CityofDowney

## Tuesday, January 27, 2026

## CITY COUNCIL MEETING

### CITY COUNCIL

MAYOR
CLAUDIA M. FROMETA

MAYOR PRO TEM
HORACIO ORTIZ

COUNCIL MEMBERS
DOROTHY PEMBERTON
HECTOR SOSA
MARIO TRUJILLO

Regular Meeting
5:30 p.m. - Closed Session
6:30 p.m. - Open Session

Council Chambers
11111 Brookshire Avenue
Downey, CA 90241

*Notice regarding Public Comment: In order to ensure that limited English proficiency speakers receive the same opportunity to directly address the City Council, the City of Downey will continue to follow Government Code Section 54954.3(b)(2) and provide limited English proficiency speakers double the allotted time to make their public comments utilizing a translator during public meetings of the City Council. All other speakers will be given the allotted 3-minute speaking time for public hearing and closed session items, and one 3-minute speaking time for agenda, consent calendar and non-agenda items established by the Downey Municipal Code. To request oral language interpretation at a City Council meeting contact the City Clerk's Office at (562) 904-7280, 48-hours in advance of the meeting.*

### CALL TO ORDER THE REGULAR CITY COUNCIL MEETING – CLOSED SESSION - 5:30 P.M.

### ROLL CALL

Council Members Pemberton, Sosa, Trujillo, Mayor Pro Tem Ortiz, Mayor Frometa

### PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS

Persons wishing to address the City Council on any item on the Closed Session Agenda items may do so at this time. Please limit your comments to no more than three (3) minutes, unless otherwise limited by the Mayor for good cause including number of speakers, as permitted by the City's meeting rules.

### RECESS TO A CLOSED SESSION OF THE CITY COUNCIL UNDER THE FOLLOWING AUTHORITIES:

1. Government Code Section 54957.6 - Conference with labor negotiator James McQueen, Director of Human Resources re: direction for labor negotiations with Downey City Employees' Association - Maintenance Unit, Downey City Employees' Association - Miscellaneous Unit, Downey Fire Management Association, Downey Police Officers' Association and Downey Public Safety Auxiliary Association.

## RECONVENE AND ANNOUNCE CLOSED SESSION ACTION

## CALL TO ORDER THE REGULAR CITY COUNCIL MEETING - OPEN SESSION - 6:30 P.M.

## ROLL CALL

Council Members Pemberton, Sosa, Trujillo, Mayor Pro Tem Ortiz, Mayor Frometa

## INVOCATION

Art Reyes, Senior Pastor, Calvary Chapel Downey

## FLAG SALUTE

Girl Scout Troop No. 71453

## CITY COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETING REPORTS

## CITY MANAGER/STAFF MEMBER COMMENTS

## PRESENTATIONS

1. Mayor's Legacy Award to the Downey Rose Float Association for winning the Founder's Trophy at the 137th Tournament of Roses Parade.

2. Presentation of City Pins to the 2026 Miss Downey Court.

## PUBLIC HEARINGS

1. ADOPTION OF ORDINANCES ADOPTING THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE AND LOCAL AMENDMENTS THERETO BASED UPON CLIMATIC, TOPOGRAPHICAL, AND GEOLOGICAL CONDITIONS

That the City Council:

1) Adopt Ordinance No. 26-1535, Repealing and Recasting Chapter 1 (Downey Building Code) of Article VIII (Building Regulations) of the Downey Municipal Code; Adopting by Reference the 2025 California Building Standards Code (California Code of Regulations, Title 24, Incorporating and Amending the 2024 International Building Code) – Including Appendix H; and Making Certain Local Additions and Amendments Thereto;

2) Adopt Ordinance No. 26-1536, Repealing and Recasting Section 8730 (Grading Regulations) of Chapter 8 (Floodplain Management, Grading and Paving) of the Downey Municipal Code and Adding a New Section 8730 (Downey Grading Regulations) to Chapter 8 (Floodplain Management, Grading and Paving) of the Downey Municipal Code by Adopting by Reference Appendix J of the 2025 California Building Code (California Code of Regulations, Title 24, Part 2); and Making Certain Local Amendments Thereto;

3) Adopt Ordinance No. 26-1537, Repealing and Recasting Chapter 13 (Downey Residential Code) of Article VIII (Building Regulations) of the Downey Municipal Code; Adopting by Reference the 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5) and Appendices BB, BF, BG, And C1; and Making Certain Local Additions and Amendments Thereto;

4) Adopt Ordinance No. 26-1538, Amending Chapters 3, 4, 5, and 6 of Article III of the Downey Municipal Code and Adopting by Reference the 2025 California Fire Code (California Code of Regulations, Title 24, Part 9), Including Appendices A Through O, Together with Certain Additions, Insertions, Deletions and Changes Thereto, for the Purpose of Prescribing Regulations Governing Conditions Hazardous to Life and Property from Fire or Explosion; and Adopting Chapter 6.95 of Division 20 of the California Health and Safety Code for the Purpose of Prescribing Regulations Governing Conditions Hazardous to Life and Property from the Handling, Use, Storage or Release of Hazardous Materials or Hazardous Waste; and,

5) Adopt Ordinance No. 26-1539, Adopting the 2025 Editions of the California Electrical Code, California Mechanical Code, California Plumbing Code, California Historical Building Code, California Green Building Standards Code, California Energy Code, California Existing Building Code, and California Referenced Standards Code (as Set Forth in California Code of Regulations Title 24); and Amending Downey Municipal Code Article VIII (“Building Regulations”), Chapters 2, 3, 4, 9, 11, 12, 15, and 16 Accordingly.

## PUBLIC COMMENT ON AGENDA, CONSENT CALENDAR, AND NON-AGENDA ITEMS

This portion provides an opportunity for the public to address the City Council on agenda, consent calendar and items not listed on the agenda within the jurisdiction of the City Council. It is requested, but not required, that you state your name, address and subject matter upon which you wish to speak. Please limit your comments to no more than three (3) minutes, unless otherwise limited by the Mayor for good cause including number of speakers, as permitted by the City’s meeting rules. The total public comment period is limited to 30 minutes. Pursuant to the Brown Act, no discussion or action, other than a brief response, referral to the City Manager/staff or schedule for a subsequent agenda, shall be taken by the City Council/Agency on any issue brought forth under this section.

## CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a City Council Member requests an item be removed. Removed items will be considered following approval of the Consent Calendar.

2. APPROVAL OF COUNCIL MEETING MINUTES:

Regular Meetings of September 9, 2025 and December 9, 2025.

3. APPROVAL OF WARRANTS ISSUED

Warrant Nos. 395676-396170; Payroll Wire Nos. 30004664-30004667; 30004651; 30004656; 30004660; EFT Nos. 15437-15501; and, Manual Wire Nos. 2780-2786, in the total amount of $ 6,719,402.04.

4. APPROVAL OF A CONTRACT WITH POSITIVE ENERGY, INC. FOR DESIGN, PROCUREMENT, AND INSTALLATION OF FAST CHARGING ELECTRIC VEHICLE (EV) STATIONS RELATED TO CAPITAL IMPROVEMENT PROGRAM (CIP) NO. 22-06, ELECTRIC VEHICLE CHARGING STATIONS, PHASE 3 PROJECT

That the City Council:

1) Approve a public works contract agreement with Positive Energy, Inc. in the amount of $1,443,575 and a five percent project contingency in the amount of $75,425 for design procurement and installation of five dual-port, Level 3 fast charging stations at the Civic Center;

2) Appropriate $560,000 in grant funds to the Electric Vehicle Charging Stations, Phase 3 Project, CIP No. 22-06 for the Fast 2.0 Charging for all Californians grant from the California Energy Commission; and,

3) Authorize the Mayor to sign the agreement, and authorize the City Manager to execute all amendments to the agreement.

5. APPROVAL OF A CONTRACT WITH F.M. THOMAS AIR CONDITIONING, INC. FOR THE UPGRADING OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM INCLUDING CONTROLS AT THE MCCAUGHAN GYMNASIUM, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 26-16

That the City Council:

1) Approve a public works contract agreement with F.M. Thomas Air Conditioning, Inc. in the amount of $390,121 and a five percent project contingency in the amount of $19,506 for the upgrade of the HVAC system at the McCaughan Gymnasium Facility; and,

2) Authorize the City Manager to execute all amendments to the agreement.

6. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE DOWNEY CHAMBER OF COMMERCE

That the City Council:

1) Approve the Professional Services Agreement with the Downey Chamber of Commerce to promote civic and business services for a total contract amount of $35,000; and,

2) Authorize the City Manager, or his designee, to execute the agreement with the Downey Chamber of Commerce, including any non-substantive extensions and/or amendments.

7. APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT WITH COMMUNITY LEGAL AID SOCAL FOR TWO ADDITIONAL "KNOW YOUR RIGHTS" WORKSHOPS

That the City Council:

Authorize the City Manager to execute Amendment No. 1, to an agreement with Community Legal Aid SoCal that increases the total allotted monies from $10,000 to $15,000 for an additional two "Know Your Rights" workshops.

8. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH RKA CONSULTING GROUP FOR VARIOUS ROADWAY REHABILITATION PROJECTS

That the City Council:

1) Approve a professional services agreement with RKA Consulting Group, Incorporated in the amount of $770,480 for design of various roadway rehabilitation projects; and

2) Authorize the City Manager, or his designee, to execute any non-substantive extensions, change orders, purchase orders, and amendments up to the authorized budget amount for the professional services agreement with RKA Consulting Group, Inc.

9. APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY FIREMEN’S ASSOCIATION

That the City Council:

Adopt Resolution No. 26-8330, approving the Memorandum of Understanding (MOU) between the City of Downey and the Downey Firemen's Association (DFA) - (January 1, 2026 – December 31, 2029).

10. APPOINTMENT TO THE PUBLIC WORKS COMMITTEE FOR COUNCIL DISTRICT 5

That the City Council:

Adopt Resolution No. 26-8331, approving the appointment of Jennifer M. Alvarez to the Public Works Committee for Council District 5.

11. APPOINTMENT TO THE PUBLIC WORKS COMMITTEE FOR COUNCIL DISTRICT 5

That the City Council:

Adopt Resolution No. 26-8332, approving the appointment of David Valadez to the Public Works Committee for Council District 5.

12. APPOINTMENT TO THE RECREATION AND COMMUNITY SERVICES COMMISSION FOR COUNCIL DISTRICT 5

That the City Council:

Adopt Resolution No. 26-8333, approving the appointment of Lissette Rivera to the Recreation and Community Services Commission for Council District 5.

13. INTRODUCTION OF AN ORDINANCE APPROVING THE EIGHTH AMENDMENT TO THE I-5 CONSORTIUM CITIES JOINT POWERS AGREEMENT

That the City Council:

Introduce an ordinance approving the eighth amendment to the Interstate 5 Consortium Cities Joint Powers Agreement.

14. APPROVAL OF THE FISCAL YEAR 2026-2027 BUDGET CALENDAR

That the City Council:

Approve the Budget Calendar for the Fiscal Year 2026-2027 Budget.

15. 2026 CITY OF DOWNEY LEGISLATIVE PLATFORM

That the City Council:

1) Adopt the 2026 Legislative Platform; and,

2) Authorize the Mayor (or Mayor Pro Tem in the Mayor's absence) to sign policy and position letters within the guidelines of the platform.

16. AUTHORIZATION OF A STREET CLOSURE REQUEST - 14TH ANNUAL 5K FOR THE TRUE LASTING CONNECTIONS FAMILY RESOURCE CENTER EVENT

That the City Council:

Authorize the following street closures for the Annual 5k for the True Lasting Connections Family Resource Center event scheduled for Saturday, February 28, 2026, for the following streets:

Rives Avenue between Hondo Street and Leeds; and,
Quill Drive between Old River School Road and Morning Avenue, on Richeon Avenue between Quill Drive and Hondo Street.

## ADMINISTRATIVE REPORTS

17. DISCUSSION REGARDING A CAT SPAY AND NEUTER REBATE PROGRAM

That the City Council:

Receive an update regarding SEAACA's Cat Spay and Neuter Programs and consider staff's recommendation to have SEAACA continue and expand its Cat spay and neuter programs based on recent information gathered from SEAACA.

## ADJOURNMENT

In memory of the Apollo 1 Astronauts; the STS-51-L Challenger Space Shuttle Crew; and, the STS-107 Columbia Space Shuttle Crew.

## FUTURE COUNCIL REQUESTED ITEMS

1. Reimbursement options for outside meetings/conference – (M. Trujillo)
2. Options for limiting live music at residential properties – (D. Pemberton)
3. Research a Talent Show for Downey – (M. Trujillo)
4. Study adding crosswalks at Castana Ave. near Golden Park – (H. Ortiz)
5. Traffic survey on Cecilia St. from Pangborn Ave. to Woodruff Ave. – (H. Sosa)
6. Review CUP fee structure for small businesses in Downey – (H. Sosa)
7. Conduct speed survey on Fontana St. between Brookshire Ave. and Patton Rd. – ( H. Ortiz)
8. Traffic Study for crosswalks by Furman Park – (D. Pemberton)
9. Conduct a survey of traffic signs and stop signs along Brookshire Ave. – (H. Ortiz)

Supporting documents are available at: City Hall-City Clerk's Department, 11111 Brookshire Avenue, Monday – Friday, 7:30 a.m. – 5:30 p.m. Video streaming of the meeting is available on the City's website. In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in this meeting, complete the City's Title II ADA Reasonable Accommodation Form located on the City's website and at City Hall - City Clerk's Department, 11111 Brookshire Avenue, Monday – Friday, 7:30 a.m. – 5:30 p.m., and submit to the City Clerk's Department or contact **(562) 904-7280** or TTY 7-1-1, **48 business hours prior to the City Council meeting**.

The City of Downey prohibits discrimination on the basis of disability in any of its program and services. For questions, concerns, complaints, or for additional information regarding the ADA, contact the City's ADA/Section 504 Coordinator at ADACoordinator@downeyca.org: Phone: (562) 299-6619; or TTY at 7-1-1.

In compliance with Title VI of the Civil Rights Act, the City of Downey prohibits discrimination of any person in any of its program and services. If written language translation of City agendas or minutes, or for oral language interpretation at a City meeting is needed, contact the City Clerk's Office at (562) 904-7280, or (562) 299-6619, **48 business hours prior to the meeting.**

En cumplimiento con el Título VI de la Ley de Derechos Civiles, la Ciudad de Downey prohíbe la discriminación de cualquier persona en todos sus programas y servicios. En caso de necesitar una traducción escrita de las órdenes del día o las actas de las reuniones de la ciudad, o para solicitar un intérprete oral para una reunión de la ciudad, comuníquese a la oficina de la secretaria de la Ciudad al (562) 904-7280, o al (562) 299-6619, en el horario de atención comercial, **48 horas antes de la reunión.**

I, Maria Alicia Duarte, CMC, City Clerk, City of Downey, do hereby certify, under penalty of perjury under the laws of the State of California that the foregoing notice was posted pursuant to Government Code Section 54950 Et. Seq., at the following locations: Downey City Hall, Downey City Library, and Barbara J. Riley Community and Senior Center.

Maria Alicia Duarte, CMC, City Clerk

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**To view the livestream of the Regular Meeting at 6:30 p.m.:**

**Zoom Teleconference:** (888) 788-0099 or (877) 853-5247

**Meeting ID:** 842 8892 3601

**Link:** https://us06web.zoom.us/j/84288923601

**YouTube:** https://www.youtube.com/c/DowneyCityCouncilMeetings

*Members of the public wishing to submit written public comment can do so by sending an email to ccpubliccomment@downeyca.org or by submitting their written comments to the City Clerk's Office in person no later than 2:00 p.m. on the day of the meeting.*

***Note: All written public comments received shall become public record as defined under the California Public Records Act.***

**To view the recording of the City Council Meeting at a later time:**
https://www.youtube.com/@cityofdowneycouncilmeetings/streams

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*Date Posted: January 22, 2026*

CityofDowney

Item No. 1.

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| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **ANTHONY HILDEBRAND, FIRE CHIEF**<br>**IRMA HUITRON, DIRECTOR OF COMMUNITY DEVELOPMENT** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **ADOPTION OF ORDINANCES ADOPTING THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE AND LOCAL AMENDMENTS THERETO BASED UPON CLIMATIC, TOPOGRAPHICAL, AND GEOLOGICAL CONDITIONS** |

## EXECUTIVE SUMMARY

The City Council will adopt five (5) Ordinances that would adopt the entirety of the 2025 Edition of the California Building Standards Code (as contained in Title 24 of the California Code of Regulations), as well as the local amendments to the California Building Code, Residential Code, and Fire Code that are reasonably necessary because of local climatic, topographic, or geologic conditions and are substantially equivalent to modifications previously approved by this Council. No amendments are being proposed to other parts of the California Building Standards Code.

## RECOMMENDATION

That the City Council adopt the following Ordinances:

1. Adopt Ordinance No. 26-1535, Repealing and Recasting Chapter 1 (Downey Building Code) of Article VIII (Building Regulations) of the Downey Municipal Code; Adopting by Reference the 2025 California Building Standards Code (California Code of Regulations, Title 24, Incorporating and Amending the 2024 International Building Code) – Including Appendix H; and Making Certain Local Additions and Amendments Thereto;

2. Adopt Ordinance No. 26-1536, Repealing and Recasting Section 8730 (Grading Regulations) of Chapter 8 (Floodplain Management, Grading and Paving) of the Downey Municipal Code and Adding a New Section 8730 (Downey Grading Regulations) to Chapter 8 (Floodplain Management, Grading and Paving) of the Downey Municipal Code by Adopting by Reference Appendix J of the 2025 California Building Code (California Code of Regulations, Title 24, Part 2); and Making Certain Local Amendments Thereto;

3. Adopt Ordinance No. 26-1537, Repealing and Recasting Chapter 13 (Downey Residential Code) of Article VIII (Building Regulations) of the Downey Municipal Code; Adopting by Reference the 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5) and Appendices BB, BF, BG, And C1; and Making Certain Local Additions and Amendments Thereto;

4. Adopt Ordinance No. 26-1538, Amending Chapters 3, 4, 5, and 6 of Article III of the Downey Municipal Code and Adopting by Reference the 2025 California Fire Code (California Code of Regulations, Title 24, Part 9), Including Appendices A Through O, Together with Certain Additions, Insertions, Deletions and Changes Thereto, for the Purpose of Prescribing Regulations Governing Conditions Hazardous to Life and Property from Fire or Explosion; and Adopting Chapter 6.95 of Division 20 of the California Health and Safety Code for

the Purpose of Prescribing Regulations Governing Conditions Hazardous to Life and Property from the Handling, Use, Storage or Release of Hazardous Materials or Hazardous Waste; and,

5. Adopt Ordinance No. 26-1539, Adopting the 2025 Editions of the California Electrical Code, California Mechanical Code, California Plumbing Code, California Historical Building Code, California Green Building Standards Code, California Energy Code, California Existing Building Code, and California Referenced Standards Code (as Set Forth in California Code of Regulations Title 24); and Amending Downey Municipal Code Article VIII ("Building Regulations"), Chapters 2, 3, 4, 9, 11, 12, 15, and 16 Accordingly.

**BACKGROUND**

The California Building Standards Commission (hereinafter the "Building Standards Commission") is an independent commission within the State Consumer Services Agency responsible for reviewing, adopting, and publishing building standards for the State of California to set minimum standards for building design and construction throughout California, covering such issues as structural integrity, fire safety, energy efficiency, and accessibility. The Building Standards Commission adopts and publishes a compilation of updated building regulations every three years, and they become effective throughout the State six (6) months after publication.

The entirety of these regulations are contained within Title 24 of the California Code of Regulations, and although commonly referred to collectively as the "Building Standards Code", are composed of the following thirteen (13) parts:

- California Administrative Code;
- California Building Code;
- California Residential Code;
- California Electrical Code;
- California Mechanical Code;
- California Plumbing Code;
- California Energy Code;
- California Wildland-Urban Interface Code
- California Historical Building Code;
- California Fire Code
- California Existing Building Code;
- California Green Building Standards Code; and,
- California Referenced Standards Code.

The 2025 Edition of the Building Standards Code became effective on January 1, 2026, throughout the State – including the City of Downey, without the need for any action by the local governments, and the regulations therein apply to any project submitted for plan check thereafter. Notwithstanding Downey City Council's adoption of local amendments to the prior edition of the Building Standards Code, the City Council must enact any desired amendments to the 2025 edition for them to be effective.

Pursuant to California Government Code § 50022.3, these building and fire codes were brought before the City Council for a first reading on January 13, 2026. At this meeting, the ordinances referenced above were introduced, and a public hearing was scheduled for the January 27, 2026, City Council meeting. The January 27, 2026, public hearing constitutes the second reading. At the conclusion of the public hearing, the code adoption procedure is complete after the City Council adopts the attached ordinances.

**DISCUSSION**

The State of California enacts building standards every three (3) years that are applicable throughout the State – however, local jurisdictions are explicitly authorized pursuant to California Health & Safety Code Sections 17958.5, 17958.7, and 18941.5 to make amendments to the State standards. Although no justification is needed to amend "administrative standards", any amendments to "building standards" must be reasonably necessary and expressly justified based upon local climatic, geological, or topographical conditions with each cycle of the State's Building Standards Code.

On June 30, 2025, the Governor approved California Assembly Bill 130 ("AB 130"), which, amongst other actions, amended the Health & Safety Code to prohibit local jurisdictions from making any modifications to the California Building Standards between October 1, 2025 and June 1, 2031, that affect residential units unless at least one of several specified conditions exist – including a finding that the local amendments are "substantially equivalent" to prior modifications that were filed by the governing body of the local jurisdiction and that were in effect as of September 30, 2025.

In addition to adopting the 2025 Building Standards Code, Staff is also proposing local amendments to certain administrative standards of the Building Standards Code, as well as amendments to building and fire standards set forth in the Building Code (including the grading regulations contained in Appendix J), Residential Code, and Fire Code that are reasonably necessary due to the climatic, geological, and topographical conditions present in the City of Downey and County of Los Angeles. These amendments continue Downey's well-established goal of safeguarding the public health, safety, and welfare by amending the Building Standards Code to enact administrative and other regulatory standards to address local climatic conditions (including high temperatures, low precipitation, extreme winds, and insufficient water supply), topographical conditions, and seismic conditions. The enactment of the recommended amendments to the 2025 Building Standards Code – which are substantially equivalent to those amendments previously adopted by the City Council in connection with the 2022 Building Standards Code, further provides clear and consistent direction to designers, contractors, and property owners, as well as ensuring continuity for the enforcement of all portions of the building and fire standards in the City.

Staff recommends the adoption of Ordinance Nos. 26-_____ through 26-_____ as such action is necessary in order to fully adopt the 2025 Edition of the California Building Standards Code (including the Building Code, Residential Code, and Fire Code) with the local amendments that establish the Downey Municipal Code.

**CITY COUNCIL PRIORITIES**

Economic Vibrancy

Quality of Life, Safety, & Infrastructure

**FISCAL IMPACT**

There is no immediate fiscal impact.

**Attachments**

Attachment A_Ordinance No. 26-1535 - 2025 CA Building Code.pdf
Attachment B_Ordinance No. 26-1536 - DMC 8730 - 2025 CA Building Code Appendix J.pdf
Attachment C_Ordinance No. 26-1537 - 2025 CA Residential Code.pdf
Attachment D_Ordinance No. 26-1538 - 2025 CA Fire Code.pdf
Attachment E_Ordinance No. 26-1539 - 2025 CA Building Standards-No Amendments.pdf

**ORDINANCE NO. 26-1535**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY REPEALING AND RECASTING CHAPTER 1 (DOWNEY BUILDING CODE) OF ARTICLE VIII (BUILDING REGULATIONS) OF THE DOWNEY MUNICIPAL CODE; ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCORPORATING AND AMENDING THE 2024 INTERNATIONAL BUILDING CODE) – INCLUDING APPENDIX H; AND MAKING CERTAIN LOCAL ADDITIONS AND AMENDMENTS THERETO**

**WHEREAS,** pursuant to Government Code Section 50022.1 et seq., the City of Downey (the "City") may adopt by reference the California Building Standards Code, 2025 Edition, as provided in Title 24 of the California Code of Regulations; and,

**WHEREAS,** Sections 17922, 17958, and 18941.5 of the California Health and Safety Code provide that the governing body of every city or county shall adopt ordinances or regulations imposing the same requirements as those contained in the most recently adopted version of the California Building Standards Code; and,

**WHEREAS**, the appendices to the California Building Code (inclusive of Appendix H) provide optional guidelines for specific topics – including Signs, however, the adoption of these appendices by local jurisdictions is not mandatory by their own terms;

**WHEREAS,** Sections 17958, 17958.5, 17958.7, and 18941.5 of the California Health & Safety Code provide that a city or county may make such changes or modifications to the requirements contained in the California Building Standards Code which are reasonably necessary because of local climatic, geological, or topographical conditions; and,

**WHEREAS,** Sections 17958, 17958.5, 17958.7, and 18941.5 of the California Health & Safety Code provide that prior to making any change or modification to the California Building Standards Code authorized by the Health & Safety Code, the City Council of the City of Downey is required to make an express finding that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions; and,

**WHEREAS**, as approved by the Governor on June 30, 2025, California Assembly Bill 130 ("AB 130"), amongst other actions, amended Health & Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 by prohibiting local jurisdictions from making any modifications to the building standards between October 1, 2025 and June 1, 2031, that affect residential units unless at least one of several specified conditions exist, including a finding that the local amendments are "substantially equivalent" to prior modifications that were filed by the governing body of the local jurisdiction and that were in effect as of September 30, 2025; and,

**WHEREAS**, the local amendments incorporated into this Ordinance are substantially equivalent to amendments previously enacted by the City Council of the City of Downey as a result of local climatic, geological, and/or topographical conditions and which were filed with the California Building Standards Commission and in effect as of September 30, 2025; and,

**WHEREAS,** the City Council of the City of Downey is not required to make an express finding for amendments necessary to carry out the application of the Building Standards Code and/or that do not otherwise modify a Building Standard; and,

**WHEREAS,** because the City of Downey is in a liquefaction zone, the flood hazard section of this code has been amended; and,

**WHEREAS,** the City of Downey is in Climate Zone 8 and, therefore, is required to have more stringent energy efficiency requirements; and,

**WHEREAS,** the City of Downey is subject to ground tremors from large seismic events along, but not limited to, the San Andreas Fault; and,

**WHEREAS,** the City of Downey desires to adopt the 2025 California Building Code (Incorporating and Amending the 2024 International Building Code) as set forth in California Code of Regulations Title 24, Part 2 – including Appendix H (Signs); together with the necessary amendments to assure the Code is tailored to the particular safety needs of the City as required by its unique climatic, geological, and/or topographical conditions; and,

**WHEREAS,** the Building Official has recommended that changes and modifications be made to the Code, and has advised that certain changes and modifications to the Code are reasonably necessary due to local climatic, geological, and/or topographical conditions within the City of Downey – each of which is substantially equivalent to previous modifications enacted by the City Council of the City of Downey that were filed with the California Building Standards Commission and were in effect as of September 30, 2025, and has further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City of Downey;

**WHEREAS,** the City Council introduced this Ordinance and conducted a first reading on January 13, 2026; and,

**WHEREAS,** notice of a public hearing on this Ordinance was published in the Downey Patriot, a newspaper of general circulation in the City, on January 1, 2026; and,

**WHEREAS,** the City Council held a duly-noticed public meeting on January 13, 2026, as required by law, at which time the Council determined that the adoption of the Code is in the best interest of the City and is based upon the express findings required by law; and,

**WHEREAS,** at least one copy of the Code adopted by reference in this Ordinance was available for public inspection at the office of the City Clerk fifteen (15) days preceding the public hearing pursuant to Government Code Section 50022.6.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1: Findings**. The City Council hereby finds that the proposed amendments to the 2025 California Building Code are reasonably necessary because of local climatic, geologic, or topographic conditions, and adopts the findings provided below to support the modifications to the 2025 California Building Code. The City Council also finds that the proposed amendments affecting residential units are substantially equivalent to previous modifications enacted by the City Council of the City of Downey that were filed with the California Building Standards Commission and were in effect as of September 30, 2025. The City Council further finds that some changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the code, or are reasonably necessary to safeguard life and property within the City. The City Council hereby adopts the following (Climatic, geological, and topographical, where applicable} findings to support the proposed amendments to the 2025 California Building Code made in this Ordinance:

I. Climatic conditions

A. The jurisdiction of the City of Downey (or, "City") is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. For example, during July, August and September, temperatures often exceed 100 degrees Fahrenheit. During the same months humidity is usually less than 40%, and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions. The City, being in the Southern California area, is also subject to "Sundowner" or "Santa Ana" winds that, should a fire occur, cause the fire to spread rapidly over wood shake roofs which are common in the residential areas. These hot, dry (Santa Ana) winds may reach speeds of 70 M.P.H. or greater. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the City. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb 75 feet vertically up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, there is a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type fire-fighting apparatus above this height would place rescue personnel at increased risk of injury.

B. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already- taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

C. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Development has occurred in the City and continues to occur in the City and such development has resulted in severe traffic congestion during peak business hours, weekends and holidays, thus decreasing the response time of fire and emergency service vehicles, particularly on the following streets and highways: Florence Avenue, Firestone Boulevard, Imperial Highway, Paramount Boulevard, Lakewood Boulevard, Brookshire Avenue, Bellflower Boulevard.

B. These topographical conditions combine to create a situation which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property. Due to these topographical conditions and the expected infrastructure damage inherent in seismic zones described below, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) requirements for a given structure. Numerous fires have occurred within the City in residential structures (houses, apartments, hotels, motels, and dormitories) over the past several years that have automatic fire protection systems, and in all of these fires, the automatic fire protection systems have successfully controlled and/or suppressed the fire before the emergency response personnel have been able to arrive at the structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the fire department.

III. Geological Conditions

A. The City of Downey is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake shaking in the recent past (earthquakes measuring larger than a magnitude 5 on the Richter Scale) and can be expected to experience significant strong ground shaking within the foreseeable future. The City is a densely populated area that has buildings constructed over and near a vast and complex network of faults that increase the likelihood of catastrophic damage when a seismic event occurs and which are believed to be capable of producing future earthquakes similar or greater in size to the 1994 Northridge, the 1987 Whittier Narrows Earthquake, the 1971 Sylmar earthquakes and 1933 Long Beach Earthquake.

B. The seismotectonic setting of the City is dominated by the Norwalk fault, which traverses the northern portion of the City. The City is also in close proximity to the San Andreas Fault, which is located 40 miles to the northeast, the Whittier fault, located 10 miles to the northeast and the Newport-Inglewood fault, located 10 miles to the southwest. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including fire, damage to roadways and other impairments of emergency apparatus. Existing and planned developments are at risk from structural damage from earthquake faults. Improved standards are necessary to ensure that maximum safety is provided to persons and property.

C. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants.

[*Continued on Next Page*]

IV. The findings above are applicable to the Amendments to the 2025 California Building Code as follows:

| 2025 CBC Section Amended or Added | TITLE/DESCRIPTION | Findings (Administrative, I, II, III) |
|---|---|---|
| 1613.8 | Add CBC Section 1613.8, "Amendments to ASCE 7" | III |
| 1613.8.1 | Add CBC Section 1613.8.1, "Values for vertical combinations" | III |
| 1613.8.2 | Add CBC Section 1613.8.2, "Wood Diaphragms" | III |
| 1613.8.3 | Add CBC Section 1613.8.3, "Structural Separation" | III |
| 1613.9 | Add CBC Section 1613.9, "Seismic Design Provisions for Hillside Buildings" | III |
| 1613.10 | Add CBC Section 1613.10, "Suspended Ceilings" | III |
| 1704.6 | Amend CBC Section 1704.6, "Structural Observations" | III |
| 1704.6.1 | Amend CBC Section 1704.6.1, "Structural Observations for Seismic Resistance" | III |
| 1705.3 | Amend CBC Section 1705.3, "Concrete Construction" | III |
| 1705.13 | Amend CBC Section 1705.13, "Special Inspections for Seismic Resistance" | III |
| 1807.1.4 | Amend CBC Section 1807.1.4, "Permanent Wood Foundation Systems" | III |
| 1807.1.6 | Amend CBC Section 1807.1.6, "Prescriptive Design of Concrete and Masonry Foundation Walls" | III |
| 1807.2 | Amend CBC Section 1807.2, "Retaining Walls" | III |
| 1807.3.1 | Amend CBC Section 1807.3.1, "limitations" | III |
| 1809.3 | Amend CBC Section 1809.3, "Stepped Footings" | III |
| 1809.7 and Table 1809.7 | Amend CBC Section 1809.7, "Prescriptive Footings for light-Frame Construction," and Table 1809.7, "Prescriptive Footings Supporting Walls of light-Frame Construction" | III |
| 1809.12 | Amend CBC Section 1809.12, "Timber Footings" | III |
| 1810.3.2.4 | Amend CBC Section 1810.3.2.4, "Timber" | III |
| 2304.10.2 | Amend CBC Section 2304.10.2, "Fastener Requirements" | III |
| 2304.10.3.1 | Add CBC Section 2304.10.3.1, "Quality of Nails" | III |
| 2304.12.2.8 | Amend CBC Section 2304.12.2.8, "Wood Used in Retaining Walls and Cribs" | III |
| 2305.4 | Add CBC Section 2305.4, "Hold-down Connectors" | III |
| 2306.2 | Amend CBC Section 2306.2, "Wood-Frame Diaphragms" | III |
| 2306.3 | Amend CBC Section 2306.3, "Wood-Frame Shear Walls" | III |
| 2307.2 | Add CBC Section 2307.2, "Wood-Frame Shear Walls" | III |
| Table 2308.6.1 | Amend CBC Table 2308.6.1, "Wall Bracing Requirements" | III |
| 2308.6.5.1 and 2308.6.5.2 | Amend CBC Sections 2308.6.5.1, "Alternate Braced Wall (ABW)," and 2308.6.5.2, "Portal Frame with Hold-Downs (PFH)" | III |
| Figures 2308.6.5.1 and 2308.6.5.2 | Amend Figures 2308.6.5.1, "Alternate Braced Wall Panel (ABW)," and 2308.6.5.2, "Portal Frame with Hold-Downs (PFH)" | |
| 2308.6.8.1 | Amend CBC Section 2308.6.8.1, "Foundation Requirements" | III |
| 2308.6.9 | Amend CBC Section 2308.6.9, "Attachment of Sheathing" | III |
| 3115 | Amend CBC Section 3115, "Intermodal Shipping Containers" | III |

**SECTION 2:** Chapter 1 ("Downey Building Code") of Article VIII ("Building Regulations") of the Downey Municipal Code is hereby repealed in its entirety and amended to read as follows:

**" CHAPTER 1**
**DOWNEY BUILDING CODE**

**§ 8000 - Adoption by Reference of California Building Code.** Except as provided herein, the 2025 Edition of the California Building Code, (California Code of Regulations, Title 24, Part 2), based upon the 2024 International Building Code, including Appendix H (Signs) is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as the "Downey Building Code." A copy of the 2025 Edition of the California Building Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.

**§ 8001** - Sections 1613.8 and 1613.8.1 are added to Chapter 16 of the 2025 Edition of the California Building Code to read as follows:

**1613.5 Amendments to ASCE 7**. The provisions of Section 1613.5 shall be permitted as an amendment to the relevant provisions of ASCE 7.

**1613.5.1 Values for vertical combinations**. Modify ASCE 7 Section 12.2.3.1 Exception 3 as follows:

3. Detached one- and two-family dwellings up to two stories in height of light frame construction.

**§ 8002** - Section 1613.8.2 is added to Chapter 16 of the 2025 Edition of the California Building Code to read as follows:

**1613.8.2 Wood diaphragms.** Modify ASCE 7 Section 12.11.2.2.3 as follows:

**12.11.2.3 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 section. Continuous ties required by this section shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toenails 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 for providing the 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% of the maximum diaphragm shear.

**§ 8003** - Section 1613.8.3 is added to Chapter 16 of the 2025 Edition of the California Building Code to read as follows:

**1613.8.3 Structural separation.** Modify ASCE 7 Section 12.12.3 Equation 12.12-1 as follows:

$$\delta_M = \frac{C_d \delta_{MAX}}{I_e} \qquad \textbf{(12.12-1)}$$

**§ 8004** - Section 1613.9 is added to Chapter 16 of the 2025 Edition of the California Building Code to read as follows:

**1613.9 Seismic design provisions for hillside buildings.**

**1613.9.1 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%). These regulations establish minimum standards for seismic force resistance to reduce the risk of injury or loss of life in the event of earthquakes.

**1613.9.2 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 division.

**Exception:** Non-habitable accessory buildings and decks not supporting or supported from the main building are exempt from these regulations.

**1613.9.3 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 which 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%). 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.

**1613.9.4 Analysis and design.**

**1613.9.4.1 General.** Every hillside building within the scope of this section shall be analyzed, designed, and constructed in accordance with the provisions of this division. When the code- prescribed wind design produces greater effects, the wind design shall govern, but detailing requirements and limitations prescribed in this and referenced sections shall be followed.

**1613.9.4.2 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.

**1613.9.4.2.1 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.

**1613.9.4.2.2 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.

**1613.9.5 Base shear resistance-primary anchors.**

**1613.9.5.1 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.

**1613.9.5.2 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 (9144 mm).

**1613.9.5.3 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.

**1613.9.5.4 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 2205.2.1.2 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.

**1613.9.6 Base shear resistance-secondary anchors.**

**1613.9.6.1 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 (9144 mm) on center extend up to and are directly connected to the base level diaphragm for at least 70% of the diaphragm depth.

**1613.9.6.2 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) based on Allowable Stress Design (ASD) levels. The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of 4 feet (1219 mm) on center.

**1613.9.6.3 Design.** Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.6.8.

**1613.9.7 Diaphragms below the base level-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.

**1613.9.7.1 Diaphragm defined.** Every floor level below the base level diaphragm shall be designed as a diaphragm.

**1613.9.7.2 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.

**1613.9.7.3 Design force resistance-primary anchors.** The design force described in Section 1613.6.7.2 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 1613.6.5.

**1613.9.7.4 Design force resistance-secondary anchors.**

**1613.9.7.4.1 General.** In addition to the primary anchors required in Section 1613.6.7.3, 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 (9144 mm) on center, extend up to and are directly connected to each diaphragm below the base level for at least 70% of the diaphragm depth.

**1613.9.7.4.2 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) based on Allowable Stress Design (ASD) levels. The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of 4 feet (1219 mm) on center.

**1613.9.7.4.3 Design**. Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.6.8.

**1613.9.8 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 tum 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 3 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% 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.

**1613.9.9 Lateral-force-resisting elements normal to the downhill direction.**

**1613.9.9.1 General.** In the direction normal to the downhill direction, lateral-force-resisting elements shall be designed in accordance with the requirements of this section.

**1613.9.9.2 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.

**1613.9.9.3 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.

**1613.9.9.4 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.

**1613.9.9.5 Distribution of lateral forces.**

**1613.9.9.5.1 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.

**1613.9.9.5.2 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).

**1613.9.9.5.3 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.

**1613.9.9.6 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.

**1613.9.10 Specific design provisions.**

**1613.9.10.1 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 reinforced as required for concrete or masonry walls.

**1613.9.10.2 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.

**1613.9.10.3 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.

**1613.9.10.4 Column base plate anchorage.** The base of isolated wood posts (not framed into a stud wall) supporting a vertical load of 4,000 pounds (17.8 kN) based on Allowable Stress Design (ASD) levels or more 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 5 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 2 galvanized nuts above the base plate.

**1613.9.10.5 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.

**§ 8005** - Section 1613.10is added to Chapter 16 of the 2025 Edition of the California Building Code to read as follows:

**1613.10 Suspended ceilings.** Minimum design and installation standards for suspended ceilings shall be determined in accordance with the requirements of Section 2506.2.1 of this Code and this section.

**1613.10.1 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.

**1613.10.2 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.

**1613.10.3 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 of this Code.

**1613.10.4 Special requirements for means of egress.** Suspended ceiling assemblies located along means of egress serving an occupant load of 30 or more and at lobbies accessory to Group A Occupancies shall comply with the following provisions.

**1613.10.4.1 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.

**1613.10.4.2 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.

**1613.10.4.3 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 of this Code.

**1613.10.4.4 Supports for appendage.** Separate support from the structural deck shall be provided for all appendages such as light fixtures, air diffusers, exit signs, and similar elements.

**§ 8006** - Section 1704.6 of the 2025 Edition of the California Building Code is amended to read as follows:

**1704.6 Structural observations.** Where required by the provisions of Section 1704.6.1, the owner or the owner's authorized agent shall employ a structural observer to perform structural observations. The structural observer shall visually observe representative locations of structural systems, details and load paths for general conformance to the approved construction documents. Structural observation does not include or waive the responsibility for the inspections in Section 110 or the special inspections in Section 1705 or other sections of this 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 building official a written statement identifying the frequency and extent of structural observations.

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.

**§ 8007-** Section 1704.6.1 of the 2025 Edition of the California Building Code is amended to read as follows:

**1704.6.1 Structural observations for seismic resistance**. Structural observations shall be provided for those structures assigned to Seismic Design Category D, E, or F where one or more of the following conditions exist:

1. The structure is classified as Risk Category III or IV.

2. The structure is a high-rise building.

3. 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% sloped), assigned to Seismic Design Category D.

4. Such observation is required by the registered design professional responsible for the structural design.

5. Such observation is specifically required by the building official.

**§ 8008 -** Section 1705.3 of the 2025 Edition of the California Building Code is amended to read as follows:

**1705.3 Concrete construction.** Special inspections and tests of concrete construction shall be performed in accordance with this section and Table 1705.3.

**Exceptions:** 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 more 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.

2. Continuous concrete footings supporting walls of buildings three stories or less above grade plane that are fully supported on earth or rock where:

   2.1. The footings support walls of light-frame construction;

   2.2. The footings are designed in accordance with Table 1809.7; or

   2.3. The structural design of the footing is based on a specified compressive strength, f'c, not more 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.

3. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 psi (1.03 MPa).

4. Concrete patios, driveways and sidewalks, on grade

**§ 8009 -** Section 1705.13 of the 2025 Edition of the California Building Code is amended to

read as follows:

**1705.13 Special inspections for seismic resistance.** Special inspections for seismic resistance shall be required as specified in Sections 1705.13.1 through 1705.13.9, unless exempted by the exceptions of Section 1704.2.

**Exception:** The special inspections specified in Sections 1705.13.1 through 1705.13.9 are not required for structures designed and constructed in accordance with one of the following:

1. The structure consists of light-frame construction; the design spectral response acceleration at short periods, Sos, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 35 feet (10 668 mm).

2. The seismic force-resisting system of the structure consists of reinforced masonry or reinforced concrete; the design spectral response acceleration at short periods, Sos, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 25 feet (7620 mm)

3. The structure is a detached one- or two-family dwelling not exceeding two stories above grade plane, 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:

   3.1 Torsional or extreme torsional irregularity.

   3.2 Nonparallel systems irregularity.

   3.3 Stiffness-soft story or stiffness-extreme soft story irregularity.

   3.4 Discontinuity in lateral strength-weak story irregularity.

**§ 8010 -** Section 1807.1.4 of the 2025 Edition of the California Building Code is amended to read as follows:

**1807.1.4 Permanent wood foundation systems**. Permanent wood foundation systems shall be designed and installed in accordance with AWC PWF. Lumber and plywood shall be 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.

**§ 8011 -** Section 1807.1.6 of the 2025 Edition of the California Building Code is 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 section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E, or F.

**§ 8012 -** Section 1807.2 of the 2025 Edition of the California Building Code is 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.

**§ 8013** – Section 1807.3.1 of the 2025 Edition of the California Building Code is amended to read as follows:

**1807.J.1 limitations**. The design procedures outlined in this 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.

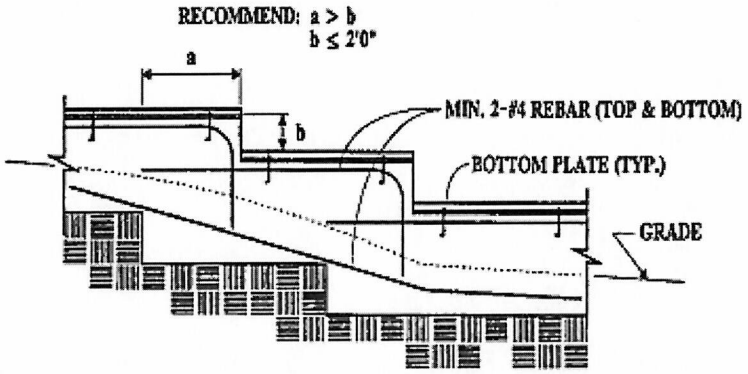
Wood poles shall be treated in accordance with AWPA U1 for sawn timber posts (Commodity Specification A, Use Category 48) and for round timber posts (Commodity Specification B, Use Category 48). Wood poles and posts embedded in direct contact with soil shall not be used for structures assigned to Seismic Design Category D, E, or F.

**Exception:** Wood poles and posts embedded in direct contact with soil may be used to support non-habitable, non-occupiable structures, such as fences, when approved by the building official.

**§ 8014 -** Section 1809.3 of the 2025 Edition of the California Building Code is amended to read as follows:

**1809.3 Stepped footings.** The top surface of footings shall be level. The bottom surface of footings shall be permitted to have a slope not exceeding 1 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 footing or where the surface of the ground slopes more than 1 unit vertical in 10 units horizontal (10-percent slope).

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 deformed reinforcing bars. Two bars shall be placed at the top and bottom of the footings as shown in Figure 1809.3.




STEPPED FOUNDATIONS

**FIGURE 1809.3**
**STEPPED FOOTING**

**§ 8015 -** Section 1809.7 and Table 1809.7 of the 2025 Edition of the California Building Code are 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. Light-frame construction using prescriptive footings in Table 1809.7 shall not exceed one story above grade plane for structures assigned to Seismic Design Category D, E, or F.

**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] |

For SI: 1 inch = 25.4 mm, 1 foot= 304.8 mm

a. Depth of footings shall be in accordance with Section 1809.4.
b. The ground under the floor shall be permitted to be excavated lo the elevation of the lop of the footing.
c. See Section 1905 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.
d. For thickness of foundation walls, see Section 1807.1.6
e. Footings shall be permitted to support a roof addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.

**§ 8016 -** Section 1809.12 of the 2025 Edition of the California Building Code is 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 Building 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 on treated piles shall not exceed 70 percent of the allowable stresses for

the species and grade of timber as specified in the ANSI/AWC NOS. Timber footings shall not be used in structures assigned to Seismic Design Category D, E, or F.

**§ 8017 -** Section 1810.3.2.4 of the 2025 Edition of the California Building Code is 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 NOS. Round timber elements shall conform to ASTM D 25. Sawn timber elements shall conform to DOC PS-20. Timber deep foundation elements shall not be used in structures assigned to Seismic Design Category D, E, or F.

**§ 8018 - RESERVED**

**§ 8019 - RESERVED**

**§ 8020 -** Section 2304.10.2 of the 2025 Edition of the California Building Code is amended to read as follows:

**2304.10.2 Fastener requirements**. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.2. Staple fasteners in Table 2304.10.2 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.

**§ 8021 -** Section 2304.10.3.1 is added to Chapter 23 of the 2025 Edition of the California Building Code to read as follows:

**2304.10.3.1 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.

**§ 8022 -** Section 2304.12.2.8 of the 2025 Edition of the California Building Code is amended to read as follows:

**2304.12.2.8 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.

**§ 8023 -** Section 2305.4 is added to Chapter 23 of the 2025 Edition of the California Building Code 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 approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. 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 inch 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.

**§ 8024** - Section 2306.2 of the 2025 Edition of the California Building Code is 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.

**§ 8025** - Section 2306.3 of the 2025 Edition of the California Building Code is 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 4.38 of ANSI/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 Fis 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 in 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.

For structures assigned to Seismic Design Category D, E, or F, application of Table 4.38 of ANSI/AWC SDPWS shall not be allowed.

For structures assigned to Seismic Design Category D, E, or F, application of Table 4.3C of ANSI/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 ANSI/AWC SDPWS.

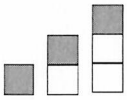
**§ 8026 -** Section 2307.2 is added to the 2025 Edition of the California Building Code to read as follows:

**2307.2 Wood-frame shear walls**. Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

[*Continued on Next Page*]

Table 2308.6.1 of the 2025 Edition of the California Building Code is 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 ≤ $S_{DS}$ < 0.75: Each end and ≤ 25′- 0″ o.c. (minimum 32% of wall length)[e] | 0.5 ≤ $S_{DS}$ < 0.75: Each end and ≤ 25′- 0″ o.c. (minimum 59% of wall length)[e] | |
| | | | | 0.75 ≤ $S_{DS}$ ≤ 1.00: Each end and ≤ 25′- 0″ o.c. (minimum 37% of wall length)[e] | 0.75 ≤ $S_{DS}$ ≤ 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.

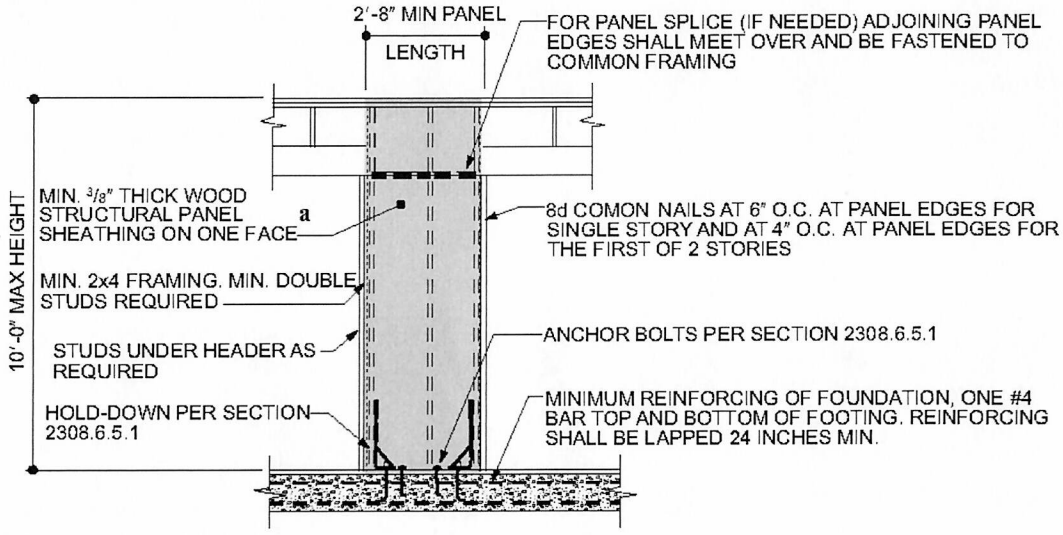
g. Minimum length of panel bracing of one face of the wall for WSP sheathing shall be at least 4'-0" long or both faces of the wall for GB or PCP sheathing shall be at least 8'-0" long; h/w ratio shall not exceed 2:1. Wall framing to which sheathing used for bracing is applied shall be nominal 2 inch wide [actual 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.

**§ 8027 -** Sections 2308.10.5.1 and 2308.10.5.2 and Figures 2308.10.5.1 and 2308.10.5.2 of the 2025 Edition of the California Building Code are amended to read as follows:

**2308.10.5.1 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 is permitted at door openings in the braced wall line. This continuous footing shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

Where the ABW is installed at the first story of two-story buildings, the wood structural panel sheathing shall be provided on both faces, three anchor bolts shall be placed at one-quarter points and tie-down device uplift capacity shall be not less than 3,000 pounds (13,344 N).




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.

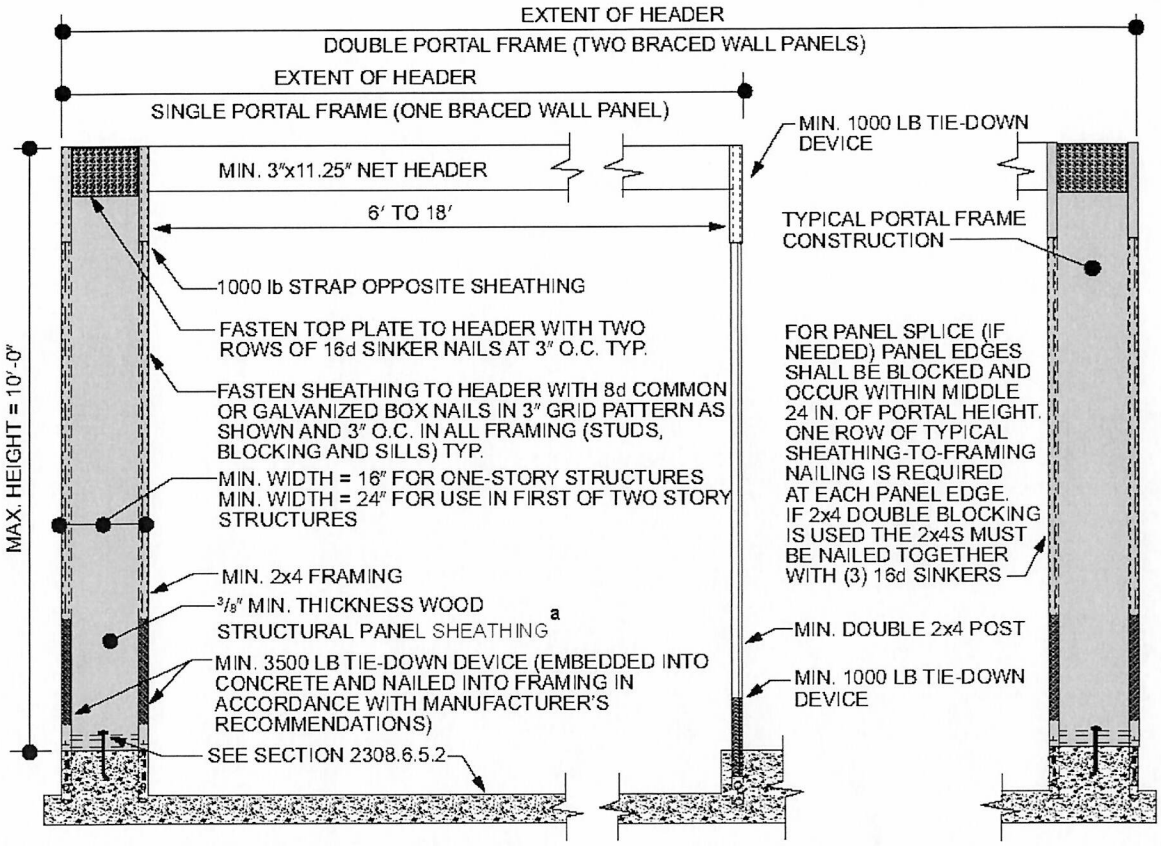
**2308.10.5.2 Portal frame with hold-downs (PFH).** A PFH shall be constructed in accordance with this section and Figure 2308.6.5.2. The adjacent door or window

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 (1,829 mm) and not more than 18 feet (5,486 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 (4,400 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 (4,400 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 is permitted at door openings in the braced wall line. This continuous footing shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped not less than 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

Where a PFH is installed at the first story of two-story buildings, each panel shall have a length of not less than 24 inches (610 mm).




For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound = 4.448 N.

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 2308.10.5.2**
**PORTAL FRAME WITH HOLD-DOWNS (PFH)**

**§ 8028** - Section 2308.10.8.1 of the 2025 Edition of the California Building Code is amended to read as follows:

**2308.10.8.1 Foundation requirements.** Braced wall lines shall be supported by continuous foundations.

**Exception:** For structures with a maximum plan dimension not more than 50 feet (15,240 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.

**§ 8029 -** Section 2308.10.9 of the 2025 Edition of the California Building Code is amended to read as follows:

**2308.10.9 Attachment of sheathing.** Fastening of braced wall panel sheathing shall not be less than that prescribed in Tables 2308.6.1 or 2304.10.2. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.2 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 (6,096 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 inches (6,096 mm) intervals along the top plate of discontinuous vertical framing.

**§ 8030 -** Section 3114 of the 2025 Edition of the California Building Code is amended 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. Intermodal shipping containers previously approved as existing relocatable buildings complying with Chapter 14 of the California Existing Building Code.
2. Stationary battery storage arrays located in intermodal shipping containers complying with Chapter 12 of the California Fire Code.
3. Intermodal shipping containers that are listed as equipment complying with the standard for equipment, such as air chillers, engine generators, modular data centers, and other similar equipment.
4. Intermodal shipping containers housing or supporting experimental equipment are exempt from the requirements of Section 3114, provided they comply with all of the following:
   - 4.1. Such units will be single stand-alone units supported at grade level and used only for occupancies as specified under Risk Category I in Table 1604.5.
   - 4.2. Such units are located a minimum of 8 feet (2,438 mm) from adjacent structures, and are not connected to a fuel gas system or fuel gas utility.
   - 4.3. In hurricane-prone regions and flood hazard areas, such units are designed in accordance with the applicable provisions of Chapter 16.
5. *[HCD] Shipping containers constructed or converted off-site that meet the definition of Factory-built Housing in Health and Safety Code Section 19971 or Commercial Modular(s) as defined in Health and Safety Code Section 18001.8 shall be approved by the Department of Housing and Community Development.*

6. 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 components and wood floor components of the intermodal shipping container, in addition to the information required by Sections 107 and 1603.

**3114.3 Intermodal shipping container information.** Intermodal shipping containers shall bear an 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.

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 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, floor or floor/ceiling assemblies and 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 and supports.** 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.

**3114.8.1.2 Stacking.** Intermodal shipping containers used to support stacked units shall comply with Section 3115.8.4.

**3114.8.2 Welds.** The strength of new welds and connections shall be no less than the strength provided by the original connections. All new welds and connections shall be designed and constructed in accordance with Chapters 16, 17 and 22.

3115.8.3 Structural design. The structural design of the intermodal shipping containers repurposed for use as a building or structure, or as part of a building or structure, shall comply with Section 3115.8.4 or 3115.8.5.

**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:** Structures using an intermodal shipping containers designed in accordance with Section 3115.8.5.

**3114.8.4.1 Material properties.** Structural material properties for existing intermodal shipping container steel components shall be established by Section 2202.

**3114.8.4.2 Seismic design parameters.** The seismic force-resisting system shall be designed and detailed in accordance with ASCE 7 and one of the following:

1 Where all or portions of the profiled steel panel elements are considered to be the seismic force-resisting system, design and detailing shall be in accordance with AISI S100 and ASCE 7, Table 12.2-1 requirements for steel systems not specifically detailed for seismic resistance, excluding cantilevered column systems.

2. Where all or portions of the profiled steel panel elements are not considered to be part of the seismic force-resisting system, an independent seismic force-resisting system shall be selected and detailed in accordance with ASCE 7, Table 12.2-1, or

3. Where all or portions of the profiled steel panel elements are retained and integrated into a seismic force-resisting system other than as permitted by Section 3114.8.4.2_1tem 1, seismic design parameters shall be developed from testing and analysis in accordance with Section 104:11 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 profiled steel panel side walls and end walls shall be determined in accordance with the design approach selected in Section 3114.8.4.2. 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-unit, 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.

4. The intermodal shipping container shall be located in Seismic Design Category A, B, C, and D.

**3115.8.5.2 Simplified structural design assumptions**. Where permitted by Section 3115.8.5.1, single-unit stand-alone, intermodal shipping containers shall be designed using the following assumptions for the profiled steel panel 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, $C_d = 2$.

5. Limits on structural height, $h_n = 9.5$ feet (2,900 mm).

**3114.8.5.3 Allowable shear value**. The allowable shear values for the profiled steel panel 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 walls or end walls, 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). The existing door interlocking mechanism shall not be considered

as a component of the required load path.

4. Where openings are made in container walls, floors or roofs, for doors, windows and other openings:

   4.1 The opening shall be framed with steel elements that are designed in accordance with Chapters 16 and 22.

   4.2 The cross section and material grade of any new steel element shall be equal to or greater than the steel element removed.

5. A maximum of one penetration not greater than a 6-inch (152 mm) diameter hole for conduits, pipes, tubes or vents, or not greater than16 square inches (10 322mm$^2$) for electrical boxes, is permitted for each individual 8 feet (2438 mm) length of 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's vents shall not be considered a penetration, as shown in Figure 3114.8.5.3(4).

6. End wall door or doors designated as part of the lateral force-resisting system shall be intermittently welded closed around the full perimeters of the door panels.

**TABLE 3114.8.5.3**
**ALLOWABLE SHEAR VALUES FOR PROFILED STEEL PANEL SIDE WALLS AND END WALLS FOR WIND OR SEISMIC LOADING**

<table>
<tr><th rowspan="2">CONTAINER DESIGNATION [2]</th><th rowspan="2">CONTAINER DIMENSION (Nominal Length)</th><th rowspan="2">CONTAINER DIMENSION (Nominal Height)</th><th colspan="2">ALLOWABLE SHEAR VALUES (PLF) [1,3]</th></tr>
<tr><th>Side Wall</th><th>End Wall</th></tr>
<tr><td>1EEE</td><td rowspan="2">45 feet (13.7 M)</td><td>9.5 feet (2896 mm)</td><td rowspan="2">75</td><td rowspan="13">843</td></tr>
<tr><td>1EE</td><td>8.6 feet (2591 mm)</td></tr>
<tr><td>1AAA</td><td rowspan="4">40 feet (12.2 M)</td><td>9.5 feet (2896 mm)</td><td rowspan="4">84</td></tr>
<tr><td>1AA</td><td>8.5 feet (2592 mm)</td></tr>
<tr><td>1A</td><td>8.0 feet (2438 mm)</td></tr>
<tr><td>1AX</td><td><8.0 feet (2483 mm)</td></tr>
<tr><td>1BBB</td><td rowspan="4">30 feet (9.1 M)</td><td>9.5 feet (2896 mm)</td><td rowspan="4">112</td></tr>
<tr><td>1BB</td><td>8.5 feet (2591 mm)</td></tr>
<tr><td>1B</td><td>8.0 feet (2438 mm)</td></tr>
<tr><td>1BX</td><td><8.0 feet (2438 mm)</td></tr>
<tr><td>1CC</td><td rowspan="3">20 feet (9.1 M)</td><td>8.5 feet (2591 mm)</td><td rowspan="3">168</td></tr>
<tr><td>1C</td><td>8.0 feet (2438 mm)</td></tr>
<tr><td>1CX</td><td><8.0 feet (2438 mm)</td></tr>
</table>

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.

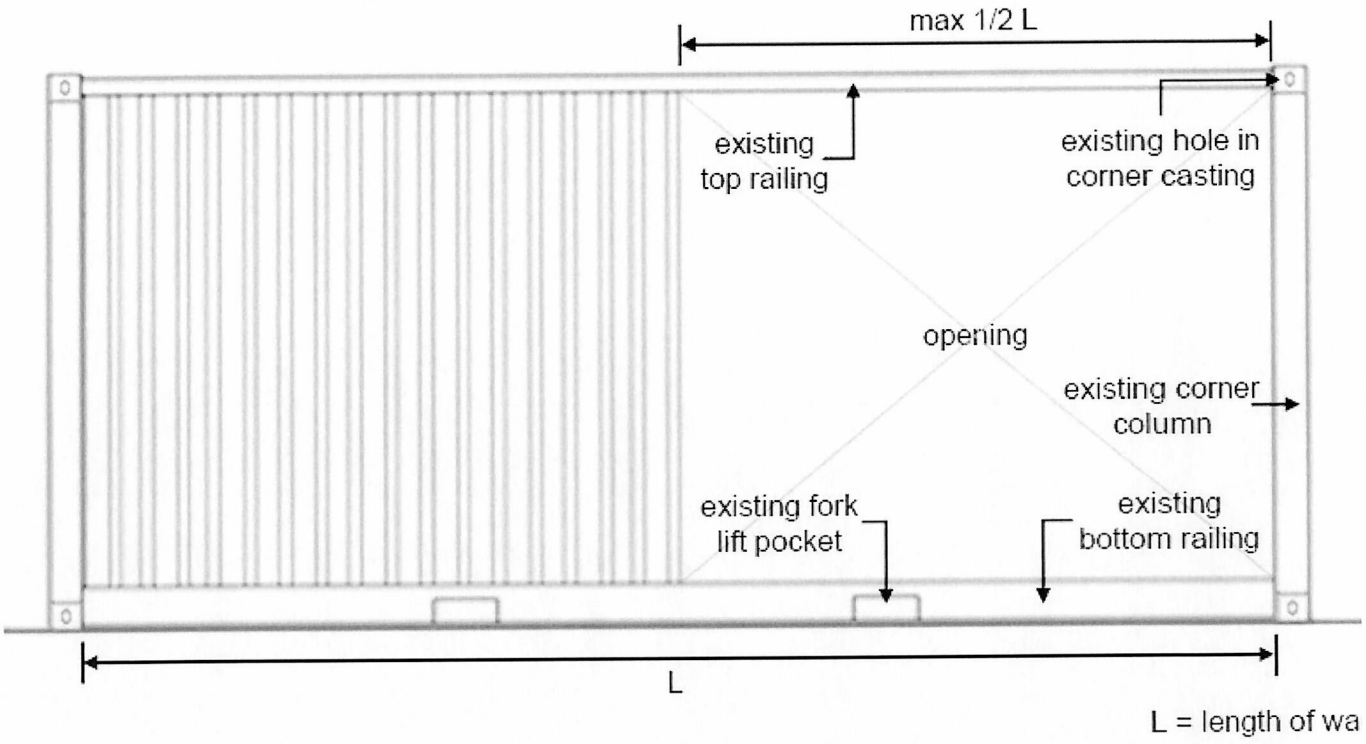



FIGURE 3114.8.5.3(1)
BRACING UNIT DISTRIBUTION – MAXIMUM LINEAR LENGTH

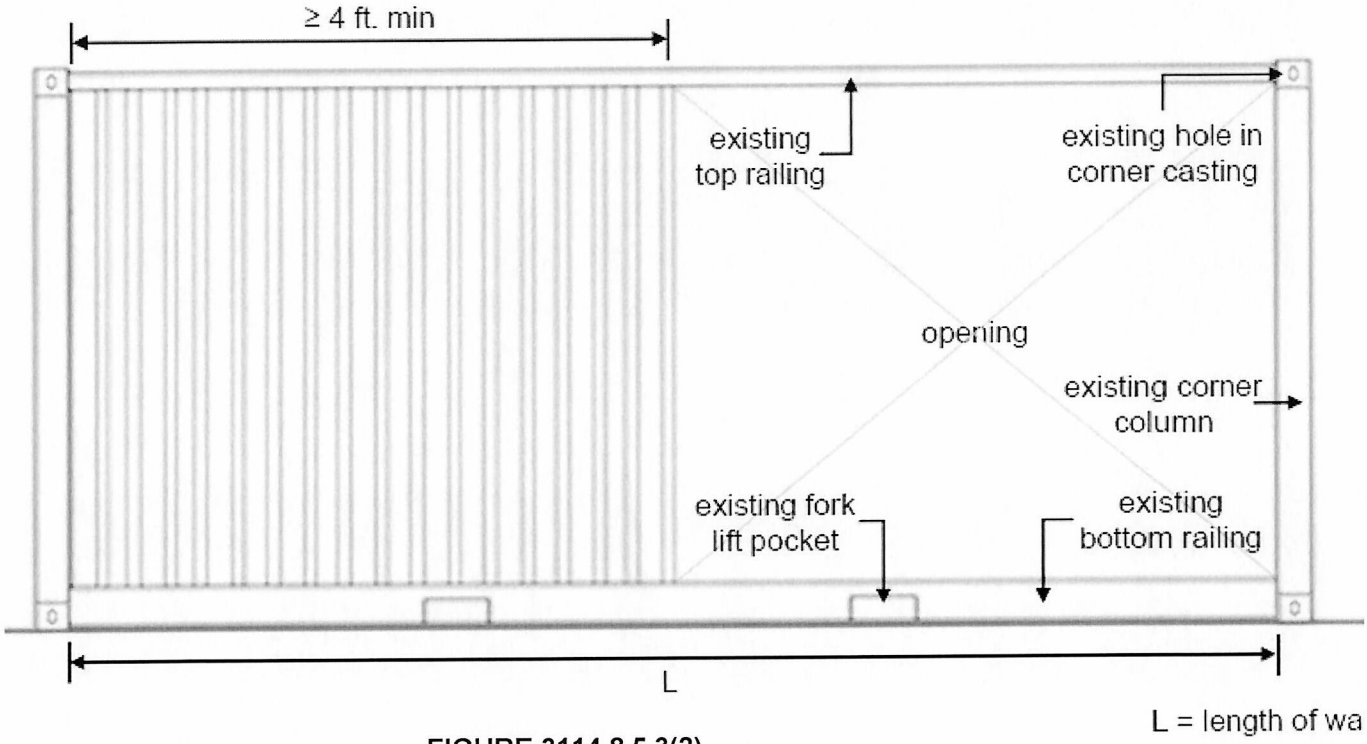



FIGURE 3114.8.5.3(2)
BRACING UNIT DISTRIBUTION – MINIMUM LINEAR LENGTH

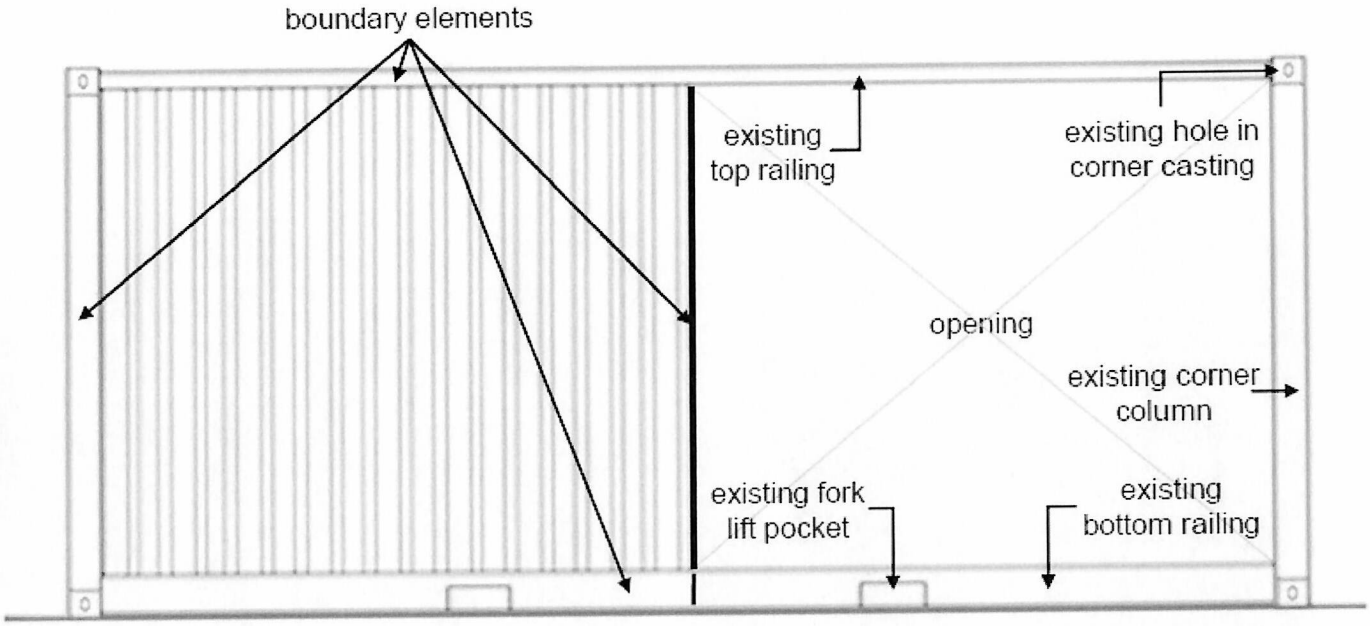



FIGURE 3114.8.5.3(3)
BRACING UNIT DISTRIBUTION – BOUNDARY ELEMENTS

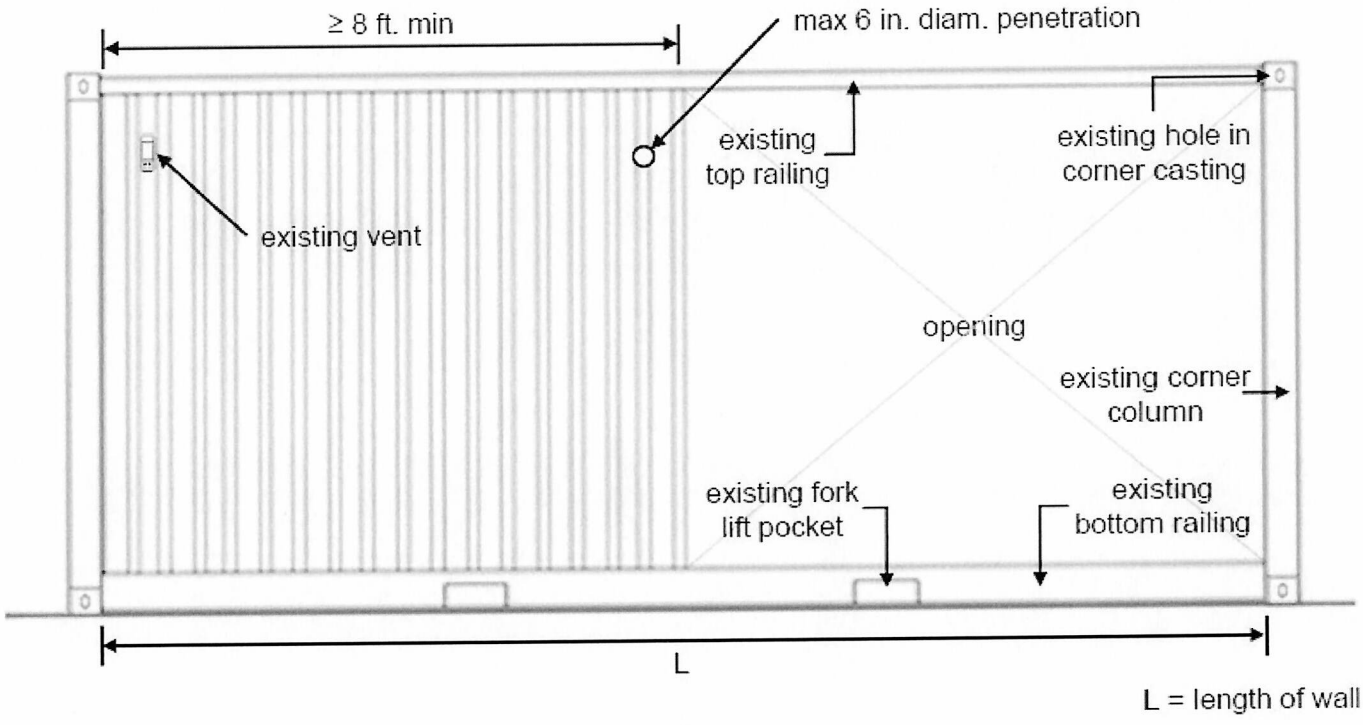



FIGURE 3114.8.5.3(4)
BRACING UNIT DISTRIBUTION – PENETRATING LIMITATIONS

**SECTION 3: CEQA**. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. The City Council hereby directs City staff to file a Notice of Exemption with the Clerk of Los Angeles County within five (5) days of the adoption of this Ordinance.

**SECTION 4: SAVINGS CLAUSE.** Neither the adoption of this Ordinance nor the repeal of any other Ordinance or provision of the Downey Municipal Code referenced in this Ordinance shall affect in any manner any offense or act committed or done or any penalty or forfeiture incurred, or any right established or accruing before the effective date of this Ordinance; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered prior to the effective date of this Ordinance. The provisions of this Ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactments. The provisions of this Ordinance shall have priority over substantially similar provisions previously adopted by the City relating to the same subject matter.

**SECTION 5: SEVERABILITY.** If any 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 section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 6:** The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

**SECTION 7: EFFECTIVE DATE**. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**APPROVED AND ADOPTED** this 27th day of January 2026.

_____
CLAUDIA M. FROMETA, Mayor

**ATTEST:**

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

John M. Funk

JOHN M. FUNK
City Attorney

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss:
CITY OF DOWNEY )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 26-1535 was introduced at a Regular Meeting of the City Council of the City of Downey held on the 13th day of January, 2026, and adopted at a Regular meeting of the City Council of the City of Downey held on the 27th day of January, 2026, by the following vote, to wit:

| | |
|---|---|
| AYES: | Council Members: |
| NOES: | Council Member: |
| ABSENT: | Council Member: |
| ABSTAIN: | Council Member: |

**I FURTHER CERTIFY** that a Summary of the foregoing Ordinance No. 26-1535, was published in the Downey Patriot, a newspaper of general circulation in the City of Downey, on January 15, 2026, (before introduction), and on January 29, 2026, (after adoption, including the vote thereon). It was also posted in the regular posting places in the City of Downey on the same dates.

MARIA ALICIA DUARTE, CMC
City Clerk

**ORDINANCE NO. 26-1536**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY REPEALING AND RECASTING SECTION 8730 (GRADING REGULATIONS) OF CHAPTER 8 (FLOODPLAIN MANAGEMENT, GRADING AND PAVING) OF THE DOWNEY MUNICIPAL CODE AND ADDING A NEW SECTION 8730 (DOWNEY GRADING REGULATIONS) TO CHAPTER 8 (FLOODPLAIN MANAGEMENT, GRADING AND PAVING) OF THE DOWNEY MUNICIPAL CODE BY ADOPTING BY REFERENCE APPENDIX J OF THE 2025 CALIFORNIA BUILDING CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 2); AND MAKING CERTAIN LOCAL ADDITIONS AND AMENDMENTS THERETO**

**WHEREAS,** pursuant to Government Code Section 50022.1 et seq., the City of Downey may adopt by reference the California Building Standards Code, 2025 Edition, as provided in Title 24 of the California Code of Regulations, including its Appendices; and,

**WHEREAS,** Appendix J (Grading) of the California Building Code provides optional standards related to the erection and maintenance of signs, and local jurisdictions are not obligated to adopt Appendix J; and,

**WHEREAS,** Sections 17958, 17958.7, and 18941.5 of the California Health & Safety Code provide that prior to making any change or modification to the California Building Standards Code authorized by the Health & Safety Code, the City Council of the City of Downey is required to make an express finding that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions; and,

**WHEREAS**, as approved by the Governor on June 30, 2025, California Assembly Bill 130 ("AB 130), amongst other actions, amended Health & Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 by prohibiting local jurisdictions from making any modifications to the building standards between October 1, 2025 and June 1, 2031, that affect residential units unless at least one of several specified conditions exist, including a finding that the local amendments are "substantially equivalent" to prior modifications that were filed by the governing body of the local jurisdiction and that were in effect as of September 30, 2025; and,

**WHEREAS,** the City of Downey desires to adopt by reference Appendix J of the California Building Code (California Code of Regulations Title 24, Part 2); together with the necessary amendments to assure the Code is tailored to the particular safety needs of the City as required by its unique climatic, geological, and/or topographical conditions; and; and,

**WHEREAS,** the Building Official has recommended that changes and modifications be made to Appendix J, and has advised that that certain changes and modifications to the Code are reasonably necessary due to local climatic, geological, and/or topographical conditions within the City of Downey – each of which is substantially equivalent to previous modifications enacted by the City Council of the City of Downey that were filed with the California Building Standards Commission and were in effect as of September 30, 2025, and has further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City of Downey; and,

**WHEREAS,** the Building Official has also recommended that changes and modifications be made to Appendix J, which are necessary for administrative clarification and to establish administrative standards for the efficient enforcement of the building standards of the City of Downey and which do not modify a building standard pursuant to California Health and Safety

Code Sections 17958, 17958.7, 18941.5; and,

**WHEREAS**, the local amendments incorporated into this Ordinance are substantially equivalent to amendments previously enacted by the City Council of the City of Downey as a result of local climatic, geological, and/or topographical conditions and which were filed with the California Building Standards Commission and in effect as of September 30, 2025; and,

**WHEREAS,** the City Council introduced this Ordinance and conducted a first reading on January 13, 2026; and,

**WHEREAS,** notice of a public hearing on this Ordinance was published in the Downey Patriot, a newspaper of general circulation in the City, on January 1, 2026; and,

**WHEREAS,** the City Council held a duly-noticed public meeting on January 13, 2026, as required by law, at which time the Council determined that the adoption of the Code is in the best interest of the City and is based upon the express findings required by law; and,

**WHEREAS,** at least one copy of Appendix J of the 2025 California Building Code that is being adopted by reference in this Ordinance was available for public inspection at the office of the City Clerk fifteen (15) days preceding the public hearing pursuant to Government Code Section 50022.6.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1: Findings**. The City Council hereby finds that the proposed amendments to the 2025 California Building Code are reasonably necessary because of local climatic, geologic, of topographic conditions, and adopts the findings provided below to support the modifications to the 2025 California Building Code. The City Council further finds that some changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the code, or are reasonably necessary to safeguard life and property within the City. The City Council hereby adopts the following (Climatic, geological, and topographical, where applicable) findings to support the proposed amendments to the 2025 California Building Code made in this Ordinance:

I. Climatic Conditions

A. The jurisdiction of the City of Downey (or, "City") is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. For example, during July, August and September, temperatures often exceed 100 degrees Fahrenheit. During the same months humidity is usually less than 40%, and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions. The City, being in the Southern California area, is also subject to "Sundowner" or "Santa Ana" winds that, should a fire occur, cause the fire to spread rapidly over wood shake roofs which are common in the residential areas. These hot, dry (Santa Ana} winds may reach speeds of 70 M.P.H. or greater. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the City. Obstacles

generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb 75 feet vertically up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, there is a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type fire-fighting apparatus above this height would place rescue personnel at increased risk of injury.

B. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already- taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

C. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Development has occurred in the City and continues to occur in the City and such development has resulted in severe traffic congestion during peak business hours, weekends and holidays, thus decreasing the response time of fire and emergency service vehicles, particularly on the following streets and highways: Florence Avenue, Firestone Boulevard, Imperial Highway, Paramount Boulevard, Lakewood Boulevard, Brookshire Avenue, Bellflower Boulevard.

B. These topographical conditions combine to create a situation which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property. Due to these topographical conditions and the expected infrastructure damage inherent in seismic zones described below, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) requirements for a given structure. Numerous fires have occurred within the City in residential structures (houses, apartments, hotels, motels, and dormitories) over the past several years that have automatic fire protection systems, and in all of these fires, the automatic fire protection systems have successfully controlled and/or suppressed the fire before the emergency response personnel have been able to arrive at the structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the fire department.

III. Geological Conditions

A. The City of Downey is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake shaking in the recent past (earthquakes measuring larger than a magnitude 5 on the Richter Scale) and can be expected to experience significant strong ground shaking within the foreseeable future. The City is a densely populated area that has buildings constructed over and near a vast and complex network of faults that increase the likelihood of catastrophic damage when a seismic event occurs and which are believed to be capable of producing future earthquakes similar or greater in size to the 1994 Northridge, the 1987 Whittier Narrows Earthquake, the 1971 Sylmar earthquakes and 1933 Long Beach Earthquake.

B. The seismotectonic setting of the City is dominated by the Norwalk fault, which traverses the northern portion of the City. The City is also in close proximity to the San Andreas Fault, which is located 40 miles to the northeast, the Whittier fault, located 10 miles to the northeast and the Newport-Inglewood fault, located 10 miles to the southwest. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including fire, damage to roadways and other impairments of emergency apparatus. Existing and planned developments are at risk from structural damage from earthquake faults. Improved standards are necessary to ensure that maximum safety is provided to persons and property.

C. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants.

IV. The findings above are applicable to the Amendments to Appendix J of the 2025 California Residential Code as follows:

| **2025 CBC, Appendix J, Section Amended or Added** | **TITLE/DESCRIPTION** | **FINDINGS (Administrative, I, II, III)** |
|---|---|---|
| J103.1 | Amend Appendix J Section J103.1, "Permits Required" | Administrative |
| J103.2 | Amend Appendix J Section J103.2, "Exemptions," Item 8 | Administrative |
| J104.1 | Amend Appendix J Section J104.1, "Submittal Requirements" | Administrative |
| J105.1 | Amend Appendix J Section J105.1, "Inspections" | Administrative |
| J112 | Add Appendix J Section J112, "Fees" | Administrative |

| | | |
|---|---|---|
| J113 | Add Appendix J Section J113, "Refunds" | Administrative |
| J114 | Add Appendix J Section J114, "Subsurface Drainage" | I, III |

**SECTION 2:** Section 8730 ("Grading Regulations") of Chapter 8 ("Floodplain Management, Grading And Paving") of the Downey Municipal Code is hereby amended in its entirety to read as follows:

**"CHAPTER 8.**
**DOWNEY GRADING REGULATIONS**

**§ 8730 - Adoption by reference of California Building Code, Appendix J**. Except as provided herein, Appendix J of the 2025 Edition of the California Building Code (California Code of Regulations, Title 24, Part 2), based upon the 2024 International Building Code, is hereby adopted by reference as fully set forth herein, and shall constitute and is hereby established as the "Downey Grading Regulations." A copy of the 2025 Edition of the California Building Code, including Appendix J, is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.

**§ 8731** - SECTION J103.1 of Appendix J of the 2025 Edition of the California Building Code is amended to read as follows:

**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 Building Official. A grading permit does not include the construction of retaining walls or other structures. A separate permit shall be required for each site; each permit may cover both excavations and fills at the same time.

**§ 8732** - SECTION J103.2, Item 8, of Appendix J of the 2025 Edition of the California Building Code is added under "Exemptions" to read as follows:

8. Cut and fill less than fifty (50) cubic yards and placed on natural terrain with a slope flatter than five (5) horizontal to one (1) vertical, or less than three (3) feet in depth, not intended to support structures, which do not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course.

**§ 8733-** SECTION J104.1 of Appendix J of the 2025 Edition of the California Building Code is amended to read as follows:

**J104.1 - Submittal requirements**. In addition to the provisions of Section 8999.28.3, the applicant shall state the estimated quantities of excavation and fill.

**§ 8734** - SECTION J105.1 of Appendix J of the 2025 Edition of the California Building Code is amended to read as follows:

**J105.1 - Inspections**. Inspections shall be governed by section 8999.38 of Downey Municipal Code.

**§ 8735** - Section J112 is added to Appendix J of the 2025 Edition of the California Building Code to read as follows:

**J112 Fees.**

**J112.1 Payment of Fees**. A permit shall not be valid until the fees prescribed as set forth in the City of Downey Schedule of Fees have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

**J112.2 Schedule of Fees**. On excavation and/or fill requiring a permit, a fee for each permit shall be paid as required, in accordance with the Schedule of Fees established by resolution of the City Council.

**J112.3 Work Commencing Before Permit Issuance**. Any person who commences any work on grading before obtaining the necessary permits shall be subject to an investigation fee to be made before any permit may be issued for such work. An investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued for the illegal work. The investigation fee shall be equal to the amount of a permit fee required by this chapter for the commenced or completed work as set forth in the City adopted fee schedule. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this title or Downey Municipal Article VIII Chapter 5-33, nor from any penalty prescribed by law.

**§ 8736** - Section J113 is added to Appendix J of the 2025 Edition of the California Building Code to read as follows:

**J112 Refunds.**

J113.1 The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

J113.2 The Building Official may authorize the refunding of not more than eighty (80%) percent of the grading permit fee paid when no work has been done under a permit issued in accordance with this title. The Building Official may authorize the refunding of not more than eighty (80%) percent of the plan review fee paid when an application is withdrawn or canceled before any plan reviewing has been started.

J113.3 The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment

**§ 8737** - Section J114 is added to Appendix J of the 2025 Edition of the California Building Code to read as follows:

**J114 - Subsurface Drainage**. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability."

**SECTION 3: CEQA**. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. The City Council hereby directs City staff to file a Notice of Exemption with the Clerk of Los Angeles County within five (5) days of the adoption of this Ordinance.

**SECTION 4: SAVINGS CLAUSE.** Neither the adoption of this Ordinance nor the repeal of any other Ordinance or provision of the Downey Municipal Code referenced in this

Ordinance shall affect in any manner any offense or act committed or done or any penalty or forfeiture incurred, or any right established or accruing before the effective date of this Ordinance; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered prior to the effective date of this Ordinance. The provisions of this Ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactments. The provisions of this Ordinance shall have priority over substantially similar provisions previously adopted by the City relating to the same subject matter.

**SECTION 5: SEVERABILITY.** If any 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 section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 6:** The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

**SECTION 7: EFFECTIVE DATE**. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**APPROVED AND ADOPTED** this 27th day of January 2026.

_____
CLAUDIA M. FROMETA, Mayor

**ATTEST:**

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

John M. Funk
_____
JOHN M. FUNK
City Attorney

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss:
CITY OF DOWNEY )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 26-1536 was introduced at a Regular Meeting of the City Council of the City of Downey held on the 13th day of January, 2026, and adopted at a Regular meeting of the City Council of the City of Downey held on the 27th day of January, 2026, by the following vote, to wit:

| | |
|---|---|
| AYES: | Council Members: |
| NOES: | Council Member: |
| ABSENT: | Council Member: |
| ABSTAIN: | Council Member: |

**I FURTHER CERTIFY** that a Summary of the foregoing Ordinance No. 26-1536, was published in the Downey Patriot, a newspaper of general circulation in the City of Downey, on January 15, 2026, (before introduction), and on January 29, 2026, (after adoption, including the vote thereon). It was also posted in the regular posting places in the City of Downey on the same dates.

