development plans and strategies;
- Tax increment finance district formation and amendment;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Classification/compensation surveys;
- Development impact fee establishment and analysis;
- Utility rate and cost of service studies;
- Feasibility studies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling;
- Property tax audits;
- Arbitrage Rebate; and
- Administration of special taxes, assessments, standby charges, and utility rates.

Development Impact Fee Study Primary Location

The City of San Jacinto Development Impact Fee Study engagement will be conducted from our Oakland office.

Similar Services

Listed in the table below, are public agencies in which similar services have been completed, or are currently in progress, in the previous five years.

Willdan Financial Services 5 Year Development Impact Fee Experience	
Agency	
City of Alameda, CA	City of St. Helena, CA
City of Bellflower, CA	City of Sierra Madre, CA
City of Brea, CA	City of Soledad, CA
City of Cathedral City, CA	City of South San Francisco, CA
City of Coachella, CA	City of San Fernando, CA
City of Compton, CA	City of Temecula, CA
City of Covina, CA	City of Tehachapi, CA
City of Daly City, CA	City of Twentynine Palms, CA
City of Dublin, CA	County of Butte, CA
City of Fillmore, CA	County of Los Angeles, CA
City of Fremont, CA	County of Riverside, CA
City of Gilroy, CA	County of Sacramento, CA
City of Hawthorne, CA	County of San Benito, CA
City of Irwindale, CA	County of Tulare, CA
City of La Mesa, CA	County of Los Angeles Sheriff's Department, CA
City of Laguna Hills, CA	March Joint Powers Authority, CA
City of Lake Elsinore, CA	Monterey Downs, LLC., CA
City of Long Beach, CA	Nevada County Consolidated Fire District, CA
City of Manteca, CA	San Benito Council of Governments, CA
City of Menifee, CA	San Gorgonio Memorial Hospital, CA
City of Moreno Valley, CA	Town of Loomis, CA
City of Morgan Hill, CA	Town of Los Altos Hills, CA
City of Oroville, CA	Truckee Fire Protection District, CA
City of Petaluma, CA	Tulare County Association of Governments, CA
City of Rosemead, CA	

Firm Distinctiveness

Experience

Willdan's commitment to public agencies and public solutions has helped us develop the broad finance expertise that will be utilized to support the City's development impact fee study. Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development and re-organization, the financing of infrastructure and services through special district or supplemental taxes, and even working under contract as a department head of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Managing Principal James A. Edison, and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers throughout California, and the United States.

Established over 50 years ago in what is now Cerritos, Willdan maintains its managerial and administrative center in Anaheim. The company operates a network of offices in more than a dozen states across the U.S. Willdan Financial Services was founded, and is still headquartered, in Temecula, ***32 miles from San Jacinto City Hall, making it convenient to serve the City Staff.***

C. Qualifications and Experience of the Proposed Project Team

Project Team

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the City's engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Mr. **Carlos Villarreal** will serve as **Project Manager** and **Lead Analyst** for the City's engagement. Mr. Villarreal will be the City's day-to-day contact and be present at key meetings.

Mr. Villarreal will be responsible for data gathering and report writing, leading tasks, and coordinating with the client to ensure that data gathering proceeds smoothly and minimizes the burden on client staff. He has been selected to serve in this capacity due to his prior experience developing and updating a variety of impact fee programs throughout the State of California.

Managing Principal **James Edison** will serve as the **Principal-In-Charge/Technical Advisor.** His responsibilities will include overseeing consultant tasks, the quality of work products and assuring timely completion of the project.

He has been selected for this role because of his familiarity with innovative approaches to funding public facilities and recent legislative and case law changes that alter how cities can use the *Mitigation Fee Act*.

Mr. Edison is a former bond attorney, and an active member of the California State BAR. With this knowledge and expertise overseeing the City's project, he can be of assistance in advising, and addressing matters that are related to the review and/or preparation of a Nexus Study.

Firm's Organizational Structure

The City can be assured Willdan possesses adequate capacity to complete the project at hand. We are confident this engagement can be completed with the individuals identified herein. Our prior impact fee experience, combined with the strong professional management financial team that we have proposed, will enable the Willdan team to hit the ground running and meet tight time constraints. If additional team members are deemed necessary, due to unforeseen circumstances, Willdan as a whole is made up of over 70 employees, including a team of financial consulting experts. Mr. Edison can recruit additional, qualified individuals from our employee roster to assist with the completion of the City's Development Impact Fee Study to deliver the final materials on time and within budget, with appropriate quality review. Please be assured that if it is necessary to assign additional resources to the team, the required adjustments will be made with the City's prior consent.

Project Management

Furthermore, to ensure that the project stays on schedule, and is properly focused on City objectives, Mr. Edison, in collaboration with Mr. Villarreal, will provide City staff with updates to summarize our progress against the project timeline, and update the status of upcoming deliverables. We will also document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. The Project Team will utilize a detailed Project Management Plan from the outset of the engagement to manage and control all proposed activities, deliverable deadlines, client and stakeholder engagement, and quality control.

Willdan will meet with staff to enhance our understanding of the project objectives, review the project timelines, and seek assistance in identifying the best information sources to obtain the necessary inputs to evaluate the City of San Jacinto.

Finally, following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate. These steps guarantee that as the project moves forward success will be achieved by continually aligning our approach and work with stakeholder and City objectives, adjusting where necessary.

Resumes

Resumes for Willdan's project team are presented on the following pages.

Carlos Villarreal

Project Manager / Lead Analyst

Education

Master of Public Policy, Richard and Rhoda Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

Areas of Expertise

Fiscal Impact Analyses

Development Impact Fees

Public Facilities Financing Plans

GIS Analysis

11 Years' Experience

Mr. Carlos Villarreal is proposed to serve in the role of project manager/lead analyst due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types, including, but not limited to transportation, parks, library, fire, law enforcement and utilities.

Related Experience

City of Alameda, CA –Development Impact Fee Update: Mr. Villarreal served as the lead project analyst for this engagement to update the City's impact fee program. He coordinated with the City to gather the pertinent data for the project, and was instrumental in preparing the nexus study, in addition to participating in the presentation to stakeholders and the City Council

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as project manager for a study to update the City's existing nexus study, including general government, fire, police, parks and recreation, library and storm drain fee categories. The project scope included stakeholder outreach. The City has once again engaged Willdan and Mr. Villarreal is serving as the Project Manager on the project.

City of Santa Clara, CA – Parks Fee Update: As assistant project manager to Mr. Edison, Mr. Villarreal collected the necessary data to update the City's park impact fee. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Upland, CA – Impact Fee Study Update: Conducted a study to update the City's impact fee program, including general government, regional transportation, water, sewer, storm drain and park fees. Traffic fees were established within the San Bernardino Associated Governments' (SANBAG) guidelines to provide a local funding source for improvements of regional significance.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

County of San Benito, CA – Comprehensive Impact Fee Study: In the role of project manager, Mr. Villarreal assisted the County of San Benito with the preparation of an updated and expanded impact fee program. The fee programs included: 1) Capital Improvements Impact Fee; 2) Road Equipment Impact Fee; 3) Fire Mitigation Impact Fee; and 4) Park and Recreation Impact Fee.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

Rodeo-Hercules Fire Protection District, CA – Fire Impact Fee Update: Mr. Villarreal served as project manager for the District's fire impact fees update. The fee will be charged in two jurisdictions, the City of Hercules and the unincorporated community of Rodeo. The fees were adopted by the City Council in September 2009, and were presented to the Board of Supervisors in December 2009. At present, Mr. Villarreal is assisting the District with an update to their fire impact fee.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

Kern Council of Governments, CA – Regional Alternative Funding Program: Mr. Villarreal served in the role of project manager for the establishment of this program, which consisted of a deficiency analysis and nexus study to fund transportation projects in Kern County.

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning in order to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the *Mitigation Fee Act*.

City of Sierra Madre, CA – Public Facilities Fee Study: Willdan was retained to prepare impact fee documentation for the City of Sierra Madre. The impact fee documentation included several fee categories, including a park facilities fee and a Quimby In-Lieu Fee for parkland dedication. The analysis documented two separate park-related fees; one based on the Quimby Act and the other based on the *Mitigation Fee Act*. The City would collect the fee based on a standard of 3.0 acres per 1,000 residents if the development was subject to the Quimby Act land dedication requirement. For all other development, the City would collect based on the existing standard through the *Mitigation Fee Act.* The City would only collect one of the two fees depending on which fee was appropriate.

James Edison

Principal-in-Charge

Education

Juris Doctorate, Boalt Hall School of Law, University of California, Berkeley

Master of Public Policy, Richard and Rhoda Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Professional Registrations

Member of State Bar, California

Licensed Real Estate Broker, California

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

16 Years' Experience

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans, and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments, and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team updating the impact fee programs of the City of Alameda, and creating a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study includes a range of facilities including public protection, library and parks, as well as a transportation facilities impact fee, with different fees calculated for two zones in the County.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan Team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison is currently serving as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays those capital costs associated with growth. The existing fees were adopted in 1998.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

City of Pacifica, CA – Park Fee Update: Mr. Edison served as the City's project manager to update their park fee to include new costs and to impose fees for home expansion/remodels, in addition to new development.

County of Imperial, CA – Solar Farm Fiscal and Economic Analysis: Mr. Edison was engaged by the County of Imperial to evaluate the fiscal and economic impacts of a series of proposed solar-voltaic facilities (or "solar farms") on land near the Town of Calipatria, which is within the County. For each, Mr. Edison calculated the tax revenues and service expenditures accruing to the County from development of the project. He also estimated the economic impacts of the project using IMPLAN, including the impact of the construction and ongoing operation of the solar farm, along with the negative impact of the removal of the project site from agricultural production.

J. Edison
Resume Continued

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy in from the communities of Stanislaus County and the County government itself.

City of Foster City, CA – Gilead, Chess Drive, and Mirabella Fiscal Impact Studies: The City of Foster City hired Mr. Edison to provide an evaluation of the fiscal impact of three specific plans in the City. He evaluated the impact on services of each plan, the anticipated new revenues and expenditures, and the necessity for new public facilities to serve the projects.

City of Vallejo, CA – Costco Expansion Urban Decay, Economic and Fiscal Impact Analysis: In response to the City of Vallejo's request, Mr. Edison examined the economic impact of a proposed expansion of an existing Costco. The analysis included projections of the impact on sales tax, employment, property tax and the net impact to the City's budget. Based on the analysis, the City Planning Commission approved the Costco expansion.

City of Vallejo, CA – Service Island Annexation Fiscal Impact Analysis: The City of Vallejo engaged Mr. Edison to provide an analysis of the fiscal impact of the annexation of three unincorporated areas within the boundaries of the City of Vallejo, areas commonly called "service islands." Solano County LAFCO requested the City examine the impact of annexation as part of a larger annexation proposal by the City. He provided an examination of the fiscal implications of the annexation of each area, including population, business activity, and the likely revenues and costs associated with adding each area to the City.

County of Placer, CA – Bohemia Lumber Site, Fiscal Impact and Urban Decay Analysis: The County of Placer engaged Mr. Edison to examine the fiscal impact and potential urban decay effects from the development of the former Bohemia Lumber site into a retail center. Mr. Edison prepared the analysis and presented the results to the County Board of Supervisors.

City of Redding, CA – Oasis Towne Centre Financing and Fiscal/Economic Impact Analysis: Hired by the Levenson Development Company (LDC) to assist with an economic/fiscal impact study and a financing plan for the Oasis Towne Center, a retail development of approximately one million square feet in Redding, California. Mr. Edison advised LDC on how to structure the financing of the development in order to provide public benefits from the project and minimize the need for public resources. He prepared an economic and fiscal analysis and negotiated a series of service plans and fiscal mitigation measures with the City of Redding. Mr. Edison also prepared a financing plan for infrastructure needed not only for the immediate project but also for development within the entire Oasis Road Specific Plan area.

D. Questions/Response to Scope of Services

This section outlines Willdan's understanding of the situation surrounding the City of San Jacinto's need for a comprehensive update to their impact fees; and explains the project objectives. Furthermore, we provide background regarding public facilities financing in California, and an overview of our approach to development impact fee programs.

Project Understanding

Willdan understands that the City wishes to review its overall fee program, examining the structure (including potential sub areas), and its general level relative to comparable jurisdictions. In addition to updating existing fees, the City seeks to ensure that that new development pays its fair share of necessary infrastructure. The City therefore seeks assistance with identifying any additional fee categories that would be appropriate.

Many municipalities in California have seen increases in applications for building permits, and the City of San Jacinto is well positioned to capture a significant portion of the projected growth in the area. The City is seeking a consultant to develop an impact fee program to ensure a fair and reasonable fee structure, while meeting the requirements of the California Mitigation Fee Act (*California Government Code 66000 to 66025*). The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs.

Objectives

The objective of this project is to update the City's development impact fee pursuant to State law, which requires an update every five years. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans and costs and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 30 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: (1) capture the total demand often associated with major public facility investments; and (2) support analysis of debt financing, if needed. In contrast to build out projections, market based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We have a number of approaches that can be used to identify facility needs and costs to serve new development. Often this is a two-step process: (1) identify total facility needs; and (2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain because of the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: (1) the existing inventory method; (2) the planned facilities method; and (3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized on the page that follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan ("CIP") and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

The fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a "wish list" of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency's existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing as long as another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have a number of strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessment and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Our proposed scope will include an analysis of neighboring and comparable jurisdictions.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input. This proposal provides for two stakeholder meetings. Willdan can add additional meetings based upon a time and materials basis if needed.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Work Plan

Outlined below is Willdan's proposed work plan to assist in the preparation of development impact fees for the City of San Jacinto. ***This scope of services includes preparing the documentation necessary to update facility fees associated with the following:***

- Traffic Infrastructure
- City Hall and Public Works Facilities
- Fire Facilities
- Police Facilities

Willdan will consider and recommend modifications to the existing program structure, cost components, and fee amounts. In addition to the services for which the City presently charges fees, the study shall identify and recommend other permissible development impact fees consistent with the City's adopted goals and objectives.

We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

Task 1: Data Collection and Development

Objective: Obtain relevant documentation.

Description: Willdan will work with City departments to collect all available data, and to develop additional data required to fully support a comprehensive impact fee nexus study for each existing fee. Typically, this includes demographic projections and capital facilities, including existing and planned facilities as available. Willdan understands that the City will provide all data on projects to be analyzed, including cost. This includes traffic improvements and Willdan will need the City's support for the nexus between traffic improvements and new development. Willdan will review the project cost estimates and CIP for rough reasonableness, and in limited circumstances Willdan can provide high level cost estimates for certain improvements based on comparable projects elsewhere.

Task 2: Identification of New Impact Fees for Consideration

Objective: Identify potential additional fees.

Description: Willdan will work with City staff on potential additional fees. In addition to the new requested by the City (and detailed above), Willdan will provide a list of typical impact fees, and will examine other infrastructure needs the City might have related to new development. Based on this analysis and discussions, Willdan may propose new Impact Fees that the City is not currently collecting for consideration, and conduct a preliminary discussion with staff to determine if the City wants to proceed. If the City elects to implement additional fees, Willdan will include them in the nexus study, or prepare a supplemental analysis. We will prepare an estimate of the effort and cost associated with the data gathering and analysis necessary to develop and implement any proposed new fees.

Any such work will be "Extra Work" and will require additional fees. We will not proceed on detailed analysis for new fees until we have provided the estimate, and been given specific authorization to move forward.

Task 3: Fee Calculation and Analysis

Objective: Establish Maximum Justified Fee.

Description: Based on the data collected in Task 1, Willdan will prepare a calculation of the maximum fee that can be charged to new development, to support projected growth in the City. In most cases Willdan will prepare the fees using several methodologies for comparison by the City. As needed, Willdan will also suggest fee zones, or other ways of segmenting the fee programs, or capital facilities to accommodate particular needs in the City, such as development areas or City policies. Willdan will work closely with the City as it develops the fee schedule to ensure that the fee level, methodologies, and categories are consistent with the City's needs and strategies (as developed in Task 1 and over the course of the work effort), and with applicable state law.

Willdan will also prepare a comparison analysis of impact fees charged in surrounding and comparable California cities (maximum of six).

This scope assumes that cost estimates and project descriptions will be provided by the City or its consultants. Willdan can conduct such analysis, including a traffic study, at an additional cost.

Deliverables: Draft Fee Tables and Fee Comparison Analysis

Task 4: Administrative Draft Impact Fee Study

Objective: Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

Description: Willdan will prepare and provide a comprehensive administrative draft, as well as technical reports for each fee category, including but not limited to, methodology, findings, supporting justification, recommended impact fees, recommendation for the elimination/consolidation of existing fees based on the creation of new fees, methodology for calculating and applying fee credits in each category, and calculations that provide the legal nexus between the fee recommendations and new development as required by law.

The draft study will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documentation in appendices. The administrative draft and individual technical reports will include an executive summary and conclusion. The administrative draft will consist of a discussion of the framework, description of the project, applicable statutory/legal framework, methodologies used, analysis, a list of projects to fund and their prioritization by type, and fee and fee credit methodology recommendations. The administrative draft will include strategies and options for policymakers to set fees below full cost recovery, and an analysis of how these options would result in the elimination of specific projects or types of projects from the proposed project list for each fee category. Willdan will revise the administrative draft according to one set of consolidated comments from City staff.

Deliverables: Administrative draft Impact Fee report, inclusive of strategies and options.

Task 5: Prepare Public Review Draft Fee Update and Nexus Study

Objective: Develop a Public Review Draft and Hold Stakeholder Meetings

Description: Willdan will conduct two outreach meetings to key stakeholders, and one public hearing before the City Council. The purpose of these meetings is to provide the conclusions of the public review draft and solicit community and stakeholder input.

Deliverables: Willdan will create handouts for the meetings that summarize the findings and analysis from the Public Review Draft.

Task 6: Final Update and Nexus Study and Adoption by City Council

Objective: Final Report Presentation and Adoption

Description: After incorporating input from the community on the Public Review Draft, Willdan will prepare a final draft of the report. We will make revisions based on one set of consolidated comments on the final draft from City staff, and will review a draft of a proposed ordinance prepared by the City.

Deliverables: Willdan will present the Final Update and Study to the City Council during a public hearing, and make revisions, if any, requested by the City Council. We will assist staff and participate in the presentation to the Council if any additional follow-up Council meetings are needed to complete the City Council's adoption of new development impact fee update and nexus study.

We will provide up to ten (10) bound copies, one (1) unbound copy and one (1) electronic PDF file copy of the final nexus study. Willdan will also provide digital copies of the fee model, report, and any other documents prepared in connection with the study.

Additional assistance or participation in further presentations to the City Council, beyond our proposed six meetings, will be billed at our hourly rates or additional per meeting fee provided in the Cost and Price Section.

Task 7: Meetings

Objective: Attendance at meetings

Description: The project manager or a member of the Development Impact project team will attend meetings throughout the Development Impact Fee engagement. This scope of work includes six (6) meetings including a Project Kickoff Meeting, three (3) Submittal Review Meetings (60%, 90%, 100%), a Final Report Submittal meeting, and a Community Outreach/Development meeting.

Phone conferences are not considered meetings for the purposes of this scope. Additional meetings may be requested for an additional fee based on our hourly billing rates.

City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of San Jacinto assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

1) Coordinate responses to requests for information;

2) Coordinate review of work products; and

3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.

Statement of Differentiated Services

Willdan's approach to fee studies has been carefully honed over the years. The incorporated project team will work collaboratively with stakeholders to carefully assess and understand the City's specific issues and develop a truly unique, highly functional and intuitive study. We do not use a "cookie cutter" approach, but rather bring a combination of planning and financial expertise that provides a thorough understanding.

It should be noted that Willdan's project approach is different from that of our competitors. Willdan Consultants actually conduct the project, attend all of the meetings, present the findings and conclusions, and serve as the main point of contact throughout the entire engagement.

Willdan has established a communication process that will serve to enhance the effective implementation of this engagement. It is vital to the effective completion of this project that Willdan and City staff maintain lines of communication. The City and Willdan will identify primary contacts for both the project team and the City, and establish protocol for the exchange of information and the resolution of issues that develop in the normal course of a project.

To promote effective communication among the project team and the City, and to facilitate the successful completion of this project, it is proposed that Willdan will schedule and participate in periodic conference calls to discuss project issues.

F. References

Below are recent project descriptions, including client contact information, that are similar in nature to those requested by the City. We are proud of our reputation for customer service, and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines. A list of the studies completed by Willdan has been provided in section B, Qualifications and Experience of the Firm.

County of Riverside, CA
Comprehensive Impact Fee Study

Willdan assisted the County of Riverside with an update of its comprehensive impact fee program. The fee categories were broad and diverse including countywide facilities such as jail detention facilities and county parks and trails; unincorporated only facilities such as fire stations and libraries; and County planning area specific facilities including storm drain and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County due to separation by distance, as well as varying level of facilities by region.

The process was lengthy, involving significant efforts to inform staff of methodological differences between the Willdan methodology and the methodology of the previous consultant.

Client Contact:	Ms. Serena Chow, Administrative Services Manager 3403 10th Street, Suite 400, Riverside, CA 92501 Tel #: (951) 555-6619 | Email: schow@rivcoeda.org

County of Stanislaus, CA
Development Impact Fee Update

Willdan assisted the County with an update to the existing impact fee program. The program is made up of a range of facilities including public protection, library and park facilities. Fees are collected by all cities on new development within the County's jurisdiction.

The study also includes a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

Client Contact:	Mr. Keith Boggs, Assistant Executive Officer 1010 10th Street, Suite 6800, Modesto, CA 95354 Tel. #: (209) 652-1514 | Email: boggsk@stancounty.com

City of Soledad, CA
Development Impact Fee Update

The City of Soledad charges a wide range of development impact fees to new development. Willdan developed the general government, fire protection, police, parks, and storm drainage fees in 2006. In 2012, the City sought to comprehensively update its impact fee program for potential changes in demographics, growth projections, project costs and facility standards. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

Willdan developed a technically defensible fee justification based on the reasonable relationship and deferential review standards; provided a schedule of maximum-justified fees by land use category; engaged stakeholders to facilitate public support for the impact fee; and provided comprehensive documentation of all assumptions, methodologies, and results, including findings required by the Mitigation Fee Act (California Government Code 66000 to 66025).

Client Contact:	Mr. Donald Wilcox, PE, Public Works Director 248 Main Street, Soledad, CA 93960 Tel. #: (831) 223-5173 | Email: donald.wilcox@cityofsoledad.com

City of Alameda, CA
Development Impact Fee Update

The City of Alameda had not updated their development impact fees in over a decade, and required a nexus study and other assistance in order to comply with the Mitigation Fee Act. The fees to be updated included Streets/Transportation, Parking, Police, Fire, Housing, Public Art, Parks and Open Space, and Capital Facilities. In addition to the updates the City sought advice on restructuring its current fees and updating City ordinances.

Willdan prepared a full nexus study, including demographic projections, updated capital facilities, and the required findings to establish the legality of the City's fees under the *Mitigation Fee Act*. Willdan also prepare a survey of comparable fees in neighboring jurisdictions and a burden analysis. The purpose of the burden analysis was to measure the economic feasibility of the proposed fee program by examining the total cost of public facilities imposed when a building permit is pulled compared to development project market value.

Client Contact:	Mr. Liam Garland, Administrative Services Manager 2263 Santa Clara Avenue, Alameda, CA 94501 Tel #: (510) 747-7962 | Email: lgarland@ci.alameda.ca.us

City of Laguna Hills, CA
Park Development Impact Fee Study

Willdan assisted the City of Laguna Hills with the revision and updating of its park impact fee in 2015. The City had two primary goals specific to this engagement. First, the overall program had to be updated to reflect current demographics and park facility costs. Second, the City up to that point had relied exclusively on fees under the Quimby Act, which did not apply to projects subject to the Subdivision Map Act. The City had received proposals for several large apartment complexes that would be exempt from Quimby, and therefore asked Willdan to provide a fee program based on the *Mitigation Fee Act*.

Willdan updated the City's demographic data and facility planning in order to properly update the Quimby Fee and implement an MFA impact fee. The project team then calculated the applicable impact fees for single family and multi-family dwelling units and prepared a nexus study that documented the fees and the necessary legal findings under both applicable Acts.

Client Contact:	Mr. David Chantarangsu, AICP, Community Development Director 24035 El Toro Road, Laguna Hills, CA 92653 Tel #: (949) 707-2670 | Email: dchantarangsu@lagunahillsca.gov

G. Implementation Schedule

Willdan understands time is of the essence for the City of San Jacinto to begin this engagement. This schedule can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

Development Impact Fee Study

City of San Jacinto
Development Impact Fee Study

Implementation Schedule

Scope of Services	February				March				April					May				June			
	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
Task 1: Data Collection and Development																					
Task 2: Identification of New Impact Fees for Consideration																					
Task 3: Fee Calculation and Analysis																					
Task 4: Administrative Draft Impact Fee Study																					
Task 5: Prepare Public Review Draft Fee Update and Nexus Study																					
Task 6: Final Update and Nexus Study and Adoption by City Council																					
Task 7: Meetings																					

H. Insurance Requirements

Insurability

With a rating of A+XV, Willdan maintains insurance from top-rated companies. Upon award of contract, certificates of insurance and endorsements will be provided to the City. A sample certificate of insurance has been provided below.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/31/2017

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
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	Lexington Insurance Company	19437
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Willdan Financial Services
27368 Via Industria
Suite 200
Temecula, CA 92590 USA

COVERAGES **CERTIFICATE NUMBER:** 570069107264 **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. **Limits shown are as requested**

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 Employee Benefits Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6307J366586TIL17	11/09/2017	11/09/2018	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 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-7J365332-TIL-17	11/09/2017	11/09/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			CUP9J5811041714	11/09/2017	11/09/2018	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9J558819TIL17	11/09/2017	11/09/2018	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
B	Archit&Eng Prof			028174912 SIR applies per policy terms & conditions	11/09/2017	11/09/2018	Aggregate Per Claim SIR	$2,000,000 $1,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: For Proposal Only. Additional insured and Waiver of Subrogation can be provided upon receipt of a written contract.

CERTIFICATE HOLDER

Willdan Financial Services
27368 Via Industria, Suite 200
Temecula CA 92590 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570069107264

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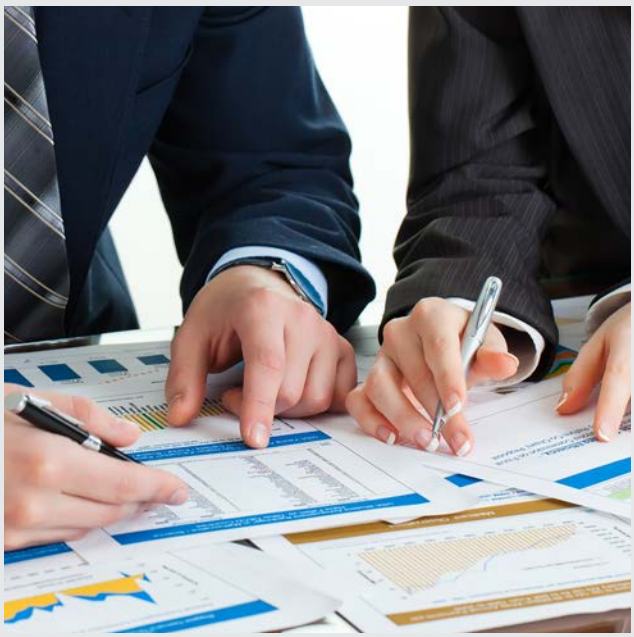
City of San Jacinto

Fee Proposal

Development Impact Fee Study and Analysis



WILLDAN

WILLDAN
FINANCIAL SERVICES

January 11, 2018

Mr. Tom Prill
Finance Director
City of San Jacinto
595 S. San Jacinto Avenue
San Jacinto, CA 92583

Re: Fee Proposal for a Development Impact Fee Study

Dear Mr. Prill:

Willdan Financial Services ("Willdan") is pleased to present the following Fee Proposal to the City of San Jacinto ("City") to provide a Development Impact Fee Study. This submission reflects our understanding of the City's Request for Proposal (RFP).

Willdan is excited about this opportunity to serve the City of San Jacinto. To discuss any aspect of our technical and/or fee proposal, please contact me directly at (951) 587-3528 or via e-mail at CFisher@Willdan.com, or Mr. James Edison at (510) 788-8871, or via email at JEdison@Willdan.com.

Sincerely,
WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President - Group Manager
Financial Consulting Services

E. Fees

Fixed Fee

Development Impact Fee Study

Based on the corresponding work plan identified within Willdan's Technical Proposal, we propose a ***fixed fee of $38,000*** to prepare a Development Impact Fee Study. The table below provides a breakdown of this fee by task and project team member.

City of San Jacinto
Development Impact Fee Study

Fee Proposal

		J. Edison Principal-in-Charge	C. Villarreal Project Manager	Total	
		$ 240	$ 165	Hours	Cost
Scope of Services					
Task 1:	Data Collection and Development	6.0	24.0	30.0	$ 5,400
Task 2:	Identification of New Impact Fees for Consideration	6.0	20.0	26.0	4,740
Task 3:	Fee Calculation and Analysis	6.0	16.0	22.0	4,080
Task 4:	Administrative Draft Impact Fee Study	8.0	20.0	28.0	5,220
Task 5:	Prepare Public Review Draft Fee Update	10.0	16.0	26.0	5,040
Task 6:	Final Update and Adoption by City Council	10.0	14.0	24.0	4,710
Task 7:	Meetings	12.0	22.0	34.0	6,510
Subtotal – Development Impact Fee Study		**58.0**	**132.0**	**190.0**	**$ 35,700**
Additional Expenses					**$ 2,300**
Total – Development Impact Fee Study					**$ 38,000**
Additional Meetings					**$ 1,750**

Development Impact Fee Limitations
Our fees stated in the Development Impact Fee Budget include attendance at a total of six in-person meetings with City staff, stakeholders, and City Council. Attendance at more than six in-person meetings shall be billed at our current hourly rates, provided below. Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the Hourly Rates table listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

Examples of Additional Services include:
Additional analysis based on revised assumptions requested by the City, including possible changes in facilities needs list, infrastructure costs, populations projections, and related data once preparation of draft administrative report has been approved; Negotiations with stakeholders once the report has been prepared; and Time expended related to obtaining data assigned to City under "City Staff Support", as stated in our work plan.

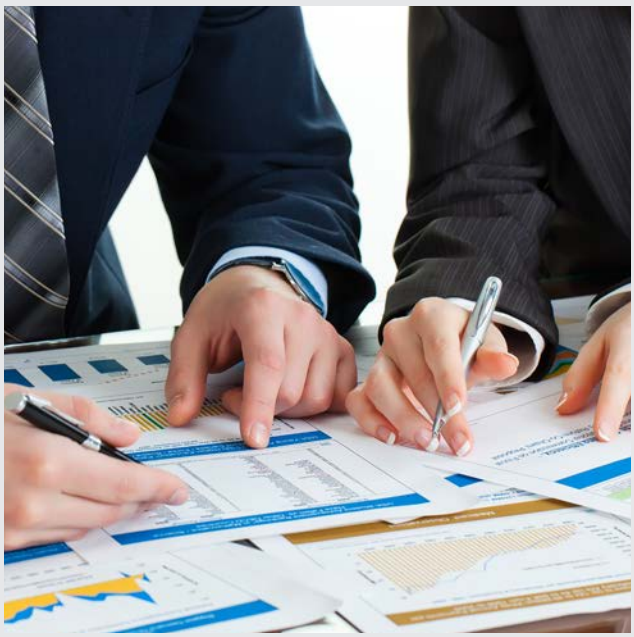
Notes

- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City, and will be billed at our then-current hourly overhead consulting rates.

Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule	
Position	**Hourly Rate**
Group Manager	$250
Managing Principal	$240
Principal Consultant	$210
Senior Project Manager	$185
Project Manager	$165
Senior Project Analyst	$135
Senior Analyst	$125
Analyst II	$110
Analyst I	$100



WILLDAN

27368 Via Industria, Suite 200
Temecula, California 92590-4856
800.755.6864 | 951.587.3500 | Fax: 951.587.3510
www.willdan.com

CITY OF SAN JACINTO

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 7th day of May, 2019, by and between the City of San Jacinto, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 595 South San Jacinto Avenue, San Jacinto, California 92583 ("City") and Willdan Financial Services, a California Corporation, with its principal place of business at 27368 Via Industria, Suite 200, Temecula, California 92590 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional financial consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional financial consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional financial consulting services for the Full Cost Allocation Plan and User Fee Study project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional financial consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from May 2019 to December 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the

means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as indicated in the Consultant's proposal dated January 11, 2018.

3.2.5 City's Representative. The City hereby designates Thomas Prill, Finance Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Chris Fisher, Vice President – Group Manager, or his/her designee, to act as its representative for the

performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones").

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to,

the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.5 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees,

agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.11.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, 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 directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed forty-one thousand three hundred twenty-five dollars ($41,325) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590 ATTN: Chris Fisher
City:	City of San Jacinto 595 S. San Jacinto Avenue San Jacinto, CA 92583 ATTN: Thomas Prill

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.8 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is

submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation

of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SAN JACINTO AND WILLDAN FINANCIAL SERVICES

CITY OF SAN JACINTO

By: _____
Robert A. Johnson
City Manager

WILLDAN FINANCIAL SERVICES

By: _____
Chris Fisher
Vice President – Group Manager

Attest:

_____
Angela Walton
City Clerk

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The scope of services is as presented in Section D ("Questions/Response to Scope of Services") of the Consultant's Proposal dated January 11, 2018.

EXHIBIT "B"
SCHEDULE OF SERVICES

The schedule of services is as presented in Section G ("Implementation Schedule") of the Consultant's Proposal dated January 11, 2018, adjusted as agreed-upon between the City and the Consultant.

EXHIBIT "C"
COMPENSATION

The compensation is as presented in Section E ("Fees") of the Consultant's Proposal dated January 11, 2018.