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**ORDINANCE NO. 26-1537**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY REPEALING AND RECASTING CHAPTER 13 (DOWNEY RESIDENTIAL CODE) OF ARTICLE VIII (BUILDING REGULATIONS) OF THE DOWNEY MUNICIPAL CODE; ADOPTING BY REFERENCE THE 2025 CALIFORNIA RESIDENTIAL CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 2.5) AND APPENDICES BB, BF, BG, AND C1; AND MAKING CERTAIN LOCAL ADDITIONS AND AMENDMENTS THERETO**

**WHEREAS,** pursuant to California Government Code Section 50022.1 et seq., the City of Downey may adopt by reference the California Building Standards Code, 2025 Edition, as provided in Title 24 of the California Code of Regulations, including the Residential Code; and,

**WHEREAS,** Sections 17922, 17958, and 18941.5 of the California Health and Safety Code provide that the governing body of every city or county shall adopt ordinances or regulations imposing the same requirements as those contained in the most recently adopted version of the California Building Standards Code; and,

**WHEREAS**, the appendices to the California Building Code (inclusive of Appendices BB, BF, BG, and C1) provide optional guidelines for specific topics – including Tiny Houses, Patio Covers, and Sound Transmission, however, the adoption of these appendices by local jurisdictions is not mandatory by their own terms;

**WHEREAS,** Sections 17958, 17958.5, 17958.7, and 18941.5 of the California Health & Safety Code provide that a city or county may make such changes or modifications to the requirements contained in the California Building Standards Code which are reasonably necessary because of local climatic, geological, or topographical conditions; and,

**WHEREAS,** Sections 17958, 17958.7, and 18941.5 of the California Health & Safety Code provide that prior to making any change or modification to the California Building Standards Code authorized by the Health & Safety Code, the City Council of Downey is required to make an express finding that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions; and,

**WHEREAS**, as approved by the Governor on June 30, 2025, California Assembly Bill 130 ("AB 130), amongst other actions, amended Health & Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 by prohibiting local jurisdictions from making any modifications to the building standards between October 1, 2025 and June 1, 2031, that affect residential units unless at least one of several specified conditions exist, including a finding that the local amendments are "substantially equivalent" to prior modifications that were filed by the governing body of the local jurisdiction and that were in effect as of September 30, 2025; and,

**WHEREAS**, the local amendments incorporated into this Ordinance are substantially equivalent to amendments previously enacted by the City Council of the City of Downey as a result of local climatic, geological, and/or topographical conditions and which were filed with the California Building Standards Commission and in effect as of September 30, 2025; and,

**WHEREAS,** the City Council of Downey is not required to make an express finding for amendments necessary to carry out the application of the Building Standards code and/or that do not otherwise modify a Building Standard; and,

**WHEREAS,** because the City of Downey is in a liquefaction zone, the flood hazard section of this code has been amended; and,

**WHEREAS,** the City of Downey is in Climate Zone 8 and, therefore, is required to have more stringent energy efficiency requirements; and,

**WHEREAS,** the City of Downey is subject to ground tremors from large seismic events along, but not limited to, the San Andreas Fault; and,

**WHEREAS,** Southern California is a densely populated area, with a warmer climate than average. A high percentage of the population in Downey has a swimming pool. The fencing section has been amended considering the additional safety aspects to be considered; and,

**WHEREAS,** the City of Downey has a low rainfall average which contributes to dust and debris being scattered by winds. This has been addressed by way of amendments to this code; and,

**WHEREAS,** the City of Downey desires to adopt the 2025 California Residential Code as set forth in California Code of Regulations Title 24, Part 2.5, including Appendices BB, BF, BG, and C1; together with the necessary amendments to assure the Code is tailored to the particular safety needs of the City as required by its unique climatic, geological, and topographical conditions; and,

**WHEREAS,** the Building Official has recommended that changes and modifications be made to the Code, and has advised that certain changes and modifications to the Code are reasonably necessary due to local conditions within the City of Downey, and has further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City of Downey; and,

**WHEREAS,** the City Council introduced this Ordinance and conducted a first reading on January 13, 2026; and,

**WHEREAS,** notice of a public hearing on this Ordinance was published in the Downey Patriot, a newspaper of general circulation in the City, on January 1, 2026; and,

**WHEREAS,** the City Council held a duly-noticed public meeting on January 13, 2026, as required by law, at which time the Council determined that the adoption of the Code is in the best interest of the City and is based upon the express findings required by law; and,

**WHEREAS,** at least one copy of the Code adopted by reference in this Ordinance was available for public inspection at the office of the City Clerk fifteen (15) days preceding the public hearing pursuant to Government Code Section 50022.6.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. Findings**. The City Council hereby finds that the proposed amendments to the 2025 California Residential Code are reasonably necessary because of local climatic, geologic, of topographic conditions, and adopts the findings provided below to support the modifications to the 2025 California Residential Code. The City Council also finds that the proposed amendments affecting residential units are substantially equivalent to previous modifications enacted by the City Council of the City of Downey that were filed with the California Building Standards Commission and were in effect as of September 30, 2025. The City Council further finds that some changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the code, or are reasonably necessary to

safeguard life and property within the City. The City Council hereby adopts the following (Climatic, geological, and topographical, where applicable) findings to support the proposed amendments to the 2025 California Residential Code made in this Ordinance:

I. Climatic Conditions

A. The jurisdiction of the City of Downey (or, "City") is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. For example, during July, August and September, temperatures often exceed 100 degrees Fahrenheit During the same months humidity is usually less than 40%, and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions. The City, being in the Southern California area, is also subject to "Sundowner" or "Santa Ana" winds that, should a fire occur, cause the fire to spread rapidly over wood shake roofs which are common in the residential areas. These hot, dry (Santa Ana) winds may reach speeds of 70 M.P.H. or greater. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the City. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb 75 feet vertically up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, there is a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type fire-fighting apparatus above this height would place rescue personnel at increased risk of injury.

B. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already- taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

C. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Development has occurred in the City and continues to occur in the City and such development has resulted in severe traffic congestion during peak business hours, weekends and holidays, thus decreasing the response time of fire and emergency service vehicles, particularly on the following streets and highways: Florence Avenue, Firestone Boulevard, Imperial Highway, Paramount Boulevard, Lakewood Boulevard, Brookshire Avenue, Bellflower Boulevard.

B. These topographical conditions combine to create a situation which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property. Due to these topographical conditions and the expected infrastructure damage inherent in seismic zones described below, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) requirements for a given structure. Numerous fires have occurred within the City in residential structures (houses, apartments, hotels, motels, and dormitories) over the past several years that have automatic fire protection systems, and in all of these fires, the automatic fire protection systems have successfully controlled and/or suppressed the fire before the emergency response personnel have been able to arrive at the structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the fire department.

III. Geological Conditions

A. The City of Downey is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake shaking in the recent past (earthquakes measuring larger than a magnitude 5 on the Richter Scale) and can be expected to experience significant strong ground shaking within the foreseeable future. The City is a densely populated area that has buildings constructed over and near a vast and complex network of faults that increase the likelihood of catastrophic damage when a seismic event occurs and which are believed to be capable of producing future earthquakes similar or greater in size to the 1994 Northridge, the 1987 Whittier Narrows Earthquake, the 1971 Sylmar earthquakes and 1933 long Beach Earthquake. The seismotectonic setting of the City is dominated by the Norwalk fault, which traverses the northern portion of the City. The City is also in close proximity to the San Andreas Fault, which is located 40 miles to the northeast, the Whittier fault, located 10 miles to the northeast and the Newport-Inglewood fault, located 10 miles to the southwest. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including fire, damage to roadways and other impairments of emergency apparatus. Existing and planned developments are at risk from structural damage from earthquake faults. Improved standards are necessary to ensure that maximum safety is provided to persons and property.

B. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any

rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants.

IV. The findings above are applicable to the Amendments to the 2025 Edition of the California Residential Code as follows:

| 2025 CRC Section Amended or Added | TITLE/DESCRIPTION | Findings (Administrative, I, II, III) |
|---|---|---|
| R301.1.3.2 | Amend CRC Section R301.1.3.2, "Woodframe Structures" | III |
| R301.1.5 | Add CRC Section R301.1.5, "Seismic Design Provisions for Buildings on Slopes Steeper than 33%" | III |
| R301.2.2.6 | Amend CRC Section R301.2.2.6, "Irregular Buildings," Items 1, 3 and 5 | III |
| R301.2.2.11 | Add CRC Section R301.2.2.11, "Anchorage of Mechanical, Electrical, or Plumbing Components and Equipment" | III |
| R401.1 | Amend CRC Section R401.1, "Application" | III |
| R403.1.2, | Amend CRC Section R403.1.2, "Continuous Footing in Seismic Design Categories Do, D1 and D2" | III |
| R403.1.3.6 | R403.1.3.6, "Isolated Concrete Footings" | III |
| R403.1.5 | R403.1.5 "Slope" | III |
| R404.2 | Amend CRC Section R404.2, "Wood Foundation Walls" | III |
| R501.1 | Amend CRC Section R501.2, "Application" | III |
| R503.2.4 | Add CRC Section R503.2.4, "Openings In Horizontal Diaphragms" | III |
| Table R602.3(1) | Amend CRC Table R602.3(1), "Fastening Schedule" | III |
| R602.3.2 and Table R602.3.2 | Amend Exception to CRC Section R602.3.2 and Table R602.3.2, "Top-Plate Splice Connection Details" | III |
| Table R602.3(2) | Amend Footnote "b" of CRC Table R602.3(2), "Alternate Attachments to Table R602.3(1)" | I |
| R602.10.2.3 | Amend CRC Section R602.10.2.3, "Minimum Number of Braced Wall Panels" | II |
| Table R602.10.3(3) | Amend CRC Table R602.10.3(3), "Bracing Requirements Based on Seismic Design Category" | III |
| Table R602.10.4 | Amend CRC Table R602.10.4, "Bracing Methods" | III |
| Table R602.10.5 | Amend CRC Table R602.10.5, "Minimum Length of Braced Wall Panels" | III |
| Figure R602.10.6.1 | Amend CRC Figure R602.10.6.1, "Method ABW - Alternate Braced Wall Panel" | III |
| Figure R602.10.6.2 | Amend CRC Figure R602.10.6.2, "Method PFH - Portal Frame with Hold-downs at Detached Garage Door Openings" | III |
| Figure R602.10.6.4 | Amend CRC Figure R602.10.6.4, "Method CS-PF-Continuously Sheathed Portal Framed Construction" | III |
| R606.4.4 | Amend CRC Section R606.4.4, "Parapet Walls" | III |
| R606.12.2.2.3 | Amend CRC Section R606.12.2.2.3, "Reinforcement Requirements for Masonry Elements" | III |

| | | |
|---|---|---|
| R803.2.4 | Add CRC Section R803.2.4, "Openings in Horizontal Diaphragms" | III |
| R1001.3.1 | Amend CRC Section R1001.3.1, "Vertical Reinforcing" | III |

**SECTION 2:** That Chapter 13 ("Downey Residential Code") of Article VIII ("Building Regulations") of the Downey Municipal Code set forth below hereby replaces the existing Chapter 13 to read as follows:

**"CHAPTER 13**
**DOWNEY RESIDENTIAL CODE**

**§ 8993 - Adoption by Reference of California Residential Code**. Except as provided herein, the 2025 Edition of the California Residential Code, (California Code of Regulations, Title 24, Part 2.5), based upon the 2024 International Residential Code, including Appendix BB, (Tiny Houses), BF (Patio Covers), BG (Sound Transmission), and C1 (Swimming Pool Safety Act), is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as the "Downey Building Code." A copy of the 2025 Edition of the California Residential Code is on file in the Building and Safety Division and the Office of the City Clerk for use and examination by the public.

**§ 8994** - Section R301.1.3.2 of the 2025 Edition of the California Residential Code is amended to read as follows:

**R301.1.3.2 Woodframe structures.** 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 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 $D_2$.

**§ 8995** - Section R301.1.5 is added to Chapter 3 of the 2025 Edition of the California Residential Code to read as follows:

**R301.1.5** 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 California Building Code.

**§ 8996** - Items 1, 3, and 5 of Section R301.2.2.6 of the 2025 Edition of the California Residential Code are amended to read as follows:

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.

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.

5. **Floor level offset**. Conditions where portions of a floor level are vertically offset

**§ 8997** - Section R301.2.2.11 is added to Chapter 3 of the 2025 Edition of the California Residential Code 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 California 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 lb (1,780 N) or less and has a center of mass located 4 ft (1.22 m) or less above the supporting structure; or

2. The component weighs 20 lb (89N) or less or, in the case of a distributed system,
   5 lb/ft (73 N/m) or less.

**§ 8998** - Section R401.1 of the 2025 Edition of the California Residential Code is amended to read as follows:

**R401.1 Application.** The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2 shall meet the provisions of Section R322. Wood foundations shall be designed and installed in accordance with AWC PWF.

**Exception:** The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In buildings that have no more than two floors and a root

2. When interior basement and foundation walls are constructed at intervals not exceeding 50 feet (15 240 mm).

Wood foundations in Seismic Design Category $D_0$, $D_1$, or $D_2$ shall 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.

**§ 8999** - Sections R403.1.2, R403.1.3.6, and R403.1.5 of the 2025 Edition of the California Residential Code are amended to read as follows:

**R403.1.2 Continuous footing in Seismic Design Categories $D_0$, $D_1$, or $D_2$.** Exterior walls of buildings located in Seismic Design Categories $D_0$, $D_1$, or $D_2$ shall be supported

by continuous solid or fully grouted masonry or concrete footings. All required interior braced wall panels in buildings located in Seismic Design Categories $D_0$, $D_1$, or $D_2$ shall be supported on continuous foundations.

**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.

**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 assigned to Seismic Design Categories $D_0$, $D_1$, or $D_2$, stepped footings shall be reinforced with four No. 4 rebar. Two bars shall be place at the top and bottom of the footings as shown in Figure R403.1.5.

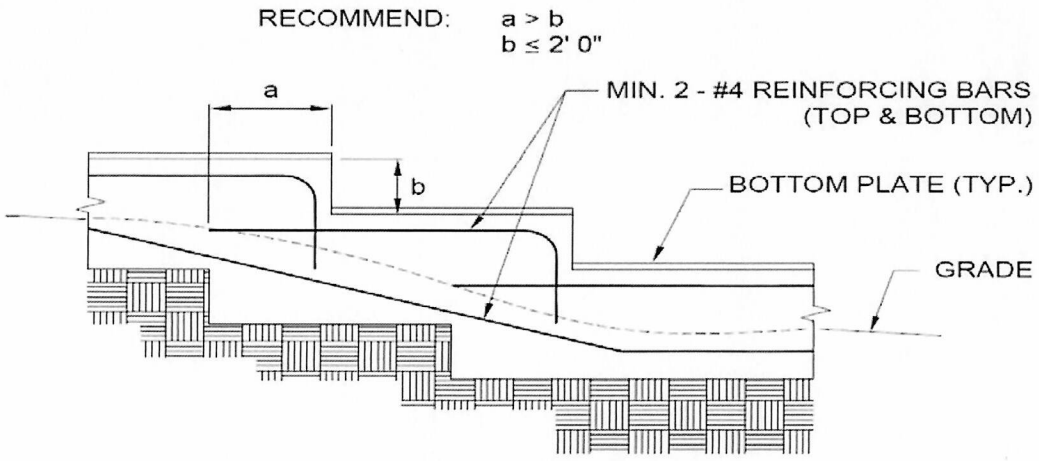



**FIGURE R403.1.5**
**STEPPED FOOTING**

**§ 8999.1** - Section R404.2 of the 2025 Edition of the California Residential Code is 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 $D_2$.

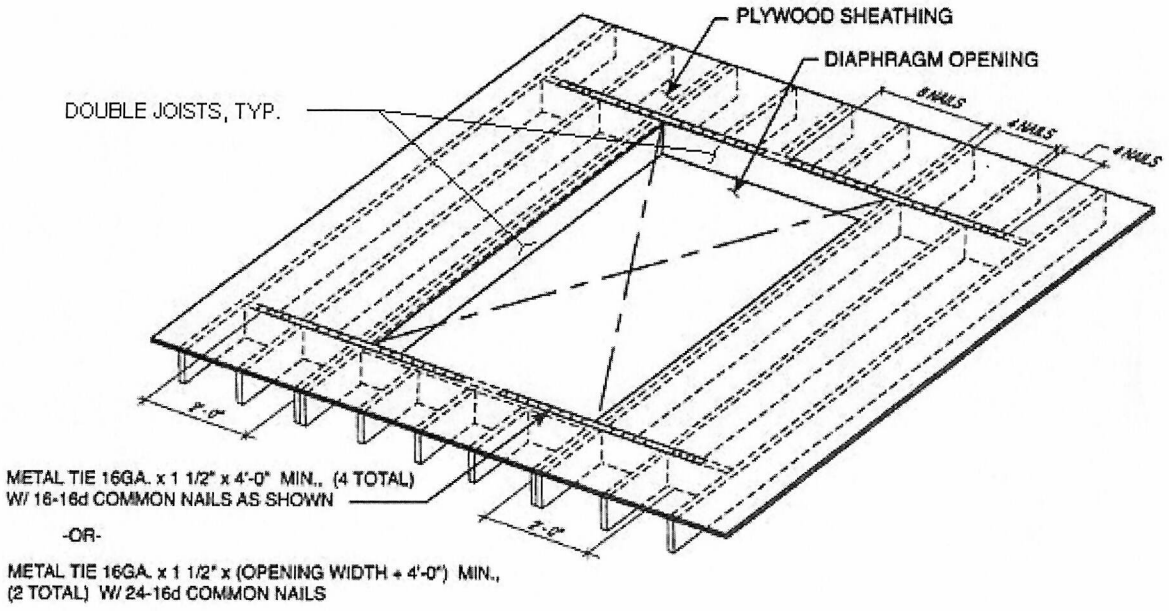
**§ 8999.2** - Section R501.1 of the 2025 Edition of the California Residential Code is amended to read as follows:

**R501.1 Application.** The provisions of this 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.

**§ 8999.3** - Section R503.2.4 is added to Chapter 5 of the 2025 Edition of the California Residential Code 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.




For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

**FIGURE R503.2.4**
**OPENINGS IN HORIZONTAL DIAPHRAGMS**

**Notes:**

a. Blackings 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.

**§ 8999.4** - Items 20, 21, 24, and 34 through 37, inclusive, of Table R602.3(1) of the 2025 Edition of the California Residential Code are amended to read as follows:

**TABLE R602.3(1)**
**FASTENING SCHEDULE**

| TEM | DESCRIPTION OF BUILDING ELEMENTS | NUMBER AND TYPE OF FASTENER a, b, c | SPACING AND LOCATION | |
|---|---|---|---|---|
| | | **Roof** | | |
| 20[k] | 1" x 6" sheathing to each bearing | 3-8d box (2 ½" x 0.113"); or 2-8d common (2 ½" x 0.131"); or 2-10d box (3" x 0.128"); or 2 staples, 1" crown, 16 ga., 1 3/4" long | Face nail | |
| 21[k] | 1" x 8" and wider sheathing to each bearing | 3-8d box (2 1/2"x 0.113"); or 3-8d common (2 ½" x 0.131"); or 3-10d box (3" x 0.128"); or 3 staples, 1" crown, 16 ga., 1 ¾" long | Face nail | |
| | | Wider than 1" x 8" 4-8d box (2 ½" x 0.113"); or 3-8d common (2 ½" x 0.131"); or 3-10d box (3" x 0.128"); or 4 staples, 1" crown, 16 ga., 1 ¾" long | | |
| | | **Floor** | | |
| 24[k] | 1" x 6" subfloor or less to each joist | 3-8d box (2 ½" x 0.113"); or 2-8d common (2 ½" x 0.131"); or 3-10d box (3" x 0.128"); or 2 staples, 1" crown, 16 ga., 1 ¾" long | Face nail | |
| | | **Other wall sheathing[g]** | | |
| 34[k] | 1/2" structural cellulosic fiberboard sheathing | 1 ½" galvanized roofing nail, 7/15" head diameter, or 1 ¼" long 16 ga. staple with 7/16" or 1" crown | 3 | 6 |
| 35[k] | *25/32"* structural cellulosic fiberboard sheathing | 1 ¾" galvanized roofing nail, 7/16" head diameter, or 1 ½" long 16 ga. staple with 7/16" or 1"crown | 3 | 6 |
| 36[k] | 1/2" gypsum sheathing[d] | 1 ½" galvanized roofing nail; staple galvanized, 1 ½" long; 1 ¼" screws, Type W or S | 7 | 7 |
| 37[k] | *5/8"* gypsum sheathing[d] | 1 ¾" galvanized roofing nail; staple galvanized, 1 5/8" long; 1 5/8" screws, Type W or S | 7 | 7 |

For SI: 1 inch= 25.4 mm, 1 foot= 304.8 mm, 1 mile per hour= 0.447 *mis;* 1 ksi = 6.895 MPa.

k. Use of staples in braced wall panels shall be prohibited in Seismic Design Category $D_0$, $D_1$, or $D_2$.

**§ 8999.5** - Footnote "b" of Table R602.3(2) of the 2025 Edition of the California Residential Code is amended to read as follows:

b. Staples shall have a minimum crown width of 7/16-inch on diameter except as noted. Use of staples in braced wall panels shall be prohibited in Seismic Design Category $D_0$, $D_1$, or $D_2$.

**§ 8999.6** - Exception to Section R602.3.2 and Table R602.3.2 of the 2025 Edition of the California Residential Code are amended to read as follows:

**Exception:** In other than Seismic Design Category $D_0$, $D_1$, or $D_2$, a single top plate used as an alternative to a double top plate shall comply with the following:

1. The single top plate shall be tied at corners, intersecting walls, and at in-line splices in straight wall lines in accordance with Table R602.3.2.
2. The rafters or joists shall be centered over the studs with a tolerance of not more than 1 inch (25 mm).
3. Omission of the top plate is permitted over headers where the headers are adequately tied to adjacent wall sections in accordance with Table R602.3.2.

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~~ |

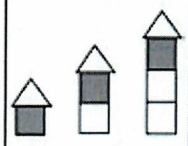
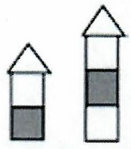
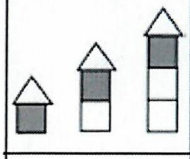
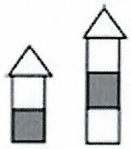
For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

**§ 8999.7** - Section R602.10.2.3 of the 2025 Edition of the California Residential Code is amended to read as follows:

**R602.10.2.3 Minimum number of braced wall panels**. Braced wall lines with a length of 16 feet (4,877 mm) or less shall have not less than two braced wall panels of any length or one braced wall panel equal to 48 inches (1,219 mm) or more. Braced wall lines greater than 16 feet (4,877 mm) shall have not less than two braced wall panels. In Seismic Design Category $D_0$, $D_1$, or $D_{2\,n}0$ braced wall panel shall a contributing length less than 48 inches in length or as required in Section R602.10.3, whichever is greater.

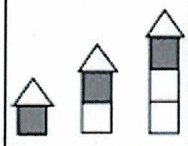
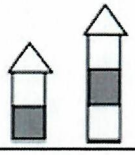
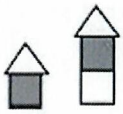
**§ 8999.8** - Table R602.10.3(3) of the 2025 Edition of the California Residential Code is amended to read as follows:

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

| • WALL HEIGHT = 10 FEET<br>• 10 PSF FLOOR DEAD LOAD<br>• 15 PSF ROOF/CEILING DEAD LOAD<br>• BRACED WALL LINE SPACING ≤ 25 FEET | | | MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[a, g] | | | | |
|---|---|---|---|---|---|---|---|
| Seismic Design Category[b] | Story Location | Braced Wall Line Length (feet)[c] | Method LIB[d] | Method GB[e] | Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[h] | Methods WSP, ABW[i], PFH[j] and PFG[k, l] | 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 | 5.6 | 5.6 | 1.8 | 1.6 |
| | | 20 | NP | 11.0 | 11.0 | 3.6 | 3.1 |
| | | 30 | NP | 16.6 | 16.6 | 5.4 | 4.6 |
| | | 40 | NP | 22.0 | 22.0 | 7.2 | 6.1 |
| | | 50 | NP | 27.6 | 27.6 | 9.0 | 7.7 |
| |  | 10 | NP | NP | NP | 3.8 | 3.2 |
| | | 20 | NP | NP | NP | 7.5 | 6.4 |
| | | 30 | NP | NP | NP | 11.3 | 9.6 |
| | | 40 | NP | NP | NP | 15.0 | 12.8 |
| | | 50 | NP | NP | NP | 18.8 | 16.0 |
| |  | 10 | NP | NP | NP | 5.3 | 4.5 |
| | | 20 | NP | NP | NP | 10.5 | 9.0 |
| | | 30 | NP | NP | NP | 15.8 | 13.4 |
| | | 40 | NP | NP | NP | 21.0 | 17.9 |
| | | 50 | NP | NP | NP | 26.3 | 22.3 |

*(continued)*

TABLE R602.10.3(3)—continued
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

| • WALL HEIGHT = 10 FEET<br>• 10 PSF FLOOR DEAD LOAD<br>• 15 PSF ROOF/CEILING DEAD LOAD<br>• BRACED WALL LINE SPACING ≤ 25 FEET | | | MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[a, b] | | | | |
|---|---|---|---|---|---|---|---|
| Seismic Design Category[b] | Story Location | Braced Wall Line Length (feet)[c] | Method LIB[d] | Method GB[e] | Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[e] | Methods WSP, ABW[f], PFH[f] and PFG[e, f] | Methods CS-WSP, CS-G, CS-PF |
| $D_1$ |  | 10 | NP | 6.0 | 6.0 | 2.0 | 1.7 |
| | | 20 | NP | 12.0 | 12.0 | 4.0 | 3.4 |
| | | 30 | NP | 18.0 | 18.0 | 6.0 | 5.1 |
| | | 40 | NP | 24.0 | 24.0 | 8.0 | 6.8 |
| | | 50 | NP | 30.0 | 30.0 | 10.0 | 8.5 |
| |  | 10 | NP | NP | NP | 4.5 | 3.8 |
| | | 20 | NP | NP | NP | 9.0 | 7.7 |
| | | 30 | NP | NP | NP | 13.5 | 11.5 |
| | | 40 | NP | NP | NP | 18.0 | 15.3 |
| | | 50 | NP | NP | NP | 22.5 | 19.1 |
| |  | 10 | NP | NP | NP | 6.0 | 5.1 |
| | | 20 | NP | NP | NP | 12.0 | 10.2 |
| | | 30 | NP | NP | NP | 18.0 | 15.3 |
| | | 40 | NP | NP | NP | 24.0 | 20.4 |
| | | 50 | NP | NP | NP | 30.0 | 25.5 |
| $D_2$[b] |  | 10 | NP | 8.0 | 8.0 | 2.5 | 2.1 |
| | | 20 | NP | 16.0 | 16.0 | 5.0 | 4.3 |
| | | 30 | NP | 24.0 | 24.0 | 7.5 | 6.4 |
| | | 40 | NP | 32.0 | 32.0 | 10.0 | 8.5 |
| | | 50 | NP | 40.0 | 40.0 | 12.5 | 10.6 |
| |  | 10 | NP | NP | NP | 5.5 | 4.7 |
| | | 20 | NP | NP | NP | 11.0 | 9.4 |
| | | 30 | NP | NP | NP | 16.5 | 14.0 |
| | | 40 | NP | NP | NP | 22.0 | 18.7 |
| | | 50 | NP | NP | NP | 27.5 | 23.4 |
| | Three-story dwelling | 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 |

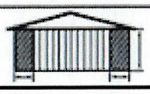
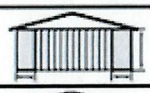
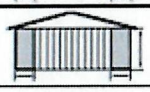
*(continued)*

a. Linear interpolation shall be permitted.
b. 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 $D_0$, $D_1$, or $D_2$.
f. Methods PFH, PFG and ABW are only permitted on a single story or a first of two stories.
g. Where more than one bracing method is used, mixing methods shall be in accordance with Section R602.10.4.1.
h. One- and two- family dwellings in Seismic Design Category $D_2$ exceeding two stories shall be designed in accordance with accepted engineering practice.
i. 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 DWB, SFB, PBS, HPS, and CS-SFB are not permitted in $D_0$, $D_1$, or $D_2$.

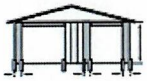
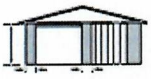
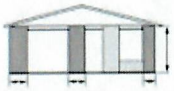
**§ 8999.9** - Table R602.10.4 of the 2025 Edition of the California Residential Code is amended to read as follows:

**TABLE R602.10.4**
**BRACING METHODS [f]**

| 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 (2½" 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 | ¾" (1" nominal) for maximum 24" stud spacing |  | 2-8d (2½" long × 0.113" dia.) nails or 2 - 1¾" long staples | Per stud |
| | **WSP** Wood structural panel (See Section R604) | 15/32" |  | 8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge | 6" edges 12" field |
| | | | | 8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge | 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 (2½" × 0.131) nails | 4" at panel edges 12" at intermediate supports 4" at braced wall panel end posts |
| | **SFB** Structural fiberboard sheathing | ½" or 25/32" for maximum 16" stud spacing |  | 1½" long × 0.12" dia. (for ½" thick sheathing) 1¾" long × 0.12" dia. (for 25/32" thick sheathing) galvanized roofing nails | 3" edges 6" field |
| | **GB** Gypsum board | ½" |  | 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) | ⅜" or ½" for maximum 16" stud spacing |  | For ⅜", 6d common (2" long × 0.113" dia.) nails For ½", 8d common (2½" long × 0.131" dia.) nails | 3" edges 6" field |
| | **PCP** Portland cement plaster | See Section R703.7 for maximum 16" stud spacing |  | 1½" long, 11 gage, 0.120" dia., 7/16" dia. head nails or ⅞" long, 16 gage staples | 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 1½" penetration into studs | 4" edges 8" field |
| | **ABW** Alternate braced wall | ⅜" |  | 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 | 15/32" |  | 8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge | 6" edges 12" field |
| | | | | 8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge | 6" edges 12" field |
| | **CS-G**[b, c] Continuously sheathed wood structural panel adjacent to garage openings | 15/32" |  | See Method CS-WSP | See Method CS-WSP |
| | **CS-PF** Continuously sheathed portal frame | 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, $D_0$, $D_1$, or $D_2$.

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 $D_0$, $D_1$, or $D_2$, 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 $D_0$, $D_1$, or $D_2$.

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 ration 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 $D_2$.

**§ 8999.10** - Table R602.10.5 of the 2025 Edition of the California Residential Code is amended to read as follows:

**TABLE R602.10.5**
**MINIMUM LENGTH OF BRACED WALL PANELS**

| METHOD (See Table R602.10.4) | | MINIMUM LENGTH[a] (inches) | | | | | CONTRIBUTING LENGTH (inches) |
|---|---|---|---|---|---|---|---|
| | | Wall Height | | | | | |
| | | 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<br>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 | 24 | 24 | 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 $D_2$ | 24 | 24 | 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.

a. Linear interpolation shall be permitted.
b. Use the actual length where it is greater than or equal to the minimum length.
c. Maximum header height for PFH is 10 feet in accordance with Figure R602.10.6.2, but height shall be permitted to be increased to 12 feet with pony wall.
d. Maximum header height for PFG is 10 feet in accordance with Figure R602.10.6.3, but wall height shall be permitted to be increased to 12 feet with pony wall.
e. Maximum header height for CS-PF is 10 feet in accordance with Figure R602.10.6.4, but wall height shall be permitted to be increased to 12 feet with pony wall.

**§ 8999.11** - Figure R602.10.6.1 of the 2025 Edition of the California Residential Code is amended to read as follows:

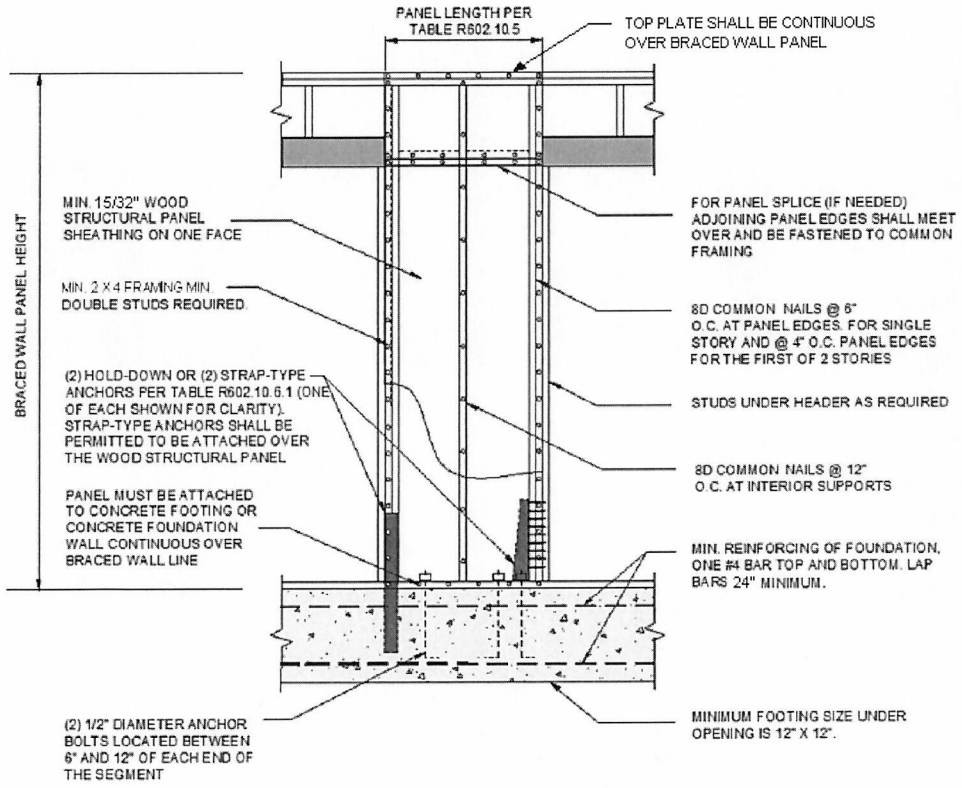
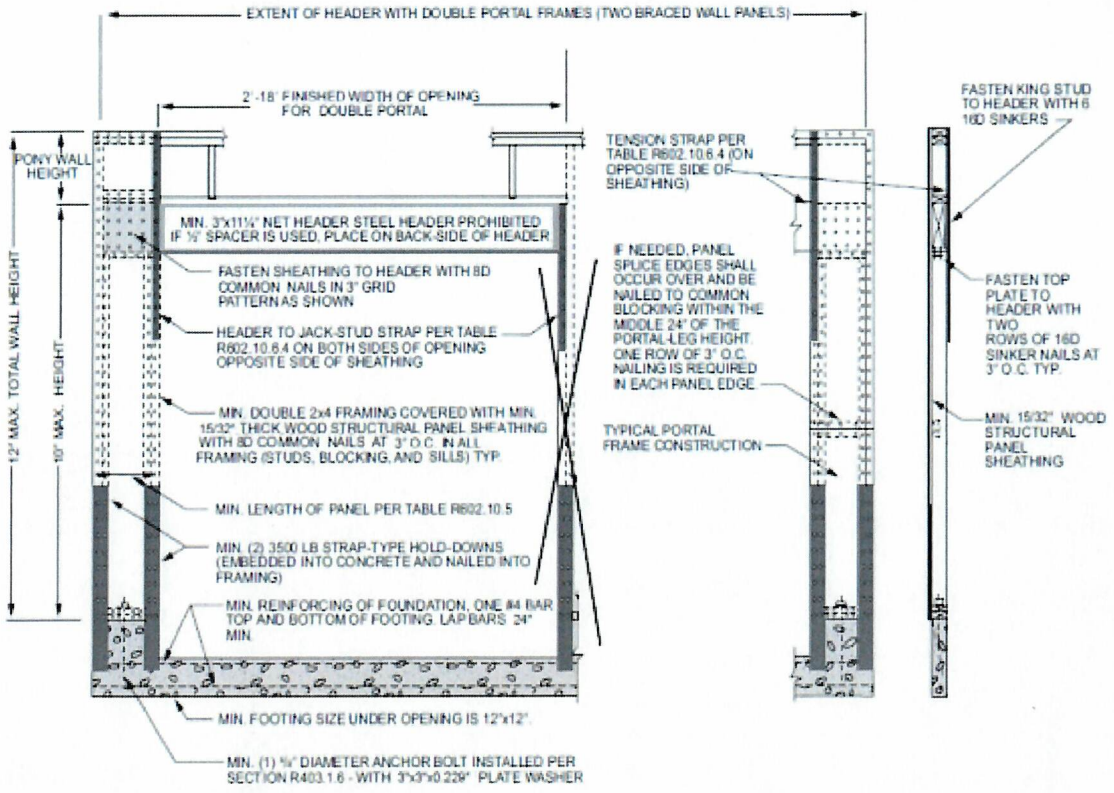



**FIGURE R602.10.6.1**
**METHOD ABW-ALTERNATE BRACED WALL PANEL**

**SECTION 8999.12** - Figure R602.10.6.2 of the 2025 Edition of the California Residential Code is 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**

**§ 8999.13** - Figure R602.10.6.4 of the 2025 Edition of the California Residential Code is amended to read as follows:

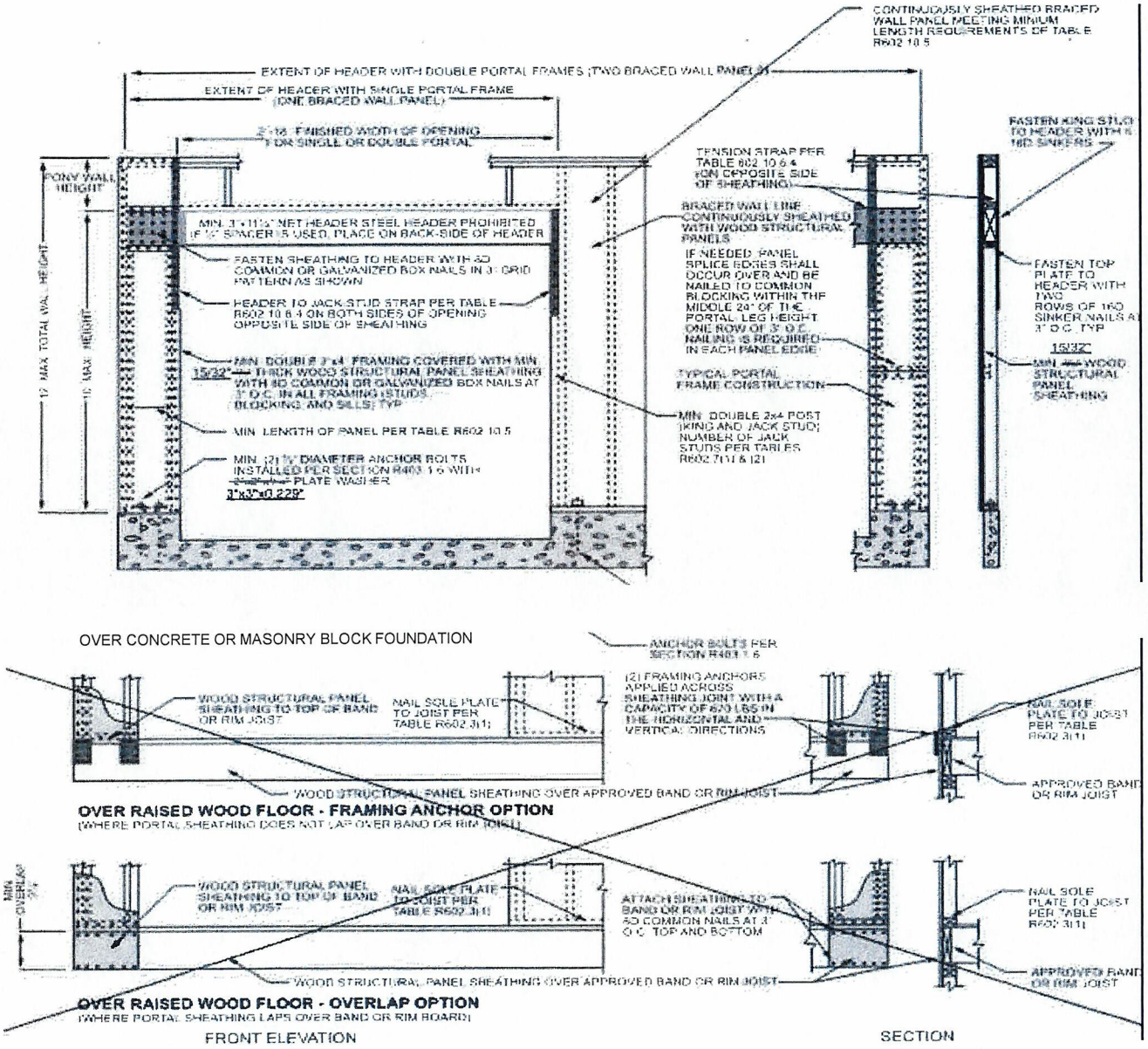



**FIGURE R602.10.6.4**
**METHOD CS-PF – CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION**

**§ 8999.14** - Section R606.4.4 of the 2025 Edition of the California Residential Code is 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.

**§ 8999.15-** Section R606.12.2.2.3 of the 2025 Edition of the California Residential Code is 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) and in accordance with the following:

1. Horizontal reinforcement. Horizontal joint reinforcement shall consist of at least one No. 4 bar spaced not more than 48 inches (1,219 mm). 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 at least one No. 4 bar spaced not more than 48 inches (1,219 mm). Vertical reinforcement shall be within 8 inches (203 mm) of the ends of masonry walls.

**§ 8999.16** - Section R803.2.4 is added to Chapter 8 of the 2025 Edition of the California Residential Code to read as follows:

**R803.2.4 Openings in horizontal diaphragms.** Openings in horizontal diaphragms shall conform with Section R503.2.4.

**§ 8999.17** - Section R1001.3.1 of the 2025 Edition of the California Residential Code is amended to read as follows:

**R1001.3.1 Vertical reinforcing.** For chimneys up to 40 inches (1,016 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 (1,016 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 (1,016 mm) in width or fraction thereof."

**SECTION 3: CEQA**. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. The City Council hereby directs City staff to file a Notice of Exemption with the Clerk of Los Angeles County within five (5) days of the adoption of this Ordinance.

**SECTION 4: SAVINGS CLAUSE.** Neither the adoption of this Ordinance nor the repeal of any other Ordinance or provision of the Downey Municipal Code referenced in this Ordinance shall affect in any manner any offense or act committed or done or any penalty or forfeiture incurred, or any right established or accruing before the effective date of this Ordinance; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered prior to the effective date of this Ordinance. The provisions of this Ordinance, insofar as they are substantially the same as ordinance provisions previously

adopted by the City relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactments. The provisions of this Ordinance shall have priority over substantially similar provisions previously adopted by the City relating to the same subject matter.

**SECTION 5: SEVERABILITY.** If any 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 section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 6:** The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

**SECTION 7: EFFECTIVE DATE**. This Ordinance shall take effect thirty (30) days after its adoption pursuant to California Government Code section 36937.

**APPROVED AND ADOPTED** this 27th day of January 2026.

_____
CLAUDIA M. FROMETA, Mayor

**ATTEST:**

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

_____
JOHN M. FUNK
City Attorney

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss:
CITY OF DOWNEY )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 26-1537 was introduced at a Regular Meeting of the City Council of the City of Downey held on the 13th day of January, 2026, and adopted at a Regular meeting of the City Council of the City of Downey held on the 27th day of January, 2026, by the following vote, to wit:

| | |
|---|---|
| AYES: | Council Members: |
| NOES: | Council Member: |
| ABSENT: | Council Member: |
| ABSTAIN: | Council Member: |

**I FURTHER CERTIFY** that a Summary of the foregoing Ordinance No. 26-1537, was published in the Downey Patriot, a newspaper of general circulation in the City of Downey, on January 15, 2026, (before introduction), and on January 29, 2026, (after adoption, including the vote thereon). It was also posted in the regular posting places in the City of Downey on the same dates.

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**ORDINANCE NO. 26-1538**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY AMENDING CHAPTERS 3, 4, 5, AND 6 OF ARTICLE III OF THE DOWNEY MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9), INCLUDING APPENDICES A THROUGH O, TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO, FOR THE PURPOSE OF PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO THE LIFE AND PROPERTY FROM FIRE OR EXPLOSION; AND ADOPTING CHAPTER 6.95 OF DIVISION 20 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR THE PURPOSE OF PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM THE HANDLING, USE, STORAGE OR RELEASE OF HAZARDOUS MATERIALS OR HAZARDOUS WASTE**

**WHEREAS,** pursuant to California Government Code Section 50022.1 *et seq.* the City of Downey ("City") may adopt by reference the 2025 California Fire Code (based on the International Fire Code, 2024 Edition, with errata, published by International Code Council (ICC)), as adopted by the State of California pursuant to Title 24, Part 9 of the California Code of Regulations; and

**WHEREAS,** California Health & Safety Code Sections 17958.5, 17958.7, and 18941.5 authorize cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic, or geologic conditions; and

**WHEREAS**, as approved by the Governor on June 30, 2025, California Assembly Bill 130 ("AB 130"), amongst other actions, amended Health & Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 by prohibiting local jurisdictions from making any modifications to the building standards between October 1, 2025 and June 1, 2031, that affect residential units unless at least one of several specified conditions exist, including a finding that the local amendments are "substantially equivalent" to prior modifications that were filed by the governing body of the local jurisdiction and that were in effect as of September 30, 2025; and,

**WHEREAS,** the City desires to adopt the 2025 California Fire Code, as adopted by Title 24, Part 9 of the California Code of Regulations ("Fire Code") with necessary amendments to assure the Fire Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic, and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses, and other occupants; and

**WHEREAS,** the Fire Chief and Building Official have each recommended that changes and modifications be made to the Fire Code, and have advised that certain changes and modifications to said Code are reasonably necessary due to local conditions within the City of Downey, and has further advised that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City of Downey; and

**WHEREAS,** the City also desires to adopt certain changes and modifications to the 2025 Fire Code, which are necessary for administrative clarification and to establish administrative standards for the effective enforcement of the building standards of the City of Downey, or are reasonably necessary to safeguard life and property within the City of Downey and do not modify a building standard pursuant to California Health & Safety Code Section 17958.5, 17958.7, and/or 18941.5; and,

**WHEREAS**, the local amendments incorporated into this Ordinance are substantially equivalent to amendments previously enacted by the City Council of the City of Downey as a result of local climatic, geological, and/or topographical conditions and which were filed with the California Building Standards Commission and in effect as of September 30, 2025; and,

**WHEREAS,** the City Council introduced this Ordinance and conducted a first reading on January 13, 2026; and,

**WHEREAS,** summary and notice of a public hearing on this Ordinance was published in the Downey Patriot, a newspaper of general circulation in the City, on January 1, 2026; and,

**WHEREAS,** the City Council held a duly-noticed public meeting on January 13, 2026, as required by law, at which time the Council determined that the adoption of the Code is in the best interest of the City and is based upon the express findings required by law; and,

**WHEREAS,** any and all other legal prerequisites relating to the adoption of this Ordinance have occurred; and

**WHEREAS,** at least one copy of the Code adopted by reference by this Ordinance was available for public inspection at the office of the City Clerk fifteen (15) days preceding the public hearing, pursuant to Government Code Section 50022.6.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1: Findings**. The City Council hereby finds that the proposed amendments to the 2025 California Fire Code are reasonably necessary because of local climatic, geologic or topographic conditions, and adopts the findings provided below to support the modifications to the 2025 California Fire Code. The City Council also finds that the proposed amendments affecting residential units are substantially equivalent to previous modifications enacted by the City Council of the City of Downey that were filed with the California Building Standards Commission and were in effect as of September 30, 2025. The City Council further finds that some changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City. The City Council hereby adopts the following (climatic, geological, and topographical, where applicable) findings to support the proposed amendments to the 2025 California Fire Code made in this Ordinance:

I. Climatic Conditions

A. The jurisdiction of the City of Downey (or, "City") is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. For example, during July, August and September, temperatures often exceed 100 degrees Fahrenheit. During the same months humidity is usually less than 40%, and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions. The City, being in the Southern California area, is also subject to "Sundowner" or "Santa Ana" winds that, should a fire occur, cause the fire to spread rapidly over wood shake roofs which are common in the residential areas. These hot, dry (Santa Ana) winds may reach speeds of 70 M.P.H. or greater. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent

periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the City. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb 75 feet vertically up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, there is a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type fire-fighting apparatus above this height would place rescue personnel at increased risk of injury.

B. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already- taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

C. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Development has occurred in the City and continues to occur in the City and such development has resulted in severe traffic congestion during peak business hours, weekends and holidays, thus increasing the response time of fire and emergency service vehicles, particularly on the following streets and highways: Florence Avenue, Firestone Boulevard, Imperial Highway, Paramount Boulevard, Lakewood Boulevard, Brookshire Avenue, Bellflower Boulevard.

B. These topographical conditions combine to create a situation which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property. Due to these topographical conditions and the expected infrastructure damage inherent in seismic zones described below, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) requirements for a given structure. Numerous fires have occurred within the City in residential structures (houses, apartments, hotels, motels, and dormitories) over the past several years that have automatic fire protection systems, and in all of these fires, the automatic fire protection systems have successfully controlled and/or suppressed the fire

before the emergency response personnel have been able to arrive at the structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the fire department.

III. Geological Conditions

A. The City of Downey is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake shaking in the recent past (earthquakes measuring larger than a magnitude 5 on the Richter Scale) and can be expected to experience significant strong ground shaking within the foreseeable future. The City is a densely populated area that has buildings constructed over and near a vast and complex network of faults that increase the likelihood of catastrophic damage when a seismic event occurs and which are believed to be capable of producing future earthquakes similar or greater in size to the 1994 Northridge and the 1971 Sylmar earthquakes in Southern California.

B. The seismotectonic setting of the City is dominated by the Norwalk fault, which traverses the northern portion of the City. The City is also in close proximity to the San Andreas fault, which is located 40 miles to the northeast, the Whittier fault, located 10 miles to the northeast and the Newport-Inglewood fault, located 10 miles to the southwest. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including fire, damage to roadways and other impairments of emergency apparatus. Existing and planned developments are at risk from structural damage from earthquake faults. Improved standards are necessary to ensure that maximum safety is provided to persons and property.

C. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants.

IV. The findings above are applicable to the Amendments to the 2025 California Fire Code as follows:

| 2025 CFC Section Amended or Added | Title/Description | Findings (Administrative, I, II, III) |
|---|---|---|
| 103.1 | Amend CFC Section 103.1, "General" | Administrative |
| 105.2 | Amend CFC Section 105.2, "Permit Application" to reference Permit Investigation Fee and Construction Plan submittal | Administrative |
| 105.3 | Amend CFC Section 105.3 confirming fire code official's authority to impose conditions on a permit | Administrative |
| 105.5 | Amend CFC Section 105.5.36 ("Required Operational Permits: Open Burning") to include recreational fires | Administrative |
| 106.1 | Amend CFC Section 106.1 ("Construction Documents: Submittals") to reference electronic plan submittal | Administrative |

| | | |
|---|---|---|
| 106.1 | Add CFC Section 106.1.1 ("Requirement for Submission of Electronic Plans") to require electronic plan submittal | Administrative |
| 108 | Add CFC Section 108.5.1 ("Related Fees") to reference field inspection fees | Administrative |
| 202 | Amend CFC 202 ("Definitions") | Administrative I, II, III |
| 307 | Add CFC Section 307.6 ("Recreational Fires: Approved Times") | Administrative |
| 307 | Add CFC Section 307.7 ("Additional Requirements for Recreational Fires") | Administrative |
| 324 | Add CFC Section 324 ("Vehicles Creating Hazard") regarding fire officer determination that vehicle parked or stopped creates an immediate danger or fire hazard, authority to request police department removal of vehicle at expense of registered owner and providing notice thereto | Administrative, I, II, III |
| 503.4 | Amend CFC Section 503.4, "Obstruction of Fire Apparatus Access Roads" | Administrative, I, II, III |
| 511 | Add CFC Section 511, "Requirement for In Building Communication System" | Administrative, I, II, III |
| 903.6 | Add Section 903.6.1 ("Automatic Sprinkler Systems: Existing Non-Residential Occupancies") | Administrative I, II, III |
| 903.6 | Add Section 903.6.1 ("Automatic Sprinkler Systems: Existing Residential Occupancies") | Administrative I, II, III |
| 907.9 | Amend 907.9 ("Fire Alarm and Detection Systems: Where Required in Existing Buildings and Structures") | Administrative I, II, III |
| 2411 | Add CFC Section 2411 ("Flammable and Combustible Coatings") | Administrative, I, II, III |
| 3313 | Add CFC Section 3313 ("Requirements for Fire Safety During Construction of Certain Wood Frame Buildings") | Administrative, I, II, III |
| 4801.2.1 | Add CFC Section 4801.2.1 ("General authority") | Administrative |
| 4803 | Add CFC 4803.4 ("Motion Picture and Television Production Studio Sound Stages: Permit Required") | Administrative |
| 4807.2 | Add CFC Section 4807.2 ("Substitution of Temporary Fire/Life Safety Services for Commercial Activities") | Administrative |
| Chapter 50 | Add DMC Title 3, Chapter 4 ("Hazardous Materials Code") | Administrative |
| 507 | Add DMC Title 3, Chapter 6, Sections 3600 ("Water Mains: Fire Hydrants") and 3610 ("Hydrant Placement") | Administrative I, II, III |
| Appendix D, Section D101.1.1 | Add Section D101.1.1 ("Identification of Fire Lanes") | Administrative, I, II, III |
| Appendix D, Section D103.4 | Amend Section D103.4 ("Dead Ends") | Administrative, I, II, III |
| Appendix D, Section D103.6 | Amend Section D103.6 ("Signs") | Administrative, I, II, III |
| Appendix D, Section D103.7 | Add Section D103.7 ("Red Curbs") | Administrative, I, II, III |

| | | |
|---|---|---|
| Appendix D, Section D103.8 | Add Section D103.8 ("Roadway Striping") | Administrative, I, II, III |

**SECTION 2:** Attachments "A", "B", and "C" attached hereto are adopted by reference herein in Section 3324 of Section 3 of this Ordinance, providing for fire apparatus turnaround specifications for fire access roads greater than 150 feet in length.

**SECTION 3:** Chapter 3 ("Fire Code") of Article III ("Public Safety") of the Downey Municipal Code is hereby repealed in its entirety and amended to read as follows:

## CHAPTER 3
## FIRE CODE

**§ 3300 CODE ADOPTION**
**§ 3301 ADOPTED APPENDICES**
**§ 3302 ESTABLISHMENT AND DUTIES OF BUREAU OF FIRE PREVENTION**
**§ 3303 ENFORCEMENT AUTHORITY**
**§ 3304 PERMIT APPLICATION AND FEES**
**§ 3305 CONDITIONS OF A PERMIT**
**§ 3306 RECREATIONAL FIRE PERMITS**
**§ 3307 CONSTRUCTION DOCUMENTS**
**§ 3308 REQUIREMENT FOR SUBMISSION OF ELECTRONIC PLANS**
**§ 3309 FEES**
**§ 3310 DEFINITIONS**
**§ 3311 RECREATIONAL FIRES**
**§ 3312 VEHICLE CREATING HAZARD**
**§ 3313 ALLEY MAINTENANCE**
**§ 3314 REQUIREMENT FOR IN BUILDING COMMUNICATION SYSTEM**
**§ 3315 AUTOMATIC SPRINKER SYSTEM – REQUIRED INSTALLATION IN EXISTING NON-RESIDENTIAL OCCUPANCIES**
**§ 3316 AUTOMATIC SPRINKER SYSTEM – REQUIRED INSTALLATION IN EXISTING RESIDENTIAL OCCUPANCIES**
**§ 3317 FIRE ALARMS – REQUIRED INSTALLATIONS**
**§ 3318 FLAMMABLE OR COMBUSTIBLE COATINGS**
**§ 3319 ELEVATOR SIZING FOR EMERGENCY TRANSPORTATION EQUIPMENT**
**§ 3320 REQUIREMENTS FOR FIRE SAFETY DURING CONSTRUCTION OF CERTAIN WOOD FRAME BUILDINGS**
**§ 3321 MOTION PICTURE AND TELEVISION PRODUCTION, GENERAL AUTHORITY**
**§ 3322 MOTION PICTURE AND TELEVISION PRODUCTION – PERMIT REQUIRED**
**§ 3323 SUBSTITUTION OF TEMPORARY FIRE/LIFE SAFETY SERVICES FOR COMMERCIAL ACTIVITIES**
**§ 3324 DESIGNATION OF FIRE LANES AND TURN AROUND SPECIFICATIONS**

### § 3300. CODE ADOPTION.

There is hereby adopted by the City Council of the City of Downey for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous conditions, or explosion, the 2025 Edition of the California Fire Code (California Code of Regulations, Title 24, Part 9), as modified and amended by this chapter, and hereby collectively declared to be the Downey Fire Code.

One copy of all the above is on file in the Office of the City Clerk for public inspection and is adopted with the same force and effect as through set out herein in full.

## § 3301. ADOPTED APPENDICES.

The following appendices of the 2025 Edition of the California Fire Code are adopted as though fully set forth herein, together with certain modifications and amendments as set forth in this chapter:

1. Appendix A - Board of Appeals;
2. Appendix B - Fire-Flow Requirements for Buildings;
3. Appendix BB – Fire-Flow Requirements for Buildings;
4. Appendix C - Fire Hydrant Locations and Distribution;
5. Appendix CC – Fire Hydrant Locations and Distribution;
6. Appendix D - Fire Apparatus Access Roads;
7. Appendix E - Hazard Categories;
8. Appendix F - Hazard Ranking;
9. Appendix G - Cryogenic Fluids-Weight and Volume Equivalents;
10. Appendix H - Hazardous Materials Management Plans and Hazardous Materials Inventory Statements;
11. Appendix I - Fire Protection Systems-Noncompliant Conditions;
12. Appendix J - Building Information Sign;
13. Appendix K - Construction Requirements for Existing Ambulatory Care Facilities;
14. Appendix I - Requirements for Fire Fighter Replenishment Systems;
15. Appendix M - High-Rise Buildings - Retroactive Automatic Sprinkler Requirement;
16. Appendix N - Indoor Trade Shows and Exhibitions;
17. Appendix O - Temporary Haunted Houses, Ghost Walks and Similar Amusements

## § 3302. ESTABLISHMENT AND DUTIES OF BUREAU OF FIRE PREVENTION.

The 2025 Edition of the California Fire Code, as adopted and amended herein, shall be enforced by the Bureau of Fire Prevention of the Fire Department of the City of Downey which is hereby established, and which shall be operated under the supervision of the Chief of the Fire Department. The Fire Chief shall appoint the Fire Marshal in charge of the Bureau of Fire Prevention.

## § 3303. ENFORCEMENT AUTHORITY.

Section 103.1 ("Creation of Agency") of Chapter 1, Division II of the 2025 Edition of the California Fire Code is amended to read as follows:

**103.1 General**.
The Bureau of Fire Prevention of the Fire Department of the City of Downey is hereby established within the jurisdiction and shall be operated under the supervision of the Chief of the Fire Department. The function of the Department shall be the implementation, administration and enforcement of the provisions of the code.

## § 3304. PERMIT APPLICATION AND FEES.

Section 105.2 ("Permits: Application") of Chapter 1, Division II of the 2025 Edition of the California Fire Code is hereby amended to read as follows:

**105.2 Application and Fees**.

Any application for plan check and/or a permit required by this code shall be made to the fire code official in such form and detail described by the fire code official. Applications for permits shall be accompanied by the following:

A. **Fees**. All plan check fees, permit fees, and other fees set forth in Section 108, as established by Resolution of the City Council;

B. **Permit Investigation Fee**. When work has begun prior to the issuance of a valid permit and staff time is necessary for Code compliance, a Permit Investigation Fee, as established by Resolution of the City Council, for the administrative time required to research the project and appropriately permit the work.

C. **Construction Plans and Supporting Documents**. Such construction plans, reports, and other supporting documents as set forth in Section 106 ("Construction Documents") or as otherwise described by the fire code official.

**§ 3305. CONDITIONS OF A PERMIT.**

Section 105.3 ("Conditions of a Permit") of Chapter 1, Division II of the 2025 Edition of the California Fire Code is hereby amended by adding the following language:

The fire code official is authorized to impose reasonable conditions upon any permit issued pursuant to this Code consistent with the intent of this Code and reasonably necessary to protect the public health, safety, and welfare from hazardous conditions that could result from the activities or conditions authorized by the permit.

**§ 3306. RECREATIONAL FIRE PERMITS.**

Section 105.5.36 ("Required Operational Permits: Open Burning") of Chapter 1, Division II of the 2025 Edition of the California Fire Code is hereby amended to read as follows:

**105.5.36 Open burning and Recreational Fire.**

An operational permit is required for any kindling or maintaining of an open burning or recreational fire on any public sidewalk, street, alley, road, or other public or private ground. Open burnings and recreational fires shall be conducted in compliance with the requirements of Section 307, as well as any other instructions, stipulations, and conditions of the permit. No permit shall be issued for an open burning or recreational fire on private property without proof that the applicant has provided notification to the owners of the properties adjoining where the open burning or recreational fire will be kindled or maintained.

**§ 3307. CONSTRUCTION DOCUMENTS.**

Section 106.1 ("Construction Documents: Submittals") of Chapter 1, Division II of the 2025 Edition of the California Fire Code is hereby amended to read as follows:

Construction plan documents shall be submitted for all work performed for which a permit is required under Section 105 of the 2025 California Fire Code. Construction documents and supporting data shall be submitted in accordance with Sections 106.1 and 106.1.1 of this code. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.

**Exception**: The fire code official is authorized to waive the submission of construction documents and supporting data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

## § 3308. REQUIREMENT FOR SUBMISSION OF ELECTRONIC PLANS.

Section 106.1 ("Construction Documents: Submittals") of Chapter 1, Division II of the 2025 Edition of the California Fire Code is hereby amended by adding thereto Section 106.1.1 to read as follows:

**106.1.1 Requirement for submission of electronic plans**.
All applicants for commercial and public building projects in the City of Downey will be required to submit to the Downey Fire Department an accurate electronic copy of the following "layers":

A. Site Plan
B. Floor Plan with service rooms identified, and exits clearly identified
C. Utility shut off locations
D. Roof detail
E. Fire alarm system
F. Fire extinguishing system
G. Fixed extinguishing system
H. High Piled Storage

**NOTES:**
1. The submittal will be in the approved file format as agreed upon with the Fire Prevention Bureau.
2. The submittal will through the Citizen Access portal – or other City-approved method.
3. The submittal will be a condition prior to issuing an Occupancy Certificate
4. The "City" will provide a confidentiality agreement to the architect agreeing to use the provided electronic plans for public safety use only.

## § 3309. FEES.

Section 108 ("Fees") of Chapter 1, Division II of the 2025 Edition of the California Fire Code is hereby amended by adding thereto Section 108.5.1 to read as follows:

**108.5.1 FIELD INSPECTION FEES**
In addition to all other applicable fees, all field inspection requests must be accompanied by a field inspection fee as established by Resolution of the City Council.

## § 3310. DEFINITIONS.

Section 202 ("Definitions") of the 2025 Edition of the California Fire Code is hereby amended by adding or amending the following terms:

**AUTHORITY HAVING JURISDICTION.** The organization, office or individual responsible for approving equipment, installation or procedure.

**FIRE CODE OFFICIAL**. The Chief of the Downey Fire Department or authorized designee

thereof.

**HIGH RISE BUILDING**. All buildings having floors used for human occupancy located more than fifty-five feet (55') above the lowest level of Fire Department vehicle access are considered HIGH-RISE BUILDINGS. Campus Facilities and "Special Structures" as addressed in NFPA 101, facilities which include open structures, towers, water-surrounded structures, piers, underground and windowless structures, high rise buildings, membrane structures, tents, covered mall buildings or traditional occupancies that are located in special or unusual structures, shall conform to the requirements of this Section in addition to other recognized codes and standards.
**JURISDICTION** shall mean the City of Downey.

**RECREATIONAL FIRE**. An outdoor fire for pleasure, religious, ceremonial, cooking, warmth, or similar purposes, where the fuel being burned is not contained in an adequate or approved barbecue grill. Recreational fire shall include, but shall not be limited to, barbecue pits, bonfires, fire pits, outdoor fireplaces, and portable outdoor fireplaces.

## § 3311. RECREATIONAL FIRES

Section 307 of Chapter 1, Division II of the 2025 Edition of the California Fire Code is hereby amended by adding thereto Sections 307.6 and 307.7 to read as follows:

**307.6 Recreational Fires: Approved Times**
No recreational fire shall be kindled or maintained during the following prohibited times:

A. Prior to 7:00 a.m. on any day of the week;

B. After 10:00 p.m., Sunday through Thursday; or,

C. After 12:00 a.m. (midnight), Friday and Saturday.

**307.7 Additional Requirements for Recreational Fires**
No person shall kindle or maintain a recreational fire unless in compliance with the following:

A. **Combustibles and Flammables**. No oils, combustible and flammable liquids, rubber, plastics, chemically treated materials, construction materials, hazardous waste, and rubbish/trash shall be burned or used as starting materials. No flammable or combustible liquids shall be used to kindle or rekindle a fire.

B. **Total Fuel Load**. The total fuel load of the recreational fire shall not exceed three feet (3') in diameter or two feet (2') in height.

C. **Liability**. The owner of the property on which a recreational fire is kindled or maintained shall be responsible and liable for damages or injuries that directly or indirectly result from the recreational fire.

D. **Permanent Outdoor Fireplaces and Barbecues**. No person shall install, erect, place, maintain, or use any ay permanent outdoor fireplace or permanent outdoor barbecue in the City unless all requisite permits have been issued and finalized for the fireplace or barbecue.

## § 3312. VEHICLE CREATING HAZARD.

Section 324 is hereby added to Chapter 3 ("General Requirements") of the 2025 Edition of the California Fire Code to read as follows:

**324 VEHICLE CREATING HAZARD.**
Whenever it is determined by a Fire Officer, that an unattended or attended vehicle parked or stopped upon any public street, road, alley, right of way, or upon private property creates an immediate danger or fire hazard to itself, other vehicles, persons or surrounding property; such Fire Officer shall request the Police Department to cause the removal of the vehicle to a safe location and the Police Department shall cause the removal at the expense of the Registered Owner of the vehicle and Notice of the removal shall be given to the Registered Owner as soon as feasible.

## § 3313. ALLEY MAINTENANCE.

Section 503.4 ("Obstruction of Fire Apparatus Access Roads") of the 2025 Edition of the California Fire Code is hereby amended by adding thereto language to read as follows:

No person owning or occupying or having the possession or control of any property bordering on any public alley in the City shall fail, refuse, or neglect to keep the portion of such alley between the center line thereof and the property line of such property free from garbage, rubbish, and combustible materials or compounds and flammable liquids and other obstructions.

## § 3314. REQUIREMENT FOR IN BUILDING COMMUNICATION SYSTEM.

Section 511 is hereby added to Chapter 5 ("Fire Service Features") of the 2025 Edition of the California Fire Code to read as follows:

**SECTION 511**
**REQUIREMENT FOR IN BUILDING COMMUNICATION SYSTEM**

**511.1 General**. Except as otherwise provided, no person shall erect, construct, change the use of or provide an addition of more than 20 percent to any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for the City of Downey radio communications system, including but not limited to firefighters and police officers. In-building communications will be provided for ALL subterranean structures constructed after passage of this ordinance. For purposes of this section, adequate radio coverage shall include all of the following:

A. A minimum signal strength of -95 dbm available in 90 percent of the area of each floor of the building when transmitted from the closest City of Downey radio communications system site;

B. A minimum signal strength of -95 dbm received at the closest City of Downey radio communications system site when transmitted from 90 percent of the area of each floor of the building;

C. The frequency range which must be supported shall be the current band of frequencies used by the City of Downey; and

D. A 100 Percent Reliability Factor. When measuring the performance of a bi-directional amplifier, signal strength measurements are based on one input signal adequate to obtain a maximum continuous operating output level.

**511.2 Amplification Systems Allowed**. Buildings and structures which cannot support the required level of radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC type accepted bi-directional 800 MHz amplifiers as needed. If any part of the installed system or systems contains an electrically powered component, the system shall be capable of operating on an independent battery and/or generator system for a period of at least 12 hours without external power input. The battery system shall automatically charge in the presence of an external power input. If used, bi-directional amplifiers shall include filters to reduce adjacent frequency interference. These filters shall be tuned so that they will be 35 dbm below the City of Downey frequencies.

**511.3 Testing Procedures**.

A. **Acceptance Test Procedure**. When an in-building radio system is required, and upon completion of installation, it will be the building owner's responsibility to have, the radio system tested to ensure that two-way coverage on each floor of the building is a minimum of 90 percent. Each floor of the building shall be divided into a grid of approximately 20 equal areas. A maximum of two nonadjacent areas will be allowed to fail the test. In the event that three of the areas fail the test, in order to be more statistically accurate, the floor may be divided into 40 equal areas. A maximum of four nonadjacent areas will be allowed to fail the test. After the 40-area test, if the system continues to fail, it will be the building owner's responsibility to have the system altered to meet the 90 percent coverage requirement. The test shall be conducted using a UHF and VHF portable radio, talking through the City of Downey radio communications system as specified by the authority having jurisdiction. A spot located approximately in the center of a grid area will be selected for the test, then the radio will be keyed to verify two-way communications to and from the outside of the building through the City of Downey Radio Communications System. Once the spot has been selected, prospecting for a better spot within the grid area will not be permitted.

The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified each year during the annual tests. In the event that the measurement results become lost, the building owner will be required to rerun the acceptance test to reestablish the gain values.

As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure that spurious oscillations are not being generated by the subject bi-directional amplifier (BOA) due to coupling (lack of sufficient isolation) between the input and output systems. This test will be conducted at time of installation and subsequent annual inspections.

B. **Annual Tests**. When an in-building radio system is required, it shall be the building owner's responsibility to have all active components of the system, such as amplifiers and power supplies and backup batteries tested to a minimum of once every 12 months. Amplifiers shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If within the one hour test period, and in the opinion of the testing technician, the battery exhibits symptoms of failure, the test shall be extended for additional one hour

periods until the integrity of the battery can be determined. All other active components shall be checked to determine that they are operating within the manufacturer's specifications for the intended purpose.

C. **Five Year Tests**. In addition to the annual test, it shall be the building owner's responsibility to perform a radio coverage test a minimum of once every five (5) years to ensure that the radio system continues to meet the requirements of the original acceptance test.

D. **Qualifications of Testing Personnel**. Personnel conducting radio system tests shall be qualified to perform the work. All tests shall be conducted, documented and signed by a person in possession of a current FCC license, or a current technician certification issued by the Associated Public-Safety Communications Officials International (APCO) or the Personal Communications Industry Association (PCIA). All test records shall be retained on the inspected premises by the building owner and a copy submitted to the fire department officials.

**511.4 Field Testing**. Police and fire personnel, after providing reasonable notice to the owner or his representative, shall have the right to enter onto the property to conduct field testing to be certain that the required level of radio coverage is present.

**511.5 Exemptions**. This section shall not apply to: buildings less than 5000 square feet or any R- 3 occupancy.

## § 3315. AUTOMATIC SPRINKLER SYSTEMS – REQUIRED INSTALLATION IN EXISTING NON-RESIDENTIAL OCCUPANCIES.

Section 903.6 ("Automatic Sprinkler Systems: Where Required in Existing Buildings and Structures") of the 2025 California Fire Code is hereby amended by adding thereto Section 903.6.1 to read as follows:

**903.6.1 Existing non-residential occupancies**.

Notwithstanding the provisions of Section 903.6 ("Automatic Sprinkler Systems: Where Required in Existing Buildings and Structures") and Chapter 11 ("Construction Requirements for Existing Buildings") of this code, existing buildings and structures with non-residential occupancies shall be equipped with an approved automatic sprinkler system in accordance with the 2025 Edition of the California Fire Code and NFPA 13 throughout if:

A. Such building(s) and/or structure(s) would require the installation of an automatic sprinkler system in accordance with 2025 California Fire Code if determined to be a "new building or structure"; AND,

B. During any period of thirty-six (36) consecutive months, the building(s) or structure(s), or any portion thereof – including the appurtenant electrical, gas, mechanical, and plumbing system, has been enlarged, altered, modified, converted, or replaced, to the extent that exceeded fifty percent (50%) of the value of said building(s) or structure(s), as determined by the Building Official or Fire Chief.

For the purpose of this section, an existing building or structure shall be deemed to be valued as determined by the Building Official or Fire Chief as per the most current edition of the ICBO Building Standards - Building Valuation Data.

**Exception**: Signs, landscape, and parking lot improvements shall be exempt from such valuation.

## § 3316. AUTOMATIC SPRINKLER SYSTEMS – REQUIRED INSTALLATION IN EXISTING RESIDENTIAL OCCUPANCIES.

Section 903.6 ("Automatic Sprinkler Systems: Where Required in Existing Buildings and Structures") of the 2025 California Fire Code is hereby amended by adding thereto Section 903.6.2 to read as follows:

**903.6.2 Existing residential occupancies**.
Notwithstanding the provisions of Section 903.6 ("Automatic Sprinkler Systems: Where Required in Existing Buildings and Structures") and Chapter 11 ("Construction Requirements for Existing Buildings") of this code, existing buildings and structures with residential occupancies shall be equipped with an approved automatic sprinkler system in accordance with the 2025 Edition of the California Fire Code and NFPA 13D throughout if:

A. Any existing building or structure with less than five thousand (5,000) square feet of floor area is enlarged, altered, modified, converted, or replaced to an extent that would exceed five thousand (5,000) square feet of floor area; OR,

B. During any period of thirty-six (36) consecutive months, an existing building(s) or structure(s) exceeding five thousand (5,000) square feet of floor area, or any portion thereof – including the appurtenant electrical, gas, mechanical, and plumbing system, has been enlarged, altered, modified, converted, or replaced, to the extent that exceeded fifty percent (50%) of the value of said building(s) or structure(s), as determined by the Building Official or Fire Chief.

For the purpose of this section, an existing building or structure shall be deemed to be valued as determined by the Building Official or Fire Chief as per the most current edition of the ICBO Building Standards - Building Valuation Data.

**Exception**: Signs, landscape, and parking lot improvements shall be exempt from such valuation.

## § 3317. FIRE ALARMS – REQUIRED INSTALLATIONS

Section 907.9 ("Fire Alarm and Detection Systems: Where Required in Existing Buildings and Structures") of the 2025 Edition of the California Fire Code are hereby amended to read as follows:

**907.9 Where required in existing buildings and structures.**

An approved fire alarm and detection system shall be provided in existing buildings and structures where required in Chapter 11 ("Construction Requirements for Existing Buildings").

Notwithstanding the provisions of Chapter 11, existing buildings and structures shall be equipped with an approved Automatic Fire Alarm and Detection System in accordance with the 2025 Edition of the California Fire Code and NFPA 72 throughout if:

A. Such building(s) and/or structure(s) would require the installation of a fire alarm and detection system in accordance with 2025 California Fire Code if determined to

be a "new building or structure"; and,

B. During any period of thirty-six (36) consecutive months, the building(s) or structure(s), or any portion thereof – including the appurtenant electrical, gas, mechanical, and plumbing system, has been enlarged, altered, modified, converted, or replaced, to the extent that exceeded fifty percent (50%) of the value of said building(s) or structure(s), as determined by the Building Official or Fire Chief.

For the purpose of this section, an existing building or structure shall be deemed to be valued as determined by the Building Official or Fire Chief as per the most current edition of the ICBO Building Standards - Building Valuation Data.

**Exception**: Signs, landscape, and parking lot improvements shall be exempt from such valuation.

## § 3318. FLAMMABLE OR COMBUSTIBLE COATINGS.

Section 2411 is hereby added to Chapter 24 ("Flammable Finishes") of the 2025 Edition of the California Fire Code to read as follows:

### SECTION 2411. FLAMMABLE AND COMBUSTIBLE COATINGS

**2411.1 Roof Coatings**. No person shall apply by any means, a flammable or combustible liquid material or any product as a roof coating, upon any structure, unless such material has been approved for such use by a recognized testing agency.

**2411.2 Driveway Coatings**. No person shall apply by any means, a flammable or combustible liquid material or any product as a driveway coating, upon any structure, unless such material has been approved for such use by a recognized testing agency.

## § 3319. ELEVATOR SIZING FOR EMERGENCY TRANSPORTATION EQUIPMENT.

Elevators installed in building(s) as required by the Building Department shall be appropriately sized to accommodate both emergency medical staff (minimum of three (3) persons plus patient) and associated local emergency equipment such as gurneys and medical supplies, as described in Section 3002.4 ("Elevator Car to Accommodate Ambulance Stretcher") of Chapter 30 ("Elevators and Conveying Systems") of the 2025 Edition of the California Building Code.

## § 3320. REQUIREMENTS FOR FIRE SAFETY DURING CONSTRUCTION OF CERTAIN WOOD FRAME BUILDINGS.

Section 3313 is hereby added to Chapter 33 of the 2025 California Fire Code to read as follows:

### "SECTION 3313
### REQUIREMENTS FOR FIRE SAFETY DURING CONSTRUCTION OF CERTAIN WOOD FRAME BUILDINGS

**3313.1 General**.
The provisions of this Ordinance shall apply only to activities occurring during the construction of certain wood frame buildings as specified herein. Nothing contained in this

Ordinance shall be construed to alter such building occupancy standards or fire protection measures for wood frame or other construction methods as may otherwise be set forth in this code.

A. No person shall engage in any aspect of construction on a large or major wood frame building project, or permit or authorize any such construction to occur, except in full compliance with this Ordinance.

B. The property owner, as identified on the application for a building permit for a large or major wood frame building project, shall be liable for full compliance with this Ordinance.

The Fire Chief or responsible fire code official and the Chief Building Official are authorized to, from time to time, as necessary to implement this Ordinance, issue, review and revise administrative regulations to implement the provisions of this Ordinance, including but not limited to regulations concerning the required content of construction fire protection plans and the manner in which fire safety officer duties are to be performed.

**3313.2 Definitions**.

The definitions contained in this part shall govern the interpretation of this Ordinance. Where terms are not specifically defined in this Ordinance, the definitions contained in Ordinances and Title 24 of this code shall control.

Building height. "Building Height" for the purpose of this Ordinance only, shall mean the vertical distance above a reference datum, measured to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whichever yields the greatest height of building: (1) The elevation of the highest natural ground surface within a five-foot horizontal distance of the exterior wall of the building when the highest such natural ground surface is not more than ten feet above the lowest grade; or (2) An elevation ten feet higher than the lowest grade when the natural ground surface described in (1) is more than ten feet above the lowest grade.

Construction fire protection plan. "Construction fire protection plan" means a document which specifies measures and practices to be incorporated into the construction process to minimize the potential for the occurrence and spread of fires, and to facilitate firefighting efforts during building construction.

Exposed wood framing. "Exposed wood framing" means the area of a large or major wood frame building project that is enclosed, in whole or in part, by wood stud framing and decking of the floor or roof above. Attics not designated for occupancy, balconies open to the sky and other similar open space are not included in this square footage calculation. For the purpose of measuring total square footage of wood framing, any adjacent ongoing wood frame construction is considered to be within the project when adjacent structures are separated by less than sixty feet of open air.

Fire safety officer. "Fire safety officer" means an individual employed on a construction job site whose job function is to minimize the potential for the occurrence and spread of fires in accordance with the requirements of this Ordinance and the approved construction fire protection plan. The duties of a fire safety officer shall be in addition to, and do not supersede, the duties of any contractor or individual engaging in activities which have the potential to cause the occurrence or spread of fire, including but not limited to the duties specified in Chapter 33 of the 2025 California Fire Code,

as adopted in this code.

Hot work. "Hot work" means construction activities including, but not limited to, cutting, welding, use of open torch, brazing, and glass blowing, which are regulated by Chapter 35 of the 2016 California Fire Code, as adopted in this code.

Large wood frame building project. "Large wood frame building project" means a building project utilizing exposed wood framing in the construction of fifteen or more attached dwelling units, or construction exceeding a total of fifty thousand square feet.

Major wood frame building project. Major wood frame building project" is large wood frame building project which will either:

A Exceed two hundred fifty thousand square feet; or

B. Exceed two hundred thousand square feet if the project exceeds fifty feet in height

Maximum allowable exposed wood framing limit. "Maximum allowable exposed wood framing limit" means:

A Two hundred fifty thousand square feet; or

B. Two hundred thousand square feet for a large wood frame building project which exceeds fifty feet in height.

Mitigating fire protection barrier. "Mitigating fire protection barrier" means at least one layer of 5/8-inch gypsum board or other fire resistive blocking located at the end of a fire resistive area or separation wall or party wall, and installed such that the mitigating fire protection barrier(s) and fire resistive wall(s) enclose area(s) of not less than ten thousand square feet and not more than fifty thousand square feet.

**3313.3 Specific requirements.**

A. No building permit shall be issued which allows the commencement of wood frame construction on a large or major wood frame building project, unless the Fire Chief or responsible fire code official has provided written approval of a construction fire protection plan for the project.

B. Construction fire protection plans for a large or major wood frame building project shall state how the requirements of this ordinance and all other fire safety requirements shall be met during construction of the project. Construction fire protection plans for major wood frame building projects shall, in addition, state how off-hours security will be addressed, and how construction sequencing, including the installation of mitigating fire protection barriers, will be utilized to minimize the potential for the occurrence and spread of fire.

C. No person shall engage in, permit, authorize or allow any aspect of construction on any project for which a construction fire protection plan has been approved unless the Fire Chief or responsible fire code official has provided written approval of a fire protection plan for the project.

D. No person shall engage in, permit, authorize or allow any aspect of construction on any project for which a construction fire protection plan has been approved except in full compliance with the approved construction fire protection plan for the project.

E. The approved construction fire protection plan shall be a condition of the building permit and a copy of the plan shall be maintained on site at all times during construction of the project.

**3313.4 Fire Safety Officer Requirements**.

A. No person shall perform, permit, authorize or allow any hot work on any large or major wood frame building project, after wood framing has commenced, unless a fire safety officer is present on the project site at all times while hot work is being performed.

B. A fire safety officer shall monitor, confirm and document the following:

1. That a fire watch as required by Chapter 33 of the 2025 Edition of the California Fire Code, as adopted in this code.

2. That storage, use and handling of flammable liquids conforms to all federal, state and local, legal and administrative requirements;

3. That construction debris is promptly removed from the project site;

4. That fire protection equipment, including fire extinguishers, fire hydrants, standpipes, and other fire service connections, are in place and operational, as required by law or specified in the approved construction fire protection plan;

5. That mitigating fire protection barriers are in place on any major wood frame building project, in accordance with this ordinance and the construction sequencing requirements of the approved construction fire protection plan;

6. That such other requirements relating to fire safety have been met, as may be specified in this code, in the regulations adopted pursuant to this Ordinance, or in the approved construction fire protection plan.

**3313.5 Basic Fire Protection Facilities**.

A. No person shall commence, permit, authorize or allow wood framing or engage in any construction activity after the commencement of wood frame construction on a large or major wood frame building project, unless an all-weather access road is in place, meeting the requirements of Section 3310 of the 2025 California Fire Code, or such other fire apparatus access requirements as may be specified in the construction fire protection plan for the project, or in any development or building permit for the project, are in place and functional.

B. No person shall commence, permit, authorize or allow wood framing or engage in, permit, authorize or allow any construction activity after the commencement of wood frame construction on a large or major wood frame building project, unless all fire protection equipment, including fire extinguishers, fire hydrants, standpipes and other fire service connections, are in place and operational, as required by law or specified in the approved construction fire protection plan.

**3319.6 Mitigating Fire Protection Barriers.**
No person shall continue, permit, authorize, or allow any construction activity on any major wood frame building project, unless mitigating fire protection barriers are in place and operational, in accordance with the approved construction fire protection plan, to maintain the project at or below the applicable maximum allowable exposed wood framing limit.

## § 3321. MOTION PICTURE AND TELEVISION PRODUCTION, GENERAL AUTHORITY.

Section 4801.2 ("Motion Picture and Television Production Studio Sound Stages: General") of the 2025 Edition of the California Fire Code is hereby amended by adding thereto Section 4801.2.1 to read as follows:

**4801.2.1. General Authority**. The Fire Chief shall have the authority to approve ALL fire/life safety activities associated with the motion picture and television industry within the City upon either public or private property. This shall include the design, construction, operation and maintenance of soundstages and approved production facilities used in the motion picture and television industry productions. The Fire Chief shall have the authority to require the appropriate level of fire/life safety during motion picture and television production activities to protect life and property. This may include the scheduling of Fire Safety Officers (FSO) and fire suppression resources at the expense of the motion picture/television production industry.

## § 3322. MOTION PICTURE AND TELEVISION PRODUCTION – PERMIT REQUIRED.

Section 4803 ("Motion Picture and Television Production Studio Sound Stages: Required Permits") of the 2025 Edition of the California Fire Code is hereby amended by adding thereto Section 4803.4 to read as follows:

**4803.4 Permit Required**. Prior to commencement of any film and/or production activities, an operations permit for these activities shall be first obtained from the City of Downey.

## § 3323. SUBSTITUTION OF TEMPORARY FIRE/LIFE SAFETY SERVICES FOR COMMERCIAL ACTIVITIES.

Section 4807 ("Fire Safety Officers") of the 2025 Edition of the California Fire Code is hereby amended by adding thereto Section 4807.2 to read as follows:

**4807.2 Substitution of temporary fire/life safety services for commercial activities**. The Fire Chief shall have the authority to approve temporary fire/safety services provided for filming activities. The approval process is covered in Downey Municipal Code Article VI, Chapter 11, starting with Section 6955.

## § 3324. DESIGNATION OF FIRE LANES AND TURN AROUND SPECIFICATIONS.

A. Section D101.1 ("Fire Apparatus Access Roads: General: Scope") of Appendix D of the 2025 Edition of the California Fire Code is hereby amended by adding thereto Section D101.1.1 to read as follows:

**D101.1.1 Identification of fire lanes**. Fire Department access or fire lanes shall be identified on private streets or drives by use of the phrase "NO PARKING - FIRE LANE CVC 22500.1" and shall be designated by the use of one or more of the following:

a. Approved SIGNS

b. Approved RED CURBS
c. Approved ROADWAY STRIPING
d. Any combination of the above

B. Section D103.4 ("Fire Apparatus Access Roads: Minimum Specifications") of the 2025 Edition of the California Fire Code is hereby amended to read as follows:

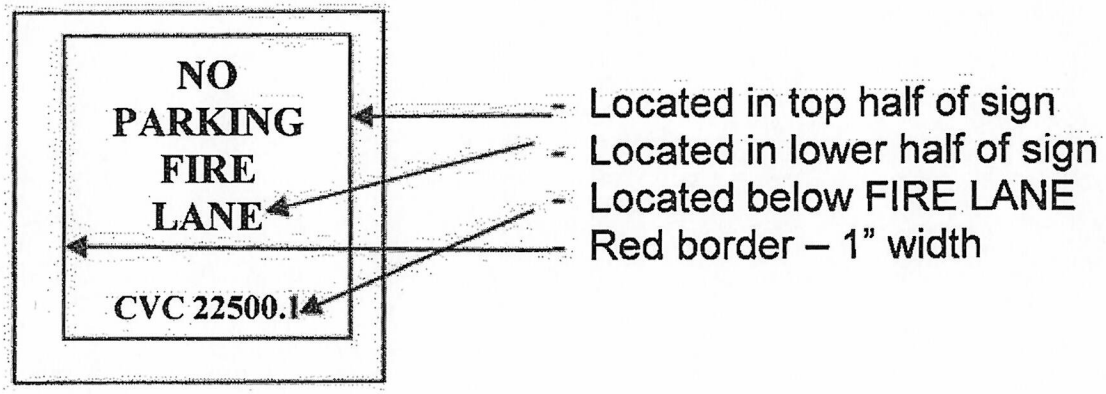
**D103.4 Dead ends**. Access roads greater than 150 feet in length shall have an approved means for turning around fire apparatus in accordance with the figures shown in Attachment "A", Attachment "B", and Attachment "C.", unless otherwise dictated by the Fire Chief.

C. Section D103.6 ("Fire Apparatus Access Roads: Signs") of the 2025 Edition of the California Fire Code is hereby amended to read as follows:

**D103.6 Signs**. Where required by the fire code official, fire apparatus access roads shall be marked with permanent "NO PARKING - FIRE LANE CVC 22500.1" signs complying with this section. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

a. Shall be eighteen (18) inches in height by twelve (12) inches in width.
b. Lettering shall be red on a white background and no less than three (3) inches in height. The perimeter of the sign shall have a red border no more than one (1) inch in width.

Sign shall read as follows:




c. Signs shall be installed so that there is not less than seven (7) feet clear from the bottom of the sign to finish grade. Temporary signs must be approved by the fire department prior to placement and use.
d. The distance between the signs shall no exceed fifty (50) feet and there shall be a sign within five (5) feet of the beginning and end of the FIRE LANE
e. Installation and maintenance of the signs located on private streets and drives shall be the responsibility of the property owner.

D. Section D103.7 is hereby added to Appendix D ("Fire Apparatus Access Roads") to read as follows:

**D103.7 Red curbs**.

a. Curbing which is used in designating FIRE LANES shall be painted "FIRE SAFETY

RED" OR EQUIVALENT.

b. White lettering, no less than three (3) inches in height shall be placed on top of the red curbing and shall read "NO PARKING - FIRE LANE CVC 22500.1"
c. Such lettering shall be located a maximum of thirty-five (35) feet apart and within five
(5) feet from the beginning and end of the designated FIRE LANE.
d. Installation and maintenance of red curbing located on private streets and drives shall be the responsibility of the property owner.

E. Section D103.8 is hereby added to Appendix D ("Fire Apparatus Access Roads") to read as follows:

**D103.8 Roadway striping**.

a. Areas designated to be FIRE LANE where no curbs exist shall be striped.
b. Striping shall consist of three (3) inch wide red stripes on a diagonal basis for the full width and length of the FIRE LANE.
c. White lettering a minimum dimension of two (2) inches in width by twelve (12) inches in height, per letter, shall read "NO PARKING - FIRE LANE CVC 22500.1" and shall be painted within the striping.
d. Such lettering shall be located a maximum of thirty-five (35) feet apart and within five
(5) feet of the beginning and end of the FIRE LANE.
e. Installation and maintenance of the roadway striping located on private streets and drives shall be the responsibility of the property owner.

**SECTION 4:** Chapter 4 ("Hazardous Materials Code") of Article III of the Downey Municipal Code is hereby amended and restated in its entirety to read as follows:

## Chapter 4 - HAZARDOUS MATERIALS CODE

**§ 3400 - HAZARDOUS MATERIALS CODE: ADOPTION**
**§ 3401 - RESPONSIBILITY FOR IMPLEMENTING THE HAZARDOUS MATERIALS CODE**
**§ 3402 - ADMINISTERING AGENCY**
**§ 3403 - DISCLOSURE OF A HAZARDOUS MATERIAL INFORMATION**
**§ 3404 - HAZARDOUS MATERIALS INFORMATION MANAGEMENT AND RECORD RELEASE**
**§ 3405 - FEES AND PENALTIES**

### § 3400. HAZARDOUS MATERIALS CODE: ADOPTION.

There hereby is adopted by reference for the purpose of prescribing regulations governing conditions hazardous to life, property, and the environment from the handling, use, or storage of hazardous materials or from the release or threatened release of hazardous materials or hazardous waste, California Health and Safety Code, Chapter 6.95, Article 1, Sections 25500 et seq.; California Code of Regulations, Title 19, Division 2, Chapter 4, Sections 2620-2734; California Health and Safety Code, Chapter 6.11, Sections 25404 et seq.; California Code of Regulations, Title 27, Division 2, Chapter 4.5, Sections 15160(b)(1), 15100(g)(1), 15100(b)(2), 1510O(g)(3), 15330(a); California Code of Regulations, Title 19, Division 2, Chapter 4.5, Sections 2735-2785. Three (3) copies of the applicable codes and regulations which are on file in the Office of the City Clerk and said Code shall be known as "The Hazardous Materials Code of the City of Downey."

## § 3401 RESPONSIBILITY FOR IMPLEMENTING THE HAZARDOUS MATERIALS CODE

The City of Downey hereby assumes responsibility for implementing California Health and Safety Code, Chapter 6.95, Article 1, commencing with Section 25500; California Code of Regulations, Title 19, Division 2, Chapter 4, commencing with Section 2620; California Health and Safety Code, Chapter 6.11, commencing with Section 25404; California Code of Regulations, Title 27, Division 2, Chapter 4.5, commencing with Section 15160(b)(1); and California Code of Regulations, Title 19, Division 2, Chapter 4.5, commencing with Section 2735; and adopts the requirements contained therein as the Standards of the City of Downey relating to Hazardous Materials handling, use, reporting, and Business and Area Response Plans; provided, however, that whenever a conflict exists between the requirements set forth in the applicable California Codes and Regulations and the requirements set forth in the remainder of this chapter, the most restrictive requirements shall apply. This code does not relate to the entire area of Hazardous Materials reporting, storage, handling, and/or disposal. Therefore, this code does not preempt any other local ordinances, codes and/or regulations which impose additional or more stringent requirements on businesses which handle hazardous materials.

## § 3402 ADMINISTERING AGENCY

The City of Downey Fire Department shall be designated the City's administering agency, responsible for administering and enforcing provisions of this code.

## § 3403 DISCLOSURE OF A HAZARDOUS MATERIAL INFORMATION

Any business, which is permitted under a Los Angeles County Certified Unified Program Facility Permit (also referred to as a "Consolidated Permit"), to handle hazardous materials, must annually by March 1st, electronically certify, or submit updated hazardous materials inventory and contingency plan information via the statewide information management system (also known as California Environmental Reporting System(CERS)).

## § 3404 HAZARDOUS MATERIALS INFORMATION MANAGEMENT AND RECORD RELEASES

(a) Hazardous Materials Business Plan information shall be electronically maintained on the web-based California Environmental Reporting System (CERS). The management and maintenance of CERS is the responsibility of the California Environmental Protection Agency (Cal/EPA). It will be the responsibility of the Downey Fire Department to maintain access to CERS for mandated regulatory activities.

(b) Under the Emergency Planning & Community Right-to-Know Act (EPCRA) [42 U.S.C. Sec. 11001 et seq.] the citizens of Downey, and the public at-large, have the right to know the chemical hazardous present in their community. Downey Fire Department is authorized to release information to help local communities protect public health, safety, and the environment from chemical hazards. Downey Fire's information release shall comply with the requirements set forth in the California Public Records Act [Government Code Section 6250 et seq]; Chapter 6.95 of the California Health and Safety Code Section 25512 et seq; and Title 27 of the California Code of Regulations.

(c) The Fire Department shall assess an administrative fee for processing and reprographic services related to the records request.

(d) The Fire Department shall maintain a record of all persons requesting access to the hazardous materials disclosure forms. The record shall include:

(1) The person's name, address and telephone number, as determined by appropriate photo identification;

(2) The name and address of the business or governmental agency such person represents;

(3) Identification of the specific file(s) examined or requested to be copied.

**§ 3405 FEES AND PENALTIES**

The City Council shall by Resolution, pursuant to the Fire Chief's recommendation, establish a schedule of fees and penalties which shall include the following:

(a) A schedule of fees sufficient to cover the actual costs to the City of Downey administering this chapter, to be paid annually by persons using or handling hazardous materials;

(b) A schedule of fees sufficient to cover the actual costs, including duplication and administration costs, to the City of Downey, of responding to a request from the public for access to Hazardous Materials Business Plans, to be paid by persons requesting access;

(c) A schedule of penalties to be assessed for the late filing of any disclosure form.

(d) In order to protect public health, safety, and welfare from chemical hazards; and to ensure compliance with sections contained herein this code, Downey Fire may impose additional penalties by way of a non-judicial administrative citation for offenses of this code. These administrative citations shall be in accordance with Article 1, Chapter 4 of the Downey Municipal Code.

**SECTION 5.** Chapter 5 ("Fireworks") of Article III of the Downey Municipal Code is hereby amended and restated in its entirety to read as follows:

## Chapter 5 – FIREWORKS

**§ 3500 - ADOPTION OF HEALTH AND SAFETY CODE**
**§ 3501 - DEFINITIONS**
**§ 3502 - TYPE AND TIME**
**§ 3503 - USE**
**§ 3504 - MISUSE**
**§ 3505 - PROHIBITIONS ON DISCHARGE: PUBLIC PARKS AND RIGHT-OF-WAY**
**§ 3506 - STORAGE AND SALE**
**§ 3507 - RESERVED**
**§ 3508 - APPLICATIONS FOR AND AWARD OF SALES PERMITS**
**§ 3509 - PREQRUISITES TO ISSUANCE OF SALES PERMITS**
**§ 3510 - ISSUANCE OF SALES PERMITS**

§ 3511 - APPROVAL OF LOCATION OF SALES STANDS
§ 3512 - OPERATION OF SALES STANDS
§ 3513 - GENERAL REQUIREMENTS FOR FIREWORKS STANDS
§ 3514 - ESTABLISHMENT OF LIMITS OF DISTRICTS IN WHICH STORAGE OF EXPLOSIVES AND BLASTING AGENTS IS TO BE PROHIBITED

## § 3500. ADOPTION OF HEALTH AND SAFETY CODE.

With exceptions where the Downey Municipal Code regulations are more stringent, the California Health and Safety Code Sections 12500-12726 is adopted as a reference for fireworks regulations.

## § 3501. DEFINITIONS.

For the purpose of this chapter, the most current adopted California Health and Safety Code (Sections 12500-12534) will define the terms used unless otherwise noted.

## § 3502. TYPE AND TIME.

Fireworks shall only be discharged within the City boundaries between 3:00 p.m. and 10:00 p.m. on July Fourth. Only fireworks approved as "Safe and Sane" by the State Fire Marshal will be allowed to be discharged without a permit issued by the Fire Chief. It shall be unlawful to discharge fireworks at any other time or date of the year.

**EXCEPTION**: Displays presented by licenses pyrotechnic operators with appropriate permits issued by the Fire Department.

## § 3503. USE.

The discharge of "Safe and Sane" fireworks shall be in the presence of a responsible adult (minimum age of eighteen (18)). Possession of any fireworks by anyone under the age of eighteen (18) is a violation of this Code. The transfer or sale of fireworks from unlicensed individuals is strictly prohibited.

## § 3504. MISUSE.

(a) Anyone found in possession or to be discharging fireworks deemed dangerous as defined in Section 12505 of the California Health and Safety Code shall be in violation of this Code.

(b) Anyone found is possession or discharging altered "Safe and Sane" fireworks, as defined in Section 12529 of the California Health and Safety Code, in a manner contrary to their intended use within the City shall be in violation of this Code.

(c) Any fireworks found in either (a) or (b) above will be confiscated and properly disposed of by the Fire Department with the appropriate charges being borne by the violator.

## § 3505. PROHIBITIONS ON DISCHARGE: PUBLIC PARKS AND RIGHT-OF-WAY.

No person shall discharge any fireworks upon any City property or public right-of-way without the approval of the Fire Chief.

## § 3506. STORAGE AND SALE.

Except as hereinafter provided, it shall be unlawful for any person to store any fireworks or to offer for sale, display for sale, or sell at retail any fireworks within the City without a valid permit.

## § 3507. (RESERVED)

## § 3508. APPLICATIONS FOR AND AWARD OF SALES PERMITS.

Applications for sales permits and award of such permits shall be governed by the provisions of a resolution for such purpose to be **adopted** by the City Council and shall further be subject to other provisions of the Fire Code as **amended.**

## § 3509. PREREQUISITES TO ISSUANCE OF SALES PERMITS.

The following qualifications shall be met each year by each applicant for a sales permit for fireworks:

(a) Permits may be issued to any nonprofit association or corporation organized primarily for veteran, patriotic, welfare, religious, civic betterment, or charitable purposes which has been issued a tax-exempt certificate as required under the Revenue and Taxation Code of the State or a group which is an integral part of a recognized national organization having such a tax-exempt status.

(b) Each such organization shall have its principal and permanent meeting place in the City, shall have been organized and established in the City for a minimum of two (2) years continuously preceding the filing of the application for the permit, and shall have a bona fide membership of at least twenty-five (25) members.

(c) No City employee organization may be granted such permit

(d) Completed applications for fireworks sales will be submitted to the Fire Department no later than October 1st of the year preceding the July 4th holiday to which the sales are to occur.

(e) A financial statement signed by the treasurer or financial officer of the applicant setting forth the total gross receipts from each stand from which fireworks were sold, all expenses incurred and paid in connection with the purchase of fireworks and the sale thereof, and to whom and for what purpose the net proceeds were disbursed, along with the most recent report filed by the applicant to the State Board of Equalization, shall be filed with the Fire Department as part of the fireworks sale stand permit application package by no later than October 1[51] of the year preceding the July 4th holiday to which the sales are to occur. Such statements shall be made on forms furnished by the Director of Finance.

(f) The filing of such financial statement shall be a condition precedent to the granting of any subsequent permit to any such permittee.

(g) Organizations licensed to sell fireworks shall obtain a temporary sales permit for the City from the regional office of the State Board of Equalization.

## § 3510. ISSUANCE OF SALES PERMITS.

(a) No one organization may receive more than one permit for fireworks sales during any one calendar year. This limitation shall not apply to groups which have separate charters from parent organizations. The maximum number of permits which may be issued pursuant to this chapter during any one calendar year shall not exceed eighteen (18).

(b) Each year a lottery drawing will be performed on the first Wednesday of November to select the fireworks stand permittees from the group of permit applications. Permit applicants must be present at the time and place of the lottery drawing. All qualified groups will have an equal opportunity. Failure of applicant(s) to attend the lottery meeting will result in the denial of their sales permit application.

(c) Previous applicants found in violation of the Downey Fire Code or any fireworks related code provisions will not be eligible for a firework sales permit the following year.

## § 3511. APPROVAL OF LOCATION OF SALES STANDS.

Prior to the installation of any stand for which a permit has been requested, the Chief of Police shall have the authority to disapprove the location if, in his opinion, a traffic hazard will be created; the Fire Chief shall have the authority to disapprove the location if, in his opinion, a fire hazard will be created; and the City Planner shall have the authority to disapprove the location if it is in conflict with the zoning provisions of this Code.

(a) A minimum distance of five hundred feet (500') shall be required between stands. No more than two (2) stands shall be permitted on any single parcel of property, with a separation of five hundred feet (500'). Such distance requirements may be waived if the stands are located on opposite sides of major arterial highways.

## § 3512. OPERATION OF SALES STANDS.

It shall be unlawful for any person or group to operate a fireworks stand without complying with all of the following:

(a) No person other than the permittee organization shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

(b) No person other than the individuals who are adult members of the permittee organization, or the spouses or adult children of such members, shall sell or otherwise participate in the sale of fireworks at such stands. In the event a permit is issued to an organization whose members are physically incapable of carrying on the sales activities, such activities may be performed by volunteers approved by the Fire Chief.

(c) No person shall be paid any consideration for selling or otherwise participating in the sale of fireworks at such stands, except the hiring of a night watchman.

(d) Fireworks may be sold at approved stands only.

(e) No person shall be allowed in the interior of the stands, except those directly

employed in the sales of fireworks or those conducting bona fide business within.

(f) All persons engaged in the selling of fireworks shall be age eighteen (18) years or older.

(g) Each stand shall have an adult watchman in attendance and in charge thereof when the stand is not being used for the sale and dispensing of fireworks. No person shall be permitted within the stand from 10:00 p.m. to 10:00 a.m., except on July 4 when the stand may be occupied until 12:00 midnight.

(h) The sale of fireworks shall only be allowed between the hours of 10:00 noon and 10:00 p.m. on July 1st and July 2nd, 10:00 a.m. and 10:00 p.m. on July 3rd, and 8:00 a.m. and 8:00 p.m. on July 4th-

(i) All unsold stock and accompanying litter shall be removed from the location by 5:00 p.m. on July 5th.

j) No fireworks shall be sold to any person under the age of eighteen (18) years.

(k) No unsold stock may be relocated to, stored, or otherwise kept at a place of habitation.

## § 3513. GENERAL REQUIREMENTS FOR FIREWORKS STANDS.

It shall be unlawful for any person to sell or otherwise distribute fireworks without complying with all of the following provisions:

(a) All stands will be inspected by the Fire Department and/or the Building Department and found to meet the adopted Codes of the City of Downey before any sales transactions may occur.

(b) All stands shall be erected according to the provisions of all applicable City Codes and laws, except for fire resistive structural requirements which may be waived by the Building Official.

(c) If, in the judgment of the Fire Chief or the Building Official, the construction of the stands or the conduct of the operations therein do not conform to the provisions of this chapter or there exists an immediate hazard to the public health and safety, such officers, or either of them, may order the stands immediately closed.

(d) The front of the fireworks stands shall be completely enclosed from the counter to the roof with hardware wire cloth, the openings of which shall not exceed one-fourth inch (1/4") in size, except for openings to permit the delivery of merchandise to the prospective customer, which openings shall not be larger than twelve inches (12") by eighteen inches (18") in size.

(e) All merchandise shall be stored or displayed at a distance of not less than one foot (1') from the front and side walls of the stands.

(f) Approval shall be obtained from the Department of Building and Safety for each stand prior to its construction. Portable electrical supply will require special approvals.

(g) No stand shall be constructed which has a depth of more than twelve feet (12').

(h) Each stand up to thirty feet (30') in length shall have at least two (2) exits, and each stand in excess of thirty feet (30') in length shall have at least three (3) exits spaced approximately equidistant apart; provided, however, in no case shall the distance between exits exceed twenty-four feet (24').

(i) Exit doors shall swing in the direction of egress.

j) Exits shall be so arranged that there will be egress available in at least two (2) directions from any place within the stands, and exits shall be located at opposite ends of the stands.

(k) All stands shall be equipped with two (2) water pressure type fire extinguishers, underwriter approved, in good working order and easily accessible for use in case of fire.

(l) No stand shall be placed closer than ten feet (10') to a public way, unless permission is first obtained from the Public Works Department.

(m) No stand shall be placed closer than twenty feet (20') to a side or rear property line, nor closer than thirty feet (30') to any other building or structure, nor closer than one hundred feet (100') to a gasoline service station or other occupancy which stores or uses flammable liquids.

(n) All weeds and combustible material shall be cleared from the location of the stand for a distance of at least twenty feet (20') surrounding the stand.

(o) Fireworks stands shall not be erected prior to June 24th and shall be removed from the location by 12:00 noon on July 11th, and all accompanying litter shall be cleared from such location by such time and date.

(p) "No smoking" signs shall be prominently displayed on the exterior or each stand, and no smoking shall be permitted within ten feet (10') of any stand.

(q) licenses to sell fireworks and temporary sales tax permits shall be displayed in a prominent place in the fireworks stand.

(r) Approved rubbish containers in accordance with City standards shall be provided at each stand location.

## § 3514. ESTABLISHMENT OF LIMITS OF DISTRICTS IN WHICH STORAGE OF EXPLOSIVES AND BLASTING AGENTS IS TO BE PROHIBITED.

Storage of explosive materials is prohibited within the limits established in this Section, as the limits of districts in which such storage is prohibited. In districts where the storage of explosive materials is permitted the quantities of explosives and distances shall be in accordance with 2021 International Fire Code Sections 5601.8.1 and 5601.8.1.1.

The storage of explosives and blasting agents is prohibited in the following areas:
In zones as shown on City of Downey house numbering maps as C-1, C-2, C-3, CP, HM, R-1, R- 2 and R-3.

**SECTION 6.** Chapter 6 ("Water Mains: Fire Hydrants") of Article III of the Downey Municipal Code is hereby amended and restated in its entirety to read as follows:

## CHAPTER 6- WATER MAINS: FIRE HYDRANTS

**§ 3600 WATER MAINS: FIRE HYDRANTS**
**§ 3610 HYDRANT PLACEMENT**

### § 3600. WATER MAINS: FIRE HYDRANTS.

Any water main installed within the City after the effective date of this Section shall be of a kind, type, and design approved by the City Engineer, the Chief of the Fire Department, and the Water Superintendent and shall be at least six-inch (6") mains, unless, in the opinion of said City officers, a four-inch (4") main or line will be sufficient by reason of special or peculiar circumstances, particularly applicable to the area to be serviced by such main and not generally applicable. In the event any fire hydrants are installed as a part of the installation of such main, a shut-off valve shall be installed between any such fire hydrant and the main supplying water thereto.

Necessary details of the proposed construction as required by the City Engineer and the Water Superintendent shall be submitted to the City Engineer and the Water Superintendent prior to any work done on the installation of such main.

### § 3610. HYDRANT PLACEMENT.

The City of Downey requires that a fire hydrant be placed within one hundred fifty (150) feet of a Fire Department Connection (FDC). When there are existing hydrants near the placement of the FDC, the Fire Chief or his designated fire code official will have the discretion to approve or deny the proposed configuration.

1. Hydrant Spacing will be:
   a. 300 feet for industrial, commercial, high density or multi-unit residential areas. 150 feet is the maximum distance from any point on street or frontage to a hydrant.
   b. 500 feet for single family, duplex, triplex residential units. 250 feet is the maximum distance from any point on street or frontage to a hydrant.
2. Hydrants located on the opposite side of streets over 80 feet in width shall not be used to satisfy the requirements for hydrant spacing.
3. Additional public hydrants may be required depending upon required fire flows, street width, tactical considerations as determined by the Fire Chief, center dividers or other physical barriers, existing or anticipated traffic volume.
4. Private fire mains and hydrants shall be reviewed by the Downey Fire Department and shall require a Downey Fire Permit for installation. Private mains and hydrants shall be in accordance with public standards and NFPA 24.
5. Double Detector Check Valve Assembly as required by the City of Downey Public Works Department shall be placed in an area approved by the Fire chief and shielded from view by landscaping approved by the Downey Fire Department. It shall be painted a neutral color.
6. Double Detector Check Valve Assembly to be protected by a minimum of (2) 4 inch concrete filled steel tubes set in compacted soil 4 feet deep x 12 inch round rising 36 inches to 48 inches above finish grade.

**SECTION 7: Prior Ordinances Repealed**. Upon the effective date of this Ordinance, all former Ordinances or parts thereof conflicting or inconsistent with the provisions of this

Ordinance or the codes herein adopted by reference including, but not limited to, Ordinance Nos. 1460, 1585, 1586, 04-1907, and 05-1921 and any other Ordinance in conflict herewith are hereby repealed and declared to be of no further force and effect.

**SECTION 8: CEQA**. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. The City Council hereby directs City staff to file a Notice of Exemption with the Clerk of Los Angeles County within five (5) days of the adoption of this Ordinance.

**SECTION 9: SAVINGS CLAUSE.** Neither the adoption of this Ordinance nor the repeal of any other Ordinance or provision of the Downey Municipal Code referenced in this Ordinance shall affect in any manner any offense or act committed or done or any penalty or forfeiture incurred, or any right established or accruing before the effective date of this Ordinance; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered prior to the effective date of this Ordinance. The provisions of this Ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactments. The provisions of this Ordinance shall have priority over substantially similar provisions previously adopted by the City relating to the same subject matter.

**SECTION 10: SEVERABILITY.** If any 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 section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 11:** The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

**SECTION 12: EFFECTIVE DATE**. This Ordinance shall take effect thirty days after its adoption.

**APPROVED AND ADOPTED** this 27th day of January 2026.

_____
CLAUDIA M. FROMETA, Mayor

**ATTEST**:

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

John M. Funk

JOHN M. FUNK
City Attorney

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss:
CITY OF DOWNEY )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 26-1538 was introduced at a Regular Meeting of the City Council of the City of Downey held on the 13th day of January, 2026, and adopted at a Regular meeting of the City Council of the City of Downey held on the 27th day of January, 2026, by the following vote, to wit:

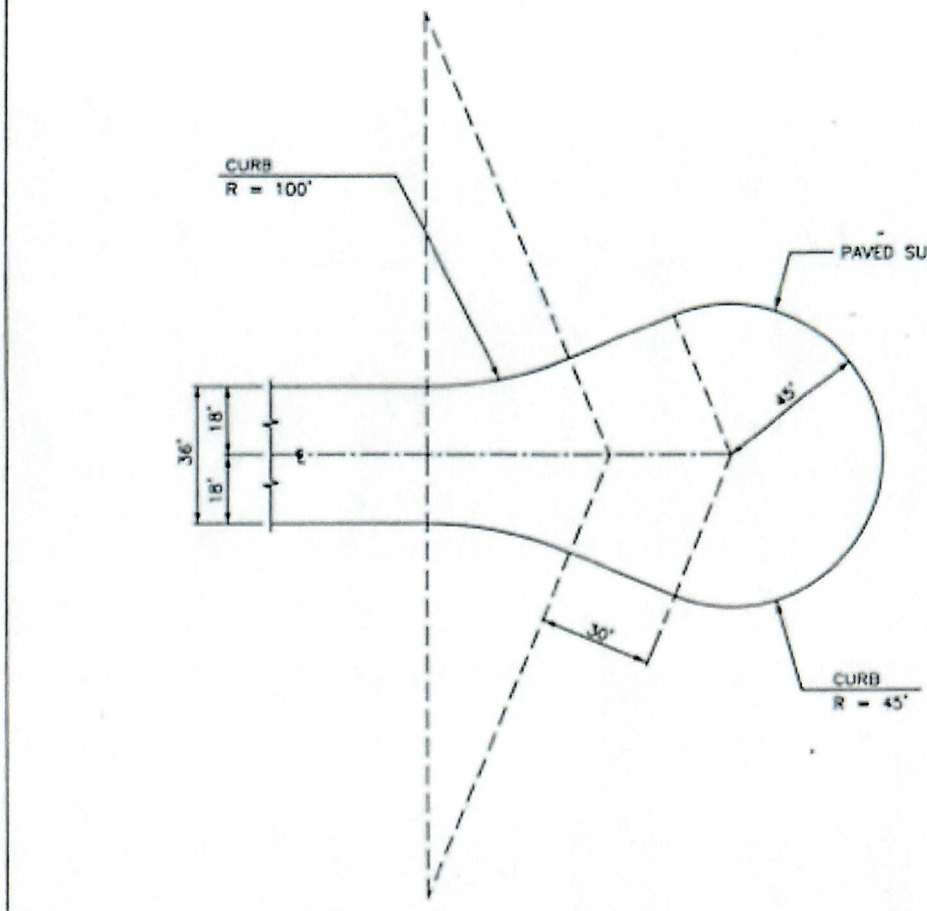
| | |
|---|---|
| AYES: | Council Members: |
| NOES: | Council Member: |
| ABSENT: | Council Member: |
| ABSTAIN: | Council Member: |

**I FURTHER CERTIFY** that a Summary of the foregoing Ordinance No. 26-1538, was published in the Downey Patriot, a newspaper of general circulation in the City of Downey, on January 15, 2026, (before introduction), and on January 29, 2026, (after adoption, including the vote thereon). It was also posted in the regular posting places in the City of Downey on the same dates.

MARIA ALICIA DUARTE, CMC
City Clerk

ATTACHMENT "A"

# PRIVATE RESIDENTIAL CUL-DE-SAC

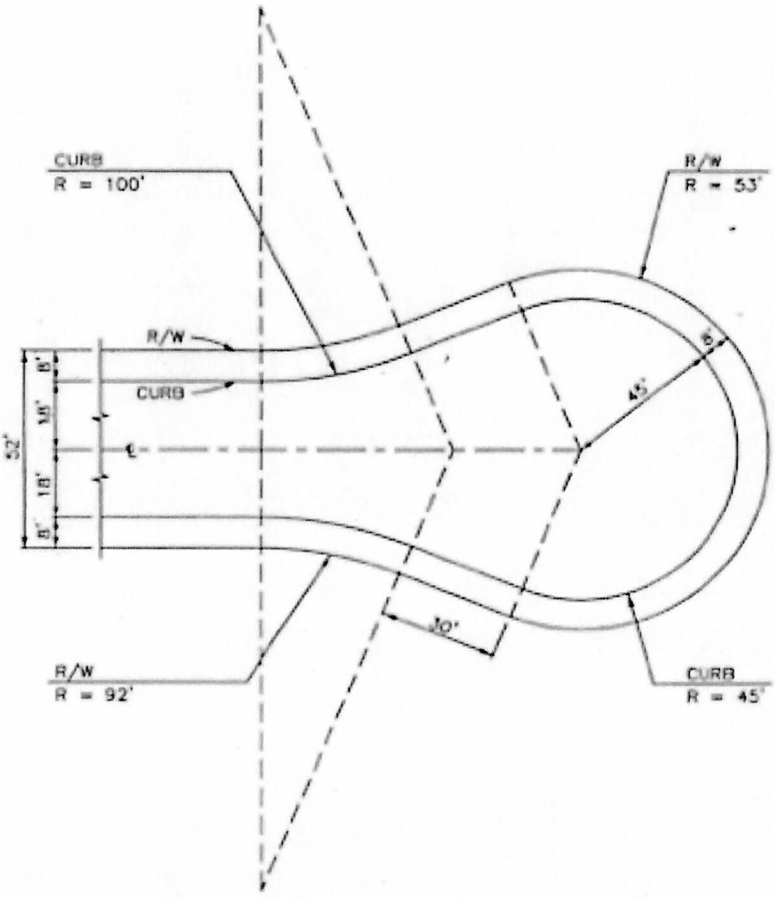



| CITY OF DOWNEY – DEPT. OF PUBLIC WORKS – ENGINEERING DIVISION | | | |
|---|---|---|---|
| PRIVATE RESIDENTIAL CUL-DE-SAC | DESIGNED BY: D.G. | 9/03 | VERT. SCALE 1" = 40' |
| | DRAWN BY: D.G. | 9/03 | HORIZ. SCALE 1" = 40' |
| | RECOMMENDED BY: A.L. | | SHEET 1 OF 1 SHEETS |
| | APPROVED BY: CITY ENGINEER | | DWG. NO. 00-1 |

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ATTACHMENT "B"

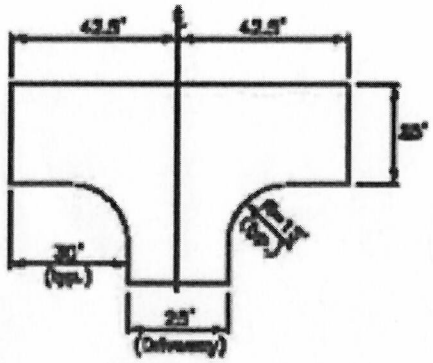
# PUBLIC RESIDENTIAL CUL-DE-SAC



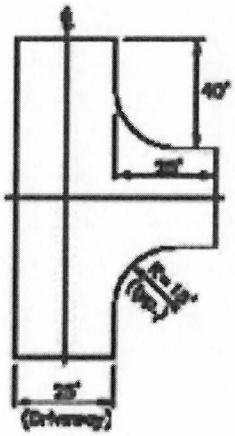

| CITY OF DOWNEY – DEPT. OF PUBLIC WORKS – ENGINEERING DIVISION | | | |
|---|---|---|---|
| PUBLIC RESIDENTIAL CUL-DE-SAC | DESIGNED BY: D.G. | 9/03 | VERT. SCALE Not to Scale |
| | DRAWN BY: D.G. | 9/03 | HORIZ. SCALE Not to Scale |
| | RECOMMENDED BY: A.L. | | SHEET 1 OF 1 SHEETS |
| | APPROVED BY: CITY ENGINEER | | DWG. NO. 00-2 |

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ATTACHMENT "C"




OPTION 1




OPTION 2

| CITY OF DOWNEY – DEPT. OF PUBLIC WORKS – ENGINEERING DIVISION | | | |
|---|---|---|---|
| TURN-AROUND AREAS FOR PRIVATE DRIVEWAYS | DESIGNED BY: D.G. | 7/00 | VERT. SCALE D.G. |
| | DRAWN BY: D.G. | 7/00 | HORIZ. SCALE D.G. |
| | RECOMMENDED BY: A.L. | | SHEET ___ OF ___ SHEETS |
| | APPROVED BY: ___ CITY ENGINEER | | DWG. NO. 00-3 |

**ORDINANCE NO. 26-1539**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE 2025 EDITIONS OF THE CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA EXISTING BUILDING CODE, AND CALIFORNIA REFERENCED STANDARDS CODE (AS SET FORTH IN CALIFORNIA CODE OF REGULATIONS TITLE 24); AND AMENDING DOWNEY MUNICIPAL CODE ARTICLE VIII ("BUILDING REGULATIONS"), CHAPTERS 2, 3, 4, 9, 11, 12, 15, AND 16 ACCORINGLY**

**WHEREAS,** pursuant to California Government Code Sections 50022.1 et seq., the City Council of the City of Downey may adopt by reference the California Building Standards Code, 2025 Edition, as provided in Title 24 of the California Code of Regulations, including the Electrical Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Energy Code, Existing Building Code, and Referenced Standards Code; and,

**WHEREAS,** Sections 17922, 17958, and 18941.5 of the California Health and Safety Code provide that the governing body of every city or county shall adopt ordinances or regulations imposing the same requirements as those contained in the most recently adopted version of the California Building Standards Code; and,

**WHEREAS,** pursuant to California Government Code Section 50022.9, the City Council of the City of Downey desires to adopt by reference the entirety of each of the following Codes, without modification, as if set forth in full herein:

1. California Electrical Code, 2025 Edition, as published in Title 24, Part 3 of the California Code of Regulations;

2. California Mechanical Code, 2025 Edition, as published in Title 24, Part 4 of the California Code of Regulations;

3. California Plumbing Code, 2025 Edition, as published in Title 24, Part 5 of the California Code of Regulations;

4. California Historical Building Code, 2025 Edition, as published in Title 24, Part 8 of the California Code of Regulations;

5. California Green Building Standards Code, 2025 Edition, as published in Title 24, Part 11 of the California Code of Regulations;

6. California Energy Code, 2025 Edition, as published in Title 24, Part 6 of the California Code of Regulations;

7. California Existing Building Code, 2025 Edition, as published in Title 24, Part 10 of the California Code of Regulations; and,

8. California Referenced Standards Code, 2025 Edition, as published in Title 24, Part 12 of the California Code of Regulations;

**WHEREAS,** the City Council introduced this Ordinance and conducted a first reading on January 13, 2026; and,

**WHEREAS,** notice of a public hearing on this Ordinance was published in the Downey Patriot, a newspaper of general circulation in the City, on January 1, 2026; and,

**WHEREAS,** the City Council held a duly-noticed public meeting on January 13, 2026, as required by law, at which time the Council determined that the adoption of each of these Codes is in the best interest of the City; and,

**WHEREAS,** at least one copy of each Code adopted by reference in this Ordinance was available for public inspection at the office of the City Clerk fifteen (15) days preceding the public hearing pursuant to Government Code Section 50022.6.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1:** That Chapter 2 ("Downey Electrical Code") of Section VIII ("Building Regulations") of the Downey Municipal Code is hereby repealed in its entirety and amended to read as follows:

**"CHAPTER 2**
**DOWNEY ELECTRICAL CODE**

**§ 8101. Uniform Code Adopted.** Those portions of that certain document, one copy of which is on file in the Building and Safety Division and the Office of the City Clerk, entitled "California Electrical Code, 2025 Edition," published by the California Building Standards Commission, and identified as NFPA 70-2020, published by the National Fire Protection Association contained in Chapters 1 to 9 as adopted by the California Building Standards Commission, and Annex B and C, are hereby adopted, by reference, as a part of this Chapter as though fully set forth herein."

**SECTION 2:** That Chapter 3 ("Downey Mechanical Code") of Article VIII ("Building Regulations") of the Downey Municipal Code is hereby repealed in its entirety and amended to read as follows:

**"CHAPTER 3**
**DOWNEY MECHANICAL CODE**

**§ 8201: Uniform Code Adopted.** That certain document, one copy of which is on file in Building and Safety Division and the Office of the City Clerk, entitled California Mechanical Code, 2025 Edition, published by the California Building Standards Commission (California Code of Regulations Title 24, Part 4) is hereby adopted, by reference, as part of this Chapter as though fully set forth herein."

**SECTION 3:** That Chapter 4 ("Downey Plumbing Code") of Article VIII ("Building Regulations") of the Downey Municipal Code is hereby repealed in its entirety and amended to read as follows:

**"CHAPTER 4**
**DOWNEY PLUMBING CODE**

**§ 8301: Uniform Plumbing Code Adopted.** That certain document, one copy of which is on file in the Building and Safety Division and the Office of the City Clerk, entitled California Plumbing Code, 2025 Edition, published by the California Building Standards Commission (California Code of Regulations Title 24, Part 5) and appendices B, C, D, and K of that same Code, are hereby adopted, by reference, as part of this Chapter as though

fully set forth herein."

**SECTION 4:** That Chapter 9 ("Downey Historical Building Code") of Article VIII ("Building Regulations") of the Downey Municipal Code as set forth below hereby amends and replaces the existing Chapter 9 (Downey Historical Building Code) in its entirety to read as follows:

**"CHAPTER 9**
**DOWNEY HISTORICAL BUILDING CODE**

**§ 8807. Uniform Code Adopted.** That certain document, one copy of which is on file in the Building and Safety Division and the Office of the City Clerk, entitled California Historical Building Code, 2025 Edition, published by the California Building Standards Commission (California Code of Regulations Title 24, Part 8), is hereby adopted, by reference, as a part of this Chapter as though fully set forth herein."

**SECTION 5:** That Chapter 11 ("Downey Green Building Standards Code") of Article VIII ("Building Regulations") of the Downey Municipal Code is hereby amended to read as follows:

**"CHAPTER 11**
**DOWNEY GREEN BUILDING STANDARDS CODE**

**§ 8985. Uniform Code Adopted.** That certain document, one copy of which is on file in the Building and Safety Division and the Office of the City Clerk, entitled California Green Building Standards Code, 2025 Edition, published by the California Building Standards Commission (California Code of Regulations Title 24, Part 11), is hereby adopted by reference, as a part of this Chapter as though fully set forth herein."

**SECTION 6:** That Chapter 15 ("Downey Existing Building Code") of Article VIII ("Building Regulations") of the Downey Municipal Code is hereby amended to read as follows:

**"CHAPTER 15**
**DOWNEY EXISTING BUILDING CODE**

**§ 8999.50**. Uniform Code Adopted. That certain document, one copy of which is on file in the Building and Safety Division and the Office of the City Clerk, entitled California Existing Building Code, 2025 Edition, published by the California Building Standards Commission (California Code of Regulations Title 24, Part 10), is hereby adopted, by reference, as a part of this Chapter as though fully set forth herein."

**SECTION 7:** That Chapter 16 ("Downey Referenced Standards Code") of Article VIII ("Building Regulations") the Downey Municipal Code is hereby added to read as follows:

**"CHAPTER 16**
**DOWNEY REFERENCED STANDARDS CODE**

**§ 8999.60. Uniform Code Adopted.** That certain document, one copy of which is on file in the Building and Safety Division and the Office of the City Clerk entitled California Referenced Standards Code, 2025 Edition, published by the California Building Standards Commission (California Code of Regulations Title 24, Part 12) is hereby adopted, by

reference, as though fully set forth herein."

**SECTION 8: CEQA**. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. The City Council hereby directs City staff to file a Notice of Exemption with the Clerk of Los Angeles County within five (5) days of the adoption of this Ordinance.

**SECTION 9: SAVINGS CLAUSE.** Neither the adoption of this Ordinance nor the repeal of any other Ordinance or provision of the Downey Municipal Code referenced in this Ordinance shall affect in any manner any offense or act committed or done or any penalty or forfeiture incurred, or any right established or accruing before the effective date of this Ordinance; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered prior to the effective date of this Ordinance. The provisions of this Ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactments. The provisions of this Ordinance shall have priority over substantially similar provisions previously adopted by the City relating to the same subject matter.

**SECTION 10: SEVERABILITY.** If any 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 section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 11:** The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

**SECTION 12: EFFECTIVE DATE**. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**APPROVED AND ADOPTED** this 27th day of January 2026.

_____
CLAUDIA M. FROMETA, Mayor

**ATTEST:**

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

JOHN M. FUNK
City Attorney

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss:
CITY OF DOWNEY )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 26-1539 was introduced at a Regular Meeting of the City Council of the City of Downey held on the 13th day of January, 2026, and adopted at a Regular meeting of the City Council of the City of Downey held on the 27th day of January, 2026, by the following vote, to wit:

| | |
|---|---|
| AYES: | Council Members: |
| NOES: | Council Member: |
| ABSENT: | Council Member: |
| ABSTAIN: | Council Member: |

**I FURTHER CERTIFY** that a Summary of the foregoing Ordinance No. 26-1539, was published in the Downey Patriot, a newspaper of general circulation in the City of Downey, on January 15, 2026, (before introduction), and on January 29, 2026, (after adoption, including the vote thereon). It was also posted in the regular posting places in the City of Downey on the same dates.

MARIA ALICIA DUARTE, CMC
City Clerk

**MINUTES OF THE**
**CITY COUNCIL OF THE CITY OF DOWNEY**
**REGULAR MEETING**
**SEPTEMBER 9, 2025**

The City Council of the City of Downey held a Regular City Council Meeting – Open Session on September 9, 2025, at 5:34 p.m., in the Council Chambers of the Downey City Hall, 11111 Brookshire Avenue, Downey, California, Mayor Sosa presiding.

**PRESENT:** Council Members:

| | |
|---|---|
| Hector Sosa | Mayor |
| Dorothy Pemberton | Mayor Pro Tem |
| Claudia M. Frometa | Council Member |
| Horacio Ortiz | Council Member |
| Mario Trujillo | Council Member |

**ALSO PRESENT:** Roger Bradley, City Manager
Vaniah De Rojas, Assistant City Manager
John M. Funk, City Attorney
James McQueen, Human Resources Director
M. Alicia Duarte, CMC, City Clerk

## PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS

Mayor Sosa asked City Clerk Duarte if any written public comments were received regarding Closed Session items. City Clerk Duarte confirmed no written public comments were received.

Mayor Sosa asked if there was anyone present who would like to comment on Closed Session items.

Having none, Mayor Sosa closed public comment.

## RECESSED TO CLOSED SESSION

Mayor Sosa announced the City Council is recessing to Closed Session at 5:36 p.m. to discuss matters under the authority of the following sections of the Government Code:

1. Government Code Section 54956.95 – Liability Claim – Workers' Compensation Claim – Claimant: Salvatore Piscitelli – Claim No.: 23-174876 – Agency claimed against: City of Downey.

2. Government Code Section 54957.6 - Conference with labor negotiator James McQueen, Director of Human Resources re: direction for labor negotiations with Downey Firemen's Association, Downey Fire Management Association and Downey Police Officers' Association.

3. Government Code Sections 54956.9(d)(2) and (e)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation pursuant to the attached letter (without exhibits) from Matthew Jacobs, Counsel for Dollar Tree Stores, Inc. dated June 24, 2025, letter and exhibits are available for public inspection at the City Clerk's Office at 11111 Brookshire Avenue during normal City business hours.

## RECONVENED REGULAR CITY COUNCIL MEETING – CLOSED SESSION

Mayor Sosa reconvened the Regular City Council Meeting – Closed Session at 6:39 p.m.

City Attorney Funk reported the Closed Session report as follows: In regards to Item Nos. 1, 2, and 3, no reportable action was taken.

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The City Council of the City of Downey held a Regular City Council Meeting – Open Session on September 09, 2025 at 6:41 p.m., in the Council Chambers of the Downey City Hall, 11111 Brookshire Avenue, Downey, California, Mayor Sosa presiding.

**PRESENT:** Council Members:

| | |
|---|---|
| Hector Sosa | Mayor |
| Dorothy Pemberton | Mayor Pro Tem |
| Claudia M. Frometa | Council Member |
| Horacio Ortiz | Council Member |
| Mario Trujillo | Council Member |

**ALSO PRESENT:** Roger Bradley, City Manager
Vaniah De Rojas, Assistant City Manager
John Funk, City Attorney
Scott Loughner, Police Chief
Anthony Hildebrand, Fire Chief
Matthew Baumgardner, Public Works Director
James McQueen, Human Resources Director
Irma Huitron, Community Development Director
Jason Chacon, Parks & Recreation Director
Austin Ramirez, Economic Development Director
M. Alicia Duarte, CMC, City Clerk

The Invocation was delivered by Pastor David Beary, First Presbyterian Church. The Pledge of Allegiance was led by Boy Scout Pack 805.

## CITY COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETING REPORTS

Council Member Frometa welcomed the audience to the meeting. She reminded residents that September is Disaster Preparedness Month and encouraged households to maintain emergency kits. She recognized September as Suicide Prevention Month and urged the community to connect individuals in need with available mental-health resources. Council Member Frometa announced the City's September 11th Remembrance Ceremony and highlighted additional upcoming community events, including El Grito at the Downey Theatre and the I Love Downey Festival. She recognized several attendees, including Commissioners Carrie Uva and Jeannie Wood, and Michael Calvert. She concluded by expressing appreciation to the Police and Fire Departments for their ongoing service and commitment to keeping the community safe.

Council Member Ortiz welcomed the audience to the meeting. He recognized the Police Department for its recent street-racing enforcement operation. He noted that speeding continues to be a major community concern and expressed appreciation for the Police Department's proactive efforts. He

announced the opening of Downey's first Korean barbecue restaurant, "Let's Gogi," and encouraged residents to support local businesses.

Council Member Trujillo reported attending the Theater Subcommittee meeting and encouraged the community to attend upcoming events at the Downey Theatre, including El Grito festivities and the Downey Symphony. He provided updates from the Gateway Cities Council of Governments meeting focused on the 91, 605, and 405 corridors, noting the completion of the expanded off-ramps to the Cerritos Mall, which should ease traffic on the southbound 605. He announced the reopening of "Buena Mesa" restaurant on Florence Ave. Council Member Trujillo requested staff review and address the condition of the historic space-themed tiles at the Downey Landing. The request was seconded by Council Member Frometa. He requested a traffic safety review on Gallatin Rd. near Lakewood Blvd. following a recent fatal collision, asking staff to consider whether bollards or other improvements are warranted. The request was seconded by Council Member Frometa.

Mayor Pro Tem Pemberton welcomed the audience to the meeting. She reported attending a regional retreat with City Manager Bradley and representatives from approximately 25 Gateway Cities, where they received updates on major transportation and regional projects and discussed opportunities for federal and state funding. She noted ongoing Caltrans work converting the I-105 Fwy carpool lane into a fast-track lane, the Los Angeles (L.A.) River Path Project to complete a continuous 32-mile bike path, and planning for the Southeast Gateway Light Rail Project from Norwalk Blvd. to Slauson Ave., with a future extension to Union Station. She highlighted funding efforts to expand bus shelters, including locations near the I-105 Fwy and Lakewood Blvd., and discussed the City's increased contracting for additional beds at Bell Shelter and continued collaboration with City Net for homeless outreach. She announced the Marinelli Brothers Circus at Stonewood Mall and highlighted several items on the Consent Calendar, including a construction contract to Toro Enterprises to repave 38 alleys as phase one of the alley rehabilitation program, a memorandum of understanding with Downey Unified School District (DUSD) to expand the Downey One Card Library access program, and a pilot valet parking program at Downey Ave. and Second St. She acknowledged the Police Department's recent speeding enforcement efforts. Mayor Pro Tem Pemberton requested a review of street sweeping services due to concerns that debris is not being adequately collected. The request was seconded by Council Member Ortiz. She concluded by announcing a Downey Symphony fundraising event at the Women's Club.

Council Member Ortiz reported that Golden Park is undergoing several security upgrades and facility improvements, including the addition of a second dog park. He announced two upcoming community meetings for residents to receive updates and provide input: one on September 28, and October 1. He encouraged residents to attend and noted that he will be present with City Staff to share information about ongoing improvements at Golden Park.

Mayor Sosa welcomed the audience to the meeting. He reported attending a successful Coffee with a Cop event at Norms and thanked Downey PD for continuing to create casual, community-focused opportunities for public interaction. He attended the Contract Cities Fall Education Summit, where sessions covered housing trust issues, public safety partnerships for particularly for cities contracting with the L.A. County Sheriff's Department, and a nonpartisan review of Proposition 50. He highlighted upcoming community events, including Havana Nights on Downey Ave. with live music and dancing, and Coffee with the Mayor at the Columbia Memorial Space Center, which serves as an annual town hall opportunity for updates and community dialogue. He added that the State of the City address will take place later in October.

**CITY MANAGER/STAFF MEMBER COMMENTS**

City Manager Bradley reported staff has begun working with the property owner to address the maintenance and repair of the space history tiles at the Downey Landing, as previously requested by Council Member Trujillo.

Council Member Trujillo announced that the Downey Police Department is recruiting and will hold a testing day on October 11. Applicants who pass the initial test will be able to complete the physical agility test, written exam, and oral interview on the same day. Police Chief Loughner confirmed the process, noting the goal is to streamline hiring by consolidating all testing into one day and beginning background checks the following week, with anticipated start dates in early January or February. Council Member Trujillo encouraged anyone interested in a law enforcement career to apply and highlighted the strength of the Downey Police Department.

**PRESENTATIONS:**

1. Mayor's Outstanding Citizen Award to Georgeanne Bruce.

2. Mayor's Outstanding Citizen Award to Angeles Sin Limites.

3. Certificate of Appointment to Ernesto Valle, Independent Citizens' Oversight Committee, Council District 5.

4. Proclamation in honor of United States Air Force 78th Birthday.

5. Proclamation in honor of National Preparedness Month.

**PUBLIC COMMENT ON AGENDA, CONSENT CALENDAR AND NON-AGENDA ITEMS**

Mayor Sosa asked City Clerk Duarte if any written public comments were received regarding Agenda, Consent Calendar and Non-Agenda items. City Clerk Duarte confirmed one written public comment was received.

Michael Waushchek, body of the email was blank.

It was moved by Council Member Frometa, seconded by Mayor Pro Tem Pemberton, and carried 5-0, to receive and file written public comment.

Mayor Sosa asked City Clerk Duarte if there was anyone present who would like to comment regarding Agenda, Consent Calendar and Non-Agenda items.

B.C., resident, commented in regards to the bike lane that was added to Downey Ave.

John Lacey, resident, commented regarding the need for immigration law reform.

It was moved by Mayor Pro Tem Pemberton, seconded by Council Member Frometa, and so ordered by Mayor Sosa to close public comment.

**CONSENT CALENDAR**

Council Member Trujillo abstained from Item No. 10, due to owning property in the Downtown Downey area.

Mayor Sosa abstained from Item No. 4, due to owning property in the project area.

It was moved by Council Member Frometa, seconded by Council Member Trujillo, and carried 5-0, to approve the Consent Calendar.

1. **APPROVED MINUTES:** Regular Meetings of May 14, 2024 and October 8, 2024: City Clerk.

2. **WARRANTS ISSUED:** Warrant Nos. 391639-392050; Payroll Wire Nos. 30004608, 30004609, 30004611-30004614; EFT Nos. 14959-15006; and, Manual Wire Nos. 2725-2731, in the total amount of $6,668,553.05: Finance.

3. **ACCEPTANCE OF WORK FOR WELL NO. 9 REHABILITATION, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 23-30:** Public Works.

    1) **ACCEPTED THE WORK FOR WELL NO. 9 REHABILITATION, CIP NO. 23-30;**

    2) **APPROVED THE FINAL CONTRACT AMOUNT OF $264,900; AND,**

    3) **AUTHORIZED THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO FILE A NOTICE OF COMPLETION**

4. **AWARD OF CONSTRUCTION CONTRACT FOR THE ALLEYS PAVEMENT REHABILITATION PROJECT, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 24-03:** Public Works.

    1) **AWARDED A CONTRACT TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, TORO ENTERPRISES, INC. IN THE AMOUNT OF $2,429,222 FOR THE ALLEYS PAVEMENT REHABILITATION PROJECT, CAPITAL IMPROVEMENT PROGRAM (CIP) NO. 24-03; AND,**

    2) **AUTHORIZED THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH TORO ENTERPRISES, INC. IN THE AMOUNT OF $2,429,222, INCLUDING ANY NON-SUBSTANTIVE EXTENSIONS, CHANGE ORDERS, PURCHASE ORDERS, AND AMENDMENTS UP TO THE AUTHORIZED BUDGET AMOUNT OF $3,264,941**

5. **APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT FOR CONSTRUCTION BIDS FOR THE FOSTER RD. AND CARFAX AVE. STORM DRAIN IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 24-23, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15302 CLASS 2(C):** Public Works.

    **APPROVED THE PLANS AND SPECIFICATIONS, AND AUTHORIZED THE SOLICITATION OF CONSTRUCTION BIDS FOR THE FOSTER RD. AND CARFAX AVE. STORM DRAIN IMPROVEMENTS, CIP NO. 24-23 AND FURTHER FIND THAT THE PROJECT IS EXEMPT FROM THE REQUIREMENTS CONTAINED IN CEQA UNDER SECTION 15302 CLASS 2(C)**

6. **APPROVAL OF THE PURCHASE OF WATER METERS AND RADIO EQUIPMENT FOR PUBLIC WORKS UTILITIES OPERATIONS:** Public Works.

    **APPROVED A PURCHASE ORDER WITH AQUAMETRIC SALES COMPANY, INC. FOR WATER METERS AND ASSOCIATED RADIO EQUIPMENT FOR A TOTAL NOT TO EXCEED AMOUNT OF $314,692**

7. **AUTHORIZATION TO PURCHASE 20 TASER MODEL X26P CONDUCTED ENERGY DEVICES:** Police.

    1) **APPROVED THE PURCHASE OF 20 TASER MODEL X26P CONDUCTED ENERGY DEVICES AND ACCESSORIES IN THE AMOUNT OF $33,737 FROM PROFORCE LAW ENFORCEMENT; AND,**

    2) **AUTHORIZED AN APPROPRIATION OF $33,737 FROM MEASURE S CAPITAL FUND 33 EXPENSE ACCOUNT NUMBER 33-4-2110-0950, FOR THIS PURCHASE**

8. **APPROVAL OF A SERVICE AGREEMENT WITH COMMLINE, INC. FOR GENERAL TECHNICAL SUPPORT OF RADIO COMMUNICATIONS EQUIPMENT:** Fire.

    **AUTHORIZED THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE SERVICE CONTRACT WITH COMMLINE, INC. FOR GENERAL TECHNICAL SUPPORT OF RADIO COMMUNICATIONS EQUIPMENT FOR A THREE-YEAR TERM BEGINNING ON JULY 1, 2025 FOR A TOTAL CONTRACT AMOUNT OF $150,483**

9. **APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY UNIFIED SCHOOL DISTRICT TO RENEW AND EXPAND THE DOWNEY ONE CARD PROGRAM:** Library.

    1) **APPROVED THE MOU BETWEEN THE CITY OF DOWNEY AND THE DOWNEY UNIFIED SCHOOL DISTRICT THAT RENEWS AND EXPANDS THE DOWNEY ONE CARD PROGRAM; AND,**

    2) **AUTHORIZED THE CITY MANAGER TO EXECUTE ALL AMENDMENTS TO THE MOU**

10. **APPROVAL OF A LICENSE AGREEMENT FOR A PILOT VALET PARKING SERVICES PROGRAM IN DOWNTOWN DOWNEY:** Administration.

    **APPROVED THE LICENSE AGREEMENT BETWEEN THE CITY OF DOWNEY AND HERITTAGE HOLDINGS INC., DBA SUPREME PARKING SERVICE, FOR VALET PARKING SERVICES IN DOWNTOWN DOWNEY FOR A PERIOD OF SIX (6) MONTHS**

**ADMINISTRATIVE REPORTS**

11. **DISCUSSION REGARDING A CAT SPAY AND NEUTER REBATE PROGRAM:** Administration.

    1) **DISCUSSED A CAT SPAY AND NEUTER REBATE PROGRAM AND PROVIDED STAFF WITH DIRECTION ON THE CREATION OF SUCH PROGRAM WITHIN THE CITY; AND,**

    2) **IF APPROVED, APPROPRIATE UP TO $20,000 FROM THE GENERAL FUND - FUND BALANCE TO IMPLEMENT A CAT SPAY AND NEUTER REBATE PROGRAM.**

Assistant to the City Manager Juddy Montenegro provided the staff report for Item No. 11. She provided a proposed Cat Spay and Neuter Rebate Program intended to promote responsible pet ownership, improve animal health and safety, and reduce cat overpopulation within the City. Ms. Montenegro explained that spaying and neutering help prevent unwanted litters, reduce the number of stray cats, mitigate risks such as disease and injury, and are associated with longer and healthier lives for cats. At the request of Mayor Pro Tem Pemberton, staff researched similar programs in neighboring

cities, including Santa Fe Springs, Paramount, Norwalk, and Bell Gardens, following direction provided during the June Budget Workshop. Based on this research, staff developed a proposed program offering one-time rebates of up to $200 per household to assist residents with the cost of spay or neuter procedures for household cats. Ms. Montenegro noted that the Council may wish to consider whether to expand eligibility to include feral or stray cats, also referred to as community cats. She summarized concerns raised by other cities regarding inclusion of feral cats, including rapid depletion of funds, potential liability issues when cats may have owners, and challenges associated with ownership and adoption. As a result, comparable programs generally limit eligibility to household cats. Proposed eligibility criteria include Downey residency, completion of the procedure within 60 days of application, use of a licensed veterinary facility, submission of an itemized receipt, and a limit of one rebate per household. The rebate would not cover costs beyond the $200 maximum or additional services. Pet licensing would not be required, as licensing requirements apply only to dogs under the Municipal Code. The program would operate on a first-come, first-served basis until funds are exhausted. Applications would be available at City Hall and online, with an anticipated processing time of approximately 30 days. If approved, staff would coordinate with the City's public information team to advertise the program and target a launch date of October 1. Staff requested Council direction on the proposed program and authorization to appropriate up to $20,000 from the General Fund reserve balance to fund the rebates.

Mayor Pro Tem Pemberton emphasized that the City is facing a long standing and widespread cat overpopulation problem, particularly involving feral and community cats, which residents have raised concerns about for years. Drawing on her research, visits to shelters, and her current service as a commissioner with SEAACA, she explained that unmanaged cat populations also contribute to secondary issues such as increased coyote activity, as cats serve as a food source. She noted that while dog spay and neuter programs are well supported through free services, partnerships, and mobile clinics, there is no comparable program currently available for cats, despite the fact that cats are generally not impounded unless injured or very young. As a result, residents and volunteer Trap Neuter Return (TNR) organizations are left without financial support and often must travel long distances to obtain low cost services. She referenced the former Big Meow program, which helped reduce cat populations but was discontinued after limited grant funding was exhausted. Mayor Pro Tem Pemberton cited neighboring cities that have implemented spay and neuter rebate programs, many of which include feral cats, and explained that these programs were created in response to numerous community complaints. She stressed that excluding feral and community cats would fail to address the root cause of overpopulation, noting that indoor household cats are not the primary source of the issue. She requested that the City establish a comprehensive spay and neuter rebate program that includes both household and community cats, removes the one cat per household limitation, does not impose income restrictions, and allows procedures to be performed by licensed veterinarians or animal hospitals. She expressed support for a reimbursement-based model that would allow residents and TNR groups to use their own veterinarians and suggested exploring future partnerships with nonprofit mobile spay and neuter providers.

Council Member Frometa acknowledged the seriousness of the City's cat overpopulation issue but raised concerns about moving forward with a rebate pilot without clearer data. She noted that Downey is a founding member of SEAACA and that the City's annual contribution has increased significantly in the most recent fiscal year. Given that level of investment, she questioned why SEAACA does not currently have sufficient funding to provide cat spay and neuter services for its core member cities and requested information on how many Downey residents have specifically sought these services. She emphasized the importance of understanding the demonstrated need before appropriating $20,000 for a pilot program and suggested that limits such as a cap on the number of cats per household and income eligibility requirements should be considered. She expressed concern about including feral cats due to the lack of licensing or ownership identification. In response, Ms. Montenegro explained that SEAACA does not track data by individual City and therefore could not provide statistics specific to Downey residents requesting cat spay or neuter services. She stated that SEAACA has reported general interest in reviving the Big Meow program but does not maintain city specific data. Assistant City Manager De

Rojas added that staff followed up directly with SEAACA and confirmed that no such tracking exists. She noted that, unlike neighboring cities that created programs after receiving numerous direct calls and emails from residents, the City of Downey has received limited direct inquiries, including approximately four emails over the past year and some social media comments regarding cat overpopulation. Assistant City Manager further clarified that the Big Meow program remains on hold due to the loss of grant funding. The most recent available data from 2023 showed that SEAACA facilitated approximately 225 cat spay and neuter procedures, of which 47 involved cats from Downey. She noted that this was the only concrete data point available to estimate potential local demand, as no additional records or statistics exist.

Council Member Frometa sought clarification on the data presented, asking whether the 225 cats referenced were from the 2023 year and noting that 47 of those cats were from Downey, representing approximately 21% of the total. Assistant City Manager De Rojas confirmed that the figures reflected activity from 2023.

Council Member Frometa acknowledged that there is a clear need to address cat overpopulation in the City and expressed support for allowing up to two cats per household under the proposed program. However, she raised reservations about including feral or community cats, noting concerns about encouraging residents to actively seek out such cats for spay and neuter services and the uncertainty surrounding ownership and origin.

Mayor Pro Tem Pemberton reiterated that the City's cat overpopulation issue is driven by uncontrolled breeding among community and feral cats and cannot be resolved solely by limiting assistance to responsible household pet owners. She emphasized that spay and neuter programs are the only effective means of reducing the overall population and noted that other cities have already implemented such efforts. She stated that while restarting the Big Meow program could be explored in the future if funding becomes available, the immediate goal is to begin addressing the problem now and to provide residents with a tangible resource. She described widespread public requests for help through social media and stressed that the City has not previously been able to respond meaningfully to those concerns. Mayor Pro Tem Pemberton characterized the proposed program as a starting point or pilot that would support individuals and organizations already doing the on the ground work to reduce overpopulation. She noted that the funding may or may not be fully expended, but providing some level of assistance would empower community efforts and represent a reasonable and necessary step toward addressing the issue.

Council Member Ortiz expressed support for allowing more than one cat per household under the program, suggesting a higher limit such as three or four cats. He sought clarification on the requirement that spay or neuter procedures be performed within 60 days of the application date, asking whether applicants would need to apply before the procedure. Ms. Montenegro clarified that, similar to the City's Home Security Rebate program, applicants would be required to submit their application within 60 days after the procedure is completed. She explained that as long as the spay or neuter occurred within the 60-day window prior to the application date, the applicant would remain eligible for the rebate.

Council Member Ortiz suggested shortening the application window from 60 days to 30 days, explaining that a shorter timeframe could help discourage residents from actively seeking out cats solely to obtain the rebate while still allowing sufficient time to apply.

Council Member Frometa stated that while she agreed with the importance of responsible pet ownership and acknowledged that roaming and feral cats are the source of the overpopulation problem, she expressed concern about potential liability associated with encouraging residents to capture community or feral cats for spay and neuter services. She cautioned that these cats often have no identifiable owner and that encouraging community members to intervene could expose the City to legal and ethical concerns. City Manager Bradley responded by explaining that some animal welfare advocates

consider the practice of capturing, altering, and returning feral cats to be inhumane, and that at least one public agency has faced legal action related to this issue. He noted that this risk has made animal shelters and related organizations cautious when designing such programs. Assistant City Manager De Rojas added that these liability concerns are one reason programs such as SEAACA's Big Meow initiative were limited to owned cats. She explained that restricting eligibility helps reduce exposure to legal challenges while still supporting responsible pet ownership.

Mayor Sosa expressed the view that cat spay and neuter services should be provided through SEAACA rather than funded directly by the City, noting that member cities collectively contribute to the agency. He requested data to support the need for a City funded program and asked when SEAACA might realistically reinstate the Big Meow program and what that program would include.

Mayor Pro Tem Pemberton explained that the City currently lacks any local resource to assist residents and TNR volunteers who are already humanely addressing the cat overpopulation issue. She stated that there is little incentive for residents to capture cats solely for reimbursement and emphasized that these efforts are driven by community members committed to animal welfare. She acknowledged that SEAACA could be approached in the future during the budget process, but noted that its current budget would not support reinstating the Big Meow program in the near future. Mayor Pro Tem Pemberton advocated for launching a City pilot program to provide immediate assistance, allow flexibility in the number of cats addressed per household, and support timely action to reduce cat overpopulation and related coyote activity. She emphasized that a pilot would allow the City to respond to current community needs while longer term options with SEAACA are explored.

Council Member Frometa expressed support for initiating a limited pilot program funded at $10,000, acknowledging the need to begin addressing the issue while keeping the scope restrained. Drawing on her experience serving on the SEAACA Board, she noted that while the agency began as a boutique organization for core cities and has since expanded to include contracted cities, it is not a County agency and faces its own operational and labor constraints. She stated that core cities should ultimately have resources available to address issues such as cat overpopulation, but agreed with Mayor Sosa that any City funded pilot should be modest in scale. Council Member Frometa indicated her support for a pilot program limited to two cats per household and aligned with SEAACA's and other cities' practices by excluding community or feral cats.

Mayor Sosa asked whether there are any agencies or cities that specifically address feral cats through spay and neuter programs. Ms. Montenegro responded that the cities reviewed as part of staff's research, including Santa Fe Springs, Paramount, Norwalk, and Bell Gardens, all limit their programs to household or domestic cats and do not include feral cats.

Council Member Ortiz asked how pet ownership is verified for cats under spay and neuter rebate programs, specifically questioning how a pet license would be used to determine eligibility. Ms. Montenegro responded that most cities do not require a pet license for cats. She explained that Santa Fe Springs is the only city reviewed that requires pet licenses because it operates a combined dog and cat program, and verification for cats is based on the applicant's residency information and a veterinary invoice showing a matching name and address.

Mayor Pro Tem Pemberton responded that according to the comparison chart, both Paramount and Norwalk do allow feral cats in their programs.

Mayor Sosa suggested that, before allocating City funds, the Council should request that SEAACA initiate or reinstate a cat spay and neuter program. He noted that such a request would be within the Council's discretion and could be pursued through the City's SEAACA representative, Mayor Pro Tem Pemberton.

Mayor Pro Tem Pemberton noted that SEAACA's newly adopted budget includes significant capital and facility costs, making it unlikely that the agency could implement such a program in the current year. She explained that SEAACA's current budget constraints are why other cities have already established their own programs.

Council Member Frometa proposed approving half of the recommended funding as a pilot program in order to assess community response and actual demand. She clarified that the pilot would exclude feral cats, increase eligibility to two cats per household, and remove the pet license requirement, which she noted had been included in error.

Mayor Pro Tem Pemberton questioned the decision to exclude feral cats from the proposed pilot program, stating that feral and community cats are the primary source of the overpopulation problem. She asked whether removing them would meaningfully address the issue.

Council Member Frometa responded by reiterating her position that the pilot should mirror the Big Meow program and exclude feral cats, citing concerns previously discussed regarding scope and liability, while still allowing the City to take an initial step in addressing the issue.

Council Member Trujillo stated that pet owners should be responsible for the cost of spaying and neutering their own household cats and expressed concern about using taxpayer funds for that purpose. He acknowledged the broader community issue posed by feral or community cats and agreed with Mayor Pro Tem Pemberton that unmanaged feral cats are the primary driver of overpopulation.

City Manager Bradley summarized the proposed parameters discussed by the Council, noting a pilot allocation of up to $10,000, a limit of two cats per household, and the exclusion of feral cats from the program.

Council Member Frometa suggested pausing the program to allow time to gather additional information on whether SEAACA has funding available or plans to reinstate the Big Meow program with inclusion of feral cats.

Mayor Pro Tem Pemberton stated that she has an upcoming SEAACA meeting and will raise the issue with other member cities, including exploring whether funding options are available. She emphasized that any effective approach must include feral cats, noting that excluding them would not address the underlying overpopulation problem.

Council Member Frometa stated that she would like clarification on SEAACA's position and the collective stance of its member cities, expressing concern about using City funds.

Council Member Trujillo asked whether there are any grant programs available to address feral cat populations and whether other cities have successfully used such funding. City Manager Bradley responded that staff does not currently have that information and indicated that SEAACA would be the appropriate source to consult, given its expertise in animal control and related funding opportunities.

Mayor Pro Tem Pemberton shared that she attended the opening of a large nonprofit organization in Long Beach that operates a grant funded spay and neuter program with its own veterinary services. She noted that the program focuses on neighborhood cats and is able to process approximately 100 cats per week, highlighting it as a successful and impactful model that impressed her.

Mayor Sosa expressed concern about proceeding with City funding before fully exploring whether SEAACA could address the issue or reinstate the Big Meow program. He noted that while a $10,000 or $20,000 allocation is not significant on its own, such expenditures accumulate over time. He emphasized

the need for fiscal caution, particularly in light of ongoing collective bargaining negotiations and broader budget considerations.

Council Member Frometa withdrew her previously stated motion.

Mayor Pro Tem Pemberton requested that the item be brought back for consideration the following month, stating that she would conduct additional due diligence by speaking with SEAACA member cities and the agency's Director regarding the potential reinstatement of the Big Meow program and available funding options. She emphasized coordinating with the member cities on a possible regional approach.

Mayor Sosa thanked Mayor Pro Tem Pemberton for her research and advocacy on the issue but reiterated his desire to ensure that all available resources are fully explored before the City makes any funding commitment.

Council Member Trujillo requested that staff obtain information from SEAACA explaining why the Big Meow program excluded feral cats. He stated that understanding SEAACA's rationale would be important, noting his agreement with Mayor Pro Tem Pemberton that addressing feral cats is key to reducing overall cat overpopulation.

Mayor Pro Tem Pemberton explained that standard veterinary protocols for owned cats often require blood work, vaccination history, and follow up visits, which are not practical for feral or nonsocial community cats that are typically trapped and cannot be housed for extended periods. She noted that the inability to hold feral cats for lengthy evaluations is a key reason why traditional protocols are often bypassed when addressing community cats.

It was moved by Mayor Sosa, seconded by Council Member Frometa, and carried 5-0, to defer the discussion, potentially to the next scheduled City Council meeting.

**12. DISCUSSION REGARDING BEAUTIFICATION OF INTERSECTION MEDIAN AT DOWNEY AVE., NEW ST., AND 6TH ST.:** Public Works.

**1) DISCUSSED THE OPTIONS FOR BEAUTIFYING THE RAISED MEDIAN LOCATED AT THE INTERSECTION OF DOWNEY AVE., NEW ST., AND 6TH ST.; AND,**

**2) PROVIDED DIRECTION ON OPTIONS FOR ADDING A MONUMENT SIGN WITHIN THE RAISED MEDIAN**

Public Works Director Matthew Baumgardner provided the staff report for Item No. 12. He presented options for a small median beautification project at the intersection of Downey Ave., New St., and 6th St. He described existing conditions at the approximately 850 square foot median, which currently consists of asphalt, concrete, cobbles, traffic signage, a streetlight, a small elephant palm tree, and no irrigation. He explained that the proposed improvements would involve removing the existing materials and tree, importing suitable soil, and installing drought tolerant landscaping. Staff recommended planting a strawberry marina tree, an approved and low maintenance evergreen street tree, along with succulents and mulch to accommodate the lack of irrigation. Director Baumgardner outlined an optional enhancement to include signage within the median. He noted that while monument style signs are typically used in larger medians, a scaled down version could be considered, subject to Council direction on wording. He estimated the cost of landscaping improvements at approximately $10,000, with signage fabrication and installation adding an additional $25,000, for a total potential project cost of about $35,000. He stated that funding would come from the City's annual citywide median landscaping capital improvement funds and concluded by offering to answer any questions from the Council.

Mayor Sosa asked whether the removal and planting components of the proposed median project would be funded through the City's existing beautification allocations. Director Baumgardner confirmed that median improvements are an eligible use of the City's annual citywide median landscaping funds and noted that Metro allows those funds to be used within medians. City Manager Bradley added that the City maintains an annual program that applies these funds to median improvements throughout the City.

Mayor Sosa asked about the annual amount allocated for median landscaping. Director Baumgardner responded that the City budgets approximately $500,000 each year, with about half used for general median maintenance and the remaining funds dedicated to tree planting. He noted that the City aims to plant approximately 500 to 600 trees annually in parkways and medians using these funds.

Council Member Trujillo shared that he requested the agenda item and explained that the median is located near Our Lady of Perpetual Help Church, a highly trafficked area with notable architectural significance. He shared that, while street improvements prompted the request for beautification, he envisioned a more artistic treatment rather than standard landscaping. He suggested exploring the use of the Art in Public Places Fund to incorporate an artistic element, potentially a monument style feature, and discussed the idea of using the word "faith" in a broader, non-religious sense to reflect the City's diversity and numerous places of worship. He emphasized the City's inclusive character and noted that the location is near the City's central core. Council Member Trujillo asked that the Council consider options beyond a standard City entry sign and suggested placing an artistic concept in the queue.

Mayor Pro Tem Pemberton stated that the location is not a major arterial or gateway and therefore would not be an appropriate site for a monument sign bearing the City's name. She agreed that such signage is better suited for primary entry corridors such as Imperial Hwy., Firestone Blvd., or Florence Ave. She expressed support for focusing on drought tolerant landscaping solutions instead, such as ornamental grasses or succulent plantings, noting that these options would be attractive, low maintenance, and appropriate for the site. She concluded that the median needs improvement and would benefit from enhanced landscaping rather than monument signage.

Council Member Frometa asked for an update on the remaining balance of the Art in Public Places Fund. City Manager Bradley responded that the estimated balance is approximately $30,000, noting that planned projects such as the downtown Gateway sign, murals, and other initiatives will consume a significant portion of those remaining funds.

Council Member Trujillo suggested that, if the word "faith" is not pursued, the City should consider an artistic installation to continue the existing art corridor along Downey Ave. He noted that the location serves as a transition into the Downtown Downey area and would complement the sculptures already installed along the corridor.

Council Member Frometa expressed support for this idea, agreeing that an artistic feature would be an appropriate and attractive addition.

Mayor Pro Tem Pemberton raised concerns about installing a one-sided art piece at a busy intersection with multiple approaches, noting that drivers may not be able to safely view artwork from all directions. Council Member Trujillo suggested that a 360° sculptural piece would be more appropriate and visible from multiple angles. He noted the opportunity to incorporate solar lighting so the artwork could be illuminated at night without extensive infrastructure, allowing the piece to be appreciated after dark.

City Manager Bradley asked whether the Council wished to proceed with the landscaping improvements first or preferred to coordinate the landscaping with any future artistic elements so they are implemented together.

Council Member Frometa expressed support for moving forward with replacing the existing median with landscaping as an initial step, noting that any artistic or design elements would require additional discussion and planning at a later date.

Mayor Sosa stated that the Council could proceed with a decision on the landscaping portion as a separate item, emphasizing that the removal and planting work appropriately aligns with the purpose of the existing CIP fund allocation.

Council Member Ortiz stated that he supports adding vegetation to the median, noting that leaving the area as dirt and rocks does not reflect the City well. He asked whether medians without irrigation would continue to be left in that condition. City Manager Bradley responded that the current condition resulted from disrepair due to the lack of irrigation, but that the City can install drought tolerant landscaping that will thrive without irrigation, confirming the area would be improved rather than left as a standard condition for similar locations.

Mayor Pro Tem Pemberton expressed support for the strawberry marina tree, noting that it requires minimal water, adds visual substance above the lower plantings, and is well suited for the site. She emphasized the importance of preserving the existing mature tree, estimating it to be approximately 50 years old, and stated that she would not want it removed.

Council Member Trujillo asked for the name of the existing tree in the median, and Director Baumgardner responded that it is an elephant palm tree.

Council Member Trujillo asked for the Council's input on whether the existing tree should be removed, noting that Mayor Pro Tem Pemberton had expressed a preference for preserving it, and stated that he was open to further discussion on the matter.

Mayor Sosa recommended deferring to staff expertise, suggesting that professionals determine the most appropriate and feasible approach to beautifying the median.

Mayor Pro Tem Pemberton stated her support for preserving the existing tree.

City Manager Bradley noted that staff could leave space within the median design to accommodate a future discussion or installation of public art at that location.

Council Member Trujillo expressed concern about installing landscaping that might later need to be removed if an art feature is added and suggested asking staff to return with options for the center of the median. Mayor Sosa responded that such direction could be addressed through a formal motion.

It was moved by Council Member Trujillo, seconded by Council Member Ortiz, and carried 5-0, to proceed with beautifying the raised median located at the intersection of Downey Ave., New St., and 6$^{th}$ St. with drought tolerant succulents and to have staff return with options for a discussion on a potential installation of an art monument or sign within the raised median.

**ADJOURNMENT**

Mayor Sosa adjourned the Regular City Council Meeting – Open Session at 8:45 p.m. in memory of Chief John Ojeisekhoba Sr., 54, Associate Vice President and Chief of Campus Safety at Biola

University, employed for 25-years, who passed away due to a medical emergency; the victims of the September 11, terrorist attacks; and, Fletcher Merkel, 8, and Harper Moyski, 10, victims of the shooting at Annunciation Catholic School in Minneapolis, Minnesota.

MARIA ALICIA DUARTE, CMC
City Clerk

CLAUDIA M. FROMETA
Mayor

**MINUTES OF THE**
**CITY COUNCIL OF THE CITY OF DOWNEY**
**REGUALR MEETING**
**DECEMBER 9, 2025**

The City Council of the City of Downey held a Regular City Council Meeting – Open Session on December 9, 2025, at 5:32 p.m., in the Council Chambers of the Downey City Hall, 11111 Brookshire Avenue, Downey, California, Mayor Sosa presiding.

**PRESENT:** Council Members:

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| Hector Sosa | Mayor |
| Dorothy Pemberton | Mayor Pro Tem |
| Claudia M. Frometa | Council Member |
| Horacio Ortiz | Council Member |
| Mario Trujillo | Council Member |

**ALSO PRESENT:** Roger Bradley, City Manager
Vaniah De Rojas, Assistant City Manager
John Funk, City Attorney
James McQueen, Human Resources Director
M. Alicia Duarte, CMC, City Clerk

## PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS

Mayor Sosa asked City Clerk Duarte if any written public comments were received regarding Closed Session items. City Clerk Duarte confirmed no written public comments were received.

Mayor Sosa asked if there was anyone present who would like to comment on Closed Session items.

Having none, Mayor Sosa closed public comment.

It was moved by Council Member Frometa, seconded by Mayor Pro Tem Pemberton, and so ordered by Mayor Sosa, to close public comment.

## RECESSED TO CLOSED SESSION

Mayor Sosa announced the City Council is recessing to Closed Session at 5:34 p.m. to discuss matters under the authority of the following sections of the Government Code:

1. Government Code Section 54957.6 - Conference with labor negotiator James McQueen re: direction for labor negotiations with Downey Firemen's Association, Downey Fire Management Association and Downey Police Officers' Association.

2. Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Renato Felix Medina v. City of Downey, Los Angeles County Superior Court Case No. 24NWCV01696.

3. Government Code Section 54957(b)(1) – Public Employee Performance Evaluation – Title: City Manager.

4. Government Code Section 54957.6(a) – Conference with Labor Negotiator Agency Designated Representative: James McQueen, Director of Human Resources. Unrepresented Employee: City Manager.

**RECONVENED REGULAR CITY COUNCIL MEETING – CLOSED SESSION**

Mayor Sosa reconvened the Regular City Council Meeting – Closed Session at 6:34 p.m.

City Attorney Funk reported the Closed Session report as follows: In regards to Item Nos. 1, 2, 3, and 4, no reportable action was taken.

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The City Council of the City of Downey held a Regular City Council Meeting – Open Session on December 9, 2025 at 6:38 p.m., in the Council Chambers of the Downey City Hall, 11111 Brookshire Avenue, Downey, California, Mayor Sosa presiding.

**PRESENT:** Council Members:

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|---|---|
| Hector Sosa | Mayor |
| Dorothy Pemberton | Mayor Pro Tem |
| Claudia M. Frometa | Council Member |
| Horacio Ortiz | Council Member |
| Mario Trujillo | Council Member |

**ALSO PRESENT:** Roger Bradley, City Manager
Vaniah De Rojas, Assistant City Manager
John M. Funk, City Attorney
Scott Loughner, Police Chief
Anthony Hildebrand, Fire Chief
Matthew Baumgardner, Public Works Director
James McQueen, Human Resources Director
Irma Huitron, Community Development Director
Jason Chacon, Parks & Recreation Director
Austin Ramirez, Economic Development Director
M. Alicia Duarte, CMC, City Clerk

The Invocation was delivered by Pastor Tanya Lopez, Downey Memorial Christian Church. The Pledge of Allegiance was led by Boy Scout Pack 805.

**CITY COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETING REPORTS**

Council Member Frometa welcomed the audience to the meeting. She expressed appreciation for the community's participation, noting her enjoyment of the recent Holiday Caravan, as well as the 74th Annual Christmas Parade organized by the Downey Chamber of Commerce. Council Member Frometa thanked the City Manager Bradley, Assistant City Manager De Rojas, Department Directors, City staff, and first responders for their continued service, emphasizing the Council's commitment to the community and to public safety during the holidays.

Council Member Ortiz welcomed the audience to the meeting. He wished everyone a Merry Christmas and reflected on a busy month highlighted by the City's Christmas Tree Lighting event and the

Shop with a Cop event. He thanked the Police Chief Loughner for the Shop with a Cop program and concluded by wishing the community a Happy New Year. He congratulated Mayor Sosa on a successful year of service.

Council Member Trujillo welcomed the audience to the meeting. He congratulated City employees recognized at the Annual Service Awards, including a long-tenured employee with approximately 40 years of service, and encouraged residents to consider careers in public service with the City. He noted the success of recent community events, including the sold-out Los Angeles Philharmonic performance at the Downey Theatre and the Apollo Lighting Event at the Columbia Memorial Space Center. Council Member Trujillo provided an update on ongoing efforts to attract a Trader Joe's to Downey, confirming the company's interest in locating on Firestone Blvd. He requested staff explore the feasibility of placing a "Downey" sign on a vacant parcel near Studebaker Rd. by the Honda World property for City branding purposes. The request was seconded by Council Member Frometa. Council Member Trujillo inquired about future discussions regarding the long-term use of the parking lot currently used for the night market, acknowledging that the matter is subject to the Surplus Land Act. City Manager Bradley confirmed that this item would be discussed during the Economic Development Plan presentation.

Mayor Pro Tem Pemberton welcomed the audience to the meeting. She highlighted several recent community activities, including attending the ARC's First Annual Gala, participating in Assemblywoman Blanca Pacheco's 3rd Annual Turkey Distribution, where approximately 1,000 turkeys were distributed. She promoted animal adoption through the Southeast Area Animal Control Authority (SEAACA), encouraging residents to adopt pets during the holiday season and noting the reduced adoption fee and included vaccinations and spay/neuter services. Mayor Pro Tem Pemberton referenced upcoming consent calendar items, including the Furman Park Stormwater Recapture Project scheduled to begin March 2026, which will capture and treat runoff from Florence Ave. She thanked Parks and Recreation, Public Works, Police, Fire, and the City's Administrative team for their efforts in delivering numerous community programs and events, including the Holiday Caravan. She recognized City Manager Bradley and Public Works for completing construction improvements at Lakewood Blvd. and Firestone Blvd. ahead of the Thanksgiving holiday, improving traffic flow. She noted recent coordination with the County and Caltrans to address trash and cleanup efforts along flood control areas and freeway corridors. She encouraged residents to stay involved and volunteer.

Mayor Sosa welcomed the audience to the meeting. He highlighted the recent Emergency Preparedness Fair, describing a successful event with nearly 200 attendees and a wide range of resources, and thanked the Downey Fire Department, Downey CERT, Community Development staff, and all City personnel involved. He acknowledged the unusually full agenda of presentations, noting that it was his final meeting as Mayor. Mayor Sosa requested Council to direct the City Manager to prepare a temporary holiday closure of City Hall following Christmas to provide staff with a holiday break, expressing appreciation for staff's hard work throughout the year. After discussion and clarification regarding the specific dates, he reiterated his support for granting the holiday closure and extended holiday greetings and well wishes for the coming year to City staff and the community.

**CITY MANAGER/STAFF MEMBER COMMENTS**

City Manager Bradley thanked the Mayor and City Council for their appreciation and stated that staff had no additional comments.

**PRESENTATIONS**

1. Presentation of League of California Cities' Helen Putnam Award to the City of Downey for City of STEM.

2. Posthumous Mayor's Outstanding Citizen Award to Mary Louise Bergstrom Robison, retired DUSD School Teacher with 50 years of service.

3. Mayor's Outstanding Citizen Award to Sussman Middle School Students.

4. Mayor's Outstanding Citizen Award to Dania Janczak, Community Volunteer.

5. Mayor's Outstanding Citizen Award to Hector Schmidt, Community Volunteer.

6. Certificates of Recognition to the Warren High School Boys' and Girls' Cross-Country Teams in honor of their Gateway League Championship.

7. Presentation of City Tile Plaque to Retiring Employee, with 14 years of service, Kris Withrow, Executive Secretary, Public Works – Utilities Division.

8. Certificates of Recognition to Public Works Department Staff.

**PUBLIC COMMENT ON AGENDA, CONSENT CALENDAR AND NON-AGENDA ITEMS**

Mayor Sosa asked City Clerk Duarte if any written public comments were received regarding Agenda, Consent Calendar and Non-Agenda items. City Clerk Duarte confirmed one written public comment was received.

Faraz Aqil, resident, commented in opposition to Item No. 10.

It was moved by Council Member Frometa, seconded by Council Member Trujillo, and carried 5-0, to receive and file written public comment.

Mayor Sosa asked City Clerk Duarte if there was anyone present who would like to comment regarding Agenda, Consent Calendar and Non-Agenda items.

Roger Miller, commented in regards to the completion of a Downey music video.

Alan Halstensgaard, resident, commented in opposition to abortion.

Speaker No. 3, commented in opposition to Item No. 10.

Speaker No. 4, thanked Mayor Sosa for his service as Mayor.

Eduardo Sandoval, resident, commented in regards to a recent traffic-related incident he was involved in.

It was moved by Mayor Pro Tem Pemberton, seconded by Council Member Frometa, and so ordered by Mayor Sosa to close public comment.

**CONSENT CALENDAR**

It was moved by Council Member Frometa, seconded by Council Member Ortiz, and carried 5-0, to approve the Consent Calendar.

1. **APPROVAL OF COUNCIL MEETING MINUTES:** Special Community Development Commission - Housing Successor Agency Meeting of June 24, 2025; Regular meetings of January 14, 2025, June 10, 2025, June 24, 2025, July 8, 2025, and August 12, 2025

2. **WARRANTS ISSUED:** Warrant Nos. 394090-394725; Payroll Wire Nos. 30004635, 30004636, 30004640-30004644; EFT Nos. 15224-15308, Manual Wire Nos. 2757-2766, Cashier Check Nos. 91197-91198; and Handwritten Check Nos. 91199-91200, in the total amount of $9,717,302.47

3. **ADOPTION OF INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT FOR CONSTRUCTION BIDS FOR THE FURMAN PARK STORMWATER CAPTURE AND INFILTRATION PROJECT, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 22-14:** Public Works.

    1) **ADOPTED RESOLUTION NO. 25-8327, ADOPTING THE FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND) AND MITIGATION AND MONITORING AND REPORTING PROGRAM (MMRP) FOR THE FURMAN PARK STORMWATER CAPTURE AND INFILTRATION PROJECT; AND,**

    2) **APPROVED THE PLANS AND SPECIFICATIONS AND AUTHORIZED THE SOLICITATION OF CONSTRUCTION BIDS FOR THE FURMAN PARK STORMWATER CAPTURE AND INFILTRATION PROJECT, CIP NO. 22-14**

4. **APPROVAL OF A SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR ENTERPRISE RESOURCE PLANNING SYSTEM:** Administration.

    **APPROVED AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR IMPLEMENTATION OF A NEW ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND FOR ONGOING SOFTWARE AS A SERVICE (SAAS) FOR AN INITIAL FIVE -YEAR TERM BEGINNING JANUARY 1,2026 FOR A TOTAL CONTRACT AMOUNT OF $2,647,911, RENEWING AUTOMATICALLY FOR ADDITIONAL ONE (1) YEAR RENEWAL TERMS UNLESS TERMINATED IN WRITING BY EITHER PARTY AT LEAST SIXTY (60) DAYS PRIOR TO THE END OF THE THEN-CURRENT RENEWAL TERM**

5. **APPROVAL OF A MEMORANDUM OF AGREEMENT WITH LOS ANGELES INTERAGENCY METROPOLITAN APPREHENSION CRIME TASK FORCE (LA IMPACT) AND LOS ANGELES COUNTY PROBATION SERVICES:** Police.

    1) **APPROVED A MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES INTERAGENCY METROPOLITAN APPREHENSION CRIME TASK FORCE (L.A. IMPACT) AND LOS ANGELES COUNTY PROBATION SERVICES WITH A TERMINATION DATE OF JUNE 30, 2026; AND,**

    2) **AUTHORIZED THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE MEMORANDUM OF AGREEMENT (MOA) AND TO APPROVE AMENDMENTS TO THE AGREEMENT**

6. **APPROVAL OF ARCTIC WOLF CYBER SECURITY SUBSCRIPTION RENEWAL:** Administration.

    **AUTHORIZED THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE RENEWAL CONTRACT FOR A ONE YEAR TERM WITH ARCTIC WOLF CYBER SECURITY SERVICES SUBSCRIPTION THROUGH CDW-G (A RESELLER) FOR $96,235**

**7. REAPPOINTMENT TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES:** City Clerk.

**APPROVED THE REAPPOINTMENT OF MAYOR PRO TEM DOROTHY PEMBERTON AS THE CITY OF DOWNEY'S REPRESENTATIVE ON THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT (GLACVCD) BOARD OF TRUSTEES FOR TWO (2) YEARS COMMENCING ON JANUARY 5, 2026**

**ADMINISTRATIVE REPORTS**

**8. APPROVAL OF A RESOLUTION OF INTENTION TO FORM AN ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD); ESTABLISH THE DOWNEY EIFD PUBLIC FINANCING AUTHORITY; AND, APPOINTMENT OF MEMBERS TO THE EIFD PUBLIC FINANCING AUTHORITY**

**1) ADOPTED RESOLUTION 25-8328, DECLARING ITS INTENTION TO ESTABLISH THE DOWNEY ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) AND ESTABLISHING THE DOWNEY EIFD PUBLIC FINANCING AUTHORITY (PFA); AND,**

**2) APPOINTED TWO MEMBERS OF THE CITY COUNCIL TO THE PUBLIC FINANCING AUTHORITY BOARD, AND APPOINTED ONE MEMBER OF THE CITY COUNCIL AS AN ALTERNATE BOARD MEMBER**

Assistant City Manager Vaniah De Rojas introduced the item as a continuation of the November 18, 2025 City Council meeting presentation on the EIFD, including the adoption of a Resolution of Intention. She noted that Joseph Diego from Kosmont Companies would provide a presentation outlining the Resolution and the process for selecting members of the Public Financing Authority.

Mr. Diego presented a continuation of the City's discussion on the EIFD as a funding and financing tool for infrastructure such as streets, utilities, parks, and other public amenities. He explained that an EIFD captures a portion of future property tax growth within a defined boundary to fund infrastructure, without creating new taxes or affecting current revenues, and noted a potential present-value funding capacity of up to approximately $54 million. He emphasized that partnerships with other taxing entities, particularly L.A. County, can significantly increase funding capacity and that the County has been receptive to such partnerships. Mr. Diego provided a positive update that L.A. County Metro is offering technical advisory support, at no cost to the City, for cities with transit stations, which could further assist Downey in advancing the EIFD process. He stressed that the proposed action is non-binding and symbolic, initiating the formal process through a Resolution of Intention, with the County expected to consider a parallel action in early 2026. He outlined the fundamentals of EIFDs, clarifying that they do not impose new taxes and operate by setting aside a portion of future property tax growth within the district for infrastructure over a defined period, which can extend up to 45 years. He described the formation of a Public Financing Authority to oversee the EIFD, the development of an Infrastructure Financing Plan subject to multiple levels of review, and the opportunity for public protest before final adoption. Mr. Diego reviewed the proposed district boundary, noting its relatively small size and low current assessed value, which creates significant upside potential for investment and revenue growth. He discussed preliminary funding scenarios under varying development assumptions, highlighted the EIFD's role in improving competitiveness for State grants, and outlined the proposed governance structure assuming County participation. He concluded by describing the remaining steps in the public process, with a potential completion timeframe of mid-2026.

Mayor Sosa expressed encouragement regarding the City's progress in working with L.A. County, particularly with Supervisor Hahn's office and the County CEO's office, noting that much of the coordination involves the Rancho South Campus area within Council District 2.

Council Member Frometa stated that the report was timely and aligned with the Council's work on Downey's five-year vision for infrastructure improvements and economic development. She emphasized the many opportunities within the City and described the proposed EIFD as a logical step to ensure substantial long-term investment in development and infrastructure. He noted that Metro's commitment to cover approximately $65,000 in consultant costs further supports moving forward. Council Member Frometa highlighted the importance of the Rancho South Campus project to the community, particularly south Downey, and expressed her interest in serving as one of the Council representatives involved in the project.

Mayor Pro Tem Pemberton stated that she found the EIFD proposal informative and emphasized the importance of clearly communicating to residents that it does not create a new tax. She described the EIFD as a strategic way to leverage future revenues, rather than existing assets, to finance needed infrastructure improvements such as roadways and last-mile improvements near the Metro station. She noted that the tool has already been implemented and tested in L.A. County and elsewhere, demonstrating its effectiveness, and highlighted that it does not encumber current City resources. Mayor Pro Tem Pemberton recommended that Mayor Sosa and Council Member Frometa serve as the City's representatives on the Public Financing Authority, citing their experience working with state and county partners.

It was moved by Mayor Pro Tem Pemberton, seconded by Council Member Frometa, and carried 5-0, to adopt Resolution 25-8328, declaring its intention to establish the EIFD and establishing the Downey EIFD Public Financing Authority (PFA); and, appointing Mayor Sosa and Council Member Frometa to the Public Financing Authority Board, and Council Member Ortiz as an alternate Board Member.

**9. ECONOMIC DEVELOPMENT ACTION PLAN UPDATE:** Administration.

**RECEIVED AND FILED AN UPDATE REGARDING THE CITY'S ECONOMIC DEVELOPMENT ACTION PLAN**

Director of Economic Development Austin Ramirez provided the staff report for Item No. 9. He presented an update on the proposed Economic Development Action Plan for 2026–28, explaining that the plan was developed by stakeholder outreach, a citywide business survey, and a market demand study conducted as part of the General Plan update. He stated that the plan's overarching objective is to support existing businesses, leverage current opportunities, and position Downey for sustained investment and long-term economic vitality. He summarized results from the Business Assessment Survey, which received 135 responses from a diverse cross-section of businesses, most of which were small and long-established. Businesses identified proximity to customers, community reputation, and freeway access as the primary reasons for establishing in Downey, and more than 60% rated the City's business climate as good or excellent. Key challenges cited included the rising cost of doing business, State regulations, competition, workforce availability, public safety concerns related to homelessness, and permitting. While most businesses reported stability or anticipated growth, survey responses showed that citywide events and promotions are not consistently perceived as having a positive impact on businesses, indicating an opportunity to better align those efforts with business needs. Director Ramirez reviewed findings from the market demand study, noting that Downey can support approximately 800,000 additional square feet of retail space, which is expected to be absorbed in the near term. He discussed constraints on future retail growth, including stagnant population growth, limited purchasing power, retail leakage to nearby cities, high lease rates, and national shifts toward smaller retail footprints and e-

commerce. Despite these challenges, he emphasized that Downey's retail market remains strong, though increasingly difficult for small businesses to enter. He highlighted significant housing demand, with projections supporting at least 3,000 additional residential units, and described new housing as the City's most important long-term economic catalyst for supporting businesses, attracting investment, and generating sustainable revenues. He noted that projected demand for office, industrial, and hotel development is modest and largely constrained by land availability and regional market conditions, with planned hotel projects expected to meet most future demand. Director Ramirez explained that as Downey approaches full buildout, the City is at an economic crossroads that requires a shift from outward growth to strategic reinvestment, redevelopment, and maximization of existing assets. Director Ramirez outlined the core focus areas of the Action Plan, emphasizing redevelopment of major opportunity sites such as Rancho Los Amigos, the Back 20, and the historic Vultee Building, strengthening the Downey Downtown core as a balanced regional destination, refreshing the City's marketing and branding through a renewed Discover Downey initiative, and expanding efforts to retain, support, and proactively assist existing businesses. He discussed leveraging tourism and hospitality opportunities tied to upcoming global events, pursuing additional hotel development, and maintaining a streamlined, predictable, and business-friendly regulatory environment supported by targeted incentives and best practices. He concluded by noting that many of the proposed actions are already underway and that the Action Plan includes implementation timelines, performance metrics, and future policy considerations such as targeted fee waivers and incentive eligibility criteria. Director Ramirez stated that staff will monitor progress through regular evaluations and was available to answer questions from the Council.