Item Number 12B

STAFF REPORT

Date: February 18, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Santor Nishizaki, Acting City Manager/Executive Director
By: Finance Department, City Clerk's Office, and City Attorney's Office

Subject: **Presentation Regarding a Request for Qualifications for the Acquisition of the Atlantic Avenue/Clara Street Property Document, Proposed Resolutions, Loan Agreements, and Long-Term Property Management Plan; Adoption of Proposed Resolution No. SA 20-02 Approving an Agreement with Valbridge Property Advisors; and Adoption of Proposed City Council Resolution No. 20-05 Acknowledging Certain Actions by the City of Cudahy as Successor Agency**

RECOMMENDATION

The City Council serving as the Successor Agency to the former Cudahy Community Redevelopment Commission, and City Council is requested to:

1. Receive a presentation for the Disposition of certain Successor Agency properties. (The presentation will cover a Request for Qualifications for the Acquisition of the Atlantic Avenue/Clara Street Property (the "RFQ"), proposed resolutions, proposed loan agreements, and an overview of the previously approved Long-Term Property Management Plan);

The City Council serving as the Successor Agency to the former Cudahy Community Redevelopment Commission is requested to:

2. Adopt proposed Resolution No. SA 20-02 (Attachment B):

    a. Approving an agreement with Valbridge Property Advisors to appraise the fair market value of Successor Agency property;
    b. Approving the general form of a request for qualifications for the disposition of certain Successor Agency lands;

c. Approving a loan agreement (Attachment E) with the City of Cudahy and Authorizing certain related actions; and

The City Council is requested to:

3. Adopt proposed City Council Resolution No. 20-05 (Attachment D):

   a. Acknowledging certain actions by the City of Cudahy as Successor Agency relating to the potential disposition and sale of Successor Agency lands; and
   b. Approving a loan agreement (Attachment E) with the Successor Agency and Authorizing certain related actions.

BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On November 12, 2015, the Successor Agency submitted a Long-Range Property Management Plan (LRPMP) to the State of California Department of Finance (DOF) for review and approval prior to January 1, 2016.

3. On December 16, 2015, DOF approved the LRPMP submitted by the Successor Agency.

4. On February 4, 2020, City Council / Successor Agency board directed City staff to issue a Request for Qualifications (RFQ) for the Acquisition of the Atlantic Avenue/Clara Street Property (Attachment A).

5. On January 29, 2020, the City issued a letter inviting six real estate appraisal firms to prepare an appraisal report to the City which sets forth the fair market value of the land and improvements.

6. On February 6, 2020, the City had received four proposals for the appraisal of properties listed in the LRPMP.

ANALYSIS

The Successor Agency has control over 25 parcels grouped into 6 sites (Sites), all of which are located within the boundaries of the City and subject to the provisions of the Agency's Project Area Redevelopment Plan and any subsequent amendments, the Agency's Five-Year Implementation Plan 2004-2009, the City's Municipal Code, and City's General Plan.

A general description of the lands owned by the Successor Agency is provided in the 2015 Cudahy Long-Range Property Management Plan (Attachment F).

Since the approval of the LRPMP it will be necessary for a qualified appraisal firm to prepare current fair marked valuation appraisals for each of the Sites identified in the LRPMP prior to their disposition / development.

As part of the preparation for the final release of the RFQ document (Attachment A) by the Successor Agency, the Successor Agency solicited interest from six qualified appraisal firms. Written proposals were received from four of the six appraisal firms to prepare a current fair market valuation appraisal for each of the Sites.

Staff has determined that the most responsive proposal to prepare such an appraisal report has been obtained from Valbridge Property Advisors (Attachment C1). Valbridge Property Advisors has proposed to prepare an appraisal report for each of the six (6) Sites for a total compensation amount of $21,900. The reports will be completed and submitted to the Successor Agency for approval and acceptance within thirty (30) days following issuance by the Successor Agency of a written notice to proceed to Valbrige Property Advisors.

The Request for Qualifications (RFQ) for the Acquisition of the Atlantic Avenue/Clara Street Property (Attachment A) is in draft form at this time. The draft RFQ is subject to review and comment by the members of the governing board of the Successor Agency. The attached RFQ document is modeled for "Site 6", and following Cudahy staff's receipt of comments from the members of the governing board of the Successor Agency, an RFQ document can be appropriately edited for each of the other Sites and then released by the Successor Agency to solicit interest from qualified developers to negotiate the final terms for the purchase one or more of the Sites from the Successor Agency.

The RFQ is not in itself a property sale document --instead it is a document in which the Successor Agency offers to select a qualified developer to begin such negotiations with the Successor Agency for the sale of one or more of the Sites based upon a process as generally set forth in the text of the RFQ.

Subject to the input of the members of the Successor Agency regarding comments on the RFQ document, the consideration and adoption of the attached Successor Agency Resolution and the attached City Council Resolution shall authorize the completion and release of the RFQ documents for each of the Sites. In addition, the City Council resolution authorizes the City Manager to set up a "Dropbox" to assist the Successor Agency to provide information and reports to persons who are interested in presenting a proposal to the Successor Agency to acquire a Site pursuant to the RFQ process. Proposals are referred to in the RFQ document as "Statements of Qualifications "or "SOQs".

Pursuant to the Dissolution Law, the costs incurred by Successor Agencies to identify and catalog its property assets in the LRPMP with DOF-specified information are considered an "enforceable obligations" and paid by funds from the Redevelopment Property Tax Trust Fund (RPTTF). Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the RPTTF. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.

The Successor Agency is eligible to recover certain costs of the sale of each of the Sites as a "project expense", or cash reimbursement payable to the Successor Agency from the proceeds of the sale of each Site. The balance of the cash sales price for each Site, after the reimbursement of Successor Agency sale expanses, will be distributed by the Los Angeles County Auditor-Controller to each of the "taxing entities", including the City of Cudahy, as a "residual RPTTF distribution.". One such cost of sale is the sum payable to Valbridge Property Advisors to prepare a current day fair market valuation appraisal report (in the case an amount not to exceed $30,000) as part of the release of the RFQ. Other potential Successor Agency costs of sale for each of the Sites will include updated title reports, escrow charges and other third party costs, including Successor Agency consultant and legal counsel expenses. Accordingly, the City Council resolution (Attachment D) and the Successor Agency resolution (Attachment B) each contain approval of a "Loan Agreement" between the City and the Successor Agency so that the Successor Agency has a temporary source of funds to pay for the cost of obtaining updated appraisal reports for each Site pending the final disposition of the Sites.

CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 21-22, the $30,000 loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of DOF.

This loan must be included upon the final form of ROPS 21-22 in order to be recovered by the City.

FISCAL IMPACT

Funds need to be made available to the Successor Agency from the City's General Fund in the amount of $30,000 for an emergency loan.

ATTACHMENTS

A. Request for Qualifications for the Acquisition of the Atlantic Avenue/Clara Street Property (the "RFQ");
B. Successor Agency Resolution No. SA 20-02
C. Letter Requesting Appraisal Services and Responses
D. City Council Resolution No. 20-05
E. Successor Agency Loan Agreement Number ROPS 2021-22:12
F. 2015 Cudahy Long-Term Property Management Plan

CITY OF CUDAHY
AS
SUCCESSOR AGENCY
TO THE FORMER
CUDAHY
COMMUNITY DEVELOPMENT COMMISSION

March 2020

Request For Qualifications for the Acquisition of the Atlantic Avenue/Clara Street Property

"Site 6"

[NOTE: THIS DOCUMENT IS IN DRAFT FROM AND IS SUBJECT TO EDITS AND REVISIONS BY THE MEMBERS OF THE GOVERNING BOARD OF THE SUCCESSOR AGENCY]

Release Date: March _, 2020

DRAFT

Introduction

The City of Cudahy as the Successor Agency to the former Cudahy Community Development Commission (the "Successor Agency)" is seeking statements of qualifications (herein "Proposals" or "SOQs") from qualified persons interested in acquiring certain land owned by the Successor Agency which is referred to herein as the "Atlantic Avenue/Clara Street Property," or the "Property," or "Site 6."

The Property is specifically identified as "Site 6" in the document entitled "2015 Long-Range Property Management Plan" prepared for the Successor Agency, dated October 2015 (the "Cudahy LRPMP"). A copy of the text of the Cudahy LRPMP has been posted to a Dropbox hosted by the City of Cudahy (the "City") on behalf of the Successor Agency which may be viewed by interested persons at _____ (the "Site 6 Dropbox").

This Request for Qualifications document is referred to herein as the "RFQ" or the "RFQ for Site 6."

The Successor Agency is seeking a qualified purchaser of the Atlantic Avenue/Clara Street Property who will assist the Successor Agency to realize the following objectives for a potential sale of the Property to such purchaser:

- Assist the Successor Agency to realize the highest possible compensation for a sale of the Property by the Successor Agency to a qualified purchaser;
- Provide technical expertise to undertake and complete a development entitlement process for the Property on terms reasonably acceptable to such a qualified purchaser which in turn will help the Successor Agency to achieve the highest possible compensation in connection with the sale of the Property; and
- Demonstrate the financial resources and experience necessary to achieve these objectives.

Given the multi-phased nature of any transaction to acquire the Property from the Successor Agency, arrangements or associations between developer teams (developers, architects, etc.) and environmental consultants are welcome as part of the response of interested persons to this RFQ.

Concurrently with the release of this RFQ for Site 6, the Successor Agency has also issued requests for proposals for other lands which are owned by the Successor Agency. These other lands are also generally described in the Cudahy LRPMP.

Although it is not a condition or requirement under this RFQ, interested persons/qualified purchasers of Site 6 may also submit a timely response to the Successor Agency for any of the other requests for proposals released by the Successor Agency with respect to any of the other Successor Agency owned sites in accordance with the applicable provisions of those other requests for proposals, separately from the delivery of a timely SOQ to the Successor Agency under this RFQ for Site 6.

Each person who may submit a Proposal in response to this RFQ for Site 6 is referred to below as a "Bidder."

Please bear in mind that the Successor Agency reserves the right to modify, supplement or withdraw this RFQ for Site 6 at any time after its issuance date. Any such modification, supplement or cancellation of this RFQ for Site 6 shall be noted by the Successor Agency as an update to the Site 6 Dropbox; provided however that the Successor Agency shall not post any such modification, update or cancellation of this RFQ for Site 6 within less than seventy-two (72) hours before the then applicable return date of Proposals to this RFQ for Site 6.

Accordingly, each Bidder is advised to consult the Site 6 Dropbox for updates.

[INSERT AERIAL PHOTO OF SITE 6 AND ASSESSOR MAP BOOK PAGE]

Site 6 Description

The Property is located near the intersection of East Clara Street and South Atlantic Avenue. The Property includes eight (8) contiguous parcels. The Property is approximately 1.66 acres in size and is designated as "CC (Community Commercial)" on the City of Cudahy General Plan and zoning.

[INSERT NARRATIVE TEXT OF POTENTIAL DEVELOPMENT DENSITIES ON THE PROPERTY UNDER NEW CITY OF CUDAHY GENERAL PLAN]

In 2015 the Property was valued at $5,710,000 as indicated in the Cudahy LRPMP. A current fair market value appraisal report for the Property indicates a March __, 2020 valuation of the Property at $_____, assuming for the purposes of such current valuation appraisal, that the Property has no adverse environmental condition which could affect such fair market valuation. A copy of the March __, 2020 appraisal report for the Property has been posted to the Site 6 Dropbox and may be reviewed by each Bidder.

The Property currently generates annual rent from the three (3) businesses on the Property. For additional information concerning these rents and occupancies on Site 6, each Bidder is advised to consult the Site 6 Dropbox.

Building and Parcel Information

The following table describes existing improvements on the Property:

APN	Address	Type	Approximate Sq.Footage
APN _____	4613 and 4615 E. Clara St.	Duplex	1,120
APN _____	4660 [Editor's Note: Check address] South Atlantic Ave	Retail Store	4,482
APN _____	7630 South Atlantic Ave	12-unit motel	5,342
APN _____		51-unit motel	19,566
APN _____	6438 South Atlantic Avenue	None	
APN _____			
APN _____	7644 South Atlantic Avenue	None	
APN _____			

[INSERT STREET LEVEL PHOTOS OF THE PROPERTY]

Environmental Condition of Site 6

A "Phase I Environmental Site Assessment Report" was prepared for the Successor Agency in August 2015 with respect to the Property (the "Site 6 Phase I Report"). A copy of the Site 6 Phase I Report may be viewed by each Bidder at the Site 6 Dropbox. In brief summary, the Site 6 Phase I Report concluded that:

- A historical gas station site was operating on a portion of the Property from 1947 to 1966 and represents a potential source of contamination.
- The Site 6 Phase I Report identifies a historic dry cleaner operation on a portion of the Property. Dry cleaners commonly used PCE, a highly volatile solvent.

For additional information about the environmental condition of the Property and the recommendations of the consultant who prepared the Site 6 Phase I Report regarding these conditions, each Bidder is referred to the Site 6 Phase I Report.

Neither the Successor Agency, the City or the Los Angeles County Consolidated Oversight Board make any representation or warranty to any Bidder about the accuracy or completeness of the Site 6 Phase I Report. The Site 6 Phase I Report is made available for inspection on the Site 6 Dropbox as an informational guidance document only. Any use or reliance upon the information, assessments or conditions contained in the Site 6 Phase I Report shall be at the sole liability of the Bidder.

SUBMITTAL REQUIREMENTS FOR A PROPOSAL/SOQ BY ANY BIDDER FOR SITE 6

The Proposal of each Bidder for Site 6 is sometimes referred to herein as a Statement of Qualifications ("SOQ") and each SOQ delivered to the Successor Agency by a Bidder must include the following information:

1. *Description of Bidder Team.* A suitably detailed description of the Bidder, including the role of each organization and/or team member; as applicable. Please include brief resumes for each principal of the team, and a single point of contact information for the Bidder.

2. *Proposed Purchase Price and Conditions to Purchase.* An indication of the proposed purchase price payable by the Bidder to the Successor Agency in cash for the Property at the time of satisfaction of all conditions of the Bidder for the purchase of the Property.

3. *Proposed Scope of Bidder Due Diligence, and Acquisition Closing Terms.* A suitably detailed description of (i) the Bidder's proposed scope and timeline for a due diligence investigation of the Property; (ii) the type of development entitlement, if any which the Bidder may seek to obtain for the Property from the City of Cudahy in its land development regulatory capacity; and (iii) other Property acquisition closing terms required by the Bidder as a condition to the purchase the Property from the

Successor Agency.

4. *Experience.* A suitably detailed description of the land development experience of the Bidder including the development of mixed use urban commercial and residential projects or development sites comparable to the Property.

5. *Proposed Remediation Investigation Work for the Property*. This component must also include a timeline and general description of the scope of Property remedial investigation work which the Bidder believes may be indicated for Site 6 following the execution of the "Exclusive Right to Negotiate" by the Bidder and the Successor Agency, as described below.

6. *Financial Qualifications.* The provision of clear evidence of financial resources of the Bidder to undertake the acquisition of the Property.

7. *Other Information.* Bidder may provide other descriptive material not to exceed five (5) pages in length, as the Bidder deems appropriate. No building elevations or site improvement plan concepts need to be submitted as part of the SOQ in order for the SOQ to receive consideration either by the Successor Agency selection panel described below, or by the governing board of the Successor Agency. However, the likelihood of the City of Cudahy granting entitlement approval of the proposed development and use of the Property by the Bidder as described in the Proposal will be a factor in the evaluation of each SOQ.

In general, the Successor Agency does not believe that a SOQ (exclusive of any financial information or development concept drawings) needs to exceed more than a total of fifteen (15) pages of text.

SELECTION PROCESS

1. A selection panel designated by the governing board of the Successor Agency will conduct an initial review of each Proposal to confirm its responsiveness to this RFQ, and if a SOQ is deemed responsive, then the selection panel will rank each such SOQ as received by the Successor Agency using the selection criteria described below.
2. Based on such selection panel review, the two (2) Bidders whose RFQs are deemed most responsive may, at the sole discretion of the Executive Director of the Successor Agency, be requested to submit more detailed information with respect to each Bidder's interest and capacity to promptly complete the due diligence investigation for its acquisition of the Property from the Successor Agency on the terms and conditions proposed in the Bidder's RFQ.
3. Upon the completion of an evaluation of all Proposals for Site 6 (including any additional information under subparagraph 2, above), the selection panel shall submit its highest ranked SOQ for consideration for as the preferred Bidder approval by the governing board of the Successor Agency for the potential purchase of the Property.

Please bear in mind that the members of the governing board of the Successor Agency reserve the discretion to reject any Proposal submitted to them by the Successor Agency selection panel for any reason.

SELECTION CRITERIA

In its evaluation of each Proposal, the Successor Agency selection panel will review and evaluate the responsiveness of each SOQ based the weight of the factors described below.

[Selective Criteria are subject to modification by the governing board of the Successor Agency]

Proposed purchase price for Site 6	Proposed purchase price payable to the Successor Agency by the Bidder upon satisfaction of the conditions set forth in the SOQ for the Bidder's purchase of the Property.	50%
Financial capacity	An indication of demonstrated financial resources to perform the due diligence described by the Bidder in the SOQ and complete the purchase of the Property from the Successor Agency.	15%
Bidder experience	The Bidder's previous experience related to the acquisition and development of comparable lands.	10%
Overall presentation of SOQ	The overall quality of the presentation of the SOQ in light of the goal of the Successor Agency to realize the highest feasible value from the sale of the Property.	15%
If applicable	Supplemental response of Bidder under subparagraph 2 of "Selection Process"	10%

The Los Angeles County Consolidated Oversight Board shall perform no roll in the evaluation of the SOQ of any Bidder. The final selection of the most responsive Bidder for the Site is the sole responsibility of the governing board of the Successor Agency; provided however, that each Bidder is advised that the Los Angeles County Consolidated Oversight Board reserves its discretion to approve or disapprove the final terms of the disposition of the Site to a Bidder designated by the Successor Agency in accordance with applicable law.

SCHEDULE FOR RFQ FOR SITE 6

[Schedule is tentative at this time and is subject to modification]

DRAFT

RFQ release date	March __, 2020
RFQ orientation	March__, 2020, 6:00 PM
Final questions from Bidders due	April __, 2020
Answers to pending questions	April __, 2020
SOQ return date	April __, 2020, 5: 00 PM
Selection panel review of SOQs	April __, 2020 to April __, 2020
Governing board of Successor Agency adopts a resolution accepting an SOQ of the successful Bidder for Site 6	May __, 2020 or as soon thereafter as practicable

The governing board of the Successor Agency reserves its discretion to consider other factors or give other weight to the selection criteria than considered by the selection panel which the member of the governing board of the Successor Agency deems appropriate in the final selection of the successful Bidder for Site 6.`

Within ten (10) days following the designation of the successful Bidder for Site 6 by the governing board of the Successor Agency, as evidenced by the adoption of a resolution of the governing board of the Successor Agency, the successful Bidder and the Successor Agency shall enter into an "Exclusive Right to Negotiate." The City of Cudahy shall not be a party to the Exclusive Right to Negotiate. The execution of the Exclusive Right to Negotiate by the Successor Agency shall confer no legal or equitable interest in the Property on the Bidder and does not limit the regulatory person of the City to approve or disapprove or conditionally approve any particular development entitlement for the Property. The Exclusive Right to Negotiate sets forth the framework for the mutual negotiation and approval by the Bidder and the Successor Agency of the specific terms of a potential purchase and sale agreement for Site 6. The general form of such an Exclusive Right to Negotiate may be inspected by each Bidder at the Site 6 Dropbox.

In the event that the Bidder and the Successor Agency may fail to execute such an Exclusive Right to Negotiate within ten (10) days following the adoption by the governing board of the Successor Agency resolution designating the successful Bidder for any reason, the Successor Agency may thereafter make other arrangements to dispose of the Property to another person or entity, including another Bidder, in its sole and absolute discretion.

Please submit all questions as relate to this RFQ for Site 6 in writing to _____. An answer to each question submitted to _____ will be posted to the Site 6 Dropbox as promptly as feasible; provided however that the Successor Agency shall not respond to questions from Bidders submitted after the April __, 2020, date indicated, above. Bidders are advised that all Successor Agency and City staff have been informed to refer Bidders with questions concerning the RFQ process to _____.

All SOQs must be submitted to the Successor Agency by means of electronic delivery to the Site 6 Dropbox by no later than 5:00 PM on April ___, 2020.

All SOQs must be submitted to the Site 6 Dropbox as one (1) combined PDF file.

NOTICE: NO PROPOSAL FOR SITE 6 WILL BE ACCEPTED BY THE SUCCESSOR AGENCY AFTER THE DATE AND TIME INDICATED ABOVE OR BY THE DATE AND TIME AS MAY BE MODIFIED BY A SUPPLEMENTAL NOTICE OF THE SUCCESSOR AGENCY AS POSTED TO THE SITE 6 DROPBOX.

GENERAL CONDITIONS

Issuance of this RFQ does not obligate the Successor Agency to complete the RFQ process as described above or to select a Bidder for the entry into an Exclusive Right to Negotiate for potential terms of purchase of the Property, nor shall the Successor Agency, or the City of Cudahy or the Los Angeles County Consolidated Oversight Board be liable for any cost incurred by the Bidder in the preparation and submittal of a Proposal to the Successor Agency.

An incomplete Proposal that does not conform to the requirements specified herein will not be further considered by the Successor Agency. The act of submitting a SOQ to the Successor Agency is a declaration that the Bidder has read the Site 6 RFQ and understands all the requirements and conditions related to the delivery of the SOQ to the Site 6 Dropbox.

The Successor Agency reserves the right in its sole discretion to:

- modify or cancel the selection process for Bidders or modify the schedule of this RFQ at any time;
- waive minor irregularities in the responsiveness of one or more Proposals to the RFQ;
- reject all SOQs after delivery to the Successor Agency, and to seek new responses by other means acceptable to the Successor Agency when it is in the best interest of the Successor Agency to do so;
- seek clarification or additional information from any Bidder as the Successor Agency deems appropriate during the course of its evaluation of any SOQ for Site 6.

Subject to the availability of City or Successor Agency staff to accompany one or more Bidders for an escorted on-site inspection of Site 6, each Bidder may schedule with _____, the conduct of a limited on-site inspection of the Property prior to the last day for the submission of questions by Bidders to the Successor Agency. Any such escorted on-site inspection of the Property shall be conducted at the sole cost and expense of the Bidder. Any such escorted on-site inspection of the Property shall be further conditioned upon the execution by the Bidder of a license agreement authorizing

limited entry for such entry in a form approved by the Successor Agency. The general form of such a license agreement may be viewed at the Site 6 Dropbox.

All correspondence and data submitted by each Bidder shall be deemed to be a public record of the Successor Agency subject to the provisions of the next two (2) sentences. The Successor Agency shall exercise best efforts to maintain the confidentiality of financial statements of the Proposer provided such information is separately labeled as "CONFIDENTIAL BUSINESS RECORD [INSERT NAME OF BIDDER]." The Successor Agency shall not release or make available for inspection as a public record the text of any SOQ which the Successor Agency may receive for Site 6 until ten (10) days after the governing board of the Successor Agency has designated the most responsive Bidder for Site 6, as evidence by a resolution of the Successor Agency which identifies such most responsive Bidder.

Neither the Successor Agency, the City of Cudahy or the Los Angeles County Consolidated Oversight Board make any representation about the condition of the Property, including buildings, utilities, soils, or other surface or subsurface conditions in the RFQ or the development or use potential for the Property. The City of Cudahy reserves all of its regulatory power and discretion to approve, disapprove or approve subject to conditions any development project which the Bidder may propose for the Property.

Each Bidder is solely responsible for making its own conclusions concerning such conditions of the Property.

Information as provided in this RFQ or which is made available for inspection and review on the Site 6 Dropbox or by Successor Agency staff or which may otherwise be available on the City of Cudahy website, is provided for the convenience of the Bidder only. The accuracy or completeness of such information is not warranted to any Bidder by the Successor Agency, the City of Cudahy or the Los Angeles County Consolidated Oversight Board.

DRAFT

RESOLUTION NO. SA 20-02

A RESOLUTION OF THE CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION APPROVING AN AGREEMENT WITH VALBRIDGE PROPERTY ADVISORS TO APPRAISE THE FAIR MARKET VALUE OF SUCCESSOR AGENCY PROPERTY, APPROVING THE GENERAL FORM OF A REQUEST FOR QUALIFICATIONS FOR THE DISPOSITION OF CERTAIN SUCCESSOR AGENCY LANDS, APPROVING A LOAN AGREEMENT WITH THE CITY OF CUDAHY AND AUTHORIZING CERTAIN RELATED ACTIONS

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

WHEREAS, the State of California (the "State") has ordered the RDA to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended, and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law"; and

WHEREAS, the Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, in accordance with direction set forth in that certain April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," prepared by the Office of the State Controller, (the "Transfer Report"); and

WHEREAS, the State Department of Finance ("State DOF") has approved the instrument of the Successor Agency entitled "2015 Long-Range Property Management Plan" dated October 2015 (the "Cudahy LRPMP") for the disposition of the lands owned by the Successor Agency; and

WHEREAS, the Successor Agency has obtained proposals from qualified firms of real property appraisers to prepare an appraisal report setting forth the current fair market value of each of the "Sites," as this term is defined in the Cudahy LRPMP; and

DRAFT

WHEREAS, the Successor Agency has prepared the general form of a document entitled "Request for Qualifications for the Acquisition of [one or more of the Sites]" (the "RFQ"); and

WHEREAS, the costs as shall be incurred by the Successor Agency in connection with the release of the RFQ, the evaluation of responses to the RFQ and the other potential costs of sale of each of the Sites are "project expenses" of the Successor Agency for the purposes of the State Redevelopment Dissolution Law.

NOW, THEREFORE, THE SUCCESSOR AGENCY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. The information set in the recital paragraphs of this Resolution are true and correct.

SECTION 2. The Successor Agency hereby approves the real property appraisal professional services proposal of Valbridge Property Advisors, dated February 5, 2020, and the Executive Director is hereby authorized and directed to issue the appropriate form of a notice to Valbrdige Property Advisors to proceed with the professional services work as set forth in such proposal at the earliest feasible time.

SECTION 3. (a) The Successor Agency hereby approves the general form of the RFQ for the disposition of one or more of the Sites to qualified potential purchasers in the general form as presented to the Successor Agency together with the edits and correction as discussed by the members of the governing board of the Successor Agency at the meeting at which this Resolution is adopted.

(b) The Executive Director is hereby authorized and directed to cause the final form of an RFQ for each of the Sites as may hereafter be designated by separate motion of the Successor Agency, to be prepared for each such Site, subject to such technical and conforming changes as may be approved by the Executive Director in consultation with the City Attorney. The Executive Director is further authorized and directed to establish and maintain a City of Cudahy hosted "dropbox" for each such Site, as referenced in the RFQ, and such dropbox shall include a repository of the documents generally referred to in the RFQ for each such Site, and such other documents of the Successor Agency as deemed appropriate by the Executive Director.

(c) Subject to the approval by the Successor Agency of the valuation of each Site as set forth in the appraisal report referenced in Section 2, the Executive Director shall cause an RFQ for each Site to be issued on behalf of the Successor Agency by means of posting the final form of an RFQ corresponding to each such Site, together with the appropriate accompanying documents for each Site to the City of Cudahy hosted dropbox at the earliest time. The Executive Director is hereby authorized and directed to insert the appropriate dates in the table labeled "Schedule" in the RFQ; provided however that the return date for responses to the RFQ shall be scheduled for no sooner than thirty

(30) days following the date when the Successor Agency has approved the fair market appraisal valuation of each applicable Site.

(d) Following the time where an RFQ for one or more of the Site has been issued, the Executive Director is authorized and directed to issue such modifications or addendums to the RFQ for each Site and respond to questions presented to the Successor Agency by "Bidders," as the Executive Director in his/her reasonable discretion may deem to be appropriate provided however that no modification or addendum to an RFQ shall be issued by the Executive Director within seventy-two (72) hours preceding the time of the return of responses to the RFQ for the particular Site are due from Bidders.

SECTION 4. The Successor Agency hereby authorizes an expenditure of a sum not to exceed $30,000 for the real property appraisal services approved in Section 2 of this Resolution. The Successor Agency hereby approves the Loan Agreement, dated as of February 18, 2020 in the form as presented to the Successor Agency at the meeting at which this Resolution is adopted. The Executive Director is hereby authorized and directed to execute such Loan Agreement on behalf of the Successor Agency. The Executive Director is hereby further authorized and directed to obtain the approval of the Los Angeles County Consolidated Oversight Board to enroll the Loan Agreement as an enforceable obligation of the Successor Agency on the Successor Agency ROPS for Fiscal Year 2020-21.

SECTION 5. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the governing board of the City of Cudahy as Successor Agency at the regular meeting of this ____ day of _____ 2020.

_____
Elizabeth Alcantar
Mayor

ATTEST:

_____
Richard Iglesias
Assistant City Clerk

DRAFT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No._____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the ____ day of _____, 2020, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Richard Iglesias
Assistant City Clerk

DRAFT

CITY OF **CUDAHY** CALIFORNIA

Incorporated November 10, 1960

5220 Santa Ana Street
Cudahy, California 90201-6024
(323)773-5143
Fax: (323) 771-2072

January 29, 2020

VIA FIRST CLASS MAIL AND EMAIL

_____
_____
_____

RE: Appraisal of the City of Cudahy Successor Agency Property (Request for Appraisal Services)

Ladies and Gentlemen:

The City of Cudahy and its redevelopment dissolution successor agency (collectively, the "City") invite you to submit a written proposal to prepare an appraisal report to the City which sets forth the fair market value of the land and improvements which the City refers to as "Site 1" through "Site 6," inclusive (collectively the "Sites" and each or "Site"). Each of the Sites is located within the territorial boundaries of the City and each Site is more particularly described in the attached document entitled "2015 Long-Range Property Management Plan (Successor Agency to the Cudahy Community Development Commission of the city of Cudahy)" – (herein the "LRPMP").

Aerial photos which depict the location of each Site in relation to surrounding lands and other relevant information about each of the Sites is included in the LRPMP.

The City seeks to dispose of each of the Sites to one or more third-party purchasers as part of the redevelopment dissolution process. At this time the City has not identified any purchaser for any one or more of the Sites. However the terms of any disposition of a Site by the City will include a cash purchase price amount based upon the current appraised fair market value of each Site. Accordingly, the City seeks to obtain a current-day appraisal of the fair market value of each Site for use in marketing each of the Sites to such third-party purchaser(s). As used herein, the term "fair market value" shall have the same meaning as set forth in Code of Civil Procedure Section 1263.320.

On behalf of the City, I request that you provide a price payable by the City for the preparation and delivery of a written appraisal report for each of the Sites. Your appraisal report should be organized such that the fair market value of one Site can be presented to the reader of the appraisal report independently of the fair market value conclusion as

to any of the other Sites. The City seeks delivery of such an appraisal report within thirty (30) days following your receipt of a notice from the City to proceed with the work.

Your proposal to prepare the appraisal report for the City should include an assumption that each Site is not presently burdened with soil contamination or soil environmental health management issues, and also include a description of your hourly fee rates for post-appraisal report delivery consultations with the City. However at this time, no judicial proceedings are contemplated by the City as part of the City's disposition of any of the Sites.

Please provide a copy of your proposal to prepare an appraisal report for the Sites together with a suitably detailed description of your professional appraiser qualifications, to the undersigned by 5:00 PM on Thursday, February 6, 2020.

At the current time, the City expects to issue a notice to proceed for the preparation of an appraisal report for at least four (4) of the Sites as of Tuesday, February 11, 2020, or as soon thereafter as is practical. Your proposal should include a three thousand dollar ($3,000) allowance for the preparation of the text of the appraisal report PLUS a specific professional service amount for the appraisal of each Site.

The City reserves the right to suspend or cancel this request for an appraisal service proposal at any time and the City may elect not to issue a notice to proceed for any appraisal work.

If you are selected to serve as the appraiser for the City, the City will promptly issue a professional services agreement in customary form for your execution, before any work is commenced.

If you have any question as relates to this request for a proposal to prepare an appraisal report for the Sites, please contact City of Cudahy Assistant City Clerk, Richard Iglesias at cityclerk@cityofcudahyca.gov or at (323) 773-5143 ext. 227 or you may contact me at (323) 773 -5143 ext. 226.

Very truly yours,

Santor Nishizaki
Acting City Manager
City of Cudahy

Enclosure:

2015 Long-Range Property Management Plan (Successor Agency of the Cudahy Community Development Commission of the City of Cudahy)

1370 N. Brea Blvd., Suite 255
Fullerton, CA 92835
(714) 449-0852 phone
jpenner@valbridge.com
John D. Penner, MAI

February 5, 2020

TO: City of Cudahy
Mr. Santor Nishizaki
Acting City Manager
5220 Santa Ana Street
Cudahy, CA 90201

Re: Contract for Appraisal Services:
City of Cudahy Successor Agency Property
Multiple Properties Grouped into 6 "sites"
Cudahy, CA

Dear Mr. Nishizaki,

We are pleased to submit our contract for an appraisal of the properties referenced in the table on the following page. The purpose of this assignment will be to estimate the "As Is" Market Value of the subject properties. This appraisal is to be in conformance with the requirements of the Appraisal Institute and regulations required by the State of California. The intended users of this appraisal are the City of Cudahy, the successor agency to the Cudahy Community Development Commission of The City of Cudahy, and their affiliates. The intended use of this report is to determine a value for sale of the property to a third party as part of the redevelopment dissolution process. Our professional qualifications and an office overview follow this proposal.

This report will be issued in a narrative format and will conform with the Uniform Standards of Professional Appraisal Practice (USPAP), as well as the Codes of Professional Ethics and Standards of the Appraisal Institute. The scope of the reports will include the background, objectives and conclusions reached as well as the valuation methodology employed in arriving at the final conclusion of value. Also included, are all relevant and appropriate exhibits and supporting appendices.