Mayor Sosa commended Director Ramirez for the thorough and detailed economic development report, noting that it contained encouraging information and strong supporting data.

Council Member Frometa praised the economic development report as comprehensive, well thought out, and reflective of a successful and well-managed City. She emphasized the importance of sharing the report with the community and noted its alignment with the Council's work on the Downey Forward 2030 Strategic Plan. She highlighted the report's conclusion that new residential development will be the City's most significant economic catalyst in the coming years, particularly in light of changes in retail and consumer behavior driven by e-commerce. Council Member Frometa underscored the value of the analysis, data, and key performance indicators in guiding future decision-making, regardless of changes in Council composition. She expressed interest in further exploring ways the City can better support small and large businesses beyond fee reductions, including enhanced engagement and targeted assistance. She referenced survey findings showing that community events do not always positively impact downtown businesses and suggested the Council consider future discussions on potential adjustments, such as the location of night market events. She concluded by encouraging community engagement with the City's strategic planning efforts and commended staff for their strong work on the report.

Council Member Frometa asked for clarification on the anticipated timeline for the City's marketing rebranding effort, inquiring whether it would occur in the first or second quarter of the year, and was informed by staff that it is expected to return in the first quarter.

Council Member Ortiz asked for additional insight into the challenges faced by new and emerging businesses in Downey, noting that the survey results were largely reflective of long-established businesses and may not capture the current realities facing startups. He emphasized that the business environment today is significantly different from a decade ago and expressed interest in obtaining more targeted data to better understand the obstacles new businesses encounter, particularly related to startup costs, fees, regulations, marketing, and access to grants and loans, so the City can more effectively support business attraction and success. Director Ramirez responded that newer businesses are often underrepresented because they are focused on launching and operating their businesses. He explained that the City gains clearer insight into startup challenges through business workshops and direct

engagement with entrepreneurs. He noted that many new business owners have strong products but lack experience with business fundamentals, such as creating business plans, navigating permits, hiring employees, managing liabilities, securing financing, and selecting viable locations. He added that high lease rates and low vacancy levels in Downey, driven by market success and competition, present significant barriers for new businesses, though lease rates are beginning to stabilize. Director Ramirez stated that staff will continue offering workshops, site selection assistance, and ongoing outreach to better understand and address the needs of new and small businesses.

Mayor Pro Tem Pemberton asked about the length of time required to complete the business assessment survey. Director Ramirez responded that the survey was designed to take approximately five to seven minutes, noting that the goal was to keep it brief to capture participants' attention and ensure higher-quality responses.

Council Member Frometa noted that Downey is home to several top-performing businesses, including high-grossing auto dealerships and major retail and restaurant destinations, and emphasized the City's strong position as a business-friendly community. She advocated for a closer partnership with the Downey Chamber of Commerce to elevate both the City's and the Chamber's visibility and to support a refreshed marketing approach. She highlighted the importance of not only retail success but also housing and mixed-use development, and stated that, as one of the ten largest cities in Los Angeles County with a long-established Chamber, Downey is well positioned to leverage these strengths for continued growth.

Council Member Ortiz followed up by referencing the Dutch Bros example and noted that limited vacancies and high land and lease costs in Downey often make it difficult for desired retailers to move forward, as projects frequently become economically infeasible due to the City's built-out conditions and high market prices.

Council Member Ortiz questioned whether the concentration of national chain retailers in Downey, such as multiple Starbucks and fast-food locations, ultimately benefits or hinders the City's long-term economic goals, particularly given limited available space and the difficulty in attracting new retailers like Dutch Bros. He expressed concern about whether additional similar chains advance economic progress or restrict future opportunities, while clarifying that he did not wish to discourage investment in the City. Director Ramirez responded that the presence of multiple franchise locations reflects Downey's strong market and high visitor volumes, and that these businesses generate significant revenues that support City services and quality of life. He emphasized that the greater challenge lies with commercial property owners who may set unrealistic lease rates based on premier retail centers, resulting in vacancies. He explained that staff works closely with property owners to share market data and encourage realistic pricing to attract quality tenants that align with community goals and long-term economic sustainability.

Council Member Ortiz agreed with the discussion and emphasized the importance of balancing investment with long-term planning for the community. He noted that while he does not want to discourage business investment, limited space in the City creates challenges in meeting community expectations for new businesses. He thanked Director Ramirez for the information provided and expressed appreciation for the work staff has done.

Director Ramirez stated that the City has not given up on attracting Trader Joe's and continues to actively engage with property owners regarding every vacancy and even underutilized sites to assess potential opportunities. He explained that Trader Joe's has very specific site selection criteria, which staff understands and respects, and reiterated that both the City and Trader Joe's remain interested in locating in Downey. He acknowledged strong community interest and emphasized that staff continues to work diligently to identify feasible sites. City Manager Bradley added that it is important for the community to understand that business location decisions operate within a free market, and the City cannot select

which businesses locate in Downey. He explained that the City's role is to identify barriers, offer incentives where possible, and help facilitate conditions that make the City attractive to desired businesses.

It was moved by Council Member Frometa, seconded by Council Member Ortiz, and carried 5-0, receive and file an update regarding the City's Economic Development Action plan.

**10. REPORT OF CHARTER REVIEW AD HOC COMMITTEE**

**1) RECEIVE AND DISCUSS THE REPORT OF THE CHARTER REVIEW AD HOC COMMITTEE TO DETERMINE WHAT POTENTIAL CHARTER AMENDMENTS, IF ANY, WILL BE SUBMITTED TO DOWNEY VOTERS FOR THEIR CONSIDERATION AT EITHER THE JUNE 2, 2026, OR NOVEMBER 3, 2026, STATEWIDE ELECTION; AND,**

**2) IF ANY AMENDMENTS ARE SELECTED FOR VOTER CONSIDERATION, PROVIDE DIRECTION TO CITY STAFF TO PREPARE THE RESOLUTIONS NECESSARY TO PLACE THE AMENDMENTS ON THE RESPECTIVE BALLOT**

City Attorney Funk provided the staff report for Item No. 10. He presented the report of the Charter Review Ad Hoc Committee, which was formed by the City Council to conduct a comprehensive, top-down review of the City Charter for potential amendments and modernization. He explained that, unlike prior efforts that focused on individual or piecemeal amendments, this was the first holistic review of the Charter since its adoption. The Ad Hoc Committee consisted of Mayor Sosa and Council Member Frometa and met several times between June and September 2025, with support from City staff and outside counsel Jim Priest, an attorney with extensive expertise in municipal charters. City Attorney Funk explained that the Charter was first adopted in 1964 and that, as a Charter City, Downey has greater autonomy over municipal affairs as authorized by the California Constitution. Since adoption, voters have considered 14 Charter amendments, 11 of which were approved, with the most recent amendment occurring in 2014. Any Charter amendment may only be adopted, amended, or repealed by a majority vote of the electorate. He summarized that the Committee is recommending amendments to 35 sections of the Charter. Most of the proposed changes are technical or housekeeping in nature, intended to modernize the document and align it with changes in state law over time. More substantive amendments were specifically identified in the report and accompanying redline Charter. The sole item not presented as a final recommendation involves Council term limits, for which the Committee forwarded multiple options for Council consideration rather than a single recommendation. City Attorney Funk outlined the available term-limit options, explaining that the current Charter limits Council Members to a lifetime maximum of two four-year terms. Alternatives include maintaining the current structure, adopting a lifetime three-term limit, or allowing either two or three consecutive terms followed by a four-year waiting period. He noted that term limits operate retroactively, meaning prior service would count toward any revised limits. He provided historical context, noting that term limits were first adopted in 1993 and that a proposed expansion to three consecutive terms was rejected by voters in 2008. He emphasized that the Council's action this evening is limited to deciding whether any Charter amendments should be submitted to voters and, if so, whether they should appear on the June 2, 2026 or November 3, 2026 statewide election ballot. No Charter changes would take effect without voter approval. If term-limit amendments are advanced, staff recommends placing them on the ballot as a standalone measure, separate from the technical amendments, which could be consolidated into a second measure. City Attorney Funk explained the procedural deadlines associated with each election option and noted that any approved amendments would take effect upon filing with the California Secretary of State following certification of the election results. He concluded by identifying a minor typographical error in the redline Charter related to the public bidding threshold in Section 1211 and clarified that both references to the threshold should reflect the proposed increase from $15,000 to $75,000. He concluded by outlining the two requested actions for the Council: receiving and discussing the Committee's report and, if desired, directing staff to prepare the necessary resolutions to place selected amendments before the voters.

Mayor Sosa stated that, as a member of the Charter Review Ad Hoc Committee, he participated in several thorough meetings and noted that a comprehensive charter review was long overdue, with the last review conducted in 2014. He explained that most of the committee's work focused on cleaning up and clarifying language in the Charter. Mayor Sosa clarified that extending term limits was not a recommendation of the Ad Hoc Committee, as the committee did not reach consensus on that issue, and therefore it was brought forward for discussion by the full Council in a public forum.

Council Member Frometa stated that the Charter review was long overdue and emphasized the importance of clarifying outdated and unclear provisions, particularly those related to Council vacancies and contract execution. She referenced the City's first recall election, noting that ambiguous Charter language limited the City's ability to act and resulted in an expensive election. Council Member Frometa stressed the need for clear, streamlined, and forward-looking governance processes to ensure a well-run City, regardless of future Council composition. She expressed pride in the Ad Hoc Committee's work and thanked the City Attorney and Mayor Sosa for their collaboration on the proposed Charter amendments.

Council Member Ortiz stated his agreement with maintaining the current term limits, explaining that eight years is sufficient time for elected officials to make meaningful change while preserving accountability and motivation. Drawing from his experience attending meetings and events in other cities, he noted that jurisdictions with longer or unlimited terms often struggle with innovation and responsiveness, and he expressed concern that extended terms can weaken elected officials' connection to residents. He emphasized that the existing term limits help ensure accountability and effective service to the community.

Council Member Ortiz asked for clarification regarding Charter provisions related to Council vacancies and recalls, referencing challenges encountered during a prior recall election. Council Member Frometa responded that the current Charter does not allow for appointments following a recall, but that the proposed amendments clarify vacancy procedures. She directed attention to Section 503 of the Charter, which addresses vacancies, and noted that this issue had been reviewed in detail with the City Attorney.

Council Member Frometa clarified that she raised the issue of term limits not out of personal interest in serving an additional term, but to ensure the City has the option of retaining experienced leadership for complex, long-term projects. She acknowledged that eight years can be sufficient to effect change, but noted that major initiatives such as the Rancho South Campus have taken many years to advance and benefit from continuity, institutional knowledge, and financial and policy experience. She expressed concern that a lack of experienced leadership can negatively impact cities and emphasized that voters ultimately decide who serves. Council Member Frometa stated that her intent is to give voters the opportunity to consider term limit options, separate from other Charter amendments, stressing that the discussion is about governance stability and informed decision-making rather than individual tenure, and that voters retain full authority to approve or reject any proposed change.

Council Member Ortiz asked about the cost difference associated with including a term limits measure on the ballot. Mayor Pro Tem Pemberton responded that the cost difference is relatively minimal, noting that while June elections are more expensive overall, November elections offer cost savings, making November the more cost-effective option, which was the committee's preference. City Attorney Funk explained that the smaller cost differential is due to ballot length, as the proposed term limits amendment would be a short, standalone measure, while the remaining Charter amendments would comprise a significantly longer omnibus measure. He noted that ballot printing and page length are the primary cost drivers, with the term limits measure adding only a small number of pages compared to the full set of technical amendments.

Mayor Sosa stated that placing the item on a June ballot would be an unnecessary use of taxpayer funds and reiterated his position that the City should retain the current term limits without change

Council Member Ortiz reflected on the importance of leadership development and succession, noting that while recent years were shaped by extraordinary circumstances, his role as an elected official includes preparing others to step into leadership positions. He stated that he focuses on elevating and mentoring the individuals he appoints to commissions so they are well positioned to serve in higher roles when current officials term out. Council Member Ortiz emphasized that effective governance requires cultivating future leaders and maintaining a strong succession pipeline, rather than relying on extended tenure in office.

Council Member Frometa agreed with the importance of developing future leaders but noted that serving as an appointed commissioner is very different from running for elected office. She emphasized that not everyone with leadership qualities is willing or interested in pursuing elected service and that commitment to public office varies by individual.

Mayor Pro Tem Pemberton shared her perspective in support of term limits, explaining that cities without them often become stagnant due to a lack of accountability and renewal. She stated that the current eight-year limit allows elected officials sufficient time to initiate and advance meaningful change while ensuring turnover and fresh perspectives. She expressed support for the concept of a “cooling-off” period, noting that it allows new leadership to emerge while preserving the opportunity for experienced, engaged former officials to return after a break if they continue to have value to offer the community. She emphasized that municipal governance requires specialized knowledge that is gained through service and cannot be easily replaced, and that a pause-and-return model can balance continuity with innovation. Mayor Pro Tem Pemberton noted that the ultimate decision rests with the voters and suggested that presenting the option as part of the broader Charter amendments would allow the community to determine whether maintaining the current limits or allowing a break-and-return structure best serves the City.

Council Member Ortiz expressed concern that allowing officials to serve multiple terms with a pause in between could introduce divisive politics into the community. He cautioned that such a system could lead to internal competition and conflict among former and current officials, potentially bringing negative political dynamics that Downey has largely avoided. Council Member Ortiz emphasized his desire to keep local governance focused on collaboration and community progress, rather than contentious political rivalries seen in other cities.

Mayor Sosa acknowledged the perspectives shared by his colleagues but stated that he respectfully disagrees, reiterating his belief that the current term limits of two four-year terms are sufficient to accomplish meaningful work in the City of Downey.

Mayor Sosa stated his agreement that two terms are sufficient and noted that voters previously rejected a term limit structure involving consecutive terms with a break. He asked for clarification on whether the proposed Charter amendment addressing term limits was the only amendment related to that issue. City Attorney Funk confirmed that only one proposed amendment Section 500.1 applies to term limits and that it would be presented to voters as a standalone measure while the remaining proposed amendments are technical in nature and were finalized by the Ad Hoc Committee.

Mayor Sosa commended his colleagues for the thoughtful and transparent discussion, noting that the public deliberation was healthy and appropriate. He reiterated that the matter was intentionally brought forward for open Council discussion and stated that his position on the issue remains unchanged.

Council Member Trujillo made a motion to maintain the current term limits and remove the proposed Charter amendment related to term limits from consideration. Mayor Sosa asked for clarification regarding the specific amendment being referenced. City Attorney Funk clarified that the amendment identified as number two in the summary table refers to Section 500.1 concerning term limits, and that the motion would result in forwarding the remaining 34 proposed Charter amendments to voters for consideration, including the previously noted typographical correction in Section 1211.

Council Member Trujillo raised concerns regarding the proposed Charter amendment related to extending the allowable length of City contracts, specifically questioning the rationale for increasing the maximum term from 10 years to 20 years. He expressed caution about entering into overly long contracts with vendors and sought clarification on why such an extension would be necessary, noting that while perpetual contracts are undesirable, there may be limited circumstances where longer terms could be appropriate. City Attorney Funk responded that the proposal was driven by practical considerations rather than an intent to encourage excessively long contracts. He explained that certain operational contracts, such as those for core systems like electronic records management, require long-term continuity and are renewed year to year due to their critical and seamless nature. The committee determined that extending the maximum term to 20 years strikes a balance by providing staff with flexibility to maintain essential services while still establishing guardrails against inappropriate long-term commitments, without requiring frequent Council action for routine but necessary contracts.

Mayor Pro Tem Pemberton raised a question regarding clarity in the Charter language related to boards and commissions, specifically noting that the Public Works Committee is not a commission but a committee and that its members do not serve in a policymaking role like commissioners. She suggested that the Charter language be clarified to distinguish between standing boards, commissions, and committees to accurately reflect the City's structure and bylaws. City Attorney Funk responded that, if it is the Council's direction, the language can be revised to explicitly include committees in addition to boards and commissions.

City Attorney Funk summarized that the Council is seeking to amend the Charter to add committees alongside boards and commissions in the relevant provisions, and that this change would be reflected in Sections 900, 902, and 903 of the proposed amendments, as identified in the summary table.

Mayor Sosa asked whether removing the proposed Charter amendment related to term limits would result in keeping the current term limits unchanged. City Attorney Funk confirmed that removing the item would have that effect, meaning the existing lifetime two-term limit with four-year terms would remain in place.

Mayor Pro Tem Pemberton requested confirmation that the Charter amendments be placed on the November election ballot rather than the June election, citing cost considerations. Council Member Frometa confirmed that this timing was included as part of the motion.

City Attorney Funk clarified that the proposed Charter amendments address issues raised by the City's prior recall election process. He explained that the existing Charter language required a recall election followed by a separate election to fill the resulting vacancy, which is being eliminated. Under the proposed amendments, vacancies would instead be filled in accordance with state law, allowing the City Council within 60 days to either appoint a replacement or call a special election. He noted that this change is reflected in Section 503 of the Charter and emphasized that the committee's report accurately captures these revisions. City Attorney Funk invited members of the Ad Hoc Committee to offer any additional remarks as the report represents the culmination of several hours of work.

It was moved by Mayor Sosa, seconded by Council Member Frometa, and carried 5-0, to submit all proposed Charter amendments to voters at the November 2026 election, excluding the amendment

related to term limits. The motion also includes revisions to Charter Sections 900, 902, and 903 to add committees, as well as a typographical correction in Section 1211 increasing the contract threshold from $15,000 to $75,000.

**11. APPOINT THE MAYOR PRO TEM AND MAYOR FOR 2026**

**APPOINT THE MAYOR PRO TEM FOR 2026; AND,**

**APPOINT THE MAYOR FOR 2026**

It was moved by Mayor Sosa, seconded by Council Member Frometa, and carried 5-0, to appoint Council Member Horacio Ortiz as Mayor Pro Tem for 2026.

Mayor Pro Tem Pemberton opened the discussion by emphasizing the importance of experience on the dais and stated her belief that the City would benefit from having its most experienced Council Member serve as Mayor in the coming year. She noted that Council Member Frometa's prior mayoral term occurred during the COVID-19 pandemic, a period marked by unprecedented challenges, remote meetings, leadership transitions, staff vacancies, and public unrest, and described that term as uniquely difficult. Mayor Pro Tem Pemberton expressed that Council Member Frometa's leadership during that time helped stabilize the City, guide the organization through uncertainty, and support the rebuilding of the City's executive team. She stated that she and Council Member Ortiz could continue learning from Council Member Frometa's leadership and expressed her desire to observe her approach to leading the Council under more stable conditions. Concluding her remarks, Mayor Pro Tem Pemberton nominated Council Member Frometa to serve as Mayor for the upcoming year, noting that this would be Council Member Frometa's final term and expressing appreciation for her contributions and service to the City.

Council Member Trujillo commended Mayor Pro Tem Pemberton for her strong work ethic and thorough approach, describing her as one of the hardest working colleagues he has served with. While acknowledging Council Member Frometa's experience, he emphasized the City's tradition of mayoral rotation and suggested that Mayor Pro Tem Pemberton should not underestimate her own qualifications as the Council considers the upcoming vote.

Mayor Pro Tem Pemberton thanked Council Member Trujillo for his comments and stated that she related to a past example in which a former mayor chose to step aside during his turn. She explained that, for similar reasons, she feels comfortable stepping back and allowing someone else to serve in the role.

Mayor Sosa acknowledged Mayor Pro Tem Pemberton's position and commended her willingness to step aside, describing her decision as admirable and reflecting respect for her judgment and leadership.

It was moved by Mayor Pro Tem Pemberton, seconded by Mayor Sosa, and carried 4-1, with Council Member Trujillo voting no, to appoint Council Member Claudia M. Frometa as Mayor for 2026.

**ADJOURNMENT**

Mayor Sosa adjourned the Regular City Council Meeting – Open Session at 10:24 p.m. in memory of Rosemead Council Member William Alarcon, who served more than two decades on the City Council; Mary Louise Bergstrom Robison, retired DUSD teacher with 50 years of service; and, Police Officer Alec Sanders, 28, of the Alhambra Police Department, who was killed in a vehicle crash while on duty during the pursuit of a stolen vehicle.

MARIA ALICIA DUARTE, CMC
City Clerk

CLAUDIA M. FROMETA
Mayor

**Bank : bow BANK OF THE WEST**

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 2780 | 1/2/2026 | 104564 | US BANK TRUST NATIONAL ASSN | 26100311 | 12/5/2025 | WIRE TRANSFER | 88,174.00 | 88,174.00 |
| | Voucher: | | | | | | | |
| 2781 | 1/5/2026 | 116599 | U.S. BANK, PURCHASING CARD I | 0088/DECEMBER | 1/8/2026 | WIRE TRANSFER | 120,956.29 | 120,956.29 |
| | Voucher: | | | | | | | |
| | | | | | | **Sub total for BANK OF THE WEST:** | | 209,130.29 |

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| | Voucher: | | | | | | | |
| 15438 | 1/9/2026 | 131928 | BTI COMMUNICATIONS GROUP, L | 82095 | 12/26/2025 | EFT - MONTHLY MONITORING SI | 274.99 | 274.99 |
| | Voucher: | | | | | | | |
| 15439 | 1/9/2026 | 136943 | CA DEPT OF HEALTH CARE SVCS | PP-GEMT CY 202 | 12/29/2025 | EFT - NPI 1437209541 CITY OF D | 286,263.82 | 286,263.82 |
| | Voucher: | | | | | | | |
| 15440 | 1/9/2026 | 100793 | CENTRAL BASIN MUN WATER DI | DWNY-NOC25 | 12/16/2025 | EFT - RECYCLED WATER OCT 2 | 53,375.21 | 53,375.21 |
| | Voucher: | | | | | | | |
| 15441 | 1/9/2026 | 121643 | CIR, INC | BSCL2025123101 | 12/31/2025 | EFT - BUILDING & SAFETY DIVIS | 30,191.25 | 30,191.25 |
| | Voucher: | | | | | | | |
| 15442 | 1/9/2026 | 101356 | DOWNEY CITY EMPL ASSOC (MA | Ben1764333 | 1/9/2026 | EFT - IBEW DUES: PAYMENT | 1,346.78 | 1,346.78 |
| | Voucher: | | | | | | | |
| 15443 | 1/9/2026 | 101355 | DOWNEY CITY EMPLOYEES ASS | Ben1764331 | 1/9/2026 | EFT - DCEA MISC DUES: PAYMEI | 697.50 | 697.50 |
| | Voucher: | | | | | | | |
| 15444 | 1/9/2026 | 106150 | DOWNEY FIRE MANAGEMENT AS | Ben1764335 | 1/9/2026 | EFT - FIRE MGMT DUES: PAYMEI | 750.00 | 750.00 |
| | Voucher: | | | | | | | |
| 15445 | 1/9/2026 | 101365 | DOWNEY FIREMEN'S ASSN-IAFF | Ben1764317 | 1/9/2026 | EFT - FIRE DUES: PAYMENT | 5,912.39 | 5,912.39 |
| | Voucher: | | | | | | | |
| 15446 | 1/9/2026 | 101372 | DOWNEY POLICE MANAGEMENT | Ben1764327 | 1/9/2026 | EFT - POLICE MGMT DUES: PAYI | 900.00 | 900.00 |
| | Voucher: | | | | | | | |
| 15447 | 1/9/2026 | 101373 | DOWNEY POLICE OFFICERS ASS | Ben1764319 | 1/9/2026 | EFT - DPOA DUES (POLICE ASS | 5,350.00 | 5,350.00 |
| | Voucher: | | | | | | | |
| 15448 | 1/9/2026 | 101374 | DOWNEY POLICE-FIRE MEMORI/ | Ben1764315 | 1/9/2026 | EFT - FIRE/POLICE TRUST: PAYM | 814.00 | 814.00 |
| | Voucher: | | | | | | | |
| 15449 | 1/9/2026 | 101375 | DOWNEY PUB SAFETY EMP ASSI | Ben1764339 | 1/9/2026 | EFT - SAFETY DUES: PAYMENT | 1,080.00 | 1,080.00 |
| | Voucher: | | | | | | | |
| 15450 | 1/9/2026 | 120626 | GK & ASSOCIATES | 25-092 | 11/30/2025 | EFT - CIP NO. 25-01 - MISCELLAI | 2,608.00 | |
| | Voucher: | | | 25-084 | 10/31/2025 | EFT - CIP NO. 25-01 - MISCELLAI | 7,498.00 | 10,106.00 |
| 15451 | 1/9/2026 | 124953 | ICMA, 108479 & 108481 | Ben1764347 | 1/9/2026 | EFT - LOAN PAYMENTS: PAYMEI | 1,732.38 | 1,732.38 |
| | Voucher: | | | | | | | |
| 15452 | 1/9/2026 | 124952 | ICMA, PLAN 300820 | Ben1764353 | 1/9/2026 | EFT - DEF COMP (SEAACA DEF ( | 3,610.85 | 3,610.85 |
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| 15453 | 1/9/2026 | 102410 | KAISER FOUNDATION HEALTH PI | Ben1764345 | 1/9/2026 | EFT - CITY KAISER MAINT & AO: | 17,097.26 | 17,097.26 |
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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 15455 | 1/9/2026 | 133679 | KANOPY, INC. | 485498-PPU | 12/31/2025 | EFT - VIDEO STREAMING SERVI | 483.00 | 483.00 |
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| 15456 | 1/9/2026 | 120706 | LANCE, SOLL & LUNGHARD, LLP | 71299 | 10/31/2025 | EFT - GASB PROFESSIONAL SEF | 5,525.00 | |
| | Voucher: | | | 71899 | 11/30/2025 | EFT - BUDGET FORECASTING M | 20,000.00 | 25,525.00 |
| 15457 | 1/9/2026 | 119022 | METLIFE SMALL BUSINESS CTR | Ben1764311 | 1/9/2026 | EFT - METLIFE DENTAL: PAYMEN | 3,351.51 | 3,351.51 |
| | Voucher: | | | | | | | |
| 15458 | 1/9/2026 | 126044 | PARS - COUNCIL RETIREMENT, U | Ben1764343 | 1/9/2026 | EFT - COUNCIL PARS RETIREME | 418.76 | 418.76 |
| | Voucher: | | | | | | | |
| 15459 | 1/9/2026 | 116715 | PARS - DOWNEY, U.S. BANK NA. I | Ben1764329 | 1/9/2026 | EFT - DOWNEY P/T PARS RETIRI | 7,488.26 | 7,488.26 |
| | Voucher: | | | | | | | |
| 15460 | 1/9/2026 | 126043 | PARS - SEAACA, U.S. BANK N.A. I | Ben1764351 | 1/9/2026 | EFT - SEAACA P/T PARS RETIRE | 1,284.81 | 1,284.81 |
| | Voucher: | | | | | | | |
| 15462 | 1/9/2026 | 133031 | RBL PLUMBING | 1345 | 12/10/2025 | EFT - RIO HONDO CTRY CLUB | 717.00 | |
| | Voucher: | | | 1325 | 11/4/2025 | EFT - PUBLIC LIBRARY | 157.75 | |
| | | | | 1328 | 11/19/2025 | EFT - RIO HONDO CTRY CLUB | 717.00 | |
| | | | | 1330 | 11/20/2025 | EFT - INDEPENDENCE PARK | 725.50 | |
| | | | | 1331 | 11/6/2025 | EFT - FIRESTATION #1 | 234.25 | |
| | | | | 1333 | 11/12/2025 | EFT - CITY HALL | 140.00 | |
| | | | | 1338 | 11/19/2025 | EFT - DOWNEY WATER MAINTEN | 140.00 | |
| | | | | 1340 | 11/26/2025 | EFT - RIO HONDO CTRY CLUB | 717.00 | |
| | | | | 1347 | 12/17/2025 | EFT - RIO HONDO CTRY CLUB | 717.00 | |
| | | | | 1350 | 12/24/2025 | EFT - RIO HONDO CTRY CLUB | 717.00 | |
| | | | | 1351 | 12/25/2025 | EFT - WILDERNESS PARK | 725.50 | |
| | | | | 1354 | 11/13/2025 | EFT - FIRESTATION #3 | 573.35 | |
| | | | | 1357 | 11/29/2025 | EFT - GOLDEN PARK | 527.25 | |
| | | | | 1359 | 12/8/2025 | EFT - DOWNEY THEATRE | 371.50 | |
| | | | | 1324 | 11/4/2025 | EFT - POLICE DEPT | 288.10 | |
| | | | | 1321 | 10/23/2025 | EFT - DOWNEY THEATRE | 2,743.20 | 10,211.40 |
| 15463 | 1/9/2026 | 116350 | S&S LABARGE GOLF INC | 1/2/26 | 1/2/2026 | EFT - GREEN FEES, CART RENT | 55,783.96 | 55,783.96 |
| | Voucher: | | | | | | | |
| 15464 | 1/9/2026 | 123451 | SOUTHERN COUNTIES FUELS | IN-0000258362 | 12/10/2025 | EFT - FUEL | 1,310.93 | 1,310.93 |
| | Voucher: | | | | | | | |

**Bank : ebow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 15465 | 1/9/2026 | 137532 | STAR-DUST TOURS INC., DBA TH | 12-4-25-A | 12/15/2025 | EFT - CHARTER BUS SERVICES | 1,150.00 | |
| | Voucher: | | | 11-26-25-AB | 12/15/2025 | EFT - CHARTER BUS SERVICES | 2,300.00 | 3,450.00 |
| 15466 | 1/9/2026 | 119730 | STAY ARTS; DBA STAY GALLERY | 1299 | 12/29/2025 | EFT - ART MURAL INSTALLATION | 47,720.00 | 47,720.00 |
| | Voucher: | | | | | | | |
| 15467 | 1/9/2026 | 100101 | VOYA - DEFERRED COMP, NO.66 | Ben1764323 | 1/9/2026 | EFT - ROTH VOYA DEF COMP PC | 85,922.99 | 85,922.99 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 698,367.27

**Bank : bow BANK OF THE WEST**

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395676 | 1/9/2026 | 138933 | ACADEMY WORLDWIDE, LLC | 1025 | 12/15/2025 | NOVEMBER JIU JITSU CLASSES | 1,600.00 | 1,600.00 |
| | Voucher: | | | | | | | |
| 395677 | 1/9/2026 | 106753 | AFLAC | Ben1764321 | 1/9/2026 | AFLAC ACCIDENT INS PRE TAX: | 5,492.99 | 5,492.99 |
| | Voucher: | | | | | | | |
| 395678 | 1/9/2026 | 133653 | AGA ENGINEERS, INC. | 25404-IN | 11/30/2025 | CIP NO.22-10 - PEDESTRIAN CR( | 1,485.98 | 1,485.98 |
| | Voucher: | | | | | | | |
| 395679 | 1/9/2026 | 107157 | AIR SOURCE INDUSTRIES | 970955 | 12/17/2025 | CYLINDER RENTAL | 151.35 | 151.35 |
| | Voucher: | | | | | | | |
| 395680 | 1/9/2026 | 116013 | ALLSTAR FIRE EQUIPMENT, INC. | 269277 | 12/16/2025 | HELMET SHIELDS | 261.10 | |
| | Voucher: | | | 269278 | 12/16/2025 | BATTERY | 369.48 | |
| | | | | 269376 | 12/23/2025 | BOOTS - ZIPPERIAN | 404.50 | 1,035.08 |
| 395681 | 1/9/2026 | 119262 | ALPHA QUALITY CONCRETE, INC | 235 | 12/15/2025 | ROOT DAMAGE - 13005 BROCK | 3,850.00 | |
| | Voucher: | | | 236 | 12/16/2025 | ROOT DAMAGE - 12233 CHAVER | 4,000.00 | |
| | | | | 200 | 12/19/2025 | ROOT DAMAGE - WESTERN AVE | 3,500.00 | 11,350.00 |
| 395682 | 1/9/2026 | 137195 | ALTA LANGUAGE SERVICES INC. | IS823767 | 12/31/2025 | LISTENING & SPEAKING TEST | 141.00 | |
| | Voucher: | | | IS813977 | 10/31/2025 | LISTENING & SPEAKING TEST | 285.00 | 426.00 |
| 395683 | 1/9/2026 | 123395 | AMERICAN FIDELITY ASSURANC | Ben1764325 | 1/9/2026 | ACCIDENT INSURANCE POST TA | 2,171.20 | 2,171.20 |
| | Voucher: | | | | | | | |
| 395685 | 1/9/2026 | 111993 | APPLE ONE EMPLOYMENT SERV | 1-7172273 | 10/1/2025 | TEMPORARY PERSONNEL | 1,356.15 | |
| | Voucher: | | | 1-7188287 | 11/1/2025 | TEMPORARY PERSONNEL | 1,958.00 | |
| | | | | 1-7188288 | 11/1/2025 | TEMPORARY PERSONNEL | 266.40 | |
| | | | | 1-7188286 | 11/1/2025 | TEMPORARY PERSONNEL | 1,680.07 | |
| | | | | 1-7176821 | 10/8/2025 | TEMPORARY PERSONNEL | 1,602.00 | |
| | | | | 1-7176822 | 10/8/2025 | TEMPORARY PERSONNEL | 266.40 | |
| | | | | 1-7176820 | 10/8/2025 | TEMPORARY PERSONNEL | 1,740.53 | |
| | | | | 1-7219674 | 12/24/2025 | TEMPORARY PERSONNEL | 1,958.00 | |
| | | | | 1-7219675 | 12/24/2025 | TEMPORARY PERSONNEL | 266.40 | |
| | | | | 1-7219673 | 12/24/2025 | TEMPORARY PERSONNEL | 1,295.68 | |
| | | | | 1-7223133 | 12/31/2025 | TEMPORARY PERSONNEL | 647.84 | |
| | | | | 1-7223134 | 12/31/2025 | TEMPORARY PERSONNEL | 801.00 | |
| | | | | 1-7223135 | 12/31/2025 | TEMPORARY PERSONNEL | 532.80 | |
| | | | | 1-7172274 | 10/1/2025 | TEMPORARY PERSONNEL | 1,958.00 | |
| | | | | 1-7172275 | 10/1/2025 | TEMPORARY PERSONNEL | 266.40 | 16,595.67 |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395686 | 1/9/2026 | 125759 | AQUASANI WATER | HHH020008001 | 12/11/2025 | WATER SERVICE - PLANNING | 57.93 | |
| | Voucher: | | | HHH020007912 | 11/26/2025 | WATER SERVICE - PLANNING | 55.93 | |
| | | | | HHH020008147 | 1/5/2026 | WATER SERVICE - PLANNING | 100.90 | 214.76 |
| 395687 | 1/9/2026 | 133964 | ARAMSCO, INC. | S7447531.001 | 12/15/2025 | SUPPLIES | 787.87 | |
| | Voucher: | | | S7424444.002 | 12/12/2025 | SUPPLIES | 552.67 | |
| | | | | S7448637.001 | 12/11/2025 | SUPPLIES | 1,424.15 | |
| | | | | S7424444.001 | 12/11/2025 | SUPPLIES | 481.52 | |
| | | | | S7448631.001 | 12/11/2025 | SUPPLIES | 2,909.62 | 6,155.83 |
| 395688 | 1/9/2026 | 114463 | AT&T | 339 343-1001/DEC | 12/7/2025 | 339 343-1001 303 3 - 12/07/25 - 01 | 88.52 | |
| | Voucher: | | | 331 254-7119/DEC | 12/7/2025 | 331 254-7119 814 9 - 12/07/05 - 01 | 56.80 | |
| | | | | 331 254-7118/DEC | 12/7/2025 | 331 254-7118 799 3 - 12/07/25 - 01 | 56.80 | |
| | | | | 339 343-1002/DEC | 12/7/2025 | 339 343-1002 830 4 - 12/07/25 - 01 | 88.52 | 290.64 |
| 395689 | 1/9/2026 | 136032 | ATHENS SERVICES | 20890350 | 1/1/2026 | DW0000696 - JANUARY TRASH S | 2,721.82 | 2,721.82 |
| | Voucher: | | | | | | | |
| 395690 | 1/9/2026 | 116999 | ATKINSON, ANDELSON, LOYA, RU | 771506 | 11/30/2025 | CLIENT 005869 GENERAL LABOF | 1,830.00 | 1,830.00 |
| | Voucher: | | | | | | | |
| 395691 | 1/9/2026 | 139821 | AUTO ACCESSORIES, EMERGEN | 25830 | 9/25/2025 | PARTS | 3,808.41 | |
| | Voucher: | | | 26006 | 1/6/2026 | PARTS | 4,566.43 | 8,374.84 |
| 395692 | 1/9/2026 | 135511 | BARTON INTEGRATION LLC | 14519 | 1/1/2026 | ACCESS CONTROL RMR MONTH | 140.00 | 140.00 |
| | Voucher: | | | | | | | |
| 395693 | 1/9/2026 | 139083 | BAUER ENTERTAINMENT MARKE | 24-1070B-USA-25 | 12/19/2025 | MARKETING SERVICES | 600.00 | 600.00 |
| | Voucher: | | | | | | | |
| 395694 | 1/9/2026 | 129822 | BEALS-RADAC, SHANNON | 12/23/25 | 12/23/2025 | CONTRACTED VET SERVICES | 1,000.00 | 1,000.00 |
| | Voucher: | | | | | | | |
| 395695 | 1/9/2026 | 140512 | BERMUDEZ, MARIA | 25-12127 | 11/20/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395696 | 1/9/2026 | 140554 | BETTER EARTH ELECTRIC INC. | BLD-25-02344 | 12/26/2025 | REFUND PERMIT #BLD-25-02344 | 335.45 | 335.45 |
| | Voucher: | | | | | | | |
| 395697 | 1/9/2026 | 140503 | BLESSING, ABIGAEL | 26-05383 | 12/19/2025 | REFUND SPAY/NEUTER DEPOSI | 50.00 | |
| | Voucher: | | | 26-04951 | 12/18/2025 | REFUND SPAY/NEUTER DEPOSI | 50.00 | 100.00 |
| 395698 | 1/9/2026 | 100317 | BLUE TRITON BRANDS, INC. | 35L4221320007 | 12/24/2025 | WATER SERVICE - SEAACA | 35.19 | |
| | Voucher: | | | 15L4221320007 - : | 12/16/2025 | WATER SERVICE - SEAACA | 29.19 | 64.38 |
| 395699 | 1/9/2026 | 126130 | BLUE VIOLET NETWORKS, LLC | M78824 | 10/22/2025 | ANNUAL MITEL PHONE SYSTEM | 19,965.00 | 19,965.00 |
| | Voucher: | | | | | | | |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395700 | 1/9/2026 | 132000 | BOEHRINGER INGELHEIM ANIMA | 6106444209 | 12/16/2025 | VET MEDICAL SUPPLIES | 182.20 | 182.20 |
| | Voucher: | | | | | | | |
| 395701 | 1/9/2026 | 100701 | CALMAT/INDUSTRIAL ASPHALT | 4915943 | 10/29/2025 | PG64-10 | 518.92 | |
| | Voucher: | | | 5313266 | 12/19/2025 | PG64-10 | 654.55 | |
| | | | | 5313868 | 12/19/2025 | PG64-10 | 391.15 | |
| | | | | 5298371 | 12/17/2025 | PG64-10 | 537.18 | 2,101.80 |
| 395702 | 1/9/2026 | 140546 | CAMPBELL, KAYLEE NICOLE | 26-02077 | 12/4/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395703 | 1/9/2026 | 140496 | CARRANZA, IRAN | 12/23/25 | 12/23/2025 | RETURNED ADOPTION | 225.00 | 225.00 |
| | Voucher: | | | | | | | |
| 395704 | 1/9/2026 | 140502 | CASTILO, ANDREA | 26-05485 | 12/19/2025 | REFUND SPAY/NEUTER DEPOSI | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395705 | 1/9/2026 | 140506 | CDM BUILDS INC. | 002-00763083 | 12/23/2025 | REFUND DEPOSIT - C&D BLD-24 | 5,010.90 | 5,010.90 |
| | Voucher: | | | | | | | |
| 395706 | 1/9/2026 | 131462 | CEBALLOS, DVM, ROBIN | 1/3/26 | 1/5/2026 | CONTRACTED VET SERVICES | 1,000.00 | |
| | Voucher: | | | 12/27/25 | 12/29/2025 | CONTRACTED VET SERVICES | 1,000.00 | 2,000.00 |
| 395707 | 1/9/2026 | 140560 | CHIC, ANGIE | 2014185.002 | 1/6/2026 | PROGRAM REFUND RECEIPT # 2 | 65.00 | 65.00 |
| | Voucher: | | | | | | | |
| 395708 | 1/9/2026 | 126128 | CINTAS CORPORATION NO.3 | 4253926653 | 12/22/2025 | SCRAPER, TOWERL, MAT, UNIFC | 55.97 | |
| | Voucher: | | | 425298205 | 12/8/2025 | SCRAPER, MAT, TOWEL, UNIFOF | 55.97 | |
| | | | | 4252934290 | 12/12/2025 | TOWEL | 35.00 | |
| | | | | 4253097907 | 12/15/2025 | SCRAPER, MAT, TOWEL, UNIFOI | 227.06 | |
| | | | | 4253098165 | 12/15/2025 | SCRAPER, MAT, TOWEL, UNIFOF | 55.97 | |
| | | | | 4253098486 | 12/15/2025 | SCRAPER, MAT, TOWEL, UNIFOF | 429.52 | |
| | | | | 4253108692 | 12/15/2025 | TOWEL | 35.00 | |
| | | | | 4253425835 | 12/17/2025 | SCRAPER, MAT, TOWEL, AIR SVC | 63.83 | |
| | | | | 4254429242 | 12/26/2025 | TOWELS | 35.00 | |
| | | | | 4253756699 | 12/19/2025 | TOWELS | 35.00 | |
| | | | | 425393776 | 12/22/2025 | TOWELS | 35.00 | |
| | | | | 4254611263 | 12/29/2025 | TOWELS | 35.00 | 1,098.32 |
| 395709 | 1/9/2026 | 128276 | CINTAS FIRST AID & SAFETY | 4254429387 | 12/26/2025 | TOWELS | 35.00 | |
| | Voucher: | | | 4254429303 | 12/26/2025 | TOWELS | 95.13 | |
| | | | | 4253756925 | 12/19/2025 | TOWELS | 95.13 | |
| | | | | 4253757208 | 12/19/2025 | TOWELS | 34.93 | 260.19 |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395710 | 1/9/2026 | 100909 | CITY OF COMPTON | FP26-01062026 | 1/6/2026 | REIMB CALOES AGREEMENT 23 | 2,410.00 | 2,410.00 |
| | Voucher: | | | | | | | |
| 395711 | 1/9/2026 | 139940 | CITY OF TORRANCE | D12052025 | 1/6/2026 | REIMB. REGIONAL TASK FORCE | 1,530.00 | 1,530.00 |
| | Voucher: | | | | | | | |
| 395712 | 1/9/2026 | 133787 | CM WASH EQUIPMENT | 33395 | 12/22/2025 | TRAILER MOUNTED PRESSURE | 17,759.23 | 17,759.23 |
| | Voucher: | | | | | | | |
| 395713 | 1/9/2026 | 121935 | COMMLINE INC. | 520900-IN | 12/30/2025 | TWO-WAY COMMUNICATIONS H/ | 1,251.60 | 1,251.60 |
| | Voucher: | | | | | | | |
| 395714 | 1/9/2026 | 140535 | CORTEZ, JONATHAN | 26-03920 | 12/11/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395715 | 1/9/2026 | 113787 | COVETRUS NORTH AMERICA | EP76391 | 12/29/2025 | MEDICAL SUPPLIES | 1,538.16 | |
| | Voucher: | | | EP76392 | 12/29/2025 | MEDICAL SUPPLIES | 3,093.45 | |
| | | | | EP21346 | 12/19/2025 | MEDICAL SUPPLIES | 3,180.40 | |
| | | | | EP21089 | 12/19/2025 | MEDICAL SUPPLIES | 3,617.22 | 11,429.23 |
| 395716 | 1/9/2026 | 113787 | COVETRUS NORTH AMERICA | INV_75000242608 | 12/19/2025 | MEDICAL SUPPLIES | 86.19 | |
| | Voucher: | | | INV_75000242608 | 12/22/2025 | MEDICAL SUPPLIES | 78.76 | 164.95 |
| 395717 | 1/9/2026 | 134080 | CRUZ, JOCELYN | 1/12-1/16/26 | 1/5/2026 | MEAL,TRAVEL - SHOOTING INCII | 290.00 | 290.00 |
| | Voucher: | | | | | | | |
| 395718 | 1/9/2026 | 140505 | CUELLAR, LUIS | 002-00770945 | 12/23/2025 | REFUND DEPOSIT - C&D BLD-25 | 2,000.00 | 2,000.00 |
| | Voucher: | | | | | | | |
| 395719 | 1/9/2026 | 140544 | DASE, KATELYNN | 26-02120 | 11/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395720 | 1/9/2026 | 134964 | DBA: ALLIED UNIVERSAL | 17976667 | 1/4/2026 | JAIL OPERTIONS: FY 25/26 | 29,055.18 | |
| | Voucher: | | | 17859065 | 12/7/2025 | JAIL OPERTIONS: FY 25/26 | 28,235.18 | |
| | | | | 17907954 | 12/19/2025 | JAIL OPERTIONS: FY 25/26 | 463.58 | 57,753.94 |
| 395721 | 1/9/2026 | 101238 | DEMCO INC | 7742681 | 12/18/2025 | LIBRARY SUPPLIES | 227.69 | |
| | Voucher: | | | 7744133 | 12/23/2025 | LIBRARY SUPPLIES | 112.91 | 340.60 |
| 395722 | 1/9/2026 | 118472 | DIRECTV | 044396087X25121 | 12/16/2025 | 44396087 - 12/15/25 - 01/14/26 | 126.24 | 126.24 |
| | Voucher: | | | | | | | |
| 395723 | 1/9/2026 | 101362 | DOWNEY EMBASSY SUITES HOT | 41909 | 11/25/2025 | DDLM - VENUETECH STAFF LOD | 5,252.52 | 5,252.52 |
| | Voucher: | | | | | | | |
| 395724 | 1/9/2026 | 125411 | DOWNEY LAND LIMITED | 17249 | 1/1/2026 | LEASE AGREEMENT | 4,000.00 | 4,000.00 |
| | Voucher: | | | | | | | |
| 395725 | 1/9/2026 | 124528 | DOWNEY POOL SUPPLY | 253331200 | 12/25/2025 | NOVEMBER, DECEMBER SERVI( | 417.75 | 417.75 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395726 | 1/9/2026 | 140551 | ESCOBAR, RENE HUMBERTO | P1038275 | 1/6/2026 | PCR - PARKING CITATION REFUI | 47.00 | 47.00 |
| | Voucher: | | | | | | | |
| 395727 | 1/9/2026 | 140156 | FAITHFUL DOOR SOLUTIONS, & I | 1649 | 12/31/2025 | FIRE STATION 1 - NEW SPRINGS | 1,286.22 | 1,286.22 |
| | Voucher: | | | | | | | |
| 395728 | 1/9/2026 | 118471 | FARONICS TECHNOLOGIES USA | INUS0234551 | 12/23/2025 | DEEP FREEZE ENT NA MAINTEN | 567.00 | 567.00 |
| | Voucher: | | | | | | | |
| 395729 | 1/9/2026 | 107496 | FERGUSON ENTERPRISES LLC | 460958 | 12/10/2025 | SUPPLIES | 1,092.01 | 1,092.01 |
| | Voucher: | | | | | | | |
| 395730 | 1/9/2026 | 107496 | FERGUSON ENTERPRISES LLC | 5974795 | 12/10/2025 | SUPPLIES | 41.71 | 41.71 |
| | Voucher: | | | | | | | |
| 395731 | 1/9/2026 | 121573 | FIREARMS TRAINING ACADEMY | 1551 | 12/27/2025 | TEAR GAS TRAINING FOR OFFIC | 147.64 | 147.64 |
| | Voucher: | | | | | | | |
| 395732 | 1/9/2026 | 137629 | FIRST ARRIVING IO, INC. | 654 | 12/8/2025 | DIGITAL DASHBOARD FOR MOTC | 4,320.78 | 4,320.78 |
| | Voucher: | | | | | | | |
| 395733 | 1/9/2026 | 124664 | FM THOMAS AIR CONDITIONING | 48860 | 11/30/2025 | CHECK/REPAIR BOILER - RIO HC | 1,841.84 | |
| | Voucher: | | | 48919 | 12/12/2025 | DEC 2025 PM BILLING - SEAACA | 2,828.00 | 4,669.84 |
| 395734 | 1/9/2026 | 140540 | FOREMAN, DESTINY | 26-02416 | 11/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395735 | 1/9/2026 | 113036 | FORENSIC NURSE SPECIALISTS | 6489 | 1/1/2026 | SEXUAL ASSAULT EXAM MILIAN, | 1,400.00 | 1,400.00 |
| | Voucher: | | | | | | | |
| 395736 | 1/9/2026 | 140501 | FORENSIC SCIENCE, CONSULTA | 1/12-16/26 | 1/5/2026 | TUITION FORENSIC SCIENCE CC | 1,690.00 | 1,690.00 |
| | Voucher: | | | | | | | |
| 395737 | 1/9/2026 | 101693 | FRANCHISE TAX BOARD | Ben1764341 | 1/9/2026 | FRANCHISE TAX BOARD: PAYME | 1,181.61 | 1,181.61 |
| | Voucher: | | | | | | | |
| 395738 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-3139/DEC | 12/16/2025 | 562-904-3139-032105-5 - 12/16/25 | 638.54 | 638.54 |
| | Voucher: | | | | | | | |
| 395739 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-7225/DEC | 12/7/2025 | 562-904-7225-121391-5 - 12/07/25 | 331.58 | 331.58 |
| | Voucher: | | | | | | | |
| 395740 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-803-4982/DEC | 12/4/2025 | 562-803-4982-102902-5 - 12/04/25 | 273.45 | 273.45 |
| | Voucher: | | | | | | | |
| 395741 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-7165/DEC | 12/13/2025 | 562-904-7165-102215-5 - 12/13/25 | 224.93 | 224.93 |
| | Voucher: | | | | | | | |
| 395742 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-4663/DEC | 12/7/2025 | 562-904-4663-071404-5 - 12/07/25 | 197.63 | 197.63 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395743 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-7226/NO' | 10/16/2025 | 562-904-7226-102715-5 - 10/16 - 1 | 183.84 | 183.84 |
| | Voucher: | | | | | | | |
| 395744 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-862-8493/DE( | 12/22/2025 | 562-862-8493-061307-5 - 12/22/25 | 171.44 | 171.44 |
| | Voucher: | | | | | | | |
| 395745 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-928-4930/DE( | 12/2/2025 | 562-928-4930-060717-5 - 12/02/25 | 152.13 | 152.13 |
| | Voucher: | | | | | | | |
| 395746 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-861-2180/DE( | 12/28/2025 | 562-861-2180-031897-5 - 12/28/25 | 131.54 | 131.54 |
| | Voucher: | | | | | | | |
| 395747 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-044-8242/DE( | 12/13/2025 | 209-044-8242-102307-5 - 12/13/25 | 127.71 | 127.71 |
| | Voucher: | | | | | | | |
| 395748 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-119-3190/DE( | 12/7/2025 | 209-119-3190-101807-5 - 12/07/25 | 121.73 | 121.73 |
| | Voucher: | | | | | | | |
| 395749 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-197-0775/DE( | 12/13/2025 | 562-197-0775-021219-5 - 12/13/25 | 113.73 | 113.73 |
| | Voucher: | | | | | | | |
| 395750 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-197-0774/DE( | 12/13/2025 | 562-197-0774-021219-5 - 12/13/25 | 110.59 | 110.59 |
| | Voucher: | | | | | | | |
| 395751 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-197-0773/DE( | 12/13/2025 | 562-197-0773-020819-5 - 12/13/25 | 110.59 | 110.59 |
| | Voucher: | | | | | | | |
| 395752 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-197-0776/DE( | 12/13/2025 | 562-197-0776-020819-5 - 12/13/25 | 104.31 | 104.31 |
| | Voucher: | | | | | | | |
| 395753 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-151-3859/DE( | 12/10/2025 | 209-151-3859-122178-5 - 12/10/25 | 102.53 | 102.53 |
| | Voucher: | | | | | | | |
| 395754 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-923-8904/DE( | 12/2/2025 | 562-923-8904-061217-5 - 12/02/25 | 102.33 | 102.33 |
| | Voucher: | | | | | | | |
| 395755 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 213-024-1655/DE( | 12/10/2025 | 213-024-1655-101207-5 - 12/10/25 | 98.10 | 98.10 |
| | Voucher: | | | | | | | |
| 395756 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-151-3882/DE( | 12/22/2025 | 209-151-3882-042793-5 - 12/22/25 | 92.76 | 92.76 |
| | Voucher: | | | | | | | |
| 395757 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-150-2683/DE( | 12/13/2025 | 209-150-2683-050175-5 - 12/13/25 | 86.38 | 86.38 |
| | Voucher: | | | | | | | |
| 395758 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-151-6041/DE( | 12/16/2025 | 209-151-6041-061796-5 - 12/16/2! | 74.04 | 74.04 |
| | Voucher: | | | | | | | |
| 395759 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-150-2669/DE( | 12/22/2025 | 209-150-2669-042793-5 - 12/22/25 | 74.04 | 74.04 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395760 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-150-2691/DEC | 12/22/2025 | 209-150-2691-011894-5 - 12/22/25 | 74.04 | 74.04 |
| | Voucher: | | | | | | | |
| 395761 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-151-3861/DEC | 12/13/2025 | 209-151-3861-092084-5 - 12/13/25 | 57.34 | 57.34 |
| | Voucher: | | | | | | | |
| 395762 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-043-2936/DEC | 12/19/2025 | 209-043-2936-041813-5 - 12/19/25 | 47.77 | 47.77 |
| | Voucher: | | | | | | | |
| 395763 | 1/9/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-869-7365/DEC | 12/13/2025 | 562-869-7365-100693-5 - 12/13/25 | 45.60 | 45.60 |
| | Voucher: | | | | | | | |
| 395764 | 1/9/2026 | 124920 | FUN EXPRESS | 738865850-01 | 12/15/2025 | BIRTHDAY PARTY GIFT ITEMS - S | 325.49 | 325.49 |
| | Voucher: | | | | | | | |
| 395765 | 1/9/2026 | 135068 | GATHERINGS N' STUFF | 1/5/26 | 1/5/2026 | SENIOR MONDAY MEALS - BJR C | 1,095.00 | 1,095.00 |
| | Voucher: | | | | | | | |
| 395766 | 1/9/2026 | 128976 | GLADWELL GOVERNMENTAL SEI | 5663 - 25-26 | 12/16/2025 | FY25/26 RECORDS RETENTION I | 850.00 | 850.00 |
| | Voucher: | | | | | | | |
| 395767 | 1/9/2026 | 101863 | GOLDEN WEST PIPE & SUPPLY | 628362 | 12/17/2025 | SUPPLIES | 212.31 | |
| | Voucher: | | | 628263 | 12/11/2025 | SUPPLIES | 338.98 | |
| | | | | 628355 | 12/17/2025 | SUPPLIES | 194.24 | 745.53 |
| 395768 | 1/9/2026 | 140545 | GONZALEZ, JOHN | 26-02659 | 11/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395769 | 1/9/2026 | 140532 | GONZALEZ, VICTOR | 26-03994 | 11/26/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395770 | 1/9/2026 | 140518 | GORDON, MELISSA | 26-03232 | 12/18/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395771 | 1/9/2026 | 140561 | GPP ANALYTICS INC. | 1192 | 1/7/2026 | SEAACA PERFORMANCE AUDIT | 16,672.50 | 16,672.50 |
| | Voucher: | | | | | | | |
| 395772 | 1/9/2026 | 101882 | GRAINGERS | 9747377233 | 12/17/2025 | SUPPLIES | 447.53 | |
| | Voucher: | | | 9743926140 | 12/15/2025 | SUPPLIES | 124.06 | |
| | | | | 9743926157 | 12/15/2025 | SUPPLIES | 248.12 | |
| | | | | 9734479786 | 12/8/2025 | SUPPLIES | 163.19 | 982.90 |
| 395773 | 1/9/2026 | 101934 | HAGEN PLUMBING INC | 108584 | 12/13/2025 | REPLACE BACK-FLOW | 1,375.31 | 1,375.31 |
| | Voucher: | | | | | | | |
| 395774 | 1/9/2026 | 140531 | HARPER, DIANA IVETTE | 26-03233 | 12/11/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395775 | 1/9/2026 | 114621 | HEAD, JARED | DECEMBER/25 | 12/22/2025 | MILEAGE - CMSC OUTREACH | 15.68 | 15.68 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395776 | 1/9/2026 | 140557 | HERNANDEZ, CARLOS | 12/30/25 | 12/30/2025 | HOME & BUSINESS SECURITY R | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 395777 | 1/9/2026 | 101985 | HIGH TECH IRRIGATION INC | 730585-39 | 12/16/2025 | 5YR +PLAN MONTHLY - RHGC | 303.81 | 303.81 |
| | Voucher: | | | | | | | |
| 395778 | 1/9/2026 | 140533 | HILL, BARBARA | 26-036558 | 11/28/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395779 | 1/9/2026 | 113767 | HILL'S PET NUTRITION SALES IN | 255616236 | 12/20/2025 | PET SUPPLIES | 234.15 | |
| | Voucher: | | | 255616233 | 12/20/2025 | PET SUPPLIES | 235.80 | |
| | | | | 255532993 | 12/12/2025 | PET SUPPLIES | 1,298.32 | |
| | | | | 255532994 | 12/12/2025 | PET SUPPLIES | 1,142.22 | 2,910.49 |
| 395780 | 1/9/2026 | 127258 | HILLYARD, INC. | 605994732 | 11/5/2025 | SUPPLIES | 474.88 | 474.88 |
| | Voucher: | | | | | | | |
| 395781 | 1/9/2026 | 128308 | HINKLE CONSTRUCTION INC | 2-00769035 | 12/23/2025 | REFUND C&D DEPOSIT BLD-25-( | 12,568.65 | 12,568.65 |
| | Voucher: | | | | | | | |
| 395783 | 1/9/2026 | 101999 | HOME DEPOT | 5533976 | 11/22/2025 | SUPPLIES | 123.03 | |
| | Voucher: | | | 3535669 | 12/4/2025 | SUPPLIES | 254.44 | |
| | | | | 2535839 | 12/5/2025 | SUPPLIES | 132.11 | |
| | | | | 9512841 | 12/8/2025 | SUPPLIES | 8.41 | |
| | | | | 4512435 | 11/13/2025 | SUPPLIES | 28.81 | |
| | | | | 4549644 | 11/13/2025 | SUPPLIES | 52.84 | |
| | | | | 4900334 | 11/13/2025 | SUPPLIES | 127.30 | |
| | | | | 4900337 | 11/13/2025 | SUPPLIES | 435.17 | |
| | | | | 3522390 | 11/14/2025 | SUPPLIES | 2.06 | |
| | | | | 517127 | 11/17/2025 | SUPPLIES | 854.96 | |
| | | | | 9533434 | 11/18/2025 | SUPPLIES | 26.17 | |
| | | | | 8286172 | 11/19/2025 | SUPPLIES | 68.89 | |
| | | | | 3032553 | 11/21/2025 | SUPPLIES | 121.06 | |
| | | | | 6533813 - 1 | 11/21/2025 | SUPPLIES | 109.26 | |
| | | | | 6540482 | 11/21/2025 | SUPPLIES | 173.98 | |
| | | | | 9536286 | 12/8/2025 | SUPPLIES | 15.55 | |
| | | | | 9625029 | 12/8/2025 | SUPPLIES | 7.49 | |
| | | | | 8906469 | 12/9/2025 | SUPPLIES | 930.12 | |
| | | | | 6340859 | 12/10/2025 | SUPPLIES | 468.69 | 3,940.34 |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395784 | 1/9/2026 | 126110 | HUNTINGTON BEACH FORD | 5084246 | 12/18/2025 | SUPPLIES | 55.12 | |
| | Voucher: | | | 5084217 | 12/9/2025 | SUPPLIES | 57.38 | |
| | | | | 5084247 | 12/10/2025 | SUPPLIES | 140.34 | |
| | | | | 5084239 | 12/10/2025 | SUPPLIES | 334.90 | |
| | | | | 5084393 | 12/17/2025 | SUPPLIES | 50.67 | |
| | | | | 5082860 | 9/19/2025 | SUPPLIES | 402.93 | |
| | | | | 5084350 | 12/17/2025 | SUPPLIES | 77.29 | |
| | | | | 5084254 | 12/11/2025 | SUPPLIES | 984.26 | |
| | | | | 5084100 | 12/3/2025 | SUPPLIES | 649.05 | |
| | | | | CM5081635 | | CREDIT MEMO | -457.94 | |
| | | | | CM5076908 | | CREDIT MEMO | -269.38 | 2,024.62 |
| 395785 | 1/9/2026 | 132330 | IML SECURITY SUPPLY | 4838058 | 12/15/2025 | CHROME PADLOCK | 354.32 | 354.32 |
| | Voucher: | | | | | | | |
| 395786 | 1/9/2026 | 140562 | JACOB GREEN AND ASSOCIATES | 3207 | 11/30/2025 | TEAM BUILDING FACILITATION S | 4,500.00 | 4,500.00 |
| | Voucher: | | | | | | | |
| 395787 | 1/9/2026 | 140530 | JENAL ENGINEERING CORP | 001-00248082 | 12/23/2025 | REFUND DEPOSIT - C&D BLD-24 | 3,000.00 | 3,000.00 |
| | Voucher: | | | | | | | |
| 395788 | 1/9/2026 | 140552 | JIMENEZ, DANNY | 2-00768394 | 1/5/2026 | REFUND C&D DEPOSIT BLD-25-( | 2,000.00 | 2,000.00 |
| | Voucher: | | | | | | | |
| 395789 | 1/9/2026 | 140513 | JIMENEZ, GLEN | 26-03199 | 11/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395790 | 1/9/2026 | 128896 | JJ'S AUTO SERVICE, INC. | 71203 | 12/16/2025 | NEW TIRES, MOUNT AND BALAN | 335.90 | |
| | Voucher: | | | 71138 | 12/11/2025 | REPLACE SWAY BAR, ALIGNMEI | 1,877.35 | |
| | | | | 71096 | 12/9/2025 | REPAIR TIRES | 631.89 | |
| | | | | 71114 | 12/10/2025 | NEW TIRES - 18 FORD | 601.89 | |
| | | | | 71221 | 12/17/2025 | NEW TIRES - 20 FORD | 288.90 | |
| | | | | 71137 | 12/11/2025 | FRONT RIGHT FLAT REPAIR | 50.00 | |
| | | | | 71204 | 12/16/2025 | REPLACE VALVE STEM | 83.90 | 3,869.83 |
| 395791 | 1/9/2026 | 140541 | JOHNSTON, THERESA GRACE | 26-00927 | 11/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395792 | 1/9/2026 | 140547 | KEELING, LYNETTE | 26-03496 | 11/28/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395793 | 1/9/2026 | 140536 | KIRKPATRICK, ISAIAH C. | 26-01579 | 12/11/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395794 | 1/9/2026 | 112922 | L A COUNTY POLICE CHIEFS ASS | 12/22/25 | 12/22/2025 | LACPCA 2026 TRI-COUNTY SPRI | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 395795 | 1/9/2026 | 139121 | LA COUNTY HALL OF RECORDS, | PERMIT#4528 - 2 | 1/5/2026 | PERMIT #4528 CLEANING DEPO: | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 395796 | 1/9/2026 | 139121 | LA COUNTY HALL OF RECORDS, | PERMIT#4528 - 1 | 1/5/2026 | DAY USE PERMIT# 4528 FOR 2/2 | 200.00 | 200.00 |
| | Voucher: | | | | | | | |
| 395797 | 1/9/2026 | 116974 | LANGUAGE LINE SERVICES | 11817550 | 12/31/2025 | TELEPHONE INTERPRETATION | 75.00 | 75.00 |
| | Voucher: | | | | | | | |
| 395798 | 1/9/2026 | 119403 | LANGUAGE NETWORK , INC. | LN25-00937 | 12/29/2025 | TRANSLATION SERVICES | 2,820.00 | 2,820.00 |
| | Voucher: | | | | | | | |
| 395799 | 1/9/2026 | 140504 | LARA, ADRIAN GARCIA | 002-00769960 | 12/23/2025 | REFUND DEPOSIT - C&D BLD-25 | 2,000.00 | 2,000.00 |
| | Voucher: | | | | | | | |
| 395800 | 1/9/2026 | 136397 | LARA'S MUFFLER | LM004904 | 12/23/2025 | WELD ANGLE IRON TO FRAME | 370.00 | 370.00 |
| | Voucher: | | | | | | | |
| 395801 | 1/9/2026 | 139383 | LE COCO RESTAURANT | 10/28/25 | 1/6/2026 | 10/28/25 - VIP EVENT GUEST | 990.00 | 990.00 |
| | Voucher: | | | | | | | |
| 395802 | 1/9/2026 | 132027 | LEXISNEXIS, A DIVISION OF REL | 3096236307 | 12/31/2025 | CONTENT FEATURE, COURTLINI | 311.00 | 311.00 |
| | Voucher: | | | | | | | |
| 395803 | 1/9/2026 | 102641 | LIEBERT CASSIDY WHITMORE | 311746 | 11/30/2025 | LEGAL SERVICES - MATTER DO< | 1,424.50 | |
| | Voucher: | | | 311744 | 11/30/2025 | LEGAL SERVICES - MATTER DO< | 643.00 | |
| | | | | 311743 | 11/30/2025 | LEGAL SERVICES - MATTER DO< | 747.00 | |
| | | | | 311745 | 11/30/2025 | LEGAL SERVICES - MATTER DO< | 1,110.00 | 3,924.50 |
| 395804 | 1/9/2026 | 102645 | LIFE-ASSIST INC | 2039617 | 12/29/2025 | MEDICAL SUPPLIES - FY 25/26 | 15,726.60 | 15,726.60 |
| | Voucher: | | | | | | | |
| 395805 | 1/9/2026 | 102516 | LN CURTIS & SONS | INV1019608 | 12/15/2025 | L. HERNANDEZ | 206.21 | 206.21 |
| | Voucher: | | | | | | | |
| 395806 | 1/9/2026 | 134887 | LONG BEACH BMW MOTORCYCL | 55176 | 11/26/2025 | FRONT TIRE 2021 BMW R1250 | 303.15 | 303.15 |
| | Voucher: | | | | | | | |
| 395807 | 1/9/2026 | 140499 | LOPEZ, DELIA | 12/23/25 | 12/23/2025 | RETURNED ADOPTION | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395808 | 1/9/2026 | 140542 | LOZANO, BEATRIZ | 26-02950 | 11/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395809 | 1/9/2026 | 102823 | MAJESTIC TROPHY & AWARDS | 25770 | 12/18/2025 | PERPETUAL PLATE ENGRAVED · | 11.05 | 11.05 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395810 | 1/9/2026 | 140539 | MARTIN, AUDRA | 26-03240 | 11/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395811 | 1/9/2026 | 140534 | MARTINEZ, JOSHUA | 26-00326 | 11/28/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395812 | 1/9/2026 | 117016 | MAY TOOL, INC. | 209197 | 12/9/2025 | GLOVES | 78.36 | 78.36 |
| | Voucher: | | | | | | | |
| 395813 | 1/9/2026 | 103010 | MCMASTER-CARR SUPPLY COMI | 57005456 | 12/17/2025 | WEATHER RESISTANT PADLOCK | 680.13 | 680.13 |
| | Voucher: | | | | | | | |
| 395814 | 1/9/2026 | 132378 | MDG ASSOCIATES, INC. | 20307 | 12/12/2025 | PROFESSIONAL CDBG, HME & H | 134.00 | |
| | Voucher: | | | 20309 | 12/12/2025 | PROFESSIONAL CDBG, HME & H | 1,554.00 | |
| | | | | 20308 | 12/12/2025 | PROFESSIONAL CDBG, HME & H | 1,108.50 | |
| | | | | 20306 | 12/12/2025 | PROFESSIONAL CDBG, HME & H | 4,554.50 | |
| | | | | 20310 | 12/12/2025 | PROFESSIONAL CDBG, HME & H | 246.00 | 7,597.00 |
| 395815 | 1/9/2026 | 140556 | MESHRAM, SWATI | 01/05/26 | 1/5/2026 | 01/1/26 - 12/31/26 APA MEMBERS | 646.80 | |
| | Voucher: | | | 9/28-10/1/25 | 1/5/2026 | MILEAGE 9/28-10/1/25 | 117.26 | 764.06 |
| 395816 | 1/9/2026 | 125724 | METLIFE - GROUP, KM05734765 ( | JANUARY/26 | 12/15/2025 | INSURANCE PREMIUM | 793.04 | 793.04 |
| | Voucher: | | | | | | | |
| 395817 | 1/9/2026 | 116215 | MISSION LINEN SUPPLY | 525130330 | 12/11/2025 | LINEN MAINTENANCE | 122.68 | |
| | Voucher: | | | 525174235 | 12/18/2025 | LINEN MAINTENANCE | 122.68 | 245.36 |
| 395818 | 1/9/2026 | 138128 | MOBILE RELAY ASSOCIATES, LL( | 80025894 | 12/23/2025 | 1/1 - 1/31/26 - DIGITAL AIRTIME | 700.35 | 700.35 |
| | Voucher: | | | | | | | |
| 395819 | 1/9/2026 | 140497 | MONTALVO, ELIZABETH | 12/23/25 | 12/23/2025 | RETURNED ADOPTION | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395820 | 1/9/2026 | 140507 | MONTOYA, T | 002-00760672 | 12/23/2025 | RFEFUND DEPOSIT - C&D BLD-2 | 4,951.31 | 4,951.31 |
| | Voucher: | | | | | | | |
| 395821 | 1/9/2026 | 140558 | MONZON, RENE | 01/05/26 | 1/5/2026 | HOME & BUSINESS SECURITY R | 237.97 | 237.97 |
| | Voucher: | | | | | | | |
| 395822 | 1/9/2026 | 140519 | MORALES, ANGELO | 26-03500 | 12/18/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395823 | 1/9/2026 | 140523 | MOSQUEDA, KAREN | 26-04200 | 12/17/2025 | REFUND SPAY/NEUTER DEPOSI | 50.00 | |
| | Voucher: | | | 26-04169 | 12/17/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 100.00 |
| 395824 | 1/9/2026 | 125127 | MR. BILL'S, AUTO BODY & PAINT, | 10692 | 12/17/2025 | PARTS AND LABOR | 4,241.20 | |
| | Voucher: | | | 10678 | 11/18/2025 | PARTS AND LABOR | 1,739.39 | |
| | | | | 10690 | 12/9/2025 | PARTS AND LABOR | 4,624.76 | 10,605.35 |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395825 | 1/9/2026 | 125050 | MUNICIPAL MAINTENANCE EQUII | 44634 | 12/18/2025 | REPAIR LEAK - UTILITIES OFFICI | 1,436.78 | 1,436.78 |
| | Voucher: | | | | | | | |
| 395826 | 1/9/2026 | 103221 | NAPA AUTO PARTS | 63631 | 12/5/2025 | PARTS | 1,630.44 | 1,630.44 |
| | Voucher: | | | | | | | |
| 395827 | 1/9/2026 | 103810 | NATHAN, RICHARD W. | DECEMBER/25 | 12/29/2025 | 10/1 - 12/30/25 MEDICAL PREMIU | 2,381.58 | 2,381.58 |
| | Voucher: | | | | | | | |
| 395828 | 1/9/2026 | 106122 | NATIONAL DATA & SURVEYING S | 25-020441 | 12/18/2025 | TURNING TURNING MOVEMENT | 400.00 | |
| | Voucher: | | | 25-020440 | 12/18/2025 | TURNING MOVEMENT COUNTS - | 400.00 | 800.00 |
| 395829 | 1/9/2026 | 123145 | NATIONAL FAIL SAFE | QB20254134 | 11/25/2025 | MONTHLY MONITORING - CMSC | 45.00 | 45.00 |
| | Voucher: | | | | | | | |
| 395830 | 1/9/2026 | 126090 | NIEMELA PAPPAS & ASSOCIATES | 7031 | 12/1/2025 | GENERAL ADVOCACY SERVICES | 3,960.00 | 3,960.00 |
| | Voucher: | | | | | | | |
| 395831 | 1/9/2026 | 126424 | NORM REEVES FORD SUPERST( | 161742 | 12/4/2025 | PARTS AND LABOR | 430.00 | 430.00 |
| | Voucher: | | | | | | | |
| 395832 | 1/9/2026 | 140548 | OCEGUEDA, OMAR | P1020552 | 1/6/2026 | PCR - PARKING CITATION REFUI | 46.50 | 46.50 |
| | Voucher: | | | | | | | |
| 395833 | 1/9/2026 | 103346 | OFFICE DEPOT INC | 450449698001 | 12/22/2025 | OFFICE SUPPLIES | 26.19 | |
| | Voucher: | | | 452382387001 | 12/17/2025 | OFFICE SUPPLIES | 174.66 | |
| | | | | 450450427001 | 12/23/2025 | OFFICE SUPPLIES | 36.52 | 237.37 |
| 395834 | 1/9/2026 | 140306 | ONE STOP DEVELOPMENT INC, [ | 1946-2 | 10/31/2025 | ROOF TEAR OFF & COMPLETE T | 8,849.00 | |
| | Voucher: | | | 1946-3 | 10/31/2025 | ROOF TEAR OFF & COMPLETE T | 71,500.00 | 80,349.00 |
| 395835 | 1/9/2026 | 135191 | PACIFIC COMPLIANCE SERVICES | 8378 | 12/10/2025 | UST DTO MONTHLY INSPECTION | 360.00 | 360.00 |
| | Voucher: | | | | | | | |
| 395836 | 1/9/2026 | 134556 | PACIFIC OFFICE AUTOMATION | 189151 | 3/30/2025 | COPIER MAINTENANCE 3RD QTI | 19,136.97 | 19,136.97 |
| | Voucher: | | | | | | | |
| 395837 | 1/9/2026 | 134556 | PACIFIC OFFICE AUTOMATION | 482582-A 8/28/25 | 8/28/2025 | HP COLOR LASER JET MFP E87 | 10,928.45 | 10,928.45 |
| | Voucher: | | | | | | | |
| 395838 | 1/9/2026 | 132186 | PACRIM ENGINEERING, INC. | 3882501 | 12/23/2025 | CIP NO.14-09 - ENVIRONMENTAL | 39,988.00 | 39,988.00 |
| | Voucher: | | | | | | | |
| 395839 | 1/9/2026 | 103068 | PARINO, MICHAEL | 2/3-2/5/26 | 1/6/2026 | LODGING,MEALS,PARKING - CRI | 1,004.67 | 1,004.67 |
| | Voucher: | | | | | | | |
| 395840 | 1/9/2026 | 103453 | PARKHOUSE TIRE INC | 1011067437 | 12/19/2025 | TIRES | 254.20 | |
| | Voucher: | | | 1011068522 | 12/31/2025 | EMERGENCY SERVICE - UNIT 6: | 350.00 | 604.20 |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395841 | 1/9/2026 | 133984 | PARTS AUTHORITY LLC | 65-366041 | 12/22/2025 | WIX AND OIL FILTERS | 152.46 | |
| | Voucher: | | | 62-025203 | 12/22/2025 | WIX FILTER | 25.27 | |
| | | | | 65-356075 | 12/18/2025 | PARTS | 214.85 | |
| | | | | 65-356079 | 12/18/2025 | PARTS | 51.98 | |
| | | | | 65-336072 | 12/10/2025 | PARTS | 9.47 | |
| | | | | 65-330574 | 12/9/2025 | PARTS | 102.16 | |
| | | | | 65-333926 | 12/10/2025 | PARTS | 81.73 | 637.92 |
| 395842 | 1/9/2026 | 103400 | PDQ RENTALS | 912236 | 12/16/2025 | PROPANE | 94.07 | 94.07 |
| | Voucher: | | | | | | | |
| 395843 | 1/9/2026 | 140522 | PENA, ADRIANA | 26-03879 | 12/17/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395844 | 1/9/2026 | 136488 | PERALTA, JOSEPHINE | 10/15-11/24/25 | 12/5/2025 | MILEAGE - CMSC | 9.38 | 9.38 |
| | Voucher: | | | | | | | |
| 395845 | 1/9/2026 | 140508 | PEREZ, JOSE E. | 001-00251165 | 12/23/2025 | REFUND DEPOSIT - C&D BLD-25 | 2,500.00 | 2,500.00 |
| | Voucher: | | | | | | | |
| 395846 | 1/9/2026 | 137164 | PNC EQUIPMENT FINANCE, LLC | 2428703 | 1/2/2026 | EZ GO GOLF CART LEASE PAYM | 12,346.72 | 12,346.72 |
| | Voucher: | | | | | | | |
| 395847 | 1/9/2026 | 140537 | POTTINGER, CARRIE | 26-02809 | 12/11/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395848 | 1/9/2026 | 140553 | POWERTOWN SOLAR ELECTRIC | BLD-25-02490 | 12/26/2025 | REFUND PERMIT SUBMITTED S( | 123.19 | 123.19 |
| | Voucher: | | | | | | | |
| 395849 | 1/9/2026 | 120206 | PREFERRED IMPRESSIONS INC. | 27641 | 2/15/2025 | RTF AND METAL SIGNS | 368.50 | 368.50 |
| | Voucher: | | | | | | | |
| 395850 | 1/9/2026 | 103657 | PYRO-COMM SYSTEMS INC | 10054454 | 12/19/2025 | SERVICE CALL - APOLLO PARK | 1,293.90 | 1,293.90 |
| | Voucher: | | | | | | | |
| 395851 | 1/9/2026 | 125779 | QUIROZ ELECTRICAL SERVICES | 2288 | 12/1/2025 | REPLACE WATER HEATER -BUS | 4,975.00 | 4,975.00 |
| | Voucher: | | | | | | | |
| 395852 | 1/9/2026 | 131869 | RACHLIN PARTNERS | 107524 | 12/18/2025 | CIP NO.21-18 - SPACE SHUTTLE | 2,240.00 | 2,240.00 |
| | Voucher: | | | | | | | |
| 395853 | 1/9/2026 | 137746 | RAPID O PRINT | 35010 | 11/26/2025 | FROSTED VINYL WINDOW INSTA | 17,786.08 | 17,786.08 |
| | Voucher: | | | | | | | |
| 395854 | 1/9/2026 | 103753 | REGENTS - UNIVERSITY OF CALI | 12905983 | 1/5/2026 | ONLAW PRO - 01/5/26 - 02/04/20 | 184.00 | 184.00 |
| | Voucher: | | | | | | | |
| 395855 | 1/9/2026 | 109936 | REGISTRAR-RECORDER/COUNT | 12-1186 | 12/29/2025 | SERVICE FOR SEPTEMBER 202 | 20.00 | 20.00 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395856 | 1/9/2026 | 138501 | RENEWELL FLEET SERVICE LLC | 9184 | 1/5/2026 | PARTS & FREIGHT | 154.93 | 154.93 |
| | Voucher: | | | | | | | |
| 395857 | 1/9/2026 | 139254 | RENTERIA, DAVID | 01/29 - 01/30/26 | 1/5/2026 | K9 AGITATOR I - 01/29 - 01/30/26 | 173.68 | 173.68 |
| | Voucher: | | | | | | | |
| 395858 | 1/9/2026 | 110414 | RESOURCE BUILDING MATERIAL | 4098350 | 10/16/2025 | SCOOP #2 GRAVEL | 214.02 | |
| | Voucher: | | | 4098533 | 10/16/2025 | SCOOP #2 GRAVEL | 428.03 | |
| | | | | 4128864 | 12/16/2025 | SCOOP CON MIX 1/2" | 744.97 | |
| | | | | 4125148 | 12/9/2025 | CONCRETE MIX & PALLET | 209.82 | 1,596.84 |
| 395859 | 1/9/2026 | 140511 | REYES, BRYAN | 26-01596 | 11/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395860 | 1/9/2026 | 136069 | RIVERA, LEVINA SALOME | 33518 | 1/5/2026 | INSTRUCTOR FEE | 369.60 | 369.60 |
| | Voucher: | | | | | | | |
| 395861 | 1/9/2026 | 122187 | RMI INTERNATIONAL | 41907 | 12/31/2025 | SECURITY GUARD SERVICES FC | 545.92 | |
| | Voucher: | | | 49037 | 10/31/2025 | SECURITY GUARD SERVICES FC | 11,331.18 | |
| | | | | 49063 | 11/30/2025 | SECURITY GUARD SERV - DOWI | 23,747.53 | 35,624.63 |
| 395862 | 1/9/2026 | 106779 | ROADLINE PRODUCTS INC USA | 22255 | 12/1/2025 | 3/8" RIVET | 508.30 | |
| | Voucher: | | | 22259 | 12/11/2025 | TEMPORARY SIGN | 290.06 | |
| | | | | 22272 | 12/10/2025 | TEMPORARY SIGNS | 1,210.25 | 2,008.61 |
| 395863 | 1/9/2026 | 118466 | RODRIGUEZ, ALEX | 02/09 - 02/13/26 | 1/6/2026 | SCHOOL RESOURCE OFICIER 0: | 1,211.44 | 1,211.44 |
| | Voucher: | | | | | | | |
| 395864 | 1/9/2026 | 140498 | RODRIGUEZ, CHRISTOPHER | 12/23/25 | 12/23/2025 | RETURNED ADOPTION | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395865 | 1/9/2026 | 140528 | RODRIGUEZ, NOELY C. | 26-03214 | 12/10/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395866 | 1/9/2026 | 140525 | RODRIGUEZ, PEPELELE | 26-04137 | 10/23/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395867 | 1/9/2026 | 140517 | RONCANCIO, SOPHIA | 26-00056 | 12/18/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395868 | 1/9/2026 | 119889 | ROSALES, YVONNE | 1/05/26 | 1/5/2026 | PETTY CASH | 388.47 | 388.47 |
| | Voucher: | | | | | | | |
| 395869 | 1/9/2026 | 113293 | S R BRAY LLC, DBA: POWER PLU | 253459P1325 | 12/31/2025 | EQUIPMENT RENTAL 12/3 - 12/31 | 115.00 | 115.00 |
| | Voucher: | | | | | | | |
| 395870 | 1/9/2026 | 104020 | SAN DIEGO POLICE EQUIP COMI | 667342 | 12/16/2025 | AMMUNITION | 5,190.63 | 5,190.63 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395871 | 1/9/2026 | 140324 | SB CARPET CLEANING | 1075 | 12/20/2025 | PD HOLDING CELLS - 12/20/25 | 1,300.00 | 1,300.00 |
| | Voucher: | | | | | | | |
| 395872 | 1/9/2026 | 140521 | SCHULTZ, JON ALLAN | 26-02076 | 12/17/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395873 | 1/9/2026 | 123517 | SEIU 721 | Ben1764349 | 1/9/2026 | SEAACA DUES: PAYMENT | 795.53 | 795.53 |
| | Voucher: | | | | | | | |
| 395874 | 1/9/2026 | 107239 | SHERWIN-WILLIAMS | 86934171331225 | 12/30/2025 | PAINT & SUPPLIES | 214.70 | |
| | Voucher: | | | 8485-5 | 12/18/2025 | PAINT & SUPPLIES | 159.32 | 374.02 |
| 395875 | 1/9/2026 | 118496 | SHILPARK PAINT CORP. | 961971 | 10/15/2025 | PAINT & SUPPLIES | 1,750.12 | |
| | Voucher: | | | 965224 | 12/10/2025 | PAINT & SUPPLIES | 1,185.39 | 2,935.51 |
| 395876 | 1/9/2026 | 140550 | SINAN, ALNISSAN | DW030030674 | 1/6/2026 | PCR - PARKING CITATION REFUI | 41.50 | 41.50 |
| | Voucher: | | | | | | | |
| 395877 | 1/9/2026 | 132364 | SKOLL, PATRICK | 01/29/2026 | 1/6/2026 | SNIPER SYMPOSIUM - 01/29/26 | 73.82 | 73.82 |
| | Voucher: | | | | | | | |
| 395878 | 1/9/2026 | 140526 | SLATER, BREANNA | 26-04033 | 12/4/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395879 | 1/9/2026 | 140555 | SO CAL BUILDERS REMODELING | 251 | 12/9/2025 | IDIS #1105 - HOME REHAB - COC | 14,058.00 | 14,058.00 |
| | Voucher: | | | | | | | |
| 395880 | 1/9/2026 | 137453 | SOCAL ENTERTAINMENT GROUF | 12/13/25 | 12/26/2025 | SETTLEMENT - YA LLEGO LA NA' | 8,586.02 | 8,586.02 |
| | Voucher: | | | | | | | |
| 395881 | 1/9/2026 | 135638 | SOUTHERN CALIF SECURITY CE | 112006 | 12/19/2025 | LABOR LOCKS & CAMLOCKS & T | 539.87 | 539.87 |
| | Voucher: | | | | | | | |
| 395882 | 1/9/2026 | 104208 | SOUTHERN CALIFORNIA EDISON | 700621619288/DE | 12/30/2025 | 700621619288 - 11/25 - 12/25/25 | 4,861.47 | |
| | Voucher: | | | 700976840867/DE | 12/16/2025 | 700976840867 - 11/12 - 12/11/25 | 524.43 | |
| | | | | 700504985377/DE | 12/9/2025 | 700504985377 - 11/04 - 12/04/25 | 6,860.84 | |
| | | | | 700976840766/NC | 12/9/2025 | 700976840766 - 11/04 - 12/04/25 | 132.80 | |
| | | | | 700471140158/DE | 12/9/2025 | 700471140158 - 11/04 - 12/04/25 | 8,119.74 | |
| | | | | 700454811422/DE | 12/17/2025 | 700454811422 - 11/13 - 12/14/25 | 30.97 | |
| | | | | 700466444045/DE | 12/29/2025 | 700466444045 - 11/22 - 12/23/25 | 49.80 | |
| | | | | 700020507763/DE | 12/10/2025 | 700020507763 - 11/05 - 12/07/25 | 104.69 | |
| | | | | 700157774079/DE | 12/18/2025 | 700157774079 - 11/14 - 12/15/25 | 2,214.66 | 22,899.40 |
| 395883 | 1/9/2026 | 104208 | SOUTHERN CALIFORNIA EDISON | 700947752890/JA | 12/18/2025 | 700947752890 - MONTHLY PAYMI | 5,411.32 | 5,411.32 |
| | Voucher: | | | | | | | |
| 395884 | 1/9/2026 | 104210 | SOUTHERN CALIFORNIA GAS CC | 090 106 8000 8/DE | 12/31/2025 | 090 106 8000 8 - 11/26 - 12/29/25 | 3,884.40 | |
| | Voucher: | | | 050 006 7900 0/DE | 12/29/2025 | 050 006 7900 0 - 11/24 - 12/23/25 | 1,153.45 | 5,037.85 |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395885 | 1/9/2026 | 130691 | SOWERSBY, SEAN | JANUARY/26 | 1/5/2026 | REIMBURSEMENT - PARAMEDIC | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 395886 | 1/9/2026 | 138205 | SPICE OF LIFE, INC | 08-4186 | 10/22/2025 | 10/22/25 - MASSAGE THERAPIST | 648.00 | 648.00 |
| | Voucher: | | | | | | | |
| 395887 | 1/9/2026 | 112322 | STANDARD INS CO - UNIT 22, PO | Ben1764309 | 1/9/2026 | LIFE INS & AD&D: PAYMENT | 8,395.54 | |
| | Voucher: | | | Ben1764313 | 1/9/2026 | LTD INSURANCE CITY: PAYMENT | 9,319.72 | 17,715.26 |
| 395888 | 1/9/2026 | 130597 | STANDARD INS CO-, POLICY 643 | Ben1764305 | 1/9/2026 | STANDARD ADL LIFE INS POST T | 4,356.08 | 4,356.08 |
| | Voucher: | | | | | | | |
| 395889 | 1/9/2026 | 104256 | STAPLES ADVANTAGE | 6051218301 | 12/25/2025 | OFFICE SUPPLIES | 128.09 | |
| | Voucher: | | | 6051218276 | 12/25/2025 | OFFICE SUPPLIES | 213.38 | 341.47 |
| 395890 | 1/9/2026 | 119522 | SUBURBAN PROPANE - 1654 | 1654-713172 | 12/15/2025 | PROPANE | 248.46 | 248.46 |
| | Voucher: | | | | | | | |
| 395891 | 1/9/2026 | 140527 | SUN, PATRICK | 26-03083 | 11/20/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395892 | 1/9/2026 | 130186 | SUPPLY SOLUTIONS | 157156 | 1/5/2026 | SUPPLIES | 1,256.01 | 1,256.01 |
| | Voucher: | | | | | | | |
| 395893 | 1/9/2026 | 122446 | SURPLUS BOARDS, INC. | 12-19-2025 | 1/7/2026 | WELL #14 & R.T | 1,025.10 | 1,025.10 |
| | Voucher: | | | | | | | |
| 395894 | 1/9/2026 | 130483 | THE ADVANTAGE GROUP | Ben1764307 | 1/9/2026 | TAG FLEX125 MEDICAL PRE TAX | 19,324.88 | 19,324.88 |
| | Voucher: | | | | | | | |
| 395895 | 1/9/2026 | 138291 | THE FERGUSON GROUP, LLC | INV5596 | 2/1/2026 | PROFESSIONAL SERVICE AGRE | 6,000.00 | 6,000.00 |
| | Voucher: | | | | | | | |
| 395896 | 1/9/2026 | 134950 | THE LLOYD PEST CONTROL, INC | 9102459 | 12/26/2025 | MOSQUITO SERVICE PROGRAM | 190.00 | 190.00 |
| | Voucher: | | | | | | | |
| 395897 | 1/9/2026 | 116871 | THE REGENTS OF THE UNIVERS | 3013-1448 | 1/2/2026 | SERVICE AGREEMENT FOR CON | 6,809.59 | 6,809.59 |
| | Voucher: | | | | | | | |
| 395898 | 1/9/2026 | 116078 | THOMSON REUTERS | 853012906 | 1/1/2026 | SOFTWARE SUBSCRIPTION | 586.75 | 586.75 |
| | Voucher: | | | | | | | |
| 395899 | 1/9/2026 | 103017 | TIME WARNER CABLE | 188353901122125 | 12/21/2025 | 188353901 - 12/22/25 - 01/21/26 | 116.93 | 116.93 |
| | Voucher: | | | | | | | |
| 395900 | 1/9/2026 | 140516 | TORRES, AMANDA | 26-04197 | 12/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395901 | 1/9/2026 | 140514 | TORRES, RUBEN | 26-04441 | 12/19/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395902 | 1/9/2026 | 140559 | TWILIO SENDGRID | INV17523443 | 12/1/2025 | DATA SOFTWARE SERVICE FOR | 19.95 | |
| | Voucher: | | | INV17756128 | 1/1/2026 | DATA SOFTWARE SERVICE FOR | 19.95 | 39.90 |
| 395903 | 1/9/2026 | 104574 | UNDERGROUND SERVICE ALER | 25-262063 | 1/1/2026 | STATE FEE FOR REGULATORY C | 91.53 | |
| | Voucher: | | | 1220250254 | 1/1/2026 | DWN01 NEW TICKET CHARGES | 204.00 | 295.53 |
| 395904 | 1/9/2026 | 120080 | UNIFORM DEPOT INC., DBA: MR. | 9155 | 12/15/2025 | SAMANTHA SANCHEZ | 375.59 | |
| | Voucher: | | | 9156 | 12/15/2025 | CHRIS BOHANNON | 33.15 | |
| | | | | 9167 | 11/18/2025 | JUSTIN POPE | 2,431.22 | |
| | | | | 9168 | 11/18/2025 | RICHARD TORRES | 2,431.22 | |
| | | | | 9169 | 11/18/2025 | DOMINIC FOSTER | 2,404.70 | |
| | | | | 9170 | 11/25/2025 | ANDREW QUINTERO | 2,256.80 | |
| | | | | 9171 | 12/4/2025 | M. CASTRO | 287.13 | |
| | | | | 9172 | 12/6/2025 | JUSTIN MEZA | 226.08 | |
| | | | | 9173 | 12/11/2025 | DANIEL MEZA | 684.88 | |
| | | | | 9174 | 12/11/2025 | BEATRICE FLORES | 596.48 | 11,727.25 |
| 395905 | 1/9/2026 | 104603 | UNITED WAY OF GREATER L A | Ben1764337 | 1/9/2026 | UNITED WAY: PAYMENT | 2.50 | 2.50 |
| | Voucher: | | | | | | | |
| 395906 | 1/9/2026 | 139906 | US JETTING LLC | 195987 | 10/20/2025 | PARTS | 2,721.97 | 2,721.97 |
| | Voucher: | | | | | | | |
| 395907 | 1/9/2026 | 117053 | VALENZUELA, BLANCA | 02/23 - 02/27/26 | 1/6/2026 | POST POLICE MNGT COURSE - ( | 690.00 | 690.00 |
| | Voucher: | | | | | | | |
| 395908 | 1/9/2026 | 117053 | VALENZUELA, BLANCA | 03/30 - 04/02/26 | 1/6/2026 | POST POLICE MNGT COURSE - | 690.00 | 690.00 |
| | Voucher: | | | | | | | |
| 395909 | 1/9/2026 | 117053 | VALENZUELA, BLANCA | 04/20 - 04/23/26 | 1/6/2026 | POST POLICE MNGT COURSE - ( | 690.00 | 690.00 |
| | Voucher: | | | | | | | |
| 395910 | 1/9/2026 | 139059 | VALINO, CRYSTAL | 12/26/25 | 1/5/2026 | CONTRACTED VET SERVICES | 1,000.00 | 1,000.00 |
| | Voucher: | | | | | | | |
| 395911 | 1/9/2026 | 122501 | VANGOE INC | CODO 11-2025 | 12/3/2025 | NOVEMBER CAR WASHES | 360.00 | 360.00 |
| | Voucher: | | | | | | | |
| 395912 | 1/9/2026 | 140549 | VARGAS, NATHALIE EDITH | P1038965 | 1/6/2026 | PCR - PARKING CITATION REFUI | 38.00 | 38.00 |
| | Voucher: | | | | | | | |
| 395913 | 1/9/2026 | 140515 | VASQUEZ, ERIKA G. | 26-03969 | 12/10/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395914 | 1/9/2026 | 127894 | VCA LAKEWOOD ANIMAL HOSPIT | DEC-25 SEACCA | 1/6/2026 | DECEMBER EMERGENCY VET S | 9,218.07 | 9,218.07 |
| | Voucher: | | | | | | | |

Bank : bow BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395915 | 1/9/2026 | 132112 | VERIZON CONNECT NWF, INC. | 611000084237 | 1/2/2026 | 100000188676 - 12/01 - 12/31/25 | 223.30 | |
| | Voucher: | | | 316000072513 | 1/2/2026 | 100000175537 - 12/01 - 12/31/25 | 271.15 | 494.45 |
| 395916 | 1/9/2026 | 112607 | VERIZON WIRELESS | 6130712010 | 12/10/2025 | 742033810-00001 - 11/11 - 12/10/2 | 721.84 | |
| | Voucher: | | | 6130936183 | 12/13/2025 | 471450569-00001 - 11/14 - 12/13/2 | 1,930.73 | 2,652.57 |
| 395917 | 1/9/2026 | 140529 | VICENTE, GLADYS | 26-04266 | 12/11/2025 | REFUND DEPOSIT - K9 S/N | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395918 | 1/9/2026 | 140509 | VILLAREAL, ARMANDO | 002-00770153 | 12/23/2025 | REFUND DEPOSIT - C&D BLD-25 | 2,500.00 | 2,500.00 |
| | Voucher: | | | | | | | |
| 395919 | 1/9/2026 | 130484 | VISION SERVICE PLAN | Ben1764303 | 1/9/2026 | VSP VISION PRE TAX: PAYMENT | 5,691.76 | 5,691.76 |
| | Voucher: | | | | | | | |
| 395920 | 1/9/2026 | 123888 | WEDGEWOOD PHARMACY | 0020336634 | 12/21/2025 | MEDICAL SUPPLIES | 81.78 | 81.78 |
| | Voucher: | | | | | | | |
| 395921 | 1/9/2026 | 116097 | WEST COAST POWER WASH | 85332 | 12/19/2025 | STEAM CLEANING SEAACA | 285.00 | 285.00 |
| | Voucher: | | | | | | | |
| 395922 | 1/9/2026 | 128429 | WESTERN AUDIO VISUAL | 23434 | 11/7/2025 | CIP NO. 21-29 AUDIO VISUAL SE | 16,288.79 | 16,288.79 |
| | Voucher: | | | | | | | |
| 395923 | 1/9/2026 | 104808 | WILLDAN ASSOCIATES | 423232 | 12/24/2025 | CONSTRUCTION INSPECTION SI | 19,026.00 | 19,026.00 |
| | Voucher: | | | | | | | |
| 395924 | 1/9/2026 | 139395 | WILLIAMS SCOTSMAN, INC, DBA | 9025166992 | 12/9/2025 | CIP NO.21-31 - TEMPORARY STF | 15,466.98 | 15,466.98 |
| | Voucher: | | | | | | | |
| 395925 | 1/9/2026 | 140500 | WILLIAMS, JUDES | 12/13/25 | 12/13/2025 | CMSC OUTREACH - MILEAGE 12 | 19.60 | 19.60 |
| | Voucher: | | | | | | | |
| 395926 | 1/9/2026 | 127327 | WINDSTREAM - PAETEC | 77327515 | 12/27/2025 | ACCT# 200187730 - TELEPHONE | 2,842.02 | 2,842.02 |
| | Voucher: | | | | | | | |
| 395927 | 1/9/2026 | 124678 | YOUNGBLOOD & ASSOCIATES | 2706A | 12/23/2025 | POLYGRAPH EXAMINATION SER | 700.00 | |
| | Voucher: | | | 2708A | 12/23/2025 | POLYGRAPH EXAMINATION SER | 350.00 | |
| | | | | 2709A | 12/23/2025 | POLYGRAPH EXAMINATION SER | 350.00 | 1,400.00 |
| 395928 | 1/9/2026 | 138125 | Z3 SAFETY | INV-10580 | 12/26/2025 | FIRST AID SUPPLIES - FINANCE | 95.00 | |
| | Voucher: | | | INV-10581 | 12/26/2025 | FIRST AID SUPPLIES - PW & HR | 95.00 | 190.00 |
| 30004664 | 1/9/2026 | 102097 | INTERNAL REVENUE SERVICE | Ben1764361 | 1/9/2026 | FEDERAL TAX: PAYMENT | 389,411.43 | 389,411.43 |
| | Voucher: | | | | | | | |
| 30004665 | 1/9/2026 | 101533 | EMPLOYMENT DEVELOPMENT D | Ben1764363 | 1/9/2026 | STATE TX: PAYMENT | 126,725.95 | 126,725.95 |
| | Voucher: | | | | | | | |
| 30004666 | 1/9/2026 | 133773 | SLS EXPERTPAY | Ben1764365 | 1/9/2026 | CHILD SUPPORT: PAYMENT | 2,236.13 | 2,236.13 |
| | Voucher: | | | | | | | |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 30004667 | 1/9/2026 | 131398 | VOYA/BPAS RHSP HRA019 | Ben1764367 | 1/9/2026 | VOYA HEALTH SAVINGS PLAN: P | 155,334.23 | 155,334.23 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 1,474,105.56

287 checks in this report.

Grand Total All Checks: 2,381,603.12

Bank : space BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 100 | 1/16/2026 | 137273 | THE CORBIN GROUP | 26 | 12/1/2025 | CONSULTING SERVICES - NOVE | 5,600.00 | |
| | Voucher: | | | 27 | 1/1/2026 | CONSULTING SERVICES - DECE | 5,600.00 | 11,200.00 |
| | | | | | | **Sub total for BANK OF THE WEST:** | | 11,200.00 |

**Bank : bow BANK OF THE WEST**

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 2782 | 1/13/2026 | 131768 | DOWNTOWN DOWNEY CBD | NOV-DEC/25 | 1/5/2026 | WIRE TRANSFER | 80,070.72 | 80,070.72 |
| | Voucher: | | | | | | | |
| 2783 | 1/13/2026 | 131398 | VOYA/BPAS RHSP HRA019 | JANUARY/26 | 1/12/2026 | WIRE TRANSFER | 155,334.23 | 155,334.23 |
| | Voucher: | | | | | | | |
| 2784 | 1/13/2026 | 104564 | US BANK TRUST NATIONAL ASSN | 8013553 | 1/6/2026 | WIRE TRANSFER | 2,475.00 | 2,475.00 |
| | Voucher: | | | | | | | |
| 2785 | 1/13/2026 | 102043 | ICMA | DECEMBER/25 | 1/7/2026 | WIRE TRANSFER - CONTRIBUTI( | 106,267.57 | 106,267.57 |
| | Voucher: | | | | | | | |
| 2786 | 1/13/2026 | 114154 | JP MORGAN CHASE BANK | JANUARY/26 | 1/14/2026 | WIRE TRANSFER | 51,189.81 | 51,189.81 |
| | Voucher: | | | | | | | |
| | | | | | | **Sub total for BANK OF THE WEST:** | | 395,337.33 |

**Bank : ebow BANK OF THE WEST**

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 15468 | 1/16/2026 | 100158 | ALIN PARTY SUPPLY | 771803 | 12/5/2025 | EFT - SUPPLIES - VOLUNTEER H | 111.78 | 111.78 |
| | Voucher: | | | | | | | |
| 15469 | 1/16/2026 | 135358 | ARTNET-IT CORP. | 25-12-2 | 1/5/2026 | EFT - SPECIALIZED INFORMATIC | 3,075.00 | |
| | Voucher: | | | 25-12-2-DS2 | 1/5/2026 | EFT - SPECIALIZED INFORMATIC | 2,432.00 | |
| | | | | 25-12-2-DS3 | 1/5/2026 | EFT - SPECIALIZED INFORMATIC | 2,660.00 | |
| | | | | 25-12-2-SSA | 1/5/2026 | EFT - SPECIALIZED INFORMATIC | 880.00 | |
| | | | | 25-12-2-DS4 | 1/5/2026 | EFT - SPECIALIZED INFORMATIC | 1,605.50 | |
| | | | | 25-12-2-DS5 | 1/5/2026 | EFT - SPECIALIZED INFORMATIC | 2,501.54 | 13,154.04 |
| 15470 | 1/16/2026 | 110278 | BARDEN-PARSLEY, TIFFANY | 32794 - 5 OF 5 | 1/13/2026 | EFT - INSTRUCTOR FEE | 861.31 | |
| | Voucher: | | | 32795 - 5 OF 5 | 1/13/2026 | EFT - INSTRUCTOR FEE | 883.40 | |
| | | | | 32796 - 5 OF 5 | 1/13/2026 | EFT - INSTRUCTOR FEE | 479.36 | 2,224.07 |
| 15471 | 1/16/2026 | 131928 | BTI COMMUNICATIONS GROUP, L | 81694 | 11/19/2025 | EFT - ANNUAL SECURITY MONIT | 599.88 | |
| | Voucher: | | | 81620 | 11/12/2025 | EFT - MONTHLY MONITORING SE | 49.99 | |
| | | | | 82003 | 12/12/2025 | EFT - MONTHLY MONITORING SE | 49.99 | 699.86 |
| 15472 | 1/16/2026 | 121643 | CIR, INC | BSPC2025123101 | 12/31/2025 | EFT - PROFESSIONAL PLAN REV | 138,645.68 | 138,645.68 |
| | Voucher: | | | | | | | |
| 15473 | 1/16/2026 | 136276 | DANCE TO YOUR HEART'S DELIC | 12/18 - 12/21/25 | 1/7/2026 | EFT - SETTLEMENT - THE NUTCI | 30,623.95 | 30,623.95 |
| | Voucher: | | | | | | | |
| 15474 | 1/16/2026 | 106132 | DELTA DENTAL | BE006878574A | 12/25/2025 | EFT - ADMIN FEE 12/01 - 12/31/25 | 44.40 | |
| | Voucher: | | | BE006878787C | 12/25/2025 | EFT - CLAIMS 12/19 - 12/25/25 AC | 6,179.85 | |
| | | | | BE006892407C | 1/8/2026 | EFT - CLAIMS 1/02 - 01/08/26 ACT | 8,866.05 | |
| | | | | BE006878787A | 12/25/2025 | EFT - ADMIN FEE 12/01 - 12/31/25 | 3,041.40 | |
| | | | | BE006889097C | 1/1/2026 | EFT - ACTIVE 12/26 - 01/01/26 | 4,941.50 | |
| | | | | BE006862529C | 12/18/2025 | EFT - CLAIMS 12/12 - 12/18/25 AC | 779.50 | 23,852.70 |
| 15475 | 1/16/2026 | 120626 | GK & ASSOCIATES | 25-093MT | 11/30/2025 | EFT - CIP NO.22-23 RESIDENTIAI | 2,300.66 | |
| | Voucher: | | | 25-085MT | 10/31/2025 | EFT - CIP NO.22-23 RESIDENTIAI | 1,351.46 | |
| | | | | 25-101MT | 12/31/2025 | EFT - CIP NO.22-23 RESIDENTIAI | 4,859.77 | 8,511.89 |
| 15476 | 1/16/2026 | 102028 | HUMAN SERVICES ASSOCIATION | 12312526 | 1/9/2026 | EFT - SENIOR DINNERS SERVEI | 1,753.75 | 1,753.75 |
| | Voucher: | | | | | | | |
| 15477 | 1/16/2026 | 134741 | IBOOKPARK, INC. | DCL-2025121101 | 12/19/2025 | EFT - BOOKS | 223.21 | 223.21 |
| | Voucher: | | | | | | | |

**Bank : ebow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 15487 | 1/16/2026 | 102078 | INGRAM LIBRARY SERVICES LLC | 92170151 | 11/21/2025 | EFT - SUPPLIES | 185.31 | |
| | Voucher: | | | 92170134 | 11/21/2025 | EFT - BOOKS | 12.96 | |
| | | | | 92799804 | 12/14/2025 | EFT - SUPPLIES | 0.61 | |
| | | | | 92170135 | 11/21/2025 | EFT - BOOKS | 19.45 | |
| | | | | 92170136 | 11/21/2025 | EFT - BOOKS | 25.90 | |
| | | | | 92170137 | 11/21/2025 | EFT - BOOKS | 42.00 | |
| | | | | 92170138 | 11/21/2025 | EFT - BOOKS | 61.42 | |
| | | | | 92170139 | 11/21/2025 | EFT - BOOKS | 11.84 | |
| | | | | 92170140 | 11/21/2025 | EFT - BOOKS | 53.74 | |
| | | | | 92170163 | 11/21/2025 | EFT - SUPPLIES | 64.64 | |
| | | | | 93080759 | 12/22/2025 | EFT - SUPPLIES | 38.79 | |
| | | | | 93123816 | 12/22/2025 | EFT - SUPPLIES | 386.16 | |
| | | | | 93134793 | 12/24/2025 | EFT - SUPPLIES | 12.93 | |
| | | | | 93180478 | 12/26/2025 | EFT - SUPPLIES | 12.93 | |
| | | | | 93180474 | 12/26/2025 | EFT - SUPPLIES | 60.33 | |
| | | | | 93180465 | 12/26/2025 | EFT - SUPPLIES | 90.50 | |
| | | | | 93180432 | 12/26/2025 | EFT - SUPPLIES | 34.48 | |
| | | | | 93180424 | 12/26/2025 | EFT - SUPPLIES | 4.31 | |
| | | | | 93173750 | 12/26/2025 | EFT - SUPPLIES | 12.93 | |
| | | | | 93249406 | 12/29/2025 | EFT - SUPPLIES | 12.93 | |
| | | | | 93249408 | 12/29/2025 | EFT - SUPPLIES | 4.31 | |
| | | | | 93249414 | 12/29/2025 | EFT - SUPPLIES | 38.79 | |
| | | | | 93286547 | 12/30/2025 | EFT - SUPPLIES | 107.74 | |
| | | | | 93298977 | 12/30/2025 | EFT - SUPPLIES | 8.62 | |
| | | | | 93298979 | 12/30/2025 | EFT - SUPPLIES | 8.62 | |
| | | | | 93298984 | 12/30/2025 | EFT - SUPPLIES | 43.10 | |
| | | | | 93333898 | 12/31/2025 | EFT - SUPPLIES | 12.93 | |
| | | | | 93361858 | 1/2/2026 | EFT - SUPPLIES | 0.61 | |
| | | | | 93369201 | 1/2/2026 | EFT - SUPPLIES | 331.83 | |
| | | | | 93369204 | 1/2/2026 | EFT - SUPPLIES | 12.93 | |
| | | | | 93490049 | 1/6/2026 | EFT - SUPPLIES | 21.55 | |
| | | | | 93490044 | 1/6/2026 | EFT - SUPPLIES | 12.93 | |
| | | | | 93490040 | 1/6/2026 | EFT - SUPPLIES | 4.31 | |
| | | | | 93490038 | 1/6/2026 | EFT - SUPPLIES | 43.10 | |
| | | | | 93490030 | 1/6/2026 | EFT - SUPPLIES | 1.22 | |

Bank : ebow BANK OF THE WEST (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|
| | | | 92170155 | 11/21/2025 | EFT- BOOKS | 11.82 | |
| | | | 93173748 | 12/26/2025 | EFT- BOOKS | 18.62 | |
| | | | 93173749 | 12/26/2025 | EFT- BOOKS | 17.44 | |
| | | | 93180423 | 12/26/2025 | EFT- BOOKS | 21.50 | |
| | | | 93180425 | 12/26/2025 | EFT- BOOKS | 7.66 | |
| | | | 93180426 | 12/26/2025 | EFT- BOOKS | 32.15 | |
| | | | 93180427 | 12/26/2025 | EFT- BOOKS | 13.21 | |
| | | | 93180428 | 12/26/2025 | EFT- BOOKS | 26.10 | |
| | | | 93180429 | 12/26/2025 | EFT- BOOKS | 19.65 | |
| | | | 93180454 | 12/26/2025 | EFT - SUPPLIES | 21.55 | |
| | | | 93180449 | 12/26/2025 | EFT - SUPPLIES | 25.86 | |
| | | | 93180444 | 12/26/2025 | EFT - SUPPLIES | 12.93 | |
| | | | 93180440 | 12/26/2025 | EFT - SUPPLIES | 43.10 | |
| | | | 92170156 | 11/21/2025 | EFT- BOOKS | 10.90 | |
| | | | 92170157 | 11/21/2025 | EFT- BOOKS | 21.38 | |
| | | | 92170158 | 11/21/2025 | EFT- BOOKS | 96.64 | |
| | | | 92170159 | 11/21/2025 | EFT- BOOKS | 13.15 | |
| | | | 92170160 | 11/21/2025 | EFT- BOOKS | 22.84 | |
| | | | 92170161 | 11/21/2025 | EFT- BOOKS | 23.58 | |
| | | | 92170162 | 11/21/2025 | EFT- BOOKS | 12.54 | |
| | | | 92170133 | 11/21/2025 | EFT - BOOKS | 14.36 | |
| | | | 92799803 | 12/14/2025 | EFT- BOOKS | 19.96 | |
| | | | 93080752 | 12/22/2025 | EFT- BOOKS | 7.57 | |
| | | | 93080753 | 12/22/2025 | EFT- BOOKS | 12.81 | |
| | | | 93080754 | 12/22/2025 | EFT- BOOKS | 26.85 | |
| | | | 93080755 | 12/22/2025 | EFT- BOOKS | 36.98 | |
| | | | 93080756 | 12/22/2025 | EFT- BOOKS | 20.70 | |
| | | | 93080757 | 12/22/2025 | EFT- BOOKS | 11.56 | |
| | | | 93080758 | 12/22/2025 | EFT- BOOKS | 51.15 | |
| | | | 93120976 | 12/23/2025 | EFT- BOOKS | 15.45 | |
| | | | 93134792 | 12/24/2025 | EFT- BOOKS | 46.76 | |
| | | | 93173747 | 12/26/2025 | EFT- BOOKS | 27.59 | |
| | | | 93180430 | 12/26/2025 | EFT- BOOKS | 12.33 | |
| | | | 93180433 | 12/26/2025 | EFT- BOOKS | 51.14 | |
| | | | 93180434 | 12/26/2025 | EFT- BOOKS | 13.38 | |

Bank : ebow BANK OF THE WEST (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|
| | | | 93180435 | 12/26/2025 | EFT- BOOKS | 24.60 | |
| | | | 93180436 | 12/26/2025 | EFT- BOOKS | 11.49 | |
| | | | 93180437 | 12/26/2025 | EFT- BOOKS | 19.83 | |
| | | | 93180438 | 12/26/2025 | EFT- BOOKS | 12.79 | |
| | | | 93180439 | 12/26/2025 | EFT- BOOKS | 12.44 | |
| | | | 93180441 | 12/26/2025 | EFT- BOOKS | 19.78 | |
| | | | 93180442 | 12/26/2025 | EFT- BOOKS | 8.83 | |
| | | | 93180443 | 12/26/2025 | EFT- BOOKS | 12.48 | |
| | | | 93180445 | 12/26/2025 | EFT- BOOKS | 21.96 | |
| | | | 93180446 | 12/26/2025 | EFT- BOOKS | 54.50 | |
| | | | 93180447 | 12/26/2025 | EFT- BOOKS | 12.02 | |
| | | | 93180448 | 12/26/2025 | EFT- BOOKS | 21.09 | |
| | | | 93180450 | 12/26/2025 | EFT- BOOKS | 20.50 | |
| | | | 93180451 | 12/26/2025 | EFT- BOOKS | 15.16 | |
| | | | 93180452 | 12/26/2025 | EFT- BOOKS | 20.18 | |
| | | | 93180453 | 12/26/2025 | EFT- BOOKS | 27.48 | |
| | | | 93180455 | 12/26/2025 | EFT- BOOKS | 12.65 | |
| | | | 93180456 | 12/26/2025 | EFT- BOOKS | 124.72 | |
| | | | 93180457 | 12/26/2025 | EFT- BOOKS | 16.22 | |
| | | | 93180458 | 12/26/2025 | EFT- BOOKS | 116.17 | |
| | | | 93180459 | 12/26/2025 | EFT- BOOKS | 29.50 | |
| | | | 93180460 | 12/26/2025 | EFT- BOOKS | 12.61 | |
| | | | 93180461 | 12/26/2025 | EFT- BOOKS | 38.79 | |
| | | | 93180462 | 12/26/2025 | EFT- BOOKS | 19.61 | |
| | | | 93180463 | 12/26/2025 | EFT- BOOKS | 13.20 | |
| | | | 93180464 | 12/26/2025 | EFT- BOOKS | 33.63 | |
| | | | 93180466 | 12/26/2025 | EFT- BOOKS | 16.47 | |
| | | | 93180467 | 12/26/2025 | EFT- BOOKS | 77.03 | |
| | | | 93180468 | 12/26/2025 | EFT- BOOKS | 18.86 | |
| | | | 93180469 | 12/26/2025 | EFT- BOOKS | 20.01 | |
| | | | 93180470 | 12/26/2025 | EFT- BOOKS | 12.53 | |
| | | | 93180471 | 12/26/2025 | EFT- BOOKS | 35.11 | |
| | | | 93180472 | 12/26/2025 | EFT- BOOKS | 30.98 | |
| | | | 93180473 | 12/26/2025 | EFT- BOOKS | 50.61 | |
| | | | 93180475 | 12/26/2025 | EFT- BOOKS | 16.99 | |

**Bank : ebow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| | | | | 93180476 | 12/26/2025 | EFT- BOOKS | 14.82 | |
| | | | | 93180477 | 12/26/2025 | EFT- BOOKS | 42.42 | |
| | | | | 92170141 | 11/21/2025 | EFT - BOOKS | 64.90 | |
| | | | | 92170142 | 11/21/2025 | EFT - BOOKS | 41.07 | |
| | | | | 92170143 | 11/21/2025 | EFT - BOOKS | 33.14 | |
| | | | | 92170144 | 11/21/2025 | EFT - BOOKS | 80.66 | |
| | | | | 92170145 | 11/21/2025 | EFT - BOOKS | 12.99 | |
| | | | | 92170146 | 11/21/2025 | EFT - BOOKS | 12.36 | |
| | | | | 92170147 | 11/21/2025 | EFT - BOOKS | 10.81 | |
| | | | | 92170148 | 11/21/2025 | EFT - BOOKS | 39.74 | |
| | | | | 92170149 | 11/21/2025 | EFT - BOOKS | 28.45 | |
| | | | | 92170150 | 11/21/2025 | EFT - BOOKS | 12.55 | |
| | | | | 92170152 | 11/21/2025 | EFT- BOOKS | 22.58 | |
| | | | | 92170154 | 11/21/2025 | EFT- BOOKS | 9.44 | |
| | | | | 93180431 | 12/26/2025 | EFT- BOOKS | 13.46 | |
| | | | | 93236239 | 12/29/2025 | EFT- BOOKS | 17.61 | |
| | | | | 93249404 | 12/29/2025 | EFT- BOOKS | 24.42 | |
| | | | | 93249405 | 12/29/2025 | EFT- BOOKS | 13.82 | |
| | | | | 93249407 | 12/29/2025 | EFT- BOOKS | 17.61 | |
| | | | | 93249409 | 12/29/2025 | EFT- BOOKS | 54.24 | |
| | | | | 93249410 | 12/29/2025 | EFT- BOOKS | 12.00 | |
| | | | | 93249411 | 12/29/2025 | EFT- BOOKS | 20.54 | |
| | | | | 93249412 | 12/29/2025 | EFT- BOOKS | 14.07 | |
| | | | | 93249413 | 12/29/2025 | EFT- BOOKS | 18.22 | 4,280.70 |
| 15488 | 1/16/2026 | 139312 | JONCO ENTERPRISES INC. | 1184 | 1/5/2026 | EFT - CITYWIDE BUS STOP CLEA | 7,525.00 | |
| | Voucher: | | | 1185 | 1/5/2026 | EFT - JANITORIAL SERVICES 03/ | 36,070.27 | 43,595.27 |
| 15489 | 1/16/2026 | 139882 | LOPEZ, BRYAN A. | BL011326 | 1/13/2026 | EFT - LEAD OFFICIAL DLEAGE & | 660.00 | 660.00 |
| | Voucher: | | | | | | | |
| 15490 | 1/16/2026 | 121161 | MIRANDA, MARIO TONY | 33745 - 1 OF 2 | 1/13/2026 | EFT - INSTRUCTOR FEE | 257.60 | |
| | Voucher: | | | 33747 - 1 OF 2 | 1/13/2026 | EFT - INSTRUCTOR FEE | 313.60 | 571.20 |
| 15491 | 1/16/2026 | 126174 | OCEAN BLUE ENVIRONMENTAL S | 42296 | 12/18/2025 | EFT - HAZARDOUS WASTE REMI | 6,449.74 | |
| | Voucher: | | | 42284 | 12/19/2025 | EFT - HAZARDOUS WASTE REMI | 1,627.74 | |
| | | | | 42268 | 12/19/2025 | EFT - HAZARDOUS WASTE REMI | 6,872.53 | 14,950.01 |
| 15492 | 1/16/2026 | 124835 | RAMIREZ, BRYAN | 1/09/26 | 1/2/2026 | EFT - ADAPTIVE RECREATION D. | 500.00 | 500.00 |
| | Voucher: | | | | | | | |

**Bank : ebow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 15493 | 1/16/2026 | 133031 | RBL PLUMBING | 1353 | 11/10/2025 | EFT - FIREHOUSE#3 | 140.00 | |
| | Voucher: | | | 1355 | 11/17/2025 | EFT - RIO HONDO CTRY CLUB | 194.99 | |
| | | | | 1356 | 11/19/2025 | EFT - DOWNEY WATER MAINTEN | 140.00 | |
| | | | | 1361 | 1/8/2026 | EFT - WILDERNESS PARK | 725.50 | 1,200.49 |
| 15494 | 1/16/2026 | 139823 | RODRIGUEZ JANITORIAL, SERVI | INV10370 | 1/5/2026 | EFT - JANITORIAL SERVICES FY | 4,000.00 | 4,000.00 |
| | Voucher: | | | | | | | |
| 15495 | 1/16/2026 | 139764 | ROSS, AMAR | AR011326 | 1/13/2026 | EFT - REFEREE FOR YOUTH FAL | 1,050.00 | 1,050.00 |
| | Voucher: | | | | | | | |
| 15496 | 1/16/2026 | 123451 | SOUTHERN COUNTIES FUELS | IN-0000817202 | 12/16/2025 | EFT - FUEL | 24,651.89 | 24,651.89 |
| | Voucher: | | | | | | | |
| 15497 | 1/16/2026 | 123451 | SOUTHERN COUNTIES FUELS | IN-0000269180 | 12/30/2025 | EFT - FUEL | 1,269.26 | |
| | Voucher: | | | IN-0000261773 | 12/16/2025 | EFT - FUEL | 1,269.33 | 2,538.59 |
| 15498 | 1/16/2026 | 120747 | VENUETECH MANAGEMENT GR | 20184028 | 1/6/2026 | EFT - DOWNEY THEATRE - LABC | 296.68 | |
| | Voucher: | | | 20184021 | 1/6/2026 | EFT - DOWNEY THEATRE - MAN/ | 3,472.88 | |
| | | | | 20184015 | 1/6/2026 | EFT - DOWNEY THEATRE - MAN/ | 24,078.60 | |
| | | | | 20184024 | 1/6/2026 | EFT - DOWNEY THEATRE - LABC | 52,445.98 | 80,294.14 |
| 15499 | 1/16/2026 | 137833 | VERDANT LANDSCAPING, INC. | 13854 | 9/8/2025 | EFT - 4TH ST ALLEY WEED ABAT | 725.00 | 725.00 |
| | Voucher: | | | | | | | |
| 15500 | 1/16/2026 | 104735 | WATER REPLENISHMENT DISTRI | NOV/25 | 1/6/2026 | EFT - MONTH ENDING NOVEMBE | 460,505.82 | 460,505.82 |
| | Voucher: | | | | | | | |
| 15501 | 1/16/2026 | 136118 | WISHING WELL ENTERTAINMEN | 11/12/26 | 1/12/2026 | EFT - FAMILY NIGHT 2/17/26 | 190.00 | 190.00 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 859,514.04

**Bank : espace BANK OF THE WEST**

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 50001 | 1/16/2026 | 136001 | GONZALEZ, NADIA | 20 | 1/5/2026 | EFT - DECEMBER PR/COMMUNI( | 6,500.00 | 6,500.00 |
| | Voucher: | | | | | | | |
| 50002 | 1/16/2026 | 128404 | THE SAUCE CREATIVE SERV CO | 7975 | 1/13/2026 | EFT - CMSC COLUMN WRAP | 1,217.70 | 1,217.70 |
| | Voucher: | | | | | | | |
| | | | | | | **Sub total for BANK OF THE WEST:** | | 7,717.70 |

Bank : bow BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395929 | 1/16/2026 | 140573 | 4 SEASONS ROOFING INC., ATTN | 2-00760156 | 1/6/2026 | REFUND C&D DEPOSIT BLD-25-( | 1,500.00 | 1,500.00 |
| | Voucher: | | | | | | | |
| 395930 | 1/16/2026 | 113692 | A&G SALES | 46614 | 12/15/2025 | REMOVE, REPLACE KEYPAD - W | 1,136.92 | |
| | Voucher: | | | 46613 | 12/15/2025 | REPAIR 3 HOLES ON 6' FENCE - | 395.00 | |
| | | | | 46612 | 12/15/2025 | REPAIR BOTTON RAIL ON FENCI | 325.00 | 1,856.92 |
| 395931 | 1/16/2026 | 138933 | ACADEMY WORLDWIDE, LLC | 1026 | 1/2/2026 | DEC 2025 JIU JITSU CLASSES | 2,000.00 | 2,000.00 |
| | Voucher: | | | | | | | |
| 395932 | 1/16/2026 | 137521 | ACCESSO SHOWARE | 4319.5 | 12/31/2025 | TICKET PROCESSING FEES - FY | 4,319.50 | 4,319.50 |
| | Voucher: | | | | | | | |
| 395933 | 1/16/2026 | 139703 | AFFORDABLE GENERATOR, SER | 28662 | 12/12/2025 | CHECK GENERATOR ISSUES ON | 444.80 | |
| | Voucher: | | | 28243 | 10/14/2025 | CHECK GENERATOR STARTING | 450.40 | 895.20 |
| 395934 | 1/16/2026 | 133653 | AGA ENGINEERS, INC. | 25108-IN | 3/31/2025 | DOWNTOWN TRAFFIC ENGINEE | 840.00 | |
| | Voucher: | | | 24362-IN | 11/30/2024 | DOWNTOWN TRAFFIC ENGINEE | 6,540.00 | 7,380.00 |
| 395935 | 1/16/2026 | 123292 | AIR EXCHANGE, INC. | 91616191 | 11/28/2025 | FLANGE, HOSE, HOSECLAMP | 1,614.62 | 1,614.62 |
| | Voucher: | | | | | | | |
| 395936 | 1/16/2026 | 107157 | AIR SOURCE INDUSTRIES | 971708 | 12/31/2025 | CYLINDER RENTAL - SEAACA | 176.70 | |
| | Voucher: | | | 971498 | 12/31/2025 | CYLINDER RENTAL | 794.62 | |
| | | | | 971744 | 12/31/2025 | CYLINDER RENTAL | 327.70 | 1,299.02 |
| 395937 | 1/16/2026 | 100163 | ALL CITY MANAGEMENT SERVIC | 105847 | 12/25/2025 | CROSSING GUARD SERVICES F | 17,323.46 | 17,323.46 |
| | Voucher: | | | | | | | |
| 395938 | 1/16/2026 | 140577 | ALLENSWORTH, JEFF | 2-00758021 | 1/6/2026 | REFUND C&D DEPOSIT BLD-24-( | 2,718.64 | 2,718.64 |
| | Voucher: | | | | | | | |
| 395939 | 1/16/2026 | 140305 | AMERICAN ELECTRIC SUPPLY | S2105744.003 | 12/16/2025 | DECORATIVE STREET LIGHT PO | 10,077.27 | 10,077.27 |
| | Voucher: | | | | | | | |
| 395940 | 1/16/2026 | 107767 | AMTECH ELEVATOR SERVICE | 151402192399 | 12/15/2025 | MAINTENANCE 1/1 - 3/31/26 - 843 | 412.11 | 412.11 |
| | Voucher: | | | | | | | |
| 395941 | 1/16/2026 | 100295 | AQUA-METRIC SALES COMPANY | INV0111875 | 12/26/2025 | WATER METERS AND RADIO EQ | 112,037.50 | 112,037.50 |
| | Voucher: | | | | | | | |
| 395942 | 1/16/2026 | 125759 | AQUASANI WATER | HHH020008149 | 1/5/2026 | WATER SERVICE - FIRE DEPT | 60.94 | |
| | Voucher: | | | HHH020008148 | 1/5/2026 | WATER SERVICE - FINANCE DEF | 80.92 | 141.86 |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395943 | 1/16/2026 | 133964 | ARAMSCO, INC. | S7379092.001 | 10/30/2025 | SUPPLIES | 1,040.66 | |
| | Voucher: | | | S7379113.001 | 10/30/2025 | SUPPLIES | 2,927.73 | |
| | | | | S7366737.001 | 10/23/2025 | SUPPLIES | 2,968.97 | |
| | | | | S7379129.001 | 10/30/2025 | SUPPLIES | 985.79 | |
| | | | | S7460415.001 | 12/18/2025 | SUPPLIES | 2,532.55 | |
| | | | | S7468754.001 | 12/29/2025 | SUPPLIES | 1,769.55 | |
| | | | | S7476838.001 | 1/5/2026 | SUPPLIES | 1,488.70 | |
| | | | | S7476846.001 | 1/5/2026 | SUPPLIES | 1,268.77 | |
| | | | | S7460397.001 | 12/18/2025 | SUPPLIES | 1,335.38 | |
| | | | | S7366746.001 | 10/23/2025 | SUPPLIES | 836.64 | 17,154.74 |
| 395944 | 1/16/2026 | 140543 | ARCHULETA, M | 26-03007 | 11/19/2025 | REFUND DEPOSIT - FELINE S/N | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 395945 | 1/16/2026 | 140190 | ASROC | 2-00767800RPLCI | 10/13/2025 | REFUND C&D DEPOSIT BLD-25-( | 2,500.00 | 2,500.00 |
| | Voucher: | | | | | | | |
| 395946 | 1/16/2026 | 114463 | AT&T | DEC/25 | 12/26/2025 | ACCT# 287343698778 - 11/27 - 12 | 16,437.97 | 16,437.97 |
| | Voucher: | | | | | | | |
| 395947 | 1/16/2026 | 114463 | AT&T | 248 134-5115/JAN | 1/1/2026 | 248 134-5115 167 2 - 01/01 - 01/31 | 13.37 | 13.37 |
| | Voucher: | | | | | | | |
| 395948 | 1/16/2026 | 136032 | ATHENS SERVICES | 20914391 | 1/1/2026 | STREET SWEEPING REFUSE DIS | 17,526.00 | 17,526.00 |
| | Voucher: | | | | | | | |
| 395949 | 1/16/2026 | 121792 | BARBARA'S ANSWERING SERVIC | 251200593101 | 1/1/2026 | ANSWERING SERVICE - SEAACA | 1,059.60 | 1,059.60 |
| | Voucher: | | | | | | | |
| 395950 | 1/16/2026 | 129822 | BEALS-RADAC, SHANNON | 1/06/26 | 1/9/2026 | CONTRACTED VET SERVICES | 1,000.00 | |
| | Voucher: | | | 1/08/26 | 1/9/2026 | CONTRACTED VET SERVICES | 1,000.00 | 2,000.00 |
| 395951 | 1/16/2026 | 110102 | BEE EMERGENCY RESPONSE TE | 32218 | 12/19/2025 | BEE HIVE REMOVAL FORM TREE | 105.00 | 105.00 |
| | Voucher: | | | | | | | |
| 395952 | 1/16/2026 | 114093 | BEST BEST & KRIEGER | 1049697 | 1/6/2026 | DEC 2025 PROFESSIONAL SERV | 1,271.00 | |
| | Voucher: | | | 1049698 | 1/6/2026 | DECEMBER PROFESSIONAL SEI | 155.00 | 1,426.00 |
| 395953 | 1/16/2026 | 112520 | BILL'S SOUND & SECURITY | 47192 | 12/24/2025 | SECURITY SYSTEM REPAIR PAN | 405.00 | 405.00 |
| | Voucher: | | | | | | | |
| 395954 | 1/16/2026 | 126130 | BLUE VIOLET NETWORKS, LLC | H79164 | 1/9/2026 | DECEMBER 25 SIP TRUNKS, DID | 56.00 | 56.00 |
| | Voucher: | | | | | | | |
| 395955 | 1/16/2026 | 100521 | BOB MARDIGIAN FLOOR COVERI | 122925 | 12/29/2025 | INSTALL CARPET TILE IN 1 OFFI( | 1,850.00 | 1,850.00 |
| | Voucher: | | | | | | | |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395956 | 1/16/2026 | 124666 | CAL ASSOC OF TACTICAL OFFICI | 12/2 - 12/4/25 | 12/10/2025 | SKOLL, URGARTE, ZUNIGA - TUI | 1,875.00 | 1,875.00 |
| | Voucher: | | | | | | | |
| 395957 | 1/16/2026 | 100646 | CALACT | 2026-214 | 1/14/2026 | 2026 MEMBERSHIP DUES | 880.00 | 880.00 |
| | Voucher: | | | | | | | |
| 395958 | 1/16/2026 | 100657 | CALIFORNIA BUILDING OFFICIAL | 20819 | 12/12/2025 | WEBSIT JOB POSTING | 465.00 | 465.00 |
| | Voucher: | | | | | | | |
| 395959 | 1/16/2026 | 100701 | CALMAT/INDUSTRIAL ASPHALT | 5383942 | 12/31/2025 | PG64-10 | 389.84 | 389.84 |
| | Voucher: | | | | | | | |
| 395960 | 1/16/2026 | 140571 | CANAS, MARIA | 2-00748249 | 1/6/2026 | REFUND C&D DEPOSIT BLD-23-( | 3,940.44 | 3,940.44 |
| | Voucher: | | | | | | | |
| 395961 | 1/16/2026 | 140397 | CELLEBRITE INC. | INVUS292768 | 11/20/2025 | INSEYETS ONLINE PRO UFED SI | 11,215.75 | 11,215.75 |
| | Voucher: | | | | | | | |
| 395962 | 1/16/2026 | 126128 | CINTAS CORPORATION NO.3 | 4253926446 | 12/22/2025 | SCRAPER, MAT, UNIFORM | 270.55 | |
| | Voucher: | | | 4254598708 | 12/29/2025 | SCRAPER, MAT, UNIFORM | 357.53 | |
| | | | | 4254937328 | 12/31/2025 | SCRAPER, MAT, AIR SVC, TRASH | 63.83 | |
| | | | | 4255100951 | 1/2/2026 | TOWELS | 35.00 | |
| | | | | 4255422642 | 1/5/2026 | SCRAPER, MAT, UNIFORM | 227.06 | |
| | | | | 4255423259 | 1/5/2026 | SCRAPER, MAT, UNIFORM | 429.71 | |
| | | | | 4255444950 | 1/5/2026 | TOWELS | 35.00 | |
| | | | | 4255422982 | 1/5/2026 | SCRAPER, TOWEL, MAT, UNFOR | 55.97 | |
| | | | | 4255615465 | 1/7/2026 | SCRAPER, MAT, AIR SVC, TRASH | 63.83 | |
| | | | | 4253926716 | 12/22/2025 | TOWELS, UNIFORM | 437.42 | |
| | | | | 4254313624 | 12/24/2025 | SCRAPER, MAT, AIR SVC, TRASH | 63.83 | 2,039.73 |
| 395963 | 1/16/2026 | 128276 | CINTAS FIRST AID & SAFETY | 4255101100 | 1/2/2026 | TOWELS | 95.13 | |
| | Voucher: | | | 4255101519 | 1/2/2026 | TOWELS | 35.00 | 130.13 |
| 395964 | 1/16/2026 | 102013 | CITY OF MONTEBELLO | 8/21/25 | 8/21/2025 | REIMBURSEMENT FOR RTF-2 M( | 7,130.00 | 7,130.00 |
| | Voucher: | | | | | | | |
| 395965 | 1/16/2026 | 122692 | CLUB PROPHET SYSTEMS | INV3759390 | 1/1/2026 | JANUARY SUBSCRIPTION SERV | 393.00 | 393.00 |
| | Voucher: | | | | | | | |
| 395966 | 1/16/2026 | 133787 | CM WASH EQUIPMENT | 33401 | 12/26/2025 | PRESSURE HOSE | 325.98 | 325.98 |
| | Voucher: | | | | | | | |
| 395967 | 1/16/2026 | 121935 | COMMLINE INC. | 520898-IN | 12/30/2025 | JPCC GENERAL TECHNICAL ANI | 2,928.45 | |
| | Voucher: | | | 520897-IN | 12/30/2025 | SERVICE AGREEMENT - PORTAI | 2,413.00 | |
| | | | | 521630-IN | 1/6/2026 | XL-PFM1M NA | 49,900.00 | 55,241.45 |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395968 | 1/16/2026 | 111312 | CRAFCO INC | 9403621888 | 12/12/2025 | ER COLD PATCH BAG | 2,685.16 | 2,685.16 |
| | Voucher: | | | | | | | |
| 395969 | 1/16/2026 | 139934 | CUT ONCE REMODELING | 1/08/26 | 1/8/2026 | BLD-25-02221 11614 PRUESS SA' | 627.96 | 627.96 |
| | Voucher: | | | | | | | |
| 395970 | 1/16/2026 | 113290 | DAPEER, ROSENBLIT & LITVAK, L | 25210 | 11/30/2025 | NOVEMBER 2025 - LEGAL SERVI | 13,063.40 | 13,063.40 |
| | Voucher: | | | | | | | |
| 395971 | 1/16/2026 | 110663 | DATAPROSE | DP2506542 | 12/31/2025 | UTILITY BILLING - PRINT AND M/ | 12,316.93 | 12,316.93 |
| | Voucher: | | | | | | | |
| 395972 | 1/16/2026 | 111464 | DBA: TPX COMMUNICATIONS | 188758319-0 | 12/31/2025 | ACCT# 13747 - 01/01 - 01/31/26 | 2,445.85 | 2,445.85 |
| | Voucher: | | | | | | | |
| 395973 | 1/16/2026 | 140587 | DIAMOND KLEAR, DANNY MEDR/ | 1/05/26 | 1/5/2026 | MAGICIAN - SENIOR MONDAY EI | 275.00 | 275.00 |
| | Voucher: | | | | | | | |
| 395974 | 1/16/2026 | 129052 | DIESEL EXHAUST & EMISSIONS I | 47173 | 12/19/2025 | AIR FLOW TEST, FILTER REGENI | 970.00 | |
| | Voucher: | | | 46993 | 12/3/2025 | AFT SENSOR HUB, LABOR PEFC | 764.93 | 1,734.93 |
| 395975 | 1/16/2026 | 138859 | DONCO & SONS INC. | 127031 | 11/19/2025 | FEES FOR STREET WIDENING S | 1,647.03 | 1,647.03 |
| | Voucher: | | | | | | | |
| 395976 | 1/16/2026 | 101319 | DOOLEY ENTERPRISES INC | 71174 | 1/8/2026 | AMMUNITION | 1,403.98 | |
| | Voucher: | | | 71173 | 1/8/2026 | AMMUNITION | 2,741.16 | 4,145.14 |
| 395977 | 1/16/2026 | 123392 | DOTY MIDDLE SCHOOL | 12/15/25 | 1/7/2026 | SETTLEMENT - WINTER BAND C | 1,339.08 | 1,339.08 |
| | Voucher: | | | | | | | |
| 395978 | 1/16/2026 | 111820 | DOWNEY LOS AMIGOS KIWANIS | 1ST-2ND 25/26 | 1/1/2026 | OCT-DEC 25/26, JAN-MAR 25/26, | 870.00 | 870.00 |
| | Voucher: | | | | | | | |
| 395979 | 1/16/2026 | 124528 | DOWNEY POOL SUPPLY | 253331100 | 11/25/2025 | NOV 2025 SERVICE, CLEANED F | 270.00 | 270.00 |
| | Voucher: | | | | | | | |
| 395980 | 1/16/2026 | 131594 | DOWNEY REFRIGERATION CO, | 16281 | 1/7/2026 | CONDENSER FAN MOTOR | 612.04 | |
| | Voucher: | | | 16234 | 11/24/2025 | REFIREGERANT, LIQUID DYE | 535.60 | |
| | | | | 16278 | 12/23/2025 | R-404A REFRIGERANT | 595.50 | 1,743.14 |
| 395981 | 1/16/2026 | 101383 | DOWNEY UNIFIED SCHOOL DIST | DECEMBER/25 | 1/8/2026 | SCHOOL DEVELOPMENT FEES | 63,994.26 | 63,994.26 |
| | Voucher: | | | | | | | |
| 395982 | 1/16/2026 | 109489 | DOYLE, DUSTIN | DECEMBER/25 | 1/6/2026 | CORDLESS VACUUM FOR DETE( | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 395983 | 1/16/2026 | 106533 | DUKE SERVICE CO | 409198 | 9/23/2025 | BONNET ASSY RED SAFTY HANI | 229.50 | |
| | Voucher: | | | 410172 | 10/21/2025 | SERVICE CALL - PW OFFICE BEL | 149.00 | 378.50 |
| 395984 | 1/16/2026 | 101426 | DYNACON | 1455 | 12/1/2025 | MONTHLY PLAYGROUND INSPE( | 5,000.00 | 5,000.00 |
| | Voucher: | | | | | | | |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395985 | 1/16/2026 | 128753 | EMISSIONS TEST CENTER DOWN | 40798 | 12/29/2025 | SMOG INSPECTION | 60.00 | |
| | Voucher: | | | 40795 | 12/29/2025 | SMOG INSPECTION | 60.00 | 120.00 |
| 395986 | 1/16/2026 | 139388 | ENHANCED ROOFING SOLUTION | 2-00771310 | 1/6/2026 | REFUND C&D DEPOSIT BLD-25-( | 2,500.00 | 2,500.00 |
| | Voucher: | | | | | | | |
| 395987 | 1/16/2026 | 139878 | EPIC ROOF REPLACEMENT | 2-00769110 | 1/6/2026 | REFUND C&D DEPOSIT BLD-25-( | 2,500.00 | |
| | Voucher: | | | 2-00771247 | 1/6/2026 | REFUND C&D DEPOSIT BLD-25-( | 2,500.00 | 5,000.00 |
| 395988 | 1/16/2026 | 140520 | ESTRADA, CAROL | 26-03553 | 12/17/2025 | REFUND DEPOSIT - FELINE NEU | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 395989 | 1/16/2026 | 101588 | EWING IRRIGATION PRODUCTS I | 28689549 | 12/17/2025 | SUPPLIES | 1,804.89 | |
| | Voucher: | | | 28686018 | 12/17/2025 | SUPPLIES | 1,160.22 | |
| | | | | 28725704 | 12/22/2025 | SUPPLIES | 1,347.08 | |
| | | | | 28686115 | 12/17/2025 | SUPPLIES | 272.99 | |
| | | | | 28681373 | 12/17/2025 | SUPPLIES | 1,743.90 | |
| | | | | 28725711 | 12/22/2025 | SUPPLIES | 120.41 | |
| | | | | 28541817 | 12/2/2025 | SUPPLIES | 673.01 | |
| | | | | 22429289 | 1/5/2026 | BATTERIES, VACUUM BREAKER | 600.19 | 7,722.69 |
| 395990 | 1/16/2026 | 140156 | FAITHFUL DOOR SOLUTIONS, & I | 1657 | 1/7/2026 | EMERGENCY DOOR REPAIR STA | 440.00 | 440.00 |
| | Voucher: | | | | | | | |
| 395991 | 1/16/2026 | 133821 | FAST 5 FIRESTONE 1, LLC | 962 | 12/31/2025 | DECEMBER FLEET SERVICES | 105.00 | 105.00 |
| | Voucher: | | | | | | | |
| 395992 | 1/16/2026 | 101624 | FEDEX | 9-118-57801 | 12/26/2025 | DELIVERY SERVICE | 11.60 | 11.60 |
| | Voucher: | | | | | | | |
| 395993 | 1/16/2026 | 101624 | FEDEX | 2-475-56871 | 1/1/2026 | DELIVERY SERVICE | 9.75 | 9.75 |
| | Voucher: | | | | | | | |
| 395994 | 1/16/2026 | 105561 | FIRE PROTECTION SPECIALISTS | 571765 | 12/19/2025 | REPAIR PIPE/COUPLINGS | 761.00 | 761.00 |
| | Voucher: | | | | | | | |
| 395995 | 1/16/2026 | 106567 | FIVESTAR RUBBER STAMP CO | 78169 | 1/7/2026 | TRODAT STAMP | 76.79 | 76.79 |
| | Voucher: | | | | | | | |
| 395996 | 1/16/2026 | 139477 | FLASH FOCUS BOOTH LLC | 100023 | 1/5/2026 | BRONZE PACKAGE- ADAPTIVE F | 400.00 | 400.00 |
| | Voucher: | | | | | | | |
| 395997 | 1/16/2026 | 137866 | FLOCK SAFETY | INV-65020 | 5/19/2025 | AUTOMATED LICENSE PLATE RE | 33,000.00 | 33,000.00 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 395998 | 1/16/2026 | 124664 | FM THOMAS AIR CONDITIONING | 48945 | 12/19/2025 | INSTALL AIR COMP AUTO DRAIN | 1,092.52 | |
| | Voucher: | | | 48943 | 12/19/2025 | CHECK HP3 - RHGC | 615.00 | |
| | | | | 48843 | 11/20/2025 | INSTALL CONDUIT, WIRING FIRE | 4,500.00 | |
| | | | | 48941 | 12/19/2025 | REPAIR KITCHEN EXHAUST FAN | 1,575.00 | |
| | | | | 48940 | 12/19/2025 | CHECK IN MOTOR #16 - CITY HA | 586.73 | |
| | | | | 48939 | 12/19/2025 | REPAIR DUE TO NO HEAT - LIBR. | 975.00 | |
| | | | | 48938 | 12/19/2025 | CHECK ACTUATOR - LIBRARY | 849.17 | |
| | | | | 48942 | 12/19/2025 | WALK IN COLLER SYSTEM - RHC | 615.00 | |
| | | | | 48998 | 12/11/2025 | EF FOR FORENSICS - PD | 390.50 | |
| | | | | 48917 | 12/12/2025 | HVAC MAINTENANCE 07/01/2025 | 3,326.00 | 14,524.92 |
| 395999 | 1/16/2026 | 140563 | FRAUSTO, ERIKA | Ref001764647 | 1/12/2026 | UB Refund Cst #137288 | 65.00 | 65.00 |
| | Voucher: | | | | | | | |
| 396000 | 1/16/2026 | 110402 | FROMETA, CLAUDIA | 1/27 - 1/30/26 | 1/8/2026 | PER DIEM - US CONFERENCE O | 344.00 | 344.00 |
| | Voucher: | | | | | | | |
| 396001 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-188-3603/DE( | 12/28/2025 | 209-188-3603-040391-5 - 12/28/25 | 3,908.28 | 3,908.28 |
| | Voucher: | | | | | | | |
| 396002 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-861-0770/DE( | 12/28/2025 | 562-861-0770-010168-5 - 12/28/25 | 1,611.81 | 1,611.81 |
| | Voucher: | | | | | | | |
| 396003 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-188-3604/DE( | 12/28/2025 | 209-188-3604-040491-5 - 12/28/25 | 641.89 | 641.89 |
| | Voucher: | | | | | | | |
| 396004 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-150-9696/DE( | 12/25/2025 | 209-150-9696-103097-5 - 12/25/25 | 544.60 | 544.60 |
| | Voucher: | | | | | | | |
| 396005 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-2363/DE( | 12/28/2025 | 562-904-2363-070787-5 - 12/28/25 | 390.37 | 390.37 |
| | Voucher: | | | | | | | |
| 396006 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-622-0936/DE( | 12/16/2025 | 562-622-0936-101216-5 - 12/16/25 | 376.02 | 376.02 |
| | Voucher: | | | | | | | |
| 396007 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-7226/DE( | 12/16/2025 | 562-904-7226-102715-5 - 12/16/25 | 367.68 | 367.68 |
| | Voucher: | | | | | | | |
| 396008 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-806-3857/DE( | 12/19/2025 | 562-806-3857-070804-5 - 12/19/25 | 362.01 | 362.01 |
| | Voucher: | | | | | | | |
| 396009 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-7230/DE( | 12/28/2025 | 562-904-7230-121391-5 - 12/28/25 | 321.27 | 321.27 |
| | Voucher: | | | | | | | |
| 396010 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-622-5424/DE( | 12/28/2025 | 562-622-5424-030719-5 - 12/28/25 | 303.13 | 303.13 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 396011 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-4052/DEC | 12/19/2025 | 562-904-4052-081009-5 - 12/19/25 | 213.99 | 213.99 |
| | Voucher: | | | | | | | |
| 396012 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-231-1202/JAN | 1/2/2026 | 562-231-1202-062823-5 - 01/02 - C | 178.73 | 178.73 |
| | Voucher: | | | | | | | |
| 396013 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-622-0826/DEC | 12/16/2025 | 562-622-0826-020598-5 - 12/16/25 | 155.01 | 155.01 |
| | Voucher: | | | | | | | |
| 396014 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-151-3878/JAN | 1/1/2026 | 209-151-3878-072492-5 - 01/01 - C | 145.51 | 145.51 |
| | Voucher: | | | | | | | |
| 396015 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-041-3991/DEC | 12/28/2025 | 209-041-3991-121213-5 - 12/28/25 | 131.67 | 131.67 |
| | Voucher: | | | | | | | |
| 396016 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-070-7094/DEC | 12/28/2025 | 209-070-7094-120513-5 - 12/28/25 | 131.67 | 131.67 |
| | Voucher: | | | | | | | |
| 396017 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-869-2070/DEC | 12/28/2025 | 562-869-2070-082517-5 - 12/28/25 | 124.91 | 124.91 |
| | Voucher: | | | | | | | |
| 396018 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-862-3851/DEC | 12/16/2025 | 562-862-3851-020498-5 - 12/16/25 | 124.10 | 124.10 |
| | Voucher: | | | | | | | |
| 396019 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-151-3856/DEC | 12/22/2025 | 209-151-3856-040281-5 - 12/22/25 | 122.12 | 122.12 |
| | Voucher: | | | | | | | |
| 396020 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-021-5695/DEC | 12/16/2025 | 209-021-5695-101907-5 - 12/16/25 | 121.73 | 121.73 |
| | Voucher: | | | | | | | |
| 396021 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-069-8936/DEC | 12/28/2025 | 209-069-8936-102307-5 - 12/28/25 | 113.56 | 113.56 |
| | Voucher: | | | | | | | |
| 396022 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 213-034-3734/DEC | 12/28/2025 | 213-034-3734-101807-5 - 12/28/25 | 107.58 | 107.58 |
| | Voucher: | | | | | | | |
| 396023 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-080-4906/DEC | 12/19/2025 | 209-080-4906-101707-5 - 12/19/25 | 107.58 | 107.58 |
| | Voucher: | | | | | | | |
| 396024 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-869-7531/JAN | 1/2/2026 | 562-869-7531-060717-5 - 01/02 - C | 106.36 | 106.36 |
| | Voucher: | | | | | | | |
| 396025 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-622-4731/DEC | 12/28/2025 | 562-622-4731-112097-5 - 12/28/25 | 99.77 | 99.77 |
| | Voucher: | | | | | | | |
| 396026 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-151-3871/DEC | 12/16/2025 | 209-151-3871-050892-5 - 12/16/25 | 98.10 | 98.10 |
| | Voucher: | | | | | | | |
| 396027 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-862-7119/DEC | 12/25/2025 | 562-862-7119-033078-5 - 12/25/25 | 96.74 | 96.74 |
| | Voucher: | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| 396028 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-904-7342/JAN | 1/4/2026 | 562-904-7342-101995-5 - 01/04 - C | 95.84 | 95.84 |
| | Voucher: | | | | | | | |
| 396029 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-862-2452/JAN | 1/4/2026 | 562-862-2452-121900-5 - 01/04 - C | 85.62 | 85.62 |
| | Voucher: | | | | | | | |
| 396030 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 213-048-4050/DE( | 12/25/2025 | 213-048-4050-100807-5 - 12/25/25 | 83.95 | 83.95 |
| | Voucher: | | | | | | | |
| 396031 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-151-3860/DE( | 12/19/2025 | 209-151-3860-122278-5 - 12/19/25 | 82.72 | 82.72 |
| | Voucher: | | | | | | | |
| 396032 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-806-0815/DE( | 12/13/2025 | 562-806-0815-092910-5 - 12/13/25 | 63.79 | 63.79 |
| | Voucher: | | | | | | | |
| 396033 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 209-150-2677/DE( | 12/25/2025 | 209-150-2677-020889-5 - 12/25/25 | 31.14 | 31.14 |
| | Voucher: | | | | | | | |
| 396034 | 1/16/2026 | 128119 | FRONTIER COMMUNICATIONS | 562-869-2300/JAN | 12/28/2025 | 562-869-2300-060590-5 - 12/28/25 | 0.52 | 0.52 |
| | Voucher: | | | | | | | |
| 396035 | 1/16/2026 | 130395 | GARCIA, ALEJANDRA | JAN-DECEMBER/ | 1/7/2026 | MILEAGE | 41.65 | 41.65 |
| | Voucher: | | | | | | | |
| 396036 | 1/16/2026 | 130524 | GAZDIK, ANDREW | 1/26 - 1/30/26 | 1/12/2026 | MEALS, TRAVEL - BASIC HOSTA( | 286.10 | 286.10 |
| | Voucher: | | | | | | | |
| 396037 | 1/16/2026 | 140584 | GODEAL INC. | 1/13/26 | 1/13/2026 | REFUND BUSINESS LICENSE AC | 83.44 | 83.44 |
| | Voucher: | | | | | | | |
| 396038 | 1/16/2026 | 101882 | GRAINGERS | 9749586674 | 12/19/2025 | SUPPLIES | 491.06 | |
| | Voucher: | | | 9756007861 | 12/30/2025 | SUPPLIES | 144.54 | |
| | | | | 9749479565 | 12/19/2025 | SUPPLIES | 44.89 | |
| | | | | 9759950075 | 1/5/2026 | SUPPLIES | 116.69 | 797.18 |
| 396039 | 1/16/2026 | 115585 | GUERRA, MARIO | 1/08/26 | 1/8/2026 | CEMETERY DISTRICT MEETING | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 396040 | 1/16/2026 | 140575 | GUEVARA, MANNIE | 1-00246882 | 1/6/2026 | REFUND C&D DEPOSIT BLD-25-( | 3,194.90 | 3,194.90 |
| | Voucher: | | | | | | | |
| 396041 | 1/16/2026 | 121839 | H & H NURSERY INC. | 17256 | 9/29/2025 | PLANTS | 158.72 | |
| | Voucher: | | | 17281 | 10/24/2025 | PLANTS | 238.19 | |
| | | | | 17274 | 10/13/2025 | PLANTS | 316.47 | |
| | | | | 17282 | 10/21/2025 | PLANTS | 200.44 | |
| | | | | 17276 | 10/15/2025 | PLANTS - FIRESTONE MEDIAN | 158.94 | |
| | | | | 17238 | 8/28/2025 | PLANTS | 367.85 | 1,440.61 |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 396042 | 1/16/2026 | 101934 | HAGEN PLUMBING INC | 108573 | 12/13/2025 | REPLACE BACK-FLOW - GOLF C | 1,375.31 | 1,375.31 |
| | Voucher: | | | | | | | |
| 396043 | 1/16/2026 | 135883 | HENRY RADIO NETWORK | 12286 | 1/1/2026 | RADIO SERVICE - 50 RADIOS | 700.00 | 700.00 |
| | Voucher: | | | | | | | |
| 396044 | 1/16/2026 | 140572 | HERNANDEZ, ISAIAS | 2-00770799 | 1/6/2026 | REFUND C&D DEPOSIT BLD-25-( | 2,500.00 | 2,500.00 |
| | Voucher: | | | | | | | |
| 396045 | 1/16/2026 | 119247 | HEYMAN, BRIAN | 1/8/26 | 1/8/2026 | CEMETERY DISTRICT MEETING | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 396046 | 1/16/2026 | 113767 | HILL'S PET NUTRITION SALES IN | 255727321 | 1/2/2026 | PET SUPPLIES | 546.35 | 546.35 |
| | Voucher: | | | | | | | |
| 396047 | 1/16/2026 | 138299 | HINOJOSA, SALVADOR | 2/02/26 - 2/03/26 | 1/12/2026 | MEALS, TRAVEL - ADV ROADSID | 102.26 | 102.26 |
| | Voucher: | | | | | | | |
| 396048 | 1/16/2026 | 140578 | HIT THE SPOT | 12826 | 1/14/2026 | SEATED CHAIR MASSAGE | 648.00 | 648.00 |
| | Voucher: | | | | | | | |
| 396049 | 1/16/2026 | 140581 | HNATENKO, KYLE | 1/12/26 | 1/14/2026 | OCT - DEC 2025 - REIMB AUXILIA | 220.00 | 220.00 |
| | Voucher: | | | | | | | |
| 396050 | 1/16/2026 | 101999 | HOME DEPOT | 532012 | 11/17/2025 | SUPPLIES | 335.32 | |
| | Voucher: | | | 7511435 | 11/30/2025 | SUPPLIES | 44.11 | |
| | | | | 8534988 | 11/29/2025 | SUPPLIES | 390.94 | |
| | | | | 1010260 | 11/17/2025 | SUPPLIES | 319.12 | |
| | | | | 3371886 | 11/14/2025 | SUPPLIES | 138.14 | 1,227.63 |
| 396051 | 1/16/2026 | 129816 | HONRATH, AUSTIN | DECEMBER/25 | 12/30/2025 | TAN MERRELL BOOTS FOR RAN | 171.55 | 171.55 |
| | Voucher: | | | | | | | |
| 396052 | 1/16/2026 | 126110 | HUNTINGTON BEACH FORD | 5084402 | 12/18/2025 | PARTS | 36.24 | 36.24 |
| | Voucher: | | | | | | | |
| 396053 | 1/16/2026 | 102041 | ICE MACHINE SALES &, SERVICE | 228693-IN | 12/31/2025 | ICE MACHINE PARTS, REPAIR/ S | 570.16 | 570.16 |
| | Voucher: | | | | | | | |
| 396054 | 1/16/2026 | 108113 | IDEAL LIGHTING SUPPLY INC | 126882 | 12/18/2025 | 2X4 BLACKLIT FLAT PANEL | 861.90 | |
| | Voucher: | | | 126883 | 12/19/2025 | 6" LED DOWNLIGHT | 18.79 | 880.69 |
| 396055 | 1/16/2026 | 132330 | IML SECURITY SUPPLY | 4842488 | 12/17/2025 | CHROME PLATER STEEL PADLO | 425.19 | 425.19 |
| | Voucher: | | | | | | | |
| 396056 | 1/16/2026 | 119897 | INNOVATIVE INTERFACES, INC. | INV-INC41114 | 1/9/2026 | ADDITIONAL SIP2 SUBSCRIPTIO | 1,831.47 | 1,831.47 |
| | Voucher: | | | | | | | |
| 396057 | 1/16/2026 | 140582 | IVIE, JACKSON | 1/12/26 | 1/12/2026 | OCT - DEC 2025 - REIMB AUXILIA | 240.00 | 240.00 |
| | Voucher: | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| 396058 | 1/16/2026 | 134309 | JAS PACIFIC | PC7884 | 1/8/2026 | PROFESSIONAL SERVICES AGR | 14,985.00 | 14,985.00 |
| | Voucher: | | | | | | | |
| 396059 | 1/16/2026 | 128896 | JJ'S AUTO SERVICE, INC. | 71287 | 12/22/2025 | NEW TIRES '21 FORD | 1,155.60 | |
| | Voucher: | | | 71286 | 12/22/2025 | NEW TIRES '21 FORD | 807.78 | 1,963.38 |
| 396060 | 1/16/2026 | 138306 | JOSHUA'S WINDOWS AND DOOR | 1933 | 12/22/2025 | TOYOTA SIENNA FRONT WINDSI | 1,178.00 | 1,178.00 |
| | Voucher: | | | | | | | |
| 396061 | 1/16/2026 | 102478 | KIMBALL MIDWEST | 104034937 | 12/19/2025 | BATTERY | 131.54 | |
| | Voucher: | | | 104017714 | 12/15/2025 | PARTS | 384.90 | 516.44 |
| 396062 | 1/16/2026 | 132648 | KREUZER CONSULTING GROUP | 25-180 | 12/31/2025 | CIP NO. 19-06 - PARAMOUNT BL\ | 5,899.50 | 5,899.50 |
| | Voucher: | | | | | | | |
| 396063 | 1/16/2026 | 102558 | LANDSCAPE WEST MGMT SERV | 12967 | 12/31/2025 | MONTHLY ON-STREET, PARK, & | 82,754.00 | 82,754.00 |
| | Voucher: | | | | | | | |
| 396064 | 1/16/2026 | 102645 | LIFE-ASSIST INC | 2032310 | 1/8/2026 | MEDICAL SUPPLIES - FY 25/26 | 5,580.25 | |
| | Voucher: | | | 2047694 | 1/12/2026 | MEDICAL SUPPLIES - FY 25/26 | 4,148.17 | |
| | | | | 2040037 | 1/6/2026 | MEDICAL SUPPLIES - FY 25/26 | 548.30 | 10,276.72 |
| 396065 | 1/16/2026 | 137888 | LOPEZ, IRMA MONZON | 2-00771316 | 1/6/2026 | REFUND C&D DEPOSIT BLD-25-( | 500.00 | 500.00 |
| | Voucher: | | | | | | | |
| 396066 | 1/16/2026 | 102733 | LOS ANGELES COUNTY | RE-PW-25120803· | 12/8/2025 | TS MAINT DDG THRU NOVEMBE | 96.35 | 96.35 |
| | Voucher: | | | | | | | |
| 396067 | 1/16/2026 | 125599 | MARIACHI DIVAS INC. | 1/7/26 | 1/14/2026 | SETTLEMENT - MARIACHI DIVAS | 24,464.77 | 24,464.77 |
| | Voucher: | | | | | | | |
| 396068 | 1/16/2026 | 140565 | MARTINEZ, DANIELA | Ref001764649 | 1/12/2026 | UB Refund Cst #150605 | 35.67 | 35.67 |
| | Voucher: | | | | | | | |
| 396069 | 1/16/2026 | 103010 | MCMASTER-CARR SUPPLY COMI | 55711825 | 11/20/2025 | GAS SPRING 20 LBS | 275.55 | 275.55 |
| | Voucher: | | | | | | | |
| 396070 | 1/16/2026 | 129838 | MEAR CONSTRUCTION, INC. | 3990 | 9/30/2025 | PAINTING - SPACE CENTER | 3,100.00 | 3,100.00 |
| | Voucher: | | | | | | | |
| 396071 | 1/16/2026 | 140568 | MENDEZ, JUAN | Ref001764652 | 1/12/2026 | UB Refund Cst #154217 | 75.00 | 75.00 |
| | Voucher: | | | | | | | |
| 396072 | 1/16/2026 | 140538 | MENDOZA, ARMANDO | 26-03612 | 12/10/2025 | REFUND DEPOSIT - FELINE SPA` | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 396073 | 1/16/2026 | 129820 | MINER, LTD. | 7310131542 | 11/6/2025 | SERVICE AND MAINTENANCE - | 2,253.49 | |
| | Voucher: | | | 7310131592 | 11/6/2025 | SERVICE AND MAINTENANCE - | 1,372.44 | 3,625.93 |
| 396074 | 1/16/2026 | 140566 | MISHAL, DEVADATT | Ref001764650 | 1/12/2026 | UB Refund Cst #152930 | 67.00 | 67.00 |
| | Voucher: | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| 396075 | 1/16/2026 | 116215 | MISSION LINEN SUPPLY | 525299391 | 1/8/2026 | LINEN SERVICE | 142.43 | |
| | Voucher: | | | 525260864 | 1/1/2026 | LINEN SERVICE | 142.43 | |
| | | | | 525217140 | 12/25/2025 | LINEN SERVICE | 137.40 | |
| | | | | 525324591 | 1/14/2026 | LINEN SERVICE | 191.30 | |
| | | | | 525291748 | 1/7/2026 | LINEN SERVICE | 191.30 | |
| | | | | 525254608 | 12/31/2025 | LINEN SERVICE | 191.30 | 996.16 |
| 396076 | 1/16/2026 | 140585 | MUNGUIA, SAMANTHA | 2014177.002 | 1/5/2026 | REFUND VOUCHER 2014177.002 | 55.00 | 55.00 |
| | Voucher: | | | | | | | |
| 396077 | 1/16/2026 | 137215 | MV CHENG & ASSOC. INC. | 12/31/2025 | 1/2/2026 | TEMPORARY PERSONNEL SERV | 11,400.00 | 11,400.00 |
| | Voucher: | | | | | | | |
| 396079 | 1/16/2026 | 103221 | NAPA AUTO PARTS | 699670 | 12/18/2025 | PARTS | 42.17 | |
| | Voucher: | | | 699669 | 12/18/2025 | PARTS | 243.18 | |
| | | | | 700143 | 12/22/2025 | PARTS | 11.71 | |
| | | | | 700055 | 12/22/2025 | PARTS | 91.03 | |
| | | | | 700307 | 12/23/2025 | PARTS | 51.79 | |
| | | | | 700049 | 12/22/2025 | PARTS | 72.89 | |
| | | | | 63341 | 12/2/2025 | PARTS | 4.12 | |
| | | | | 63342 | 12/2/2025 | PARTS | 2.75 | |
| | | | | 63516 | 12/4/2025 | PARTS | 160.74 | |
| | | | | 63770 | 12/8/2025 | PARTS | 386.74 | |
| | | | | 698303 | 12/8/2025 | PARTS | 574.71 | |
| | | | | 698377 | 12/8/2025 | PARTS | 16.24 | |
| | | | | 698549 | 12/9/2025 | PARTS | 46.35 | |
| | | | | 63980 | 12/9/2025 | PARTS | 134.48 | |
| | | | | 698975 | 12/12/2025 | PARTS | 405.79 | |
| | | | | 699171 | 12/15/2025 | PARTS | 52.38 | |
| | | | | 699306 | 12/16/2025 | PARTS | 94.81 | |
| | | | | 699561 | 12/17/2025 | PARTS | 60.90 | |
| | | | | 64510 | 12/18/2025 | PARTS | 754.90 | 3,207.68 |
| 396080 | 1/16/2026 | 103221 | NAPA AUTO PARTS | 700834 | 12/30/2025 | PARTS | 36.47 | |
| | Voucher: | | | 701323 | 1/5/2026 | PARTS | 243.56 | |
| | | | | 701492 | 1/6/2026 | PARTS | 39.42 | |
| | | | | 701699 | 1/8/2026 | PARTS | 37.86 | |
| | | | | 701690 | 1/8/2026 | PARTS | 452.94 | 810.25 |

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|---|---|---|---|---|---|---|---|---|
| 396081 | 1/16/2026 | 103250 | NATIONAL CONSTRUCTION REN | 8049106 | 12/9/2025 | TEMPORARY FENCE - DISCOVEI | 5,203.80 | 5,203.80 |
| | Voucher: | | | | | | | |
| 396082 | 1/16/2026 | 137468 | NATIONAL TRENCH SAFETY, INC. | 1204695 | 12/29/2025 | STEEL PLATE RENTAL - 12/2 - 12 | 235.82 | |
| | Voucher: | | | 1189493 | 12/1/2025 | STEEL PLATE RENTAL - 11/4 - 12/ | 235.82 | |
| | | | | 1172714 | 11/3/2025 | STEEL PLATE RENTAL - 10/07 - 1 | 235.82 | |
| | | | | 1208283 | 1/6/2026 | EYEBOLT | 276.26 | 983.72 |
| 396083 | 1/16/2026 | 110438 | NATIONWIDE ENVIRONMENTAL S | 35213 | 12/15/2025 | STREET SWEEPING SERVICE 11 | 65,069.79 | 65,069.79 |
| | Voucher: | | | | | | | |
| 396084 | 1/16/2026 | 135350 | NAVARRO, CLARISSA | 2/23 - 2/27/26 | 1/12/2026 | MEALS, TRAVEL - TRAFFIC COLL | 255.65 | 255.65 |
| | Voucher: | | | | | | | |
| 396085 | 1/16/2026 | 140574 | NAVARRO, REYNALDO | 2-00771045 | 1/6/2026 | REFUND C&D DEPOSIT BLD-25-( | 2,000.00 | 2,000.00 |
| | Voucher: | | | | | | | |
| 396086 | 1/16/2026 | 127229 | NBS GOVERNMENT FINANCE GR | 202601-4272 | 1/7/2026 | ASSESSMENT ENGINEERING SE | 600.00 | 600.00 |
| | Voucher: | | | | | | | |
| 396087 | 1/16/2026 | 113727 | NINYO & MOORE | 313890 | 12/22/2025 | CIP NO.17-01 ENVIRONMENTAL I | 8,830.04 | 8,830.04 |
| | Voucher: | | | | | | | |
| 396088 | 1/16/2026 | 103344 | OCLC, INC. | 1000478850 | 12/31/2025 | CLOUD LIBRARY EAUDIOBOOK & | 990.43 | |
| | Voucher: | | | 1000479177 | 12/31/2025 | CLOUD LIBRARY EAUDIOBOOK & | 5,697.05 | |
| | | | | 1000474318 | 11/30/2025 | CLOUD LIBRARY EAUDIOBOOK & | 7,471.82 | |
| | | | | 1000473986 | 11/30/2025 | CLOUD LIBRARY EAUDIOBOOK & | 864.72 | 15,024.02 |
| 396089 | 1/16/2026 | 103346 | OFFICE DEPOT INC | 451740954001 | 12/12/2025 | OFFICE SUPPLIES | 292.78 | |
| | Voucher: | | | 450711811001 | 12/29/2025 | OFFICE SUPPLIES | 271.01 | 563.79 |
| 396090 | 1/16/2026 | 124703 | OLIVARES, DANIEL | 2/02 - 2/06/26 | 1/8/2026 | LODGING,MEALS,TRAVEL - CHEI | 1,485.48 | 1,485.48 |
| | Voucher: | | | | | | | |
| 396091 | 1/16/2026 | 119469 | ORANGE COUNTY SHERIFF DEP | 2/23 - 2/27/26 | 1/13/2026 | TUITION - CLARISSA NAVARRO - | 175.00 | 175.00 |
| | Voucher: | | | | | | | |
| 396092 | 1/16/2026 | 119190 | ORTEGA, DAMIEN | 2/17 - 2/19/26 | 1/7/2026 | MEALS, TRAVEL - FTO REFRESH | 108.59 | 108.59 |
| | Voucher: | | | | | | | |
| 396093 | 1/16/2026 | 134556 | PACIFIC OFFICE AUTOMATION | 70202 | 6/23/2025 | EQUIP ID # 4L04062 - LEASE CH/ | 225.00 | |
| | Voucher: | | | 102604 | 12/4/2025 | EQUIP #4L04117 LABOR CHARGI | 360.00 | 585.00 |
| 396094 | 1/16/2026 | 138597 | PARKYUN, JUN | 2/02/26 - 2/03/26 | 1/12/2026 | MEALS, TRAVEL - ADVANCE ROA | 102.26 | 102.26 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 396095 | 1/16/2026 | 103400 | PDQ RENTALS | F105096-1 | 12/31/2025 | MISC CHARGES | 1.50 | |
| | Voucher: | | | 902435-1 | 10/1/2025 | PROPANE - SFS | 98.35 | |
| | | | | F104613.1 | 11/29/2025 | MISC CHARGES | 1.48 | |
| | | | | 912236-1 | 12/16/2025 | PROPANE - SFS | 94.07 | 195.40 |
| 396096 | 1/16/2026 | 135541 | PELAYO, VERONICA | 1/27 - 1/28/26 | 1/12/2026 | MEALS,TRAVEL - TRAINING COC | 219.13 | 219.13 |
| | Voucher: | | | | | | | |
| 396097 | 1/16/2026 | 101332 | PEMBERTON, DOROTHY | 2/20 - 2/22/26 | 1/5/2026 | PER DIEM - 2026 ICA BOARD RE | 258.00 | 258.00 |
| | Voucher: | | | | | | | |
| 396098 | 1/16/2026 | 134391 | PIERCE, ERIC F. | 1/08/26 | 1/8/2026 | CEMETERY DISTRICT MEETING | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 396099 | 1/16/2026 | 130620 | PROFORMA APOLLO GROUP | BR54001879A | 12/22/2025 | BUSINESS CARDS | 81.53 | |
| | Voucher: | | | BR54001873A | 12/22/2025 | BUSINESS CARDS | 33.64 | |
| | | | | BR54001880A | 12/22/2025 | BUSINESS CARDS | 314.06 | 429.23 |
| 396100 | 1/16/2026 | 140510 | QUEZADA, LIZET | 26-02048 | 11/19/2025 | REFUND DEPOSIT - FELINE NEU | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 396101 | 1/16/2026 | 134779 | REGIONAL TAP SERVICE CENTEI | 6026490 | 12/31/2025 | DECEMBER 2025 TAP SALES | 280.32 | 280.32 |
| | Voucher: | | | | | | | |
| 396102 | 1/16/2026 | 138501 | RENEWELL FLEET SERVICE LLC | 9276 | 1/13/2026 | PARTS & FREIGHT | 273.32 | |
| | Voucher: | | | 9271 | 1/13/2026 | PARTS & FREIGHT | 1,043.63 | |
| | | | | 9272 | 1/13/2026 | PARTS & FREIGHT | 2,886.88 | 4,203.83 |
| 396103 | 1/16/2026 | 139254 | RENTERIA, DAVID | 2/02-26 - 2/03/26 | 1/12/2026 | MEALS, TRAVEL - ADVANCE RO/ | 102.26 | 102.26 |
| | Voucher: | | | | | | | |
| 396104 | 1/16/2026 | 110414 | RESOURCE BUILDING MATERIAL | 4119608 | 11/26/2025 | CONCRETE MIX | 339.44 | |
| | Voucher: | | | 4117029 | 11/20/2025 | SCOOP RECYCLED BASE | 251.81 | |
| | | | | 4132555 | 12/23/2025 | EROSION CONTROL BAGS | 528.19 | |
| | | | | 4133834 | 12/30/2025 | EROSION CONTROL BAGS & PAI | 1,288.38 | 2,407.82 |
| 396105 | 1/16/2026 | 122603 | RIO HONDO COLLEGE FIRE ACAI | 2/17 - 2/19/26 | 1/7/2026 | TUITION FOR ORTEGA, DAMIEN | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 396106 | 1/16/2026 | 122187 | RMI INTERNATIONAL | 49095 | 12/31/2025 | SECURITY GUARD SERVICES FC | 10,715.44 | |
| | Voucher: | | | 49097 | 12/31/2025 | SECURITY GUARD SERVICES FC | 8,712.64 | |
| | | | | 49096 | 12/31/2025 | SECURITY GUARD SERVICES FC | 23,040.39 | 42,468.47 |
| 396107 | 1/16/2026 | 140524 | ROBLES, CAMILA | 26-04933 | 12/17/2025 | REFUND DEPOSIT - FELINE SPA | 40.00 | 40.00 |
| | Voucher: | | | | | | | |
| 396108 | 1/16/2026 | 140569 | ROMERO, RODOLFO | Ref001764653 | 1/12/2026 | UB Refund Cst #155048 | 75.00 | 75.00 |
| | Voucher: | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| 396109 | 1/16/2026 | 140583 | ROSSI, GAVIN | 01/12/26 | 1/12/2026 | REIMBURSEMENT FOR AUXILIAF | 120.00 | 120.00 |
| | Voucher: | | | | | | | |
| 396110 | 1/16/2026 | 126923 | RUIZ, YVETTE | 2/6/26 | 1/7/2026 | MEALS,TRAVEL - BASELINE PIST | 47.65 | 47.65 |
| | Voucher: | | | | | | | |
| 396111 | 1/16/2026 | 110900 | RUNYAN, SCOTT | 2/17 - 2/19/26 | 1/7/2026 | LODGING,MEALS,PARKING - TRA | 626.71 | 626.71 |
| | Voucher: | | | | | | | |
| 396112 | 1/16/2026 | 113838 | SAFETY-KLEEN SYSTEMS, INC | 98832922 | 12/3/2025 | 50G VAT PARTS WASHER | 679.71 | 679.71 |
| | Voucher: | | | | | | | |
| 396113 | 1/16/2026 | 132936 | SAGECREST PLANNING & ENVIR | 5562 | 12/31/2025 | PROFESSIONAL PLANNING STAI | 9,705.00 | 9,705.00 |
| | Voucher: | | | | | | | |
| 396114 | 1/16/2026 | 130570 | SANCHEZ, DANNY | 2/17/26 - 2/19/26 | 1/7/2026 | MEALS, TRAVEL - FTO REFRESH | 108.58 | 108.58 |
| | Voucher: | | | | | | | |
| 396115 | 1/16/2026 | 140324 | SB CARPET CLEANING | 1079 | 1/12/2026 | ELEVATOR CLEANING - DECEME | 360.00 | 360.00 |
| | Voucher: | | | | | | | |
| 396116 | 1/16/2026 | 138951 | SDI PRESENCE LLC | 21377 | 12/31/2025 | ERP REPLACEMENT CONSULTIN | 1,237.50 | 1,237.50 |
| | Voucher: | | | | | | | |
| 396117 | 1/16/2026 | 124693 | SESAC | 10875095 | 12/31/2025 | ACCT# 79800 ANNUAL MUSIC PE | 3,030.00 | 3,030.00 |
| | Voucher: | | | | | | | |
| 396118 | 1/16/2026 | 107239 | SHERWIN-WILLIAMS | 87585171330126 | 1/5/2026 | PAINT & SUPPLIES | 97.48 | |
| | Voucher: | | | 86009171331225 | 12/23/2025 | PAINT & SUPPLIES | 79.89 | |
| | | | | 88146171330126 | 1/7/2026 | PAINT & SUPPLIES | 113.42 | 290.79 |
| 396119 | 1/16/2026 | 106221 | SHOETERIA | INV3110000113 | 12/3/2025 | STEEL TOE WORK BOOTS FOR F | 115.00 | 115.00 |
| | Voucher: | | | | | | | |
| 396120 | 1/16/2026 | 131927 | SIGTRONICS CORPORATION | 157633 | 11/26/2025 | PARTS | 372.18 | 372.18 |
| | Voucher: | | | | | | | |
| 396121 | 1/16/2026 | 140570 | SIZZLER USA RESTAURANT INC | Ref001764654 | 1/12/2026 | UB Refund Cst #155618 | 22.78 | 22.78 |
| | Voucher: | | | | | | | |
| 396122 | 1/16/2026 | 130990 | SLAYMAN, RICHARD | JANUARY/26 | 1/13/2026 | REIMBURSEMENT FOR PARAME | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 396123 | 1/16/2026 | 104162 | SMART AND FINAL | 3256911380302 | 10/23/2025 | SUPPLIES | 208.85 | |
| | Voucher: | | | 3256910017202 | 10/24/2025 | SUPPLIES | 19.82 | |
| | | | | 3256910187301 | 10/31/2025 | SUPPLIES | 13.22 | 241.89 |
| 396124 | 1/16/2026 | 136747 | SMITH, REBECCA | 1/26 - 1/30/26 | 1/12/2026 | MEALS, TRAVEL - BASIC HOSTA | 286.10 | 286.10 |
| | Voucher: | | | | | | | |

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| 396125 | 1/16/2026 | 128894 | SO CAL MUSEUMS | 2025-014 | 12/15/2025 | 2025 MEMBERSHIP DUES | 50.00 | 50.00 |
| | Voucher: | | | | | | | |
| 396126 | 1/16/2026 | 140564 | SONG, KWANG | Ref001764648 | 1/12/2026 | UB Refund Cst #147568 | 53.81 | 53.81 |
| | Voucher: | | | | | | | |
| 396127 | 1/16/2026 | 136309 | SOSA, HECTOR | 2/19 - 2/22/26 | 1/5/2026 | PER DIEM - 2026 ICA BOARD RE | 344.00 | 344.00 |
| | Voucher: | | | | | | | |
| 396128 | 1/16/2026 | 135638 | SOUTHERN CALIF SECURITY CE | 152567 | 12/19/2025 | LOCKS/KEYS - THEATRE | 121.49 | 121.49 |
| | Voucher: | | | | | | | |

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| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 396131 | 1/16/2026 | 104208 | SOUTHERN CALIFORNIA EDISON | 600001512301/DE | 12/22/2025 | 600001512301 - 10/28 - 11/28/25 | 10,488.69 | |
| | Voucher: | | | 700156507726/JA | 1/2/2026 | 700156507726 - 12/01/25 - 12/31/2 | 632.30 | |
| | | | | 700365003970/DE | 12/30/2025 | 700365003970 - 11/04 - 12/04/25 | 2,839.15 | |
| | | | | 700652203287/DE | 12/22/2025 | 700652203287 - 11/18 - 12/17/25 | 14.74 | |
| | | | | 700652159639/DE | 12/22/2025 | 700652159639 - 11/18 - 12/17/25 | 18.99 | |
| | | | | 700106759153/DE | 12/30/2025 | 700106759153 - 11/29 - 12/29/25 | 441.60 | |
| | | | | 700348564995/DE | 12/26/2025 | 700348564995 - 11/20 - 12/21/25 | 32.75 | |
| | | | | 700266575242/DE | 12/26/2025 | 700266575242 - 11/20 - 12/21/25 | 37.83 | |
| | | | | 700604332171/DE | 12/29/2025 | 700604332171 - 11/21 - 12/22/25 | 4,770.78 | |
| | | | | 700478725659/DE | 12/29/2025 | 700478725659 - 11/24 - 12/23/25 | 58.72 | |
| | | | | 700241966241/DE | 12/29/2025 | 700241966241 - 11/21 - 12/22/25 | 605.49 | |
| | | | | 700477570349/DE | 12/29/2025 | 700477570349 - 11/24 - 12/23/25 | 2,956.04 | |
| | | | | 700722470491/DE | 12/29/2025 | 700722470491 - 11/24 - 12/23/25 | 2,868.76 | |
| | | | | 700947752890/JA | 12/29/2025 | 700947752890 - 11/21 - 12/22/202 | 4,533.60 | |
| | | | | 700652301604/DE | 12/17/2025 | 700652301604 - 11/13 - 12/14/25 | 125.25 | |
| | | | | 700471598583/DE | 12/29/2025 | 700471598583 - 11/21 - 12/22/25 | 135.16 | |
| | | | | 700611695380/DE | 12/26/2025 | 700611695380 - 11/20 - 12/21/25 | 328.81 | |
| | | | | 700088035426/DE | 12/29/2025 | 700088035426 - 11/21 - 12/22/25 | 6,682.15 | |
| | | | | 700173065626/DE | 12/22/2025 | 700173065626 - 11/20 - 12/21/25 | 1,864.10 | |
| | | | | 700489667057/DE | 12/23/2025 | 700489667057 - 11/21 - 12/22/25 | 1,619.14 | |
| | | | | 700632971120/JAI | 1/5/2026 | 700632971120 - 11/05 - 12/07/25 | 748.00 | |
| | | | | 700489638563/DE | 12/29/2025 | 700489638563 - 11/21 - 12/22/25 | 5,858.85 | |
| | | | | 700564703126/JA | 1/2/2026 | 700564703126 - 12/01 - 12/31/25 | 270.87 | |
| | | | | 700509800722/JA | 1/7/2026 | 700509800722 - 12/03/25 - 01/04/2 | 17.98 | |
| | | | | 700157597257/JA | 1/7/2026 | 700157597257 - 12/01 - 12/31/25 | 453.39 | |
| | | | | 700570545152/JA | 1/7/2026 | 700570545152 - 12/05 /25 - 01/06/ | 76.01 | |
| | | | | 700096820996/JA | 1/6/2026 | 700096820996 - 11/29 - 12/30/25 | 1,561.40 | |
| | | | | 700389881238/JA | 1/5/2026 | 700389881238 - 12/03/25 - 01/04/2 | 94.14 | |
| | | | | 700155230154/JA | 1/6/2026 | 700155230154 - 12/01 - 12/31/25 | 41.21 | |
| | | | | 700157818135/JA | 1/2/2026 | 700157818135 - 12/01 - 12/31/25 | 1,526.43 | |
| | | | | 700389925391/JA | 1/6/2026 | 700389925391 - 12/04/25 - 01/05/2 | 17.54 | |
| | | | | 700324576592/JA | 1/5/2026 | 700324576592 - 11/29 - 12/29/25 | 112.18 | |
| | | | | 700102254616/JA | 1/5/2026 | 700102254616 - 11/29 - 12/29/25 | 66.83 | |
| | | | | 700650965327/JA | 1/5/2026 | 700650965327 - 11/13 - 12/14/25 | 30.97 | |
| | | | | 700583494147/DE | 12/19/2025 | 700583494147 - 11/17 - 12/16/25 | 126.78 | |