Our report is to be used only for the purpose stated herein and no one should rely on this report for any other purpose. You may show our report in its entirety to those third parties who need to review the information contained therein. However, you agree to hold the appraiser harmless from any liability, including attorney's fees, damages or costs which may result from any improper use of or reliance on the report by you or third parties.

Site No.	Name	APNs	Area	Professional Fee	Underlying Land Only
1	Elizabeth Street Residential Property	6224-001-014, 015		$2,650	N/A
2	Atlantic Avenue Santa Ana Street Commercial Property	6224-018-008, 071, 068, 070, 069		$2,900	N/A
3	Santa Ana Street Residential Property	6224-019-014		$2,650	N/A
4	Atlantic Avenue Cecilia Street Commercial Property	6224-022-001, 004, 002, 012, 003		$2,400	N/A
5	Atlantic Avenue Patata Street Commercial Property	6224-034-014, 032, 040, 041		$2,400	N/A
6	Atlantic Avenue Clara Street Commercial Property	6226-022-002, 008, 019, 020, 023, 022, 021, 024		$5,900	$2,650
		Appraisal Report Preparation Allowance		$3,000	

Our professional fee is based on the probable number of hours required to gather information, research, analyze market data, and reach a conclusion of value, and write the report. At the request of the client, we have provided professional fees for the appraisal of each site and an additional "Appraisal Report Preparation Allowance" of $3,000. Site 6 contains various commercial improvements that exceed the value of underlying land that could be redeveloped by a buyer. Therefore, we have provided two fees depending on the scope of valuation that the client determines. The turnaround time will be **30 days** from the notice to proceed.

My hourly rate for post-appraisal report consultation is $300.00. If court or deposition testimony is needed, my hourly rate is $450.00. Attached to this contract is a copy of our Standard Terms of Agreement, which are a part of this contract. Following are some items needed for our appraisal. This proposal is submitted based upon our current schedule of commitments. Thus, delays in receiving requested information could result in an extension of the delivery date for this appraisal. We appreciate the confidence implied by your request for this proposal and look forward to the opportunity of working with you on this appraisal assignment.

Respectively submitted,

John D. Penner

_____

John D. Penner, MAI
General Certified, AG001720

If this contract is satisfactory to you, please sign a copy and return it to us along with the other requested items.

Authorized to proceed as indicated.

_____

By Title Date

STANDARD TERMS OF ASSIGNMENT

Acceptance of this agreement assumes that our client will provide all necessary information needed on a timely and truthful basis. A delay in receipt of information may delay completion of the assignment.

The fee quoted is based on our understanding of the assignment as outlined in the scope of work. Changes in scope will be billed at our normal hourly rates. The fee and estimated completion time are subject to change if the property is not as outlined in our proposal, or if issues come to light during the course of our investigation which, in our opinion, necessitates such a change. If the client places an assignment "on hold", then reactivates the assignment, an additional charge may apply, due to inefficiency created. If we are requested or required to provide testimony as a result of this assignment, testimony and preparation time will be charged at our normal hourly court rates.

If this assignment includes a provision for work on an hourly billing basis, client acknowledges that Valbridge Property Advisors | Orange County has made no promises about the total amount of fees to be incurred by client under this agreement.

This assignment shall be used only for the function outlined in the attached letter, unless expressly authorized by Valbridge Property Advisors | Orange County. The format and price reported may or may not be valid for other purposes.

Valbridge Property Advisors | Orange County shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report does not constitute a survey of the property. This report does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. Nor does it certify that tenants have complied with all requirements necessary to obtain use and occupancy permits.

Unless otherwise noted, the analysis will price the property as though free of contamination. Valbridge Property Advisors | Orange County will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client secure appropriate inspections from qualified experts if the presence of hazardous materials or contamination poses any concern. Valbridge Property Advisors | Orange County is not responsible for costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally.

Client is retaining the firm, and not any particular appraiser/broker. One or more person and other staff may assist in the assignment.

Should the assignment be terminated prior to completion, you agree to pay for time and costs incurred prior to our receipt of written notice of cancellation.

STANDARD TERMS OF ASSIGNMENT - (CONTINUED)

Our standard payment policy is as follows: the balance is due upon presentation of the invoice; if payment is not made within 30 days of date due interest at the rate of 1.5% per month will be added to the principal from the due date to date payment is received, and you shall pay all expenses of collection, including court costs and attorney fees. Valbridge Property Advisors | Orange County shall be under no obligation to continue work on an assignment that is not paid current. *The fee for this assignment is not contingent upon the analysis conclusion for the property*, the actual purchase price obtained, the funding of any loan or outcome of litigation. Any opinions we may have expressed about the outcome of your matter or case are expressions of our opinions only and do not constitute any guarantee about the outcome.

You and Valbridge Property Advisors | Orange County, both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Orange County and the client cannot agree on the arbitrator, the presiding head of the Orange County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event client asserts a claim against Valbridge Property Advisors | Orange County, damages recoverable, if any, shall not exceed the fees actually paid to Valbridge Property Advisors | Orange County.

Valbridge Property Advisors | Orange County shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" identified on the face of the report or in the engagement letter is not entitled to rely upon the contents of the report without the express written consent of Valbridge Property Advisors | Orange County. "Client" shall not include partners, affiliates or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Orange County and its employees harmless in the event of any lawsuit brought by any third party, lender, partner or part owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these services, client will hold Valbridge Property Advisors | Orange County harmless from and against any liability, loss, cost or expense incurred or suffered by Valbridge Property Advisors | Orange County in such action, regardless of its outcome.

Distribution of this report is at the sole discretion of the client, and we will make no distribution without the specific direction of the client. However, in no event shall client give a third party a partial copy of the report.

The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Penner & Associates, Inc. Valbridge Property Advisors, Inc. has not been engaged to provide this report, does not provide real estate services, and has taken no part in the preparation of this report.

STANDARD TERMS OF ASSIGNMENT - (CONTINUED)

If any claim is filed against any of Valbridge Property Advisors, Inc. a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall claimant be entitled to consequential, special or other damages, except only for direct compensatory damages and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide the report.

Valbridge Property Advisors | Orange County reserves the right to approve or disapprove (the approval not to be unreasonably withheld), in writing and in advance of any filing with the SEC or other governmental agency, all uses of the our name or references to the services provided hereunder by us, provided however that such approval shall not be necessary in the event the report or its conclusions, the name, or the services provided hereunder are required to be disclosed as part of any SEC or other governmental filing.

Client agrees that the report shall not be quoted or referred to in any financial statement of Client or in any documents filed with any governmental agency, if it is anticipated that such statement or documents will be relied upon by a member of the public in making an investment in property that is the subject of the report, without the prior consent of Valbridge Property Advisors | Orange County. Neither all nor any part of the content of the report including, without limitation, the conclusions as to price, the identity of the person performing the report, references to the Appraisal Institute or references to the MAI designation shall be disseminated to the public through advertising or other mass media without the prior written consent of Valbridge Property Advisors | Orange County.

This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This agreement may be modified by subsequent agreement of the parties.

GENERAL INFORMATION REQUIRED IF AVAILABLE

1) Property contact for inspection (phone number & email address).

2) Leases and financial documents.

3) Information such as a title report, environmental, property condition report and previous appraisal.

4) Other information that might be germane to the assignment.

Valbridge
PROPERTY ADVISORS

ORANGE COUNTY FIRM OVERVIEW

The team of appraisers at Valbridge Property Advisors | Orange County provides independent property valuation and consulting services. Investing in real estate demands a high level of trust, which is established by honest, objective analysis with a commitment to quality and service. We believe successful investing is the direct result of comprehensive research enhanced by knowledgeable and insightful analysis. Our clients benefit from the collective strength of Valbridge Property Advisors, which is the largest independent commercial appraisal firm in the U.S. with over 74 offices nationwide.

COMPREHENSIVE VALUATION AND ADVISORY SERVICES

Valbridge Property Advisors | Orange County specializes in appraising all types of real estate. We produce client-tailored, consistent appraisal reports across the U.S. market for:

- Office and Medical buildings
- Industrial buildings
- Shopping Centers
- Vacant Land
- Apartments, multifamily, senior living buildings
- Hotel, lodging, hospitality, recreational buildings
- Special-purpose buildings

SPECIALTY SERVICES

- Eminent domain, right-of-way, and easement valuation
- Litigation support and expert witness testimony
- Portfolio valuation
- Fractional interest valuation for gifting and IRS purposes
- Investment consultation and prospectus
- Real estate market and feasibility analysis, including rent and demand studies
- Site analysis and selection
- Real Property Due diligence
- Property and lease comparables, fair market rent analysis
- Expense analysis, *Penner Expense Guide* publication
- REO and foreclosure evaluation
- Property valuation for estate planning, insurance, and trusteeship
- Business and partnership valuation and advisory services, including fractional interests

JOHN D. PENNER, MAI

SENIOR MANAGING DIRECTOR

John Penner has over 35 years of experience in appraisal and consulting services for all types of properties, specializing in medical office, industrial, retail, fractional interest, and eminent domain. In addition, he publishes the widely cited Penner Expense Guide. Mr. Penner has qualified as an expert witness in bankruptcy and superior court for both Orange and Los Angeles Counties. He is a member of the Appraisal Institute with an MAI Designation and a Certificate in Litigation; and was the 2016 Southern CA Appraisal Institute Volunteer of Distinction. Mr. Penner also holds a certificate in RE Development from the Urban Land Institute, is President Elect of Lambda Alpha International, and was a founding Board Member of Valbridge Property Advisors.

VALBRIDGE PROPERTY ADVISORS | ORANGE COUNTY · 1370 N. Brea Boulevard, Suite 255, Fullerton, CA 92835
Phone: 714.449.0852 · **www.valbridge.com**

Qualifications of John D. Penner, MAI

Senior Managing Director - Orange County, CA | National Director - Fractional Interest Valuation

Independent Valuations for a Variable World

State Certifications

Certified General Appraiser
State of California (AG001720)

Education

B.S. - Business Administration
Finance & Investments
San Diego State University

Publications - Author

Penner Expense Guides:
Low Rise & Medical Office
Business Parks & Single Tenant Industrial
Strip Retail Centers

Qualified

Expert Witness:
Bankruptcy & Superior Court
Cash Flow Forecast: ARGUS

Contact Details

714-449-0852 (Office)
Valbridge Property Advisors
1370 N. Brea Blvd., Suite 255
Fullerton, CA 92835

jpenner@valbridge.com
www.valbridge.com

Valbridge Property Advisors is the largest Appraisal Company in the United States with 74 offices nationwide.

Membership/Affiliations:

Member: Appraisal Institute – MAI Designation & Certification in Litigation
Chair: Appraisal Institute – Southern California Chapter – Southern Branch & Advisor/Candidate Program (2012)
Member: Urban Land Institute – Certificate in RE Development
Member: Lambda Alpha International – Land Economics Society
Founding Board of Directors Member – Valbridge Property Advisors

Experience:

SENIOR MANAGING DIRECTOR/OWNER, 1991-Present

This firm performs valuation and advising for commercial real estate with a specialty in medical office, and industrial properties. Mr. Penner has over 30 years of experience in the Southern California region and has completed assignments in many areas of the United States.

SENIOR APPRAISER: T.L. YATES & ASSOCIATES, 1990–1991.

Work included narrative appraisals of proposed, existing and problem properties located in the markets of Southern California and Arizona.

SENIOR APPRAISER/ANALYST: HOME SAVINGS OF AMERICA, 1983–1990.

Work included valuation of residential and commercial properties located throughout Southern California, parts of Northern California, Arizona, Texas, Florida and New York. Specific responsibilities included the appraisal of problem properties, market studies, feasibility, and portfolio analysis.

Scope of Work:

Work includes the appraisal and/or consultation of reports for acquisition, sale, refinance, estate, development, condemnation, fractional interest and court testimony purposes. Typical clients served are financial institutions, investors, developers, legal firms, and governmental. Types of properties appraised include:

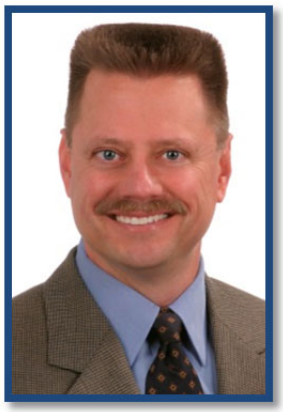
High and Low Rise Office
Corporate Headquarters
Regional Shopping Malls
Strip Retail Centers
Mixed Use
Vacant Land
Manufacturing Facilities
R&D Buildings
Mini-Warehouse
Master Planned Communities
Apartment Projects
Medical & Dental Offices
Office Condominiums
Neighborhood Centers
Restaurants
Bank Branches
Market Studies
Warehouses
Business Parks
Multi-Tenant Industrial
Subdivisions
Single Family

Public Agency and Eminent Domain Assignments

- City of Los Angeles – 6th Street Bridge Project
- City of Anaheim – Katella Smart Street Widening
- City of Santa Clarita – Magic Mountain Parkway Project
- Cities of Industry, El Monte, & Pico Rivera – Alameda Corridor East Grade Separation Project
- Federal US District Courthouses – Fair Market Rent – Santa Ana & San Diego
- California Water Service – Rolling Hills Estates Water Pipeline Easement Project
- Cities of Norwalk & Downey – Firestone Bridge Project
- State Compensation Insurance Fund – HQ Office Appraisal, Santa Ana
- County of Los Angeles – Rowland Heights Grade Separation Project
- Orange County Water District – Burris Water Basin
- City of La Canada Flintridge – 1-210 Sound Wall Project
- City of San Bernardino – 40th Street Widening Project
- County of Los Angeles – St. Vincent Hospital & Surrounding Properties
- UCI Medical Center - Market Rent Analysis
- US Postal Service – Appraisals and Rental Analysis – 30 Post Offices Throughout Southern California
- California Water Service – Rolling Hills Estates Water Pipeline Easement Project
- Pomona Education Foundation – Site Acquisition
- City of Pomona – Railroad Right of Way
- West Covina School District – Site Acquisition
- Long Beach & Rancho Dominguez - Oil Storage Tank Sites
- Metropolitan Water District – 4 Single Family Residences – Perris
- Metropolitan Water District – Agricultural Zoned Vacant Land - Valley Center San Diego County
- City of Diamond Bar – Grade Separation Project

Staff Appraisers

Eric Day, MBA



Eric Day is a senior appraiser with Valbridge Property Advisors, having joined the firm in 2011. Eric is a Certified General Appraiser for the State of California and has experience in specialty appraisals including: investment property, medical, development, condemnation, litigation support, and fractional interests. Prior to Valbridge, Eric was a real estate broker with T.L. C&P Real Estate and Investments. As a broker, Eric owned & operated a brokerage firm specializing in commercial, residential, industrial and investment real estate, including Real Estate Appraisals, Property Management, Commercial & Residential Property Evaluations, Land, and Vacant Land Acquisitions. Prior to working in real estate, Eric spent 15 years as a Financial Planning Manager for The Boeing Company. He is a Licensed Real Estate Broker in the State of California and is a member of the National Association of Realtors.

- **M.B.A. Business Administration, University of Southern California**
- **B.A. Business Administration and Finance, Cal State University Fullerton**

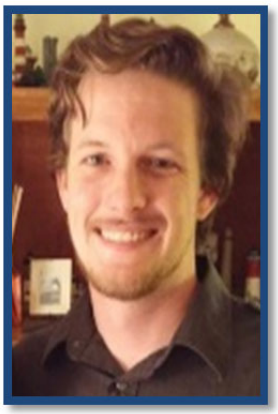
John Cougnet, MBA

John Cougnet is a senior appraiser with Valbridge Property Advisors, having joined the firm in 2012. John is a Certified General Appraiser for the State of California with extensive experience in appraising medical, office, industrial, and retail properties. He has also completed many condemnation assignments and specialty use properties such as a 1.2 million square foot aircraft manufacturing facility with 60 foot high doors. Prior to working for Valbridge, John was a Manager for the Admissions & Rides Revenue Management at Walt Disney Corporation where he was responsible for budgeting, analyzing, reporting, and forecasting nearly $500M in revenues and 9M units sold. Prior to Disney, John worked for Isuzu Motors in finance.

- **M.B.A. Business Administration, California State University Fullerton**
- **B.S. Business Administration and Finance, University of Arizona**

Staff Analysts

John Penner Jr.



John Penner Jr. has worked for Valbridge Property Advisors for 4 years and is a seasoned real estate analyst. He has performed appraisals on a variety of property types, including portfolio assignments, and has completed all coursework for a Certified General License. John's academic background provides broad experience in writing, research design, data analysis, and statistical methodology/programming. He has two academic journal publications and has performed internal research and presentations for Valbridge's corporate businesses development. John has an undergraduate degree in psychology and music composition and a master's degree in clinical psychology, pending thesis completion. Prior to his work at Valbridge, John has worked as a Research Assistant, Therapist, Content Writer, and Tutor. In his personal time, John is an avid investor in Bitcoin and a student of the financial markets.

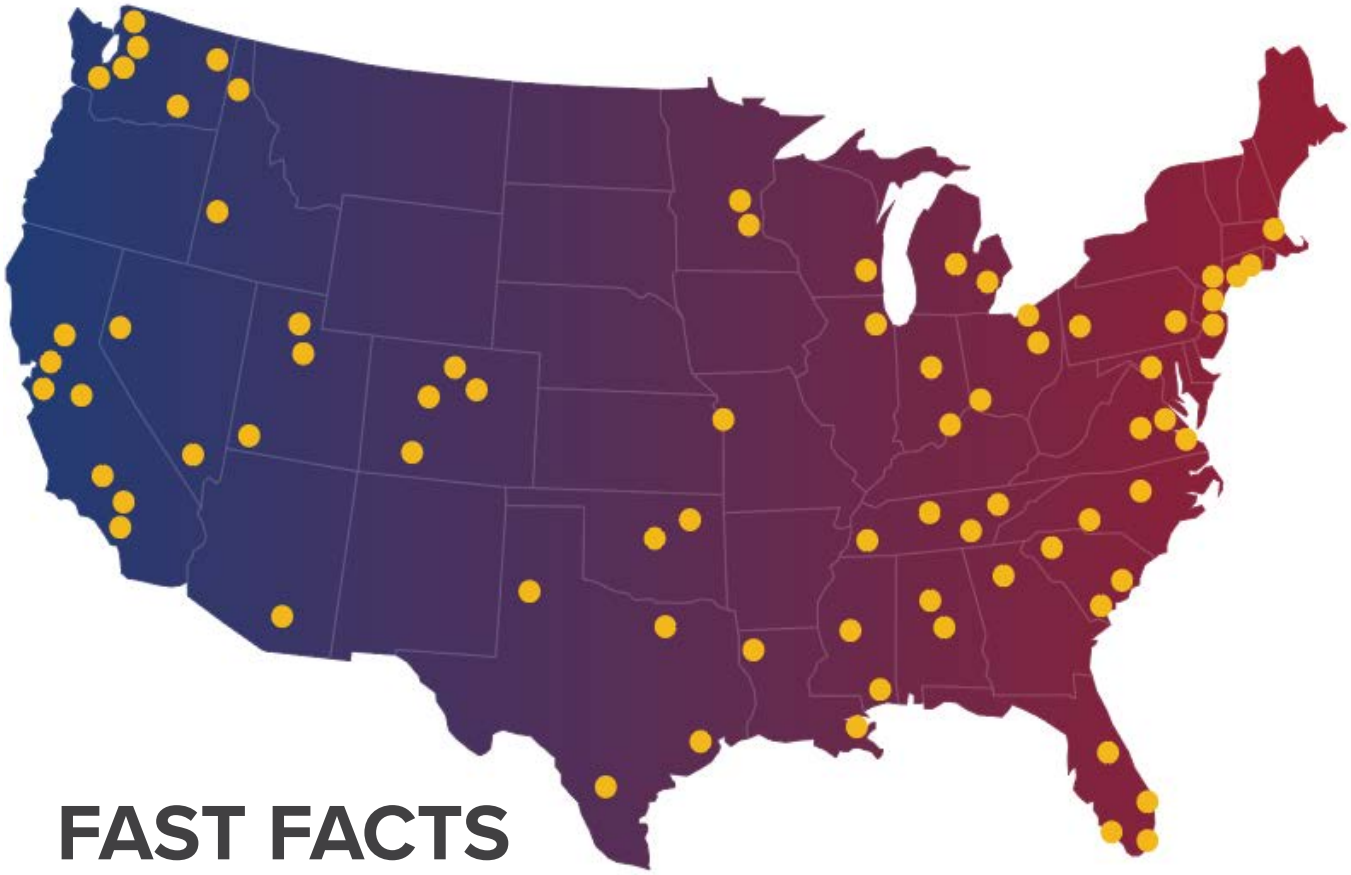
- **B.S. Music Composition and Psychology, Point Loma Nazarene University**
  Magna Cum Laude Graduate, Psi Chi
- **M.S. Clinical Psychology, California State University Fullerton (Pending)**

Marcus Perez

Marcus Perez has worked for Valbridge Property Advisors for over 2 years as a Real Estate Analyst. He has completed multiple appraisal assignments and is skilled at data searches, narrative support, analysis of income and expenses, and is familiar with every facet of the appraisal process. Marcus graduated from CSU Fullerton with a dual degree in Finance and Accounting. He is presently attending the University of San Diego in pursuit of a Master's in Real Estate Degree, which includes most of the required courses for the MAI designation. He has completed all courses toward a Certified General License and is currently a licensed real estate agent. Marcus's work experience includes various full-time roles in the mortgage industry while completing his degree and serving his country as a U.S. Navy Shipboard Firefighter.

- **M.S. Real Estate, University of San Diego (Candidate)**
- **B.A. Accounting and Finance, California State University Fullerton**
  Cum Laude Graduate, Beta Gamma Sigma, Golden Key Society
- **A.S. Real Estate Appraisal, Saddleback College**
  Summa Cum Laude Graduate
- **A.A. Business Central, New Mexico College**

Valbridge
PROPERTY ADVISORS



FAST FACTS

COMPANY INFORMATION

- Valbridge is the largest independent national real estate valuation and advisory services firm in North America.
    - Total number of MAI-designated appraisers (200+ on staff)
    - Total number of office locations (70+ across U.S.)
    - Total number of staff (675+ strong)
- Valbridge covers the entire U.S. from coast to coast.
- Valbridge services all property types, including special-purpose properties and residential.
- Valbridge provides independent valuation services. We are not owned by a brokerage firm or investment company.
- Every Valbridge office is led by a senior managing director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by our local office leaders.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market and other bulk-property engagements.

Valbridge PROPERTY ADVISORS

ALABAMA

4732 Woodmere Boulevard
Montgomery, AL 36106
334.277.5077

200 Cahaba Park Circle
Suite 213
Birmingham, AL 35242
205.440.2998

ARIZONA

6061 E. Grant Road
Suite 121
Tucson, AZ 85712
520.321.0000

CALIFORNIA

4915 Calloway Drive
Suite 101
Bakersfield, CA 93312
661.587.1010

1370 N. Brea Boulevard
Suite 255
Fullerton, CA 92835
714.449.0852

2813 Coffee Road
Suite E-2
Modesto, CA 95355
209.569.0450

99 S. Lake Avenue
Suite 21
Pasadena, CA 91101
626.744.0428

3090 Fite Circle
Suite 202
Sacramento, CA 95827
916.361.2509

55 South Market Street
Suite 1210
San Jose, CA 95113
408.279.1520

3160 Crow Canyon Place
Suite 245
San Ramon, CA 94583
925.327.1660

COLORADO

7445 E. Peakview Avenue
Centennial, CO 80111
303.443.9600

5345 Arapahoe Avenue
Suite 7
Boulder, CO 80303
303.443.9600

23272 Two Rivers Road
Unit 101
Basalt, CO 81621
970.340.1016

1099 Main Avenue
Suite 311
Durango, CO 81301
970.340.1016

CONNECTICUT

15 Concord Street
Glastonbury, CT 06033
860.246.4606

17 Covewood Drive
Norwalk, CT 06853
203.286.6520

FLORIDA

2240 Venetian Court
Naples, FL 34109
239.514.4646

301 Almeria Avenue,
Suite 350
Coral Gables, FL 33134
305.639.8029

10950 San Jose Boulevard
Jacksonville, FL 32223
844.822.7825

734 Rugby Street
Orlando, FL 32804
844.822.7825

2601 W Horatio Street
Unit 6
Tampa, FL 33609
844.822.7825

2711 Poinsettia Avenue
West Palm Beach, FL 33407
561.833.5331

GEORGIA

2675 Paces Ferry Road
Suite 145
Atlanta, GA 30339
678.644.4853

IDAHO

1459 Tyrell Lane
Suite B
Boise, ID 83706
208.336.1097

1875 N. Lakewood Drive
Suite 100
Coeur d'Alene, ID 83814
208.292.2965

ILLINOIS

566 W. Lake Street
Suite 240
Chicago, IL 60661
312.288.8687

INDIANA

820 Fort Wayne Avenue
Indianapolis, IN 46204
317.687.2747

KANSAS

10990 Quivira Road
Suite 100
Overland Park, KS 66210
913.451.1451

KENTUCKY

9000 Wessex Place
Suite 306
Louisville, KY 40222
502.585.3651

LOUISIANA

2030 Dickory Avenue
Suite 200
New Orleans, LA 70123
504.541.5100

MARYLAND

11100 Dovedale Court
Marriottsville, MD 21104
443.333.5522

MASSACHUSETTS

260 Bear Hill Road
Suite 106
Waltham MA 02451
781.790.5645

MICHIGAN

1420 Washington Blvd.
Suite 301
Detroit, MI 48226
313.986.3313.

2127 University Park Drive
Suite 390
Okemos, MI 48864
517.336.0001

MINNESOTA

222 South 9th Street
Suite 825
Minneapolis, MN 55402
612.253.0650

275 East 4th Street,
Suite 325
St. Paul, MN 55101
651.983.2408

MISSISSIPPI

1010 Ford Street
Gulfport, MS 39507
228.604.1900

737 Highway 51
Suite 1C
Madison, MS 39110
601.853.0736

MISSOURI

10990 Quivira Road
Suite 100
Overland Park, KS 66210
913.451.1451

NEVADA

3034 S. Durango Drive
Suite 100
Las Vegas, NV 89117
702.242.9369

6490 S McCarran Blvd
#51
Reno, NV 89509
775.204.4100

NEW JERSEY

2740 Route 10 West, Suite 204
Morris Plains, NJ 07950
973.970.9333

3500 Route 9 South, Suite 202
Howell, NJ 07731
732.807.3113

NEW YORK

424 West 33rd Street
Suite 630
New York, NY 10001
212.268.1113

NORTH CAROLINA

412 E. Chatham Street
Cary, NC 27511
919.859.2666

5950 Fairview Road, Suite 405
Charlotte, NC 28210
704.376.5400

OHIO

1655 W. Market Street
Suite 130
Akron, OH 44313
330.899.9900

8291 Beechmont Ave.,
Suite B
Cincinnati, OH 45255
513.785.0820

1422 Euclid Avenue
Suite 616
Cleveland, OH 44115
216.367.9690

OKLAHOMA

5909 NW Expressway
Suite 104
Oklahoma City, OK 73132
405.603.1553

6666 South Sheridan Road
Suite 104
Tulsa, OK 74133
918.712.9992

PENNSYLVANIA

150 S. Warner Road
Suite 440
King of Prussia, PA 19406
215.545.1900

4701 Baptist Road
Suite 304
Pittsburgh, PA 15227
412.881.6080

SOUTH CAROLINA

11 Cleveland Court
Greenville, SC 29607
864.233.6277

920 Bay Street
Suite 26
Beaufort, SC 29902
843.342.2302

1250 Fairmont Avenue
Mt. Pleasant, SC 29464
843.881.1266

TENNESSEE

5205 Maryland Way
Suite 300
Brentwood, TN 37027
615.369.0670

701 Broad Street
Suite 209
Chattanooga, TN 37402
423.285.8435

213 Fox Road
Knoxville, TN 37922
865.522.2424

756 Ridge Lake Blvd
Suite 225
Memphis, TN 38120
901.753.6977

TEXAS

High Point Center
12225 Greenville Avenue
Suite 490
Dallas, TX 75243
214.446.1611

TEXAS (cont'd)

974 Campbell Road
Suite 204
Houston, TX 77024
713.467.5858

2731 81st Street
Lubbock, TX 79423
806.744.1188

9901 IH-10 West
Suite 1035
San Antonio, TX 78230
210.227.6229

UTAH

260 South 2500 West
Suite 301
Pleasant Grove, UT 84062
801.492.9328

1100 East 6600 South
Suite 201
Salt Lake City, UT 84121
801.262.3388

20 North Main
Suite 304
St. George, UT 84770
435.773.6300

VIRGINIA

656 Independence Parkway
Suite 220
Chesapeake, VA 23320
757.410.1222

4914 Fitzhugh Avenue
Suite 102
Richmond, VA 23230
757-345-0010

5107 Center Street
Unit 2B
Williamsburg, VA 23188
757.345.0010

WASHINGTON

18728 Bothell Way, NE
Suite B
Bothell, WA 98011
425.450.0040

2927 Colby Avenue
Suite 100
Everett, WA 98201
425.258.2611

419 Berkeley Avenue
Suite A
Fircrest, WA 98466
253.274.0099

8378 W. Grandridge Boulevard
Suite 110-D
Kennewick, WA 99336
509.221.1540

506 Second Avenue
Suite 1001
Seattle, WA 98104
206.209.3016

324 N. Mullan Road
Spokane Valley, WA 99206
509.747.0999

WISCONSIN

12660 W. North Avenue
Brookfield, WI 53005
262.782.7990

CORPORATE OFFICE
2240 Venetian Court
Naples, FL 34109
239-325-8234 phone
239-325-8356 fax
valbridge.com

Each Valbridge office is independently owned and operated.

NAGASAKI & ASSOCIATES
REAL ESTATE VALUATION CONSULTANTS

January 5, 2020

Santor Nishizaki
Acting City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201-6024

Re: **Amended Proposal** for Appraisal Services for City of Cudahy Successor Agency Properties

Dear Mr. Nishizaki:

It is our pleasure to submit our Qualifications for consideration as Appraisal Services for the City of Cudahy Successor Agency and City of Cudahy. We have read and will comply with the requirements of the Request for Proposal for Appraisal Services dated January 29, 2020. In addition, we reviewed the Memorandum of Clarifications provided by David F. Gondeck for the City of Cudahy Successor Agency dated February 4, 2020. ***Our proposal has been amended to comply with the new clarifications of the original RFP.***

Nagasaki & Associates is a sole proprietor firm located in the city of Torrance in the South Bay area of Los Angeles County. Our firm information is as follows:

Jeffrey T. Nagasaki, MAI
Nagasaki & Associates
3771 W. 242nd Street Suite 205
Torrance, California 90505-6566
Phone: 310-224-7900 x103
Fax: 310-224-7901
Email: jnagasaki@sbcglobal.net

Nagasaki & Associates, is a full-service real estate consulting firm which provides real property valuation appraisal services. As a sole proprietor firm, you can be confident that the key principal involved in every assignment. With over 42 years of appraisal experience Mr. Nagasaki has been actively appraising real property in Southern California and has specialized in a broad variety of valuation services including financial appraisals, estate valuation, disposition/ acquisition and eminent domain appraisal services. The firm provides a broad range of services inclusive of financial appraisals, rental analysis, litigation support, damage analysis and other types of appraisal services. With our depth of experience, we can address nearly all types of appraisal assignments needed. Further, our experience with larger tasks and capability to obtain needed support services, we can meet specific time constraints and multiple property nature of any assignment. I have testimony experience and fully qualified as expert witnesses in various courts in Southern California.

Jeffrey T. Nagasaki, MAI was formerly with Lea Associates, Inc. for 20 years. During my tenure, I had extensive experience in the appraisal of real property for disposition, acquisition, ground lease negotiation, and eminent domain for public sector and private sector clients. My experience provides me the needed background and qualifications to prepare real property appraisals for voluntary acquisition, eminent domain, disposition, ground lease negotiations, and any other real property valuation services needed by any public sector client.

Our experience also includes voluntary acquisition appraisals, land value studies for long term disposition and partnership with other public/private entities, loan assistance real estate valuations for local businesses through real estate loan funding I believe this experience fully prepares me for all work to be completed with the City of Cudahy and the Successor Agency. We have worked with the City of Cudahy and other Cities regarding the disposition of similar Agency owned properties including the following:

3771 West 242nd Street, Suite 205
Torrance, California 90505
310.224.7900, Ext. 103 • 310.224.7901 Fax

- City of Cudahy
- City of El Monte
- City of Huntington Beach
- City of Lawndale
- City of San Fernando
- City of South Gate

I have completed many assignments which meet the standards set forth in the Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act, former California Community Redevelopment Law and State of California Office of Real Estate Appraisal Regulation and the Uniform Standards of Professional Appraisal Practice (USPAP). As a designated member of the Appraisal Institute, the nationally recognized appraisal organization, I have always held the highest standards in the valuation of real property. These include fully documented and well supported valuation, utilizing recognized and accepted valuation tools and techniques to provide meaningful and relevant analysis for decision-making. With my 42 years of experience I fully understand the needed steps in any valuation assignment, and know the timing and tools needed to complete this work.

Working with public sector agencies, attorneys, and acquisition agents, we have a clear and concise understanding of required federal regulations, state and county laws relating to the provision of appraisal services, determination of fair market value as defined by legal constraints and public sector acquisition/disposition. Our strength and ability to provide consistent communication and contact with relevant professionals provides us with the tools necessary to complete appraisal work effectively and consistently. We feel we have the expertise and necessary qualifications to provide excellent service to both the community and the agency in its disposition services.

Nagasaki & Associates consistently provides appraisal services in a professional and competent manner. The appraisal services shall be conducted and reported in a manner that complies with all applicable federal, state and county laws, regulations and policies. Appraisal services will be conducted and reported in accordance with the Uniform Standards of Professional Practice (USPAP).

We have reviewed the RFP and feel fully qualified to perform all tasks necessary to this project assignment. The Scope of Work needed for this project, the following is the analysis program and vision for this task will include:

1. Contact and coordination with the agency representatives;
2. Study and review of all relevant reports prepared for legal issues; review of mapping or relevant information about the subject property;
3. Conduct onsite property inspection including details of the subject property, neighborhood and surroundings;
4. Collection of relevant information from local municipal or county files including zoning, land uses permitted and other relevant information;
5. A determination of the highest and best use for the subject;
6. Collection of relevant market data for comparison purposes to provide a value opinion including land sales, listings and current escrows, verification of the data, and preparation of analysis including all relevant market data and comparison with the respective subject property; coordination and collection of relevant information in preparation of the appraisal report document;
7. Analysis and comparison of comparable sales with the subject property. All analysis and adjustments will be explained in a manner which fully demonstrates differences reflected in the marketplace; reach a valuation conclusion using the appropriate tools;
8. Meeting and discussion with agency representatives to review appraisal findings at a pre-submittal conference, if required; and

9. Preparation and completion of the report document in conformance with the requirements of USPAP and of agency representatives.

In according with the Request for Proposal, we have prepared a summary of cost for appraisal services for the six sites outlined in the document. We have reviewed the list of total sites included in the RFP. As requested our fees are broken down into two separate stages. The first is the investigations and data analysis including final value opinion. The second phase is the final report preparation of a single volume report with separate valuations for each site.

Site and Location	Investigation & Data Analysis Fee
Site 1- Elizabeth Residential Property	$3,250
Site 2 - Atlantic/Santa Ana Commercial Property	$4,750
Site 3 - Santa Ana Residential Property	$3,250
Site 4 -Atlantic/Cecelia Commercial Property	$4,250
Site 5 -Atlantic/Patata Commercial Property	$4,250
Site 6 -Atlantic/Clara Commercial Property	$4,250
Total Fee for Investigations and Analyses:	$24,000
Report Preparation Fee (as requested)	$3,000
Total Fee Inclusive of all properties	$27,000

This is a fixed fee schedule for direct hourly rate for appraisal services at $250 per hour with supplemental work after completion of the analysis and report are subject to the hourly rate shown below at $350 per hour. There are no other out of pocket costs anticipated in the preparation of the appraisal document. This rate blends the services of the Principal and Associate appraiser (if needed), as well as consumables.

Supplemental Fees
Additionally, during the course of our work for you, or subsequent to the delivery of our reports, you may desire additional services for hearing or trial preparation or appearance, or other needs. If so, such services will be provided and will be billed additionally, at the rate of $350 per hour for services provided by Jeffrey T. Nagasaki, MAI. Such services completed by other professional staff members will be billed in accordance with our standard billing rates in effect at that time. A minimum of one-half day will be billed for any required appearance at trial, deposition, or other judicial proceeding.

Payment of Fees
Appraisal fees are due upon receipt of appraisal reports by the client, either by mail, messenger, overnight courier, or email. Delivery of draft reports will constitute delivery of the report and all appraisal fees are due. In the event of any controversy, claim or dispute between us arising out of or related to this agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, including all investigation, collection, attorneys', and arbitrators' fees and expenses. The balance of any remaining unpaid fees is due upon delivery of report documents. A late fee of 1% per month will be charged on any balances outstanding over 30 days.

When Appraiser's Obligations Are Complete
Appraiser's obligations pursuant to this Agreement are complete when the Appraisal Report in the form specified in this Agreement is delivered to Client pursuant to this Agreement. Appraiser agrees to be responsive to Client's legitimate inquiries regarding the contents of the report after delivery

Changes to Agreement
Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users or intended use, the date of value, type of value or property appraised cannot be changed without a new Agreement.

Assignment
Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

Delays
It is possible that it will be mutually agreed to delay the completion and delivery of appraisal reports. This will impact not only delivery timing but also may impact the total fee for job completion. An invoice will be prepared covering time expended through receipt of the notice of delay. The progress payment will be due upon receipt of the invoice. Receipt of payment is a requirement for recommencement of work.

Cancellation
Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice unless otherwise agreed upon by Appraiser and Client in writing.

Special or Consequential Damages
Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

Ownership of Work Product
The possession of the Appraisal Report, or any copy or portion thereof, by Client or any third party does not include or confer any rights of publication or redistribution of the Appraisal Report other than to such persons or entities identified prior to their receipt of the Appraisal Report. All rights, title and interest in (1) any data gathered by Appraiser in the course of preparing the Appraisal Report (excluding any data furnished by or on behalf of Client) and (2) the content of the Appraisal Report prepared pursuant to this Agreement shall be vested in Appraiser. Subject to the foregoing, Client shall have the right to possess a copy of the Appraisal Report and to disclose the report to Client's attorneys, accountants or other professional advisors in the course of Client's business affairs relating to the property that is the object of the Appraisal Report, provided that such attorneys, accountants or advisors are advised in writing of Appraiser's right under this Agreement prior to receipt of such Appraisal Report.

Use of Employees or Independent Contractors
Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment unless otherwise agreed upon by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

Testimony at Court of Other Proceedings
Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discover, sworn testimony in a judicial, arbitration or administrative proceeding or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

No Third Party Beneficiaries
Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement including, but not limited to, any third parties identified herein.

Client's Duty to Indemnify Appraiser
Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

Confidentiality
Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of, the appraisal prepared in accordance with this Agreement with any party other than Client unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

Governing Law & Jurisdiction
The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

Thank you for the opportunity to provide our qualifications for this Request for Proposal for Appraisal Services fo the City of Cudahy Successor Agency and the City of Cudahy.

Respectfully submitted,

NAGASAKI & ASSOCIATES

Jeffrey T. Nagasaki, MAI
Principal/owner

QUALIFICATIONS OF JEFFREY T. NAGASAKI, MAI

EXPERIENCE

Nagasaki & Associates, 2005 to present; Principal responsible for providing a broad variety of real estate consultation and valuation services for the public and private sectors. Property rights appraised include fee simple, leased fee, and leasehold interest. Services include traditional market value studies, market rent studies, historic valuation studies, value diminution analysis, partial interests for estate planning and family limited partnerships. Assignments deal with all major property types including commercial retail and office, hotel, industrial, marina, multiple residential, acreage, residential subdivisions, and special purpose properties. He is qualified as an approved appraiser under the MAP program for the U.S. Department of Housing and Urban Development. Mr. Nagasaki's experience includes over 42 years of appraisal experience, fully competent and qualified to complete most assignments under the requirements of the competency provisions of USPAP.

Lea Associates, Inc., 1985 - 2005; Principal and Senior Vice President responsible for providing real estate appraisal and consultation services. Property types included retail, office, industrial, creative office, residential income, vacant land, and hotels. Property rights appraised include fee simple, leased fee, and leasehold interest.

Security Pacific National Bank, 1978 - 1985; Assistant Vice President with responsibility for valuation of real property, proposed and existing, including retail, office, industrial, residential income units, vacant land, special purpose properties, single-family residences, condominiums, and residential subdivisions.

EDUCATION

Continuous participation in numerous seminars relating to real estate appraisal theory and practice. A sample of these seminars include:

- Limited Appraisals and Reporting Options
- Environmental Risk and the Real Estate Process
- Litigation Seminar
- Partial Acquisition
- Easement Valuation
- Shopping Centers Analysis
- Impact of Detrimental Conditions
- National IRS Symposium on Valuation
- Appraising Family Limited Partnerships
- Case Study in Limited Partnership Valuation
- Affordable Housing Projects
- Marketability discounts for real estate interests
- Partial interests theory and case law
- Public Interest Value program
- Valuation of Leases, Leasehold & Leased fees
- Going Concern Value and Real Property
- Special Purpose Properties
- Market Trends

Successful completion of the following Appraisal Institute's courses and examinations:

- Highest and Best Use Analysis
- Standards of Professional Practice
- Comprehensive Examination
- Demonstration Appraisal Report
- Basic Valuation Procedures
- Residential Valuation
- Case Studies in Real Estate Valuation
- Capitalization Theory and Techniques, Part A
- Capitalization Theory and Techniques, Part B
- Valuation Analysis and Report Writing
- Real Estate Appraisal Principles
- Appraisal Curriculum Overview

California State University, Long Beach, Bachelor of Science degree in Business Administration specializing in Real Estate Finance and Financial Management, May 1978.

QUALIFICATIONS OF JEFFREY T. NAGASAKI, MAI (Cont'd)

EXPERT TESTIMONY

Mr. Nagasaki has qualified as an expert witness in real estate matters and has testified before:

- Los Angeles County Superior Court
- San Bernardino County Superior Court
- Riverside County Superior Court
- Orange County Superior Court

Further, he has appeared in binding and non-binding arbitration hearings as an expert witness in real estate valuation.

ASSOCIATIONS

Member of the Appraisal Institute, with an MAI Designation
Certified General Real Estate Appraiser - AG003078, State of California
Institute of Real Estate Management (IREM) - Associate Member

Kevin Donahue, MAI
Executive Director

Cushman & Wakefield Western, Inc.
18111 Von Karman Avenue, Suite 1000
Irvine, CA 92612 | USA
949.372.4907 Tel
kevin.donahue@cushwake.com

February 6, 2020

Santor Nishizaki
Acting City Manager
CITY OF CUDAHY AS SUCCESSOR AGENCY
5220 Santa Ana Street
Cudahy, CA 90201-6024

Re: **Six (6) Excess Land Sites**
Various Locations
Cudahy, CA 92256

Dr. Nishizaki :

Thank you for requesting our proposal for appraisal services. This proposal letter will become, upon your acceptance, our letter of engagement to provide the services outlined herein. A separate task order or purchase order will also accompany this letter.

TERMS OF ENGAGEMENT

I. PROBLEM IDENTIFICATION

The Parties to This Agreement:	Cushman & Wakefield Western. Inc. ("C&W") and the City of Cudahy as Successor Agency (the "Client").
Intended Users:	The Client is the only identified Intended User of the appraisal. The appraisal may not be distributed to or relied upon by other persons or entities.
Intended Use:	The intended use of the appraisals is to assist the Intended User in the possible disposition of the subject sites, assuming a single buyer for each site.
Type of Opinion and Rights Appraised:	Fair Market Value (per the California Code of Civil Procedure) of the Fee Simple Interest of the Six (6) Sites as identified on Pages 4 & 5 in the City's 2015 Long-Range Management Plan as provided in the RFP
Date of Value:	• Date of inspection
Subject of the Assignment and Relevant Characteristics:	The properties to be appraised are vacant and improved properties with various zone designations. Each of the six (6) sites is identified in the table in the addenda.

Assignment Conditions:

The following Extraordinary Assumption will be used:

As requested in the RFP, the properties are to be appraised 'as if clean' with no soil contamination or hazardous waste issues considered.

We do not anticipate the use of any other extraordinary assumptions or hypothetical conditions.

II. ANTICIPATED SCOPE OF WORK

USPAP Compliance:

C&W will develop an appraisal in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute.

General Scope of Work:

- Property Inspection to the extent necessary to adequately identify the real estate
- Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce credible appraisal results
- Consider and develop those approaches relevant and applicable to the appraisal problem. Based on our discussions with the Client, we anticipate developing the following valuation approaches:
- Sales Comparison Approach
- Income Approach (as to the improved properties)

III. REPORTING AND DISCLOSURE

Scope of Work Disclosure:

The actual Scope of Work will be reported within the individual reports.

Reporting Option:

The appraisals will be communicated in Appraisal Reports.

IV. FEE, EXPENSES AND OTHER TERMS OF ENGAGEMENT

Fee:

Our fees are shown in the Summary Table included herein. All invoices are due upon receipt. The Client shall be solely responsible for C&W's fees and expenses hereunder. Acknowledgement of this obligation is made by the countersignature to this agreement by an authorized representative of the Client. **The fees quoted assume that an NTP will be provided for not less than four (4) of the six (6) sites.**

Additional Expenses:

Fee quoted is inclusive of expenses related to the preparation of the reports.

Retainer:

A retainer is not required for this assignment in order to commence work.

Report Copies:

The final reports will be delivered in electronic format. Up to three hard copies will be provided upon request. Each Site will be separately bound.

Start Date:	The appraisal process will initiate upon receipt of signed agreement or task/ purchase order and the receipt of the property- specific data.
Acceptance Date:	This proposal is subject to withdrawal if the engagement letter is not executed by the Client within 15 business days.
Final Report Delivery:	Within thirty (30) days of receipt of your written authorization to proceed, assuming prompt receipt of necessary property information. Payment of the fee shall be due and payable per the terms of the master contract. .
Changes to Agreement:	The identity of the Client, Intended User(s) identified herein, or Intended Use identified herein; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.
Prior Services Disclosure:	USPAP requires disclosure of prior services performed by the individual appraiser within the three years prior to this assignment. The undersigned appraiser(s) has not provided prior services within the designated time frame.
Future Marketing Disclosure:	Unless otherwise directed, at the conclusion of this engagement, we may disclose that we have appraised the subject property in future marketing documents and materials.
Conflicts of Interest:	C&W adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict with this assignment, we reserve the right to withdraw from the assignment without penalty.
Cancellation of Engagement:	Client may cancel this agreement at any time prior to C&W's delivery of the appraisal reports upon written notification to C&W. Client shall pay C&W for work completed on the assignment prior to C&W's receipt of written cancellation notice, unless otherwise agreed upon by C&W and Client in writing.
Further Conditions of Engagement:	The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement.

HOURLY RATES AND EXPENSE REIMBURSEMENTS

Should it be necessary, hourly fees are applicable to any work completed beyond the narrative reports. All time shall be billed in 6-minute increments. Actual fees are contingent on who renders a specific service. Invoices will be submitted monthly. Such invoices shall provide a description of the services rendered by each C&W professional as well as the time expended in providing each service (rounded in increments to the nearest tenth of an hour).

Kevin J. Donahue, MAI	$500
Trial Testimony/ Deposition Rate:	$600

State Licensed Appraisers	$200-$300
Analysts and support staff	$100 - $200
	(Phase 2)

Thank you for calling on us to render these services and we look forward to working with you.

Sincerely,
CUSHMAN & WAKEFIELD WESTERN, INC.

Kevin J. Donahue, MAI
Executive Director

cc:

AGREED:
CLIENT: CITY OF CUDAHY, AS SUCCESSOR AGENCY

By: _____ Date: _____
Name

Title: TITLE

E-mail Address: _____

Phone Number: _____

Information Needed to Complete the Assignment

We understand that you will provide the following information for our review**, if available.**

Physical Information

- A title report or litigation guarantee for each subject property
- Three (3) years of Income and Expense information for the improved properties
- Copies of all leases
- Information on any written purchase offers in the past three (3) years.

Note: Please advise if, to your knowledge, C&W is representing the Client or the subject property in any other capacity (i.e., leasing, sale, financing, property management, etc.)

SITE SUMMARY AND FEE PROPOSAL

Site No.	Address	Former APN	Current APN	Property Type	Zone	Fee
1 Elizabeth Street Residential Property	5256 Elizabeth Street 5260 Elizabeth Street	6224-001-014 6224-001-015	6224-001-901 6224-001-902	Land	MDR Medium Density Residential	$ 3,100
2 Atlantic Avenue/ Santa Ana Street Commercial Property	4734 Santa Ana Street 8110 South Atlantic Avenue 8100 South Atlantic Avenue Santa Ana Street 4720 Santa Ana Street	6224-018-008 6224-018-071 6224-018-068 6224-018-070 6224-018-069	6224-018-911 6224-018-915 6224-018-912 6224-018-914 6224-018-913	Land/ Triplex	Ent Entertainment	$ 3,800
3 Santa Ana Street Residential Property	4610 Santa Ana Street	6224-019-014	6224-019-901	Land	Ent Entertainment	$ 3,400
4 Atlantic Avenue/ Cecilia Street Commercial Property	8135 South Atlantic Avenue 4629 Cecilia Street 8201 South Atlantic Avenue 8221 South Atlantic Avenue 4633 Cecilia Street	6224-022-001 6224-022-004 6224-022-002 6224-022-012 6224-022-003	6224-022-900 6224-022-904 6224-022-901 6224-022-903 6224-022-902	Land/ Industrial Building	Ent Entertainment	$ 5,200
5 Atlantic Avenue/ Patata Street Commercial Property	4819 Patata Street 8420 South Atlantic Avenue Patata Street	6224-034-014 6224-034-032 6224-034-040 6224-034-041	6224-034-900 6224-034-902 6224-034-903 6224-034-901	Land	Ent Entertainment	$ 3,400
6 Atlantic Avenue/ Clara Street Commercial Property	4613 Clara Street 7660 South Atlantic Avenue 7630 South Atlantic Avenue 7638 South Atlantic Avenue 7644 South Atlantic Avenue No Address	6226-022-002 6226-022-008 6226-022-019 6226-022-020 6226-022-023 6226-022-022 6226-022-021 6226-022-024	6226-022-911 6226-022-910 6226-022-909 6226-022-906 6226-022-905 6226-022-908 6226-022-904 6226-022-907	Land/ Hotel/ Strip Retail	CMU Commercial Mixed-Use	$ 6,200
			Report Preparation Fee:			$ 3,000

CONDITIONS OF ENGAGEMENT

1) Each Intended User identified herein should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall investment decision. The appraisal cannot be used by any party or for any purpose other than the Intended User(s) identified herein for the Intended Use described herein.

2) Unless identified expressly in this agreement, there are no third-party beneficiaries of agreement pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does not mean that the party is a third-party beneficiary of the agreement.

3) The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand the standard Assumptions and Limiting Conditions as well as any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.

4) C&W shall have the right to utilize its affiliates in the performance of its services, provided that they comply with the obligations of C&W pursuant to this engagement.

5) The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of C&W, which may be given at the sole discretion of C&W. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of C&W's legal counsel for the review of the material which is the subject of the requested consent. C&W disclaims any and all liability with regard to the appraisal prepared pursuant to the engagement to any party other than the Intended User(s). Under no circumstances will C&W consent to the quote, reference or inclusion of the appraisal in connection with crowd funding activities. Further, crowd funding investors are specifically excluded from any class of Intended Users.

6) In the event the Client provides a copy of the appraisal to, or permits reliance thereon by, any party not identified herein as an Intended User, Client hereby agrees to indemnify and hold C&W, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such party.

7) The balance of the fee for the appraisal will be due upon delivery of a report. Payment of the fee is not contingent on the appraised value, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceed the time allotted by C&W for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, C&W will be entitled to bill the Client for the time expended to date at C&W's hourly rates for the personnel involved.

8) If C&W or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, C&W will use reasonable efforts to notify the Client of our receipt of same. However, if C&W or any of its affiliates are not a party to these proceedings, Client agrees to compensate C&W or its affiliate for the professional time and reimburse C&W or its affiliate for the actual expense that it incurs in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred. C&W or its affiliate will be compensated at the then prevailing hourly rates of the personnel responding to the subpoena or command for testimony.

9) By signing this agreement Client expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this agreement or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event that the Client, or any other party entitled to do so, makes a claim against C&W or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the appraisal, the maximum damages recoverable from C&W or any of its affiliates or their respective officers or employees shall be the amount of the monies actually collected by C&W or any of its affiliates for this assignment and under no circumstances shall any claim for consequential, indirect, special, punitive or liquidated damages be made.

10) C&W disclaims any and all liability to any party with regard to the appraisal report other than an Intended User identified herein.

11) The fees and expenses shall be due C&W as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due C&W in the hands of a collection agent and/or an attorney (whether or not a legal action is filed) Client agrees to pay all fees and expenses including attorneys' fees incurred by C&W in connection with the collection or attempted collection thereof.

12) Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or this agreement shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to

Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type.

13) Notwithstanding that C&W may comment on, analyze or assume certain conditions in the appraisal, C&W shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations and other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise.

14) Legal claims or causes of action relating to the appraisal or this agreement are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.

15) Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

16) Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement. In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

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February 6, 2020

Mr. Santor Nishizaki
Acting City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201

SUBJECT: Proposal to provide real estate appraisal services

Response to Request for Proposals (RFP) for Appraisal of the City of Cudahy
Successor Agency Sites 1 through 6
Cudahy, California 90201

Sent via E-mail

Dear Mr. Nishizaki:

In response to your recent request for proposal, this writing expresses our interest and availability for the completion of appraisal services concerning Sites 1 through 6 (Sites). Sites 1 through 6 are located within the territorial boundaries of the City of Cudahy, and are further summarized in Exhibit A.

We understand the City of Cudahy and its redevelopment dissolution successor agency (City) is seeking to dispose each of the six Sites to one or more third-party purchasers as part of the redevelopment dissolution process. We understand that at this time, the City has not identified any purchaser for any one or more of the Sites. We further understand that the terms of any disposition of a Site by the City will include a cash purchase price amount based upon the current appraised fair market value of each Site.

The purpose of the appraisal reports is to provide the fair market value of the Sites, based upon their highest and best use.

Scope of Services

Upon receiving authorization to proceed, we would complete a thorough inspection of the subject Sites and review available information about their histories and operations. We would conduct an independent investigation of market factors, including investigations into comparable sale properties that would be relevant in the valuation process. We will also investigate the zoning of each Site and confirm its conformance to the requirements, intent,

goals, and objectives of the City General Plan/Zoning Ordinance, and other applicable codes and regulations. Our appraisal of each Site will be based on its highest and best use.

Our appraisals will include an assumption that each Site is not currently burdened with soil contamination or soil environmental health management issues.

Our understanding of each Site and what will be required as part of the appraisal process is summarized in the following paragraphs.

Site 1 – This property is improved with two single family residences with a very low coverage ratio. Based on our review of aerial photographs from Google Earth, these units do not appear to be occupied. Our fee quote for this property is predicated on the assumption that we will be valuing a redevelopment site to its highest and best use which will likely be for multifamily residential development. If we find that the units are occupied and or habitable, then our scope of work will need to be revised.

Site 2 – Based on our review of aerial photographs from Google Earth none of the improvements, with the exception of the tire store, appear to be occupied or habitable. Our fee quote for this property assumes that we will be valuing a redevelopment site, with the possible exception of 8100 S. Atlantic Avenue (SEC Atlantic Avenue and Santa Ana Street). This property is improved with a retail building that is currently leased to a tire store. The current assessor parcel number for the tire store is 6224-018-902. We will evaluate this parcel separately to determine if the existing improvements represent the highest and best use of the site.

Site 3 – is a vacant site that will be appraised to its highest and best use.

Site 4 – This property is improved with a number of dilapidated industrial structures which appear to be in very poor condition and are not believed to contribute value to the underlying land. The only possible exception to this are the improvements located at 8135 Atlantic Avenue (current assessor parcel number 6224-022-900). We propose to value the southerly portion of this site as a redevelopment site and the northerly portion of the site will be evaluated to determine if the existing improvements contribute value to the site.

Site 5 - Based on our review of aerial photographs from Google Earth the existing improvements do not appear to be occupied and appear to be in poor condition. Our fee quote assumes that this property can be valued as a single redevelopment site.

Site 6 – This is the most complex of the sites to be appraised. Based on our review of aerial photographs from Google Earth, there are a number of separate uses that will need to be valued as follows:

- Duplex
- Strip retail center occupied by a liquor store and laundry facility.
- Motel
- Redevelopment land

Upon completion of our analysis, we would prepare a separate appraisal report for each Site in full compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP). Our definition of fair market value will have the same meaning as set forth in the California Code of Civil Procedure Section 1263.320.

Fee and Timing

We understand the City expects to issue a notice to proceed for the preparation of an appraisal report for at least four (4) of the six (6) Sites by February 11, 2020, or shortly thereafter. We understand the final number of sites to be appraised will be specified by the City in the notice to proceed. For our services as described above, our fee for the completion of six (6) appraisal reports is summarized as follows. The report allowance fee of $3,000 is payable irrespective of number of Sites we are asked to appraise. Please note that our fee quote for Site 1 and 3 assume that both properties are awarded to us so as to obtain economies of scale in researching residential land sales. If only one of these two properties is awarded the fee will increase by $1,000.

Property	Fee
Site 1 - Elizabeth Street Residential Property	$4,000
Site 2 - Atlantic Avenue / Santa Ana Street Commercial Property	$7,500
Site 3- Santa Ana Street Residential Property	$4,000
Site 4 - Atlantic Avenue / Cecilia Street Commercial Property	$7,500
Site 5 - Atlantic Avenue / Patata Street Commercial Property	$4,000
Site 6 - Atlantic Avenue / Clara Street Commercial Property	$18,000
Report Allowance Fee	$3,000
Total	$48,000

We propose to have an appraisal report for each Site completed within **thirty (30) days** of receiving notice to proceed.

Supplemental Services

Additional services requested for consultation, special studies, negotiations, preparation of or appearance for testimony, and similar services will be provided upon request and will be billed additionally at the hourly rates set forth as Exhibit A to this proposal. Fees will be billed monthly based on the work actually completed.

General Issues

Payment for the completion of reports will be due upon their completion. To the extent that supplemental services are requested, these will be billed on a monthly basis. For these services, if provided, an advance retainer may be requested. For these services, if provided, payment is due within 30 days of the invoice date. Fees unpaid after 30 days are subject to a finance charge equal to 1.5% per month on all unpaid balances.

If any party other than yourself will be responsible for payment, that party must also sign this proposal to acknowledge our agreement and this authorization to proceed.

This proposal is valid for 14 days.

Our appraisal analysis will incorporate the Assumptions and Limiting Conditions which are attached to this proposal. To the extent that we prepare a written appraisal report, these

Assumptions and Limiting Conditions (or a set which is effectively equivalent) will be incorporated into the appraisal report.

Fees quoted herein are for the provision of professional services and are not in any way contingent upon the valuation reported or the outcome of any pending matter for which valuation is required. In the event of any controversy, claim, or dispute between us related to this agreement, or the breach thereof, enforcement of this agreement will be governed by and construed in accordance with the laws of the State of California. The venue for any action to enforce or interpret this agreement shall be in the County of Los Angeles, State of California.

Damages (if any) for which the appraiser and/or appraisal firm would be liable will be limited to the amount of compensation paid as the fee for providing services.

If this proposal meets with your approval, our receipt of a signed copy of this letter will serve as our notice to proceed.

Thank you for the opportunity of submitting this proposal. If you have any questions or comments about it, please call me.

Sincerely,

Integra Reaity Resources – Los Angeles

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE
Managing Director

BBF/kt

Enclosures: Exhibit A (List of Sites)
Exhibit B (Hourly Rates)
Exhibit C (Assumptions and Limiting Conditions)
Professional Qualifications of Beth B. Finestone, MAI, AI-GRS, FRICS, CRE

AGREED & ACCEPTED THIS _____ DAY OF _____, 2020

BY: _____

NAME (PRINT) **AUTHORIZED SIGNATURE**

Exhibit A

List of Sites

Site 1 - Elizabeth Street Residential Property			
Current APN	**Previous APN**	**Address**	**Lot Size (±AC)**
6224-001-901	6224-001-014	5256 Elizabeth Street	0.47
6224-001-902	6224-001-015	5260 Elizabeth Street	0.47
Site 2 - Atlantic Avenue / Santa Ana Street Commercial Property			
6224-018-911	6224-018-008	4734 Santa Ana Street	0.18
6224-018-912	6224-018-068	8100 South Atlantic Avenue	0.14
6224-018-913	6224-018-069	4720 Santa Ana Street	0.39
6224-018-914	6224-018-070		0.03
6224-018-915	6224-018-071	8110 South Atlantic Avenue	0.14
Site 3- Santa Ana Street Residential Property			
6224-019-901	6224-019-014	4610 Santa Ana Street	1.35
Site 4 - Atlantic Avenue / Cecilia Street Commercial Property			
6224-022-900	6224-022-001	8135 South Atlantic Avenue	0.83
6224-022-901	6224-022-002	8201 South Atlantic Avenue	0.61
6224-022-902	6224-022-003	4633 Cecilia Street	0.17
6224-022-004	6224-022-004	4629 Cecilia Street	0.27
6224-022-012	6224-022-012	8221 South Atlantic Avenue	0.62
Site 5 - Atlantic Avenue / Patata Street Commercial Property			
6224-034-900	6224-034-014	4819 Patata Street	0.63
6224-034-901	6224-034-032	8420 South Atlantic Avenue	0.32
6224-034-902	6224-034-040		0.58
6224-034-903	6224-034-041	Patata Street	0.58
Site 6 - Atlantic Avenue / Clara Street Commercial Property			
6226-022-911	6226-022-002	4613 / 4615 East Clara Street	0.11
6226-022-910	6226-022-008	7660 South Atlantic Avenue	0.27
6226-022-908	6226-022-019	7630 South Atlantic Avenue	0.24
6226-022-909	6226-022-020		0.44
6226-022-906	6226-022-023	7638 South Atlantic Avenue	0.20
6226-022-905	6226-022-022	7644 South Atlantic Avenue	0.17
6226-022-904	6226-022-021	Vacant Land	0.20
6226-022-907	6226-022-024		0.03

Exhibit B

Schedule of Hourly Rates

John G. Ellis, MAI, CRE, FRICS: (Senior Managing Director)	$400 per hour for appraisal and consulting $600 per hour for trial preparation and expert testimony
Beth B. Finestone, MAI, AI-GRS, FRICS, CRE: (Managing Director)	$375 per hour for appraisal and consulting $450 per hour for trial preparation and expert testimony
Robert M. Lea, MAI (Director)	$400 per hour for appraisal and consulting $550 per hour for trial preparation and expert testimony
Adam M. Bogorad, MAI: (Senior Director)	$350 per hour for appraisal and consulting $425 per hour for trial preparation and expert testimony
Other Directors, Senior Consultants, and Senior Analysts:	$200 to $300 per hour
Analysts:	$145 to $190 per hour
Researchers:	$120 to $140 per hour
Administrative Staff: (For supplemental documentation requests)	$100 per hour

Effective for the six-month period starting January 1, 2020

Exhibit C

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal reportare used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR – Los Angeles, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. IRR – Los Angeles is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Los Angeles. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. IRR – Los Angeles is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE

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Experience

Ms. Finestone, Managing Director for and a principal of INTEGRA REALTY RESOURCES – LOS ANGELES, has been with the firm since 2004 and has been appraising in Southern California since 1981. She is also the Executive Director of Integra Realty Resources – Orange County. She has specialized in valuation and consulting services related to public agency clients and for major, investment-grade commercial properties, e.g., office, industrial, retail, multifamily, land, and special purpose properties, for over 35 years. Ms. Finestone has also been very active is the appraisal of land, both entitled and unentitled. She has been involved in the appraisal of open space land, land for mitigation purposes and valuing various types of land for conservation easement purposes.

Ms. Finestone was the 2019 president for the Southern California Chapter of the Appraisal Institute (SCCAI), the largest Appraisal Institute chapter in the United States. She also holds the AI-GRS designation of the Appraisal Institute. In addition, she is a fellow of the RICS (past board member) and is also a member of the CRE and of the IRWA. She has been honored locally for her professional accomplishments. In May 2009, she was a *Los Angeles Business Journal* nominee for Executive of the Year – Women Making a Difference. In October 2006 Ms. Finestone was honored as one of Real Estate Southern California's 2006 Women of Influence for contributions to commercial real estate and devotion to community enrichment.

Ms. Finestone previously held senior positions with Finestone & Associates and Cushman & Wakefield of California. At Finestone & Associates from 1996 through 2003, she specialized in real estate appraisal, valuation and consulting services with focus on preparation of appraisals for industrial, commercial, and special purpose properties. This focus included consultation services, due diligence work, litigation support, and expert witness designation.

At Cushman & Wakefield of California, Inc. from 1983 through 1996, Ms. Finestone was in the Los Angeles Appraisal Services Group, specializing in real estate valuation and consulting. By the end of her tenure, she was responsible for the management the Los Angeles Valuation Advisory Services Group, including preparation and review of appraisal reports, business development, consulting and litigation work, management and coordination of multi-property assignments and national accounts, professional staff development, and support staff supervision.

Ms. Finestone's clients include public agencies, right-of-way firms, lenders, institutional investors, major corporations, law firms, and individual property owners. Her services include a wide range of specialized studies including ground lease rent studies, partial interest acquisitions, value diminution (from both internal and external influences), market demand, feasibility, severance damages and project benefits, investment analysis, assessment allocation, reuse analysis, and the valuation of partial interests including leasehold, leased fee, possessory interests, and minority interests.

Ms. Finestone has significant experience in coordinating and managing multiproperty assignments. She has been active in acquisition appraisals for SCE in Los Angeles, Tulare, Fresno, Kern, San Bernardino, and Riverside counties; Riverside County Transportation Commission (RCTC) as part of the expansion of the SR-91 freeway in Corona and the Placentia Avenue Project; the Orange County Transportation Authority (OCTA) as part of the I-405 expansion, the I-5 expansion, and the SR-55 expansion; San Bernardino County Associated Governments (SANBAG); Los Angeles County Department of Public Works; City of Ontario; City of Inglewood; the California Department of General Services; the U.S. General Services Administration; and the California High-Speed Rail Authority (CHSRA).

bfinestone@irr.com – 818.290.5455

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE

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Her assignments have included a wide variety of property types, including:

Agricultural Land	Industrial manufacturing	Residential Land
Apartment complexes	Mixed retail/residential	Restaurants
Auto service/gas stations	Mitigation and open space land	Shopping centers
Camps and schools	Mobile home parks	Single-family residences
Cold-storage facilities	Office buildings	Special purpose properties
Commercial land	Pipeline easements	Subdivisions
Condominiums	Produce marts	Theaters
Healthcare properties	Rail and transportation corridors	Warehouse/distribution
Hotel/motel properties	Religious facilities	Wind farms
Industrial Land		

Professional Activities

Member:	Appraisal Institute (MAI No. 7973)
Designation:	Appraisal Institute – General Review Specialist (AI-GRS)
Fellow:	Royal Institution of Chartered Surveyors (FRICS No. 1259538)
Member:	The Counselors of Real Estate (CRE No. 13807)
Member:	International Right of Way Association
License:	California State Certified General Real Estate Appraiser No. AG004030

Recognition

- *Los Angeles Business Journal* 2009 Nominee for Executive of the Year – Women Making a Difference, May 2009
- Designated one of *Real Estate Southern California*'s 2006 Women of Influence, October 2006

Seminar Presentations

- *Corridors, Crops & Condemnation* (IRWA National Conference in San Diego, June 2015)
- *Eminent Domain Appraisals: Pitfalls & Value-Added Services* (RICS – Southern California Chapter, CPD Presentation, April 16, 2015)
- Government Buildings (Appraisal Institute, Special Purposes Seminar, July 15, 2014)
- *The Trouble with Ignoring Building Code Violators* (SCCAI 43rd Annual Litigation Seminar, Moderator, November 15, 2013)
- *Conflicting Mandates & Instructions Between USPAP, Yellow Book, & Caltrans Appraisal Guidelines* (IRWA Annual Valuation Seminar, April 24, 2012)
- *Current Issues in Real Estate Appraisal* (Lorman Education Services, live audio conference, March 8, 2012)
- *The Role of the Appraiser in Construction Defect Litigation: Measuring Damages from Construction Defects* (MCLE-approved presentation, January 11, 2012, March 4, 2010, and February 10, 2010)

Expert Testimony

Ms. Finestone has qualified as an expert witness in real estate matters and has testified before:

- Superior Courts: Los Angeles and Orange Counties
- Arbitration Hearings: Los Angeles County
- Tax Appeal Boards: Los Angeles and San Diego Counties

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Beth B. Finestone, MAI, AI-GRS, FRICS, CRE

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Education

M.B.A., Pepperdine University

B.S., Kinesiology, University of California, Los Angeles

Ms. Finestone is currently certified by the Appraisal Institute's program of continuing education for its designated members.