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|---|---|---|---|---|---|---|---|---|
| | | | | 700291198488/DE | 12/17/2025 | 700291198488 - 11/13 - 12/14/25 | 93.36 | 52,149.99 |
| 396132 | 1/16/2026 | 104208 | SOUTHERN CALIFORNIA EDISON | 700947752890/JA | 12/29/2025 | 700947752890 - MONTHLY PAYMI | 5,411.32 | 5,411.32 |
| | Voucher: | | | | | | | |
| 396133 | 1/16/2026 | 104210 | SOUTHERN CALIFORNIA GAS CC | 049 830 8427 0/DI | 12/23/2025 | 049 830 8427 0 - 11/20 - 12/19/25 | 15.02 | |
| | Voucher: | | | 106 606 6000 1/N( | 11/25/2025 | 106 606 6000 1 - 10/22 - 11/21/25 | 348.47 | |
| | | | | 176 206 7900 5/DI | 12/31/2025 | 176 206 7900 5 - 12/03 - 12/29/25 | 3,459.04 | |
| | | | | 081 506 8000 0/DI | 12/29/2025 | 081 506 8000 0 - 11/24 - 12/23/25 | 56.54 | |
| | | | | 157 306 5472 8/DI | 12/30/2025 | 157 306 5472 8 - 11/25 - 12/26/25 | 242.96 | |
| | | | | 077 306 4283 7/DI | 12/29/2025 | 077 306 4283 7 - 11/24 - 12/23/25 | 271.29 | |
| | | | | 144 506 6227 6/DI | 12/29/2025 | 144 506 6227 6 - 11/24 - 12/23/25 | 148.08 | |
| | | | | 178 106 4317 5/DI | 12/29/2025 | 178 106 4317 5 - 11/24 - 12/23/25 | 66.75 | |
| | | | | 182 246 3333 1/DI | 12/26/2025 | 182 246 3333 1 - 11/21 - 12/22/25 | 125.39 | 4,733.54 |
| 396134 | 1/16/2026 | 134449 | ST. FRANCIS ELECTRIC, LLC | 240510347 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 486.70 | |
| | Voucher: | | | 240510348 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 97.34 | |
| | | | | 240510349 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 13,865.00 | |
| | | | | 240510344 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 9,135.28 | |
| | | | | 240510345 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 486.70 | |
| | | | | 240510346 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 97.34 | |
| | | | | 240510351 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 2,084.00 | |
| | | | | 240510353 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 743.00 | |
| | | | | 240510350 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 415.00 | |
| | | | | 240510354 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 4,005.00 | |
| | | | | 240510352 | 11/30/2025 | PREVENTATIVE MAINTENANCE - | 4,089.00 | 35,504.36 |
| 396135 | 1/16/2026 | 104256 | STAPLES ADVANTAGE | 6051218296 | 12/25/2025 | OFFICE SUPPLIES | 87.27 | |
| | Voucher: | | | 6051218299 | 12/25/2025 | OFFICE SUPPLIES | 159.88 | |
| | | | | 6051218306 | 12/25/2025 | OFFICE SUPPLIES | 233.07 | 480.22 |
| 396136 | 1/16/2026 | 119069 | STAY GREEN INC. | 116986 | 12/31/2025 | DECEMBER LANDSCAPE MAINT | 1,004.64 | 1,004.64 |
| | Voucher: | | | | | | | |
| 396137 | 1/16/2026 | 104283 | STERLING SECURITY SYSTEMS | 46394 | 12/1/2025 | ALARM MONITORING SERVICES | 1,055.00 | 1,055.00 |
| | Voucher: | | | | | | | |
| 396138 | 1/16/2026 | 137523 | STIEBER, STAN | 2-00755898 | 1/7/2026 | REFUND C&D DEPOSIT BLD-24-( | 19,950.00 | 19,950.00 |
| | Voucher: | | | | | | | |
| 396139 | 1/16/2026 | 115767 | STOVER SEED COMPANY | 0936999 | 12/17/2025 | PRO SPORTSFIELD ELITE | 3,425.50 | 3,425.50 |
| | Voucher: | | | | | | | |

Bank : bow BANK OF THE WEST (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 396140 | 1/16/2026 | 122277 | SUN DIGITAL CONSULTING, A CO | 4682 | 1/1/2026 | UNLIMITED SUPPORT & OFFSITE | 1,979.90 | 1,979.90 |
| | Voucher: | | | | | | | |
| 396141 | 1/16/2026 | 137193 | SUNBELT RENTALS, INC. | 177447708-0002 | 12/3/2025 | EQUIPMENT RENTAL | 1,513.06 | 1,513.06 |
| | Voucher: | | | | | | | |
| 396142 | 1/16/2026 | 112072 | TALX UC EXPRESS | 2069664112 | 12/31/2025 | UNEMPLOYMENT CASE MANAGI | 173.03 | 173.03 |
| | Voucher: | | | | | | | |
| 396143 | 1/16/2026 | 135376 | TCM, J. GALT, INC. | 1639 | 1/8/2026 | RE-INVOICING OF 1619 - THEATF | 1,274.05 | |
| | Voucher: | | | 1638 | 1/8/2026 | MATERIALS - THEATRE WATER F | 4,937.26 | 6,211.31 |
| 396144 | 1/16/2026 | 124421 | TETRA TECH, INC. | 52531872 | 1/6/2026 | CIP NO.20-35 FIRESTONE BLVD. | 12,540.75 | |
| | Voucher: | | | 52517571 | 1/2/2026 | CIP NO.26-10 PANGBORN AVE. A | 19,886.80 | |
| | | | | 52531869 | 1/6/2026 | CIP NO.26-10 PANGBORN AVE. A | 330.00 | 32,757.55 |
| 396145 | 1/16/2026 | 137334 | TEXTRON E-Z-GO LLC | 94533698 | 1/10/2026 | PARTS & LABOR | 372.59 | 372.59 |
| | Voucher: | | | | | | | |
| 396146 | 1/16/2026 | 121979 | THE COUNSELING TEAM INT'L | INV108033 | 1/8/2026 | CONTRACTED COUNSELING FF: | 262.50 | |
| | Voucher: | | | INV107878 | 12/30/2025 | PSYCH TESTING | 350.00 | 612.50 |
| 396147 | 1/16/2026 | 134950 | THE LLOYD PEST CONTROL, INC | 9103720 | 12/29/2025 | COMMERCIAL SERVICE PROGR/ | 35.00 | |
| | Voucher: | | | 9103719 | 12/29/2025 | 4 CANISTERS MOSQUITO | 152.00 | 187.00 |
| 396148 | 1/16/2026 | 103017 | TIME WARNER CABLE | 188361601010126 | 1/1/2026 | 188361601 - 01/01 - 01/31/26 | 203.93 | |
| | Voucher: | | | 064962501010126 | 1/1/2026 | 064962501 - 01/01 - 01/31/26 | 244.99 | |
| | | | | 188361801121425 | 12/14/2025 | 188361801 - 12/20/25 - 01/19/26 | 1,227.00 | |
| | | | | 188354601122125 | 12/21/2025 | 188354601 - 12/21/25 - 01/20/26 | 1,009.75 | |
| | | | | 188354401122125 | 12/21/2025 | 188354401 - 12/21/25 - 01/20/26 | 433.92 | |
| | | | | 188354801122125 | 12/21/2025 | 188354801 - 12/21/25 - 01/20/26 | 129.74 | |
| | | | | 188354901122125 | 12/21/2025 | 188354901 - 12/21/25 - 01/20/26 | 144.62 | |
| | | | | 170258701122125 | 12/21/2025 | 170258701 - 12/21/25 - 01/20/26 | 475.63 | 3,869.58 |
| 396149 | 1/16/2026 | 140576 | TITANS ROOFING | 2-00711260 | 1/6/2026 | REFUND C&D DEPOSIT BLD-25-( | 500.00 | 500.00 |
| | Voucher: | | | | | | | |
| 396150 | 1/16/2026 | 133557 | TLC ANIMAL REMOVAL SERVICE | 3500 | 1/2/2026 | ANIMAL REMOVAL SERVICES - D | 4,000.00 | 4,000.00 |
| | Voucher: | | | | | | | |
| 396151 | 1/16/2026 | 124672 | T-MOBILE USA INC. | 991776765/DEC2 | 12/21/2025 | 562-441-2872 - 11/21 - 12/20/25 | 39.85 | 39.85 |
| | Voucher: | | | | | | | |
| 396152 | 1/16/2026 | 136743 | TOM VO'S TAE KWON DO | 11/15/25RPLCK | 11/15/2025 | SETTLEMENT 11/15/25 BLACKBE | 9,445.72 | 9,445.72 |
| | Voucher: | | | | | | | |
| 396153 | 1/16/2026 | 131426 | UKG KRONOS SYSTEMS INC. | 110080039290 | 1/8/2026 | UKG READY TIME/ACCRUALS/S( | 5,137.26 | 5,137.26 |
| | Voucher: | | | | | | | |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 396154 | 1/16/2026 | 124892 | ULINE | 202066869 | 12/19/2025 | SUPPLIES | 23.76 | 23.76 |
| | Voucher: | | | | | | | |
| 396155 | 1/16/2026 | 120080 | UNIFORM DEPOT INC., DBA: MR. | 9198 | 12/26/2025 | JOSE RUVALCABA | 276.14 | 276.14 |
| | Voucher: | | | | | | | |
| 396156 | 1/16/2026 | 105981 | UNIQUE MANAGEMENT SERVICE | 6149672 | 1/1/2026 | DECEMBER PLACEMENTS | 407.75 | 407.75 |
| | Voucher: | | | | | | | |
| 396157 | 1/16/2026 | 126723 | UNITED PACIFIC SERVICES, INC. | 25-1227-2(A) | 12/27/2025 | TREE TRIMMING SERVICES 11/2 | 1,420.00 | |
| | Voucher: | | | 25-1227-2 | 12/27/2025 | TREE TRIMMING SERVICES 7/1/2 | 240.00 | |
| | | | | 26-0103-2 | 1/3/2026 | TREE TRIMMING SERVICES 7/1/2 | 8,388.00 | 10,048.00 |
| 396158 | 1/16/2026 | 104570 | UNITED RENTALS INC. | 254263640-001 | 10/14/2025 | PURCHASE OF PORTABLE GENE | 94,237.72 | |
| | Voucher: | | | 254262881-001 | 10/14/2025 | PURCHASE OF PORTABLE GENE | 94,237.72 | |
| | | | | 250240227-001 | 10/14/2025 | PURCHASE OF PORTABLE GENE | 94,237.72 | 282,713.16 |
| 396159 | 1/16/2026 | 140579 | VALENCIA, ARNOLD | 01/08/26 | 1/8/2026 | HOME & BUSINESS SECURITY R | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 396160 | 1/16/2026 | 117053 | VALENZUELA, BLANCA | DECEMBER/25 | 1/5/2026 | HOWDY FOOD AND DOG GROOI | 222.64 | 222.64 |
| | Voucher: | | | | | | | |
| 396161 | 1/16/2026 | 139059 | VALINO, CRYSTAL | 12/30/25 | 1/9/2026 | CONTRACTED VET SERVICES | 1,000.00 | |
| | Voucher: | | | 12/31/25 | 1/9/2026 | CONTRACTED VET SERVICES | 1,000.00 | 2,000.00 |
| 396162 | 1/16/2026 | 136996 | VARGAS, RENE | Ref001764370 | 1/8/2026 | UB Refund Cst #154021 | 584.04 | 584.04 |
| | Voucher: | | | | | | | |
| 396163 | 1/16/2026 | 140580 | VASQUEZ, STEPHANIE | 01/08/26 | 1/8/2026 | HOME & BUSINESS SECURITY R | 249.99 | 249.99 |
| | Voucher: | | | | | | | |
| 396164 | 1/16/2026 | 127485 | VERIZON BUSINESS SERVICES | 73554263 | 12/20/2025 | SV649537 - 11/01 - 11/30/25 EVDC | 1,531.49 | 1,531.49 |
| | Voucher: | | | | | | | |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 396165 | 1/16/2026 | 112607 | VERIZON WIRELESS | 6132147206 | 12/28/2025 | 270145074-00025 - 11/29 - 12/28/2 | 30.02 | |
| | Voucher: | | | 6132147194 | 12/28/2025 | 270145074-00006 - 11/29 - 12/28/2 | 719.86 | |
| | | | | 6132147193 | 12/28/2025 | 270145074-00005 - 11/29 - 12/28/2 | 118.05 | |
| | | | | 6132147192 | 12/28/2025 | 270145074-00004 - 11/29 - 12/28/2 | 2,192.73 | |
| | | | | 6132147204 | 12/28/2025 | 270145074-00023 - 11/29 - 12/28/2 | 160.04 | |
| | | | | 6132147199 | 12/28/2025 | 270145074-00015 - 11/29 - 12/28/2 | 331.38 | |
| | | | | 6132147201 | 12/28/2025 | 270145074-00017 - 11/29 - 12/28/2 | 40.01 | |
| | | | | 6132147189 | 12/28/2025 | 270145074-00001 - 11/29 - 12/28/2 | 3,076.70 | |
| | | | | 6132147195 | 12/28/2025 | 270145074-00008 - 11/29 - 12/28/2 | 1,003.97 | |
| | | | | 6132147203 | 12/28/2025 | 270145074-00021 - 11/29 - 12/28/2 | 237.42 | |
| | | | | 6130627533 | 1/2/2026 | 242074529-00001 - 11/11 - 12/10/2 | 120.12 | |
| | | | | 6132147205 | 12/28/2025 | 270145074-00024 - 11/29 - 12/28/2 | 180.15 | 8,210.45 |
| 396166 | 1/16/2026 | 139052 | WEST COVINA FIRE DEPARTMEN | 26-010726 | 1/7/2026 | AGREE NO. A231012253-A1 TRAI | 4,110.00 | 4,110.00 |
| | Voucher: | | | | | | | |
| 396167 | 1/16/2026 | 140142 | WESTERN SYSTEMS, INC. | 69516 | 10/28/2025 | CIP NO.14-09 VIDEO DETECTION | 23,100.43 | |
| | Voucher: | | | 0000070376 | 12/30/2025 | CABLE CAT5E OUTDOOR 1000FT | 587.45 | 23,687.88 |
| 396168 | 1/16/2026 | 104798 | WHITTIER FERTILIZER CO | 433819 | 12/30/2025 | SEED COVER | 398.70 | |
| | Voucher: | | | 433674 | 12/30/2025 | SEED COVER | 398.70 | |
| | | | | 433312 | 12/8/2025 | SEED COVER | 398.70 | |
| | | | | 433659 | 12/8/2025 | SEED COVER | 398.70 | |
| | | | | 433666 | 12/18/2025 | SEED COVER | 398.70 | |
| | | | | 433136 | 12/2/2025 | FINE COVER MULCH | 834.28 | |
| | | | | 429157 | 8/28/2025 | FINE COVER MULCH | 356.62 | |
| | | | | 433578 | 12/17/2025 | FINE COVER MULCH | 767.98 | |
| | | | | 433036 | 12/4/2025 | SEED COVER | 398.70 | |
| | | | | 433042 | 12/4/2025 | SEED COVER | 398.70 | 4,749.78 |
| 396169 | 1/16/2026 | 124678 | YOUNGBLOOD & ASSOCIATES | 2718A | 1/6/2026 | POLYGRAPH EXAMINATION SER | 350.00 | 350.00 |
| | Voucher: | | | | | | | |
| 396170 | 1/16/2026 | 128118 | ZUMAR INDUSTRIES INC. | 11391 | 12/30/2025 | SIGNS | 491.73 | |
| | Voucher: | | | 11380 | 12/24/2025 | SIGNS | 371.64 | 863.37 |
| 30004651 | 12/12/2025 | 107444 | CALIFORNIA PUBLIC EMPLOYEE | Ben1762805 | 12/12/2025 | PERS EPMC: PAYMENT | 499,613.35 | 499,613.35 |
| | Voucher: | | | | | | | |
| 30004656 | 12/26/2025 | 107444 | CALIFORNIA PUBLIC EMPLOYEE | Ben1763672 | 12/26/2025 | PERS EPMC: PAYMENT | 491,818.73 | 491,818.73 |
| | Voucher: | | | | | | | |

**Bank : bow BANK OF THE WEST** (Continued)

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 30004660 | 1/9/2026 | 104915 | CALPERS | Ben1764355 | 1/9/2026 | ANTHEM SELECT HMO: PAYMEN | 690,861.48 | 690,861.48 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 3,064,029.85

275 checks in this report.

Grand Total All Checks: 4,337,798.92

Item No. 4.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **MATTHEW BAUMGARDNER, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPROVAL OF A CONTRACT WITH POSITIVE ENERGY, INC. FOR DESIGN, PROCUREMENT, AND INSTALLATION OF FAST CHARGING ELECTRIC VEHICLE (EV) STATIONS RELATED TO CAPITAL IMPROVEMENT PROGRAM (CIP) NO. 22-06, ELECTRIC VEHICLE CHARGING STATIONS, PHASE 3 PROJECT** |

## EXECUTIVE SUMMARY

The City Council will consider awarding a contract to Positive Energy, Inc. for design, procurement, and installation of five dual-port, Level 3 fast charging stations at the Library. The existing level 2 charging stations at this location are highly congested due to lengthy and slow charging sessions. The proposed installation of level 3 fast charging stations will provide increased charging capacity in a shorter period of time, resulting in shorter charging sessions and increased vehicle turnaround at the Civic Center. The work is expected to begin in May 2026 and be completed by March 2028.

## RECOMMENDATION

That the City Council:

1. Approve a public works contract agreement with Positive Energy, Inc. in the amount of $1,443,575, and a five percent project contingency in the amount of $75,425 for design procurement and installation of five dual-port, Level 3 fast charging stations at the Civic Center;

2. Appropriate $560,000 in grant funds to the Electric Vehicle Charging Stations, Phase 3 Project, CIP No. 22-06 for the Fast 2.0 Charging for all Californians grant from the California Energy Commission; and,

3. Authorize the Mayor to sign the agreement, and authorize the City Manager to execute all amendments to the agreement.

## BACKGROUND

In 2016, as part of the City's ongoing efforts to improve air quality and promote environmental stewardship in our community, the City began to install electric vehicle charging stations at various City facilities, including the Civic Center. There are currently six (6) dual-port, level 2 charging stations located throughout the Civic Center west and south parking lots.

The City's existing Level 2 stations can add up to 25 miles of driving capacity per hour to the vehicle's range. This compares to a typical fast charging station, which can add between 180 and 240 miles per hour. According to the U.S. Department of Energy, an average EV model has a range of approximately 280 miles. Most EV manufacturers recommend charging up to 80 percent of the vehicle range. Given this, a typical EV model could be charged in less than one hour at a typical fast charging station. A Level 2 charger would take over 9 hours to reach 80 percent of the vehicle range. This results in slower turnover at each station. A typical session at any of the City's stations last 2 hours and 40 minutes. Approximately 67 miles can be added to the range during this time period, or roughly one-third of the time required to charge the vehicle to its recommended level.

Considering the slow turnover rate and the inability to charge EV models to their recommended range levels within one hour, the City Council approved upgrading three dual-port charging stations at the City Library from Level 2 to DCFC (Direct Current Fast Charging) stations and an additional two dual-port DCFC stations within close proximity. This location is currently some of the most heavily-used in the City. It is a central location that allows both residents and nearby business customers to charge while they are completing tasks at the Civic Center, shopping at nearby stores or restaurants, or attending the Downey Theatre.

The proposed installation of these Level 3 fast charging stations will provide increased driving capacity for electric vehicles in a shorter period of time, resulting in shorter charging sessions and increased vehicle turnaround at the Civic Center.

City staff has been active in pursuing funding opportunities to meet the increasing demand for EV charging within the Civic Center.

In 2024, Clean Power Alliance (CPA) launched its Energized Communities Program to help CPA's partner communities reduce greenhouse gas emissions (GHGs) and promote sustainability by providing financial and technical support for various efforts, including vehicle electrification. Through its Pathways to Electrification program, CPA aimed to streamline implementation of electrification measures at municipal facilities within CPA's service area and offered up to $250,000 in funding to partner agencies to support creative decarbonization projects. In September 2025, City executed a participation agreement with CPA resulting in an award of $250,000 in grant funds to the City.

In 2024, the California Energy Commission (CEC) launched the FAST 2.0 program which sought to expand the state's public DC Fast Charger (DCFC) network to improve EV feasibility. Funded by the Clean Transportation Program, the initiative prioritizes equitable access across urban centers, highway corridors, and airport plazas. In March of 2025, the City applied for these funds and in July 2025, the City was awarded $560,000 through this program. City is working with the CEC to execute a grant agreement pending a CEC board meeting scheduled for February 11, 2026.

**ANALYSIS**

In compliance with the City of Downey's Cooperative Purchasing Policy, staff recommends awarding a contract to Positive Energy, Inc., an EV charging solutions provider, who holds contract number 051123-PST with Sourcewell.

Sourcewell is a local government and service cooperative that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state, and municipal governmental entities, education, nonprofit, tribal government, and other public entities located in the United States.

Sourcewell offers a network of awarded contracts that allows participants to take advantage of competitively priced labor, materials, and equipment costs. It follows competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services and is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. The City takes advantage of these Sourcewell cooperative agreements because they ensure competitive pricing, and they reduce staff time developing and managing procurement through a traditional public bid process, which can add up to two months to a project timeline. Overall, this saves the City money and leads to more efficient outcomes for staff.

In 2023, Sourcewell issued a request for proposals (RFP) for fleet electrification transition planning, management, and related services. In May 2023, Positive Energy, Inc. was awarded a contract with Sourcewell to provide equipment, products or services to Sourcewell and the entities that access their cooperative purchasing contracts.

On November 21, 2025, Public Works staff received a proposal from Positive Energy, Inc. for the design and installation of five Level 3 fast charging stations at the Civic Center. The proposed scope of work includes the procurement and installation of five Dual Port systems including cabinets, SIM cards and plans, credit card readers, and driver cloud-based support platform. Positive Energy, Inc. shall provide engineering design, permit coordination, and GPR/RPS scanning. The proposed construction work will include concrete pads for switch gear, transformer and charger pedestals, trenching through asphalt, concrete, landscaping, and installation of signage, bollards, and parking stall striping. Positive Energy, Inc. will install switch gear and transformer, conduit and wire, 5 DCFC units, and amp breaker.

The project contingency will address any unforeseen issues that may arise during the course of the project including repairs to substandard subflooring conditions that are outside of the scope of work. An estimated time of 4 months is anticipated to complete the design phase and an additional 18 months to complete the construction phase, including coordination with Southern California Edison (SCE) for extensive upgrades to their underground electrical infrastructure needed to accommodate the higher energy demands, for a total of 22 months. The proposed contract work is expected to begin in May 2026 and be complete by March 2028. Project duration is driven by extended supply chain lead times for electrical components of approximately 12–15 months). Design and SCE utility coordination will occur concurrently with procurement.

The City has accumulated approximately $549,000 over the last four years in SCAQMD annual allocated funds. In addition to these funds, staff has secured $160,140 in grant funding from the U.S. Department of Energy, $250,000 from CPA, and $560,000 from the CEC.

**CITY COUNCIL PRIORITIES**

Quality of Life, Safety and Infrastructure

**FISCAL IMPACT**

Approval of the recommended actions will result in an expenditure of $1,443,575 with an additional 5% contract contingency in the amount of $75,425 for a total estimated expenditure of $1,519,000. There are sufficient funds programmed in the Fiscal Year 2025-2026 CIP, as shown in the table below. Any unused project funds appropriated in this Fiscal Year will be carried forward in to future fiscal years to complete the project.

| Account No. | Funding Source | Amount |
|---|---|---|
| 22-1-6825-0520 | SCAQMD Fund | $549,000 |

| | | |
|---|---|---|
| 26-1-6825-0520 | Grant Fund- Clean Power Alliance | $250,000 |
| 26-1-6825-0520 | Grant Fund- U.S. Department of Energy | $160,140 |
| 26-1-6825-0520 | Grant Fund- California Energy Commission | $560,000 |
| | Total Project Funding: | $1,519,140 |

**Attachments**

Attachment_A_-_Positive_Energy_Contract_Agreement_1.13.26.pdf
Attachment B - Positive Energy Proposal.pdf

Docusign Envelope ID: 47171CE4-3938-461D-9CE5-6CB8DE15966A

# CONTRACT AGREEMENT

## ELECTRIC VEHICLE CHARGING STATIONS, PHASE 3 PROJECT

THIS CONTRACT is made and entered into at Downey, California this, 27TH day of January , 2026, by and between the ***CITY OF DOWNEY***, a chartered municipal corporation (hereinafter "City"), and ***POSITIVE ENERGY, INC.*** (hereinafter "Contractor").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS - Contractor agrees to perform all work specified in the attached Scope of Work included in the Proposal for Electric Vehicle Charging Stations, Phase 3 ("Project"), in accordance with the documents hereinafter described, which are by reference incorporated herein and made a part hereof, and are in the Office of the City Engineer.

   A. Plans for the Electric Vehicle Charging Stations, Phase 3 Project

   B. Specifications for the Electric Vehicle Charging Stations, Phase 3 Project

   C. Bids, including the ascertainment of prevailing wage.

   D. Proposal for the Electric Vehicle Charging Stations, Phase 3 Project, executed by the Contractor.

2. PAYMENT - In consideration thereof, the City agrees to pay to the Contractor the sum of **One Million Four Hundred Fourty-Three Thousand, Five Hundred Seventy Four Dollars and Sixty Seven Cents ($1,443,574.67)**, payable as set forth in the General Conditions, and in accordance with the Contract Unit Prices shown in the Bid Form:

**BASE BID- ELECTRIC VEHICLE CHARGING STATIONS, PHASE 3 PROJECT**

| ITEM | DESCRIPTION | QUANTITY & UNIT | UNIT PRICE | SUBTOTAL |
|---|---|---|---|---|
| 1 | PEi360 Cabinet 360Kw Dual Port System | 5.00 EA | $149,998.46 | $749,992.30 |
| 2 | DC System Onsite Commissioning | 5.00 EA | $5,487.00 | $27,435.00 |
| 3 | DCFC 5 Year Preventative Maintenance Plan | 5.00 EA | $19,951.00 | $99,755.00 |
| 4 | Level 3 PositivEnergy Cloud Platform & Driver Support | 50.00 EA | $789.00 | $39,450.00 |
| 5 | Cellular Super SIM Card (5 Years) | 25.00 EA | $15.68 | $392.00 |
| 6 | Cellular Data Plan (5 Years) | 25.00 EA | $20.16 | $504.00 |
| 7 | Credit Card Reader | 5.00 EA | $1,170.40 | $5,852.00 |
| 8 | Installation | 1.00 EA | $509,194.37 | $509,194.37 |

Docusign Envelope ID: 47171CE4-3938-461D-9CE5-6CB8DE15966A



| ITEM | DESCRIPTION | QUANTITY & UNIT | UNIT PRICE | SUBTOTAL |
|---|---|---|---|---|
| 9 | Freight Shipping | 1.00 EA | $11,000 | $11,000 |
| **TOTAL BASE BID CITY HALL – Items 1 to 9** (In Figures) | | | | **$1,443,574.67** |
| **TOTAL BASE BID CITY HALL – Items 1 to 9** (In Words) | **One Million Four Hundred Fourty-Three Thousand, Five Hundred Seventy Four and Sixty Seven Cents** | | | |

Docusign Envelope ID: 47171CE4-3938-461D-9CE5-6CB8DE15966A



3. INDEMNIFICATION. To the fullest extent allowed by law, Contractor and its subcontractors hereby agree to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to City, from and against any liability, claims, actions, costs, damages or losses, including reasonable costs and attorney's fees, for injury, including death to any person or damage to any property, arising directly or indirectly from, or in any manner relating to, any of the following:

   A. Performance or nonperformance of the Project by Contractor or its subcontractors of any lower tier;

   B. Performance or nonperformance of any of the obligations under the Contract Documents by Contractor or its subcontractors of any lower tier;

   C. The construction activities of the Contractor or its subcontractors of any lower tier, either on the Project site or on other properties;

   D. The payment or nonpayment by Contractor or any of its subcontractors of any lower tier for work performed on or off the Project site; and

   E. Any personal injury, property damage, or economic loss to third persons related to and arising from the performance or nonperformance of the Project by Contractor or its subcontractors of any lower tier.

   The indemnity obligations of subcontractors provided by this section shall be included in all subcontract documents issued by the Contractor. Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against City or any other Indemnitee.

Docusign Envelope ID: 47171CE4-3938-461D-9CE5-6CB8DE15966A



IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date and year first above written.

***POSITIVE ENERGY, INC.***

By: David Gould
Authorized Signatory (Print Name)

By: DocuSigned by: David Gould D481D387270743D...
Authorized Signatory (Signature)

Date: 1/13/2026

***CITY OF DOWNEY***

By: _____
Claudia Frometa, Mayor

Date: _____

APPROVED AS TO FORM:

By: Signed by: John M. Funk 2113120E28854FB...
John M. Funk, City Attorney

Date: 1/13/2026

ATTEST:

By: _____
Maria Alicia Duarte, CMC, City Clerk

Date: _____

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

***POSITIVE ENERGY, INC.***

By: _____
Authorized Signatory (Print Name)

By: _____
Authorized Signatory (Signature)

Date: _____

Note: This Contract Agreement must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as an attorney-in-fact must be attached.

Docusign Envelope ID: 47171CE4-3938-461D-9CE5-6CB8DE15966A

Bond No. _____

# PERFORMANCE BOND
# ELECTRIC VEHICLE CHARGING STATIONS, PHASE 3 PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded ("Contract") to ***Positive Energy*, Inc.** ("Principal"), for the **Electric Vehicle Charging Stations, Phase 3 Project.**

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of **One Million Four Hundred Fourty-Three Thousand, Five Hundred Seventy Four Dollars and Sixty Seven Cents ($1,443,574.67)**, this amount being not less than the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, or his/her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees as part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be treated as cost and included in any resolution.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the Specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or the work or the Specifications thereunder.

Docusign Envelope ID: 47171CE4-3938-461D-9CE5-6CB8DE15966A



IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to the authority of its governing body.

Date:_____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By:_____ | _____ |
| Its | Its |
| By:_____ | _____ |
| Its | Its |
| (Seal) | (Seal) |

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Docusign Envelope ID: 47171CE4-3938-461D-9CE5-6CB8DE15966A

Bond No. _____

# PAYMENT BOND
# (LABOR AND MATERIAL)
# ELECTRIC VEHICLE CHARGING STATIONS, PHASE 3 PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded ("Contract") to ***Positive Energy*, Inc.** ("Principal"), for the **Electric Vehicle Charging Stations, Phase 3 Project.**

WHEREAS, the Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of of **One Million Four Hundred Fourty-Three Thousand, Five Hundred Seventy Four Dollars and Sixty Seven Cents ($1,443,574.67)**, this amount being not less than the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, or his/her heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and attorneys' fees.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or these Specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or these Specifications thereunder.

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Date:_____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By:_____ | _____ |
| Its | Its |
| By:_____ | _____ |
| Its | Its |
| (Seal) | (Seal) |

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Docusign Envelope ID: 47171CE4-3938-461D-9CE5-6CB8DE15966A



# GENERAL LIABILITY/AUTOMOBILE LIABILITY INSURANCE DOCUMENTATION FOR CONTRACT AGREEMENT FOR THE CITY OF DOWNEY, CALIFORNIA ELECTRIC VEHICLE CHARGING STATIONS, PHASE 3 PROJECT

This document acknowledges insurance provided under the following:

☐ **COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART**

☐ **AUTOMOBILE LIABILITY INSURANCE COVERAGE PART**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this document is attached or in any endorsement which now or later attaches to the policy, the Company agrees as follows:

**ADDITIONAL INSURED:** The City of Downey, its officers, agents, and employees are included as additional insured, with respect to liability and defense of claims and suits arising out of the operations and uses performed by or on behalf of the named insured.

**CONTRIBUTION WAIVED:** This insurance is primary. The City of Downey's insurance program shall be in excess of this insurance. The Company shall not seek contributions from the City and its insurers.

**SEPARATION OF INSURED:** This insurance applies separately to each insured against whom the claim is made or suit is brought, except that the naming of multiple insureds shall not increase the Company's limits of liability. The inclusion of any person, organization, firm, or entity as an insured under the policy shall not affect any right such person, organization, firm, or entity would have as a claimant if not so included.

**CANCELLATION NOTICE:** If the Company elects to cancel or terminate this insurance before the stated expiration date, declines to renew a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company shall mail a written notice to the City at least 30 days in advance of such election. For non-payment of premium, the Company shall give the City at least ten (10) days' advance written notice of cancellation or termination.

Except as stated above, all other endorsements, provisions, conditions, limits, and exclusions of this insurance shall remain unchanged.

| COMMERCIAL GENERAL LIABILITY POLICY NUMBER: | AUTOMOBILE LIABILITY POLICY NUMBER: |
|---|---|
| | |

**By my signature on this insurance document, I warrant that I have the authority to bind the insurance company and do so bind the company to this document:**

| AUTHORIZED REPRESENTATIVE'S SIGNATURE: | DATE SIGNED: |
|---|---|
| | |

Docusign Envelope ID: 47171CE4-3938-461D-9CE5-6CB8DE15966A

# GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF DOWNEY

1. For faster processing of your permit application, lease, contract, or purchase order, please give this insurance document to your insurance company or its authorized representative for completion of this form. No modifications to this form are permitted.

2. **If your insurance company or the authorized representative chooses instead to use its endorsement form, you should allow for extra processing time by the City. The City Attorney's office must review all insurance company forms for compliance with the conditions of your permit, lease, contract, or purchase order, or other City insurance requirements.**

3. In addition to this insurance document or your insurance company's endorsement form, you must submit to the City a "certificate of insurance" from your insurance company. The certificate must comply with the City's insurance requirements.

4. **YOUR CERTIFICATE OF INSURANCE AND THIS INSURANCE DOCUMENT MUST SHOW <u>COMMERCIAL GENERAL LIABILITY COVERAGE</u> AND <u>AUTOMOBILE LIABILITY COVERAGE</u> UNLESS CITY PERSONNEL INSTRUCT YOU OTHERWISE.**

5. Please return this insurance document and the certificate to the City Department below:

| | |
|---|---|
| **Permit Applicants:** | **Engineering Division** |
| **Vendors:** | **Purchasing** |
| **Contractors, Consultants, Lessees:** | **City Department responsible for your Contract or requesting your services** |

POSITIVENERGY

Sourcewell
Awarded Contract
Contract # 051123-PST

| | | | |
|---|---|---|---|
| Account Name | City of Downey | Quote Number | 00000469 |
| | | Created Date | 11/21/2025 |

| Product | Product Code | Product Description | Sales Price | Quantity | Subtotal | Total Price |
|---|---|---|---|---|---|---|
| PEi360 Cabinet 360kW | PE01PO-DC360-480-PCOC-3 | 360kW Dual Port System | $149,998.46 | 5.00 | $749,992.30 | $749,992.30 |
| DC System Onsite Commissioning | PE01PO-MCOM | | $5,487.00 | 5.00 | $27,435.00 | $27,435.00 |
| DCFC 5 Year Preventative Maintenance Plan | PE01PO-MP05 | | $19,951.00 | 5.00 | $99,755.00 | $99,755.00 |
| Level 3 PositivEnergy Cloud Platform & Driver Support | PE01IP-MCP3 | Software subscription to PositivEnergy Cloud Management platform per L3 DCFC Charging Port. Renews annually. Includes 24/7 driver support service. ( 5 Year Plan) | $789.00 | 50.00 | $39,450.00 | $39,450.00 |
| Open Market, Sourced Good | Cellular Super SIM Card (5 Years) | Accessory, add-on, or additional component governed by terms on page 30, Table 11, Line 63 but not specifically listed in Product Portfolio. Pricing is on a cost plus basis. | $15.68 | 25.00 | $392.00 | $392.00 |
| Open Market, Sourced Good | Cellular Data Plan (5 Years) | Accessory, add-on, or additional component governed by terms on page 30, Table 11, Line 63 but not specifically listed in Product Portfolio. Pricing is on a cost plus basis. | $20.16 | 25.00 | $504.00 | $504.00 |
| Open Market, Sourced Good | Credit Card Reader | Accessory, add-on, or additional component governed by terms on page 30, Table 11, Line 63 but not specifically listed in Product Portfolio. Pricing is on a cost plus basis. | $1,170.40 | 5.00 | $5,852.00 | $5,852.00 |
| Installation Estimate | PE01IP-MINS | | $509,194.37 | 1.00 | $509,194.37 | $509,194.37 |
| Freight Shipping (Estimate) | | This cost is an estimate. The final freight cost will appear on the final invoice. | $11,000.00 | 1.00 | $11,000.00 | $11,000.00 |

| | |
|---|---|
| Subtotal | $1,443,574.67 |
| Grand Total | $1,443,574.67 |

| | | | |
|---|---|---|---|
| Bill To Name | City of Downey | Ship To Name | City of Downey |
| Bill To | United States | Ship To | United States |


| | |
|---|---|
| Prepared By | Bertan Hatipoglu |
| Phone | (310) 405-4949 |
| Email | bertan@positivenergy.us |

## Explicit Compliance Confirmation:

**Build America, Buy America (BABA) Compliance:** The chargers we plan to install for this project are BABA Compliant.

**Prevailing Wage Compliance:** Our installation estimates include Prevailing Wage Compliance.

## Terms and Conditions

General Terms and Conditions

- Sale subject to contract terms established in Sourcewell Contract 051123-PST
- To order, customers may issue a purchase order, or sign and return a product quote. For signed quotes, PositivEnergy to issue invoice confirming acceptance of purchase order.
- Installation pricing is an indicative estimate unless otherwise specified. Installation estimates and quotes can be provided following an engineering site visit by PositivEnergy or its subcontractors.
- Shipping is excluded unless otherwise noted. Customer may arrange for pickup with shipping carrier of their choice from PositivEnergy/s facilities in the US or provide a preferred carrier account number. Alternatively PositivEnergy can arrange for shipping services which will be billed on a cost plus basis.

Payment Terms:

- Bulk orders or equipment custom manufactured to order require a 20% deposit at order placement.
- Non-contract items, installation, accessories, or add-ons are sold on a cost plus basis and may require a deposit if required by the component vendor.
- Sales Tax is excluded unless otherwise noted. For non-exempt customers, an estimate of sales tax can be requested prior to contracting, or will be billed based on calculated tax at time of invoice.

**The following payment schedule outlines milestone-based payments for the project, with percentages due at each stage as specified below:**

**EV charger + additional equipment + shipping = $767,740.30**
- 30% upon order
- 70% upon delivery

**Installation = $509,194.37**
- 10% Invoiced upon executed agreement.
- 40% Invoiced upon design approval/permit issuance.
- 40% Invoiced upon conduit, electrical gear, and charger installation (not including commissioning).
- 10% Invoiced upon completed installation.

**Commissioning + Maintenance + Software = $166,640.00**
- 100% of commissioning/maintenance/software costs upon commissioning completion

Signature

_____

Name: _____
Title: _____
Date: _____

# Appendix A: Estimated Construction & Installation Scope and Costs

| Name | Description | Quantity | Rate | Total |
|---|---|---|---|---|
| Engineered Base Design and Permit Coordination & Filing | Electrical permit & plan set creation (includes site plan, riser, 1-line diagram) | 1 | $ 9,075.00 | $ 9,075.00 |
| Utility Coordination | Engage utility to confirm design and secure interconnection agreement Excludes any utility fees | 1 | $ 6,050.00 | $ 6,050.00 |
| Project Management Fee | Management fee including, but not limited to handling communication to all involved parties in order to coordinate and facilitate the successful installation of EVSE. | 1 | $ 3,025.00 | $ 3,025.00 |
| GPR / RPS Scanning - Up to 10,000 Square Feet | Ground Penetrating Radar (GPR) is a real-time NDT technique that uses high frequency radio waves, yielding data with very high resolution in a short amount of time. This technique uses electromagnetic waves that travel at a specific velocity determined by the permittivity of the material. Ground Penetrating Radar (GPR) and Global Positioning Systems (GPS) to traditional locating systems, we can provide you with complete data of subsurface site conditions. CAD File with site results included | 1 | $ 2,171.95 | $ 2,171.95 |
| Pour Concrete Pad for Switchgear & Transformer up to 14' x 4' | 14' x 4' reinforced concrete pad Pad to support switchgear, customer transformer and panel | 1 | $ 17,424.00 | $ 17,424.00 |
| Furnish and Install 2500A 480/277V switchgear | Switchgear for new metered service Type 3R Enclosure 65K SCCR 480/277V 3PH 4W Meter Fusing CT Metered Ring Type SKT 3000 Amp 3P Main C/B (LUG-LUG) - 65KAIC Distribution Block Includes up to (4) 3P LUG-LUG C/B Aluminum Construction Painted ANSI 61 Gray | 1 | $ 183,920.00 | $ 183,920.00 |
| Furnish and Install 3 Phase 600 Amp Breaker In Switchgear | Furnish and Install 3 Phase 600 Amp Breaker In Switchgear - material and labor | 5 | $ 4,840.00 | $ 24,200.00 |
| Trenching Linear Foot (hardscape asphalt) | | 100 | $ 332.75 | $ 33,275.00 |
| Trenching Linear Foot (softscape) | | 60 | $ 96.80 | $ 5,808.00 |
| Trenching Linear Foot (concrete) | | 50 | $ 217.80 | $ 10,890.00 |
| Furnish and Install Conduit & Wire For 360 KW DCFC Per Foot Underground | Furnish and Install Conduit & Wire For 360 KW DCFC Per Foot - Underground | 350 | $ 290.40 | $ 101,640.00 |
| Pour Concrete Pad for DCFC Charger Pedestal | Maximum 36" x 28" DC and communications conduit stub-up Depth and reinforcement to be AHJ compliant | 5 | $ 1,905.75 | $ 7,875.00 |
| DCFC User Unit Installation or DCFC User Unit Replacement | Anchor user unit to prepared surface with Conduit stub-up Remove existing DCFC User Unit (when replacing existing DCFC ) Relocate conduit and junction boxes up to 10 ft, as necessary Terminate and energize unit | 5 | $ 4,537.50 | $ 22,687.50 |
| DCFC Commissioning Only - Each Additional Charger | Includes commissioning each additional DCFC unit. Includes charger commissioning for OCPP/software | 5 | $ 605.00 | $ 3,025.00 |
| Furnish and Install Bollard | | 14 | $ 664.29 | $ 9,300.06 |
| Parking Stall Striping per Parking Space (Standard Parking Space/Non-ADA) | Re-stripe per parking spot | 9 | $ 574.75 | $ 5,172.75 |
| Parking Stall Striping/ADA Striping per Parking Space (Van Accessible) | Re-stripe for ADA compliance Per parking spot | 1 | $ 785.29 | $ 785.29 |
| Install Signage | Drill/prepare concrete or other mounting surface | 10 | $ 60.50 | $ 605.00 |
| Install Pedestal for EV Signage | Drill holes in concrete mounting surface Assemble unistrut pedestal and boot Anchor pedestal to concrete surface | 10 | $ 181.50 | $ 1,815.00 |
| Forklift Rental- Per Day | Forklift Rental - Per Day | 3 | $ 1,815.00 | $ 5,445.00 |
| Prevailing Wage Adder (Per Hour) | Additional Labor Costs (Per Hour) | 477 | $ 51.90 | $ 24,754.82 |
| Landscaping restoration (allowance) | Includes shrub/hedge removal and replacement up to ~1,500 sf or 200 lf, irrigation cut-and-cap and lateral repairs up to ~200 lf, topsoil and mulch, limited sod restoration, two mobilizations, disposal, and PW compliance | 1 | $ 30,250.00 | $ 30,250.00 |
| | | | | |
| | | | **Total** | **$ 509,194.37** |

Note: This cost breakdown assumes SCE will bring power directly to the parking lot.

## Included Scope (summary)

- Design and permitting coordination. Up to two AHJ visits and an engineering stamp if required by AHJ.
- Utility coordination to open and track the Rule 29 process.
- Our assumption is that the utility brings the power / transformer to somewhere within the parking lot side close to the library's entrance
- Subsurface scanning (GPR/RPS) with a CAD deliverable.
- Concrete pad for customer switchgear or customer-side transformer, sized up to 14' x 4'.
- Customer 480/277 V service gear sized for the approved design with distribution breakers to each DCFC.
- Trenching by surface type at stated unit rates.
- Conduit and feeder wire to each DCFC at stated unit rates
- Charger pads, set and connect five DCFC, and commissioning support.
- Bollards, signage, and parking stall striping per the quantities in the pricing sheet, subject to change per AHJ.
- Prevailing Wage compliance and required equipment rental.

**Exclusions & Additional Notes**

- Trenching, conduit, and feeder wire are included in the proposal at stated initial quantities. Final quantities will be adjusted to the utility-approved meter/switchgear location and routed path after Field Verification Review. The contract value will true up using the listed unit pricing.

# Appendix B



# PositivEnergy

Proven industry leaders serving customers with mission critical EV Charging, Infrastructure, and Battery Storage needs

City of Downey

# Who’s on the call today

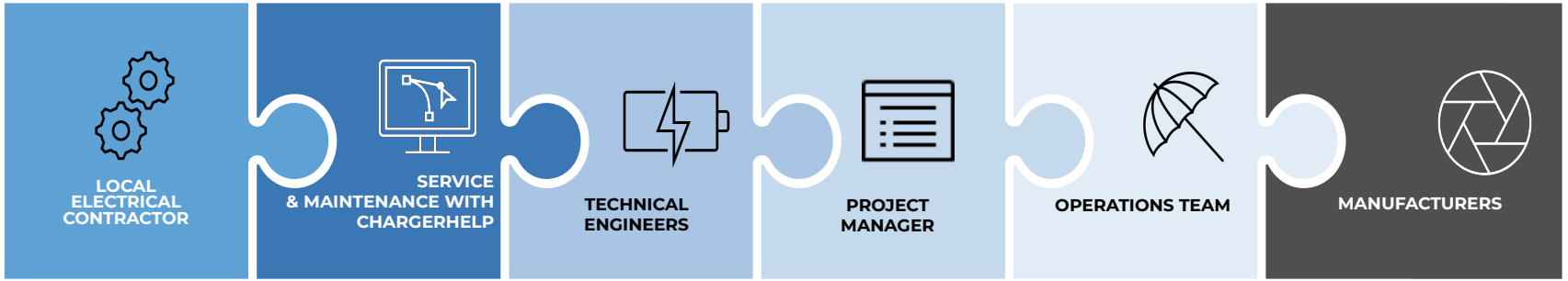


**Russ Ellis**
Senior Vice President



**Bertan Hatipoglu**
Sales Engineer

# Downey Charger Project: From Vision to Reality




PositivEnergy Proprietary & Confidential 2025

# Project Goals

- Bring accessible high-speed charging to City of Downey
- Ease of execution: Using SourceWell contract, have one source for equipment, installation, warranty, maintenance, operations
- Effective compliance and execution of existing government grants
- Customer experience matters – Exceptional Customer service
- Minimal disruption to Library and City Hall.




PositivEnergy Proprietary & Confidential 2025

# The PositivEnergy Advantage

- **We make Electrification easy:** End-to-end product and service offerings for entirety of electrification process
- **Extensive Team Expertise:** utility, battery, EV charging, software, installation, design, engineering - Public & commercial charging
- **PositivAssess Platform:** allows us to modify pricing strategies based on 100's of data points
- **Partnerships:** Local boots on the ground
- **Contract manufactured hardware:** Direct access to manufacturer allows for quick resolutions
- **4-year competitive government contract:** Pre-vetted and pre-qualified SourceWell contract
- **Best warranty in industry:** Industry average 1-2 years. PositivEnergy's is 5 years on all chargers

POSITIVENERGY

**80%** of our clients come to us after other solutions failed and then buy again

**Over 100** collaborations with municipalities

**15K+** EV charging sites evaluated

**Out of 1K+** charging ports installed, delivered or contracted only 2 chargers have ever been down (and fixed within 72 hours)

# Market Expertise

- Rich understanding of EV charging landscape - Electric vehicles, batteries/energy storage, charging, and utilities
- Experienced with diverse needs and challenges - providing diverse solutions
- Advanced Technologies for leading energy companies in North America
- 4-year competitive government contract - 50K municipal customers utilizing PositivEnergy for guidance on electrification
    - Consulting and procurement
    - Hardware & Software
    - Financing




**Sample project**: City of Torrance, CA

**Key Initiative: Electrification Roadmap:** The City of Torrance, operating an extensive fleet of over 250 vehicles, is obligated to comply with the stringent environmental standards set by the California Air Resources Board (CARB). PositivEnergy partnered with the city to create a long term electrification roadmap. This is the precursor to a long term relationship encompassing over 9 distinct fleets in 2024 and beyond.

# PositivEnergy's Team Downey

- **Overall Project Manager-** Morgan Kerns - Sr. Project Director at PositivEnergy
- **Design & Engineering, Project Manager** - Bertan Hatipoglu – Sales Engineer PositivEnergy, Ankur Doshi - Sales Engineering Director
- **Service & Maintenance Manager** - Brett Steudle - Senior Account Executive
- **IT & Software Integration** - David Catron - IT Manager at PositivEnergy
- **Comprehensive point of contact** - Russ Ellis - SVP at PositivEnergy
- **Executive point of contact & Technical Advisor** – David Gould- Chief Operating Officer PositivEnergy




City of Downey

# Project Outline

PositivEnergy will provide an end-to-end experience in electrification for the City of Downey:

PositivEnergy will manage:

- Planning
- Design & Engineering
- Permitting and Regulation Compliance
- Procurement
- Construction & Installation
- Utility Coordination
- Maintenance & Operations
- Data Reporting



# Grant Considerations

- **Minimum Power:** minimum 150kW per port (ours can output 180kW per port)
- **Warranty:** 5 Years Warranty
- **Software Monitoring:** 5 Years software monitoring and reporting
- **Preventative Maintenance:** 5 Years Preventative Maintenance
- **Port/connector types:** All CCS-1 (Combined Charging System Standard)
- **Number of parking stalls served:** 10 stalls (by 10 ports coming out of 5 chargers)
- **Communication protocols:** OCPP 1.6J
- **Network communications:** Ethernet, 4G/Wi-Fi
- **Build America, Buy America:** Compliant

# Financial Considerations

| Product | Product Code | Product Description | Sales Price | Quantity | Subtotal | Total Price |
|---|---|---|---|---|---|---|
| PEi360 Cabinet 360kW | PE01PO-DC360-480-PCOC-3 | 360kW Dual Port System | $149,998.46 | 5.00 | $749,992.30 | $749,992.30 |
| DC System Onsite Commissioning | PE01PO-MCOM | | $5,487.00 | 5.00 | $27,435.00 | $27,435.00 |
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| Installation Estimate | PE01IP-MINS | | $509,194.37 | 1.00 | $509,194.37 | $509,194.37 |
| Freight Shipping (Estimate) | | This cost is an estimate. The final freight cost will appear on the final invoice. | $11,000.00 | 1.00 | $11,000.00 | $11,000.00 |

| | |
|---|---|
| Subtotal | $1,443,574.67 |
| Grand Total | $1,443,574.67 |



# Implementation Plan

**1. Roadmap Discussion and Review with City of Downey**

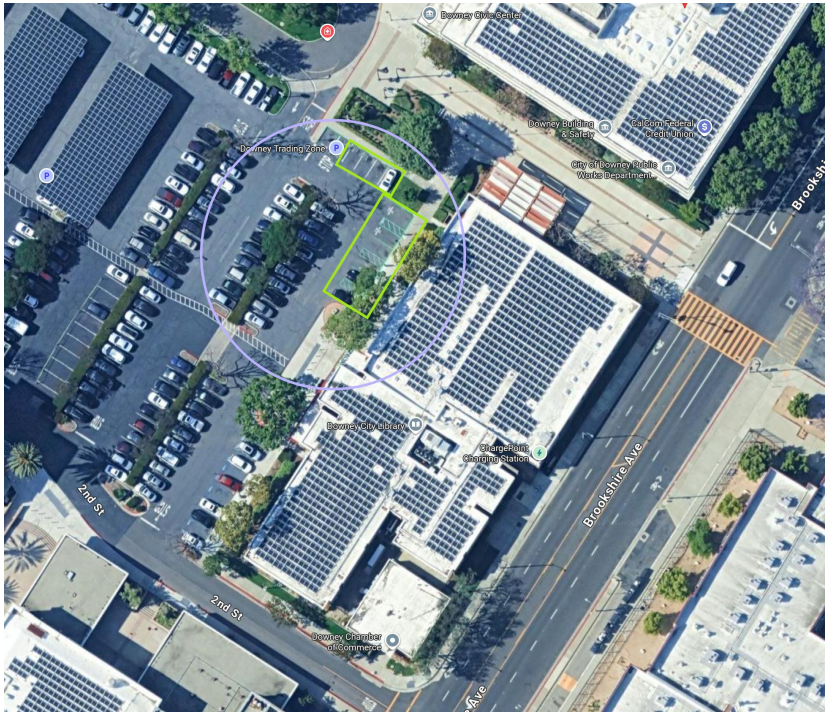
**2. Project Design & Other Preparatory Steps**

- *2.1 Engineering and Design*
- *2.2 Utility Coordination*
- *2.3 Procurement*
- *2.4 Permitting*
- *2.5 Preparation of Labor Logistics & Site Prep*

**3. Construction and Installation**

**4. Final Steps**

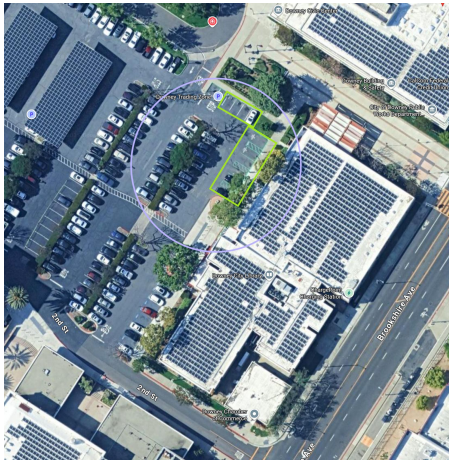
- *4.1 Final Inspections, Testing and Commissioning*



# Implementation Plan

Included scope (summary)

- Design and permitting coordination. Up to two AHJ visits and an engineering stamp if required by AHJ.
- Utility coordination to open and track the Rule 29 process.
- Our assumption is that the utility brings the power / transformer to somewhere within the blue circle
- Subsurface scanning (GPR/RPS) with a CAD deliverable.
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- Charger pads, set and connect five DCFC, and commissioning support.
- Bollards, signage, and parking stall striping per the quantities in the pricing sheet, subject to change per AHJ.
- Prevailing Wage compliance and required equipment rental.



# Training & Continued Education

- **City of Downey to identify 1-3 system administrators**
- **Schedule onboarding kickoff call**
- **EV Charging Basics:**
  - Introduction to EV charging software and apps
  - User experience and troubleshooting common issues
- **Customer Service Integration: Software**
  - How to support users with the EV charging app
  - Handling customer inquiries and technical support requests
- **App Integration Training:**
  - Training on app functionality and user interface for troubleshooting
- **Ongoing meeting with system administrators:**
  - Monthly revenue
  - Reporting
  - Firmware & Software Updates
  - New Features

# Maintenance & Replacement

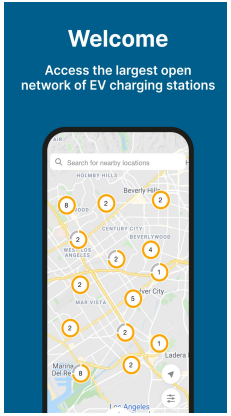
- **Tier 1** - 24/7 customer service - trained to handle general inquiries and common issues. They focus on quickly resolving issues via software and troubleshooting.
- **Tier 2** - Technical support team - handles complex issues that require advanced troubleshooting or access to internal systems. collaborates closely with other departments, such as engineering, to address issues that go beyond standard support protocols.
- **Tier 3** - Senior technical support - highest level of support. Expert senior support staff to handle critical and complex issues that require advanced technical skills and in-depth product knowledge.

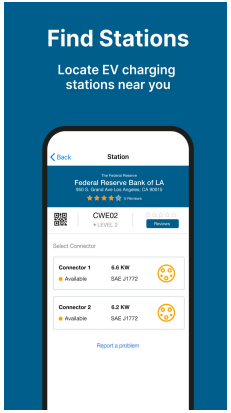
- Upon notification of an issue, PositivEnergy team will make every effort to rectify the issue remotely
- If issue can not be resolved, we will have a technician to visit the site within 48 hours
- If issue can not be resolved on location, PositivEnergy will rip and replace within 7 days
- ChargerHelp - Proprietary software platform will ensure a seamless charging experience with a 99.8% uptime guarantee, backed by game-changing technology and a team of industry experts on the ground
- This means with PositivEnergy's equipment, customers charge faster, with greater uptime so you have zero headaches and generate more revenue

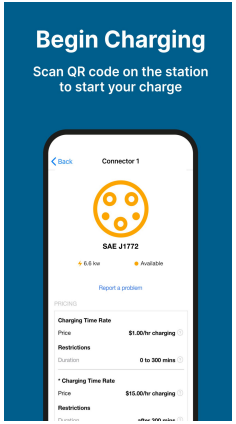
# PositivEnergy Software

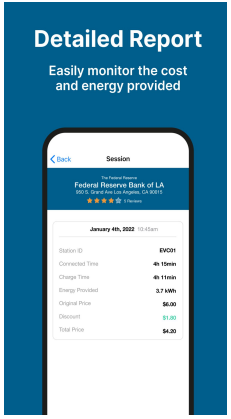
Proprietary software platform hosted by 3rd party, to provide a robust reporting suite

- **Real-time visibility** into station use, revenue, and operational health with comprehensive reporting
- **Healthier stations** guaranteed with remote monitoring, advanced diagnostics, and 24-7 customer support
- **Reduced energy costs** with load management and scheduled charging
- **Enhanced driver experience** with easy-to-use app, credit card processing, and customer support
- **Optimized charging** allows charging optimization, automatic alerts, and cost reporting
- **App integration** our app utilizes various APIs to integrate seamlessly with existing loyalty program and Apps
- **Over the air updates** regular software updates will maintain compatibility with new EV models and enhance user interfaces



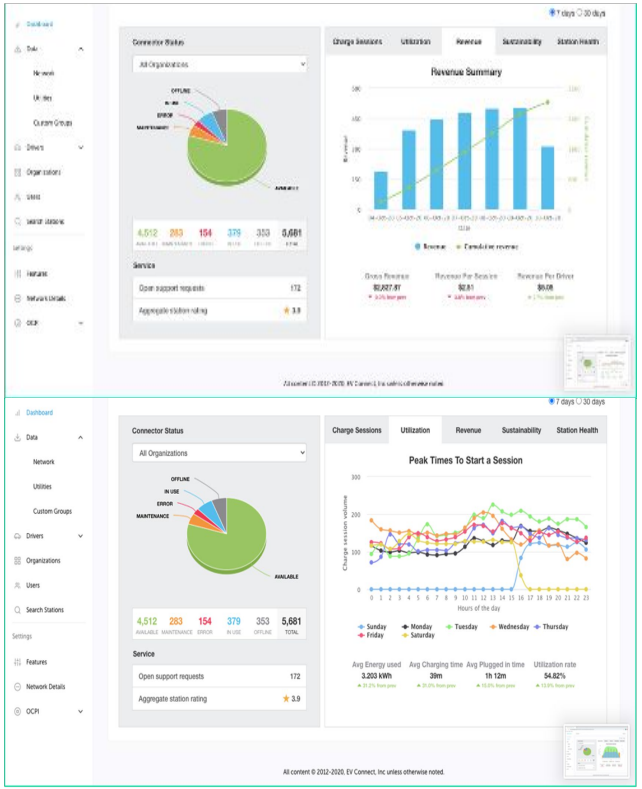



# Advanced Data Reporting & Functionality

**Comprehensive, customizable software package integrated into your business model.**

- **Maximize Revenue**
  - **Set variable pricing** based on charging time, parking time, and energy usage. Set a flat fee or cost per kWh
  - **Custom API's to integrate existing platforms and apps** - bringing in even more data to drive pricing decisions, and integrate with loyalty programs
  - **Real time visibility into transactions**, allowing you to monitor your stations' performance against your revenue goals as EV adoption grows and your stations usage increases

- **Further reduce costs**
  - **Manage site power limitations and/or peak demand charges** by reducing energy usage during peak demands
  - **Scheduled charging and pricing policies** to align with utility real-time rates
  - **Reduce burden on the grid**, already facing strain from "traditional" peak demand, to avoid blackouts while optimizing charging



# Next Steps

- City of Downey Team Review
- Q&A with PositivEnergy
- Contract Discussions
- Utility Engagement
- Design & Engineering
- Procurement & Installation



# Appendix

# Example Report Fields

| Report | Column Label | Sample Value |
|---|---|---|
| ChargeSession_Interval_Report | Interval ID | 0e7b5df9-b88f-4f43-bfbf-b81e07997fd4 |
| ChargeSession_Interval_Report | EVSE ID | b25793b0-db3c-4400-8b69-a601aed62688 |
| ChargeSession_Interval_Report | Charge Event ID | b0bde566-f02d-4d78-a83e-8d2ec0818a9a |
| ChargeSession_Interval_Report | Vehicle Connect Time | 2024-01-12T21:19:17Z |
| ChargeSession_Interval_Report | Vehicle Disconnect Time | 2024-01-12T21:38:14Z |
| ChargeSession_Interval_Report | Charge Event Start Time | 2024-01-12T21:19:17Z |
| ChargeSession_Interval_Report | Charge Event End Time | 2024-01-12T21:38:14Z |
| ChargeSession_Interval_Report | Average Power Per Charge Event (kW) | 0.478100264 |
| ChargeSession_Interval_Report | Energy Per Charge Event (kWh) | 0.151 |
| ChargeSession_Interval_Report | Energy ODO (kWh) | 0.151 |
| ChargeSession_Interval_Report | Power Start Time | 2024-01-12T21:19:17Z |
| ChargeSession_Interval_Report | Power End Time | 2024-01-12T21:30:00Z |
| ChargeSession_Interval_Report | 15-Min Peak Power (kW) | 0.504 |
| ChargeSession_Interval_Report | 15-Minute Average Power (kW) | 0.46400622 |
| ChargeSession_Interval_Report | 15-Minute Energy Dispensed (kWh) | 0.46400622 |

# Example Report Fields

| Report | Column Label | Sample Value |
|---|---|---|
| ChargeSession_Interval_Report | Interval ID | 0e7b5df9-b88f-4f43-bfbf-b81e07997fd4 |
| ChargeSession_Interval_Report | EVSE ID | b25793b0-db3c-4400-8b69-a601aed62688 |
| ChargeSession_Interval_Report | Charge Event ID | b0bde566-f02d-4d78-a83e-8d2ec0818a9a |
| ChargeSession_Interval_Report | Vehicle Connect Time | 2024-01-12T21:19:17Z |
| ChargeSession_Interval_Report | Vehicle Disconnect Time | 2024-01-12T21:38:14Z |
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| ChargeSession_Interval_Report | 15-Min Peak Power (kW) | 0.504 |
| ChargeSession_Interval_Report | 15-Minute Average Power (kW) | 0.46400622 |
| ChargeSession_Interval_Report | 15-Minute Energy Dispensed (kWh) | 0.46400622 |

| Report | Column Label | Sample Value |
|---|---|---|
| TransactionReport | Date | 7/22/2024 |
| TransactionReport | Driver ID | 57a474ed-8e3e-4d5e-aa70-6e8f95983e67 |
| TransactionReport | Transaction ID | nbe7wc91 |
| TransactionReport | Payment Processor | BRAINTREE |
| TransactionReport | Transaction Item | 1.62 |
| TransactionReport | Currency | USD |

# Example Report Fields

| Report | Column Label | Sample Value |
|---|---|---|
| SessionReport | Date | 4/2/2024 |
| SessionReport | Station Name | Boca Raton St Andrew's Station |
| SessionReport | Location Name | St Andrews, Boca Raton |
| SessionReport | Country | USA |
| SessionReport | Charge Box ID | "00141648D9837301" |
| SessionReport | Station Network Name | PositivEnergy |
| SessionReport | Connector ID | 1 |
| SessionReport | Driver ID | 991ffaaa-083b-417b-ae00-0c60a8e18115 |
| SessionReport | Vehicle ID | |
| SessionReport | ID Tag | VID:9012A172D7E1 |
| SessionReport | Connected Time | 11:30:08 AM |
| SessionReport | Disconnected Time | 11:31:55 AM |
| SessionReport | Charge Duration (min) | 9.016666667 |
| SessionReport | Connected Duration (min) | 9.016666667 |
| SessionReport | Energy Provided (kWh) | 1.298 |
| SessionReport | Peak Power | 10.824 |
| SessionReport | Driver Group | Test Pricing Plan |
| SessionReport | Charge Session Amount | 0 |
| SessionReport | Plan Discount | 100 |
| SessionReport | Coupon Discount Amount | 0 |
| SessionReport | Driver Net Amount | 0 |
| SessionReport | Tax | 0 |
| SessionReport | Total Transacted Amount (Driver) | 0 |
| SessionReport | Session Fee Amount | 0 |
| SessionReport | Customer Net Amount | 0 |
| SessionReport | Currency | USD |
| SessionReport | Transaction Id | |
| SessionReport | Payment Processor | |
| SessionReport | Session Status | PAID |
| SessionReport | Invalidity Reason | |
| SessionReport | eMSP | |
| SessionReport | Tax-Inclusive | FALSE |
| SessionReport | Payment Status | PAID |
| SessionReport | Payment Status Reason | |
| StationsReport | Station Name | Boca Raton St Andrew's Station |
| StationsReport | EVSE ID | 6511908113bd830382e477e5 |
| StationsReport | Connector External ID | 5f23f778-ddcf-486e-b2f7-dadfadb0793c |
| StationsReport | QR Code | PEtest1 |
| StationsReport | Connector ID | 1 |
| StationsReport | Location Name | St Andrews, Boca Raton |
| StationsReport | Location ID | b010944b-666a-4dc5-96d3-9879af7dab6a |
| StationsReport | Serial No. | 91227000026T25000172 |
| StationsReport | Installation Date | 9/18/2023 |
| StationsReport | Charge time (min) | 74.63333333 |
| StationsReport | Connected Time (min) | 123.5833333 |
| StationsReport | Energy Output (kWh) | 2.23 |

# Equipment




**Features**

- Dual port high speed charging
- Included cable management
- Over-the-air firmware updates
- Predictive maintenance support
- Credit card processor

| **Electrical Specifications** | |
|---|---|
| Input Voltage | 480V (3P+N+PE) 60Hz |
| Output Voltage | 150-1000VDC |
| Display | 10” LCD touchscreen |
| Output Power (kW @ max A) | x1 360kW or x2 180kW |
| Communication | Ethernet, 4G/Wi-Fi |
| Charging Plug | CCS1 x2 |

Item No. 5.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPROVAL OF A CONTRACT WITH F.M. THOMAS AIR CONDITIONING, INC. FOR THE UPGRADING OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM INCLUDING CONTROLS AT THE MCCAUGHAN GYMNASIUM, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 26-16** |

## EXECUTIVE SUMMARY

The City Council will consider awarding a contract agreement to F.M. Thomas Air Conditioning, Inc. (F.M. Thomas) for the replacement of the outdated and inefficient HVAC components at the McCaughan Gymnasium Facility, which has exceeded its useful life. The new system will replace several key mechanical components and required controllers that are becoming increasingly difficult to service. If approved, the work is expected to begin in April 2026 and is anticipated to be completed by June 2026.

## RECOMMENDATION

That the City Council:

1. Approve a public works contract agreement with F.M. Thomas Air Conditioning, Inc. in the amount of $390,121 and a five percent project contingency in the amount of $19,506 for the upgrade of the HVAC system at the McCaughan Gymnasium Facility; and,

2. Authorize the City Manager to execute all amendments to the agreement.

## BACKGROUND

The existing HVAC system at the McCaughan Gymnasium consists of five roof mounted package units. Each unit is over 20 years old. While all of the units are currently functional, there have been several breakdowns resulting in excessive repair costs and downtime. As the gym is frequented by multiple public groups, having the HVAC system out of service creates challenges and inconveniences for the programming scheduled at this facility. In addition, replacement parts are becoming obsolete and difficult to source which creates extended downtime. The existing system controls are analog thermostats which are inefficient by current standards. Upgrading to a digital control system will allow for more precise HVAC control of the multiple areas within the facility.

Public Works staff has maintained the deteriorating HVAC system in an effort to extend its useful life. However, it is a highly inefficient system that requires excessive levels of maintenance and service to keep it running at minimum service levels.

## ANALYSIS

In compliance with the City of Downey's Cooperative Purchasing Policy, staff recommends piggybacking on an existing competitively bid contract between the Orange County Sheriff Coroner and F.M. Thomas to replace the HVAC system at the McCaughan Gymnasium. Piggybacking on the agreement from the Orange County Sheriff Coroner allows the City to take advantage of competitively priced labor, materials, and equipment costs.

Additionally, F.M. Thomas is an HVAC company with the personnel and experience necessary to perform the contract work quickly and efficiently. It currently performs routine maintenance on the existing system through a maintenance contract with the City and have recently completed the replacement of a new system at the Barbara J. Riley Community and Senior Center and the Downey Police Department Facility. Its experience and familiarity with City HVAC systems make the firm best positioned to complete the work in a timely and effective manner.

On December 16, 2025 Public Works staff received a cost proposal from F.M. Thomas in the amount of $390,121 to remove and replace the existing HVAC system and perform related upgrades to ancillary systems at the McCaughan Gymnasium. The cost proposal is based on the unit pricing for labor, equipment, and materials already adopted in the competitively bid contract with the Orange County Sheriff Coroner. The scope of work includes removal and replacement of five rooftop package units, removal of existing analog controls, and replacement with a direct digital control Carrier i-Vu building automation system.

Public Works will coordinate the work between Parks and Recreation staff and F.M. Thomas to limit the impact on the facility's operations. Once approved, F.M. Thomas is expected to begin the contract work in February and, barring any unexpected weather delays, will complete the work by June 2026.

**CITY COUNCIL PRIORITIES**

Quality of Life, Safety and Infrastructure

**FISCAL IMPACT**

Approval of the recommended actions will result in an expenditure of $390,121 with an additional five percent contract contingency in the amount of $19,506 for a total estimated project expenditure of $409,627. There are sufficient funds programmed in the Fiscal Year 2025-2026 CIP under account number 40-1-6949 for CIP 26-16: HVAC Improvements at McCaughan Gymnasium project in the amount of $410,000 for the recommended actions.

**Attachments**

McCaughan_Gym_HVAC_System_Agreement- for Agenda link.pdf

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# CONTRACT AGREEMENT

## CAPITAL IMPROVEMENT PROJECT NO. 26-16:
## MCCAUGHAN GYM HVAC REPLACEMENT PROJECT

THIS CONTRACT is made and entered into at Downey, California this 27th day of January 2026, by and between the ***CITY OF DOWNEY***, a chartered municipal corporation (hereinafter "City") and ***F.M. THOMAS AIR CONDITIONING, INC.***, (hereinafter "Contractor").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS - Contractor agrees to perform all work specified in the attached Scope of Work included in the Bidder's Proposal for McCaughan Gym HVAC Replacement Project, CIP No. 26-16 ("Project"), in accordance with the documents hereinafter described, which are by reference incorporated herein and made a part hereof, and are in the Office of the City Engineer.

   A. Plans for HVAC Improvements at the McCaughan Gym under Capital Improvement Project No. 26-16.

   B. Specifications for HVAC Improvements at the McCaughan Gym under Capital Improvement Project No 26-16.

   C. Proposal, including ascertainment of prevailing wage.

   D. Instructions to Proposers.

   E. Proposal for HVAC Improvements at McCaughan Gym under Capital Improvement Project No 26-16, executed by the Contractor.

2. PAYMENT - In consideration thereof the City agrees to pay to the Contractor the sum of **Three Hundred Ninety Thousand One Hundred Twenty Dollars ($390,120.00)**, payable as set forth in the General Conditions, and in accordance with the Contractor's Price Proposal and Unit Prices shown in the Bid Form:

**BASE BID**

| ITEM | DESCRIPTION | QUANTITY & UNIT | UNIT PRICE | SUBTOTAL |
|---|---|---|---|---|
| 1 | HVAC Units, Materials and DDC Carrier IVu Controls | 1 LS | 104,946.00 | 104,946.00 |
| 2 | Materials markup (20%) | 1 LS | 20,949.20 | 20,949.20 |
| 3 | Sales Tax (10%) | 1 LS | 10,494.60 | 10,494.60 |
| 4 | Crane and Rigging | 1 LS | 10,800.00 | 10,800.00 |
| 5 | Shipping | 1 LS | 9,640.00 | 9,640.00 |
| 6 | Sheet metal and roofing misc. | 1 LS | 25,000.00 | 25,000.00 |
| 7 | Air Balance Testing | 1 LS | 10,400.00 | 10,400.00 |
| 8 | Bonding Costs | 1 LS | 11,408.00 | 11,408.00 |

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| ITEM | DESCRIPTION | QUANTITY & UNIT | UNIT PRICE | SUBTOTAL |
|---|---|---|---|---|
| 9 | Labor | 1,080 Ea | 185 | 186,480.00 |
| **TOTAL BASE COST – Items 1 to 11** (In Figures) | | | | **$390,120.00** |
| **TOTAL BASE COST – Items 1 to 11** (In Words) | **Three Hundred Ninety Thousand One Hundred Twenty Dollars** | | | |

Docusign Envelope ID: 4CF8348B-ADCB-44D1-99C2-F8071F150BFF



3. INDEMNIFICATION. To the fullest extent allowed by law, Contractor and its subcontractors hereby agree to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to City, from and against any liability, claims, actions, costs, damages or losses, including reasonable costs and attorney's fees, for injury, including death to any person or damage to any property, arising directly or indirectly from, or in any manner relating to, any of the following:

   A. Performance or nonperformance of the Project by Contractor or its subcontractors of any lower tier;

   B. Performance or nonperformance of any of the obligations under the Contract Documents by Contractor or its subcontractors of any lower tier;

   C. The construction activities of Contractor or its subcontractors of any lower tier, either on the Project site or on other properties;

   D. The payment or nonpayment by Contractor or any of its subcontractors of any lower tier for work performed on or off the Project site; and

   E. Any personal injury, property damage or economic loss to third persons related to and arising from the performance or nonperformance of the Project by Contractor or its subcontractors of any lower tier.

   The indemnity obligations of subcontractors provided by this section shall be included in all subcontract documents issued by Contractor. Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against City or any other Indemnitee.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

***F.M. THOMAS AIR CONDITIONING, INC.***

By: Michael Feyka
Authorized Signatory (Print Name)

By: DocuSigned by: Michael Feyka 1AD81F91CE56404...
Authorized Signatory (Signature)

Date: 12/26/2025

***CITY OF DOWNEY***

By: _____
Claudia Frometa , Mayor

Date: _____

APPROVED AS TO FORM:

By: Signed by: John M. Funk 2113120E28854FB...
John M. Funk, City Attorney

Date: _____

ATTEST:

By: _____
Maria Alicia Duarte, CMC, City Clerk

Date: _____

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

***F.M. THOMAS AIR CONDITIONING, INC.***

By: Michael Feyka
Authorized Signatory (Print Name)

By: DocuSigned by: Michael Feyka 1AD81F91CE56404...
Authorized Signatory (Signature)

Date: 12/26/2025

Note: This Contract Agreement must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Docusign Envelope ID: 4CF8348B-ADCB-44D1-99C2-F8071F150BFF

Bond No. _____

# PERFORMANCE BOND
# CAPITAL IMPROVEMENT PROJECT NO. 26-16
# MCCAUGHAN GYM HVAC REPLACEMENT PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded **Capital Improvement Project No. 26-16** ("Contract") to **F.M. Thomas Air Conditioning, Inc.** ("Principal"), for the **McCaughan Gym HVAC Replacement Project**

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of **Three Hundred Ninety Thousand One Hundred Twenty Dollars ($390,120.00)**, this amount being not less than the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, or his/her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees as part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be treated as cost and included in any resolution.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the Specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the Specifications thereunder.

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IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date:_____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By:_____ | _____ |
| Its | Its |
| By:_____ | _____ |
| Its | Its |
| (Seal) | (Seal) |

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Docusign Envelope ID: 4CF8348B-ADCB-44D1-99C2-F8071F150BFF

Bond No. _____

# PAYMENT BOND
# (LABOR AND MATERIAL)

## CAPITAL IMPROVEMENT PROJECT NO. 26-16
## MCCAUGHAN GYM HVAC REPLACEMENT PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded **Capital Improvement Project No. 26-16** ("Contract") to **F.M. Thomas Air Conditioning, Inc.** ("Principal"), for the **McCaughan Gym HVAC Replacement Project.**

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborer, mechanics, material suppliers, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of **Three Hundred Ninety Thousand One Hundred Twenty Dollars Dollars ($390,120.00)**, this amount being not less than the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, or his/her heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and attorneys' fees.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or these Specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to these Specifications thereunder.

Docusign Envelope ID: 4CF8348B-ADCB-44D1-99C2-F8071F150BFF



IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date:_____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By:_____ | _____ |
| Its | Its |
| By:_____ | _____ |
| Its | Its |
| (Seal) | (Seal) |

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Docusign Envelope ID: 4CF8348B-ADCB-44D1-99C2-F8071F150BFF

# GENERAL LIABILITY/AUTOMOBILE LIABILITY
# INSURANCE DOCUMENTATION FOR CONTRACT AGREEMENT

## FOR THE CITY OF DOWNEY, CALIFORNIA

**McCAUGHAN GYM HVAC REPLACEMENT PROJECT: CIP 26-16**

This document acknowledges insurance provided under the following:

☐ **COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART**

☐ **AUTOMOBILE LIABILITY INSURANCE COVERAGE PART**

☐ **TECHNOLOGY PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE COVERAGE PART**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this document is attached or in any endorsement which now or later attaches to the policy, the Company agrees as follows:

**ADDITIONAL INSURED:** The City of Downey, its officers, agents and employees are included as additional insured, with respect to liability and defense of claims and suits arising out of the operations and uses performed by or on behalf of the named insured.

**CONTRIBUTION WAIVED:** This insurance is primary. The City of Downey's insurance program shall be excess of this insurance. The Company shall not seek contribution from the City and its insurers.

**SEPARATION OF INSURED:** This insurance applies separately to each insured against whom claim is made or suit is brought, except that the naming of multiple insured shall not increase the Company's limits of liability. The inclusion of any person, organization, firm or entity as an insured under the policy shall not affect any right which such person, organization, firm or entity would have as a claimant if not so included.

**CANCELLATION NOTICE:** If the Company elects to cancel or terminate this insurance before the stated expiration date, or declines to renew a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company shall mail written notice to the City at least 30 days in advance of such election. For non-payment of premium, the Company shall give the City at least ten (10) days advance written notice of cancellation or termination.

Except as stated above, all other endorsements, provisions, conditions, limits and exclusions of this insurance shall remain unchanged.

| COMMERCIAL GENERAL LIABILITY POLICY NUMBER: | AUTOMOBILE LIABILITY POLICY NUMBER: |
|---|---|
| | |

**By my signature on this insurance document, I warrant that I have authority to bind the insurance company and do so bind the company to this document:**

| AUTHORIZED REPRESENTATIVE'S SIGNATURE: | DATE SIGNED: |
|---|---|
| | |

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# GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF DOWNEY

1. For faster processing of your permit application, lease, contract or purchase order, please give this insurance document to your insurance company, or its authorized representative, for completion of this form. No modifications to this form are permitted.

2. **If your insurance company or the authorized representative chooses instead to use its own endorsement form, you should allow for extra processing time by the City. The City Attorney's office must review all insurance company forms for compliance with the conditions of your permit, lease, contract or purchase order, or other City insurance requirements.**

3. In addition to this insurance document, or your insurance company's endorsement form, you must submit to the City a "certificate of insurance" from your insurance company. The certificate must comply with the City's insurance requirements.

4. YOUR CERTIFICATE OF INSURANCE AND THIS INSURANCE DOCUMENT MUST SHOW COMMERCIAL GENERAL LIABILITY COVERAGE AND AUTOMOBILE LIABILITY COVERAGE, UNLESS CITY PERSONNEL INSTRUCT YOU OTHERWISE.

5. TECHNOLOGY PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE. Contractor shall procure and maintain, and require its sub-contractors to procure and maintain, for a period of five (5) years following completion of the Services or the Project, Technology Professional Liability (Errors and Omissions) insurance appropriate to the Contractor's profession, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

6. Please return this insurance document and the certificate to the City Department below:

| | |
|---|---|
| **Permit Applicants:** | **Engineering Division** |
| **Vendors:** | **Purchasing** |
| **Contractors, Consultants, Lessees:** | **City Department responsible for your Contract or requesting your services** |

Item No. 7.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **AUSTIN RAMIREZ, ECONOMIC DEVELOPMENT DIRECTOR** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE DOWNEY CHAMBER OF COMMERCE** |

## EXECUTIVE SUMMARY

The City Council will consider approving the attached Professional Services Agreement to promote civic and business services for Fiscal Year 2025-2026. Examples of services include promoting the local business community, hosting monthly networking events for civic and business leaders, supporting business recruitment and retention efforts, providing business access to various resources, and coordinating annual Special Events (Street Faire, Firecracker Festival, and the Christmas Parade).

## RECOMMENDATION

That the City Council:

1. Approve the Professional Services Agreement with the Downey Chamber of Commerce to promote civic and business services for a total contract amount of $35,000; and,

2. Authorize the City Manager, or his designee, to execute the agreement with the Downey Chamber of Commerce, including any non-substantive extensions and/or amendments.

## BACKGROUND

On an annual basis, the City of Downey and the Chamber of Commerce enter into a Professional Services Agreement (PSA), outlining performance expectations, including promotion of businesses throughout the City for business attraction and retention, and the provision of informational and promotional services. City staff and the Chamber's Executive Director have developed an agreement for Fiscal Year 2025-2026 that includes specific deliverables, as detailed in Exhibit A of the attached PSA.

## ANALYSIS

As further described in Exhibit A of the attached PSA, civic and business services for Fiscal Year 2025-2026 include, but are not limited to:

- Providing business resources and information to the general public and business owners
- Providing promotional, advertising, and marketing assistance to businesses in Downey
- Hosting events and programming to welcome new businesses and provide networking opportunities
- Coordinate city-wide annual special events, including the Street Faire, Firecracker Festival, and Christmas Parade
- Supporting business retention, expansion, and recruitment efforts

- Referring businesses to appropriate resources such as workforce programs or capital access
- Providing quarterly updates to the City Council regarding Chamber activities

In addition to financial compensation, and subject to separate approval by the Downey City Council for each event, the City will also waive Special Event Street Closure fees for the annual Christmas Parade, Firecracker Festival, and Street Faire, as well as provide street closure services.

**CITY COUNCIL PRIORITIES**

Economic Vibrancy

**FISCAL IMPACT**

Approval of the recommended action will result in an expenditure of $35,000 from the General Fund budget 10-4-1220-0700, to Economic Development and Housing, as proposed in the Fiscal Year 2025-2026 operating budget.

**Attachments**

PSA Chamber of Commerce 2025-2026_Final_.pdf

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# CITY OF DOWNEY
# PROFESSIONAL SERVICES AGREEMENT
# WITH THE DOWNEY CHAMBER OF COMMERCE
# FOR CIVIC AND BUSINESS SERVICES

## 1. PARTIES AND DATE.

This Agreement is made and entered into this January 27, 2026 by and between the **City of Downey**, a California municipal corporation and charter city with its principal place of business at 11111 Brookshire Avenue, Downey California 90241 ("City") and **Downey Chamber of Commerce, a California nonprofit corporation, with its principal place of business at 11131 Brookshire Avenue Downey, CA 90241** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

## 2. RECITALS.

### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **Civic and Business** Services required by City on the terms and conditions set forth in this Agreement. Consultant represents that it has demonstrated competence and experience in providing these services to public clients, is licensed in the State of California, and is familiar with the plans of City.

## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Civic and Business** 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. The total compensation shall not exceed **THIRTY-FIVE THOUSAND DOLLARS AND 00/100 ($35,000)** without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.1.2 Term. The term of this Agreement shall be from January 27, 2026 to June 30, 2026, unless earlier terminated as provided herein. Consultant shall complete the

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Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by written amendment to this Agreement signed by the City Manager and the Consultant.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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. 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.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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 "A" 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. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third parties performing work for the City on the Project, which affect the timing of Consultant's performance of the Services.

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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.

3.2.5 City's Representative. The City hereby designates the **Director of Economic Development**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates the **Executive Director**, or his or 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 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, 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

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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 consistent with the standard of care set forth herein, 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 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Consultant and in any manner affecting the performance of the Project or the Services, including all applicable 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 the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the applicable 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. Consultant's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services or the Project 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 subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances.

3.2.10.2 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, the Services or the Project by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors 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. (1) *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence"

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basis including products and completed operations, property damage, bodily injury and personal and advertising injury; (2) *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if Consultant owns no autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation* : Workers' Compensation insurance as required by the State of California with Statutory Limits; and (4) Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *Commercial General Liability (CGL):* No less than $2,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* No less than $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation:* Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits; (4) Employer's Liability: Employer's Liability limits of no less than $2,000,000 per accident for bodily injury or disease. Employer's Liability coverage may be waived by the City if City receives written verification that Consultant has no employees.

If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.2, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.3 Professional Liability (Errors & Omissions). 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 Services or the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than $2,000,000 per occurrence or claim and $2,000,000 in the aggregate, and shall be endorsed to include contractual liability. If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.3, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Additional Insured Status. The Commercial 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 insureds with respect to liability arising from the work, Services, Project or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work, Services. Project or operations; and (2) the insurance coverage shall be primary insurance as

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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. Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Consultant's insurance (at lease as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

(B) Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under said insurance policies set forth herein. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(C) 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 with written notice by certified mail, return receipt requested 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.

3.2.10.5 Primary Coverage. For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its directors, officials, officers, employees, agents and volunteers. 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.

3.2.10.6 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.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses and costs within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City.

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.

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3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under this Agreement shall not waive the Consultant's obligation to provide them to the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

3.2.10.10 Claims-Made Policies. If any of the policies provide coverage on a claims-made basis:

(A) The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;

(B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;

(C) If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, the Consultant must purchase extended reporting coverage for a minimum of five (5) years after completion of the Services under this Agreement.

3.2.11 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

**3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **THIRTY-FIVE THOUSAND DOLLARS AND 00/100 ($35,000)** without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this

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Agreement. In addition to financial compensation, and subject to separate approval by the Downey City Council for each, the City will also waive Special Event Street Closure fees for the annual Christmas Parade, Firecracker Festival, and Street Faire, as well as provide street closure services.

3.3.2 Payment of Compensation. Consultant shall submit to City a single invoice for the total compensation amount. City shall make a single lump sum payment within thirty (30) days of receipt.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

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 Manager.

**3.4 Accounting Records.**

3.4.1 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.

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience 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. Consultant may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

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. The City shall within fifteen (15) calendar days following termination pay the Consultant for all services adequately rendered and all reimbursable costs incurred by

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Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.5.1.2 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 Documents and Data and other information within fifteen (15) days of the City's request.

3.5.1.3 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.

3.5.2 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:**

The Downey Chamber of Commerce
11131 Brookshire Avenue
Downey, CA 90241
Phone: (562) 923-2191
**Attn:** Executive Director

**City:**

City of Downey
11111 Brookshire Avenue

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Downey, California 90241
Phone: (562) 904-7286
**Attn:** Economic Development

With a courtesy copy to:

City of Downey
City Attorney's Office
11111 Brookshire Avenue
Downey, California 90241

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 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"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor 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 provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and 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

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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.

3.5.4 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.

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification.

3.5.6.1 General Indemnification. Except as provided in subdivision 3.5.6.2 below which is applicable to "design professionals" only, Consultant shall defend (with counsel acceptable to City), 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The Consultant's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as a independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, and agents or volunteers. Consultant shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

3.5.6.2 Design Professionals. The provisions of this subdivision 3.5.6.2 shall apply only in the event that Consultant is a "design professional" within the

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meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 3.5.6.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and City's officers, officials, employees, volunteers and agents from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or service for or on behalf of City under this Agreement. The Consultant's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Such obligations to defend, hold harmless and indemnify City or any City officers, officials, employees or volunteers shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of City or such City officers, officials, employees, volunteers and agents. Consultant's cost to defend City and/or City's officers, officials, employees or volunteers against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City officers, officials, employees, volunteers and/or agents under this subdivision 3.5.6.2, Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness or willful misconduct.

3.5.7 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.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be the courts in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. 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.

3.5.13 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 subcontractors 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.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 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.

3.5.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 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.

3.5.18 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.

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3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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 any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 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.

3.5.21 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.

3.5.22 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

3.5.23 Effect of Conflict.

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, any of its exhibits, attachments, purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

**3.6 Subcontracting.**

3.6.1 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. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements set forth in this Agreement. Consultant shall ensure that City is an additional insured as required in Section 3.2.10.4. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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**CITY OF DOWNEY,**
**a California municipal corporation**
**and charter city**

By: _____
Roger Bradley, City Manager

**Downey Chamber of Commerce,**
**a California nonprofit corporation**

By: _____
Michael Calvert
Its: Executive Director

*Attest:*

_____
Maria Alicia Duarte, CMC
City Clerk

*Approved as to Form:*

Signed by:
John M. Funk
2T1312DE28854FB...
John M. Funk
City Attorney

Docusign Envelope ID: 2AB6F237-842B-4A58-91FD-F92871593803

## EXHIBIT A
## SCOPE OF SERVICES

The Chamber shall provide the following services to the City:

### I. Public Relations

A. Maintain regular office hours for members of the public and businesses.

B. Provide accurate and timely information and market the City and business areas to residents and business people who walk-in, phone, write, e-mail or fax the Chamber.

C. Promote the City of Downey and the business community, provide promotion, advertising and marketing assistance, and provide networking opportunities for the local business community.

D. Provide publicity for the business community through traditional and new media outlets.

E. Welcome new businesses to the City by a letter of welcome, as well as a personal contact.

F. Prepare and maintain an online monthly community calendar of civic and business group events.

G. Provide Chamber functions (Business Mixers, Breakfasts and Luncheons) that bring civic leaders and City staff together with business people and citizens monthly.

H. Continue to provide a digital communication platform.

I. Maintain the Downey Chamber of Commerce website with current information.

J. Maintain an electronic database of all Chamber memberships and allow the City access to that information on an "as needed" basis.

### II. Business Development

A. Coordinate and host the annual Street Faire, Firecracker Festival, and Christmas Parade ("Special Events"). For each event, Consultant must submit a complete Special Event Permit application, obtain all permits, and comply with all Conditions of Approval.

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B. Assist the City during emergencies, by providing liaison at Emergency Operations Center.

C. Provide ambassadors to existing and new businesses throughout the year to monitor concerns, assist in resolving problems with the Chamber or the City, meet other Downey businesses (e.g. monthly networking – orientation – breakfasts).

D. Work actively on business recruitment, expansion and retention efforts throughout the City, e.g., business CEO – Chamber – City official meetings.

E. Provide access to business-building programs for businesses, from trade shows to seminars or other training.

F. Give references to Workforce Investment One-Stop shops for starting a business or workforce needs.

G. Review and recommend proposed business legislation and concerns to the City.

## III. Reporting

A. Provide annual report to the Director of Economic Development regarding Chamber activities.

The funding provided herein shall not be used to pay for the cost of the Chamber's newsletters or newspapers.

Item No. 7.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **JUDDY MONTENEGRO, INTERIM ASSISTANT TO THE CITY MANAGER** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT WITH COMMUNITY LEGAL AID SOCAL FOR TWO ADDITIONAL "KNOW YOUR RIGHTS" WORKSHOPS** |

## EXECUTIVE SUMMARY

The City Council will consider approving Amendment No. 1 to an agreement with Community Legal Aid SoCal (CLA SoCal) for two additional "Know Your Rights" workshops in response to recent federal immigration enforcement activities. The amendment extends the term of the agreement to December 31, 2026 and increases allotted funding from $10,000 to $15,000. The two additional workshops will provide free legal guidance and resources for community members who have been impacted by immigration enforcement.

## RECOMMENDATION

That the City Council:

Authorize the City Manager to execute Amendment No. 1, to an agreement with Community Legal Aid SoCal that increases the total allotted monies from $10,000 to $15,000 for an additional two "Know Your Rights" workshops.

## BACKGROUND

In response to recent Immigration and Customs Enforcement (ICE) operations in Downey and across the country, the City has emphasized the importance for residents to know and understand their rights.

The City has developed a dedicated webpage with comprehensive information about recent federal enforcement activity, what the City can and cannot do, and links to various resources. This information is available at downeyca.org/yourrights. Additionally, the City has "Know Your Rights" cards available at the Downey City Library and continues to share information and resources on its social media platforms.

At the City Council Meeting held on Tuesday, July 8, 2025, the Downey City Council approved several actions to support impacted community members and affirm the City’s focus on public safety in response to recent immigration enforcement operations conducted by (ICE) in the region.

As part of its actions, the City Council approved the following:

**Legislative Platform Update**

The City Council amended the City's legislative platform to include support for comprehensive immigration reform. The updated platform, along with a letter from the Downey City Council, that was sent to the City's federal representatives to advocate for the City's position on the issue.

**Resolution Addressing Federal Enforcement Practices**

Adopted a resolution affirming the City's role in protecting the rights of residents, clarifying that the Downey Police Department does not participate in immigration enforcement, and calling for federal operations to respect due process and community safety.

**$25,000 Allocation for Local Assistance**

An allocation of $25,000 from the General Fund to assist individuals and families impacted by recent ICE activity. A total of $15,000, distributed as $5,000 each, to three local organizations: Desert Reign Church; Downey PTA Helps; and Downey First Christian Church-Food Help to support food bank services.

The remaining $10,000 was provided to Community Legal Aid SoCal to host four resource workshops for Downey community members and businesses. Since then, three (3) out of the four (4) workshops have been scheduled. All three (3) have been focused on "Family Preparedness and Know Your Rights," with one remaining specifically for businesses who have been affected. The Business workshop was previously scheduled to be held in September, but do to low attendance was canceled. The date for the rescheduled workshop will be announced shortly.

**ANALYSIS**

Given the continued enforcement throughout the City, on January 13, 2026, Mayor Frometa requested additional funding be allocated for two additional community resource workshops.

Staff reached out to Community Legal Aid SoCal, and it is available to provide these two additional workshops for an additional cost of $5,000 ($2,500 per workshop). The attached amendment extends the agreement until December 31, 2026 and adds an additional $5,000 for these two workshops. The workshops will again be held virtually in Spanish and English, and be completely confidential.

Additionally, the workshops will be presented by professional immigration attorneys that will cover the following topics:

- Recent immigration enforcement updates
- New California laws that were passed regarding immigration enforcement and intended to help people exercise their constitutional rights
- Rights people have regardless of their immigration status
- What rights observers have if they see violations
- How to plan for immigration enforcement
- Who to contact a loved one if they are detained
- Where to report ICE activity
- What documents people can gather to prepare their families for immigration enforcement

**CITY COUNCIL PRIORITIES**

Efficiency & Adaptability
Quality of Life, Safety & Infrastructure
Public Engagement

**FISCAL IMPACT**

Approval of the recommended action will result in an appropriation of $5,000 from the General Fund - Fund Balance to General Fund City Council Account #10-4-1110-0140 operating budget for FY 2025-2026.

**Attachments**

Attachment A: Amendment No. 1 - Community Legal Aid SoCal

**AMENDMENT NO. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT No. 1 ("Amendment") is entered into this 27th day of January, 2026, by and between the City of Downey, a California municipal corporation and charter city ("City") with its principal place of business at 11111 Brookshire Avenue, Downey, CA 90241 and Community Legal Aid SoCal, a California Nonprofit Corporation ("Consultant") with its principal place of business at 2101 N. Tustin Avenue, Santa Ana, California 92705. City and Consultant are sometimes individually referred to as the "Party" and collectively as the "Parties".

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") on July 15, 2025 for professional services as more specifically described in the Agreement; and

WHEREAS, the parties desire to make certain amendments to the Agreement as set forth herein; and

WHEREAS, the Parties intend to be bound by the terms and provisions of the Agreement as it is amended herein.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

Section 1. **AMENDMENT(S).**

A. City and Consultant hereby amend Section 6 of the Agreement ("Scope of Services") to include the provision of two additional "General Immigration Know Your Rights Workshops" as generally described on Exhibit A, at dates and times to be mutually agreed upon by the Parties and at a cost of $2,500 each.

B. City and Consultant hereby amend Section 10 of the Agreement ("Term") to read in its entirety as follows:

> "The term of this Agreement shall commence on July 15, 2025 and terminate on December 31, 2026. The term of this Agreement may be extended by a written amendment to this Agreement signed by the City Manager and CONSULTANT."

C. City and Consultant hereby amend Section 11.A. of the Agreement ("Compensation") to increase the total contract price not to exceed Fifteen Thousand Dollars and 00/100 ($15,000.00), unless specifically approved in advance and in writing by the City Manager.

Section 2. The rights, obligations and fees of the Parties under the Agreement shall not otherwise be amended, altered or revised except as expressly provided for herein and all other terms of the Agreement shall remain in full force and effect.

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

**TO EFFECTUATE THIS AMENDMENT,** the Parties have caused their duly authorized representatives to execute this Amendment to the Agreement on the dates set forth below.

**City: City of Downey**

By_____
Roger Bradley, City Manager

Date:_____

**Consultant: Community Legal Aid SoCal**

By:_____
Name: Kate Marr

Title: Executive Director

Date:_____

**ATTEST:**

By_____
Maria Alicia Duarte, CMC, City Clerk

**APPROVED AS TO FORM:**

By: John W. Funk
John Funk, City Attorney

**City: City of Downey**

By_____
Roger Bradley, City Manager

Date:_____

**Consultant: Community Legal Aid SoCal**

By: Kate Marr
Name: Kate Marr

Title: Executive Director

Date: 1/22/2026

**ATTEST:**

By_____
Maria Alicia Duarte, CMC, City Clerk

**APPROVED AS TO FORM:**

By:_____
John Funk, City Attorney

Item No. 8.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **MATTHEW BAUMGARDNER, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH RKA CONSULTING GROUP FOR VARIOUS ROADWAY REHABILITATION PROJECTS** |

## EXECUTIVE SUMMARY

The City Council will consider approving a professional services agreement with RKA Consulting Group to provide professional design engineering services for various roadway rehabilitation projects. This project will improve drainage as needed in the alleys, extend the pavement service life of the streets, reduce future maintenance costs, enhance aesthetics, and improve safety.

## RECOMMENDATION

That the City Council:

1. Approve a professional services agreement with RKA Consulting Group, Incorporated in the amount of $770,480 for design of various roadway rehabilitation projects; and

2. Authorize the City Manager, or his designee, to execute any non-substantive extensions, change orders, purchase orders, and amendments up to the authorized budget amount for the professional services agreement with RKA Consulting Group, Inc.

## BACKGROUND

The City's Pavement Management Program (PMP) is the primary tool used to prioritize street pavement rehabilitation projects throughout the City. The PMP evaluates, ranks, and prioritizes each street segment based on surface conditions (cracking, surface failures, etc.), pavement structural strength and other field observations. Street segments earmarked for improvements are identified as priorities based on the condition of the pavement for the given street segment relative to the pavement condition of other street segments throughout the City.

The City of Downey's street network consists of 226 miles of streets including 60.1 miles of arterial and collector streets, 156 miles of residential streets, and 9.9 miles of alleys. The PMP uses a condition rating number, or Pavement Condition Index (PCI), between 0 and 100 to rate the pavement street segments. Generally, a PCI rating between 70 and 100 is "Very Good," between 50 and 69 is "Good," between 25 and 49 is "Poor," and between 0 and 24 is "Very Poor." The current average PCI for residential streets, which is 69 percent of the overall streets network, is 79; the current average PCI for arterial and collector streets, which is 27 percent of the overall streets network, is 73; and the current average PCI for alleys is 59. The overall streets network has an average PCI of 77. Paving projects for the next 12 months will bring this overall PCI to 83.

On May 27, 2025, the City of Downey adopted Resolution No. 25-8300, approving the list of projects in the City's proposed Fiscal year 2025-2026 Capital Improvement Program.

**ANALYSIS**

The City of Downey has recently updated its Pavement Management Program (PMP). Among others, the PMP updates included treatment recommendations for arterials, collectors, residential streets, and alleys. The design for this project will focus on the streets and alleys listed below:

1. CIP 22-05 Imperial Hwy. Pavement Rehabilitation Project - Imperial Highway from Adenmoor Avenue to the eastern city limits.
2. CIP 24-05 Lakewood Blvd. Pavement Rehabilitation Project - Lakewood Boulevard from Meadow Road to 5th Street.
3. Washburn Road Pavement Rehabilitation Project - Bellflower Boulevard to Regentview Avenue.
4. CIP 26-04 FY 2025-2026 Alley Rehabilitation Project:

    1. Alley E of La Reina Avenue from 6th Street to 7th Street
    2. Alley N of La Villa Street
    3. Alley E of Paramount Blvd from 4th Street to 5th Street
    4. Alley N of 5th Street from Smallwood Avenue to Alley
    5. Alley N of Firestone Blvd from Pomering Road to Wiley Burke Avenue
    6. Alley N of 6th Street from Smallwood Avenue to Alley
    7. Alley N of 6th Street from Rives Avenue to Smallwood Avenue
    8. Alley E of La Reina Avenue from 7th Street to North End
    9. Alley W of La Reina Avenue from 5th Street to 6th Street
    10. Alley W of La Reina Avenue from 6th Street to 7th Street
    11. Alley E of La Reina Avenue from 5th Street to 6th Street
    12. Alley N of 5th Street from Rives Avenue to Smallwood Avenue

On October 6, 2025, Public Works staff received proposals from 5 firms, namely: RKA Consulting Group (RKA), BKF Engineering (BKF), Kreuzer Consulting Group (KCG), RICK Engineering Company (RICK), and Willdan Engineering (Willdan).

A panel consisting of three Public Works representatives reviewed and evaluated the proposals based on the following criteria:

| | |
|---|---|
| Project understanding and approach | 10% |
| Experience with similar projects | 20% |
| Qualifications of project team members | 20% |
| Technical ability and design creativity | 20% |
| Overall quality and completeness of proposal | 10% |
| Proposed Schedule | 10% |
| Cost-effectiveness | 10% |
| Total | 100% |

The results of the evaluations were as follows:

| Rank | Consultant | Fee |
|---|---|---|
| 1 | BKF | $ 1,368,822 |
| 2 | RKA | $ 770,480 |
| 3 | KCG | $ 566,440 |
| 4 | RICK | $ 1,348,158 |
| 5 | Willdan | $ 588,550 |

RKA Consulting Group (RKA) was ranked highest. RKA submitted the most comprehensive scope of services, demonstrated a good understanding of the project goals and objectives, proposed an effective scope of work and design approach and submitted the most cost-effective proposal. RKA demonstrated strong experience with innovative pavement strategies, which translates to savings in construction costs and construction time due to the use of alternative materials. Additionally, RKA's strong staff availability are critical to keeping the projects on schedule.

RKA has assembled the most qualified project team with demonstrated extensive experience on similar projects. RKA has completed similar projects for the Cities of Diamond Bar, Norco, Pomona and Walnut. In addition, staff has confirmed that RKA possesses the necessary licenses and has met all other requirements for these projects. Staff is recommending that the City Council approve a professional services agreement with RKA in the amount of $770,480 for design of Various Street Rehabilitations.

**CITY COUNCIL PRIORITIES**

Quality of Life, Safety and Infrastructure

**FISCAL IMPACT**

Approval of the recommended actions will result in expenditures in the total amount of $773,480, which includes $770,480 for design and $3,000 for contract administration and project management.

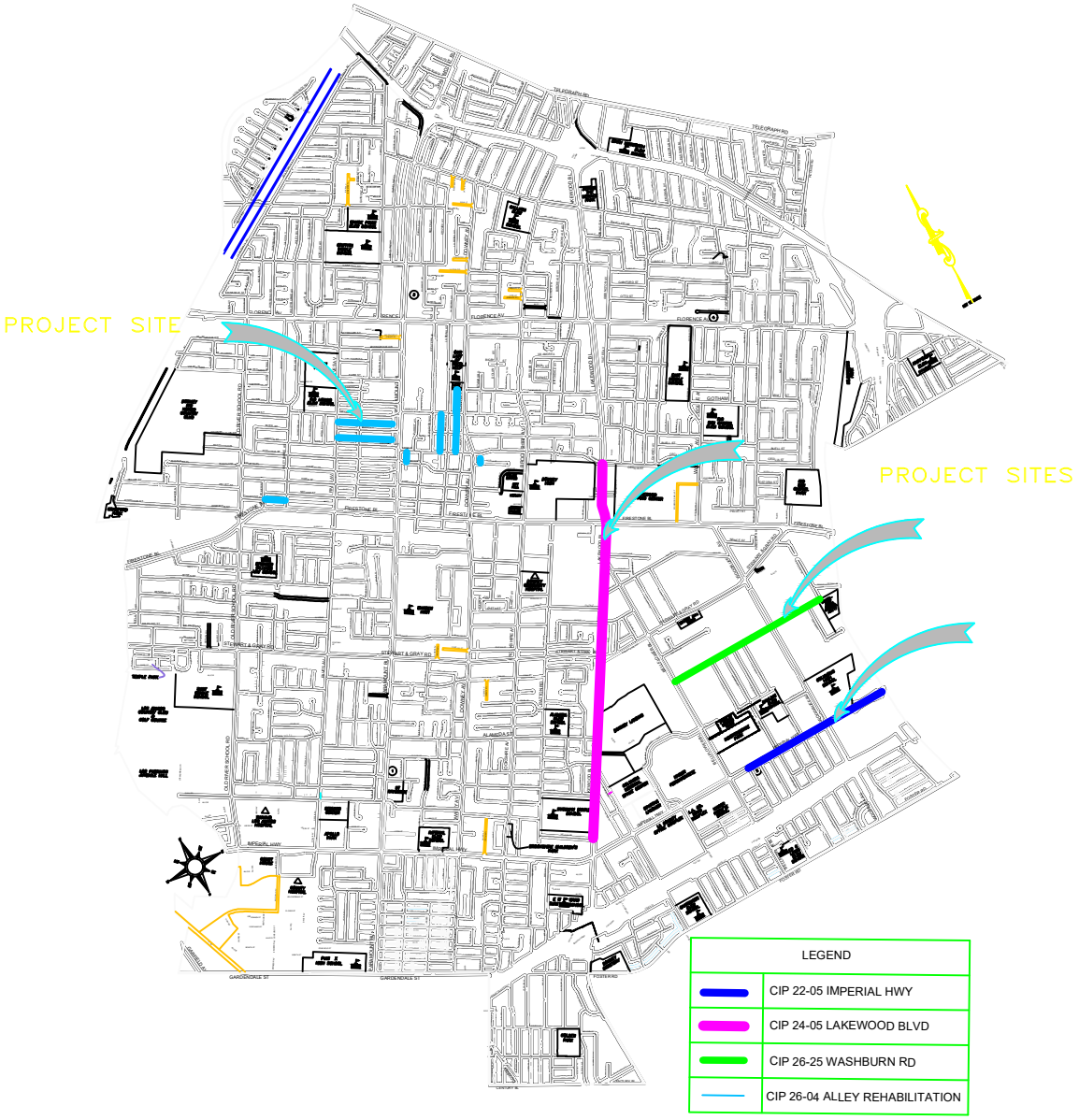
| Description | Amount |
|---|---|
| Design | $ 770,480 |
| Contract administration and project management | $ 3,000 |
| Total Estimated Project Cost: | $ 773,480 |

The expenditures will be funded from Measure M and SB1 funds, with funds available in the Fiscal Year 2025–26 Capital Improvement Program (CIP), as shown in the tables below. A detailed project cost summary will be provided at the time of the award of the construction contract.

| **Account No.** | **Funding Source** | **Amount** |
|---|---|---|
| 57-6824 | Measure M | $ 83,480 |
| 32-9606 | SB1 | $ 280,000 |
| 32-6939 | SB1 | $ 410,000 |
| | Total Project Funding: | **$ 773,480** |

**Attachments**

Attachment A - Project Location Map
Attachment B - PSA with RKA




VICINITY MAP

NOT TO SCALE

# CITY OF DOWNEY

DEPARTMENT OF PUBLIC WORKS — ENGINEERING DIVISION

## PROJECT LOCATION MAP

**CIP 22-05 IMPERIAL HWY – ADENMOOR AVE TO EASTERN CITY LIMITS**
**CIP 24-05 LAKEWOOD BLVD – MEADOW RD TO 5TH STREET**
**CIP 26-25 WASHBURN RD – BELLFLOWER BLVD TO REGENTVIEW AVE.**
**CIP 26-04 ALLEY REHABILITATION**

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# CITY OF DOWNEY
# PROFESSIONAL SERVICES AGREEMENT
# WITH RKA CONSULTING GROUP, INCORPORATED
# FOR PROFESSIONAL ENGINEERING SERVICES

## 1. PARTIES AND DATE.

This Agreement is made and entered into this **27th** day of **January**, **2026** by and between the **City of Downey**, a California municipal corporation and charter city with its principal place of business at 11111 Brookshire Avenue, Downey California 90241 ("City") and **RKA Consulting Group, Incorporated,** a California corporation**,** with its principal place of business at 398 Lemon Creek Drive, Suite E, Walnut, California 91789 ("Consultant"). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

## 2. RECITALS.

### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by City on the terms and conditions set forth in this Agreement. Consultant represents that it has demonstrated competence and experience in providing professional engineering 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 services for Capital Improvement Project (CIP) No. 22-05 Imperial Highway Pavement Rehabilitation, CIP No. 24-05 Lakewood Boulevard Pavement Rehabilitation, CIP No. 26-04 2025-2026 Alley Rehabilitation and the Washburn Road Pavement Rehabilitation 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 City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering 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 exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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3.1.2 Term. The term of this Agreement shall be from **January 27, 2026** to **June 30, 2027**, 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. The term of this Agreement may be extended by written amendment to this Agreement signed by the City Manager and the Consultant.

**3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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. 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.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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 "A" 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. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third parties performing work for the City on the Project, which affect the timing of Consultant's performance of the Services.

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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.

3.2.5 City's Representative. The City hereby designates **Matt Baumgardner**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **David Gilbertson**, or his or 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 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, 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

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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 consistent with the standard of care set forth herein, 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 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Consultant and in any manner affecting the performance of the Project or the Services, including all applicable 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 the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the applicable 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. Consultant's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services or the Project 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 subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances.

3.2.10.2 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, the Services or the Project by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors 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. (1) *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, property damage, bodily

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injury and personal and advertising injury; (2) *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if Consultant owns no autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation* : Workers' Compensation insurance as required by the State of California with Statutory Limits; and (4) Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *Commercial General Liability (CGL):* No less than $2,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* No less than $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation:* Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits; (4) Employer's Liability: Employer's Liability limits of no less than $2,000,000 per accident for bodily injury or disease. Employer's Liability coverage may be waived by the City if City receives written verification that Consultant has no employees.

If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.2, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.3 Professional Liability (Errors & Omissions). 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 Services or the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than $2,000,000 per occurrence or claim and $2,000,000 in the aggregate, and shall be endorsed to include contractual liability. If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.3, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Additional Insured Status. The Commercial 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 insureds with respect to liability arising from the work, Services, Project or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work, Services. Project or operations; and (2) the insurance coverage shall be primary insurance

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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. Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Consultant's insurance (at lease as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

(B) Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under said insurance policies set forth herein. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(C) 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 with written notice by certified mail, return receipt requested 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.

3.2.10.5 Primary Coverage. For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its directors, officials, officers, employees, agents and volunteers. 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.

3.2.10.6 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.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses and costs within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City.

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.

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3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under this Agreement shall not waive the Consultant's obligation to provide them to the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

3.2.10.10 Claims-Made Policies. If any of the policies provide coverage on a claims-made basis:

(A) The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;

(B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;

(C) If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, the Consultant must purchase extended reporting coverage for a minimum of five (5) years after completion of the Services under this Agreement.

3.2.11 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

**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 "A" attached hereto and incorporated herein by reference. The total

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compensation shall not exceed **Seven Hundred Seventy Thousand Four Hundred Eighty Dollars ($770,480)** for the Project without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work 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 itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

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 Manager.

3.3.5 Prevailing Wages. Pursuant to Downey Municipal Code Section 2935, the requirements of California Labor Code Sections 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 certain "public works" and "maintenance" projects, shall apply to the Project. 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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. If applicable, Consultant shall be registered at all times with the Department of Industrial Relations under the Public Works Contractor Registration Program for Labor Compliance.

### 3.4 Accounting Records.

3.4.1 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

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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.

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience 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. Consultant may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

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. The City shall within fifteen (15) calendar days following termination pay the Consultant for all services adequately rendered and all reimbursable costs incurred by Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.5.1.2 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 Documents and Data and other information within fifteen (15) days of the City's request.

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3.5.1.3 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.

3.5.2 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:**

RKA Consulting Group, Incorporated
398 Lemon Creek Drive, Suite E,
Walnut, California 91789
Phone: (909) 594-9702
Fax: (909) 594-2658
Attn: David Gilbertson, P.E., President

**City:**

City of Downey
11111 Brookshire Avenue
Downey, California 90241
Phone: (562) 904-7110
Fax: (562) 904-7296
Attn: Matt Baumgardner, PE, Director of Public Works/City Engineer

With a courtesy copy to:

City of Downey
City Attorney's Office
11111 Brookshire Avenue
Downey, California 90241

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 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 &

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Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor 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 provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and 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.

3.5.4 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.

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification.

3.5.6.1 General Indemnification. Except as provided in subdivision 3.5.6.2 below which is applicable to "design professionals" only, Consultant shall defend (with counsel acceptable to City), 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The Consultant's duty to indemnify shall extend to any and all claims, demands, causes of action,

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costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, and agents or volunteers. Consultant shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

3.5.6.2 Design Professionals. The provisions of this subdivision 3.5.6.2 shall apply only in the event that Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 3.5.6.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and City's officers, officials, employees, volunteers and agents from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or service for or on behalf of City under this Agreement. The Consultant's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Such obligations to defend, hold harmless and indemnify City or any City officers, officials, employees or volunteers shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of City or such City officers, officials, employees, volunteers and agents. Consultant's cost to defend City and/or City's officers, officials, employees or volunteers against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City officers, officials, employees, volunteers and/or agents under this subdivision 3.5.6.2, Consultant shall be responsible for

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all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness or willful misconduct.

3.5.7 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.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be the courts in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. 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.

3.5.13 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 subcontractors 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.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 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.

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3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 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.

3.5.18 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.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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 any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 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.

3.5.21 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.

3.5.22 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

3.5.23 Effect of Conflict. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, any of its exhibits, attachments, purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

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### 3.6 Subcontracting.

3.6.1 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. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements set forth in this Agreement. Consultant shall ensure that City is an additional insured as required in Section 3.2.10.4. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF DOWNEY,**
**a California municipal corporation**
**and charter city**

By: _____
Claudia M. Frometa,
Mayor

**RKA CONSULTING GROUP,**
**INCORPORATED**
**a California corporation**

By: DocuSigned by: David Gilbertson 6CED654EB4D242C...
David Gilbertson, P.E.,
President

*Attest:*

_____
Maria Alicia Duarte, CMC
City Clerk

*Approved as to Form:*

Signed by: John W. Funk 211312DE28854FB...
John Funk,
City Attorney

0119.123859

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# EXHIBT A

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# City of Downey

Proposal for: RFP# 25-001 Professional Engineering Services for Capital Improvement Projects (CIP)

- CIP No. 22-05 Imperial Highway Pavement Rehabilitation Project
- CIP No. 24-05 Lakewood Boulevard Pavement Rehabilitation Project
- Washburn Road Pavement Rehabilitation Project
- CIP No. 26-04 FY 2025-2026 Alley Rehabilitation Project

October 6, 2025




**Submitted to:**
Mr. Edwin J. Norris, P.E., T.E.
Deputy Director of Public Works
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

**Submitted by:**
RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut, CA 91789
www.rkagroup.com
(909) 594-9702

RKA Consulting Group

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RKA CONSULTING GROUP
398 Lemon Creek Drive, Suite E
Walnut, California 91789
www.rkagroup.com
office: (909) 594-9702 | Fax: (909) 594-2658

October 6, 2025

Mr. Edwin J. Norris, P.E., T.E.
Deputy Director of Public Works
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

Re: Proposal for the Professional Engineering Services for Capital Improvement Project Nos. 22-05, 24-05, 26-04 —RFP No. 25-001 — Page 1of 2

Dear Mr. Norris,

RKA Consulting Group (RKA) is pleased to submit our proposal to provide professional engineering services for the City of Downey's four Capital Improvement Pavement Rehabilitation Projects, noted below:

1. CIP No. 22-05 Imperial Highway Pavement Rehabilitation Project
2. CIP No. 24-05 Lakewood Boulevard Pavement Rehabilitation Project
3. Washburn Road Pavement Rehabilitation Project
4. CIP No. 26-04 FY 2025-2026 Alley Rehabilitation Project

Our team is enthusiastic about the opportunity to build on our past partnership with the City to deliver cost-effective, high-quality improvements that will enhance safety and extend the service life for your roadway network.

## Firm Information

- Legal Name: RKA Consulting Group
- Office: 398 Lemon Creek Drive, Suite E, Walnut, CA, 91789
- Contact: (909) 594-9702
- Email: chowing@rkagroup.com
- Founded: 1981 — 44 years of Service
- Employees: 40
- Cities Served: 65+
- Tax Identification: #95-3759733
- Certified CA Corporation License: #C1155995
- Small Business License: #53690

## Firm Background and Services

RKA is proudly owned and led by three principals, David Gilbertson, P.E., T.E., P.L.S. (President), Cody Howing, P.E., QSD (Director of Engineering), and Raymond Tao, P.E., CBO, CASp (Director of Building and Safety), who are actively involved in every project we serve. Together, we collectively bring decades of expertise and experience serving municipal clients, remaining accessible, and committed to setting high standards across every project.

Founded in 1981, RKA Consulting Group (RKA), is a California- based multidisciplinary civil engineering and municipal services firm. We specialize in civil engineering design and municipal infrastructure improvements, with pavement rehabilitation, street and drainage upgrades, and ADA complaint pedestrian enhancements serving as a core expertise. Our team also has comprehensive experience in stormwater management and sewer system design, giving us clear insight of the City's need for sustainable drainage solutions that protect neighborhoods and extend pavement life.

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Re: Proposal for the Professional Engineering Services for Capital Improvement Project Nos. 22-05, 24-05, 26-04 —RFP No. 25-001 — Page 2 of 2

## RKA Commitment

We value our existing partnership with the City of Downey are pleased that the City successfully implemented our recommended over asphalt rubber aggregate membrane (ARAM) pavement system, an alternative to traditional reconstruction reconstruction or mill-and-overlay treatments on the City's, "Capital Improvement Project (CIP) No. 22-20 Residential Streets Pavement Rehabilitation Project — Area 5." Building on that success, our goal is to leverage a wide variety of pavement repair and maintenance strategies including ARAM, to best suit the project needs. We do this while being mindful of budget limitations and constructability challenges. Our design team is cognizant to incorporate drainage upgrades, ADA improvements, and detailed Plans, Specifications, & Estimate (PS&E) packages for each of the four project segments.

As Principal-in-Charge, I, Cody Howing, P.E., QSD, am authorized to negotiate and execute any contracts on behalf of the firm. I will also provide ongoing quality oversight and strategic advisement throughout the project to ensure we meet and exceed the City's expectations. I am committed to maintaining a strong relationship with the City and can be reached at chowing@rkagroup.com or (909) 594-9702 for any coordination, inquiries, or project-related discussions.

## Required Statements

- Receipt of Addenda: RKA acknowledges receipt of all addenda issued by the City.
- Proposal Validity: This proposal shall remain valid for 120 days from the date of submittal to allow staff evaluation and City Council award.
- Authority to Bind: As Principal-in-Charge, Cody Howing, PE, QSD is an authorized representative of RKA Consulting Group and is legally authorized to bind the firm in all contractual matters related to this proposal.

## Community Benefits and Partnership

From our previous ARAM resurfacing project with the City, we will continue to implement the features of success, and continue to seek new opportunities to streamline project delivery without sacrificing quality. We plan to apply these revisions while evaluating each street segment for treatment options that extend pavement life and reduce life-cycle maintenance costs. We also recognize that several of the street segments serve heavily trafficked commercial and industrial areas, including the Coca Cola manufacturing facility and neighboring businesses. Our team will be prioritize collaborating closely with City staff, residents, and business operators and prioritize early communication and coordination to minimize disruption throughout construction.

The City will significantly benefit from this multi-project effort through enhanced public safety, improved roadway aesthetics and a more enjoyable driving experience for all who travel through the community each day. We hope to be your valued partner to support these great efforts.

Thank you for your consideration. We remain invested in strengthening our trusted partnership, and are eager for the opportunity to collaborate further in delivering impactful, lasting results for your roadway network.

Sincerely,

RKA Consulting Group

Cody Howing, P.E., QSD
Principal-in-Charge/Owner/Director of Engineering
chowing@rkagroup.com | Direct: (909) 532-5031

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RKA CONSULTING GROUP

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# 01 Understanding of Need

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## Project Understanding

Our team is well-positioned to deliver this scope of services, having successfully partnered with the City of Downey on Capital Improvement Project (CIP) No. 22-20 Residential Streets Pavement Rehabilitation Project- Area 5. We are pleased that this project design successfully implemented our recommended ARAM pavement system as an alternative to traditional reconstruction or mill-and-overlay treatments for the restoration of these residential streets. Building on that success, our goal is to apply effective pavement repair strategies including ARAM in project areas where conditions allow, delivering long-lasting pavement performance with significant cost savings. Additionally, with our past partnership, we are familiar with the City's standards, review processes, and community expectations. This prior work gives our team first-hand insight into the City's pavement network, existing drainage constraints, and the importance of balancing long-lasting pavement performance with cost-effective construction.

We understand that the City's primary objectives are to:

- Extend pavement service life and improve the Pavement Condition Index (PCI) for individual street segments and the overall network.
- Improve drainage within alleys and critical cross-gutters to reduce standing water and future maintenance needs.
- Upgrade pedestrian facilities by repairing or replacing sidewalks, curb ramps, and cross-gutters to meet current ADA standards and enhance safety for all users.
- Rehabilitate or reconstruct gutters and other concrete elements where deterioration threatens roadway longevity.
- Enhance roadway aesthetics and driving quality for residents, visitors, and the many workers who travel through the City each day.

Because this effort involves four distinct project areas with common goals, we will tailor our technical approach to the specific needs of each segment while maintaining consistent quality and efficiency across the entire scope of work. For example, some of the project segments experience heavy truck traffic and industrial loading located on Washburn Road, creating accelerated pavement wear and unique design demands. Our team recognizes these factors and will focus on evaluating soil conditions and pavement materials to develop asphalt mix designs suitable for heavy axle loading. This approach will support a finished project that minimizes future maintenance costs.

Our proven experience with the City, combined with a collaborative management style and disciplined QA/QC procedures (See Section 4), ensures that the design and plans, specifications, and estimates will deliver durable, safe, and attractive streets that serve the community well into the future.

| Phase | Key Deliverables | Team Lead |
|---|---|---|
| Treatment Recommendation | Pavement Condition Report, ARAM vs. Reconstruction Analysis, recommended pavement sections | Cesar Ortiz, PE, TE, QSD |
| Design | Drainage Improvements, ADA Sidewalk Upgrade Plans, 30/60/90% plan sets | Cesar Ortiz, PE, TE, QSD |
| Plans, Specs & Estimate | 60% / 90% / Final PS&E, Cost Estimate | Cesar Ortiz, PE, TE, QSD |

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# 02 Scope of Services

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## Scope of Services

The proposed work consists of four separate pavement rehabilitation project areas located throughout the City of Downey, each location is noted specifically in the RFP. Each segment presents unique pavement needs based on the updated PCI index and Pavement Management Program (PMP) provided by the City, with scope varying according to project limits. All four projects share the City's common objectives of extending pavement service life, improving the future Pavement Condition Index (PCI), upgrading ADA-compliant pedestrian facilities, reducing future maintenance costs, and enhancing the driving experience for residents, visitors, and local businesses. Building on our prior ARAM resurfacing experience with the City (CIP 22-20 Area 5-Residential Streets- See Section 3), our team will deliver a comprehensive scope of evaluation, design, and construction support that meets the strict milestone schedule specified in the RFP.

The table below summarizes our approach, key actions, deliverables, and required due dates for each task, ensuring clear alignment with the City's project goals and features.

| Task | Approach & Key Actions | Key Deliverables | Timeline/Due Date |
|---|---|---|---|
| Task NO. 1- Project Management | • Conduct kickoff meeting with City staff to confirm goals, communication protocols, and schedule.<br>• Prepare a detailed project schedule with monthly updates.<br>• Provide proactive communication and schedule status reports throughout design. | • Kickoff meeting agenda and minutes<br>• Detailed project schedule and monthly updates<br>• Ongoing progress reports | Ongoing throughout project |
| Task NO. 2- Street Selection | • Review existing pavement condition data and utilize the Pavement Management System (PMS) database as a guide.<br>• Perform field inspections of candidate streets/alleys to confirm data accuracy.<br>• Recommend inclusion of street segments for CIP 26-04, including treatment type and rough cost estimate. | • Street/alley list with limits<br>• Recommended treatment type for each project/ segment<br>• Rough cost estimate | Due 2 weeks following Notice to Proceed |
| Task NO. 3- Preliminary Design | • Research City records and collect existing utility data.<br>• Perform topographic survey with subconsultant and identify control monuments.<br>• Evaluate geometric configuration of streets/intersections.<br>• Assess required ADA upgrades (ramps, driveways, crossings)<br>• Photograph locations require special design attention.<br>• Conduct utility search and log responses and address conflicts | • Field survey results and notes<br>• Preliminary street improvement plans<br>• Cross-sections of existing and proposed pavement surfaces, including slopes and elevations<br>• Utility notices and utility response log | Due 4 weeks following completion of Task 2 |

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| Task | Approach & Key Actions | Key Deliverables | Timeline/Due Date |
|---|---|---|---|
| Task NO. 4- Prepare 60% Design Plans | • Prepare 60% design plans in AutoCAD per City standards and guidelines.<br>• Preliminary engineer's cost estimate for all recommended improvements. Accepted in electronic formats (MS Excel and PDF 8 ½" x 11") | • 60% construction plans (PDF 24x36)<br>• Preliminary engineer's cost estimate (MS Excel and PDF 8 ½" x 11") | Due 4 weeks following completion of Task 3 |
| Task NO. 5- Prepare 90% Design Plans, Technical Specifications & Engineer's Estimate Submittal | • Prepare 90% design plans, technical specifications, and engineer's estimate<br>• Issue intermediate utility notices and coordinate utility relocations<br>• Prepare unit-price engineer's estimate in City-provided forms. | • Intermediate utility notices and utility response log.<br>• 90% construction plans (PDF)<br>• Contract specifications (PDF)<br>• Engineer's estimate (Excel/PDF) | Due 3 weeks following City's review/approval of 60% plans |
| Task NO. 6- Prepare 100% Plans, Technical Specifications and Engineer's Estimate Submittal | • Prepare 100% design plans, technical specifications, and engineer's estimate based on City guidelines. | • 100% construction plans (PDF)<br>• Contract specifications (PDF)<br>• Final engineer's estimate (Excel/PDF) | Due 2 weeks following City's review/approval of 90% plans |
| Task NO. 7- Final 100% PS&E and Bid Document Submittal | • Issue final utility notices and coordinate utility relocations.<br>• Provide digital AutoCAD files, final specifications, and engineer's estimate for bidding. | • Final utility notices and utility response log<br>• 100% construction plans (PDF & AutoCAD)<br>• Final contract specifications (PDF)<br>• Final engineer's estimate(Excel/PDF). | Due 1 week following City's review/approval of 100% PS&E |
| Task NO. 8- Construction Support | • Provide design support during bidding and construction.<br>• Respond to RFIs, evaluate design issues, and attend field meetings as requested by the City. | • Written responses to bidder questions and RFIs<br>• Meeting notes and field coordination logs (as needed) | As needed during bidding and construction |

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# 03 Relevant Experience

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## City of Downey — Capital Improvement Project No. 22-20 Residential Streets Pavement Rehabilitation - Area 5

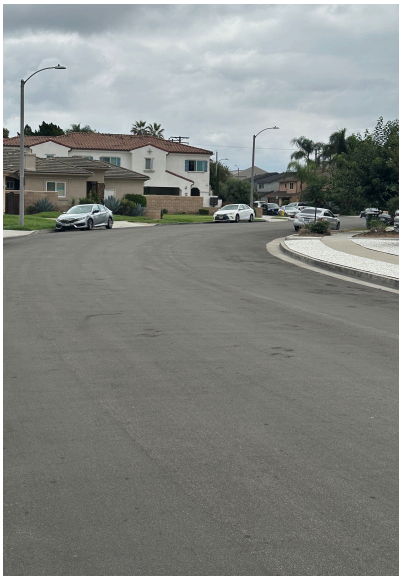
**Project Relevance**
- Pavement Rehabilitation
- ARAM System
- Residential Streets
- ADA Compliant Sidewalks & Ramps
- Construction Support
- Utility and Agency Coordination
- PS&E



**Project Team**

Project Manager: Cody Howing, PE, QSD
chowing@rkagroup.com | (909) 594-9702

Assistant Engineer: Samuel Kala, E.I.T.
Quality Control: Michael Lee PE, QSD







Design Cost: $173,000

Construction Start Date: Estimated September 2022

Construction Completion Date & Construction Cost: RKA provided design services only

RKA provided comprehensive engineering design services for the City of Downey's multi-phase Residential Streets Pavement Rehabilitation Program, covering Area 5, with the goal to extend pavement service life, improve surface conditions, and enhance ADA accessibility across a mix of collector and local streets within predominantly residential neighborhoods. RKA led field assessments, topographic surveying, project management, utility coordination, ADA compliance reviews, preliminary and final PS&E documents, and value-engineered street rehabilitation strategies such as slurry seal, cape seal, mill and overlay, and 4" full-depth reconstruction. We selected the ARAM system to support durability and cost-effective solution for the restoration of these streets. We managed coordination with utilities and proactively supported the City in prioritizing repairs based on budget constraints and PCI analysis, with the scope also including concrete spot repairs, sidewalk trip hazard mitigation, curb ramp upgrades, and drainage review. RKA worked closely with City staff from initial street selection in the Area 5 limits, through final bid-ready construction documents, ensuring constructability, cost efficiency, and minimal disruption to residents. Our construction support and engineering oversight ensured that all improvements were delivered to the highest standards of quality, fully aligned with City specifications and expectations.

**Agency Project Reference**
City of Downey: Matt Baumgardner, Director of Public Works
mbaumgardner@downeyca.org| (562) 869-7331

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## City of Pomona — Garey Avenue Rehabilitation - Aliso Street to Monterey Avenue

**Project Relevance**

- Pavement Rehabilitation Design
- Landscaped Medians
- ADA Compliant Sidewalks & Ramps
- Funding Compliance
- Traffic Signal Upgrades
- Utility and Agency Coordination
- Public Outreach






**Project Highlights & Impact**

- Aligned with City Goals
- Improved Pedestrian Routes
- Enhanced Mobility
- Community Beautification
- Funding Compliance
- Partnership and Responsiveness
- Timely Delivery

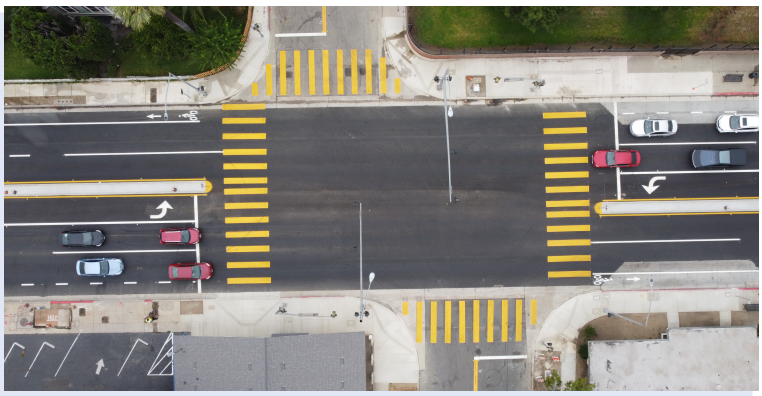
Design Cost: $1,747,230

Construction Start Date: October 2024

Construction Completion Date: On-Going

Construction Cost: $8.3 million

Our team provided comprehensive design engineering services for the Garey Avenue Rehabilitation project, helping the City of Pomona achieve its goals for mobility, beautification, and infrastructure reliability. The project improved roadway conditions, enhanced pedestrian access and routes, and introduced beautification elements that contributed to a more functional and attractive corridor. The team developed the Plans, Specifications, and Estimates (PS&E) to convert the roadway into a four-lane divided street, incorporating new landscaped medians with irrigation improvements. As the lead consultant, we supported the urgent project requirements and funding deadlines to support the project funding compliance and reimbursements. By managing the project through design, compliance, and coordination with all stakeholders, including subconsultants, we delivered constructible, cost-efficient solutions which supported timely delivery and long-term community benefit.



**Project Team**

Project Manager: Cesar Ortiz, PE, TE, QSD
cortiz@rkagroup.com | (909) 594-9702

Assistant Engineer: Javier Avila, EIT
Public Works Inspector: Tony Estes
Quality Control: Cody Howing, PE, QSD

**Agency Project Reference**
City of Pomona: Matt Pilarz, P.E., Principal Civil Engineer
matt.pilarz@pomonaca.gov | (909) 620-2281

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## City of Covina — Street Residential Resurfacing - Colver, Rimhurst, Bridger, Glentana et al Project- Phase 1

**Project Relevance**
- Street Rehabilitation
- ADA Compliant Sidewalks & Ramps
- Cold Milling
- As-Builts & Utility Coordination
- Bidding & Construction Support
- Inspection





**Project Highlights & Impact**
- Aligned with City Goals
- Improved Mobility & Accessibility
- Roadway Sustainability
- Detailed Reporting & Compliance
- Partnership and Responsiveness
- Timely Delivery

Design Cost: $70,000 Construction Cost: $800,000 Construction Start Date: March 2024

Construction Completion Date: Approx. June 2024 — Team supported design only

RKA partnered with the City of Covina to provide civil engineering services including professional design, funding compliance management, construction support, and inspection services. The project involved resurfacing residential streets including Colver Place, Rimhurst Avenue, Ivescrest Avenue, Haller Street, Bridger Street, Glentana Street, Enid Avenue, Vogue Avenue, Janalinda Avenue, and Waterbury Avenue. The City requested cold milling and placement of new 4-inch asphalt concrete pavement, miscellaneous concrete improvements, and ADA curb ramp replacements. We led utility coordination by securing as-builts, identifying conflicts, and developing cost-savings strategies during design. We created tailored project exhibits and optimized plan sheets for clarity and contractor efficiency. Supported bidding and construction with responsive RFI handling, fair RFP processes, and oversight to minimize delays. Successfully delivered the project under budget, achieving durable infrastructure improvements and positive community satisfaction.



**Project Team**

Project Manager: Michael Lee, PE, QSD
mlee@rkagroup.com | (909) 594-9702

Quality Control: Cody Howing. P.E.

Assistant Engineer: Diego Diego, E.I.T.

Inspector: Walt Pruszynski

**Agency Project Reference**

City of Covina: Rafael Fajardo, City Engineer/Director of Public Works
rfajardo@covinaca.org | (626) 384-5489

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## City of Pomona

## Major Street Rehabilitation - 2015 Metro Call Project

**Project Relevance**
- Full Roadway Reconstruction
- Pavement Rehabilitation
- ADA Compliance
- Storm Drain Improvements
- Active Transportation

**Project Team**

Project Manager: Michael Lee, PE, QSD
mlee@rkagroup.com | (909) 594-9702

Quality Control: Cody Howing. P.E.
Assistant Engineer: Diego Diego, E.I.T.

**2022 APWA Project of the Year Award**







Design Cost: $210,000

Construction Cost: $17 million

Construction Start Date: February 2021

Construction Completion: September 2022

Recognized as a 2022 APWA Project of the Year, our team provided the design and construction management services for this "complete street" pavement rehabilitation project. The scope covered major collectors and arterials, including the full reconstruction of a two-mile portion of Valley Boulevard, utilizing a sustainable and durable method, Full Depth Reclamation (FDR) to restore the roadway. In addition to designing the signage and striping and storm drain improvements, we implemented pedestrian safety upgrades including ADA-compliant curb ramps and a Class IV cycle track, improving connectivity to Cal Poly Pomona and the neighboring communities. Throughout this project, we collaborated closely with the City and coordinated proactively with several agencies including Caltrans and Cal Poly Pomona. This project successfully restored the roadway network with a cost-effective and sustainable solution and delivered significant enhancements to accessibility and multimodal mobility throughout this high-traffic corridor.

**Agency Project Reference**
Matt Pilarz, Principal Civil Engineer
matt.pilarz@pomonaca.gov | (909) 620-2233

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# 04 QA/QC Plan

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## Quality Assurance/Quality Control Plan (QA/QC)

Leveraging our experience in various pavement rehabilitation projects, our team applies a disciplined QA/QC program to ensure all plans, specifications, and estimates are accurate, constructible, and delivered on schedule. From project kickoff through final submittal, our approach prioritizes coordination across engineering disciplines, structured communication, proactive schedule management, and independent constructibility reviews. Our Senior Project Manager, Bobby Lin, PE, QSD, will be the dedicated QA/QC Manager for this project. Bobby will review each phase, providing objective review and formal sign-off to maintain the highest standards of quality and compliance with City requirements.

## QA/QC Matrix

| Phase | Purpose | Lead Responsibility | Key Deliverables |
|---|---|---|---|
| Project Kickoff & Discipline Coordination | Align scope, confirm standards, establish communication protocols amongst City staff, subconsultants for survey, and geotechnical teams. | Project Manager with QA/QC oversight | Kickoff agenda, contact list, communication plan |
| Design Integration | Maintain consistency across all design disciplines and resolve conflicts early. | Project Manager, Design Engineers | Updated plan sheets, issue resolution log |
| Schedule Monitoring | Track milestones and critical path; adjust resources to maintain the project timeline. | Project Manager verified by QA/QC Manager | Bi-weekly schedule updates, risk log |
| Internal Quality Reviews | Discipline-specific checks of calculations, ADA upgrades, drainage criteria, and treatment recommendations. | QA/QC Manager | Redlined drawings, design checklists |
| Constructibility Review | Evaluate bid readiness, cost efficiency, and construction feasibility prior to final submittal. | Principal-in-Charge, approved by QA/QC Manager | Constructibility report, cost reconciliation |
| Final PS&E Verification | Confirm compliance with City standards and verify completeness of plans, specifications, and estimates. | QA/QC Manager | Final sign-off sheet, compliance checklist |

## Key QA/QC Checks

- Project Management: We will ensure all meeting agendas, minutes, and action items are clearly documented, reviewed and distributed timely.
- Survey Verification: RKA will coordinate with subconsultant, confirm right-of-way limits, and review their schedule for consistency with the project schedule and integrate updates as needed.
- ADA Compliance: Confirm sidewalk grades, curb ramps, detectable warnings, and path-of-travel clearances meet current ADA and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements.
- Schedule Management: We will conduct regular schedule reviews to track actual progress against planned timelines and identify potential delays early. We will ensure key milestones are clearly defined, achievable, and aligned with City goals and contractual obligations.
- Constructibility Review: Evaluate staging, phasing, and contractor access to reduce change orders and field conflicts.

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# 05 Key Personnel

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## Key Personnel

Our project team brings a balance of principal-level oversight and hands-on technical expertise. Each key staff member has direct experience delivering pavement rehabilitation and ADA compliance projects for local cities. The team structure ensures responsive communication, efficient design, and timely delivery of all PS&E packages.

| Name/Title | Role & Responsibilities | Relevant Experience |
|---|---|---|
| Cody Howing, PE, QSD<br><br>Owner, Director of Engineering | Principal-in-Charge<br><br>Authorized to negotiate and sign contracts, able to make decisions and represent the company without any limitations. Cody will provide oversight and direction and be a valued resource, specifically with his past City experience and knowledge for the ARAM method. | 18+ years of experience delivering a diverse range of civil engineering projects including active transportation, roadway and pavement rehabilitation, and signing and striping projects local municipalities. Comparable projects include managing the City of Downey's CIP 22-20- Residential Streets Pavement Rehabilitation – Area 5 and overseeing Garey Avenue Rehabilitation- Aliso Street to Monterey Ave in Pomona (Section 3). |
| Cesar Ortiz, PE, TE, QSD<br><br>Engineering Manager | Project Manager<br>Resident of Downey<br><br>Primary City contact; manages schedule and task deliverables. Will partner closely with City staff and QA/QC Manager. Manage budget and subconsultants. Leads pavement design, ARAM analysis, drainage integration, and plan production. | 10+years of civil engineering experience, with a wide range of roadway improvement efforts, including pavement rehabilitation, signing and striping improvements, ADA compliance upgrades, and intersection enhancement. Projects include street rehabilitation on Malvern Avenue and Orangethrope Street in Buena Park, Garey Avenue Rehabilitation project for City of Pomona (Section 3) and B Street Rehabilitation in La Verne which included the demolition of existing infrastructure and construction of new sidewalks, ADA-compliant curb ramps, and new intersection bulb outs. Currently managing the City of Buena Park's 4th Street Upsizing project and a few other local park projects |
| Michael Lee, PE, QSD<br><br>Municipal Services Manager | Alternate Project Manager<br>Same as Project Manager. | 13+ years of civil infrastructure projects, managing design development, PS&E for large-scale, complex projects such as street rehabilitation including Major Street Rehabilitation – 2015 Metro Call Project completed in 2022 for the City of Pomona. (Section 3). Currently managing Walnut's La Puente Road Rehabilitation Project. Project consist of an ARAM system 3 application along with concrete improvements and signing and striping. |

| Name/Title | Role & Responsibilities | Relevant Experience |
|---|---|---|
| Bobby Lin, PE, QSD<br>Senior Project Manager | QA/QC Manager<br><br>Conducts milestone reviews, verifies PS&E compliance, signs final submittals. | 15+ years of managing civil design and infrastructure projects including street and pavement rehabilitation. Bobby's extensive knowledge and experience in similar projects, like Chino Hills Parkway Pavement Rehabilitation and 2023-24 Annual Arterial Pavement Rehabilitation project in Burbank, give him the skillset to provide quality assurance and compliance management to this project. Currently managing the Valley Blvd Pavement Rehabilitation project in the City of Walnut, which will include multiple pavement restoration methods including mill & overlay and pavement reconstruction. |
| Bob Kelsoe, PE, PLS<br>Kelsoe & Associates | Survey Subconsultant<br><br>Field survey, monument identification, base mapping. | 30+years; CA Professional Land Surveyor- LS #6957 Resume provided in this Section.<br><br>Currently providing surveying services to various projects in Pomona, Buena Park, and City of Industry. |
| Brett Anderson, PE<br>Sladden Engineering | Geotechnical Subconsultant<br><br>Pavement core testing, soils analysis, treatment recommendations. | 30+ years; CA PE # RCE 45389<br>Resume provided in this Section. |

## Project Staffing and Level of Effort

The table below identifies each key project role and the estimated percentage of time they will devote to this project to meet the City's expedited schedule.

| Project Role | Estimated Level of Effort (% of Project) | Primary Responsibilities |
|---|---|---|
| Principal-in-Charge | 15% | Strategic and technical direction. Resource and advisor. Authorized to bind contracts and represent RKA. |
| Project Manager | 70% | Primary City contact; oversees schedule, QA/QC, and budget. Pavement design, ARAM analysis, drainage integration |
| QA/QC Manager | 15% | Conducts milestone reviews and final PS&E verification |
| Survey Subconsultant | 80% | Field survey and base mapping |
| Geotechnical Subconsultant | 80% | Pavement cores, soils analysis, treatment recommendations |

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# Cody Howing, P.E., QSD

## Director of Engineering and Principal-in-Charge

**Qualifications**

18+
Years of Experience

B.S.C.E. California State Polytechnic University, Pomona , CA

REA - Caltrans Resident Engineer Academy Cert. of Completion

P.E. - Registered Civil Engineer, CA RCE 86054

QSD - Qualified SWPPP Developer, CA C86054

Specialized Disciplines: Roadway Improvements, Right-of-Way Engineering, ADA Compliance, Infrastructure Design, Federal and State Funding Compliance, NPDES Compliance & Storm-water Management, Grading and Drainage System Design, Right-of-Way Engineering, City Engineering, Capital Improvement Program Management, Construction Management, Quality Control, Assessment Districts Engineering

## Professional Summary

Cody Howing, P.E., QSD, is a licensed civil engineer with over 18 years of experience in municipal engineering, Capital Improvement Program (CIP) management, NPDES compliance and storm-water management. As Director of Engineering and Principal at RKA Consulting Group, Cody manages the team, advises on project strategies, and provides guidance to ensure the successful delivery of all projects. Cody currently holds leadership roles as City Engineer for the cities of Duarte and La Verne, managing capital budgets, infrastructure design, construction, assessment districts and development reviews. Additionally, his expertise includes roadway improvements, traffic signal design, grading, and land development. Cody brings an extensive background in federal and state funding compliance, effectively managing project scopes to meet regulatory requirements. Cody is a trusted partner and experienced resource for developing and implementing infrastructure solutions to support city goals, surpass community expectations and adhere to all regulatory standards.

## Experience

- City Engineer, Cites of Duarte and La Verne: Responsible for the City's Capital Improvement Program (CIP), including the design, infrastructure planning, budgeting, and implementation of all capital projects. Responsible for coordination with developers, reviews plans for municipal compliance, and serves as the primary point of contact and liaison for stakeholders and staff. As City Engineer, he serves as technical advisor to city leadership, attends council and public meetings, and takes a proactive approach to addressing resident concerns.
- Capital Improvement Project (CIP) No. 22-20 Residential Streets Pavement Rehabilitation Project — Area 5, City of Downey: Managed and provided comprehensive engineering design services for the City of Downey's multi-phase Residential Streets Pavement Rehabilitation Program, covering Area 5, with the goal to extend pavement service life, improve surface conditions, and enhance ADA accessibility across a mix of collector and local streets within predominantly residential neighborhoods. Recommended the City to select the ARAM system to support durability and cost-effective solution for the restoration of these streets.
- Major Street Rehabilitation, City of Pomona: Managed comprehensive street rehabilitation including pavement overlays, cold central plant recycling, median construction, landscaping, and infiltration trench installation. Coordinated with partners such as Caltrans, SCRAA, and local businesses, with a focused approach to residents to ensure smooth project execution and satisfaction.

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# Cesar Ortiz, P.E., T.E., QSD

## Engineering Manager

**Qualifications**

10+
Years of Experience

B.S.C.E. California State Polytechnic University, Pomona , CA

P.E. - Registered Civil Engineer, CA -RCE 92742

T.E. - Traffic Engineer, CA, TE- 3131

QSD - Qualified SWPPP Developer, CA C92742

Certifications: Water Treatment Operator (T2 45748), Water Distribution Operator (D3 56149)

Specialized Disciplines: Street Rehabilitation, Active Transportation Design, ADA Compliance, City Engineering, Land Development, Traffic Engineering, Plans, Specifications & Estimate (PS&E), Construction Management, Sewer Design, Quality Control

## Professional Summary

Cesar Ortiz, P.E., T.E., QSD, has over 10 years of experience in civil engineering, managing public infrastructure design projects throughout Southern California. As Engineering Manager at RKA, he has led a wide range of roadway improvement efforts, including pavement rehabilitation, signing and striping improvements, ADA compliance upgrades, and intersection enhancements. Cesar's expertise spans to storm drain systems, water and sewer infrastructure, grading design, and traffic signal enhancements including traffic control design. Previously, as Principal Engineer for the City of Buena Park, Cesar managed the City's Capital Improvement Program (CIP). Currently, Cesar serves as the Deputy City Engineer for the City of Baldwin Park, with primary focus on land development and City engineering services. Serving as a key resource for quality assurance and control, Cesar provides technical advisement and strategic direction to address project challenges, implement best practices and guide subconsultants, with a focus on aligning outcomes with the City's goals and ensuring project success.

## Experience

- Deputy City Engineer, City of Baldwin Park: Contract Deputy City Engineer, supervising all land development review, issues grading permits, and administering subdivision reviews to ensure compliance and smooth coordination between multiple stakeholders including developers, planning, building and public works departments.
- Garey Avenue Rehabilitation Project, City of Pomona: Provided strategic direction for the design of over two miles of roadway construction including median improvements, lighting upgrades, the rehabilitation of 8 traffic signals and the implementation of a Class II bike lanes. Collaborated with Caltrans to manage and coordinate improvements within the designated right-of-way, contributing to the effective management of a key intersection segment.
- B Street Rehabilitation Project, City of La Verne: Managed PS&E for this project which included the demolition of existing infrastructure and the construction of new sidewalks, intersection bulb-outs, and ADA-compliant curb ramps, enhancing both pedestrian safety and accessibility. Partnered closely with the City and other agencies to support each phase of the project, including the installation of new curbs and gutters, fresh asphalt pavement, and thoughtfully designed landscaping.

## Awards

ASCE: 2025- Los Angeles Section - Outstanding Civil Engineer in Private Sector
ASCE: 2025 - Orange County Chapter- Civil Engineer of the Year, Private Sector
ASCE: 2025- MLAB Chapter- Outstanding Civil Engineer in Private Sector
APWA: 2024- Southern California Chapter - Emerging Leader of the Year



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# Bobby Lin, P.E., QSD

## Senior Project Manager

**Qualifications**

15+
Years of Experience

B.S.C.E. University of California Irvine, CA

P.E. - Registered Civil Engineer, CA -RCE 85563

QSD - Qualified SWPPP Developer, CA C85563

Specialized Disciplines: Roadway Rehabilitation, Active Transportation Design, ADA compliance & Accessibility Improvements, Utility Coordination, Construction Support, Project Management, Quality Control

## Professional Summary

Bobby Lin, P.E., QSD, is a seasoned Civil Engineer with over 15 years of experience managing public infrastructure design projects throughout Southern California. As a Project Manager, he has led a wide range of roadway improvement efforts, including pavement rehabilitation, pedestrian facility design, ADA compliance upgrades, and intersection enhancements. He possesses a deep understanding of municipal design standards and is highly proficient in the application of Greenbook specifications.

Recognized for his technical expertise and collaborative leadership style, Bobby fosters trusted relationships with agency staff, stakeholders, and multidisciplinary design teams. His commitment to responsive communication and efficient project delivery has consistently resulted in cost-effective solutions that align with client goals and community needs. His leadership continues to drive the advancement of resilient and accessible public infrastructure.

## Experience

- Commercial Street Improvements and Roadway Rehabilitation, City of Santa Fe Springs: Led the PS&E development for the rehabilitation of Shoemaker Avenue, Springdale Avenue, Wakeman Street, and John Street within a heavily trafficked commercial district. Oversaw the design and implementation of Full Depth Reclamation (FDR) as the pavement rehabilitation approach. The scope of work also included redesigning curb and gutter profiles to eliminate drainage deficiencies and reconstructing pedestrian facilities to meet current ADA standards.
- Chino Hills Parkway Pavement Rehabilitation, City of Chino Hills: Managed the PS&E development for the rehabilitation of approximately three miles of Chino Hills Parkway, a major arterial serving both the City of Chino Hills and the City of Chino. The project involved implementing pavement rehabilitation strategies including slurry seal and grind-and-overlay treatments. Additional improvements included ADA-compliant curb ramp design, updated signing, and striping plans. Bobby led coordination efforts between both jurisdictions to ensure seamless design integration and consistent standards across city boundaries.
- 2023-24 Annual Arterial Pavement Rehabilitation Project, City of Burbank: Directed the PS&E development for the rehabilitation of three major arterial roadways—Verdugo Avenue, Victory Boulevard, and Alameda Avenue—throughout the City of Burbank. The project implemented grind-and-overlay resurfacing to improve pavement condition across all corridors. Additional scope included ADA-compliant curb ramp design, pavement dig-outs, and removal and reconstruction of deteriorated sidewalks and driveways. Outdated striping was redesigned to current standards, improving vehicular guidance, safety, and functionality.

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# Michael Lee, P.E., QSD

## Municipal Services Manager

**Qualifications**

13+
Years of Experience

B.S.C.E. California State Polytechnic University, Pomona , CA

P.E. - Registered Civil Engineer, CA -RCE 90601

QSD - Qualified SWPPP Developer, CA C90601

Certifications: REA- Caltrans Resident Engineer Academy Cert. of Completion

Specialized Disciplines: Municipal Infrastructure Design & Management, Complete Streets & Multimodal Design, Right-of-Way Acquisition, Sewer and Storm Drain, PS&E Development, Construction Management, Community Outreach & Stakeholder Communication, Regulatory and Grant Management

## Professional Summary

Michael Lee, P.E., QSD, is a licensed civil engineer with over 13 years of expertise in municipal infrastructure projects. Michael leads design development, plan preparation, and cost estimating for many of our city clients, while also providing in-office hours several times a week to closely partner with municipal staff. His portfolio includes large-scale, complex projects such as street rehabilitation, sewer and stormwater design, bicycle lane enhancements, and pedestrian crossing improvements and most recently, roundabouts.

Known for his proactive, solutions-focused approach, Michael delivers strategic, cost-effective design solutions to challenging conditions, including utility conflicts and traffic signal integration, ensuring project goals are met without compromising efficiency or safety. He brings specialized expertise in federal and state compliance, including Caltrans LAPM processes, HSIP programs, labor compliance, and grant management, positioning him as a trusted partner in achieving regulatory alignment and maximizing funding opportunities. Michael's diverse background and collaborative style make him a valuable asset in delivering infrastructure improvements that enhance mobility, safety, and community quality of life.

## Experience

- Complete Streets, Major Street 2015 Metro Call Project, City of Pomona: APWA Project of the Year (2022): Managed the $9.9M "Complete Street" project, including paving restoration, pedestrian improvements, and a bi-directional Class IV cycle track with bike-only signals. The project featured the full reconstruction of Valley Boulevard using sustainable Full Depth Reclamation (FDR). Coordinated with Caltrans and Cal Poly Pomona, managed change orders within limits, and ensured successful grant reimbursement.
- District 4 And 5 Rehabilitation Project, City of Pomona: Served as Project Manager and led coordination for all federal compliance with federal construction authorization and CEQA/NEPA environmental clearances. Managed the design for concrete repair, asphalt overlay, and right-of-way clearances to ensure timely completion of critical rehabilitation efforts.
- Street Residential Resurfacing - Colver Rimhurst Bridger Glentana et al Project- Phase 1, City of Covina: Managed the design, led funding compliance management, construction support, and inspection services. Developed cost-savings strategies during design for the resurfacing residential streets and tailored project exhibits and optimized plan sheets for clarity and contractor efficiency. Supported bidding and construction with responsive RFI handling, fair RFP processes, and oversight to minimize delays.
- Duarte Active Transportation Safety Project, City of Duarte: Led project management to ensure federal funding compliance, collaborating with several agencies including Caltrans and the California Transportation Commission (CTC). The project included sidewalk improvements and striping upgrades with new bike lanes to enhance pedestrian and cyclist safety.

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# Kelsoe & Associates

## Subconsultant Partner - Land Surveying Services

## Robert Kelsoe, PLS

### Qualifications

30+
Years of Experience

Rancho Santiago College and Riverside City College- Land Surveying Program

PLS - Registered California Professional Land Surveyor- LS 6957

PLS- Registered Nevada Professional Land Surveyor- LS 12994

Project Partner: President

Contact Information: (951) 736-0755 or bobk@team-kelsoe.com

### Professional Summary

Robert Kelose, PLS is a Licensed Land Surveyor with over three decades of experience in the land surveying industry. He earned his licensure in 1993 and, in 1994, co-founded Kelsoe & Associates, where he currently serves as President. Under her leadership, the firm has grown from a single employee to a team of 25 professionals operating eight fully equipped survey crews. Kelsoe & Associates specializes in providing comprehensive land surveying services to municipalities and public agencies across Southern California, including design surveys, engineering support, and construction staking.

Robert brings deep expertise in public works infrastructure projects, right-of-way engineering, and expert witness consulting. His commitment to precision, reliability, and client service has positioned Kelsoe & Associates as a trusted partner in the region's development and infrastructure initiatives.

### Experience with RKA

» City of Covina, Covina Heights Resurfacing Project
» City of Covina, Street Resurfacing - Clover et al
» City of Duarte, ATP Cycle 4 Duarte Pedestrian Access
» City of Duarte, Striping Improvements Duarte & Highland
» City of Duarte, Huntington Drive Survey & Utility Research
» City of Duarte, Royal Oaks Stop Sign Warrant Analysis
» City of La Verne, Mainiero Square Improvements
» City of La Verne, Public Safety Parking Enhancements
» City of La Verne, Arrow Hwy Urban Greening Grant Project
» City of La Verne, White Avenue Street Rehabilitation
» City of Norco, Valley View- 3rd to 4th
» City of Norco, Fourth Street- SIerra Avenue to Temescal Avenue
» City of Pomona, Street Rehabilitation Districts 4 and 5
» City of Pomona, Cycle 4 ATP
» City of Pomona, Garey Avenue Rehabilitation - Aliso to Monterrey Avenue
» City of San Dimas, Horsethief Canyon Equestrian Center Improvements

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# Sladden Engineering

## Subconsultant Partner - Geotechnical Services

## Brett Anderson, PE

**Qualifications**

30+ Years of Experience

B.S.C.E. Colorado State University

M.S. Geotechnical Engineering, University of Utah

P.E. - Registered Civil Engineer, CA -RCE 45389

P.E.- Registered Civil Engineer, AZ-RCE 25283

Project Partner: President and Principal-in-Charge

Contact Information: (714) 523-0952 or banderson@sladdenengineering.com

### Professional Summary

Brett Anderson, P.E.,has over 30 years of geotechnical experience since receiving his Master of Science in Geotechnical Engineering. Brett's knowledge and expertise includes "hands-on" experience during field exploration operations and extensive construction testing and monitoring experience. This includes valuable design and construction experience on all types of projects including:

- Large and small land developments,
- various developments for commercial and residential purposes,
- Hospitals,
- Schools,
- Airports.
- Bridges,
- Waste-water reclamation facilities

### Experience

As Principal Geotechnical Engineer for Sladden Engineering :

- Authors and reviews geotechnical engineering reports and proposals
- Manages the subsurface exploration operations for these studies
- Initiates laboratory testing
- Performs engineering analysis of laboratory data, and
- Provides design parameters for site preparation, foundations, and other improvements relevant to the projects
- Manages the Indio office and Sladden Engineering's Coachella Valley operations.

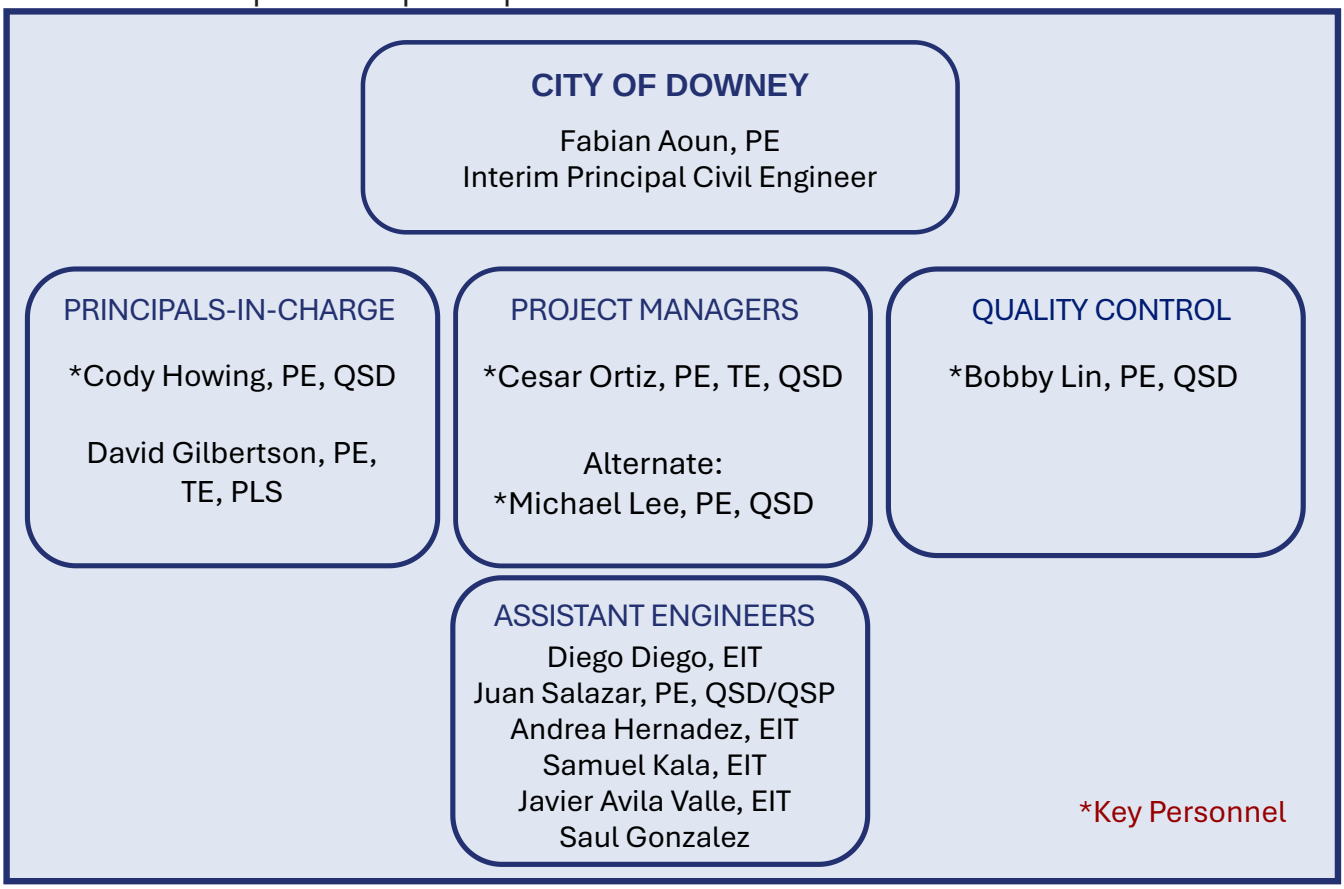
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RKA CONSULTING GROUP

## Project Team

The following team members, are committed as the primary team to support the City of Downey for the four CIP Pavement Rehabilitation projects. We partner closely with trusted subconsultants, outlined below, and will be responsible for coordination and project deliverables. Resumes for key personnel are included in this proposal; additional resumes for supporting team members can be provided upon request.




Kelsoe & Associates
Land Survey Subsconsultant

Contact Information: Robert Kelsoe, PLS, President
(951) 736-0755 | bobk@team-kelsoe.com

Kelsoe & Associates, is a full-service land surveying firm serving private and public sector clients throughout the Western United States with licenses in California, Nevada, and Utah. Founded in 1994, their team provide comprehensive surveying services with approximately 25 professionals and 8 survey crews dedicated to meet the needs of clients.

Services include: Boundary surveys, topographic surveys, as-built surveys, construction staking/layout, research and analysis, construction planning, preparing maps, aerial topographic surveys

Sladden Engineering
Geotecnhical Subsconsultant

Contact Information: Brett Anderson, PE, President
(714) 523-0952 | banderson@sladdenengineering.com

Sladden Engineering, is a full-service geotechnical engineering firm, founded in 1959, serving private and public sector clients throughout Southern California. They assist governmental agencies, developers, construction managers with a wide spectrum of civil engineering services.

Services include: Pavement coring, subgrade soil investigation, laboratory testing, report preparation

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# 06 Current Work Commitments

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## Current Work Commitments

RKA maintains an engineering department comprised of 18 professionals, including engineers, designers, construction managers, and support personnel. The projects listed below will not impact our ability to meet the City's project schedule for these rehabilitation project. Resources can be shifted as needed to ensure on-time delivery.

| Project Name/Client | % Complete & Anticipated Completion | Key Staff | Impact on Proposed Project |
|---|---|---|---|
| Fiscal Year 25-26 Roadway Pavement Rehabilitation<br><br>City of Artesia | 15% Complete<br><br>Completion Estimated: December 2025 | Project Manager- Bobby Lin, PE,QSD<br><br>Support Team- Tyler Jung | No Conflict, separate team supporting primary |
| La Puente Road Rehabilitation STPL-5353(011)<br><br>City of Walnut | 100% Design Complete<br><br>Construction starting November 2025 | Project Manager Michael Lee, PE, QSD | No Conflict, separate team supporting primary |
| Valley Boulevard Pavement Rehabilitation,<br><br>City of Walnut | 20% Complete<br><br>Completion Estimated: April 2026 | Project Manager- Bobby Lin, PE, TE, QSD<br><br>Design Engineer- Samuel Kala, EIT | Managed workload, schedule allows for full commitment |
| 4th Street Sewer Upsizing<br><br>City of Buena Park | 30% Complete<br><br>Completion Estimated: End of Nov. 2025 | Project Manager- Cesar Ortiz, PE, TE, QSD<br><br>Design Engineer- Diego Diego, EIT | Managed workload, schedule allows for full commitment |

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# 07 Project Plan/Schedule

RKA CONSULTING GROUP

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## Project Plan

This proposal includes four distinct projects, each with its own scope, budget, and final Plans, Specifications, and Estimate (PS&E) package. While the overall process and milestone schedule are consistent across the group, our team recognizes that site conditions, pavement treatments, and drainage needs will vary by location. We will manage each project as a separate assignment, tracking budgets individually, preparing a dedicated PS&E set for each, and coordinating with the City to ensure that the unique needs of each project are fully addressed while maintaining efficiency across the entire effort.

Key elements of our approach include:

- Early and ongoing coordination with the City's Project Manager and staff to confirm priorities, establish design criteria, and streamline reviews.
- A detailed Project Work Plan (Section 7) and QA/QC program (Section 4) to ensure each deliverable meets City standards for accuracy, quality, and timeliness.
- Integration of survey, geotechnical, drainage, and pavement design disciplines to produce cost-effective, constructible solutions.
- Strict project management of the City's milestone schedule, aligning our internal tracking with the specific deliverable dates outlined in the RFP to commit to on-time submittals.

### Project Key Elements

#### Pavement Rehabilitation

RKA performed a pre-proposal site visit to note the existing pavement conditions along the corridors . Various forms of pavement distress/failure including alligator and longitudinal/transverse cracking, raveling/surface disintegration, and weathering were noted on Imperial Highway, Lakewood Boulevard and Washburn Road as shown in Figure 1 and 2 below.



Figure 1: Eastbound Imperial Hwy, near easterly city limits



Figure 2: Westbound Washburn Rd, West of Pangborn Ave

RKA understands that the primary objective of this project is to develop a pavement rehabilitation design that restores structural integrity, enhances rider quality, and extends pavement life, all while remaining within the City's defined construction budget. The current pavement conditions along Imperial Hwy, Lakewood Blvd, Washburn Rd and all other alleys warrant a full depth reconstruction of the pavement section.

In support of the pavement rehabilitation design, Sladden Engineering will perform a geotechnical investigation, including 42 pavement core samples across Imperial Hwy, Lakewood Blvd, and Washburn Rd. to evaluate existing structural section performance, subgrade conditions and material properties. The investigation will result in a report with three rehabilitation alternatives per project, incorporating a Traffic Index (TI), R-Value testing, and a cost-benefit comparison for each option.

In collaboration with City staff and the findings from the geotechnical report, the appropriate treatment will be taken into final design that balances performance, cost, and constructability. Our firms has had great success rehabilitating street sections that are good candidates for a full reconstruct by introducing an interlayer of Asphalt-Rubber Aggregate Membrane (ARAM) between the base and the new asphalt overlay. The ARAM creates a flexible, waterproof barrier between old and new pavement layers, absorbing the stresses caused by heavy traffic loads and temperature fluctuations, effectively delaying reflective cracking from showing up at the surface. This method is just as effective at prolonging the pavement life as a full reconstruct with only a portion of the repair needed. RKA believes Imperial Hwy, Lakewood Blvd, and Washburn would be excellent candidates for the System 3 Application of ARAM (Figure 3) which consists of a cold mill, a leveling course, an ARAM interlayer and an ARHM overlay as shown in the figure below.

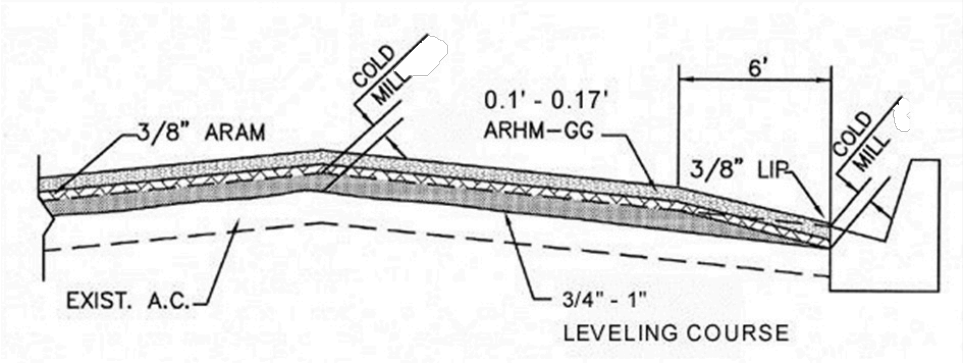



Figure 3: Typical System 3 ARAM Application

During our pre-proposal site visit, we noticed recently constructed or on-going construction that might have an impact on this project as listed below.

- **CIP No. 14-14B** – Woodruff Ave. from Washburn Rd. to Foster Ave. – New pavement section and medians with landscaping were constructed earlier this year. The intersection of Imperial Hwy. and Woodruff Ave. is already improved so the impact of this project will be less. Our design will join with new pavement limits along Imperial Hwy. and Washburn Rd.
- **Firestone Blvd. and Lakewood Blvd Intersection** – Intersection improvements are on-going. Our team will be mindful of these improvements and will integrate with our design plans as necessary.

The City has identified multiple alleys to include as part of this project. We have identified several others within the same vicinity that are candidates for repair. All of these alleys are in due for repair and restoration and have a very low Pavement Condition Index (PCI) rating. Given the required repair will most likely be full reconstruction and the budget is set at $1M, it is likely that only a portion of these alleys will be cost feasible for inclusion in the project. RKA will prepare rough construction cost estimates to determine which alleys to include in the design. In this proposal fee, we budgeted enough to survey and design all alleys identified by the City, up to 4,600 linear feet of centerline.

### Concrete Improvements

Once the pavement treatment option has been solidified, our team will complete a field walk to identify deficient concrete sidewalk, curb and gutters, curb ramps and cross gutters to include in the scope as the remaining budget permits. Our focus will be to upgrade deficient facilities to ADA compliance and to remove any tripping hazards that might exist, a few site photos are noted as Figure 4 and 5. We will also make note of any locations with standing water particularly within the gutter and use the topographic survey to determine if water flow can be improved with removal and replacement of the existing curb and gutters. Although not all driveways can be replaced, RKA will make note of any driveways in poor condition for potential replacement.



Figure 4: Westbound Imperial Hwy, West of Dunrobin Avenue



Figure 5: Northeast corner of Imperial Hwy and Benedict Avenue

## Pedestrian Facilities & ADA Compliance

A preliminary field review has identified numerous ADA compliance deficiencies along all street segments, which will be addressed as part of this project. Observed issues include:

Imperial Hwy

- Northeast corner of Imperial Hwy. and Benedict Ave. – pedestrian curb ramp will need to be reconstructed to ADA standards.
- Southwest corner of Imperial Hwy. and Adenmoor Ave. – pedestrian curb ramp will need to be reconstructed to ADA standards. If pavement repairs stop where the PCC pavement begins, this ramps does not need to be upgraded.
- Lifted sidewalk throughout that can either be replaced or grinded to remove the tripping hazard.

Washburn Road

- Southeast corner of Washburn Rd. and Pangborn Ave. – pedestrian curb ramp will need to be reconstructed to ADA standards.
- Southwest corner of Washburn Rd. and Pangborn Ave. – pedestrian curb ramp is missing. A new curb ramp will need to be constructed.
- Approximately 300 linear feet of missing sidewalk on south side of Washburn Rd between Woodruff Ave. and Pangborn Ave.
- Approximately 200 linear feet of missing sidewalk on the north side of Washburn Rd. between Woodruff Ave. and Pangborn Ave.
- Southwest corner of Washburn Rd. and Cornuta Ave. – pedestrian curb ramp will need to be reconstructed to ADA standards.
- Southwest and southeast corner of Washburn Rd. and Eastbrook Ave. – pedestrian curb ramps will need to be reconstructed to ADA standards.
- Southwest and southeast corner of Washburn Rd. and Dunrobin Ave. – pedestrian curb ramps will need to be reconstructed to ADA standards.
- Lifted sidewalk throughout that can either be replaced or grinded to remove the tripping hazard.

Lakewood Blvd

- All curb ramps along this corridor appear to be ADA compliant.
- Minimal repairs are needed for deteriorating sidewalk, curb, and cross gutters.

## Signing and Striping Design

A separate signing and striping plan will be developed for CIP 22-05 Imperial Hwy and CIP 24-05 Lakewood Boulevard. Signing and striping for the CIP 26-04 Alleys and Washburn Road will be shown on the improvement plans since striping improvements are minimal. The plans will be in accordance with the latest MUTCD and Caltrans standards.

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## Schedule Management and Ability to Meet Design Schedules

Our team is experienced in delivering municipal street improvement projects on streamlined schedules, and we have established procedures to ensure deadlines are consistently met. By working proactively and collaboratively with the City, we help ensure contract documents are delivered on time, even when schedules are tight or changes come up mid-project. For the CIP No. 26-04 FY 2025-2026 Alley Rehabilitation Project, to maintain progress within the expedited schedule, our team recommends going straight to a 90% review for the first submittal to keep delivery on track. (See Schedule in this Section)

## Schedule Management Procedures

- Field Support and Proactive Site Visits: In addition to our design team's field visits, we will leverage **o**ur intern team to perform proactive site visits, collect photos, and document field conditions at the City's direction to reduce turnaround time and prevent delays,. This approach provides up-to-date information for the design staff without diverting senior technical personnel from priority design tasks, ensuring that potential issues are identified early and addressed before they impact the critical path.
- Integrated Milestone Schedule: At project kickoff, we develop a detailed critical-path schedule that mirrors the City's required deliverable dates. This schedule identifies all major tasks (survey, geotechnical coordination, 60/90% design, QA/QC, and final PS&E) and assigns clear responsibilities and review periods.
- Bi-Weekly Status Reviews: The Project Manager and QA/QC Manager update the schedule every two weeks to track progress, flag risks, and adjust resources. Updates are shared with City staff to provide full transparency and collaboration throughout the project.

## Handling Potential Delays

- Dedicated Contract Support: Our marketing team assists with assembling contract documents, insurance certificates, addenda, and required forms, allowing the technical team to stay focused on design tasks and minimizing turnaround time for City approvals.
- Proactive Scheduling and Subconsultant Coordination: We maintain a close partnership with our subconsultants and will proactively schedule their involvement to optimize our timeline and align our approach with the City's priorities. Initiate utility coordination, permitting, and environmental checks at project start to avoid downstream delays.
- Resource Reallocation: Our leadership team meets weekly to discuss resource planning and can change or move staffing around to support critical tasks as needed to support the project.

## Established Methods and Proven Results

Our scheduling methods have been successfully applied on numerous fast-track municipal projects, including:

- Garey Avenue Rehabilitation, City of Pomona – The original design schedule approved by the City consisted of a 10 month design timeline. The City of Pomona had ARPA funding that was later assigned to this project. The funding source required us to be out to bid within 6 months of starting the design effectively shortening the design timeline by 40%.
  - Strategy: RKA mobilized additional design engineers to assist with the plans. Due to the shortened design timeline, we went out to bid with the 90% complete plans, specs and estimate while continuing to work on the design. Before the bid opening date, we issued addendums to replace the plan set with more complete plans. By doing this, we were able to solicit and receive bids for quantities that were satisfactory to get a contractor on board. By bidding it out using this strategy, we were able to effectively use ARPA funding before it expired. Both RKA and the City understood that change orders were bound to occur during construction and enough contingency was set aside to account for this.