Representative Appraisal Assignments

- Appraisal of the Concerto high-rise residential complex in downtown Los Angeles, adjacent to Staples Center, as part of bankruptcy proceedings. The assignment involved an expanded highest and best-case analysis to analyze the property as condos for sale and as an apartment complex.
- Appraisal of 50+ single-family residences impacted by the I-405 Widening Project in Costa Mesa. The acquisitions all involve temporary construction easements (TCEs). This assignment required an analysis of temporary severance damages due to impacts to rear yards as well as a valuation of all site improvements in the TCE areas. We also appraised 50+ commercial properties impacted by various types of partial acquisitions. Some of the appraisals were extremely complex with significant severance damage studies required.
- Appraisal review services on 39 appraisals for the SR-55 Freeway Expansion Project.
- Appraisal of Wilshire Federal Building: We appraised a deep tunnel easement on the Wilshire frontage of the Federal Building as part of LACMTA's Purple Line extension. Consideration was given to the redevelopment potential of the site and the benefits to the remainder, as well as to the value of the parts taken.
- Appraisal involving the valuation of numerous partial acquisitions impacting the Westfield Mall in Century City as part of LACMTA's Purple Line extension. This assignment was challenging with respect to valuing the underlying land associated with the larger parcel. The property is unique for its location due to its size. Complexities involved determining the number of trips allocated to the site as this in part drives land value. Again, consideration was given to damages and benefits, as well as to the value of the parts taken.
- Appraisal of numerous surface and subsurface acquisitions were required on the Veteran's Administration building for the construction of a subway station and tunnel easements for LACMTA's Purple Line. Significant research was required relative to the VA specific plan and the highest and best use of the property. Consideration was given to damages and project benefits as well as the value of the parts acquired.
- Appraisal of nine commercial properties in Beverly Hills that were proposed to be impacted by subway tunnel easements for LACMTA's Purple Line. These involved office and medical office buildings.
- Appraisal in Fresno County for the State Department of Water Resources, which included 22 permanent flowage easements and three partial fee acquisitions. Some of the proposed flowage easements overlapped existing road and utility easements which had to be considered. Due to the nature of the flowage easements, substantial severance damages accrued to the remainder parcels which had to be considered. This assignment also included the consideration of orchard and crop values.
- As a subcontractor on behalf of the CHSRA since 2015, we have completed appraisals of full acquisitions and partial acquisitions (with severance and mitigation damage studies) for many property types including agricultural, commercial, industrial, residential, railroad corridors, and other special purpose property appraisals. In total, we completed over 100 appraisals (some of which involved multiple parcels).
- Appraisal of 9,800 acres of land in Kern County for use as a wind farm. Jointly retained by the seller (GE Wind Energy) and the buyer (Los Angeles Department of Water and Power) to act as the third appraiser to determine the purchase/sale price of the site.
- Appraisal of the Del Mar Fairgrounds, Racetrack, and Horsepark (450 acres of land and over 1,000,000 square feet in improvements) for the California Department of General Services.
- Multiple appraisal assignments for Southern California Edison Company included:
  - Central Valley Phase I: Appraisal of 34 existing overhead distribution, transmission line and power pole easements which SCE wanted to update and perfect. These involved residential, commercial and agricultural properties. For the agricultural properties, the valuation included and analysis of the loss in value from orchard trees being taken.

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- Central Valley Phase II: Appraisal of 16 new acquisitions for overhead distribution, transmission line and power pole easements. This involved all agricultural properties and included an analysis of compensation for trees being taken. The project was highly contentious and significant research related to severance damages was completed.
- Barstow/Daggett: Appraisal of 44 overhead transmission line and power pole easements which SCE wanted to update and perfect involving residential and unimproved agricultural land.
- Victorville: Appraisal of 38 overhead distribution, transmission line and power pole easements which SCE wanted to update and perfect. These included improved residential and commercial properties.
- Tehachapi: Appraisal of 14 overhead distribution, transmission line and power pole easements which SCE wanted to update and perfect. These included residential, commercial and unimproved agricultural properties.
- Corona: Acquisition of 11 subsurface easements for underground transmission and distribution lines. These represent the acquisition of new easements which partially overlap previously existing easements in favor of SCE. All of the properties involved are improved with single-family residences.

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RESOLUTION NO. 20-05

A RESOLUTION OF THE CITY COUNCIL OF THE OF CUDAHY ACKNOWLEDGING CERTAIN ACTIONS BY THE CITY OF CUDAHY AS SUCCESSOR AGENCY RELATING TO THE POTENTIAL DISPOSITION AND SALE OF SUCCESSOR AGENCY LANDS AND APPROVING A LOAN AGREEMENT WITH THE SUCCESSOR AGENCY AND AUTHORIZING CERTAIN RELATED ACTIONS

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

WHEREAS, the State of California (the "State") has ordered the RDA to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended, and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law"; and

WHEREAS, the Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, in accordance with direction set forth in that certain April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," prepared by the Office of the State Controller, (the "Transfer Report"); and

WHEREAS, the State Department of Finance ("State DOF") has approved the instrument of the Successor Agency entitled "2015 Long-Range Property Management Plan" dated October 2015 (the "Cudahy LRPMP") for the disposition of the lands owned by the Successor Agency; and

WHEREAS, the Successor Agency has obtained proposals from qualified firms of real property appraisers to prepare an appraisal report setting forth the current fair market value of each of the "Sites," as this term is defined in the Cudahy LRPMP; and

WHEREAS, the Successor Agency has prepared the general form of a document entitled "Request for Qualifications for the Acquisition of [one or more of the Sites]" (the "RFQ"); and

WHEREAS, the costs as shall be incurred by the Successor Agency in connection with the release of the RFQ, the evaluation of responses to the RFQ and the other potential costs of sale of each of the Sites are "project expenses" of the Successor Agency for the purposes of the State Redevelopment Dissolution Law; and

DRAFT

WHEREAS, the Successor Agency has adopted its resolution dated February 18, 2020 entitled:

> "A RESOLUTION OF THE CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION APPROVING AN AGREEMENT WITH VALBRIDGE PROPERTY ADVISORS TO APPRAISE THE FAIR MARKET VALUE OF SUCCESSOR AGENCY PROPERTY, APPROVING THE GENERAL FORM OF A REQUEST FOR QUALIFICATIONS FOR THE DISPOSITION OF CERTAIN SUCCESSOR AGENCY LANDS, APPROVING A LOAN AGREEMENT WITH THE CITY OF CUDAHY AND AUTHORIZING CERTAIN RELATED ACTIONS"

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. The information set in the recital paragraphs of this Resolution are true and correct.

SECTION 2. The City Council hereby approves the Loan Agreement, dated as of February 18, 2020 in the form as presented to the City Council at the meeting at which this Resolution is adopted. The City Manager is hereby authorized and directed to execute such Loan Agreement on behalf of the City.

SECTION 3. The City Council hereby authorizes and directs the City Manager to create and maintain a "Dropbox" for use by the Successor Agency in connection with the RFQ.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this ____ day of _____ 2020.

_____
Elizabeth Alcantar
Mayor

ATTEST:

_____
Richard Iglesias
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

DRAFT

CITY OF CUDAHY)

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No._____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the ____ day of _____, 2020, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Richard Iglesias
Assistant City Clerk

DRAFT

2020

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
NUMBER ROPS 2021-22:_____

(NOT TO EXCEED: $30,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT NUMBER ROPS 2020-21:_____ (the "Loan Agreement") is dated as of February __, 2020 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law

2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.

3. The State of California (the "State") has ordered the RDA to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended, and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law."

4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, in accordance with direction set forth in that certain April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," prepared by the Office of the State Controller, (the "Transfer Report").

5. The State Department of Finance ("State DOF") has approved the instrument of the Successor Agency entitled "2015 Long-Range Property Management Plan" dated October 2015 (the "Cudahy LRPMP") for the disposition of the lands owned by the Successor Agency.

6. Concurrently with the approval of this Loan the Successor Agency has also authorized the preparation of an appraisal report by Valbridge Property Advisors which shall set forth an opinion of the current fair market value of each of the "Sites," as this term is described in the Cudahy LRPMP, based upon the real property appraisal information and assumptions set forth in such appraisal report.

7. The confirmation of the current fair market value of the Sites is a necessary and appropriate project expense of the Successor Agency in connection with the issuance and release by the Successor Agency of a document entitled "2020 Request for Qualifications" for the disposition and sale of one or more of the Sites by the Successor Agency to one or more qualified purchasers at the earliest feasible time.

8. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for project-related expenses of the Successor Agency, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Consolidated Oversight Board of Los Angeles County for the Successor Agency.

9. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the Successor Agency may obtain the necessary and appropriate information as required to dispose of one or more of the Sites at the highest feasible price and comply with the State Redevelopment Dissolution Law and complete the disposition of lands which are subject to the 2015 Long-Range Property Management Plan.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the Cudahy LRPMO and the State Redevelopment Dissolution Law with respect to the disposition of each of the Sites.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed THIRTY THOUSAND DOLLARS ($30,000) to be used by the Successor Agency solely as set forth in Section 3. The City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> to provide a current fair market valuation of each of the Sites as described in the Cudahy LRPMP which the Successor Agency intends to sell to one or more qualified purchasers at the earliest feasible time in accordance with the 2020 Request for Qualifications.

SECTION 4. **Source of Repayment of the Loan**. The Loan shall be repaid by the Successor Agency solely from revenues made available to the Successor Agency as expenses of sale or other disposition of one or more of the Sites to a qualified third-party purchaser as generally set forth in the 2020 Request for Qualifications.

SECTION 5. **Management of Loan Obligation on the Successor Agency's ROPS for FY 2020-21**. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan payable by the Successor Agency to the City, as hereby approved, to be identified in the accounting records of the City and on the ROPS of the Successor Agency for Fiscal Year 2020-21, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein. The unpaid principal balance of the Loan shall accrue interest at the maximum rate per annum authorized by the State Redevelopment Dissolution Law until repaid to the City.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Consolidated Oversight Board of Los Angeles County and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of February __, 2020.

[SIGNATURES FOLLOW ON NEXT PAGE]

DRAFT

CITY:

City of Cudahy, a municipal corporation

By:_____

Interim City Manager

ATTEST:

By:_____

City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy as Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

By:_____

Interim Executive Director/
City Manager

ATTEST:

By:_____

Secretary

APPROVED AS TO FORM:

By:_____
City Attorney

DRAFT

2015 LONG-RANGE PROPERTY MANAGEMENT PLAN

Prepared for the:

SUCCESSOR AGENCY
TO THE CUDAHY COMMUNITY
DEVELOPMENT COMMISSION OF
THE CITY OF CUDAHY
5220 Santa Ana Street
Cudahy, Ca 90201

www.cityofcudahy.com

October 2015

Prepared by:

Urban Futures Inc.
Corporate Office
3111 North Tustin Street,
Suite 230
Orange, CA 92865
(714) 283-9334 • FAX (714) 283-5465

2015 LONG RANGE PROPERTY MANAGEMENT PLAN

CITY COUNCIL / SUCCESSOR AGENCY BOARD

Cristian Markovich, *Mayor*

Christian Hernandez, *Vice Mayor*

Chris Garcia, *Councilman*

Jack Guerro, *Councilman*

Baru Sanchez, *Councilman*

CITY STAFF

Jose E. Pulido, *City Manager/Executive Director*

Michael Allen, *Acting Community Development Director*

Steven Dobrenen, *Finance Director*

2015 LONG RANGE PROPERTY MANAGEMENT PLAN

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I. Introduction

The City of Cudahy (the "City") incorporated on November 10, 1960, is 1.23 square miles in size, and has one of the highest population densities of any incorporated city in the United States. The City is located in the southeastern portion of Los Angeles County and is bordered by the City of Bell on the north, the City of Bell Gardens on the east, the City of South Gate on the south and southwest, and City of Huntington Park on the west. As of January 1, 2015, the California Department of Finance (the "DOF") reports the City's population to be 24,270.

Former Redevelopment Agency

The former Redevelopment Agency was organized pursuant to § 33000 *et seq.* of the California Health and Safety Code (the "HSC") on September 25, 1975 with the adoption of Ordinance 208, and changed its name to the Cudahy Community Development Commission (also known as the "CDC" or the "former RDA" or the "Agency") in 1977.

The Redevelopment Plan for the Downtown Project was adopted on July 18, 1977 and amended in 1981, 1992, 1993, and 1994. With the exception of approximately 77 acres formerly in the City of Bell and annexed into the City, the entire City is in the Project Area, consisting of approximately 711 acres.

The Redevelopment Plan is summarized as follows:

Plan Chronology and Time Limits ***City-Wide Redevelopment Project Area***						
Plan Adoption		**Amendment No.**				
		1	**2**	**3**	**4**	**5**
Date of Adoption	Jul 18, 1977	Sep 8, 1981	Dec 14, 1992	Jul 13, 1993	Dec 5, 1994	Jul 19, 2002
Ordnance Number	220	275	465	475	449	580
Acreage		Added acreage	Added acreage	Added acreage	Total acreage: 276.5	Added 435 acres Total acreage: 711.5
Plan expiration date	07/18/2020	09/8/24		07/13/34		07/02/33
Last day to incur new debt	Eliminated	Eliminated		07/13/33		07/2/2022
Last day to repay debt with Tax Increment	07/18/2030	09/8/34		07/13/44		07/02/48
Cumulative Tax Increment Limit	$55 million (with CPI adjustment)	$55 million (with CPI adjustment)		$55 million (with CPI adjustment)		none
Limit on Total Tax Increment Bond Debt	$27 million	$27 million		$27 million		$51 million

Dissolution of Redevelopment Agencies

Trailer bills ABx1 26 and ABx1 27 were signed by the Governor of California on June 28, 2011, making certain changes to the HSC, including adding Part 1.8 (commencing with § 34161) ("Part 1.8") and Part 1.85 (commencing with § 34170) ("Part 1.85") to Division 24 of the HSC. The California Redevelopment Association and League of California Cities filed a lawsuit in the Supreme Court of California (*California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861)) alleging that ABx1 26 and ABx1 27 were unconstitutional. On December 29, 2011, the Supreme Court issued its opinion in the *Matosantos* case largely upholding ABx1 26, invalidating ABx1 27, and holding that ABx1 26 may be severed from ABx1 27 and enforced independently. The Supreme Court generally revised the effective dates and deadlines for performance of obligations under HSC Part 1.85 arising before May 1, 2012 to take effect four months later while leaving the effective dates or deadline for performance of obligations under HSC Part 1.8 unchanged. Consistent with the applicable provisions of the HSC, the City Council elected to serve in the capacity of the Successor Agency to the dissolved Cudahy Community Development Commission of the City of Cudahy, (the "Successor Agency").

Further, on June 27, 2012, the Governor signed budget trailer bill AB 1484 into law, resulting in further procedural and substantive changes to the duties of and procedures to be followed by successor agencies, oversight boards, county auditor-controllers and the California Department of Finance (the "DOF"). This includes, but is not limited to, the manner in which the Successor Agency disposes of real property assets.

Specifically, AB 1484 added HSC § 34191.5 that requires the Successor Agency to prepare a Long Range Property Management Plan (the "LRPMP") as a prerequisite to the disposition of real property assets.

Long-Range Property Management Plan

Per the applicable provisions of the HSC, no later than six (6) months after a successor agency receives its Finding of Completion from the DOF (per HSC § 34179.7), the Successor Agency must submit its LRPMP to the Oversight Board and the DOF for approval. The LRPMP must include an inventory (with specified information) about each property, and address the use or disposition of each property. Permitted uses for the property pursuant to AB 1484 include:

1. Retention of the property for governmental use;
2. Retention of the property for future development;
3. Sale of the property; and
4. Use of the property to fulfill an enforceable obligation.

Upon DOF's approval of the LRPMP, the properties are to be placed in a Community Redevelopment Property Trust Fund administered by the Successor Agency in accordance with the approved LRPMP. If the LRPMP plan calls for use or liquidation (sale to obtain revenues) of a property for a project identified in an approved redevelopment plan, that property is to be transferred to the sponsoring community for that purpose. If the LRPMP calls for the liquidation of the property or use of revenues from the property for purposes other than a project identified in a redevelopment plan or other than to fulfill an enforceable obligation, the proceeds from the sale are to be distributed as property taxes to the taxing entities. A general outline of real property disposition procedure is included as Exhibit "A."

This LRPMP was prepared in compliance with those pertinent sections of the HSC that govern the LRPMP's prerequisites, content, and approval process. For ease of review, the pertinent sections of the HSC are included in Exhibit "B."

The Successor Agency received its Finding of Completion from the DOF on October 18, 2013 (Exhibit "C"). The LRPMP was approved by Resolution of the Successor Agency on November 9, 2015 (Exhibit "D") and by Resolution of the Oversight Board on November 12, 2015 (Exhibit "E").

II. Property Inventory per HSC § 34191.5. (c)(1)

The Successor Agency has control of 25 parcels located within the boundaries of the former RDA's Project Area and are subject to the provision of the former RDA's 1977 City-Wide Project Area and its subsequent five (5) amendments, the former RDA's Five-Year Implementation Plan 2004 – 2009, and the City's Zoning Ordinance, 2010 General Plan and 2013 Housing Element.

The parcels have been divided into six (6) sites as summarized in the table below:

Successor Agency: Cudahy City
County: Los Angeles

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

Principal Property Data							Property Value/Sale Info							Other Property Information									
		HSC § 34191.5 (c)(1)(C)		HSC § 34191.5 (c)(2)			HSC § 34191.5 (c)(1)(A)					SALE OF PROPERTY *(If applicable)*		HSC § 34191.5 (c)(1)(B)	HSC § 34191.5 (c)(1)(C)		HSC § 34191.5 (c)(1)(D)	HSC § 34191.5 (c)(1)(E)		HSC § 34191.5 (c)(1)(F)	HSC § 34191.5 (c)(1)(G)		HSC § 34191.5 (c)(1)(H)
Site No.	Address	APN [1]	Prop Type [2]	Permissible Use	If Sale of Prop...Proceeds to be used for?	Permissible Use Detail	Acquisition Date	Value at Time of Acquisition	Est'd Current Value	Date of Est'd Current Value	Est'd Current Value Basis	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Lot Size (acres)	Current Zoning [3]	Est'd of Current Parcel Value	Annual Estimate Income/Revenue	Contractual use of income / rev?	Historic environmental contamination / reports?	Potential as a TOD?	Advancements of SA objectives?	History of previous development proposals and activity?
1 Elizabeth Street Residential Property	5256 Elizabeth Street	6224-001-014	Other	FD	N/A	See LRPMP Text	April 2011	$792,961	$770,000	Nov 2014	Broker's Opinion	TBD		Alleviate blight	0.94	HDR-G	$770,000	$11,400	N/A	Yes	No	Yes	Yes
	5260 Elizabeth Street	6224-001-015																					
2 Atlantic Avenue / Santa Ana Street Commercial Property	4734 Santa Ana Street	6224-018-008	Commercial Buildings / Vacant Land / Other	FD	N/A	See LRPMP Text	Oct 2009	$2,850,875	$1,975,000	Oct & Nov 2014	Broker's Opinion	TBD		Alleviate blight	1.02	CC HDR-G	$1,975,000	$30,000	N/A	Yes	No	Yes	No
	8110 South Atlantic Avenue	6224-018-071					Feb 2008																
	8100 South Atlantic Avenue	6224-018-068					July 2006																
	Santa Ana Street	6224-018-070																					
	4720 Santa Ana Street	6224-018-069																					
3 Santa Ana Street Residential Property	4610 Santa Ana Street	6224-019-014	Vacant Land	FD	N/A	See LRPMP Text	April 2011	$1,044,679	$1,200,000	Oct 2014	Broker's Opinion	TBD		Alleviate blight	1.35	CC	$1,200,000	None	N/A	Yes	No	Yes	Yes

[1] See Exhibit "F" for Assessor Parcel Maps
[2] Real Property in Fee, unless otherwise noted
[3] See Exhibit "G" for zoning map
EOs – Enforceable Obligations
FD – Future Development
CC – Community Commercial
HDR-G – High Density Residential – Garden Overlay
N/A – Not Applicable
TBD – To Be Determined
TEs – Taxing Entities

Principal Property Data							Property Value/Sale Info							Other Property Information									
		HSC § 34191.5 (c)(1)(C)		HSC § 34191.5 (c)(2)			HSC § 34191.5 (c)(1)(A)					SALE OF PROPERTY *(If applicable)*		HSC § 34191.5 (c)(1)(B)	HSC § 34191.5 (c)(1)(C)		HSC § 34191.5 (c)(1)(D)	HSC § 34191.5 (c)(1)(E)		HSC § 34191.5 (c)(1)(F)	HSC § 34191.5 (c)(1)(G)		HSC § 34191.5 (c)(1)H)
Site No.	Address	APN [1]	Prop Type [2]	Permissible Use	If Sale of Prop…Proceeds to be used for?	Permissible Use Detail	Acquisition Date	Value at Time of Acquisition	Est'd Current Value	Date of Est'd Current Value	Est'd Current Value Basis	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Lot Size (acres)	Current Zoning [3]	Est'd of Current Parcel Value	Annual Estimate Income/Revenue	Contractual use of income / rev?	Historic environmental contamination / reports?	Potential as a TOD?	Advancements of SA objectives?	History of previous development proposals and activity?
4 Atlantic Avenue / Cecilia Street Commercial Property	8135 South Atlantic Avenue	6224-022-001	Commercial Buildings / Other	FD	N/A	See LRPMP Text	April 2011	$3,315,954	$2,560,000	Oct 2014	Broker's Opinion	TBD		Alleviate blight	2.47	CC	$2,560,000	$42,000	N/A	Yes	No	Yes	Yes
	4629 Cecilia Street	6224-022-004																					
	8201 South Atlantic Avenue	6224-022-002																					
	8221 South Atlantic Avenue	6224-022-012																					
	4633 Cecilia Street	6224-022-003																					
5 Atlantic Avenue / Patata Street Commercial Property	4819 Patata Street	6224-034-014	Commercial Building / Vacant Land	FD	N/A	See LRPMP Text	April 2011	$2,904,717	$1,960,000	Oct 2014	Broker's Opinion	TBD		Alleviate blight	2.1	CC	$1,960,000	None	N/A	Yes	No	Yes	Yes
	8420 South Atlantic Avenue	6224-034-032																					
		6224-034-040																					
	Patata Street	6224-034-041																					
6 Atlantic Avenue / Clara Street Commercial Property	4613 Clara Street	6226-022-002	Commercial Buildings / Vacant Land / Other	FD	N/A	See LRPMP Text	April 2011	$6,608,296	$5,710,000	Nov 2014	Broker's Opinion	TBD		Alleviate blight	1.66	CC	$5,710,000	$128,000	No	Yes	No	Yes	Yes
	7660 South Atlantic Avenue	6226-022-008																					
	7630 South Atlantic Avenue	6226-022-019																					
		6226-022-020																					
	7638 South Atlantic Avenue	6226-022-023					Nov 2009																
	7644 South Atlantic Avenue	6226-022-022																					
	No address	6226-022-021																					
		6226-022-024																					

[1] See Exhibit "F" for Assessor Parcel Maps
[2] Real Property in Fee, unless otherwise noted
[3] See Exhibit "G" for zoning map
EOs – Enforceable Obligations
FD – Future Development
CC – Community Commercial
HDR-G – High Density Residential – Garden Overlay
N/A – Not Applicable
TBD – To Be Determined
TEs – Taxing Entities

III. Property to be Transferred for Future Development

Site No. 1

(Site No. #7 on City's website @ http://www.cityofcudahy.com/economic-development.html)

Elizabeth Street Residential Property

APN:	*6224-001-014*
Address:	*5256 Elizabeth Street*
APN:	*6224-001-015*
Address:	*5260 Elizabeth Street*

A. ***Permissible Use (HSC § 34191.5 (c)(2)):***

Site No. 1 is the Elizabeth Street Residential Property and is proposed to be transferred to the City of Cudahy for future development pursuant to HSC § 34191.5 (c)(2).

B. ***Acquisition of Property (HSC § 34191.5 (c)(1)(A) and 34191.5 (c)(1)(B)):***

The Elizabeth Street Residential Property was acquired in accordance with the April 1, 2011, Project Funding Agreement between the Cudahy Community Development Commission (the "CDC") and the Cudahy Economic Development Corporation (the "CEDC") and the April 1, 2011, Reimbursement and Project Implementation Agreement between the City of Cudahy and the CEDC. The Elizabeth Street Residential Property was acquired with tax-exempt bond proceeds and has a total book value of $792,961. The Property was acquired in order to meet the revitalization goals of the City and the former RDA to alleviate the existence and spread of physical and economic blight by assembling land and preparing property for future development.

Pursuant to the April 15, 2014, Asset Transfer Review ("ATR") prepared by the California State Controller's Office ("SCO"), on February 3, 2015, the Successor Agency approved an Asset Transfer Agreement with the CEDC. The purpose of the Asset Transfer Agreement, is to enable

the Successor Agency to comply with the SCO's order included within the ATR by recovering the redevelopment assets previously transferred to the CEDC ("Recovery Assets"). In addition, on March 12, 2015, the Oversight Board to the Successor Agency to the Former Cudahy Community Development Commission/Redevelopment Agency ("Oversight Board") approved its Resolution No. OB15-07, which approved the Asset Transfer Agreement. On October 19, 2015 a quitclaim deed was recorded with the office of the County of Los Angeles Registrar-Recorder/County Clerk transferring the affected real property to the Successor Agency, thereby effectuating the transfer of the Recovery Assets.

The estimated current value (the "ECV") of the Elizabeth Street Residential Property is approximately $770,000.

C. ***Site Information (HSC § 34191.5 (c)(1)(C)):***

The Elizabeth Street Residential Property consists of two (2) parcels that total approximately 0.94 acres (APNs: 6224-001-014 and -015), is located at 5256 and 5260 Elizabeth Street, and is in close proximity to the Park Avenue elementary School. The following table describes the improvements located on the Elizabeth Street Residential Property.

Elizabeth Street Residential Property				
APN	**Address**	**Type of Structure**	**Year Constructed**	**Square Footage**
6224-001-014	5256 Elizabeth Street	SFR	1959	1,122
6224-001-015	5260 Elizabeth Street	SFR	1959	936

The Property is zoned High Density Residential Garden Overlay (HDR-G) in the City's Zoning Ordinance, 2010 General Plan, and 2013 Housing Element. The HDR-G designation permits land uses for one-family dwelling units, multiple dwelling units, churches, and private schools. The higher densities are intended to encourage the recycling of existing developments, as well as to encourage developers to construct more creative housing.

D. ***Estimated Current Value (HSC § 34191.5 (c)(1)(D)):***

In November 2014, the ECV for the Elizabeth Street Residential Property was determined by a Broker's Opinion of Value prepared by John Olivas, ACORE Realty, Inc. Mr. Olivas concluded that the ECV of the Elizabeth Street Residential Property is approximately $770,000.

Local and environmental factors were not taken into consideration in determining the ECV of the Elizabeth Street Residential Property. Therefore, the actual value of the property may vary significantly from the ECV. The ECV is only a planning number and should not be relied upon as a basis for actual value. It was not possible to include environmental issues or any other special or unique factors into the ECV calculations, as such data was not readily available to Mr. Olivas. As noted in the LRPMP, the real value of the property cannot be determined without an appraisal.

The Successor Agency notes that in the environment of AB 1484, it may not be possible to achieve appraised values. The City will ultimately be responsible for seeking to achieve successful marketing of properties, and will act with reasonable diligence. However, the constraints and environment of AB 1484 militate against maximizing prices. The actual sales prices to be realized will be a function of what a willing buyer is willing to pay under circumstances where there will be no seller financing. Therefore, there is no reason to think that book values will be realized.

E. Site Revenues (HSC § 34191.5 (c)(1)(E)):

Annual revenue received is $11,400 on a month-to-month basis from 5256 Elizabeth Street (APN 6224-001-014). There are no contractual obligations for the use of the collected revenues. Site revenues are used for property maintenance.

F. History of Environmental Contamination (HSC § 34191.5 (c)(1)(F)):

- ***2003 California Department of Toxic Substance Control Report***

The Elizabeth Street Residential Property's history shows that a portion of the backyard of the property may have been used for landfill operations during the 1930's to 1960's. In 2003, the California Department of Toxic Substance Control (the "DTSC") conducted soil sampling to determine if the property was impacted by hazardous substances released from past landfill operation. Results of DTSC's sampling showed that soil was contaminated with metals and semi-volatile hydrocarbon compounds. Lead was detected ranging from 26 to 8,500 mg/kg. Most of the contamination was determined to be located in the backyard area of the property. Removal action was implemented in 2005, and on April 27, 2007, the DTSC recorded land use covenants on the property in Los Angeles County.[1, 2]

On July 30, 2007, the DTSC executed a Removal Action Certification Form certifying that "the Department has determined that all appropriate removal/remedial actions have been completed and that all acceptable engineering practices were implemented; however, the site requires ongoing operation and maintenance (O&M) and monitoring efforts. The site will be deleted from the 'active' site list following (1) a trial operation and maintenance period and (2) execution of a formal written settlement between the Department and the responsible parties, if appropriate. However, the site will be placed on the Department's list of sites undergoing O&M to ensure proper monitoring of long-term cleanup efforts."[3]

Contaminants in inaccessible areas, such as underneath the buildings and fence lines, driveway, and sidewalk were not remediated. While these areas are capped to preclude exposure risk, development of the Elizabeth Street Residential Property will require adherence to the April 2007 recorded land use covenants:

"(a) No activities (e.g., planting, utility line installation, excavation, grading removal, trenching and filling) that disturb soil shall be allowed below a depth of 18 inches below ground surface in the exposed lawn or soil areas in front or along the sides of the two structures without the prior written approval of a soil management plan by the Department.

(b) No activities (e.g., planting, utility line installation, excavation, grading removal, trenching and filling) that could disturb soils under improvements on the property serving as cover material shall be allowed without the prior written approval of a soil management plan by the Department. Improvements serving as cover material include the structures (including open

[1] http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=19000019, accessed October 2014
[2] http://www.envirostor.dtsc.ca.gov/regulators/deliverable_documents/6637013077/Recorded%20LUC%205-15-07.pdf, accessed October 2014
[3] http://www.envirostor.dtsc.ca.gov/regulators/deliverable_documents/9468366861/Certification.pdf, accessed October 2014

areas under structures), driveways, fences, and other areas covered by either asphalt or concrete.

(c) Owner shall maintain the cover material identified in subsection (b) above as necessary to ensure that no deterioration occurs that could create an exposure pathway to the contaminants that may exist beneath the cover material.

(d) The Owner shall provide the Department written notice at least fourteen (14) days prior to any activity prohibited by this Covenant being conducted on the Property."[4]

- ***2015 Phase-I Report -*** Andersen Environmental, an EFI Global Company

In August 2015, Andersen Environmental, an EFI Global Company, conducted a Phase I Environmental Site Assessment Report (the "Phase-I Report"). The Phase-I Report concluded and recommended that:

CONCLUSIONS:

"Controlled Recognized Environmental Condition (CREC)
Based on the enforcement of a covenant to restrict use of the subject property, the residual soil contamination (lead, arsenic, and zinc) impacting the eastern, western, and southern property lines and northern sidewall of residences from former landfill operations is considered a CREC."

RECOMMENDATIONS:

"Adherence to DTSC directives as stated in the land use covenant is recommended. This includes notifying and obtaining approval from the DTSC prior to implementing any activities which may include disturbing soil below a depth of 18 inches below ground surface in the exposed lawn or soil areas in front of or along the sides of the two structures or disturbing soils under improvements on the property serving as cover materials (i.e. the structures, open areas under structures, driveways, fences, other areas covered with asphalt or concrete). In addition, the property owner shall maintain the cover material so no deterioration occurs, shall provide 14 day notice to the DTSC prior to conducting the aforementioned activities, and shall notify the DTSC after change of property owner and prior to subsurface work."

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC § 34191.5 (c)(1)(G)):
There is no potential for a TOD in conjunction with The Elizabeth Street Residential Property.

[4] http://www.envirostor.dtsc.ca.gov/regulators/deliverable_documents/6637013077/Recorded%20LUC%205-15-07.pdf, accessed October 2014

The transfer of the Elizabeth Street Residential Property for future development advances the planning objectives of the City and the Successor Agency in accordance with the Five-Year implementation Plan 2004-2009 (the "Plan") goals to actively address the elimination of economic/physical blight as it pertains to property that (i) exhibits continued hazardous substances (i.e., contaminants in inaccessible areas, such as underneath the buildings and fence lines, driveway, and sidewalk that were not remediated); (ii) requires continued O&M to monitor the presence of hazardous substances; (iii) requires adherence to recorded land use covenants that address the presence of hazardous substances. In addition, the transfer of the Property for future development will maximize development opportunities to (i) reduce blight through new construction and improved infrastructure; (ii) capture appropriate commercial, industrial, and/or housing demand; (iii) compliment other land uses; (iv) assure high aesthetic and environmental quality and compatibility of development; (v) stimulate the economy through job creation and an increase in the City's tax base; and (vi) encourage private investment in the City.

H. History of Previous Development Proposals and Activity (HSC § 34191.5 (c)(1)(H)):

The Property's history shows that a portion of the backyard of the property may have been used for landfill operations during the 1930's to 1960's. Google Earth® indicates that the Property has contained two single family residences since at least 1994.

I. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. For property to be transferred to the City of Cudahy for future development, implementation will include securing an HSC § 34180 (f)(1) compensation agreement (the "Compensation Agreement") with the affected taxing entities prior to the transfer of the property to the City. The City will seek a Compensation Agreement with the affected taxing entities after the LRPMP is approved by DOF. The compensation due the affected taxing entities shall be governed by the Compensation Agreement and where applicable take into consideration the other funding source restrictions noted below.

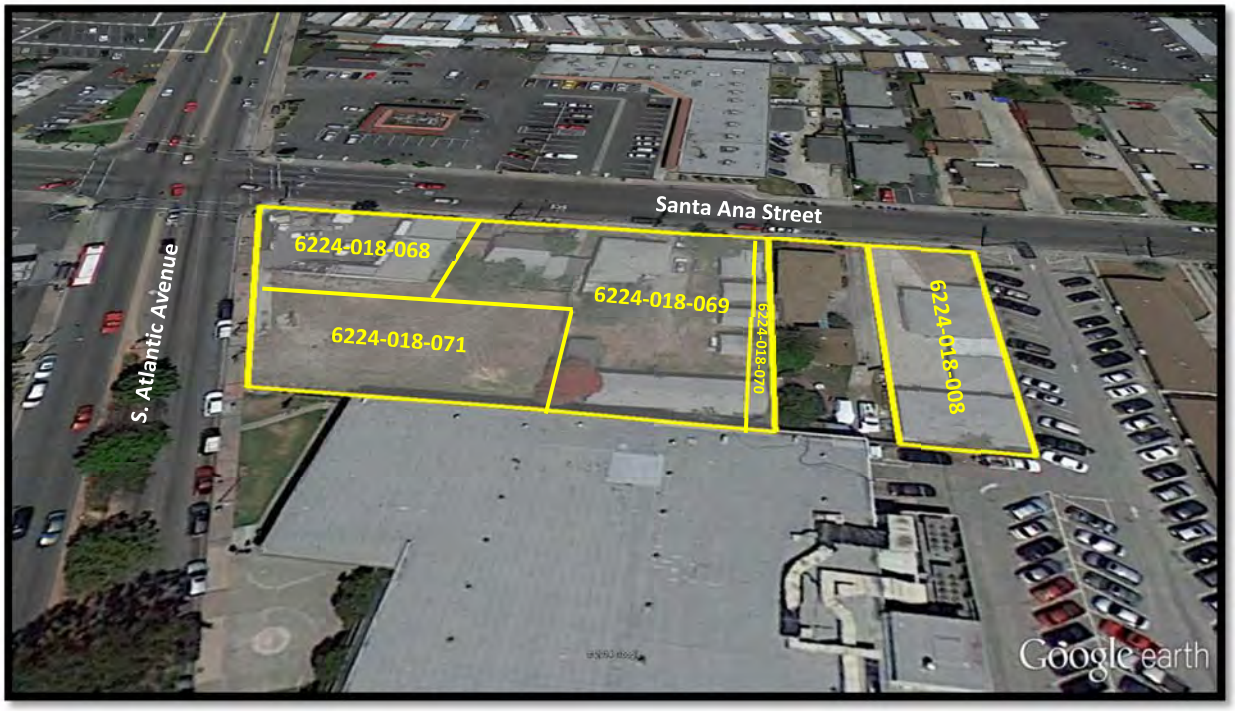
For properties that are to be held for future development that are an asset of a tax-exempt bond issue and/or LMIHF, the Compensation Agreement with the taxing entities will include provisions for the re-use of land sale proceeds that are attributable to a tax-exempt bond issue and/or LMIHF consistent with the restrictions, conditions and covenants related thereto. In addition, the use/distribution of any residual land sales proceeds will be governed by the provisions therefor within the Compensation Agreement.

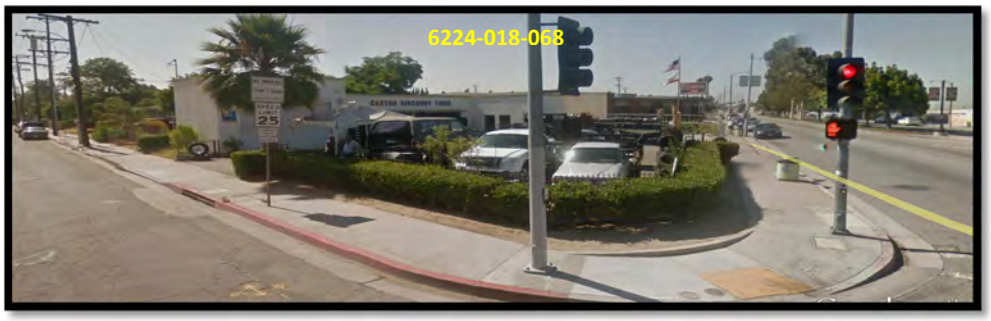
Site No. 2

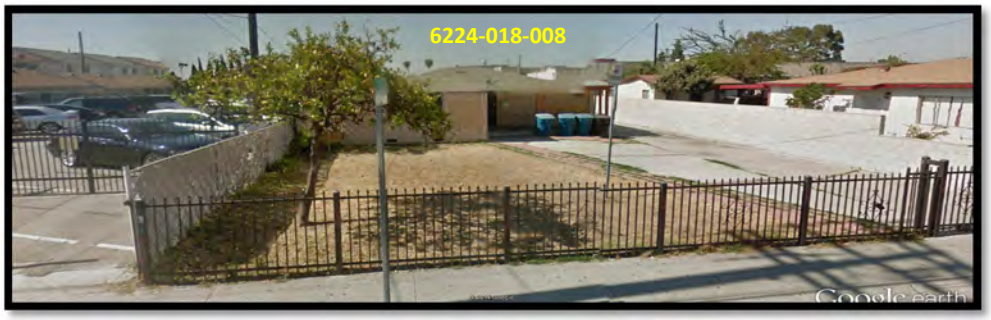
(Site No. #4 on City's website @ http://www.cityofcudahy.com/economic-development.html)

Atlantic Avenue / Santa Ana Street Commercial Property

APN:	*6224-018-008*	*APN:*	*6224-018-070*
Address:	*4734 Santa Ana Street*	*Address:*	*Santa Ana Street*
APN:	*6224-018-068*	*APN:*	*6224-018-071*
Address:	*8100 South Atlantic Avenue*	*Address:*	*8110 South Atlantic Avenue*
APNs:	*6224-018-069*		
Address:	*4720 Santa Ana Street*		







A. ***Permissible Use (HSC § 34191.5 (c)(2))*:**

Site No. 2 is the Atlantic Avenue / Santa Ana Street Commercial Property (the "Commercial Property") and is proposed to be transferred to the City of Cudahy for future development pursuant to HSC § 34191.5 (c)(2).

B. ***Acquisition of Property (HSC § 34191.5 (c)(1)(A) and 34191.5 (c)(1)(B))*:**

The Commercial Property was acquired by the CDC in several transactions using two (2) different restricted funding sources as indicated in the table below:

Commercial Property Acquisition Details			
APN	**Acquisition Date**	**Book Value**	**Acquisition Funding Source %**
6224-018-008	October 6, 2009	$2,850,875	75.4% bond proceeds
6224-018-068	July 19, 2006		
6224-018-069			
6224-018-070			
6224-018-071	February 8, 2008		24.6% LMIHF

Once the Commercial Property is sold, the proceeds will be returned to the appropriate funding source using the same percentages as received from that funding source for acquisition.

The Commercial Property was transferred to the Cudahy Economic Development Corporation in accordance with the April 1, 2011, Project Funding Agreement between the Cudahy Community Development Commission (the "CDC") and the Cudahy Economic Development Corporation (the "CEDC") and the April 1, 2011, Reimbursement and Project Implementation Agreement between the City of Cudahy and the CEDC. The Property was acquired in order to meet the revitalization goals of the City and the former RDA to alleviate the existence and spread of physical and economic blight by assembling land and preparing property for future development. As noted above, the Commercial Property was acquired, in part, with tax-exempt bond proceeds and LMIHF and has a total book of $2,850,212.

Pursuant to the April 15, 2014, Asset Transfer Review ("ATR") prepared by the California State Controller's Office ("SCO"), on February 3, 2015, the Successor Agency approved an Asset Transfer Agreement with the CEDC. The purpose of the Asset Transfer Agreement, is to enable the Successor Agency to comply with the SCO's order included within the ATR by recovering the redevelopment assets previously transferred to the CEDC ("Recovery Assets"). On October 19, 2015 a quitclaim deed was recorded with the office of the County of Los Angeles Registrar-Recorder/County Clerk transferring the affected real property to the Successor Agency, will be recorded thereby effectuating the transfer of the Recovery Assets.

The estimated current value (the "ECV") of the Commercial Property is approximately $1,975,000.

C. ***Site Information (HSC § 34191.5 (c)(1)(C)):***

The Commercial Property consists of five (5) parcels that total approximately 1.02 acres (APNs: 6224-018-008, -068, -069, -070, -071) located at 4720 and 4734 Santa Ana Street and 8100 and 8100 South Atlantic Avenue. The following table describes the improvements located on the Commercial Property:

Atlantic/Santa Ana Commercial Property				
APN	**Address**	**Type of Structure**	**Year Constructed**	**Square Footage**
6224-018-008	4734 Santa Ana Street	Duplex	1954	2,344
6224-008-068	8100 South Atlantic Avenue	Tire Shop	1947	1,772
6224-008-069	4720 Santa Ana Street	9 Residential Units	1933	3,236
6224-008-070				
6224-008-071	8110 South Atlantic Avenue	Vacant	-	-

The Commercial Property is zoned Community Commercial and High Density Residential Garden Overlay (CC and HDR-G) in the City's Zoning Ordinance and 2010 General Plan. The CC designation permits land uses for retail stores, offices, trailer parks, churches, schools, auto sales, banks, markets, restaurants and similar uses. Mixed use development is also permitted within this land use designation at densities of 35 units per acre.

D. ***Estimated Current Value (HSC § 34191.5 (c)(1)(D)):***

In October 2014, and November 2014, the ECV for the Commercial Property was determined by a Broker's Opinion of Value (the "BOV") prepared by Douglas E. Wells, Penta Pacific Properties

and by John Olivas, ACORE Realty, Inc., respectively. Mr. Wells concluded the ECV for APNs 6224-018-068 and -071 is approximately $585,000 and Mr. Olivas concluded ECV for APNs 6224-018-008, -069, and -070 is approximately $1,390,000. Therefore the total ECV of the Commercial Property is equal to the sum of the BOV, which is approximately $1,975,000.

Local and environmental factors were not taken into consideration in determining the ECV of the Commercial Property. Therefore, the actual value of the property may vary significantly from the ECV. The ECV is only a planning number and should not be relied upon as a basis for actual value. It was not possible to include environmental issues or any other special or unique factors into the ECV calculations, as such data was not readily available to Mr. Wells and Mr. Olivas. As noted in the LRPMP, the real value of the property cannot be determined without an appraisal.

The Successor Agency notes that in the environment of AB 1484, it may not be possible to achieve appraised values. The City will ultimately be responsible for seeking to achieve successful marketing of properties, and will act with reasonable diligence. However, the constraints and environment of AB 1484 militate against maximizing prices. The actual sales prices to be realized will be a function of what a willing buyer is willing to pay under circumstances where there will be no seller financing. Therefore, there is no reason to think that book values will be realized.

E. ***Site Revenues (HSC § 34191.5 (c)(1)(E)):***

8100 S. Atlantic Avenue (APN 6224-018-068)

Annual revenue received is $30,000 on a month-to-month basis. There are no contractual obligations for the use of the collected revenues. Site revenues are used for property maintenance.

F. ***History of Environmental Contamination (HSC § 34191.5 (c)(1)(F)):***

2015 Phase-I Report - Andersen Environmental, an EFI Global Company

In August 2015, Andersen Environmental, an EFI Global Company, conducted a Phase I Environmental Site Assessment Report (the "Phase-I Report"). The Phase-I Report concluded and recommended that:

CONCLUSIONS:

"Recognized Environmental Conditions (REC)

- The open LUST case associated with the former gas station on-site is considered a recognized environmental condition for the subject property.
- The residual petroleum hydrocarbon contamination impacting soil vapor on-site associated with the former gas station, which was documented in the 2006 soil vapor sampling event, represents a potential Vapor Intrusion Condition (pVIC) and recognized environmental condition for the subject property.
- The former auto repair operations on-site for approximately 58 years (1947 to 2005) is considered a recognized environmental condition for the subject property."

RECOMMENDATIONS:

"Based on the foregoing, a Phase II Environmental Site Assessment is recommended to assess the pVIC associated with the former gas station, as well as the areas of concern associated with former auto repair operations. Adherence to LARWQCB requirements is also recommended in order to achieve closure for the open LUST case."

G. ***Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC § 34191.5 (c)(1)(G)):***
There is no potential for a TOD in conjunction with Commercial Property.

The transfer of the Commercial Property for future development advances the planning objectives of the City and the Successor Agency in accordance with the Five-Year implementation Plan 2004-2009 (the "Plan") goals to (i) provide a sufficient number of affordable housing units to meet the needs of the City's residents; (ii) support adequate residential development sites at appropriate densities; (iii) provide a selection of housing type, tenure, and price; and (iv) encourage residential uses in commercial areas. In addition, the transfer of the Property for future development will maximize development opportunities to (i) reduce blight through new construction and improved infrastructure; (ii) capture appropriate commercial, industrial, and/or housing demand; (iii) compliment other land uses; (iv) assure high aesthetic and environmental quality and compatibility of development; (v) stimulate the economy through job creation and an increase in the City's tax base; and (vi) encourage private investment in the City.

H. ***History of Previous Development Proposals and Activity (HSC § 34191.5 (c)(1)(H)):***
Google Earth® indicates that the Commercial Property has remained substantially unchanged from its present condition since 1994.

I. ***Implementation of the Long-Range Property Management Plan:***
Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. For property to be transferred to the City of Cudahy for future development, implementation will include securing an HSC § 34180 (f)(1) compensation agreement (the "Compensation Agreement") with the affected taxing entities prior to the transfer of the property to the City. The City will seek a Compensation Agreement with the affected taxing entities after the LRPMP is approved by DOF. The compensation due the affected taxing entities shall be governed by the Compensation Agreement and where applicable take into consideration the other funding source restrictions noted below.

For properties that are to be held for future development that are an asset of a tax-exempt bond issue and/or LMIHF, the Compensation Agreement with the taxing entities will include provisions for the re-use of land sale proceeds that are attributable to a tax-exempt bond issue and/or LMIHF consistent with the restrictions, conditions and covenants related thereto. In addition, the use/distribution of any residual land sales proceeds will be governed by the provisions therefor within the Compensation Agreement.

Site No. 3

(Site No. #3 on City's website @ http://www.cityofcudahy.com/economic-development.html)

Santa Ana Street Residential Property

APN:	*6224-019-014*
Address:	*4610 Santa Ana Street*

A. Permissible Use (HSC § 34191.5 (c)(2)):

Site No. 3 is the Santa Ana Street Residential Property and is proposed to be transferred to the City of Cudahy for future development pursuant to HSC § 34191.5 (c)(2).

B. Acquisition of Property (HSC § 34191.5 (c)(1)(A) and 34191.5 (c)(1)(B)):

The Santa Ana Street Residential Property was acquired in accordance with the April 1, 2011, Project Funding Agreement between the Cudahy Community Development Commission (the "CDC") and the Cudahy Economic Development Corporation (the "CEDC") and the April 1, 2011,

Reimbursement and Project Implementation Agreement between the City of Cudahy and the CEDC. The Santa Ana Street Residential Property was acquired with tax-exempt bond proceeds and has a book value of $1,044,679. The Property was acquired in order to meet the revitalization goals of the City and the former RDA to alleviate the existence and spread of physical and economic blight by assembling land and preparing property for future development.

Pursuant to the April 15, 2014, Asset Transfer Review ("ATR") prepared by the California State Controller's Office ("SCO"), on February 3, 2015, the Successor Agency approved an Asset Transfer Agreement with the CEDC. The purpose of the Asset Transfer Agreement, is to enable the Successor Agency to comply with the SCO's order included within the ATR by recovering the redevelopment assets previously transferred to the CEDC ("Recovery Assets"). In addition, on March 12, 2015, the Oversight Board to the Successor Agency to the Former Cudahy Community Development Commission/Redevelopment Agency ("Oversight Board") approved its Resolution No. OB15-07, which approved the Asset Transfer Agreement. On or before December 31, 2015, quitclaim deeds transferring the affected real property will be recorded with the office of the County of Los Angeles Registrar-Recorder/County Clerk thereby consummating the transfer of the Recovery Assets.

Santa Ana Street Residential Property was previously sold to CUDAHY SA 2012, LLC by the CEDC. The Successor Agency, pursuant to the SCO ATR, is in the process of recovering the Property. CUDAHY SA 2012, LLC has agreed to transfer to Santa Ana Street Residential Property to the Successor Agency pursuant an appropriate agreement.

The estimated current value (the "ECV") of the Santa Ana Street Residential Property is approximately $1,200,000.

C. Site Information (HSC § 34191.5 (c)(1)(C)):

The Santa Ana Street Residential Property consists of one (1) vacant 1.35-acre parcel (APN 6224-019-014) located at 4610 Santa Ana Street.

Santa Ana Street Residential Property is zoned Community Commercial and High Density Residential Garden Overlay (CC and HDR-G) in the City's Zoning Ordinance and 2010 General Plan. The CC designation permits land uses for retail stores, offices, trailer parks, churches, schools, auto sales, banks, markets, restaurants and similar uses. Mixed use development is also permitted within this land use designation at densities of 35 units per acre.

D. Estimated Current Value (HSC § 34191.5 (c)(1)(D)):

In October 2014, the ECV for the Santa Ana Street Residential Property was determined by a Broker's Opinion of Value prepared by Douglas E. Wells, Penta Pacific Properties. Mr. Wells concluded the ECV of the Santa Ana Street Residential Property is approximately $1,200,000.

Local and environmental factors were not taken into consideration in determining the ECV of the Santa Ana Street Residential Property. Therefore, the actual value of the property may vary significantly from the ECV. The ECV is only a planning number and should not be relied upon as a basis for actual value. It was not possible to include environmental issues or any other special or unique factors into the ECV calculations, as such data was not readily available to Mr. Wells. As noted in the LRPMP, the real value of the property cannot be determined without an appraisal.

The Successor Agency notes that in the environment of AB 1484, it may not be possible to achieve appraised values. The City will ultimately be responsible for seeking to achieve successful marketing of properties, and will act with reasonable diligence. However, the constraints and environment of AB 1484 militate against maximizing prices. The actual sales prices to be realized will be a function of what a willing buyer is willing to pay under circumstances where there will be no seller financing. Therefore, there is no reason to think that book values will be realized.

E. Site Revenues (HSC § 34191.5 (c)(1)(E)):

There are no site revenues generated from the Santa Ana Street Residential Property.

F. History of Environmental Contamination (HSC § 34191.5 (c)(1)(F)):

2012 Closure Report – Underground Storage Tank Removal APN 6224-019-014, December 2012 - California Environmental Geologists & Engineers, Inc.

A 1966 Sanborn Map indicated the presence of an underground tank on the west side of the property, approximately 140 feet south of the north property line. City building permits indicated that one 2,000-gallon gasoline underground storage tank ("UST") was installed on the west property line around 1965 and two additional gasoline USTs beneath the northeast corner of the property (5,000 and 7,500 gallon capacity) were installed in 1970. County of Los Angeles Department of Public Works files contained a 1987 tank closure report issued on July 20, 1987 for the two larger USTs indicating that no fuel impacts were found in soil associated with those tanks. Tank abandonment records were not located for the 2,000-gallon UST.

On April 23, 2012, California Environmental Geologists & Engineers, Inc. ("CE") evaluated the property for buried tanks. Approximately 4 feet below ground surface, the 2,000-gallon UST was located. Soil gas sampling was conducted in the area of the discovered tank and fuel hydrocarbon related VOCs were not detected in soil gas. On November 14, 2012, the 2,000-gallon UST was removed from the property. In December 2012, a closure report was submitted to the County of Los Angeles – Public Works Environmental Program Division (LACDPW File No. 13178-S 7418).

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC § 34191.5 (c)(1)(G)):

There is no potential for a TOD in conjunction with Santa Ana Street Residential Property.

The transfer of the Santa Ana Street Residential Property for future development advances the planning objectives of the City and the Successor Agency in accordance with the Five-Year implementation Plan 2004-2009 (the "Plan") goals to (i) provide a sufficient number of affordable housing units to meet the needs of the City's residents; (ii) support adequate residential development sites at appropriate densities; (iii) provide a selection of housing type, tenure, and price; and (iv) encourage residential uses in commercial areas. In addition, the transfer of the Property for future development will maximize development opportunities to (i) reduce blight through new construction and improved infrastructure; (ii) capture appropriate commercial, industrial, and/or housing demand; (iii) compliment other land uses; (iv) assure high aesthetic and environmental quality and compatibility of development; (v) stimulate the economy through job creation and an increase in the City's tax base; and (vi) encourage private investment in the City.

H. History of Previous Development Proposals and Activity (HSC § 34191.5 (c)(1)(H)):

In the 1960's a building(s) was located on the northwest portion of the property. The property was cleared of all structures sometime between the 1970's and the 1990's. Google Earth® indicates that between 1994 and 2007 the Property was used as truck and vehicular storage/parking. Between 2007 and 2009, the Property was used as a contractor's equipment/materials storage yard. In 2009, the Property was cleared of all storage activity and has since remained vacant.

I. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. For property to be transferred to the City of Cudahy for future development, implementation will include securing an HSC § 34180 (f)(1) compensation agreement (the "Compensation Agreement") with the affected taxing entities prior to the transfer of the property to the City. The City will seek a Compensation Agreement with the affected taxing entities after the LRPMP is approved by DOF. The compensation due the affected taxing entities shall be governed by the Compensation Agreement and where applicable take into consideration the other funding source restrictions noted below.

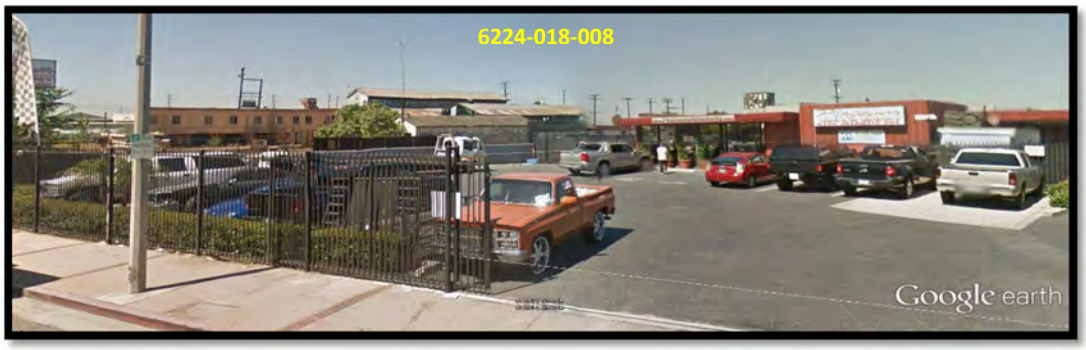
For properties that are to be held for future development that are an asset of a tax-exempt bond issue and/or LMIHF, the Compensation Agreement with the taxing entities will include provisions for the re-use of land sale proceeds that are attributable to a tax-exempt bond issue and/or LMIHF consistent with the restrictions, conditions and covenants related thereto. In addition, the use/distribution of any residual land sales proceeds will be governed by the provisions therefor within the Compensation Agreement.

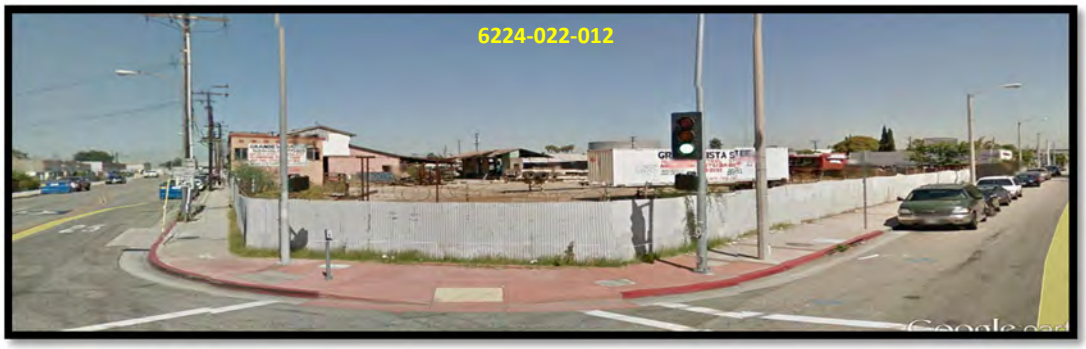
Site No. 4

(Site No. #2 on City's website @ http://www.cityofcudahy.com/economic-development.html)

Atlantic Avenue / Cecilia Street Commercial Property

APN:	*6224-022-001*	*APN:*	*6224-022-004*
Address:	*8135 South Atlantic Avenue*	*Address:*	*4629 Cecilia Street*
APN:	*6224-022-002*	*APN:*	*6224-022-012*
Address:	*8201 South Atlantic Avenue*	*Address:*	*8221 South Atlantic Avenue*
APN:	*6224-022-003*		
Address:	*4633 Cecilia Street*		





A. ***Permissible Use (HSC § 34191.5 (c)(2)):***

Site No. 4 is the Atlantic Avenue / Cecilia Street Commercial Property (the "Commercial Property") and is proposed to be transferred to the City of Cudahy for future development pursuant to HSC § 34191.5 (c)(2).

B. ***Acquisition of Property (HSC § 34191.5 (c)(1)(A) and 34191.5 (c)(1)(B)):***

The Atlantic Avenue / Cecilia Street Commercial Property was acquired in accordance with the April 1, 2011, Project Funding Agreement between the Cudahy Community Development Commission (the "CDC") and the Cudahy Economic Development Corporation (the "CEDC") and the April 1, 2011, Reimbursement and Project Implementation Agreement between the City of Cudahy and the CEDC. The Commercial Property was acquired with tax-exempt bond proceeds and has a total book value of $3,315,954. The Property was acquired in order to meet the

revitalization goals of the City and the former RDA to alleviate the existence and spread of physical and economic blight by assembling land and preparing property for future development.

Pursuant to the April 15, 2014, Asset Transfer Review ("ATR") prepared by the California State Controller's Office ("SCO"), on February 3, 2015, the Successor Agency approved an Asset Transfer Agreement with the CEDC. The purpose of the Asset Transfer Agreement, is to enable the Successor Agency to comply with the SCO's order included within the ATR by recovering the redevelopment assets previously transferred to the CEDC ("Recovery Assets"). In addition, on March 12, 2015, the Oversight Board to the Successor Agency to the Former Cudahy Community Development Commission/Redevelopment Agency ("Oversight Board") approved its Resolution No. OB15-07, which approved the Asset Transfer Agreement. On October 19, 2015 a quitclaim deed was recorded with the office of the County of Los Angeles Registrar-Recorder/County Clerk transferring the affected real property to the Successor Agency, thereby effectuating the transfer of the Recovery Assets.

The estimated current value (the "ECV") of the Commercial Property is approximately $2,560,000.

C. ***Site Information (HSC § 34191.5 (c)(1)(C)):***

The Commercial Property consists of five (5) parcels that total approximately 2.47 acres (APNs: 6224-022-001, -002, -003, -004, -012) located at 8135, 8201, and 8221 South Atlantic Avenue and 4629 and 4633 Cecilia Street. The following table describes the improvements located on the Commercial Property:

Atlantic/Cecilia Commercial Property				
APN	**Address**	**Type of Structure**	**Year Constructed**	**Square Footage**
6224-022-001	8135 South Atlantic Avenue	Commercial building	1956	8,800
6224-022-002	8201 South Atlantic Avenue	House w/detached garage	1939	476
6224-022-003	4633 Cecilia Street	Trailers	-	-
6224-022-004	4629 Cecilia Street	Trailers	-	-
6224-022-012	8221 South Atlantic Avenue	2-story stucco office building and a metal building	1945	8,140

The Commercial Property is zoned Community Commercial (CC) in the City's Zoning Ordinance and 2010 General Plan. The CC designation permits land uses for retail stores, offices, trailer parks, churches, schools, auto sales, banks, markets, restaurants and similar uses. Mixed use development is also permitted within this land use designation at densities of 35 units per acre.

D. ***Estimated Current Value (HSC § 34191.5 (c)(1)(D)):***

In October 2014, the ECV for the Commercial Property was determined by a Broker's Opinion of Value prepared by Douglas E. Wells, Penta Pacific Properties. Mr. Wells concluded the ECV of the Commercial Property is approximately $2,560,000.

Local and environmental factors were not taken into consideration in determining the ECV of the Commercial Property. Therefore, the actual value of the property may vary significantly from the ECV. The ECV is only a planning number and should not be relied upon as a basis for actual value. It was not possible to include environmental issues or any other special or unique factors into the

ECV calculations, as such data was not readily available to Mr. Wells. As noted in the LRPMP, the real value of the property cannot be determined without an appraisal.

The Successor Agency notes that in the environment of AB 1484, it may not be possible to achieve appraised values. The City will ultimately be responsible for seeking to achieve successful marketing of properties, and will act with reasonable diligence. However, the constraints and environment of AB 1484 militate against maximizing prices. The actual sales prices to be realized will be a function of what a willing buyer is willing to pay under circumstances where there will be no seller financing. Therefore, there is no reason to think that book values will be realized.

E. ***Site Revenues (HSC § 34191.5 (c)(1)(E)):***

8135 S. Atlantic Avenue (APN 6224-022-001)

Annual revenue received is $42,000 on a month-to-month basis. There are no contractual obligations for the use of the collected revenues. Site revenues are used for property maintenance.

F. ***History of Environmental Contamination (HSC § 34191.5 (c)(1)(F)):***

- ***2009 / 2012 Phase-I Report -*** California Environmental Geologists & Engineers, Inc.

8201 and 8221 South Atlantic Avenue (6224-022-002 and -012)
4629 and 4633 Cecilia Street (6224-022-003 and -004)

In 2009, the residential and office structures were tested for asbestos and abated as necessary. However, the metal buildings were excluded from testing. It is recommended that prior to the demolition of these metal buildings, asbestos testing is conducted.

In April 2012, an Environmental Site Assessment Phase-I Report was prepared by CE and concluded that there was no evidence of an existing recognized environmental condition in connection with the property. In addition, with the removal of one 1,000-gallon and one 4,000-gallon underground fuel storage tanks, a clarifier, and sand/grease trap from the property, Grand Vista Steel & Metal Supply was issued a *No Further Action* letter from the County of Los Angeles DPW.

- ***2012 Phase-I Report -*** California Environmental Geologists & Engineers, Inc.

8135 South Atlantic Avenue (6224-022-001)

In November 2012, an Environmental Site Assessment Phase-I Report was prepared by California Environmental Geologists & Engineers, Inc. ("CE") and concluded that there was evidence of a recognized environmental concern on the property due to the current practice by Platinum Auto Body of allowing wastewater, possibly contaminated, to accumulate in the degraded asphalt pavement on the north and south sides of the property. Additional testing should be conducted on shallow soils, with further testing of groundwater beneath the property dependent on the resultant soil testing.

- ***2015 Phase-I Report -*** Andersen Environmental, an EFI Global Company

8135 South Atlantic Avenue (6224-022-001)
8201 and 8221 South Atlantic Avenue (6224-022-002 and -012)
4629 and 4633 Cecilia Street (6224-022-003 and -004)
In August 2015, Andersen Environmental, an EFI Global Company, conducted a Phase I Environmental Site Assessment Report (the "Phase-I Report"). The Phase-I Report concluded and recommended that:

CONCLUSIONS

"Recognized Environmental Conditions (REC)

- The former use of a spray booth on-site in toy manufacturing operations for up to 15 years (1968 to 1983) represents a REC.
- The accumulation of wastewater from auto repair operations on the southern side of the parcel with potential subsurface impacts is considered a REC.
- The presence of the below grade hydraulic lift represents a REC.
- The historical bus repair operations by Western Diesel Electric from sometime prior to 1984 to 1991 represent a REC for the subject property based on the historical parts washing operations on-site and improper disposal of hazardous waste from these operations with potential for subsurface impacts.

Historical Recognized Environmental Condition (HREC)

- The former 4,000-gallon gasoline UST utilized in industrial operations on the southern portion of the subject property parcels represents a HREC for the subject property.
- The former wastewater separator/sump utilized in industrial operations on the southern portion of the subject property parcels represents a HREC for the subject property.

Controlled Recognized Environmental Condition (CREC)
In our opinion, no CRECs were revealed during the course of our assessment."

RECOMMENDATIONS

"Based on the foregoing, a Phase II Environmental Site Assessment is recommended."

G. <u>Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC § 34191.5 (c)(1)(G))</u>:
There is no potential for a TOD in conjunction with the Commercial Property.

The transfer of the Commercial Property for future development advances the planning objectives of the City and the Successor Agency in accordance with the Five-Year implementation Plan 2004-

2009 (the "Plan") goals to (i) provide a sufficient number of affordable housing units to meet the needs of the City's residents; (ii) support adequate residential development sites at appropriate densities; (iii) provide a selection of housing type, tenure, and price; (iv) encourage residential uses in commercial areas; (v) actively address the elimination of economic/physical blight as it pertains property that contains toxic substances and/or unsafe structures. In addition, the transfer of the Property for future development will maximize development opportunities to (i) reduce blight through new construction and improved infrastructure; (ii) capture appropriate commercial, industrial, and/or housing demand; (iii) compliment other land uses; (iv) assure high aesthetic and environmental quality and compatibility of development; (v) stimulate the economy through job creation and an increase in the City's tax base; and (vi) encourage private investment in the City.

H. History of Previous Development Proposals and Activity (HSC § 34191.5 (c)(1)(H)):

8135 South Atlantic Avenue (6224-022-001)

Historical site utilization research indicated that 8135 South Atlantic Avenue was initially developed for residential use during the 1940's. Building permit records indicate that the current structure was constructed in the 1950's as a bakery good distribution center. The property was also used as a storage warehouse and furniture manufacturer in the 1960's. Western Diesel Electric occupied the property from the early 1980's through mid-1990. The property is currently occupied by Platinum Auto Body, which conducts auto frame/body repair work.[5]

8201 and 8221 South Atlantic Avenue (6224-022-002 and -012)
4629 and 4633 Cecilia Street (6224-022-003 and -004)

Historical site utilization research indicated that the property was undeveloped in 1901. In 1929, three dwellings with detached garages were constructed. Rose Trucking Line occupied the property in 1944. Western Welding Service occupied the property in 1946 and a loading dock was constructed in 1947. Prior to 1950, the property was developed with existing structures. John Stang Yard occupied the property from 1954 through 1964 along with Subgrade Engineering from 1958 and 1964. Grand Vista Steel & Metal Supply Co. occupied the property from 1967 through 2000 and Hobby Heaven occupied the property from 2000 to 2006. The property is currently occupied by a vacant Grand Vista Steel & Metal Supply.[6]

I. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. For property to be transferred to the City of Cudahy for future development, implementation will include securing an HSC § 34180 (f)(1) compensation agreement (the "Compensation Agreement") with the affected taxing entities prior to the transfer of the property to the City. The City will seek a Compensation Agreement with the affected taxing entities after the LRPMP is approved by DOF. The compensation due the affected taxing entities shall be governed by the Compensation Agreement and where applicable take into consideration the other funding source restrictions noted below.

For properties that are to be held for future development that are an asset of a tax-exempt bond issue and/or LMIHF, the Compensation Agreement with the taxing entities will include provisions

[5] California Environmental Geologists & Engineers, Inc., *Environmental Site Assessment – Phase 1*, *Commercial Property APN 6224-022-001,* December 2012, page 23
[6] California Environmental Geologists & Engineers, Inc., *Environmental Site Assessment – Phase 1*, *Grande Vista Steel & Metal Supply Co. APNs 6224-022-002, 003, 004, and 012,* April 2012, page 29

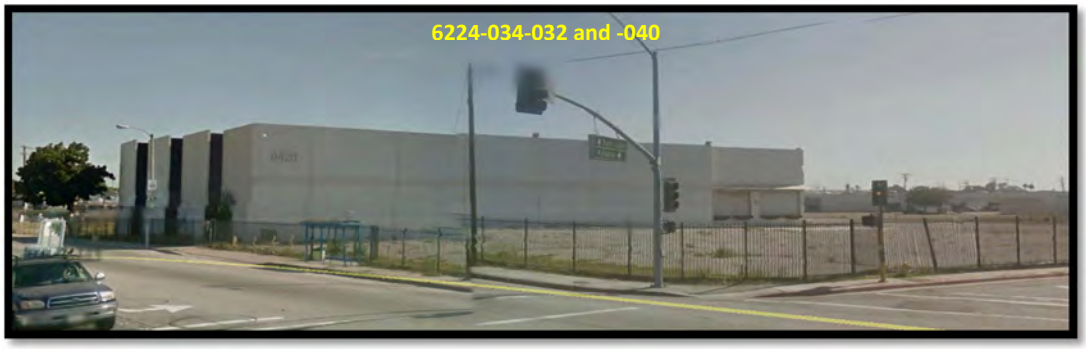
for the re-use of land sale proceeds that are attributable to a tax-exempt bond issue and/or LMIHF consistent with the restrictions, conditions and covenants related thereto. In addition, the use/distribution of any residual land sales proceeds will be governed by the provisions therefor within the Compensation Agreement.

Site No. 5

(Site No. #1 on City's website @ http://www.cityofcudahy.com/economic-development.html)

Atlantic Avenue / Patata Street Commercial Property

APN:	*6224-034-014*
Address:	*4819 Patata Street*
APNs:	*6224-034-032*
	6224-034-040
Address:	*8420 South Atlantic Avenue*
APN:	*6224-034-041*
Address:	*Patata Street*



A. ***Permissible Use (HSC § 34191.5 (c)(2)):***

Site No. 5 is the Atlantic Avenue / Patata Street Commercial Property (the "Commercial Property") and is proposed to be transferred to the City of Cudahy for future development pursuant to HSC § 34191.5 (c)(2).

B. ***Acquisition of Property (HSC § 34191.5 (c)(1)(A) and 34191.5 (c)(1)(B)):***

The Commercial Property was acquired in accordance with the April 1, 2011, Project Funding Agreement between the Cudahy Community Development Commission (the "CDC") and the Cudahy Economic Development Corporation (the "CEDC") and the April 1, 2011, Reimbursement and Project Implementation Agreement between the City of Cudahy and the CEDC. The Commercial Property was acquired, in part, with tax-exempt bond proceeds and has a total book value of $2,904,717. The Commercial Property was acquired in order to meet the revitalization goals of the City and the former RDA to alleviate the existence and spread of physical and economic blight by assembling land and preparing property for future development.

Pursuant to the April 15, 2014, Asset Transfer Review ("ATR") prepared by the California State Controller's Office ("SCO"), on February 3, 2015, the Successor Agency approved an Asset Transfer Agreement with the CEDC. The purpose of the Asset Transfer Agreement, is to enable the Successor Agency to comply with the SCO's order included within the ATR by recovering the redevelopment assets previously transferred to the CEDC ("Recovery Assets"). In addition, on March 12, 2015, the Oversight Board to the Successor Agency to the Former Cudahy Community Development Commission/Redevelopment Agency ("Oversight Board") approved its Resolution No. OB15-07, which approved the Asset Transfer Agreement. On October 19, 2015 a quitclaim deed was recorded with the office of the County of Los Angeles Registrar-Recorder/County Clerk transferring the affected real property to the Successor Agency, thereby effectuating the transfer of the Recovery Assets.

The estimated current value (the "ECV") of the Commercial Property is approximately $1,960,000.

C. ***Site Information (HSC § 34191.5 (c)(1)(C)):***

The Commercial Property consists of four (4) parcels that total approximately 2.1 acres (APNs: 6224-031-014, -032, -040, -041) located at 4817 Patata Street and 8420 South Atlantic Avenue. One vacant 27,635 sf structure, constructed in 1987, is located at 8420 South Atlantic Avenue. 4817 Patata Street is a vacant parcel.

The Commercial Property is zoned Community Commercial (CC) in the City's Zoning Ordinance and 2010 General Plan. The CC designation permits land uses for retail stores, offices, trailer parks, churches, schools, auto sales, banks, markets, restaurants and similar uses. Mixed use development is also permitted within this land use designation at densities of 35 units per acre.

D. Estimated Current Value (HSC § 34191.5 (c)(1)(D)):

In October 2014, the ECV for the Commercial Property was determined by a Broker's Opinion of Value prepared by Douglas E. Wells, Penta Pacific Properties. Mr. Wells concluded the ECV of the Commercial Property is approximately $1,960,000.

Local and environmental factors were not taken into consideration in determining the ECV of the Commercial Property. Therefore, the actual value of the property may vary significantly from the ECV. The ECV is only a planning number and should not be relied upon as a basis for actual value. It was not possible to include environmental issues or any other special or unique factors into the ECV calculations, as such data was not readily available to Mr. Wells. As noted in the LRPMP, the real value of the property cannot be determined without an appraisal.

The Successor Agency notes that in the environment of AB 1484, it may not be possible to achieve appraised values. The City will ultimately be responsible for seeking to achieve successful marketing of properties, and will act with reasonable diligence. However, the constraints and environment of AB 1484 militate against maximizing prices. The actual sales prices to be realized will be a function of what a willing buyer is willing to pay under circumstances where there will be no seller financing. Therefore, there is no reason to think that book values will be realized.

E. Site Revenues (HSC § 34191.5 (c)(1)(E)):

There are no site revenues generated from the Commercial Property.

F. History of Environmental Contamination (HSC § 34191.5 (c)(1)(F)):

- ***1995 - U.S. Environmental Protection Agency (the "EPA) Toxic Release Inventory (TRI") database***

8420 S. Atlantic Avenue (the "M. Stephens Site") is listed in the TRI database (TRI ID 90201MSTPH8420S). The most recent release information provided in the database is from 1995.[7]

- ***2007 - California Environmental Protection Agency, Regional Water Quality Control Board (RWQCB)***

The M. Stephens site is listed in the RWQCB GeoTracker database as M Stephens Manufacturing (GeoTracker ID: T0603703809; Case No. 1-11513) at 4839 Patata St. The site is listed as a 'LUST Cleanup Site' with a cleanup status as 'Completed – Case Closed as of 9/27/1995.' The potential contaminant of concern is listed as 'gasoline' and the potential media affected is 'soil.' Between at least 1978 and 1980, the RWQCB, in conjunction with the County Sanitation District of Los Angeles County, conducted oversight of the operation and monitoring of waste discharges to the on-site clarifier. In

[7] Weston, 2015

June 2007, the Los Angeles County department of Public Works (LADPW) issued a 'No Further Action' letter for the M Stephens site in regard to the closure and removal of the on-site clarifier.[8]

- ***2013 - California Department of Toxic Substances Control's ("DTSC") EnviroStor database***

The M. Stephens Site is listed in the EnvironStor database as M Stephens Manufacturing (EnvironStor ID: 60001790) at 4839 Patata Street. The site is listed as an 'Evaluation' site that was referred to EPA on September 17, 2013. DTSC completed a Site Screening Assessment (the "SSA") for 8420 S. Atlantic Avenue in June 2013. The SSA was prepared for EPA and has a final sign-off date of September 30, 2013. DTSC has had no known additional involvement with the site.[9]

- ***2015 Phase-I Report -*** Andersen Environmental, an EFI Global Company

In August 2015, Andersen Environmental, an EFI Global Company, conducted a Phase I Environmental Site Assessment Report (the "Phase-I Report"). The Phase-I Report concluded and recommended that:

> **CONCLUSIONS:**
>
> **"Recognized Environmental Conditions (REC)**
> - Based on the volatile organic compound (VOC) contamination documented in soil and soil vapor, the former long-term industrial operations for approximately 58 years and associated open USEPA investigation represent a recognized environmental condition for the subject property.
> - The former agricultural use of the subject property for up to 24 years represents a recognized environmental condition.
> - The release of VOCs at the two adjoining industrial facilities to the west poses a potential Vapor Intrusion Condition for the subject property and represents a recognized environmental condition."
>
> **RECOMMENDATIONS:**
>
> "Andersen Environmental recommends adherence to USEPA directives. Additionally, a Phase II Environmental Site Assessment is recommended."

[8] Weston, 2015
[9] *Ibid.*

- ***2015 Site Inspection Sampling and Analysis Plan EPA ID No. CAN000909569 –*** Weston Solutions, Inc.

  In September 2015, Weston Solutions, Inc. prepared a Sampling and Analysis Plan (the "SAP") for the M. Stephens Site at the request of the U.S. EPA. Once implemented, the SAP will enable EPA to conclude the Hazardous Ranking for the M. Stephens Site.

G. ***Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC § 34191.5 (c)(1)(G)):***
There is no potential for a TOD in conjunction with Commercial Property.

The transfer of the Commercial Property for future development advances the planning objectives of the City and the Successor Agency in accordance with the Five-Year implementation Plan 2004-2009 (the "Plan") goals to (i) provide a sufficient number of affordable housing units to meet the needs of the City's residents; (ii) support adequate residential development sites at appropriate densities; (iii) provide a selection of housing type, tenure, and price; and (iv) encourage residential uses in commercial areas. In addition, the transfer of the Property for future development will maximize development opportunities to (i) reduce blight through new construction and improved infrastructure; (ii) capture appropriate commercial, industrial, and/or housing demand; (iii) compliment other land uses; (iv) assure high aesthetic and environmental quality and compatibility of development; (v) stimulate the economy through job creation and an increase in the City's tax base; and (vi) encourage private investment in the City.

H. ***History of Previous Development Proposals and Activity (HSC § 34191.5 (c)(1)(H)):***
Google Earth® indicates that in 1994, the Commercial Property contained at least three additional warehouse/manufacturing structures. Between July 2008 and June 2009, the three additional structures were demolished, leaving the Property in its current state.

I. ***Implementation of the Long-Range Property Management Plan:***
Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. For property to be transferred to the City of Cudahy for future development, implementation will include securing an HSC § 34180 (f)(1) compensation agreement (the "Compensation Agreement") with the affected taxing entities prior to the transfer of the property to the City. The City will seek a Compensation Agreement with the affected taxing entities after the LRPMP is approved by DOF. The compensation due the affected taxing entities shall be governed by the Compensation Agreement and where applicable take into consideration the other funding source restrictions noted below.

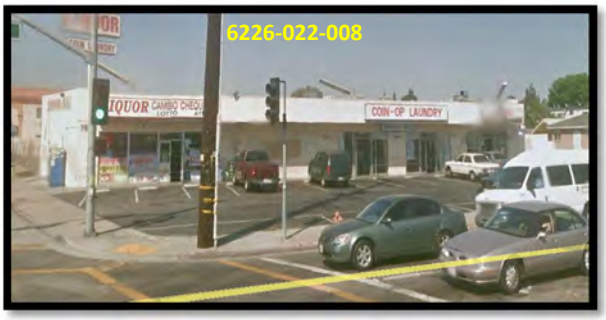
For properties that are to be held for future development that are an asset of a tax-exempt bond issue and/or LMIHF, the Compensation Agreement with the taxing entities will include provisions for the re-use of land sale proceeds that are attributable to a tax-exempt bond issue and/or LMIHF consistent with the restrictions, conditions and covenants related thereto. In addition, the use/distribution of any residual land sales proceeds will be governed by the provisions therefor within the Compensation Agreement.

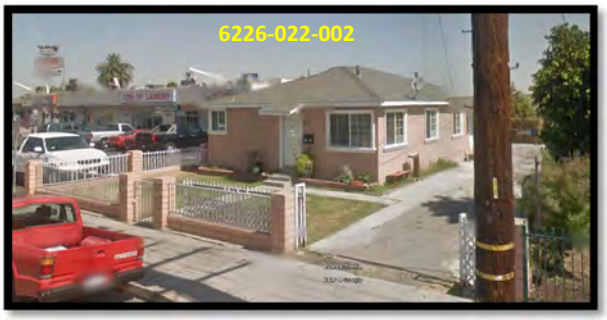
Site No. 6

(Site No. #5 on City's website @ http://www.cityofcudahy.com/economic-development.html)

Atlantic Avenue / Clara Street Commercial Property

APN:	*6226-022-002*	*APN:*	*6226-022-023*
Address:	*4613 and 4615 East Clara Street*	*Address:*	*7638 South Atlantic Avenue*
APN:	*6226-022-008*	*APN:*	*6226-022-022*
Address:	*7660 South Atlantic Avenue*	*Address:*	*7644 South Atlantic Avenue*
APNs:	*6226-022-019*	*APNs:*	*6226-022-021*
	6226-022-020		*6226-022-024*
Address:	*7630 South Atlantic Avenue*	*Address:*	*No Address*





A. Permissible Use (HSC § 34191.5 (c)(2)):

Site No. 6 is the Atlantic Avenue / Clara Street Commercial Property (the "Commercial Property") and is proposed to be transferred to the City of Cudahy for future development pursuant to HSC § 34191.5 (c)(2).

B. Acquisition of Property (HSC § 34191.5 (c)(1)(A) and 34191.5 (c)(1)(B)):

APNs 6226-022-021, -022, -023, & -024 were acquired by the CDC on November 11, 2009 and were transferred to the Cudahy Economic Development Corporation in accordance with the April 1, 2011, Project Funding Agreement between the Cudahy Community Development Commission (the "CDC") and the Cudahy Economic Development Corporation (the "CEDC") and the April 1, 2011, Reimbursement and Project Implementation Agreement between the City of Cudahy and the CEDC. APNs 6226-022-002, -008, -019, & -020 were acquired in accordance with the April 1, 2011, Project Funding Agreement between the Cudahy CDC and the CEDC and the April 1, 2011, Reimbursement and Project Implementation Agreement between the City of Cudahy and the CEDC. The Commercial Property was acquired with tax-exempt bond proceeds and has a total book value of $6,608,296. The Commercial Property was acquired in order to meet the revitalization goals of the City and the former RDA to alleviate the existence and spread of physical and economic blight by assembling land and preparing property for future development.

Pursuant to the April 15, 2014, Asset Transfer Review ("ATR") prepared by the California State Controller's Office ("SCO"), on February 3, 2015, the Successor Agency approved an Asset Transfer Agreement with the CEDC. The purpose of the Asset Transfer Agreement, is to enable the Successor Agency to comply with the SCO's order included within the ATR by recovering the redevelopment assets previously transferred to the CEDC ("Recovery Assets"). In addition, on March 12, 2015, the Oversight Board to the Successor Agency to the Former Cudahy Community Development Commission/Redevelopment Agency ("Oversight Board") approved its Resolution No. OB15-07, which approved the Asset Transfer Agreement. On October 19, 2015 a quitclaim deed was recorded with the office of the County of Los Angeles Registrar-Recorder/County Clerk transferring the affected real property to the Successor Agency, thereby effectuating the transfer of the Recovery Assets.

The estimated current value (the "ECV") of the Commercial Property is approximately $5,710,000.

C. Site Information (HSC § 34191.5 (c)(1)(C)):

The Commercial Property consists of eight (8) parcels that total approximately 1.66 acres (APNs: 6226-022-002, -008, -019, -020, -021, -022, -023, -024) located at 4613 and 4615 East Clara Street and 7660, 7630, 7638, and 7644 South Atlantic Avenue. The following table describes the improvements located on the Commercial Property:

Atlantic/Cecilia Commercial Property				
APN	**Address**	**Type of Structure**	**Year Constructed**	**Square Footage**
6226-022-002	4613 / 4615 East Clara Street	Duplex	1946	1,120
6226-022-008	7660 South Atlantic Avenue	Retail Store	1971	4,482
6226-022-019	7630 South Atlantic Avenue	12-unit Motel	1964	5,324
6226-022-020		51-unit Motel		19,566
6226-022-021	7638 South Atlantic Avenue	None	---	---
6226-022-023				
6226-022-022	7644 South Atlantic Avenue			
6226-022-024				

The Commercial Property is zoned Community Commercial (CC) in the City's Zoning Ordinance and 2010 General Plan. The CC designation permits land uses for retail stores, offices, trailer parks, churches, schools, auto sales, banks, markets, restaurants and similar uses. Mixed use development is also permitted within this land use designation at densities of 35 units per acre.

D. Estimated Current Value (HSC § 34191.5 (c)(1)(D)):

In November 2014, the ECV for the Commercial Property was determined by a Broker's Opinion of Value prepared by John Olivas, ACORE Realty, Inc. Mr. Olivas concluded that the ECV of the Commercial Property is approximately $5,710,000.

Local and environmental factors were not taken into consideration in determining the ECV of the Commercial Property. Therefore, the actual value of the property may vary significantly from the ECV. The ECV is only a planning number and should not be relied upon as a basis for actual value. It was not possible to include environmental issues or any other special or unique factors into the ECV calculations, as such data was not readily available to Mr. Olivas. As noted in the LRPMP, the real value of the property cannot be determined without an appraisal.

The Successor Agency notes that in the environment of AB 1484, it may not be possible to achieve appraised values. The City will ultimately be responsible for seeking to achieve successful marketing of properties, and will act with reasonable diligence. However, the constraints and environment of AB 1484 militate against maximizing prices. The actual sales prices to be realized will be a function of what a willing buyer is willing to pay under circumstances where there will be no seller financing. Therefore, there is no reason to think that book values will be realized.

E. Site Revenues (HSC § 34191.5 (c)(1)(E)):

Approximately $94,830 is received annually from three (3) businesses located in the strip mall at the Northeast corner of South Atlantic Avenue and Clara Street.

Lease #1
La Tripa Veloz Restaurant – 4537 Clara Street (APN 6266-022-008)
This Lease was first entered into by and between two private parties. It was transferred to the Successor Agency upon the acquisition of the Property. Annual revenues received from this Lease amount to approximately $17,400. The Lease expires on July 31, 2021. Site revenues are used for property maintenance.

Lease #2
Red Owl Liquor – 7660 South Atlantic Avenue (APN 6266-022-008)
This Lease was first entered into on March 1, 2004 by and between two private parties. It was transferred to the Successor Agency upon the acquisition of the Property. Annual revenues received from this Lease amount to approximately $46,200. There is no provision in the Lease, or a current Lease Amendment, that will extend the Lease further than January 31, 2019. There are no contractual obligations for the use of the collected revenues. Site revenues are used for property maintenance.

Month-to-Month Rent #1
4615 Clara Street (6226-022-002)
Annual revenue received is $10,800 on a month-to-month basis. There are no contractual obligations for the use of the collected revenues. Site revenues are used for property maintenance.

Month-to-Month Rent #2
7630 S. Atlantic Avenue (APN 6226-022-019 and -020)
Annual revenue received is $54,000 on a month-to-month basis. There are no contractual obligations for the use of the collected revenues. Site revenues are used for property maintenance.

F. History of Environmental Contamination (HSC § 34191.5 (c)(1)(F)):

2015 Phase-I Report - Andersen Environmental, an EFI Global Company

In August 2015, Andersen Environmental, an EFI Global Company, conducted a Phase I Environmental Site Assessment Report (the "Phase-I Report"). The Phase-I Report concluded and recommended that:

CONCLUSIONS:

"Recognized Environmental Conditions (REC)

- The historical gas station identified from at least 1947 to 1966 (19 years) in the southwest portion of the subject property associated with 7654 and 7656 South Atlantic Avenue represents a REC.
- The historical dry cleaner identified in at least 1947 in the west portion of the subject property at 7638 South Atlantic Avenue represents a REC."

RECOMMENDATIONS:

"Based on the foregoing, a Phase II Environmental Site Assessment is recommended."

G. ***Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC § 34191.5 (c)(1)(G)):***

There is no potential for a TOD in conjunction with Commercial Property.

The transfer of the Commercial Property for future development advances the planning objectives of the City and the Successor Agency in accordance with the Five-Year implementation Plan 2004-2009 (the "Plan") goals to (i) provide a sufficient number of affordable housing units to meet the needs of the City's residents; (ii) support adequate residential development sites at appropriate densities; (iii) provide a selection of housing type, tenure, and price; and (iv) encourage residential uses in commercial areas. In addition, the transfer of the Property for future development will maximize development opportunities to (i) reduce blight through new construction and improved infrastructure; (ii) capture appropriate commercial, industrial, and/or housing demand; (iii) compliment other land uses; (iv) assure high aesthetic and environmental quality and compatibility of development; (v) stimulate the economy through job creation and an increase in the City's tax base; and (vi) encourage private investment in the City.

H. ***History of Previous Development Proposals and Activity (HSC § 34191.5 (c)(1)(H)):***

Google Earth® indicates that from May 1994 the Commercial Property has remained in its current state.

I. ***Implementation of the Long-Range Property Management Plan:***

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP. For property to be transferred to the City of Cudahy for future development, implementation will include securing an HSC § 34180 (f)(1) compensation agreement (the "Compensation Agreement") with the affected taxing entities prior to the transfer of the property to the City. The City will seek a Compensation Agreement with the affected taxing entities after the LRPMP is approved by DOF. The compensation due the affected taxing entities shall be governed by the Compensation Agreement and where applicable take into consideration the other funding source restrictions noted below.

For properties that are to be held for future development that are an asset of a tax-exempt bond issue and/or LMIHF, the Compensation Agreement with the taxing entities will include provisions for the re-use of land sale proceeds that are attributable to a tax-exempt bond issue and/or LMIHF consistent with the restrictions, conditions and covenants related thereto. In addition, the use/distribution of any residual land sales proceeds will be governed by the provisions therefor within the Compensation Agreement.

Exhibit A – Successor Agency/City Property Disposition Procedures

The following is only a general outline for the Purchase & Sale and Request for Proposals procedures of the Successor Agency for the disposition of real property. Property to be sold will be in accordance with Successor Agency Policies and Procedures and property to be transferred for future development will be developed in accordance with City Policies and Procedures. It is anticipated that the Successor Agency will adopt policies and procedures that are more specific during the implementation phase of the LRPMP.

I. PURCHASE AND SALE PROCEDURES

These procedures apply only to those properties for which the Successor Agency will sell. These procedures do not apply to those properties that will be transferred for future development or to fulfill an enforceable obligation.

1. Post notice on Successor Agency website:
   "All persons interested in receiving solicitations for the disposition of Successor Agency property please email 'xyz@cityofthefuture.org'(a newly established email for the disposition of property) with your contact information and '*Purchase and Sale of Successor Agency Property'* in the Subject line."

2. Successor Agency will provide written solicitations for the sale of its real estate assets, which may be a single parcel or a grouping of parcels (the "Property"). Such formal solicitations will include, but not be limited to:
   a. APN(s);
   b. Property location;
   c. Zoning;
   d. Acreage;
   e. Listing Price (The listing price shall either be (i) not less than fair market value under an appraisal procured by the Successor Agency or (ii) another amount approved for such purpose by the Oversight Board;
   f. Purchase Price shall be all cash at close of escrow, no seller financing;
   g. Deadline to receive offers (prior to selection, offers are confidential);
   h. Offer submittal guidelines:
      i. All offers must be in writing (California Association of Realtor forms are acceptable);
      ii. Successor Agency will provide courtesy to brokers equal to one-half of the customary commission if the ultimate buyer is represented by said real estate broker as buyer's broker at the time the original offer is submitted.
      iii. Provided that allowance of brokerage commissions will be subject to Oversight Board approval in each case;
      iv. Approval of each sale may be subject to DOF approval;
      v. Type of financing identified (i.e., buyer's cash, buyer's loan proceeds, etc.);
      vi. All buyers are to be listed – no silent partners; and
      vii. Offers will be reviewed for conflict of interest between offeror and Successor Agency/City officials, staff and consultants.
   i. Some properties for sale consist of multiple parcels. Only offers that include all parcels identified by Successor Agency on a particular site may be accepted, i.e., no less than whole purchases.

3. Method of Solicitations:
   a. Property posting;
   b. Successor Agency website posting;
   c. Local real estate brokers;

d. All persons requesting solicitations; and
e. Workshops and/or e-mail notifications

4. All property sales are in an "AS IS, WHERE IS" condition.

5. The Successor Agency will be reimbursed from the sale proceeds of the property for any costs related to the appraisal, escrow and title fees (cost of CLTA policy only), and any other costs associated with the sale.

6. An offer may be rejected if it does not meet the Successor Agency's price threshold. Acceptance of a purchase and sale offer is subject to approval of the Successor Agency's Board of Directors.

II. REQUEST FOR PROPOSAL PROCEDURES

Costs incurred by the Successor Agency and/or the City in the implementation of these Disposition Procedures shall be treated as an Enforceable Obligation for purposes of the Recognized Obligation Payments Schedule ("ROPS") of the Successor Agency to be recovered from land sales proceeds. The City shall provide the Successor Agency an estimate of such costs at such times and in a form sufficient for the Successor Agency to include such costs on one or more ROPS, as appropriate. Included in such costs are: staff time in the performance of such duties; costs and fees of consultants, attorneys, appraisers, title insurers and escrow; costs and fees in connection with the disposition of property(ies), such as unpaid and outstanding tax liens or judgments and other costs incurred in order to deliver merchantable title. Where possible, the Successor Agency is to recover costs at the time of close of escrow.

A) INTENT AND PURPOSE

A Request for Proposals ("RFP") will be prepared by the Successor Agency and posted to the City's website, and/or sent to developers or parties that have requested such RFPs, and other developers or parties at the Successor Agency's discretion. The number of properties as to which an RFP is requested is subject to the discretion of the Successor Agency.

B) PROPOSAL SUBMITTAL

1. Interested parties may submit a development proposal by the deadline specified in the RFP or other announcement.

2. Proposal requirements may include, but not be limited to, the following:
   a. The proposed total consideration for the property(ies) and information supporting the offer price;
   b. Any proposed alterations to the terms and conditions of sale;
   c. Construction and development pro forma, a detailed site plan, a business/operating plan, developer qualifications, experience and references, a narrative description of the market support for the proposed project, an operating pro forma, as applicable, and an explanation of the economic benefits of the proposed project to the City, other affected taxing agencies and the community;
   d. The proposed uses are to conform to the requirements, intent, goals, and objectives of the City General Plan/Zoning Ordinance, other applicable development standards, and other applicable federal, state and local laws, codes and regulations; and
   e. A statement that no financial assistance is being requested from any governmental agency in connection with the proposal, or a statement that financial assistance is being requested from a governmental agency in connection with the proposal, indicating the amount that will be requested, the anticipated timing for consideration of such request, and a description of any discretionary process required by the governmental agency from which assistance will be requested, together with an acknowledgment that conditioning a proposal upon receipt of assistance form a governmental agency may result in the rejection of such proposal.

3. Interested parties to provide such additional information as may be reasonably requested by Successor Agency.

4. Subsequent to review, applicants will be advised regarding the development proposals submitted complying with the requirements of the RFP or whether additional information is required.

C) PROPOSAL REVIEW

1. The Successor Agency will review all proposals received and determined by Successor Agency staff to be complete.

2. Among other things, the Successor Agency's review will consider the value of the asset in question being maximized as well as the proposal furthering the objectives of the City's General Plan.

3. Nothing in these Procedures prohibits the Successor Agency or the City from requiring information that is in addition to the foregoing or obligate the Successor Agency in selecting any proposal. Neither the City nor the Successor Agency will bear any responsibility for the costs associated with preparing and submitting a proposal.

D) NEGOTIATING AGREEMENTS

The City may enter into an Exclusive Right to Negotiate Agreement ("ERNA") with a selected project proponent. The purpose of the ERNA is to establish a time period during which the chosen applicant shall have the right to negotiate with the Successor Agency the terms and conditions of a sales and development contract. Therefore, a Disposition and Development Agreement may follow the ERNA, if applicable.

Exhibit B – Health & Safety Code

HSC § 34191.1, reads as follows:

The provisions of this chapter shall apply to a City upon that agency's receipt of a finding of completion by the Department of Finance pursuant to Section 34179.7.

HSC § 34191.3(a), reads as follows:

Notwithstanding Section 34191.1, the requirements specified in subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be suspended, except as those provisions apply to the transfers for governmental use, until the Department of Finance has approved a long-range property management plan pursuant to subdivision (b) of Section 34191.5, at which point the plan shall govern, and supersede all other provisions relating to, the disposition and use of the real property assets of the former redevelopment agency. If the department has not approved a plan by January 1, 2015, subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be operative with respect to that City.

HSC § 34191.4, reads as follows:

The following provisions shall apply to any City that has been issued a finding of completion by the Department of Finance:

(a) All real property and interests in real property identified in subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5 shall be transferred to the Community Redevelopment Property Trust Fund of the City upon approval by the Department of Finance of the long-range property management plan submitted by the City pursuant to subdivision (b) of Section 34191.7 unless that property is subject to the requirements of any existing enforceable obligation.

(b) (1) Notwithstanding subdivision (d) of Section 34171, upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created by the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

(2) For purposes of this section, "loan agreement" means any of the following: (A) Loans for money entered into between the former redevelopment agency and the city, county, or city and county that created the former redevelopment agency under which the city, county, or city and county that created the former redevelopment agency transferred money to the former redevelopment agency for use by the former redevelopment agency for a lawful purpose, and where the former redevelopment agency was obligated to repay the money it received pursuant to a required repayment schedule. (B) An agreement between the former redevelopment agency and the city, county, or city and county that created the former redevelopment agency under which the city, county, or city and county that created the former redevelopment agency transferred a real property interest to the former redevelopment agency for use by the former redevelopment agency for a lawful purpose and the former redevelopment agency was obligated to pay the city, county, or city and county that created the former redevelopment agency for the real property interest. (C) (i) An agreement between the former redevelopment agency and the city, county, or city and county that created the former redevelopment agency under which the city, county, or city and county that created the former redevelopment agency contracted with a third party on behalf of the former redevelopment agency for the development of infrastructure in connection with a redevelopment project as identified in a redevelopment project plan and the former redevelopment agency was obligated to reimburse the city, county, or city and county that created the former redevelopment agency for the payments made by the city, county, or city and county to the third party. (ii) The total amount of loan repayments to a city, county, or city and county that created the former redevelopment agency for all loan agreements described in clause (i) shall not exceed five million dollars ($5,000,000).

(3) If the oversight board finds that the loan is an enforceable obligation, any interest on the remaining principal amount of the loan that was previously unpaid after the original effective date of the loan shall be recalculated from the date of origination of the loan as approved by the

redevelopment agency on a quarterly basis, at a simple interest rate of 3 percent. The recalculated loan shall be repaid to the city, county, or city and county in accordance with a defined schedule over a reasonable term of years. Moneys repaid shall be applied first to the principal, and second to the interest. The annual loan repayments provided for in the recognized obligation payment schedules shall be subject to all of the following limitations:

(A) Loan repayments shall not be made prior to the 2013-14 fiscal year. Beginning in the 2013-14 fiscal year, the maximum repayment amount authorized each fiscal year for repayments made pursuant to this subdivision and paragraph (7) of subdivision (e) of Section 34176 combined shall be equal to one-half of the increase between the amount distributed to the taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 in that fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012-13 base year, provided, however, that calculation of the amount distributed to taxing entities during the 2012-13 base year shall not include any amounts distributed to taxing entities pursuant to the due diligence review process established in Sections 34179.5 to 34179.8, inclusive. Loan or deferral repayments made pursuant to this subdivision shall be second in priority to amounts to be repaid pursuant to paragraph (7) of subdivision (e) of Section 34176.

(B) Repayments received by the city, county or city and county that formed the redevelopment agency shall first be used to retire any outstanding amounts borrowed and owed to the Low and Moderate Income Housing Fund of the former redevelopment agency for purposes of the Supplemental Educational Revenue Augmentation Fund and shall be distributed to the Low and Moderate Income Housing Asset Fund established by subdivision (d) of Section 34176. Distributions to the Low and Moderate Income Housing Asset Fund are subject to the reporting requirements of subdivision (f) of Section 34176.1

(C) Twenty percent of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to the Low and Moderate Income Housing Asset Fund, after all outstanding loans from the Low and Moderate Income Housing Fund for purposes of the Supplemental Educational Revenue Augmentation Fund have been paid. Transfers to the Low and Moderate Income Housing Asset Fund are subject to the reporting requirements of subdivision (f) of section 34176.1.

(c) (1) (A) Notwithstanding Section 34177.3 or any other conflicting provision of law, bond proceeds derived from bonds issued on or before December 31, 2010, in excess of the amounts needed to satisfy approved enforceable obligations shall thereafter be expended in a manner consistent with the original bond covenants. Enforceable obligations may be satisfied by the creation of reserves for projects that are the subject of the enforceable obligation and that are consistent with the contractual obligations for those projects, or by expending funds to complete the projects. An expenditure made pursuant to this paragraph shall constitute the creation of excess bond proceeds obligations to be paid from the excess proceeds. Excess bond proceeds obligations shall be listed separately on the Recognized Obligation Payment Schedule submitted by the successor agency. The expenditure of bond proceeds described in this subparagraph pursuant to an excess bond proceeds obligation shall only require the approval by the oversight board of the successor agency.

(B) If remaining bond proceeds derived from bonds issued on or before December 31, 2010, cannot be spent in a manner consistent with the bond covenants pursuant to subparagraph (A), the proceeds shall be used at the earliest date permissible under the applicable bond covenants to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.

(2) Bond proceeds derived from bonds issued on or after January 1, 2011, in excess of the amounts needed to satisfy approved enforceable obligations, shall be used in a manner consistent with the original bond covenants, subject to the following provisions:

(A) No more than 5 percent of the proceeds derived from the bonds may be expended, unless the successor agency meets the criteria specified in subparagraph (B).

(B) If the successor agency has an approved Last and Final Recognized Obligation Payment Schedule pursuant to Section 34191.6, the agency may expend no more than 20 percent of the proceeds derived from the bonds, subject to the following adjustments:

(i) If the bonds were issued during the period of January 1, 2011, to January 31, 2011, inclusive, the successor agency may expend an additional 25 percent of the proceeds derived from the bonds, for a total authorized expenditure of no more than 45 percent.

(ii) If the bonds were issued during the period of February 1, 2011, to February 28, 2011, inclusive, the successor agency may expend an additional 20 percent of the proceeds derived from the bonds, for a total authorized expenditure of no more than 40 percent.

(iii) If the bonds were issued during the period of March 1, 2011, to March 31, 2011, inclusive, the successor agency may expend an additional 15 percent of the proceeds derived from the bonds, for a total authorized expenditure of no more than 35 percent.

(iv) If the bonds were issued during the period of April 1, 2011, to April 30, 2011, inclusive, the successor agency may expend an additional 10 percent of the proceeds derived from the bonds, for a total authorized expenditure of no more than 30 percent.

(v) If the bonds were issued during the period of May 1, 2011, to May 31, 2011, inclusive, the successor agency may expend an additional 5 percent of the proceeds derived from the bonds, for a total authorized expenditure of no more than 25 percent.

(C) Remaining bond proceeds that cannot be spent pursuant to subparagraphs (A) and (B) shall be used at the at the earliest date permissible under the applicable bond covenants to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.

(D) The expenditure of bond proceeds described in this paragraph shall only require the approval by the oversight board of the successor agency.

(3) If a successor agency provides the oversight board and the department with documentation that proves, to the satisfaction of both entities, that bonds were approved by the former redevelopment agency prior to January 31, 2011, but the issuance of the bonds was delayed by the actions of a third-party metropolitan regional transportation authority beyond January 31, 2011, the successor agency may expend the associated bond proceeds in accordance with clause (i) of subparagraph (B) of paragraph (2) of this section.

(4) Any proceeds derived from bonds issued by a former redevelopment agency after December 31, 2010, that were issued, in part, to refund or refinance tax-exempt bonds issued by the former redevelopment agency on or before December 31, 2010, and which are in excess of the amount needed to refund or refinance the bonds issued on or before December 31, 2010, may be expended by the successor agency in accordance with clause (i) of subparagraph (B) of paragraph (2) of this section. The authority provided in this paragraph is conditioned on the successor agency providing to its oversight board and the department the resolution by the former redevelopment agency approving the issuance of the bonds issued after December 31, 2010.

(d) This section shall apply retroactively to actions occurring on or after June 28, 2011. The amendment of this section by the act adding this subdivision shall not result in the denial of a loan under subdivision (b) that has been previously approved by the department prior to the effective date of the act adding this subdivision. Additionally, the amendment of this section by the act adding this subdivision shall not impact the judgments, writs of mandate, and orders entered by the Sacramento Superior Court in the following lawsuits: (1) City of Watsonville v. California Department of Finance, et al. (Sac. Superior Ct. Case No. 34-2014-80001910); (2) City of Glendale v. California Department of Finance, et al. (Sac. Superior Ct. Case No. 34-2014-80001924).

HSC § 34191.5, reads as follows:

(a) There is hereby established a Community Redevelopment Property Trust Fund, administered by the City, to serve as the repository of the former redevelopment agency's real properties identified in

subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5.

(b) The successor agency shall prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency. If the former redevelopment agency did not have real properties, the successor agency shall prepare a long-range property management plan certifying that the successor agency does not have real properties of the former redevelopment agency for disposition or use. The plan shall be submitted to the oversight board and the Department of Finance for approval no later than six months following the issuance to the successor agency of the finding of completion.

(c) The long-range property management plan shall do all of the following:

(1) Include an inventory of all properties in the trust. The inventory shall consist of all of the following information:

(A) The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.

(B) The purpose for which the property was acquired.

(C) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

(D) An estimate of the current value of the parcel including, if available, any appraisal information.

(E) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

(F) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

(G) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

(H) A brief history of previous development proposals and activity, including the rental or lease of property.

(2) Address the use or disposition of all of the properties in the trust. Permissible uses include the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

(A) (i) If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.

(ii) For purposes of this subparagraph, the term "identified in an approved redevelopment plan" includes properties listed in a community plan or a five-year implementation plan.

(iii) The department or an oversight board may require approval of a compensation agreement or agreements, as described in subdivision (f) of Section 34180, prior to any transfer of property pursuant to this subparagraph, provided, however, that a compensation agreement or agreements may be developed and executed subsequent to the approval process of a long-range property management plan.

(B) If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph (A), the proceeds

from the sale shall be distributed as property tax to the taxing entities.

(C) Property shall not be transferred to a Successor Agency, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and the Department of Finance.

(D) The department shall only consider whether the long-range property management plan makes a good faith effort to address the requirements set forth in subdivision (c).

(E) The department shall approve long-range property management plans as expeditiously as possible.

(F) Actions to implement the disposition of property pursuant to an approved long-range property management plan shall not require review by the department.

Note: HSC § 34191.2 does not exist and therefore is not included above.

Exhibit C – DOF Finding of Completion

DEPARTMENT OF FINANCE

EDMUND G. BROWN JR. • GOVERNOR
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

October 18, 2013

Mr. Hector Rodriguez, City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Dear Mr. Rodriguez:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Cudahy Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).

- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

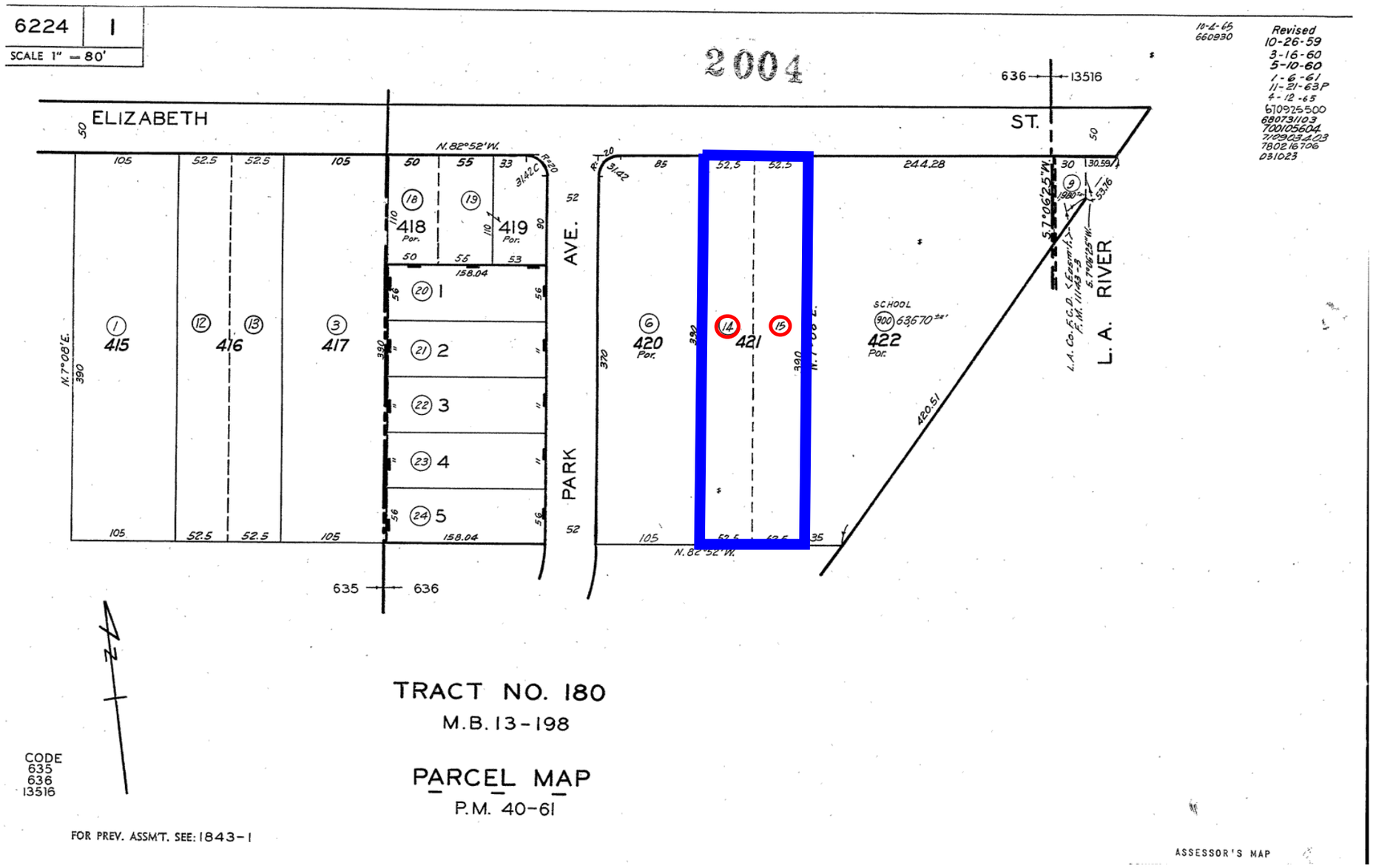
cc: Ms. Angela Bustamante, City Clerk, City of Cudahy
Ms. Kristina Burns, Manager, Los Angeles County Department of Auditor-Controller
California State Controller's Office

Exhibit D – Resolution of the Oversight Board

Exhibit E – Resolution of the Successor Agency

Exhibit F – Assessor Parcel Maps

SITE NO. 1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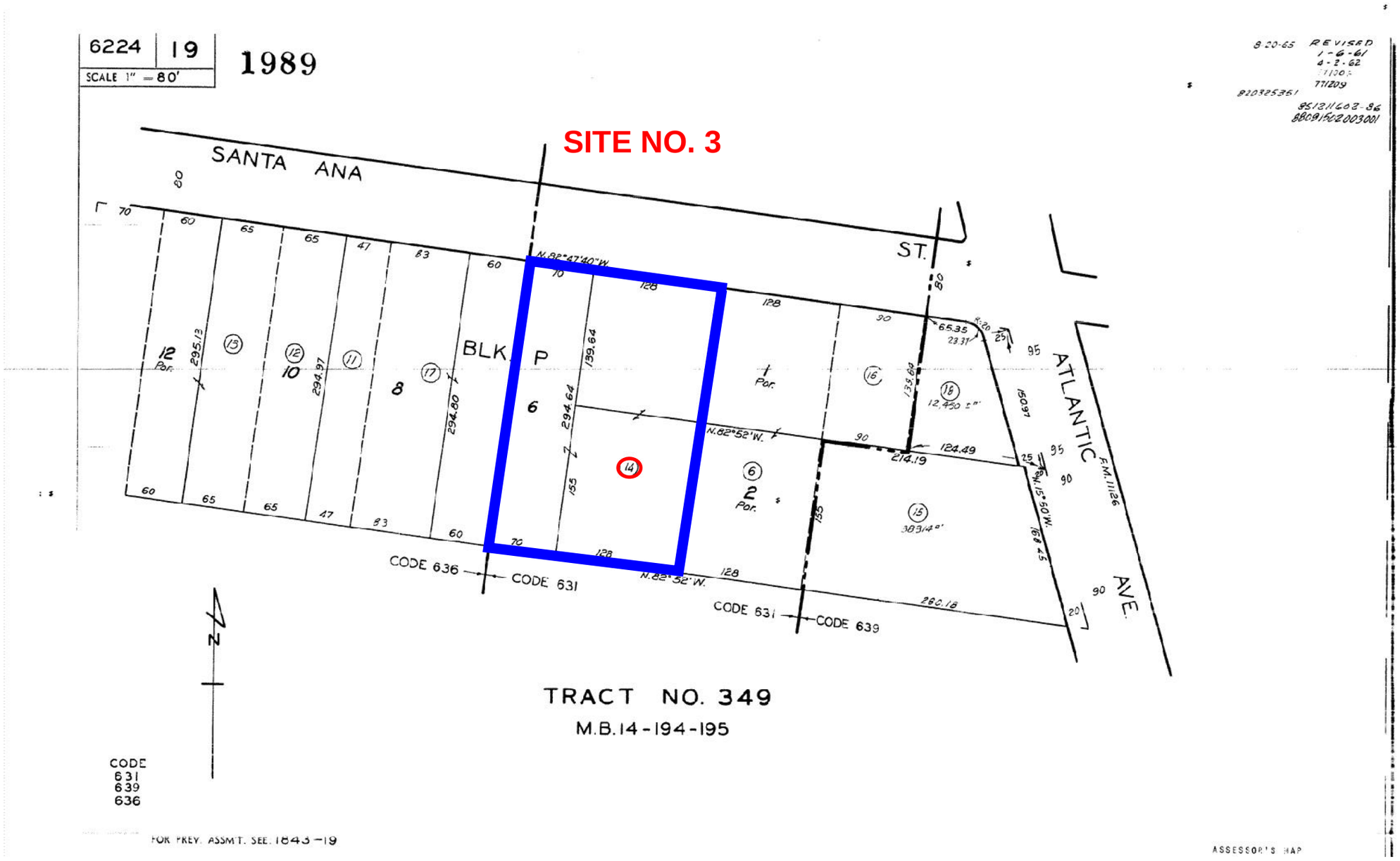
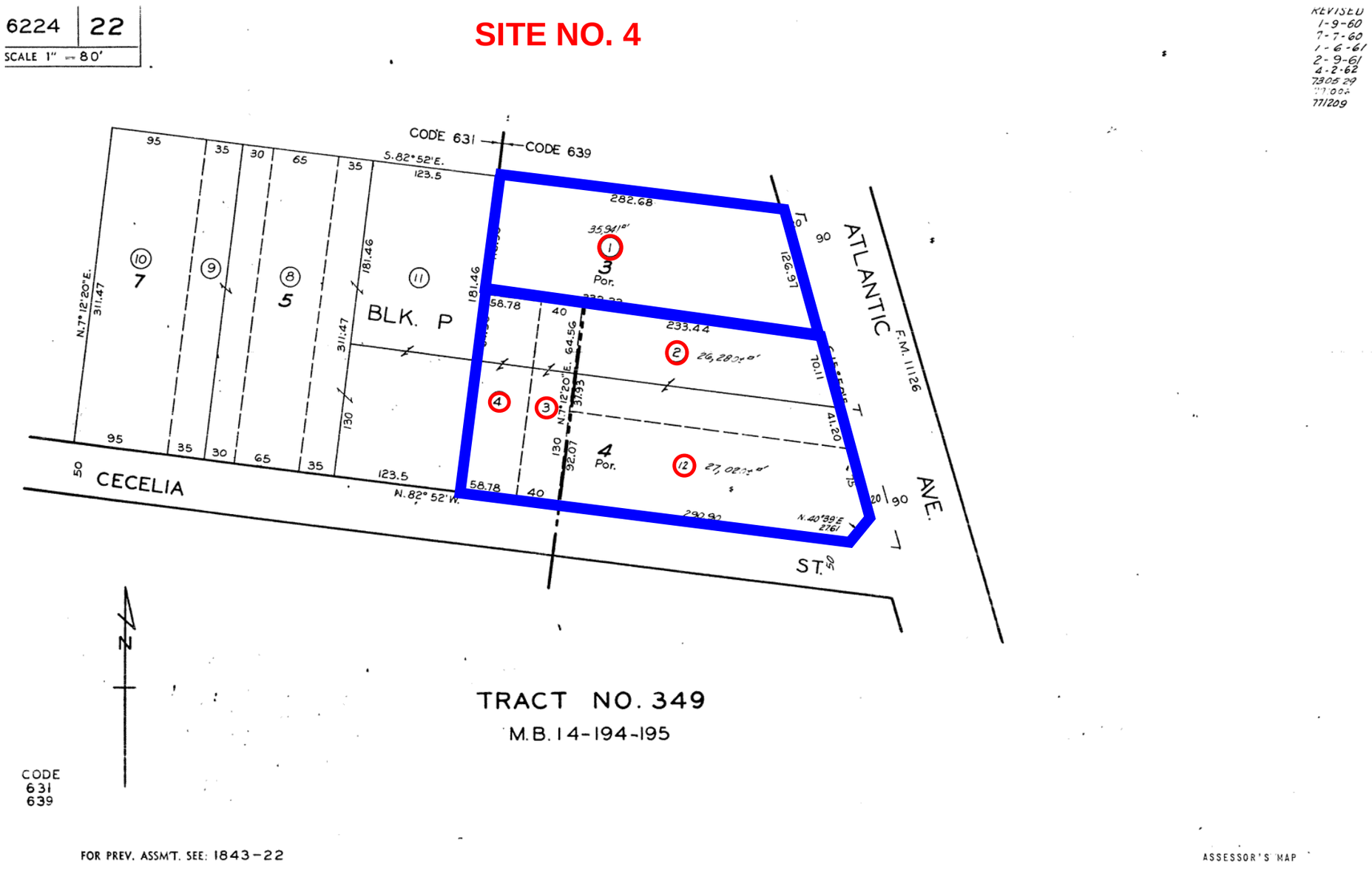
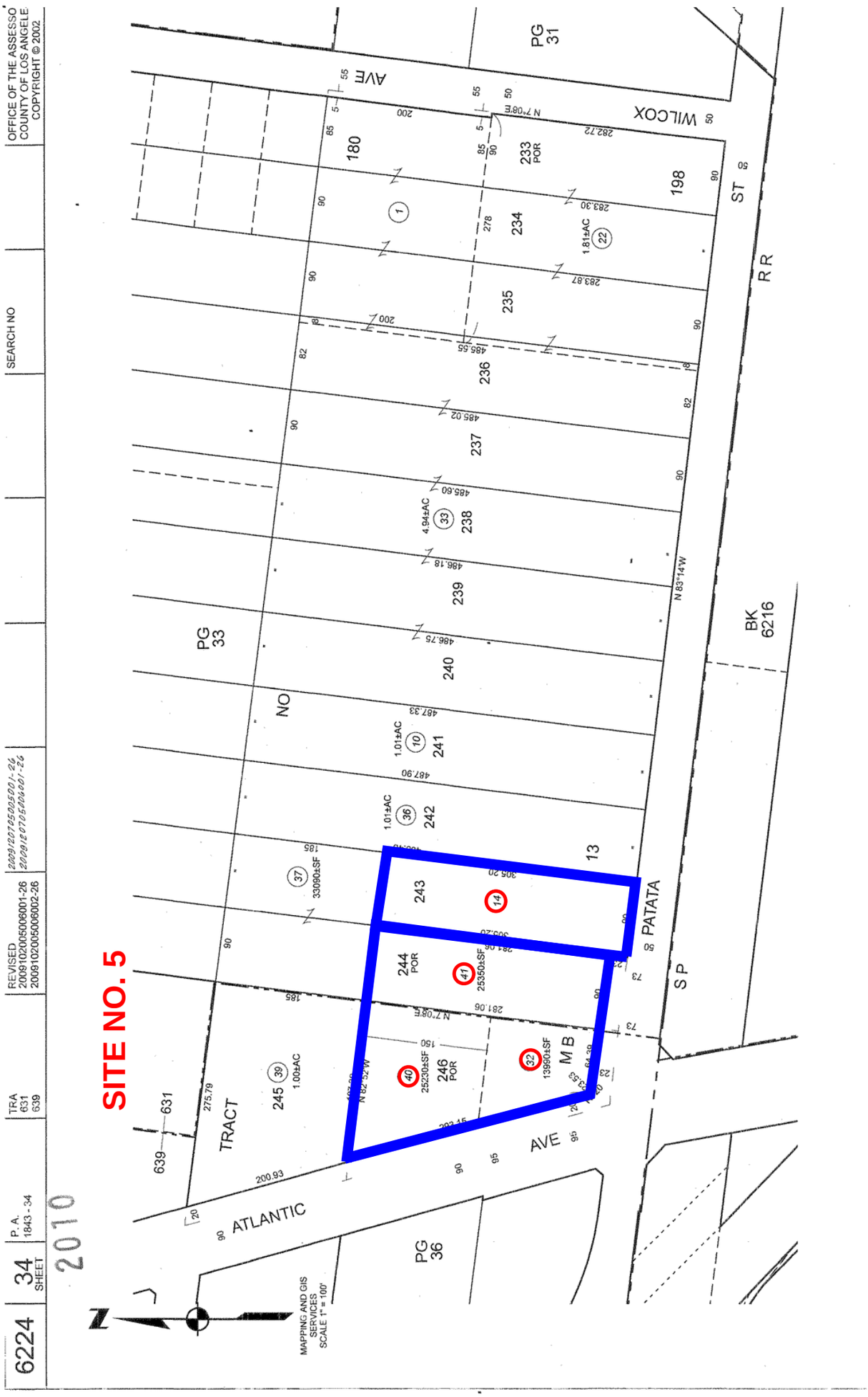
CODE
635
636
13516
FOR PREV. ASSM'T. SEE: 1843-1
ASSESSOR'S MAP

SITE NO. 2
OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
COPYRIGHT © 2002
SEARCH NO
REVISED
2008062305004001-26
TRA
631 639
635
P. A.
1843 - 18
18
SHEET 1
6224
2013
MAPPING AND GIS
SERVICES
SCALE 1" = 80'
SANTA ANA
AVE
ATLANTIC
TRACT
NO
C-TRACT
M B
SHEET 2
SEE SHEET 3
FOR PROPERTY ASSESSMENT
FUTURE ST
PG 10
PG 17
PG 26
PG 19
FM 1126
COUNTY
E LN W 1/2
N 7°08'E
S 15°50'E
635
631
639
180
188
187
186
185
190
189
198
13
6
7
68
69
70
71
7221 SF
6305 SF
16866 SF
1304 SF
11674 SF
33409 SF
3156
1008


6224 19
SCALE 1" = 80'
1989
SITE NO. 3
SANTA ANA
ST.
ATLANTIC
AVE.
BLK P
6
8
10
12 Por.
1 Por.
2 Por.
14
CODE 636
CODE 631
CODE 639
TRACT NO. 349
M.B. 14-194-195
CODE
631
639
636
FOR PREV. ASSM'T. SEE. 1843-19
ASSESSOR'S MAP


6224 22
SCALE 1" = 80'
SITE NO. 4
REVISED
1-9-60
7-7-60
1-6-61
2-9-61
4-2-62
7305 29
771209
CODE 631
CODE 639
S.82°52'E.
123.5
282.68
35.94±a
1
3
Por.
126.97
90
ATLANTIC
F.M. 11126
AVE.
ST.
CECELIA
N.82° 52'W.
N.7° 12'20"E.
311.47
181.46
BLK. P
58.78
40
64.56
233.44
2
26.28±a
70.11
41.20
4
Por.
12
27.02±a
92.07
130
292.90
N.40°39'E
217.61
95
35
30
65
35
7
5
10
9
8
11
3
4
TRACT NO. 349
M.B. 14-194-195
CODE
631
639
FOR PREV. ASSM'T. SEE: 1843-22
ASSESSOR'S MAP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COUNTY OF LOS ANGELES
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SEARCH NO
REVISED
2009102005006001-26
2009102005006002-26
2009120705005001-26
2009120705006001-26
TRA
631
639
P. A.
1843 - 34
34
SHEET
6224
2010
SITE NO. 5
WILCOX
AVE
ST
R R
S P
PATATA
ATLANTIC
AVE
TRACT
M B
NO
PG 31
PG 33
PG 36
BK 6216
180
198
233 POR
234
235
236
237
238
239
240
241
242
243
244 POR
245
246 POR
13
631
639
1
22
33
10
36
37
14
41
32
40
39
1.81±AC
4.94±AC
1.01±AC
1.01±AC
33090±SF
25350±SF
13990±SF
25230±SF
1.00±AC
N 7°08'E
N 83°14'W
N 82°52'W
MAPPING AND GIS SERVICES
SCALE 1" = 100'

SITE NO. 6
TRACT
O
PG 12
PG 21
180
103 POR
102 POR
104 POR
198
13
M B
CLARA
ST
ATLANTIC
AVE
BK 6225
FM 1126
CSB 1327
639
634
19366 SF
8530 SF
7514 SF
8770 SF
11650±SF
N 82°52'W
248.98
320.41
288.85
195.38
243.25
135.84
74.43
52.50
92.50
97.50
62.50
49.50
30.57
103.11
2013
MAPPING AND GIS SERVICES
SCALE 1" = 60'
6226
22
SHEET
P. A. 1842-22
TRA 634 639
REVISED 720922002 771021
20100302100020 04-26
20120425120230 01-26
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COUNTY OF LOS ANGELES
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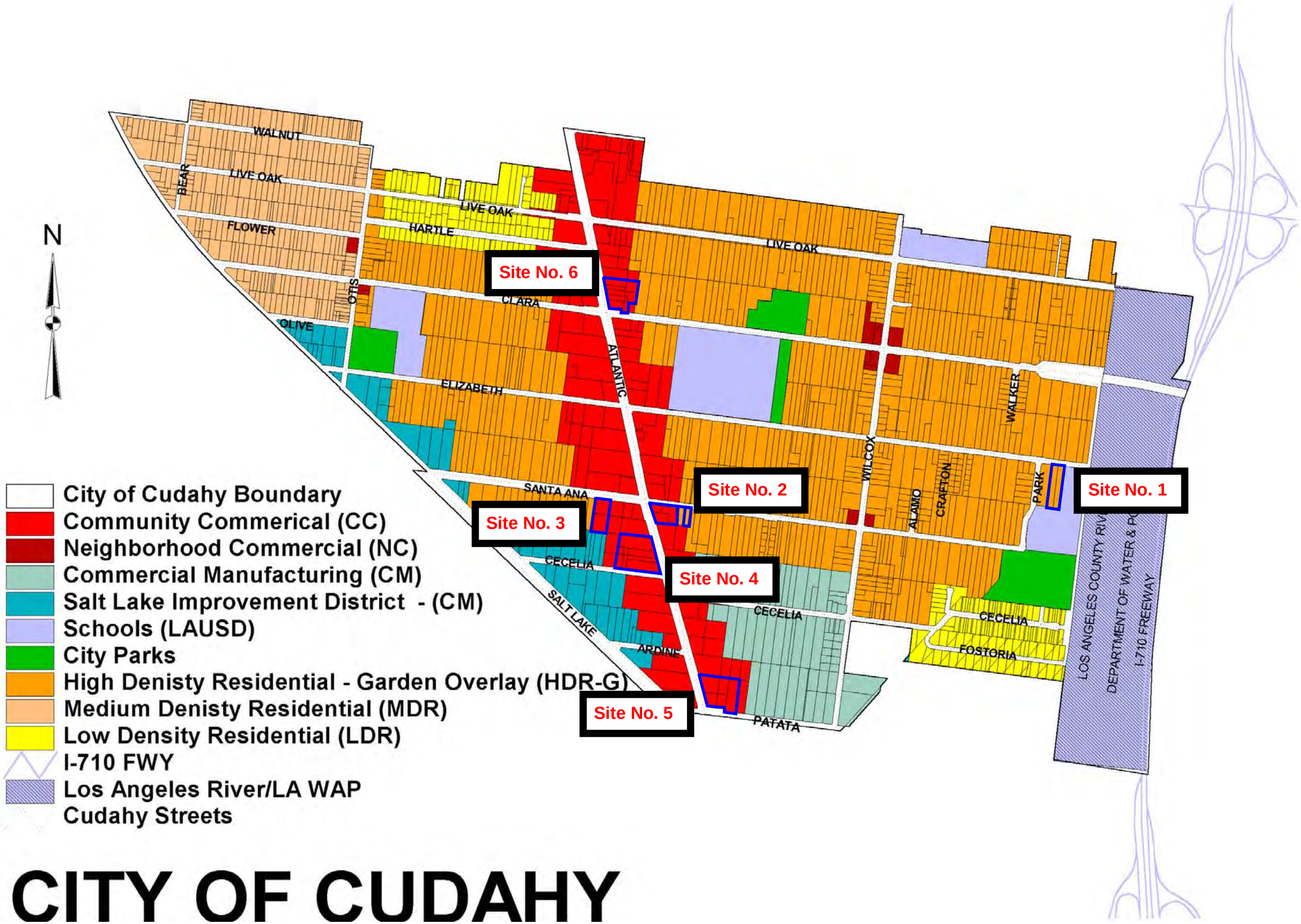
SEARCH NO

Exhibit G – Zoning Information


N
WALNUT
LIVE OAK
BEAR
FLOWER
HARTLE
LIVE OAK
LIVE OAK
OTIS
CLARA
OLIVE
ELIZABETH
ATLANTIC
WILCOX
WALKER
ALAMO
CRAFTON
PARK
SANTA ANA
CECELIA
SALT LAKE
ARDINE
CECELIA
CECELIA
FOSTORIA
PATATA
LOS ANGELES COUNTY RIV
DEPARTMENT OF WATER & P
I-710 FREEWAY
Site No. 1
Site No. 2
Site No. 3
Site No. 4
Site No. 5
Site No. 6
City of Cudahy Boundary
Community Commerical (CC)
Neighborhood Commercial (NC)
Commercial Manufacturing (CM)
Salt Lake Improvement District - (CM)
Schools (LAUSD)
City Parks
High Denisty Residential - Garden Overlay (HDR-G)
Medium Denisty Residential (MDR)
Low Density Residential (LDR)
I-710 FWY
Los Angeles River/LA WAP
Cudahy Streets
CITY OF CUDAHY

LRPMP	**Address**	**NEW APN#**	**OLD APN#**
Site 1	5256 Ellizabeth	6224-001-901	6224-001-014
Site 1	5260 Elizabeth	6224-001-902	6224-001-015
Site 2	8100 Atlantic Blvd	6224-018-912	6224-018-068
Site 2	4720 Santa Ana Street	6224-018-913	6224-018-069
Site 2	Behind 4720	6224-018-914	6224-018-070
Site 2	8110 Atlantic Blvd	6224-018-915	6224-018-071
Site 2	4734 Santa Ana Street	6224-018-911	6224-018-008
Site 3	4610 Santa Ana Street	6224-019-900	6224-019-014
Site 4	8135 Atlantic Ave	6224-022-900	6224-022-01
Site 4	4629 Cecelia Street	6224-022-904	6224-022-04
Site 4	8201 Atlantic Avenue	6224-022-901	6224-022-02
Site 4	4633 Cecelia Street	6224-022-902	6224-022-03
Site 4	8221 Atlantic Avenue	6224-022-903	6224-022-12
Site 5	4819 Patata Street	6224-034-900	6224-034-14
Site 5	8420 Atlantic (South)	6224-034-901	6224-034-32
Site 5	8420 Atlantic (North)	6224-034-902	6224-034-40
Site 5	Behind 8420	6224-034-903	6224-034-41
Site 6	4613 Clara Street	6226-022-911	6226-022-002
Site 6	7630 Atlantic Avenue	6226-022-910	6226-022-019
Site 6	7630 Atlantic Avenue	6226-022-909	6226-022-020
Site 6	7660 Atlantic Avenue	6226-022-910	6226-022-008
Site 6	adjacent 7644 & 7638	6226-022-904	6226-022-021
Site 6	7638 Atlantic Avenue	6226-022-906	6226-022-023
Site 6	7644 Atlantic Avenue	6226-022-905	6226-022-022
Site 6	adjacent 7644 & 7638	6226-022-907	6226-022-024