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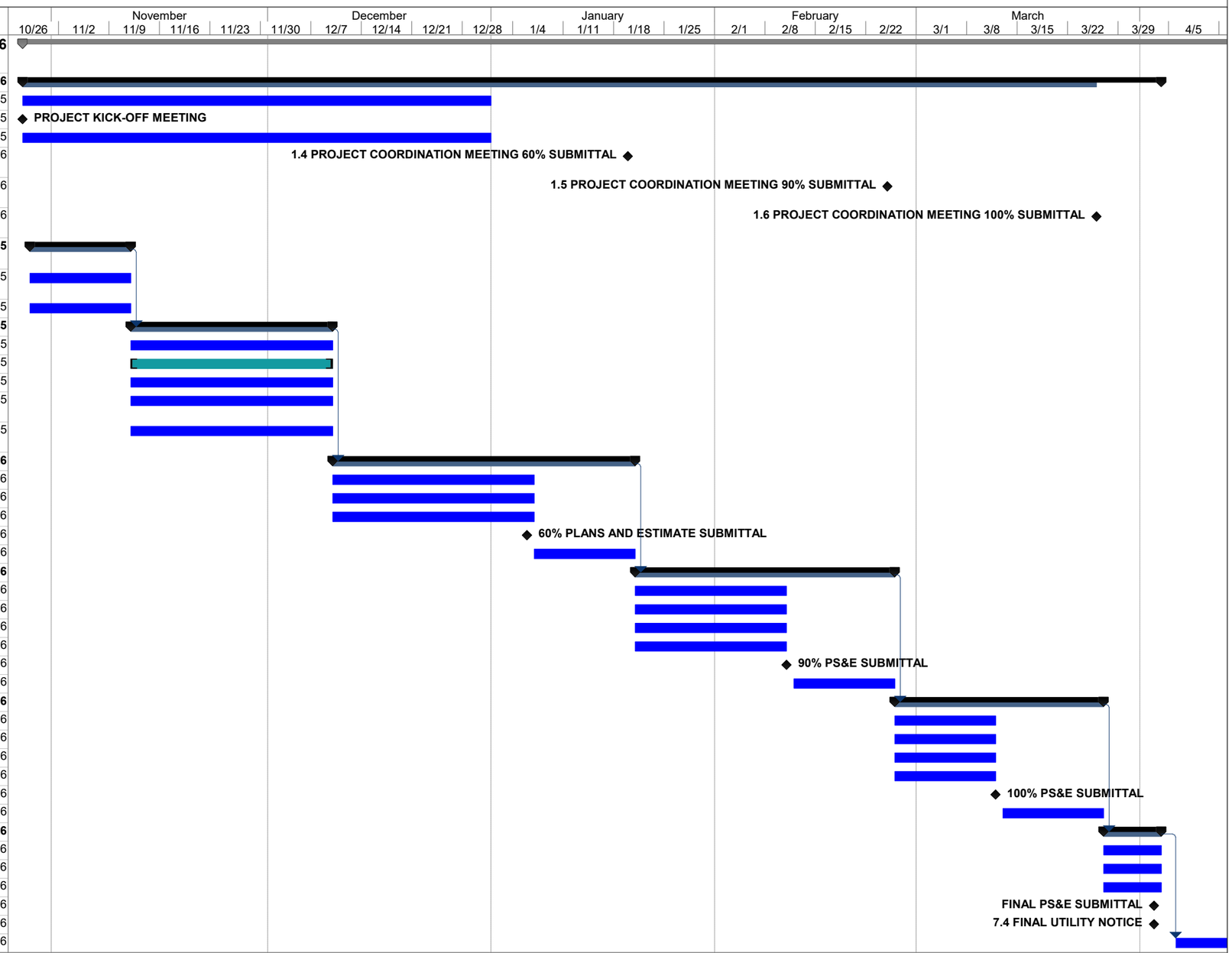
# PROJECT SCHEDULE

**CITY OF DOWNEY**

CIP 22-05 IMPERIAL HWY PAVEMENT REHABILITATION
CIP 24-05 LAKEWOOD BLVD PAVEMENT REHABILITATION
WASHBURN ROAD REHABILITATION

RKA CONSULTING GROUP

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 0 | **CITY OF DOWNEY CIP 22-05, CIP 24-05 & WASHBURN ROAD REHABILITATION** | **124 days?** | **Tue 10/28/25** | **Fri 4/17/26** |
| 1 | **TASK 1 - PROJECT MANAGEMENT** | **114 days?** | **Tue 10/28/25** | **Fri 4/3/26** |
| 2 | 1.1 PROJECT MANAGEMENT | 47 days? | Tue 10/28/25 | Wed 12/31/25 |
| 3 | 1.2 PROJECT KICKOFF MEETING | 0 days | Tue 10/28/25 | Tue 10/28/25 |
| 4 | 1.3 PROJECT SCHEDULE UPDATES AND TRACKII | 47 days? | Tue 10/28/25 | Wed 12/31/25 |
| 5 | 1.4 PROJECT COORDINATION MEETING 60% SUBMITTAL | 0 days | Tue 1/20/26 | Tue 1/20/26 |
| 6 | 1.5 PROJECT COORDINATION MEETING 90% SUBMITTAL | 0 days | Wed 2/25/26 | Wed 2/25/26 |
| 7 | 1.6 PROJECT COORDINATION MEETING 100% SUBMITTAL | 0 days | Thu 3/26/26 | Thu 3/26/26 |
| 8 | **TASK 2 - PROJECT SCOPE PLANNING AND STREET SELECTION** | **10 days** | **Wed 10/29/25** | **Tue 11/11/25** |
| 9 | 2.1 FIELD ASSESSMENT OF EXISTING PAVEMENT CONDITIONS | 10 days | Wed 10/29/25 | Tue 11/11/25 |
| 10 | 2.2 REVIEW PMS REPORT | 10 days | Wed 10/29/25 | Tue 11/11/25 |
| 11 | **TASK 3 - PRELIMINARY DESIGN** | **20 days** | **Wed 11/12/25** | **Tue 12/9/25** |
| 12 | 3.1 AS-BUILT RECORD RESEARCH | 20 days | Wed 11/12/25 | Tue 12/9/25 |
| 13 | 3.2 TOPOGRAPHICAL SURVEY | 20 days | Wed 11/12/25 | Tue 12/9/25 |
| 14 | 3.3 TREATMENT RECOMMENDATIONS | 20 days | Wed 11/12/25 | Tue 12/9/25 |
| 15 | 3.4 FIELD ASSESMENT OF CONCRETE, DRAINAGE AND ADA ACCESSIBILITY | 20 days | Wed 11/12/25 | Tue 12/9/25 |
| 16 | 3.5 UTILITY AS-BUILT REQUESTS, NOTICES AND COORDINATION | 20 days | Wed 11/12/25 | Tue 12/9/25 |
| 17 | **TASK 4 - 60% DESIGN PLANS** | **30 days?** | **Wed 12/10/25** | **Tue 1/20/26** |
| 18 | 4.1 IMPROVEMENT PLANS (PLAN & PROFILE) | 20 days? | Wed 12/10/25 | Tue 1/6/26 |
| 19 | 4.2 SIGNING AND STRIPING PLANS | 20 days | Wed 12/10/25 | Tue 1/6/26 |
| 20 | 4.3 PRELIMINARY ENGINEER'S COST ESTIMATE | 20 days? | Wed 12/10/25 | Tue 1/6/26 |
| 21 | 60% PLANS AND ESTIMATE SUBMITTAL | 0 days | Tue 1/6/26 | Tue 1/6/26 |
| 22 | CITY REVIEW | 10 days? | Wed 1/7/26 | Tue 1/20/26 |
| 23 | **TASK 5 - 90% PS&E** | **26 days?** | **Wed 1/21/26** | **Wed 2/25/26** |
| 24 | 5.1 IMPROVEMENT PLANS (PLAN & PROFILE) | 15 days? | Wed 1/21/26 | Tue 2/10/26 |
| 25 | 5.2 SIGNING AND STRIPING PLANS | 15 days | Wed 1/21/26 | Tue 2/10/26 |
| 26 | 5.3 PRELIMINARY ENGINEER'S COST ESTIMATE | 15 days? | Wed 1/21/26 | Tue 2/10/26 |
| 27 | 5.4 DRAFT SPECIFICATIONS | 15 days? | Wed 1/21/26 | Tue 2/10/26 |
| 28 | 90% PS&E SUBMITTAL | 0 days | Wed 2/11/26 | Wed 2/11/26 |
| 29 | CITY REVIEW | 10 days? | Thu 2/12/26 | Wed 2/25/26 |
| 30 | **TASK 6 - 100% DESIGN PS&E** | **21 days?** | **Thu 2/26/26** | **Thu 3/26/26** |
| 31 | 6.1 IMPROVEMENT PLANS (PLAN & PROFILES) | 10 days? | Thu 2/26/26 | Wed 3/11/26 |
| 32 | 6.2 SIGNING AND STRIPING PLANS | 10 days | Thu 2/26/26 | Wed 3/11/26 |
| 33 | 6.3 PRELIMINARY ENGINEER'S COST ESTIMATE | 10 days? | Thu 2/26/26 | Wed 3/11/26 |
| 34 | 6.4 DRAFT SPECIFICATIONS | 10 days? | Thu 2/26/26 | Wed 3/11/26 |
| 35 | 100% PS&E SUBMITTAL | 0 days | Thu 3/12/26 | Thu 3/12/26 |
| 36 | CITY REVIEW | 10 days? | Fri 3/13/26 | Thu 3/26/26 |
| 37 | **TASK 7 - FINAL PS&E** | **6 days?** | **Fri 3/27/26** | **Fri 4/3/26** |
| 38 | 7.1 FINAL CONSTRUCTION PLAN SET | 6 days? | Fri 3/27/26 | Fri 4/3/26 |
| 39 | 7.2 CONTRACT SPECIFICATIONS | 6 days | Fri 3/27/26 | Fri 4/3/26 |
| 40 | 7.3 FINAL ENGINEER'S ESTIMATE | 6 days? | Fri 3/27/26 | Fri 4/3/26 |
| 41 | FINAL PS&E SUBMITTAL | 0 days | Fri 4/3/26 | Fri 4/3/26 |
| 42 | 7.4 FINAL UTILITY NOTICE | 0 days | Fri 4/3/26 | Fri 4/3/26 |
| 43 | **TASK 8 - CONSTRUCTION SUPPORT** | 10 days? | Mon 4/6/26 | Fri 4/17/26 |




Client: City of Downey
Date: 10/6/2025

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Task | Project Summary | Inactive Summary | Manual Summary | External Milestone |
| Split | External Tasks | Manual Task | Start-only | Progress |
| Milestone | External Milestone | Duration-only | Finish-only | Deadline |
| Summary | Inactive Milestone | Manual Summary Rollup | External Tasks | |

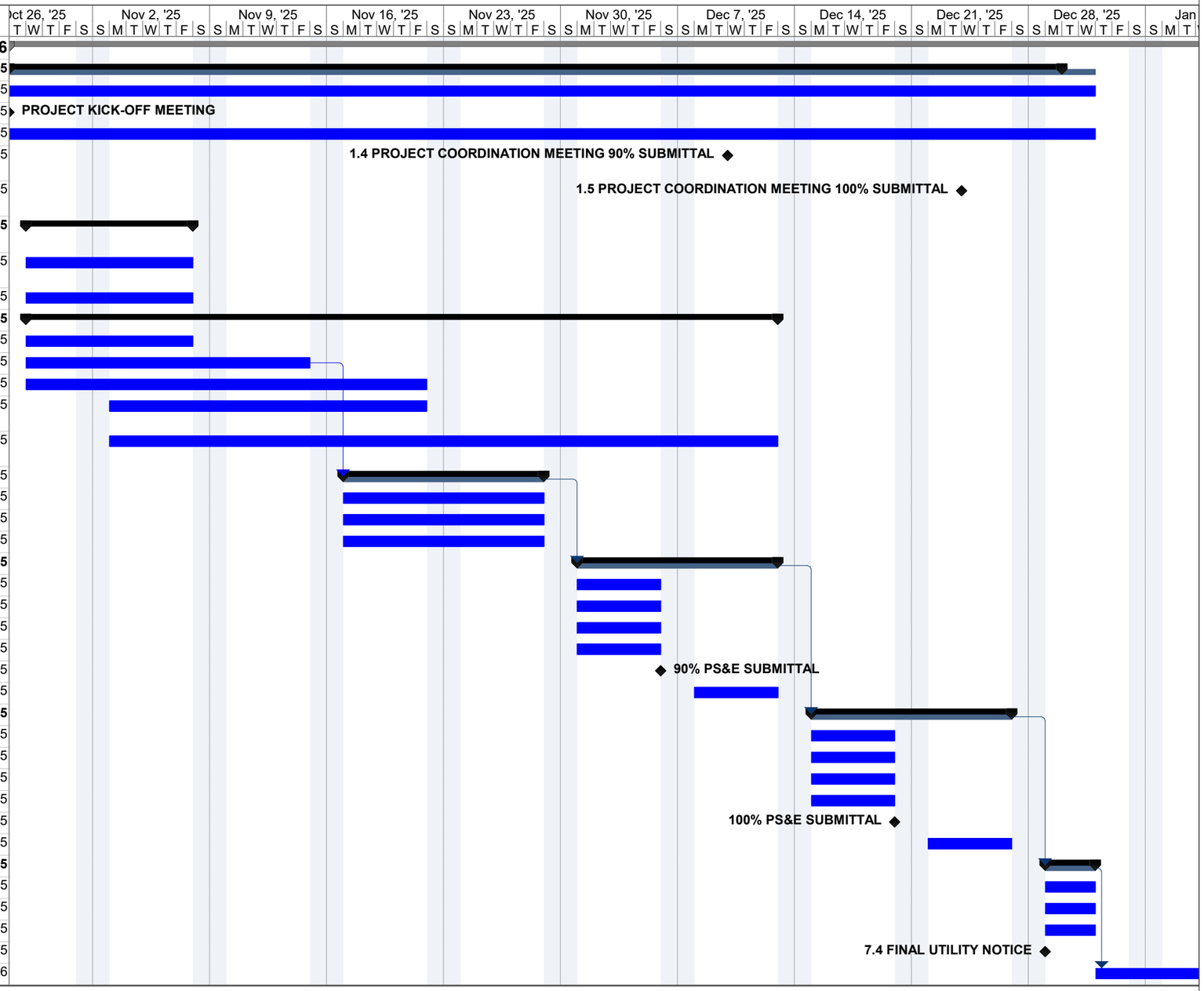
# PROJECT SCHEDULE

## CITY OF DOWNEY

CIP 26-04 FY 2025-2026 ALLEY REHABILITATION

RKA CONSULTING GROUP

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 0 | **CITY OF DOWNEY CIP 26-04** | **52 days?** | **Tue 10/28/25** | **Wed 1/7/26** |
| 1 | **TASK 1 - PROJECT MANAGEMENT** | **45 days?** | **Tue 10/28/25** | **Mon 12/29/25** |
| 2 | 1.1 PROJECT MANAGEMENT | 47 days? | Tue 10/28/25 | Wed 12/31/25 |
| 3 | 1.2 PROJECT KICKOFF MEETING | 0 days | Tue 10/28/25 | Tue 10/28/25 |
| 4 | 1.3 PROJECT SCHEDULE UPDATES AND TRACKIN | 47 days? | Tue 10/28/25 | Wed 12/31/25 |
| 5 | 1.4 PROJECT COORDINATION MEETING 90% SUBMITTAL | 0 days | Wed 12/10/25 | Wed 12/10/25 |
| 6 | 1.5 PROJECT COORDINATION MEETING 100% SUBMITTAL | 0 days | Wed 12/24/25 | Wed 12/24/25 |
| 7 | **TASK 2 - PROJECT SCOPE PLANNING AND STREET SELECTION** | **8 days** | **Wed 10/29/25** | **Fri 11/7/25** |
| 8 | 2.1 FIELD ASSESSMENT OF EXISTING PAVEMENT CONDITIONS | 8 days | Wed 10/29/25 | Fri 11/7/25 |
| 9 | 2.2 REVIEW PMS REPORT | 8 days | Wed 10/29/25 | Fri 11/7/25 |
| 10 | **TASK 3 - PRELIMINARY DESIGN** | **33 days?** | **Wed 10/29/25** | **Fri 12/12/25** |
| 11 | 3.1 AS-BUILT RECORD RESEARCH | 8 days | Wed 10/29/25 | Fri 11/7/25 |
| 12 | 3.2 TOPOGRAPHICAL SURVEY | 13 days? | Wed 10/29/25 | Fri 11/14/25 |
| 13 | 3.3 TREATMENT RECOMMENDATIONS | 18 days | Wed 10/29/25 | Fri 11/21/25 |
| 14 | 3.4 FIELD ASSESMENT OF CONCRETE, DRAINAGE AND ADA ACCESSIBILITY | 15 days | Mon 11/3/25 | Fri 11/21/25 |
| 15 | 3.5 UTILITY AS-BUILT REQUESTS, NOTICES AND COORDINATION | 30 days | Mon 11/3/25 | Fri 12/12/25 |
| 16 | **TASK 4 - 60% DESIGN PLANS** | **10 days?** | Mon 11/17/25 | Fri 11/28/25 |
| 17 | 4.1 IMPROVEMENT PLANS (PLAN & PROFILE) | 10 days? | Mon 11/17/25 | Fri 11/28/25 |
| 18 | 4.2 SIGNING AND STRIPING PLANS | 10 days | Mon 11/17/25 | Fri 11/28/25 |
| 19 | 4.3 PRELIMINARY ENGINEER'S COST ESTIMATE | 10 days? | Mon 11/17/25 | Fri 11/28/25 |
| 20 | **TASK 5 - 90% PS&E** | **10 days?** | Mon 12/1/25 | **Fri 12/12/25** |
| 21 | 5.1 IMPROVEMENT PLANS (PLAN & PROFILE) | 5 days? | Mon 12/1/25 | Fri 12/5/25 |
| 22 | 5.2 SIGNING AND STRIPING PLANS | 5 days | Mon 12/1/25 | Fri 12/5/25 |
| 23 | 5.3 PRELIMINARY ENGINEER'S COST ESTIMATE | 5 days? | Mon 12/1/25 | Fri 12/5/25 |
| 24 | 5.4 DRAFT SPECIFICATIONS | 5 days? | Mon 12/1/25 | Fri 12/5/25 |
| 25 | 90% PS&E SUBMITTAL | 0 days | Fri 12/5/25 | Fri 12/5/25 |
| 26 | CITY REVIEW | 5 days? | Mon 12/8/25 | Fri 12/12/25 |
| 27 | **TASK 6 - 100% DESIGN PS&E** | **10 days?** | Mon 12/15/25 | **Fri 12/26/25** |
| 28 | 6.1 IMPROVEMENT PLANS (PLAN & PROFILES) | 5 days? | Mon 12/15/25 | Fri 12/19/25 |
| 29 | 6.2 SIGNING AND STRIPING PLANS | 5 days | Mon 12/15/25 | Fri 12/19/25 |
| 30 | 6.3 PRELIMINARY ENGINEER'S COST ESTIMATE | 5 days? | Mon 12/15/25 | Fri 12/19/25 |
| 31 | 6.4 DRAFT SPECIFICATIONS | 5 days? | Mon 12/15/25 | Fri 12/19/25 |
| 32 | 100% PS&E SUBMITTAL | 0 days | Fri 12/19/25 | Fri 12/19/25 |
| 33 | CITY REVIEW | 5 days? | Mon 12/22/25 | Fri 12/26/25 |
| 34 | **TASK 7 - FINAL PS&E** | **3 days?** | Mon 12/29/25 | **Wed 12/31/25** |
| 35 | 7.1 FINAL CONSTRUCTION PLAN SET | 3 days? | Mon 12/29/25 | Wed 12/31/25 |
| 36 | 7.2 CONTRACT SPECIFICATIONS | 3 days | Mon 12/29/25 | Wed 12/31/25 |
| 37 | 7.3 FINAL ENGINEER'S ESTIMATE | 3 days? | Mon 12/29/25 | Wed 12/31/25 |
| 38 | 7.4 FINAL UTILITY NOTICE | 0 days | Mon 12/29/25 | Mon 12/29/25 |
| 39 | **TASK 8 - CONSTRUCTION SUPPORT** | 5 days? | Thu 1/1/26 | Wed 1/7/26 |




Client: City of Downey
Date: 10/6/2025

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Task | Project Summary | Inactive Summary | Manual Summary | External Milestone |
| Split | External Tasks | Manual Task | Start-only | Progress |
| Milestone | External Milestone | Duration-only | Finish-only | Deadline |
| Summary | Inactive Milestone | Manual Summary Rollup | External Tasks | |

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# 08 Required Statements

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## Required Statements

The following statements are provided to satisfy RFP Sections 11–15. Each subsection addresses the City's specific request.

11. Insurance Statement

- RKA Consulting Group carries the insurance coverage required by the RFP, including General Liability, Professional Liability, and Workers' Compensation outlined in the Sample Professional Services Agreement. Certificate of Insurance will be provided upon award and contract issuance.

12. Request for Information, Proposed Changes, & Claims Statement

- RKA Consulting Group affirms that it has no outstanding claims, pending litigation, or judgments that would impair its ability to perform the services described.
- No exceptions or changes to the RFP terms are requested.
- We will be available to the City and help resolve disputes and claims should they arise.

13. Failure to Perform

- RKA Consulting Group has never been terminated for cause or failed to complete a municipal project.

14. Claims History

- No claims have been filed against RKA Consulting Group within the past five (5) years related to similar work.

15. Additional Proposal Information

- Federal Tax ID: 95-3759733
- Business License No.: 53690
- Authorized Principal-in-Charge: Cody Howing, PE, QSD is authorized to make decisions and represent RKA entity without any limitations.
  - Contact information: CHowing@rkagroup.com | (909) 594-9702 | 398 Lemon Creek Drive, Suite E, Walnut, CA 91789

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# A

# Fee Proposal: 1

## CIP No. 22-05 Imperial Highway Pavement Rehabilitation Project

RKA CONSULTING GROUP

Docusign Envelope ID: B2B67E62-5E5B-405D-9201-65C75E6AD290



RKA CONSULTING GROUP

## ENGINEERING DESIGN SERVICES FOR

## CIP NO. 22-05 IMPERIAL HIGHWAY PAVEMENT REHABILITATION PROJECT

| | Project Principal $210/hr | Project Manager $180/hr | Project Engineer $150/hr | Engineering Technician $110/hr | Kelsoe and Associates (Sub Consultant) | Total Fee |
|---|---|---|---|---|---|---|
| ***Task 1 Project Management*** | | | | | | |
| 1.1 Project Management | | 20 | | | | $ 3,600 |
| 1.2 Project Kickoff Meeting | 4 | 4 | | | | $ 1,560 |
| 1.3 Project Schedule Updates and Tracking | 2 | 4 | 4 | 4 | | $ 2,180 |
| 1.4 Project Coordination Meeting 60% Submittal | | 4 | 2 | | | $ 1,020 |
| 1.5 Project Coordination Meeting 90% Submittal | | 4 | 2 | | | $ 1,020 |
| 1.6 Project Coordination Meeting 100% Submittal | | 2 | 2 | | | $ 660 |
| **Subtotal Hours** | 6 | 38 | 10 | 4 | | |
| **Task Subtotal** | $ 1,260 | $ 6,840 | $ 1,500 | $ 440 | $ - | $ 10,040 |
| ***Task 2 Street Selection*** | | | | | | |
| 2.1 Field Assessment of Existing Pavement Conditions | 2 | 4 | 8 | 4 | | $ 2,780 |
| 2.2 Review PMS Report | 2 | 2 | 2 | | | $ 1,080 |
| **Subtotal Hours** | 4 | 6 | 10 | 4 | | |
| **Task Subtotal** | $ 840 | $ 1,080 | $ 1,500 | $ 440 | $ - | $ 3,860 |
| ***Task 3 Preliminary Design*** | | | | | | |
| 3.1 As-built Record Research | 2 | 4 | 8 | 4 | | $ 2,780 |
| 3.2 Topographic Survey | 2 | 2 | 2 | | $ 29,000.00 | $ 30,080 |
| 3.3 Geotechnical Investigation and Treatment Recommendations | 2 | 2 | 2 | | $ 11,000.00 | $ 12,080 |
| 3.4 Field Assessment of Concrete, Drainage and ADA Accessibility | 2 | 6 | 10 | 4 | | $ 3,440 |
| 3.5 Utility Asbuilt Requests, Notices and Coordination | 2 | 4 | 8 | 12 | | $ 3,660 |
| **Subtotal Hours** | 10 | 18 | 30 | 20 | | |
| **Task Subtotal** | $ 2,100 | $ 3,240 | $ 4,500 | $ 2,200 | $ 40,000 | $ 52,040 |
| ***Task 4 60% Design Plans*** | | | | | | |
| 4.1 Improvement Plans (Plan & Profile) | 8 | 40 | 160 | 30 | | $ 36,180 |
| 4.2 Signing and Striping Plans | 2 | 8 | 20 | 10 | | $ 5,960 |
| 4.3 Preliminary Engineer's Cost Estimate | 2 | 4 | 12 | 6 | | $ 3,600 |
| **Subtotal Hours** | 12 | 52 | 192 | 46 | | |
| **Task Subtotal** | $ 2,520 | $ 9,360 | $ 28,800 | $ 5,060 | $ - | $ 45,740 |
| ***Task 5 90% PS&E*** | | | | | | |
| 5.1 Improvement Plans (Plan & Profile) | 6 | 24 | 80 | 24 | | $ 20,220 |
| 5.2 Signing and Striping Plans | 2 | 4 | 14 | 6 | | $ 3,900 |
| 5.3 Engineer's Cost Estimate | 2 | 6 | 8 | 4 | | $ 3,140 |
| 5.4 Draft Specifications | 4 | 8 | 16 | 4 | | $ 5,120 |
| **Subtotal Hours** | 14 | 42 | 118 | 38 | | |
| **Task Subtotal** | $ 2,940 | $ 7,560 | $ 17,700 | $ 4,180 | $ - | $ 32,380 |
| ***Task 6 100% Design PS&E*** | | | | | | |
| 6.1 Improvement Plans (Plan & Profile) | 2 | 14 | 40 | 16 | | $ 10,700 |
| 6.2 Signing and Striping Plans | 2 | 4 | 8 | 6 | | $ 3,000 |
| 6.3 Engineer's Cost Estimate | 2 | 4 | 8 | | | $ 2,340 |
| 6.4 Draft Specifications | 2 | 8 | 10 | 4 | | $ 3,800 |
| **Subtotal Hours** | 8 | 30 | 66 | 26 | | |
| **Task Subtotal** | $ 1,680 | $ 5,400 | $ 9,900 | $ 2,860 | $ - | $ 19,840 |
| ***Taks 7 Final PS&E Submittal*** | | | | | | |
| 7.1 Final Construction Plan Set | 2 | 2 | 10 | 4 | | $ 2,720 |
| 7.2 Final Contract Specifications | 2 | 4 | 8 | | | $ 2,340 |
| 7.3 Final Engineer's Estimate | 2 | 2 | 4 | 2 | | $ 1,600 |
| 7.4 Final Utility Notice | 2 | 2 | 6 | 8 | | $ 2,560 |
| **Subtotal Hours** | 8 | 10 | 28 | 14 | | |
| **Task Subtotal** | $ 1,680 | $ 1,800 | $ 4,200 | $ 1,540 | $ - | $ 9,220 |
| ***Taks 8 Construction Support*** | | | | | | |
| 8.1 Respond to RFIs During Construction | 2 | 4 | 10 | | | $ 2,640 |
| 8.2 Design Support and Field Meetings | 2 | 6 | 12 | | | $ 3,300 |
| **Subtotal Hours** | 4 | 10 | 22 | 0 | | |
| **Task Subtotal** | $ 840 | $ 1,800 | $ 3,300 | $ - | $ - | $ 5,940 |
| **Subtotal Fee** | $ 13,020 | $ 35,280 | $ 68,100 | $ 16,720 | $ 40,000 | **$ 173,120** |
| **Total Labor Hours** | **62** | **200** | **466** | **148** | | |
| **Total Project Fee** | | | | | | **$ 173,120** |

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# B

# Fee Proposal: 2

## CIP No. 24-05 Lakewood Boulevard Pavement Rehabilitation Project

RKA CONSULTING GROUP

Docusign Envelope ID: B2B67E62-5E5B-405D-9201-65C75E6AD290

# FEE PROPOSAL- LAKEWOOD BOULEVARD

RKA CONSULTING GROUP

## ENGINEERING DESIGN SERVICES FOR

## CIP NO. 24-05 LAKEWOOD BOULEVARD PAVEMENT REHABILITATION PROJECT

| | Project Principal $210/hr | Project Manager $180/hr | Project Engineer $150/hr | Engineering Technician $110/hr | Kelsoe and Associates (Sub Consultant) | Total Fee |
|---|---|---|---|---|---|---|
| ***Task 1 Project Management*** | | | | | | |
| 1.1 Project Management | | 26 | | | | $ 4,680 |
| 1.2 Project Kickoff Meeting | 2 | 4 | | | | $ 1,140 |
| 1.3 Project Schedule Updates and Tracking | 2 | 4 | 6 | 2 | | $ 2,260 |
| 1.4 Project Coordination Meeting 60% Submittal | | 4 | 2 | | | $ 1,020 |
| 1.5 Project Coordination Meeting 90% Submittal | | 4 | 2 | | | $ 1,020 |
| 1.6 Project Coordination Meeting 100% Submittal | | 2 | 2 | | | $ 660 |
| **Subtotal Hours** | 4 | 44 | 12 | 2 | | |
| **Task Subtotal** | $ 840 | $ 7,920 | $ 1,800 | $ 220 | $ - | $ 10,780 |
| ***Task 2 Street Selection/*** | | | | | | |
| 2.1 Field Assessment of Existing Pavement Conditions | 2 | 8 | 12 | 4 | | $ 4,100 |
| 2.2 Review PMS Report | 2 | 2 | 2 | | | $ 1,080 |
| **Subtotal Hours** | 4 | 10 | 14 | 4 | | |
| **Task Subtotal** | $ 840 | $ 1,800 | $ 2,100 | $ 440 | $ - | $ 5,180 |
| ***Task 3 Preliminary Design*** | | | | | | |
| 3.1 As-built Record Research | 2 | 6 | 10 | 4 | | $ 3,440 |
| 3.2 Topographic Survey | 2 | 2 | 2 | | $ 45,000.00 | $ 46,080 |
| 3.3 Geotechnical Investigation and Treatment Recommendations | 2 | 2 | 2 | | $ 17,500.00 | $ 18,580 |
| 3.4 Field Assessment of Concrete, Drainage and ADA Accessibility | 2 | 8 | 12 | 6 | | $ 4,320 |
| 3.5 Utility Asbuilt Requests, Notices and Coordination | 2 | 4 | 10 | 14 | | $ 4,180 |
| **Subtotal Hours** | 10 | 22 | 36 | 24 | | |
| **Task Subtotal** | $ 2,100 | $ 3,960 | $ 5,400 | $ 2,640 | $ 62,500 | $ 76,600 |
| ***Task 4 60% Design Plans*** | | | | | | |
| 4.1 Improvement Plans (Plan & Profile) | 12 | 60 | 240 | 60 | | $ 55,920 |
| 4.2 Signing and Striping Plans | 2 | 6 | 20 | 8 | | $ 5,380 |
| 4.3 Preliminary Engineer's Cost Estimate | 2 | 6 | 12 | 8 | | $ 4,180 |
| **Subtotal Hours** | 16 | 72 | 272 | 76 | | |
| **Task Subtotal** | $ 3,360 | $ 12,960 | $ 40,800 | $ 8,360 | $ - | $ 65,480 |
| ***Task 5 90% PS&E*** | | | | | | |
| 5.1 Improvement Plans (Plan & Profile) | 4 | 36 | 160 | 40 | | $ 35,720 |
| 5.2 Signing and Striping Plans | 2 | 4 | 12 | 6 | | $ 3,600 |
| 5.3 Engineer's Cost Estimate | 2 | 2 | 6 | 4 | | $ 2,120 |
| 5.4 Draft Specifications | 4 | 8 | 16 | 4 | | $ 5,120 |
| **Subtotal Hours** | 12 | 50 | 194 | 54 | | |
| **Task Subtotal** | $ 2,520 | $ 9,000 | $ 29,100 | $ 5,940 | $ - | $ 46,560 |
| ***Task 6 100% Design PS&E*** | | | | | | |
| 6.1 Improvement Plans (Plan & Profile) | 2 | 24 | 80 | 20 | | $ 18,940 |
| 6.2 Signing and Striping Plans | 2 | 4 | 8 | 4 | | $ 2,780 |
| 6.3 Engineer's Cost Estimate | 2 | 1 | 4 | 2 | | $ 1,420 |
| 6.4 Draft Specifications | 2 | 4 | 6 | 4 | | $ 2,480 |
| **Subtotal Hours** | 8 | 33 | 98 | 30 | | |
| **Task Subtotal** | $ 1,680 | $ 5,940 | $ 14,700 | $ 3,300 | $ - | $ 25,620 |
| ***Taks 7 Final PS&E Submittal*** | | | | | | |
| 7.1 Final Construction Plan Set | 2 | 4 | 8 | | | $ 2,340 |
| 7.2 Final Contract Specifications | 2 | 2 | 4 | | | $ 1,380 |
| 7.3 Final Engineer's Estimate | 2 | 2 | 6 | 4 | | $ 2,120 |
| 7.4 Final Utility Notice | 2 | 2 | 6 | 8 | | $ 2,560 |
| **Subtotal Hours** | 8 | 10 | 24 | 12 | | |
| **Task Subtotal** | $ 1,680 | $ 1,800 | $ 3,600 | $ 1,320 | $ - | $ 8,400 |
| ***Taks 8 Construction Support*** | | | | | | |
| 8.1 Respond to RFIs During Construction | 2 | 2 | 10 | | | $ 2,280 |
| 8.2 Design Support and Field Meetings | 2 | 6 | 12 | | | $ 3,300 |
| **Subtotal Hours** | 4 | 8 | 22 | 0 | | |
| **Task Subtotal** | $ 840 | $ 1,440 | $ 3,300 | $ - | $ - | $ 5,580 |
| **Subtotal Fee** | $ 13,020 | $ 43,380 | $ 97,500 | $ 22,220 | $ 62,500 | **$ 238,620** |
| **Total Labor Hours** | 62 | 239 | 658 | 198 | | |
| **Total Project Fee** | | | | | | **$ 238,620** |

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C

# Fee Proposal: 3

## Washburn Road Pavement Rehabilitation Project

RKA CONSULTING GROUP

Docusign Envelope ID: B2B67E62-5E5B-405D-9201-65C75E6AD290

# FEE PROPOSAL- WASHBURN ROAD

RKA CONSULTING GROUP

## ENGINEERING DESIGN SERVICES FOR WASHBURN ROAD REHABILITATION PROJECT

| | Project Principal $210/hr | Project Manager $180/hr | Project Engineer $150/hr | Engineering Technician $110/hr | Kelsoe and Associates (Sub Consultant) | Total Fee |
|---|---|---|---|---|---|---|
| ***Task 1 Project Management*** | | | | | | |
| 1.1 Project Management | | 24 | | | | $ 4,320 |
| 1.2 Project Kickoff Meeting | 2 | 4 | | | | $ 1,140 |
| 1.3 Project Schedule Updates and Tracking | 2 | 6 | 6 | 4 | | $ 2,840 |
| 1.4 Project Coordination Meeting 60% Submittal | | 4 | 2 | | | $ 1,020 |
| 1.5 Project Coordination Meeting 90% Submittal | | 4 | 2 | | | $ 1,020 |
| 1.6 Project Coordination Meeting 100% Submittal | | 2 | 2 | | | $ 660 |
| **Subtotal Hours** | 4 | 44 | 12 | 4 | | |
| **Task Subtotal** | $ 840 | $ 7,920 | $ 1,800 | $ 440 | $ - | $ 11,000 |
| ***Task 2 Street Selection*** | | | | | | |
| 2.1 Field Assessment of Existing Pavement Conditions | 2 | 6 | 10 | 4 | | $ 3,440 |
| 2.2 Review PMS Report | 2 | 2 | 2 | | | $ 1,080 |
| **Subtotal Hours** | 4 | 8 | 12 | 4 | | |
| **Task Subtotal** | $ 840 | $ 1,440 | $ 1,800 | $ 440 | $ - | $ 4,520 |
| ***Task 3 Preliminary Design*** | | | | | | |
| 3.1 As-built Record Research | 2 | 6 | 10 | 4 | | $ 3,440 |
| 3.2 Topographic Survey | 2 | 2 | 2 | | $ 26,000.00 | $ 27,080 |
| 3.3 Geotechnical Investigation and Treatment Recommendations | 2 | 2 | 2 | | $ 9,000.00 | $ 10,080 |
| 3.4 Field Assessment of Concrete, Drainage and ADA Accessibility | 2 | 6 | 10 | 4 | | $ 3,440 |
| 3.5 Utility Asbuilt Requests, Notices and Coordination | 2 | 4 | 8 | 12 | | $ 3,660 |
| **Subtotal Hours** | 10 | 20 | 32 | 20 | | |
| **Task Subtotal** | $ 2,100 | $ 3,600 | $ 4,800 | $ 2,200 | $ 35,000 | $ 47,700 |
| ***Task 4 60% Design Plans*** | | | | | | |
| 4.1 Improvement Plans (Plan & Profile) | 16 | 80 | 254 | 70 | | $ 63,560 |
| 4.2 Signing and Striping Plans | 2 | 10 | 28 | 16 | | $ 8,180 |
| 4.3 Preliminary Engineer's Cost Estimate | 2 | 4 | 10 | 8 | | $ 3,520 |
| **Subtotal Hours** | 20 | 94 | 292 | 94 | | |
| **Task Subtotal** | $ 4,200 | $ 16,920 | $ 43,800 | $ 10,340 | $ - | $ 75,260 |
| ***Task 5 90% PS&E*** | | | | | | |
| 5.1 Improvement Plans (Plan & Profile) | 12 | 60 | 160 | 50 | | $ 42,820 |
| 5.2 Signing and Striping Plans | 2 | 6 | 14 | 10 | | $ 4,700 |
| 5.3 Engineer's Cost Estimate | 2 | 2 | 8 | 6 | | $ 2,640 |
| 5.4 Draft Specifications | 4 | 8 | 16 | 4 | | $ 5,120 |
| **Subtotal Hours** | 20 | 76 | 198 | 70 | | |
| **Task Subtotal** | $ 4,200 | $ 13,680 | $ 29,700 | $ 7,700 | $ - | $ 55,280 |
| ***Task 6 100% Design PS&E*** | | | | | | |
| 6.1 Improvement Plans (Plan & Profile) | 8 | | | 30 | | $ 24,180 |
| 6.2 Signing and Striping Plans | 2 | 4 | 8 | 6 | | $ 3,000 |
| 6.3 Engineer's Cost Estimate | 2 | 2 | 4 | 2 | | $ 1,600 |
| 6.4 Draft Specifications | 2 | 4 | 6 | 4 | | $ 2,480 |
| **Subtotal Hours** | 14 | 50 | 98 | 42 | | |
| **Task Subtotal** | $ 2,940 | $ 9,000 | $ 14,700 | $ 4,620 | $ - | $ 31,260 |
| ***Task 7 Final PS&E Submittal*** | | | | | | |
| 7.1 Final Construction Plan Set | 2 | 2 | 10 | 4 | | $ 2,720 |
| 7.2 Final Contract Specifications | 2 | 2 | 4 | | | $ 1,380 |
| 7.3 Final Engineer's Estimate | 2 | 2 | 6 | 4 | | $ 2,120 |
| 7.4 Final Utility Notice | 2 | 2 | 6 | 12 | | $ 3,000 |
| **Subtotal Hours** | 8 | 8 | 26 | 20 | | |
| **Task Subtotal** | $ 1,680 | $ 1,440 | $ 3,900 | $ 2,200 | $ - | $ 9,220 |
| ***TasK 8 Construction Support*** | | | | | | |
| 8.1 Respond to RFIs During Construction | 2 | 2 | 10 | | | $ 2,280 |
| 8.2 Design Support and Field Meetings | 2 | 6 | 12 | | | $ 3,300 |
| **Subtotal Hours** | 4 | 8 | 22 | 0 | | |
| **Task Subtotal** | $ 840 | $ 1,440 | $ 3,300 | $ - | $ - | $ 5,580 |
| **Subtotal Fee** | $ 16,800 | $ 54,000 | $ 100,500 | $ 27,940 | $ 35,000 | **$ 234,240** |
| **Total Labor Hours** | **80** | **300** | **680** | **250** | | |
| **Total Project Fee** | | | | | | **$ 234,240** |

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# D

## Fee Proposal: 4

### CIP No. 26-04 FY 2025-2026 Alley Rehabilitation Project

RKA
CONSULTING GROUP

Docusign Envelope ID: B2B67E62-5E5B-405D-9201-65C75E6AD290

# FEE PROPOSAL- ALLEY REHABILITATION

RKA CONSULTING GROUP

## ENGINEERING DESIGN SERVICES FOR
## CIP NO. 26-04 FY 2025-2026 ALLEY REHABILITATION PROJECT

| | Project Principal $210/hr | Project Manager $180/hr | Project Engineer $150/hr | Engineering Technician $110/hr | Kelsoe and Associates (Sub Consultant) | Total Fee |
|---|---|---|---|---|---|---|
| ***Task 1 Project Management*** | | | | | | |
| 1.1 Project Management | | 24 | | | | $ 4,320 |
| 1.2 Project Kickoff Meeting | 2 | 4 | | | | $ 1,140 |
| 1.3 Project Schedule Updates and Tracking | 2 | 6 | 6 | 2 | | $ 2,620 |
| 1.4 Project Coordination Meeting 60% Submittal | | 4 | 2 | | | $ 1,020 |
| 1.5 Project Coordination Meeting 90% Submittal | | 4 | 2 | | | $ 1,020 |
| 1.6 Project Coordination Meeting 100% Submittal | | 2 | 2 | | | $ 660 |
| **Subtotal Hours** | 4 | 44 | 12 | 2 | | |
| **Task Subtotal** | $ 840 | $ 7,920 | $ 1,800 | $ 220 | $ - | $ 10,780 |
| ***Task 2 Street Selection*** | | | | | | |
| 2.1 Field Assessment of Existing Pavement Conditions | 2 | 8 | 12 | 6 | | $ 4,320 |
| 2.2 Review PMS Report | 2 | 2 | 2 | | | $ 1,080 |
| **Subtotal Hours** | 4 | 10 | 14 | 6 | | |
| **Task Subtotal** | $ 840 | $ 1,800 | $ 2,100 | $ 660 | $ - | $ 5,400 |
| ***Task 3 Preliminary Design*** | | | | | | |
| 3.1 As-built Record Research | 2 | 6 | 10 | 4 | | $ 3,440 |
| 3.2 Topographic Survey* | 2 | 2 | 2 | | $ 28,000.00 | $ 29,080 |
| 3.3 Treatment Recommendations | 2 | 2 | 6 | | | $ 1,680 |
| 3.4 Field Assessment of Concrete, Drainage and ADA Accessibility | 2 | 6 | 10 | 4 | | $ 3,440 |
| 3.5 Utility Asbuilt Requests, Notices and Coordination | 2 | 4 | 8 | 12 | | $ 3,660 |
| **Subtotal Hours** | 10 | 20 | 36 | 20 | | |
| **Task Subtotal** | $ 2,100 | $ 3,600 | $ 5,400 | $ 2,200 | $ 28,000 | $ 41,300 |
| ***Task 4 60% Design Plans*** | | | | | | |
| 4.1 Improvement Plans (Plan & Profile) | 6 | 24 | 100 | 36 | | $ 24,540 |
| 4.2 Signing and Striping Plans | | | | | | $ - |
| 4.3 Preliminary Engineer's Cost Estimate | 2 | 2 | 8 | 4 | | $ 2,420 |
| **Subtotal Hours** | 8 | 26 | 108 | 40 | | |
| **Task Subtotal** | $ 1,680 | $ 4,680 | $ 16,200 | $ 4,400 | $ - | $ 26,960 |
| ***Task 5 90% PS&E*** | | | | | | |
| 5.1 Improvement Plans (Plan & Profile) | 4 | 16 | 60 | 24 | | $ 15,360 |
| 5.2 Signing and Striping Plans | | | | | | $ - |
| 5.3 Engineer's Cost Estimate | 1 | 2 | 4 | 2 | | $ 1,390 |
| 5.4 Draft Specifications | 4 | 6 | 12 | 4 | | $ 4,160 |
| **Subtotal Hours** | 9 | 24 | 76 | 30 | | |
| **Task Subtotal** | $ 1,890 | $ 4,320 | $ 11,400 | $ 3,300 | $ - | $ 20,910 |
| ***Task 6 100% Design PS&E*** | | | | | | |
| 6.1 Improvement Plans (Plan & Profile) | 2 | 10 | 30 | 10 | | $ 7,820 |
| 6.2 Signing and Striping Plans | | | | | | $ - |
| 6.3 Engineer's Cost Estimate | 1 | 1 | 4 | 2 | | $ 1,210 |
| 6.4 Draft Specifications | 2 | 4 | 6 | 4 | | $ 2,480 |
| **Subtotal Hours** | 5 | 15 | 40 | 16 | | |
| **Task Subtotal** | $ 1,050 | $ 2,700 | $ 6,000 | $ 1,760 | $ - | $ 11,510 |
| ***Task 7 Final PS&E Submittal*** | | | | | | |
| 7.1 Final Construction Plan Set | 1 | 2 | 10 | 4 | | $ 2,510 |
| 7.2 Final Contract Specifications | 1 | 2 | 4 | | | $ 1,170 |
| 7.3 Final Engineer's Estimate | 1 | 2 | 6 | 4 | | $ 1,910 |
| 7.4 Final Utility Notice | 1 | 2 | 4 | 8 | | $ 2,050 |
| **Subtotal Hours** | 4 | 8 | 24 | 16 | | |
| **Task Subtotal** | $ 840 | $ 1,440 | $ 3,600 | $ 1,760 | $ - | $ 7,640 |
| ***Task 8 Construction Support*** | | | | | | |
| 8.1 Respond to RFIs During Construction | 2 | 2 | 10 | | | $ 2,280 |
| 8.2 Design Support and Field Meetings | 2 | 6 | 12 | | | $ 3,300 |
| **Subtotal Hours** | 4 | 8 | 22 | 0 | | |
| **Task Subtotal** | $ 840 | $ 1,440 | $ 3,300 | $ - | $ - | $ 5,580 |
| **Subtotal Fee** | $ 9,240 | $ 26,460 | $ 46,500 | $ 14,300 | $ 28,000 | **$ 124,500** |
| **Total Labor Hours** | 44 | 145 | 318 | 124 | | |
| **Total Project Fee** | | | | | | **$ 124,500** |

*Survey includes multiple alley locations up to 4,600 LF of street centerline

Item No. 9.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **JAMES MCQUEEN, DIRECTOR OF HUMAN RESOURCES** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY FIREMEN'S ASSOCIATION** |

## EXECUTIVE SUMMARY

The City Council will consider approving a Memorandum of Understanding (MOU) between the City of Downey and the Downey Firemen's Association as a successor to the prior agreement, which expired on December 31, 2025.

## RECOMMENDATION

That the City Council:

> Adopt Resolution No. 26-8330, approving the Memorandum of Understanding (MOU) between the City of Downey and the Downey Firemen's Association (DFA) - (January 1, 2026 – December 31, 2029).

## BACKGROUND

At its meeting on September 9, 2025, the City Council authorized James McQueen, Director of Human Resources, as the City's representative to begin labor negotiations with the Downey Firemen's Association (DFA) for a successor Memorandum of Understanding (MOU). The MOU expired on December 31, 2025. After a series of meetings with the association, the process was concluded on November 6, 2025.

## ANALYSIS

An agreement has been reached between the City and the DFA on a successor Memorandum of Understanding (MOU) for the term of January 1, 2026, to December 31, 2029. DFA represents the sworn classifications of Fire Captain, Fire Engineer, and Firefighter. The MOU includes the following provisions with economic impact:

- Salary increases for the classification of Firefighter are as follows: 4.5% pay increase effective January 1, 2026; 4.29% pay increase effective January 1, 2027; 4.29% pay increase effective January 1, 2028; and a 4.29% pay increase effective January 1, 2029.
- Salary increases for the classifications of Fire Engineer and Fire Captain are as follows: 5.84% pay increase effective January 1, 2026; 5.56% pay increase effective January 1, 2027; 5.56% pay increase effective January 1, 2028; and a 5.56% pay increase effective January 1, 2029.
- The addition of a 5.5% special assignment pay for fire personnel deployed on emergency incidents through the California Fire Assistance Agreement.
- Effective January 1, 2028, a reduction of the currently provided maximum City medical insurance contribution to the Peace Officers Research Association of California (PORAC) premium rate.

In addition to economic items, other revised or added contract language changes are included based on the need to clarify or update provisions in accordance with practice or law, as follows:

- Language adjustments to include side letter language updates and remove historical information.
- Removal of the prior cap on the number of Arson Investigators per shift.
- Updates to sick leave language to comply with new enacted laws.
- Update tuition reimbursement language to allow coverage of coursework required for the completion of the California State Fire Training Certifications.

Additionally, the MOU includes a re-opener provision for discussions during the term of the MOU to discuss labor cost-saving measures, if needed.

The negotiated provisions have been ratified by the Association membership. This Memorandum of Understanding is a product of a labor negotiation process involving the DFA and City management representatives and was completed in accordance with State law and the City's Employer-Employee Relations Ordinance and personnel rules and regulations.

**CITY COUNCIL PRIORITIES**

Fiscal Responsibility

**FISCAL IMPACT**

The agreement represents increased personnel costs in the approximate amounts of $915,480 in Contract Year 1, $927,659 in Contract Year 2, $974,812 in Contract Year 3, and $1,024,390 in Contract Year 4.

**Attachments**

Resolution No. 8330 - DFA MOU.pdf
Final DFA MOU 2026-2029_Ex A.pdf

**RESOLUTION NO. 26-8330**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY FIREMEN'S ASSOCIATION (JANUARY 1, 2026 – DECEMBER 31, 2029)**

**WHEREAS,** the City of Downey, hereinafter referred to as "City," and the Downey Firemen's Association, hereinafter referred to as "DFA," have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and Employee Relations Ordinance 1118; and

**WHEREAS,** as a result, the City and the DFA have reached an agreement as memorialized in a written Memorandum of Understanding covering the period of January 1, 2026 through December 31, 2029.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1**. The Memorandum of Understanding between the City and the DFA, attached hereto as Exhibit A, is hereby approved in substantially the form thereof together with any additions thereto or changes therein deemed necessary or advisable by the City Manager.

**SECTION 2.** The Director of Human Resources is authorized to sign the Memorandum of Understanding.

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution.

**APPROVED AND ADOPTED** this 27th day of January, 2026.

CLAUDIA FROMETA, Mayor

**ATTEST:**

MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

JOHN M. FUNK
City Attorney

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 27th day of January, 2026, by the following vote, to wit:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**EXHIBIT A**

# MEMORANDUM OF UNDERSTANDING BETWEEN

# THE CITY OF DOWNEY

# AND

# THE DOWNEY FIREMEN'S ASSOCIATION
**IAFF Local 3473**

**January 1, 2026 – December 31, 2029**

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**MEMORANDUM OF UNDERSTANDING BETWEEN**
**THE CITY OF DOWNEY AND**
**THE DOWNEY FIREMEN'S ASSOCIATION (IAFF Local 3473)**

## ARTICLE I

## RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance No. 394 and the Supplemental Employee Relations Rules and Regulations of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey Firemen's Association/IAFF Local 3473 (hereinafter called the "Association") as majority representative of sworn fire department personnel including the classifications of Firefighter, Fire Engineer, Fire Captain, and excluding all management employees of the Fire Department. The City has recognized the Association for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 et seq., and the Employee Relations Ordinance of the City when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

## ARTICLE II

## NON-DISCRIMINATION

**Section 1.** The parties mutually recognize and agree to protect the rights of all employees to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Resolution and Government Code Sections 3500 through 3511.

**Section 2.** The Association and the City agree that they shall not discriminate against any employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The City and the Association shall reopen any provision of this Memorandum of Understanding for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Memorandum of Understanding in compliance with State or Federal anti-discrimination laws. The City and Association also agree to comply with applicable Federal and State laws and regulations regarding the employment of the disabled.

## ARTICLE III

## BASIC COMPENSATION PLAN

**Section 1. Salary Increases.**

All employees covered by this Memorandum of Understanding shall receive the following across the board pay increases in accordance with the Pay Schedule referenced in Exhibit A:

**A. Salary Increases**

1. Effective the start of the pay period that includes January 1, 2026, a 4.5% pay range increase for the Firefighter classification and a 5.84% pay range increase for the Fire Engineer and Fire Captain classifications.
2. Effective the start of the pay period that includes January 1, 2027, a 4.29% pay range increase for the Firefighter classification and a 5.56% pay range increase for the Fire Engineer and Fire Captain classifications.
3. Effective the start of the pay period that includes January 1, 2028, a 4.29% pay range increase for the Firefighter classification and a 5.56% pay range increase for the Fire Engineer and Fire Captain classifications.
4. Effective the start of the pay period that includes January 1, 2029, 4.29% pay range increase for the Firefighter classification and a 5.56% pay range increase for the Fire Engineer and Fire Captain classifications.

**Section 2. Plan of Salary Schedules.**

**A. Description of Schedules.** The pay plan consists of a set of monthly salary schedules. Each of such schedules is designated by a schedule number. Each step shall be a five and one-half percent (5.5%) increment. Each schedule consists of five (5) steps of monthly compensation, each of which is designated by step letter.

**B. Hourly Equivalent Calculation.** For payroll purposes, the hourly equivalent of a monthly rate shall be computed by multiplying fifty-six (56) hours per week by fifty-two (52) weeks in a year which results in an annual figure of two thousand nine hundred twelve (2,912) hours. The monthly rate shall be multiplied by twelve (12) and divided by two thousand nine hundred twelve (2,912) to arrive at an hourly rate. For purposes of calculating the hourly rate for personnel assigned to a forty (40) hour work week, the hourly rate shall be computed by multiplying forty (40) hours per week by fifty-two (52) weeks in a year which results in an annual figure of two thousand eighty (2,080) hours. The monthly rate shall be multiplied by twelve (12) and divided by two thousand eighty (2,080) to arrive at an hourly rate.

**Section 3. Eligibility for Merit Salary Advancement.**

**A. Eligibility for Salary Step Increase.**

1. Salary step increases shall be considered on a merit basis only, and then only at the following times, and in accordance with B below.

2. All full-time appointments, temporary and permanent, shall be made at the first step of the salary schedule assigned to that class, unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule. In the event of a promotion where the starting salary schedule is below that of the employee's present salary classification, the employee shall receive a minimum of five and one-half percent (5.5%) salary increase or to the next full salary step.

3. No salary advancements shall be made to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.

**B. Qualification for Salary Step Advancement.**

1. Advancement shall not be automatic but shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of their supervisor, length of service, performance record, special training undertaken, and other objective evidence.

2. Only employees rated as meeting the standards of fully effective work performance shall be qualified to advance to the salary steps B, C, D and E.

**C. Merit Evaluation.**

1. Every employee shall receive an objective, written job performance rating, no sooner than three (3) weeks before, and no later than five (5) working days before the date of eligibility for each salary step or hourly increase, and annually thereafter, and upon a change of employment status. Nothing in this Section shall prohibit the department head, or an authorized supervisor, from giving an additional objective rating to an employee between those periods of time described in this Section.

2. It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by their immediate supervisor and that rating shall be reviewed by the division head as well as the department head.

**Section 4. Salary Schedule Step Reduction.** Whenever an employee's work performance falls below the level for which a step increase was granted, an employee's authorized pay may be reduced to the employee's previous step rate under written procedures established by the City for demotions and reductions in pay. This Section shall not apply to employees on disability leave, sick leave or any other approved leave of absence.

**Section 5. Special Pay and Assignment.**

**A. Longevity Pay.** As early as at least July 1, 2011, regular employees who have completed ten (10) and twenty (20) years of service with the City of Downey have and shall continue to receive longevity pay calculated at a percentage of the base hourly rate of pay as follows:

| **Service** | **Compensation Adjustment** |
|---|---|
| 10 years | 5.5000% |
| 20 years | 8.4020% |

Effective February 13, 2017, the completed service levels of five (5) years and twenty-five (25) years shall be added as follows:

| **Service** | **Compensation Adjustment** |
|---|---|
| 5 years | 2.7500% |
| 25 years | 13.0000% |

Eligible employees shall only receive one of the above-referenced Longevity Pay adjustments at any one time.

**B. Uniform Allowance.**

**1.** The City shall provide two sets of station uniforms (pants and shirt) every year and one Class A uniform to all sworn personnel. The City may replace uniform items due to damage at the discretion of the Fire Chief or their designee. Upon promotional placement, the City will provide employee with additional uniform accessory items as authorized by the Fire Chief. The parties agree that effective July 1, 2011, the average annual cost incurred by the City for the purchase and/or rental, and maintenance of employee uniforms will be reported as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The amount reportable for the purchase and/or rental and maintenance of uniforms is $418.27 per employee. This amount is based on the average annual cost paid for by the City for each employee over the previous three fiscal years (FY 2014-2015, FY 2015-2016, and FY 2016-2017). The annual amount shall be reported at the rate of $16.09 per bi-weekly pay period.

**2.** Sworn fire personnel will receive one hundred and seventy-five dollars ($175.00) per year for the purchase of uniform accessories, physical fitness attire, and night wear clothing, as defined by the Department's administrative procedure covering uniforms. The Fire Chief will establish a list of accepted uniforms for all activities.

**3.** All sworn fire personnel shall receive fifteen dollars ($15.00) per month for uniform and accessory maintenance, as defined by the Fire Chief.

**4.** Sworn fire personnel assigned to the Fire Prevention Bureau shall be paid two hundred dollars ($200.00) per year for uniform purchases and twenty dollars ($20.00) per month for uniform and accessory maintenance, in lieu of 2 and 3 above.

**5.** In addition to the reportable amount in Section B.1 above, in December 2014, the parties agreed that a change in the payment method for uniform allowance from yearly to bi-weekly was necessary to comply with CalPERS regulations for reporting purposes; therefore, effective the pay period that began December 22, 2014, the annual uniform allowance total of three hundred fifty-five dollars ($355.00) (total of Sections B.2 and B.3 above) converted to thirteen dollars and sixty-five cents ($13.65) bi-weekly and will be included in the employee's regular bi-weekly payroll. For an employee assigned to the Fire Prevention Bureau in accordance with 4 above, the yearly amount converts to sixteen dollars and ninety-two cents ($16.92) bi-weekly.

**6.** Uniform allowance will be included in the employee's regular bi-weekly payroll paid via direct deposit. The parties understand that uniform allowance, as provided in Sections B.1 and B.5 above, for employees who are "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA") Government Code Section 7522 et. seq.) is not reportable to CalPERS as compensation.

**7.** Each member shall provide their own linens (sheets, pillowcases and bath towels) for their personal use at the City's Fire Stations. The City will continue to

provide each Fire Station with dish towels. Linens and towels shall be maintained in a clean and sanitary condition.

**C. Out-of-Rank Pay.** Any employee covered by this Memorandum of Understanding, who is assigned out of classification to responsibilities and duties of a position or rank above that which they normally hold for a minimum of one (1) hour, shall be paid at the next full step above the employee's normal rate; and at no time less than bottom step of the position or rank for which they are acting.

**D. Paramedic Pay.**

1. An employee assigned as a Paramedic shall receive seventeen percent (17%) as additional compensation upon paramedic certification and licensing.

2. It is the responsibility of the employee to maintain a valid paramedic license under this provision to qualify for this pay. Should an employee receiving Paramedic Pay no longer maintain a valid qualifying license, they must immediately contact the shift Battalion Chief to provide such notification.

3. The City will pay the cost of recertification with the State and Los Angeles County accreditation for all employees regardless of whether they are currently functioning as a Paramedic. For those employees who are not actively functioning as a Paramedic, the cost does not include continuing education or any related overtime.

**E. Fire Prevention Bureau Assignment.** Firefighters and Fire Engineers who are assigned to the Fire Prevention Bureau shall have their base salary increased by eleven percent (11%) for as long as they are so assigned. Firefighters/Paramedics who are assigned to the Fire Prevention Bureau shall receive either eleven percent (11%) or their existing Paramedic Bonus, whichever is greater, if they are so assigned.

**F. Shift Training Officers.** The Fire Chief shall have the authority and discretion to designate and/or remove any Fire Captain as a Shift Training Officer. Up to three (3) Fire Captains may be designated as a Shift Training Officer. In no event shall Shift Training Officers work the same shift. The Fire Chief will also have the authority to establish job requirements and duties for the assignment of Shift Training Officer. Fire Captains designated and assigned as Shift Training Officers shall receive five and one-half percent (5.5%) as additional compensation above their regular rate of pay while being assigned as Shift Training Officers. Removal from the assignment of Shift Training Officer shall not be considered disciplinary action. The Shift Training Officer is a three (3) year commitment. The Shift Training Officers are required at all times for the success of the department. Any new vacant Shift Training Officer position shall have an open selection process. The Fire Chief shall have the authority to modify the term of this assignment based on operational needs.

**G. Emergency Medical Services (EMS) Coordinator.** The Fire Chief shall have the authority and discretion to designate and/or remove any Fire Captain as an EMS Coordinator. The Fire Chief may designate only one (1) Fire Captain. The Chief will also have the authority to establish job requirements and duties for the assignment of EMS Coordinator. A Fire Captain designated and assigned as the EMS Coordinator shall receive five and one-half (5.5%) as additional compensation above their regular rate of pay while being assigned as the EMS Coordinator. Removal from the assignment of EMS Coordinator shall not be considered disciplinary action. An EMS Coordinator is required at all times for the success of the

department.

**H. Deputy Fire Marshal/Hazardous Materials Supervisor.** The Fire Chief shall have the authority and discretion to designate and/or remove any employee of the Fire Prevention Bureau as the Hazardous Materials Supervisor. Only one employee may be so designated. The Chief will also have the authority to establish the job requirements and duties for the assignment of Hazardous Materials Supervisor. An employee designated and assigned as the Hazardous Materials Supervisor shall receive five and one-half percent (5.5%) as additional compensation above their regular rate of pay while being assigned as the Hazardous Materials Supervisor. Removal from the assignment of Hazardous Materials Supervisor shall not be considered disciplinary action.

**I. Arson Investigator.** The Fire Chief may in their discretion designate any employee to serve as an Arson Investigator. A minimum of one employee per shift will be so designated up to established budget authority. The Chief will also have the authority to establish the job requirements and duties for this assignment. An employee designated and assigned as Arson Investigator shall receive five and one-half percent (5.5%) as additional compensation above the base hourly rate of pay while so assigned. Employees designated as Arson Investigator shall serve at the discretion of the Chief and removal from the assignment shall not be considered disciplinary action. Any new vacant Shift Arson Investigator position shall have an open selection process. The Fire Chief shall have the authority to modify the term of this assignment based on operational needs.

**J. Equipment Coordinator.** The Fire Chief shall have the authority and discretion to designate and/or remove any employee covered by this Memorandum of Understanding as the Equipment Coordinator. Only one employee may be so designated. The Chief will also have the authority to establish job requirements and duties for the assignment of Equipment Coordinator. The employee designated and assigned the Equipment Coordinator shall receive five and one-half percent (5.5%) as additional compensation above their regular rate of pay while being assigned as the Equipment Coordinator. Removal from the assignment of Equipment Coordinator shall not be considered disciplinary action. The Equipment Coordinator is a three (3) year commitment. An Equipment Coordinator is required at all times for the success of the department.

**K. Training Coordinator.** The Fire Chief shall have the authority and discretion to designate and/or remove any Fire Captain as a 40-Hour Training Coordinator. The Fire Chief may designate only one (1) Fire Captain as a 40-Hour Training Coordinator. The Chief will also have the authority to establish job requirements and duties for the assignment of the 40-Hour Training Coordinator. A Fire Captain designated and assigned as the 40-Hour Training Coordinator shall receive five and one-half percent (5.5%) as additional compensation above their regular rate of pay while being assigned as the Training Coordinator. Removal from the assignment of Training Coordinator shall not be considered disciplinary action. The 40 Hour Training Coordinator is a three (3) year commitment. The 40 Hour Training Coordinator is required at all times for the success of the Department.

**L. Technical Development Incentive Pay.** To acknowledge and recognize the individual efforts of employees as they seek to improve their performance, these incentives are available to those employees covered by this Memorandum of Understanding who have successfully passed their probationary period and meet the following criteria:

1. **Technical Development Pay Level One**. Effective the start of the pay period that includes January 1, 2015, an employee covered by this Memorandum of

Understanding who (1) has an Associate's degree from an accredited college or university with course work related to the fire service OR (2) has completed the California State Fire Officer Certification curriculum and received the certificate AND has completed fifteen (15) units of fire technology, fire science, fire administration, or fire engineering courses as defined in the course catalogue of an accredited college or university, shall receive five percent (5%) as additional compensation above their regular rate of pay.

2. **Technical Development Pay Level Two**. Effective the start of the pay period that includes January 1, 2015, an employee covered by this Memorandum of Understanding who (1) has a Bachelor's degree from an accredited college or university with course work relative to the fire service OR (2) completed the requirements of Pay Level One AND completed fifteen (15) units of fire technology, fire science, fire administration, or fire engineering courses as defined in the course catalogue of an accredited college or university AND completed the California State Chief Officer Certification curriculum, shall receive eight and one-half percent (8.5%) as additional compensation above their regular rate of pay.

3. **Additional Requirements and/or Substitutions.**

   **a.** General education units may be substituted two for one for the equivalent of one fire technology course in Pay Level One and Two.

   **b.** Fire Officer and Chief Officer courses may not be used for units in Pay Levels One and Two.

   **c.** An employee must complete one college or certificate course each year to remain eligible for this Pay (One or Two). It is the responsibility of the employee to maintain this requirement.

   **d.** Twenty (20) years of service to the City may be substituted for four (4) technology courses.

   **e.** Employees are eligible to receive Level One or Two, but not simultaneously.

**M. Bilingual Pay.** Effective February 13, 2017, employees required to speak or translate Spanish, or other language designated by the City Manager, as part of their regular duties will be compensated seventy dollars ($70.00) per bi-weekly pay period in addition to their regular salary. The Fire Chief has the authority and discretion to assign and/or remove this bonus up to budget authority. To be eligible for this assignment, the employee must pass a conversational examination administered by a certified interpreter, or an employee who has been certified by the Fire Chief to administer such examination.

**N. Emergency Medical Technician (EMT) Certificate Pay.** Employees covered by this Memorandum of Understanding shall receive additional compensation of five percent (5.0%) above their regular rate of pay for a valid EMT certificate. To be eligible for this pay, employees must maintain their certificate as required. Employees shall notify their supervisor should their certificate lapse, become suspended, revoked, or restricted for any reason.

**O. California Fire Assistance Agreement Deployment Pay.** Employees covered by this Memorandum of Understanding shall receive additional compensation of five and one-half

percent (5.5%) above their regular rate of pay while deployed on emergency incidents through the California Fire Assistance Agreement. This pay shall be contingent upon reimbursement in accordance with this agreement and shall be discontinued in the event it is determined not to be reimbursable.

**P. Calculating the Value of Reportable Special Compensation (Spec Comp) to CalPERS.** Beginning or earlier than July 1, 2011, the value of the following special compensation items have been calculated using a compounding method that calculates them in the following order: (1) Longevity Pay (10 & 20 years); (2) Emergency Medical Technician (EMT) Pay; (3) Technical Development Pay; (4) Paramedic Pay; (5) Special Assignment [a. Shift Training Officer Pay; b. Fire Prevention Bureau Assignment Pay; c. Emergency Medical Services (EMS) Coordinator Pay; and d. Equipment Supervisor Pay]. Any other special compensation items are not included in the compounding calculation.

If the employee receives one or more of the special compensation items subject to compounding referenced above, the one that is highest in the order above is calculated first, as the applicable percent of the base hourly rate of pay. For each additional special compensation item on the list above, the value shall be determined by multiplying the next one received in the above order as a percentage of the base hourly rate of pay plus the value of the special compensation items already calculated under this method.

For purposes of calculating the value of special compensation for those items that are reportable to CalPERS using the compensation method, an example of a two week pay period (112 hours) is as follows:

| | | |
|---|---|---|
| Employee Base Hourly Rate $36.1327 | Reportable Earnings @112 Hours | $4,046.86 |
| 1. Longevity Pay (8.4020%) | Reportable Spec Comp Earnings | $340.02 |
| 2. EMT Pay (5.00%) | Reportable Spec Comp Earnings | $219.34 |
| 3. BA Tech Dev Pay (8.50%) | Reportable Spec Comp Earnings | $391.53 |
| 4. Shift Training Officer Pay (5.5%) | Reportable Spec Comp Earnings | $274.88 |

## ARTICLE IV

## WORK SCHEDULE

**Section 1. Hours of Work – Suppression Personnel.** Suppression personnel covered by this Memorandum of Understanding shall work an average of fifty-six (56) hours per work week under a three (3) platoon twenty-four (24) hour shift basis. Meal periods will be considered time worked pursuant to the Fair Labor Standards Act (FLSA).

**A. "48/96 Schedule."** Fire suppression personnel shall continue to work the schedule known as the "48/96 Schedule." The "48/96 Schedule" consists of two (2) twenty-four (24) hour consecutive days of scheduled work followed by ninety-six (96) hours of consecutive time off duty. The parties agree to a twenty-four (24) day FLSA work period that is subject to the partial overtime pay exemption set forth in Section 7(k) of the FLSA. Components of this work schedule are as follows:

1. There is no change to overtime pay practices as described in Article VI of this Memorandum of Understanding.

2. The daily work activity schedule for the "48/96 Schedule" shall be included in Fire Department Administrative Policy, Volume 1 – Rules, Regulations and Responsibilities, Chapter 8, Section 1, which is hereby incorporated by reference. The policy shall provide that the start and end times of the daily work activity schedule, the list of assigned duties, their allocated times and the order of performance of said duties may be changed only pursuant to the meet and confer process.

**B.** Sick leave and vacation usage will be on an hour-for-hour basis, irrespective of what work schedule is employed.

**Section 2. Hours of Work – Fire Prevention Bureau and Administrative Sworn Personnel.** Fire Prevention Bureau and administrative personnel shall work a forty (40) hour work week under a 4/10 weekly work schedule that consists of four (4) consecutive workdays of ten (10) working hours each excluding the meal period, followed by three (3) consecutive days off. At the Fire Chief's discretion an employee who so requests may be permitted to work either a 5/40 work schedule or a 9/80 work schedule.

**A. "5/40 Schedule."** The 5/40 weekly schedule consists of five (5) consecutive workdays of eight (8) working hours each not including the meal period, followed by two (2) consecutive days off. The FLSA work period for employees under this schedule begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday.

**B. "9/80 Schedule."** The 9/80 weekly schedule consists of alternating weekly schedules, one of which consists of four (4) consecutive work days of nine (9) working hours each not including the meal period, followed by three (3) consecutive days off, and the other of which consists of five (5) consecutive work days of which four days consist of nine (9) working hours each not including the meal period and one consists of eight (8) working hours each not including the meal period, followed by two (2) consecutive days off. The FLSA work period for this work schedule is seven (7) days and shall begin four (4) hours into the eight (8) hour scheduled workday.

**C.** The Fire Chief reserves the right to alter the shift assignment for Fire Prevention Bureau and sworn administrative personnel to provide adequate coverage.

**D.** Sick leave and vacation usage will be on an hour-for-hour basis, regardless of schedule worked.

## ARTICLE V

## MINIMUM MANNING

**Section 1.** Minimum fire suppression platoon strength shall be as specified in this Section. It is the intent of the City to maintain current levels of sworn personnel and current minimum manning standards throughout the term of this Memorandum of Understanding. Before any change in minimum Fire Suppression Platoon strength is made by the City, the City shall meet and confer in good faith with the Fire Association regarding such change or changes.

The following is the minimum fire suppression platoon strength in effect prior to the implementation of the Paramedic Engine service delivery model as directed by the Fire Chief:

| | |
|---|---|
| 4 Engine Companies with: | 1 Captain or qualified relief<br>1 Engineer or qualified relief<br>1 Firefighter |
| 1 Truck Company with: | 1 Captain or qualified relief<br>1 Engineer or qualified relief<br>2 Firefighters |
| 2 Squads: | 2 Licensed Firefighter/Paramedics |

The minimum Fire Suppression Platoon strength for the Paramedic Engine service delivery model is the following:

| | |
|---|---|
| 4 Engine Companies with: | 1 Captain or qualified relief<br>1 Engineer or qualified relief<br>2 Licensed Firefighter/Paramedics |
| 1 Truck Company with: | 1 Captain or qualified relief<br>1 Engineer or qualified relief<br>2 Firefighters |

The two Firefighters staffed on the Truck Company shall not be separated from the Truck Company for non-emergency assignments unless the Battalion Chief determines an emergency operational need exists.

**Section 2. Filling of Temporary Positions.**

**A.** When an employee has filed for retirement benefits through proper channels and has officially been placed on "Injury On Duty" ("IOD"), said position shall be filled from the appropriate eligibility list on a temporary basis.

**B.** Promotions from temporary to permanent status shall not occur after the expiration date of such eligibility list. (An exception is specified in Section 3 below.)

**C.** Anniversary dates shall be computed for merit increases from the temporary appointment date.

**D.** Promotional examination dates shall be as follows:

A Fire Engineer examination and certification of an eligibility list will be completed by March 31st of each even numbered year. Such eligibility list shall expire on the administration date of the next scheduled promotional written exam.

A Fire Captain examination and certification of an eligibility list will be completed by March 31st of each odd numbered year. Such eligibility list shall expire on the administration date of the next scheduled promotional written exam.

**E.** An interim eligibility list for Fire Engineer or Fire Captain may, at the discretion of Fire Chief, be established if the current eligibility list(s) is exhausted prior to June 1st of the year preceding the regularly scheduled exam.

**F.** When an interim examination occurs pursuant to E above, the following conditions

will be followed:

1. The regularly scheduled exam for that classification will be held by March of the appropriate year pursuant to D above.

2. Three (3) months notification will be given prior to the written exam date. Notification will follow the same format as a regularly scheduled exam.

3. The exam will have the same components as the most recent examination given for that classification (e.g. for Fire Engineer exam the components would be: Written, Driving & Pumping Exercise, and Technical Interview).

4. The interim eligibility list will expire upon certification of the eligible list created from the regularly scheduled exam. Remaining candidates from the interim list must take and successfully complete the regularly scheduled exam to be eligible for promotion. Lists will not be merged.

**Section 3. Promotion from Temporary Fire Engineer to Fire Engineer.** Notwithstanding the provisions of Part VIII, Article III of the Personnel Management Rules and Regulations to the contrary, this provision shall govern the certification and promotion of individuals who have been appointed by the Fire Chief from a certified eligibility list to the position of Temporary Fire Engineer on a long-term basis; other than for the purpose of temporarily replacing an employee off duty due to disability, shall be eligible to fill the next regular Fire Engineer vacancy without obligation to retest for certification to the subsequent eligibility list. Actual appointment from Temporary Fire Engineer to Fire Engineer shall be made at the discretion of the Fire Chief.

**Section 4. Promotion from Temporary Fire Captain to Fire Captain.** Notwithstanding the provision of Part VIII, Article III of the Personnel Management Rules and Regulations to the contrary, this provision shall govern the certification and promotion of individuals who have been appointed by the Fire Chief from a certified eligibility list to the position of Temporary Fire Captain on a long-term basis; other than for the purpose of temporarily replacing an employee off duty due to disability, shall be eligible to fill the next regular Fire Captain vacancy without obligation to retest for certification to the subsequent eligibility list. Actual appointment from Temporary Fire Captain to Fire Captain shall be made at the discretion of the Fire Chief.

## ARTICLE VI

## OVERTIME PROVISIONS

**Section 1. Compensation for Overtime.** All authorized overtime for employees shall be paid at time and one-half (1.5) the regular rate of pay for such employees. All non-statutory overtime shall be paid at one and one-half times the regular rate of pay, as defined in the FLSA, except that cash received by employees who opt out of health insurance shall not be included in those calculations. Overtime shall be paid on all hours worked outside of an employee's regularly assigned work schedule. Hours worked in shift trades shall be excluded as hours worked.

**Section 2.** It is the policy of the City that overtime work is to be discouraged. However, in cases of emergency or whenever public interest or necessity requires, any department or division head may require any employee in such department or division to perform overtime

work. The projects and types of work for which overtime may be authorized shall be approved in advance by the City Manager; except in the event of emergency or to maintain minimum manning, overtime may be authorized by the Fire Chief or their designee.

**Section 3. Call-Back Overtime.**

**A.** Employees covered by this Memorandum of Understanding who are called in to perform work at times other than those normally required for the employee's schedule shall receive and be paid for a minimum of four (4) hours at the overtime rate of time and one-half (1.5) the employee's regular rate of pay. Hours worked in excess of the four (4) hour guarantee shall be counted toward the computation of overtime pay. Employees shall be entitled to call-in pay in the event the employee is required to report back to work after completing their normal work shift, left the City premises and/or on their day off.

**B.** Employees who are "held over" or called in less than four (4) hours before the start of a regular shift shall not be eligible for the call-back minimum but shall be paid for hours actually worked.

**Section 4. Administration.** Overtime work shall be distributed as equitably as practicable over the term of this Memorandum of Understanding among those employees in the same classification.

**Section 5. Training.** City designated job training on employee's time off or on employee's work time shall be compensated in accordance with FLSA. No overtime shall be paid where safety personnel are designated to participate in training which requires the employee to remain overnight, and the City pays per diem expenses in accordance with departmental policy.

**Section 6. Compensatory Time Off.**

**A.** Compensatory time may be granted to employees in lieu of overtime pay in accordance with Fire Department Administrative Policy, Volume 1, Chapter 3, Section 5, which is hereby incorporated by reference. An employee wishing to take compensatory time off must obtain the prior approval of their supervisor. When a supervisor requests that an employee take compensatory time off, employee needs must be considered and reasonable notice given by the supervisor to the employee. The need for calling in personnel for minimum manning shall not alone justify disapproval of the employee's compensatory time off.

**B.** Employees may cash out earned compensatory hours by giving sufficient notice to the Fire Chief and the Finance Department. The maximum amount that a forty (40) hour per week employee may accumulate is three hundred (300) hours. Pursuant to FLSA, the maximum amount that a fifty-six (56) hour employee may accumulate is four hundred eighty (480) hours.

## ARTICLE VII

## HOLIDAYS

**Section 1.** In lieu of receiving holidays off, each fifty-six (56) hour employee covered by this Memorandum of Understanding shall receive one hundred forty-four (144) hours off with pay each year that shall be scheduled in accordance with Fire Department Administrative Policy, Volume 1, Chapter 3, Section 9 herein incorporated by reference. Holiday hours may be

accumulated. As an option to using their holiday time, employees may cash in their holiday time by giving sufficient notice to the Fire Chief and the Finance Department.

**Section 2.** Employees assigned to a forty (40) hour schedule will receive twelve (12) holidays per year. For each holiday, the employee will receive eight (8) hours of holiday pay if the holiday falls on the employee's scheduled workday and eight (8) hours of compensatory time if the holiday falls on a day the employee is not scheduled to work. Actual holidays will be those days on which City Hall is closed in recognition of the holiday.

## ARTICLE VIII

## VACATION

**Section 1.** Employees covered by this Memorandum of Understanding shall accrue vacation hours on a monthly basis as follows:

| Years of Service | 56-hour employee | 40-hour employee |
|---|---|---|
| 0 – 3 | 10 hours | 6.7 hours |
| 4 – 5 | 12 hours | 8.0 hours |
| 6 – 10 | 15 hours | 10.0 hours |
| 11 – 15 | 17 hours | 11.3 hours |
| 16 - 20 | 20 hours | 13.4 hours |

**Section 2.** Vacation shall be taken as per Fire Department Administrative Policy Volume 1, Chapter 3, Section 10, herein incorporated by reference. All eligible employees, however, shall be allowed to accumulate two (2) years allowance of vacation. If an employee's vacation request is denied by the supervisor because of manpower shortages or operational needs, the employee shall be permitted to accumulate vacation in excess of two (2) years. Such excess must be scheduled to be taken off within ninety (90) days at a time mutually agreeable to both the supervisor and the employee, or be paid to the employee at the rate in effect at the time the employee would have taken their requested vacation. If possible, the supervisor shall accommodate the employee's desires as to the taking of vacation. If the employee does not take the excess time off within the ninety (90) days, the employee will not accrue additional vacation time until the accumulation drops below the two (2) year cap.

**Section 3. Maximum Accrual.** An employee who has a balance of accumulated vacation that exceeds the Maximum Accrual shall not be entitled to accrue additional vacation until the employee's vacation balance falls below by at least their monthly annual accrual rate, but by no greater than the Maximum Accrual.

**Section 4.** When an employee, who has become entitled to receive vacation under this Article, separates from City service either by retirement, layoff, or termination, the employee shall be entitled to be paid for unused earned vacation at the rate of pay in effect at the time of separation.

## ARTICLE IX

## LEAVE OF ABSENCE

**Section 1. Leave of Absence Without Pay.** The City Manager may grant a permanent employee a leave of absence for a specific purpose without pay for a period not to exceed up to one (1) year. The City Council may grant a permanent employee a leave of absence for a specific purpose with pay not to exceed one (1) year. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Office of the City. Upon expiration of a regularly approved leave, the department shall reinstate the employee in the position held at the time leave was granted. The employee shall report promptly upon the expiration of any leave granted. Failure to report within a twenty-four (24) hour period after expiration of leave shall be considered a voluntary resignation. The employee may elect to pay medical, dental, and employee assistance program (EAP) premiums directly to the City to maintain those benefits during an approved leave of absence without pay.

**Section 2. Written Notice of Return.** An employee on leave of absence must give the City at least seven (7) days written notice of the employee's intent to return to work.

**Section 3. Outside Employment.** An employee who engages in outside employment during said leave of absence shall be subject to termination. Any employee who falsifies a reason for the request of said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

## ARTICLE X

## OTHER LEAVES OF ABSENCE

**Section 1. Sick Leave.**

**A. Sick Leave Accrual.** As soon as practicable, sick leave shall be accrued bi-weekly based on the following monthly rates:

56-hour per week personnel – twelve (12) hours accrual each month
40-hour per week personnel - eight (8) hours accrual each month

**B.** Sick leave shall accrue without any limit on the number of hours an employee is permitted to accumulate. When an employee is transferred from a fifty-six (56) hour work week to a forty (40) hour work week, all sick leave accrued shall be reduced by one-third (.333); when an employee is transferred from a forty (40) hour work week to a fifty-six (56) hour work week, all sick leave accrued shall be increased by one-half (.50).

**Section 2. Use of Protected Sick Leave.** Effective the start of the pay period which includes July 1, 2015, the first five (5) shifts or hours equivalent [e.g. fifty (50) hours for employees assigned to a 4/10 work schedule or one hundred twenty (120) hours for an employee on the 48/96 work schedule] of paid sick leave taken each twelve (12) month period, for any authorized purpose, will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code Sections 245-249). The twelve (12) month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the twelve (12) month period is the twelve (12)

month period beginning on the employee's hire date, until the following July 1 at which point the employee's twelve (12) month period will begin the start of the pay period which includes July 1 to the pay period that includes June 30.

**A.** Employees can use sick leave for themselves for preventive care (such as flu shots or physical exams) or care of a health condition;

**B.** Employees can use sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's child, parent, spouse or registered domestic partner, sibling, parents-in-law, grandparent, grandchild, or designated person. For purposes of this policy, a "designated person" means a person identified by the employee at the time the employee requests sick leave; however, an employee shall be limited to one designated person per 12-month period for sick leave.

**C.** Employees can use sick leave for Bereavement Leave purposes as outlined in Article X, Section 4 below.

**D.** Employees can use sick leave for a reproductive loss event, related to a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction as defined by law.

**E.** Employees may utilize sick leave when an employee is, or who has a family member who is, a victim of a qualifying act of violence, regardless of whether anyone is arrested, prosecuted, or convicted for the crime as provided by the Survivors of Violence and Family Members of Victims Right to Leave law. This includes taking time off for related court proceedings.

**F.** To receive compensation while absent on sick leave, the employee shall notify a designated supervisor prior to or within half an hour of the time set for beginning duty. In all instances, if an employee is incapacitated, notification shall be waived until a reasonable period has elapsed. For any such absence, the employee shall file a written statement with the Fire Chief stating the cause of the absence. When an employee has taken more than five (5) consecutive work shifts or hours equivalent, the Fire Chief may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved by the Fire Chief unless the absence is for a statutorily protected sick leave.

**G.** The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the City. This plan shall not give any employee the right to be retained in the service of the City, or any right of claim to sickness disability benefits after separation from the service of the City, except as required by Federal or State law.

**H.** Notwithstanding anything contained in this Section, no employee shall be entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result of engaging in employment other than employment by the City for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation other than business or activity connected with City employment.

**I.** At the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the City Manager may require an employee to submit to an examination by the City's physician to determine fitness for duty. Any employee so examined shall have the opportunity to submit the reports of a competent medical authority of their own

selection, and at their own expense, in addition to the report submitted by the City physician. In the event of a conflict of opinion and/or recommendation of the two physicians, a third physician shall be selected by the first two physicians, and the final decision shall be made by the City Manager based upon the medical evidence submitted to him.

**Section 3. Sick Leave Deposit at Retirement.** Effective February 10, 2017, an eligible employee at retirement may deposit into the City's Retirement Health Savings (RHS) Plan one hundred percent (100%) of their unused accumulated sick leave up to a maximum of nineteen hundred (1,900) hours [for forty (40) hour per week employees] and up to two thousand eight hundred fifty (2,850) hours [for fifty-six (56) hour per week employees].

Accrued sick leave shall be valued on the following basis:

1. Sick leave earned for such employees shall be costed at the rate prevailing at the end of the fiscal year in which it was earned.

2. Sick leave taken shall be deducted from the oldest, lowest value accrued sick leave first, provided however, when an employee takes sick leave, the employee shall receive for each day of sick leave one (1) day's pay at the employee's rate in effect at the time of taking sick leave. For covered employees who retire from the City with twenty (20) years of full-time service, or who retire from City service due to a physical disability or a psychological disability resulting from a job-related injury or illness that renders the employee unable to perform in their usual and customary duties of their position, sick leave shall be paid at the prevailing rate.

Employees who have accumulated nine hundred sixty (960) hours of sick leave for fifty-six (56) hour personnel and six hundred forty (640) hours for forty (40) hour personnel, may convert two (2) hours of accumulated sick leave for one (1) hour of vacation; provided that no more than one hundred twenty (120) hours [and eighty (80) hours of sick leave for forty (40) hour personnel] of sick leave can be converted in any one (1) fiscal year.

**Section 4. Bereavement Leave.**

**A.** Any employee who has suffered a death of an immediate family member, may be allowed bereavement leave with pay not to exceed six (6) workdays per incident on the basis of one half (1/2) workday for each month of regular employment, which is deducted from the employee's accumulated sick leave. Immediate family shall include and be limited to the employee's mother, father, brother, sister, spouse, child, grandchildren, grandparents and current parent-in-laws.

**B.** All such claims for bereavement leave are subject to verification by the Fire Chief or designee.

**Section 5. Leave Entitlements.** The City will comply with Administrative Regulation # 430 which governs leave that may be taken under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

**Section 6. Workers' Compensation Injury on Duty.** Employees covered by this Memorandum of Understanding shall be entitled to all rights provided under Section 4850 of the State of California Labor Code, Government Code 21025.2, and other pertinent codes and ordinances adopted by the State of California and the City of Downey.

**A. Reclassification of Injured Worker.** If in the opinion of the City, an employee has

been found to be permanently physically incapable of performing the duties of the currently held position, the City may place the employee into another vacant position of equal level or lower within the bargaining unit; provided such placement is consistent with the City's affirmative action program and is approved by the appointing authority. Nothing herein shall be construed to prevent said employee from applying for and competing for positions of a higher class or positions represented by other bargaining units in accordance with applicable laws.

**Section 7. Employee Disability Leave.**

**A.** An employee that has at least one (1) year of continuous service with the City and who has exhausted all accrued leave (vacation, sick-leave, compensatory time) due to a non-industrial illness or injury can be advanced sick leave time at the rate of seventy-five percent (75%) of the employee's regular salary according to the following table:

Maximum Time Allowance (Working Days)

| Years of Service | Total |
|---|---|
| 1 through 5 | 45 |
| 6 through 10 | 68 |
| Over 10 | 90 |

**B.** Application for disability leave shall be made by the employee to the City Manager through the department head, accompanied by medical justification from a physician chosen by the City at the direction of the City. Failure to submit to such an examination shall be a basis for terminating disability leave. If the City Manager approves the application, they shall notify the employee of such approval in writing.

**C.** After the employee returns to work, the employee shall reimburse the City for the value of the advanced sick-leave time by having the employee's sick leave accrual reduced by one-half (.5) per month or the employee may contribute vacation leave to accelerate reimbursement to the City for providing the benefits under this Article.

**D.** When the employee has reimbursed the City the "maximum time allowance" as set forth above, the employee shall be eligible to apply for additional disability leave; provided that no employee shall receive more than the "total" set forth above for their length of service, during their entire employment with the City.

**E.** Grounds for termination of disability leave by the City Manager shall include, but not be limited to, the following reasons:

**1.** The employee has recovered from their illness or injury.

**2.** The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.

**3.** The disability leave was procured by fraud, misrepresentation, or mistake.

**4.** The employee has not cooperated fully in supplying all information and submitting to any examination requested by the City to determine the existence or continuing nature of the employee's disability.

**F.** In the event an employee becomes ineligible to accrue sick leave or is scheduled to

end employment with the City and has not completed the reimbursement schedule for this benefit, the balance due shall be handled by payroll deduction or accounts receivable as applicable.

**Section 8. Military Leave.** Military leave shall be granted in accordance with the provisions of State and/or Federal law. All employees entitled to military leave shall give the Fire Chief an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

**Section 9. Jury Duty.** The City will not provide paid release time for jury duty to employees in classifications represented by this Association. If the State and/or Federal Court Jury Commissioners rescind their present policy of granting exemptions from jury service to persons who do not receive paid release time for jury duty from their employers, so as to require jury service despite the absence of such pay from their employer, then the City's practice of providing paid release time to employees for jury duty shall be reinstated immediately upon the effective date of such change for the applicable State and/or Federal Court.

**A.** If an employee is called for jury duty and wishes to serve, accrued vacation leave, compensatory time, or a leave of absence without pay shall be granted subject to the scheduling requirements of the City.

**B.** If the court fully reimburses the City for the full salary of an employee on jury duty, the City will immediately reinstate the practice of providing paid release time to employees for jury duty.

**C.** If an employee is called for jury duty and the court does not excuse jury service based on the non-payment of salary by the employer, the City shall grant said employee paid release time for the required jury duty. However, it is mandatory that the employee advise the judge and/or appropriate court personnel of the City's non-payment policy. While on paid release time for required jury duty, employees will not work any fire shifts or work the evening before or the evening after release from jury duty.

## ARTICLE XI

## FRINGE BENEFIT ADMINISTRATION

**Section 1. Administration.** The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exists or may exist in the future during the term of this Memorandum of Understanding. This Article does not apply to health insurance, which is administered by CalPERS pursuant to the Public Employees' Medical and Hospital Care Act (PEMHCA) and related regulations.

**Section 2. Selection and Funding.** In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of the implementation of this Memorandum of Understanding.

**Section 3. Changes.** If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding

the coverage.

## ARTICLE XII

## HEALTH, DENTAL AND LIFE INSURANCE

**Section 1. Medical Insurance.**

**A.** Effective October 1, 2012, the City contracted with CalPERS for the provision of medical insurance benefits under the California Public Employers' Medical and Hospital Care Act (PEMHCA). The parties agreed to make any necessary and legal modification to the retiree medical benefits provisions in the Memorandum of Understanding necessary for conversion to the PEMHCA program that are consistent with the benefits set forth in Article XIII, Section 3, City Contribution to Retirement Health Savings (RHS) Plan.

**B.** Effective the start of the pay period that includes January 1, 2026 and through December 31, 2027, the City agrees to pay one hundred percent (100%) of the premium for medical insurance for employees hired by the City prior to February 9, 2017. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the highest premium rates (Los Angeles Region) for a Preferred Provider Option (PPO) medical plan offered by CalPERS. If an employee elects a higher cost CalPERS plan, they must pay the difference in premium between that plan and the highest premium PPO (Los Angeles Region) medical plan for their respective eligible level of coverage.

a. Effective the start of the pay period that includes January 1, 2028, and through December 31, 2029, the City agrees to pay one hundred percent (100%) of the premium for medical insurance for employees hired by the City prior to February 9, 2017. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the Peace Officers Research Association of California (PORAC) premium rates (Los Angeles Region) plan offered by CalPERS. If an employee elects a higher cost CalPERS plan, they must pay the difference in premium between that plan and the PORAC (Los Angeles Region) medical plan for their respective eligible level of coverage.

**C.** Effective the pay period that includes January 1, 2026 and through December 31, 2029, the City agrees to pay one hundred percent (100%) of the premium for medical insurance for employees hired on or after February 9, 2017. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the premium rates (Los Angeles Region) for the Kaiser Health Maintenance Organization (HMO) medical plan offered by CalPERS. If an employee elects a higher cost CalPERS plan, they must pay the difference in premium between that plan and the Kaiser HMO plan premium (Los Angeles Region) for their respective eligible level of coverage.

**D.** The stated amounts of City paid medical premiums are inclusive of the CalPERS statutory minimum employer contribution under PEMHCA.

**E. Employee Opt-Out of Medical Coverage.** The City agrees to permit an employee to opt out of City-sponsored medical coverage as follows:

**1.** The employee must present proof to the Human Resources Director or designee

that they and their qualified dependent(s) are covered by another group non-City-sponsored medical plan for the plan year;

2. The employee must sign a statement acknowledging the opt out of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and

3. The employee must sign a statement acknowledging their understanding that their qualified dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next Open Enrollment period or as otherwise required by law under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provisions.

4. Effective the first pay cycle in June 2018 in which the medical opt out payment is due, the City agrees that the employee who is approved to opt out of medical coverage shall receive compensation for one of the following, depending on the level of non-City sponsored coverage the employee has provided proof of having:

   **a.** Three hundred dollars ($300.00) per month if waiver eligibility is for "employee only" coverage.

   **b.** Four hundred and fifty dollars ($450.00) per month if waiver eligibility is for "employee plus one" coverage.

   **c.** Six hundred and fifty dollars ($650.00) per month if waiver eligibility is for "employee plus two or more dependents" coverage.

5. The eligible amount will be paid to the employee as taxable earnings. A medical opt out election may only be made during an announced Open Enrollment period for medical insurance changes effective January 1.

**Section 2. Dental Insurance.**

**A. Dental Maintenance Organization (DMO) Dental Plan.** The City shall continue its contribution of thirty-one dollars and ninety-five cents ($31.95) per month towards a DMO dental benefit plan for employee and their qualified dependent(s). Any amount necessary to cover the monthly premium in excess of the City's contribution is the responsibility of the employee.

**B. Delta Dental Preferred Provider Option (PPO) Plan.** The City shall maintain its Delta Dental PPO plan, which is a self-funded plan administered by Delta Dental, and agrees to maintain the employee's contribution rate of fifty-two percent (52%) towards the total monthly premium.

1. Plan premiums are calculated annually based on the prior year's claims experience, administrative fees, and an industry trending projection. This calculation shall be conducted by Delta Dental for communication by the City during the announced annual Open Enrollment period.

2. For cost effectiveness that is mutually beneficial to the City and the Association, the City will continue to evaluate other Delta Dental plan coverage options for implementation to reduce premiums and/or employee out of pocket costs for

consideration of a change from a current composite rate to a three-tier rate structure ("Employee only"; "Employee plus one dependent"; and, "Employee plus two or more dependents") for monthly premiums effective January 1. In addition, the City changes from a June Open Enrollment to the Open Enrollment Period that coincides with CalPERS medical plan for changes effective January 1. There will be no changes in dental plan coverage without agreement of the parties. The annual CalPERS medical Open Enrollment Period is held generally during September through October.

**Section 3. Life Insurance.** Effective June 1, 2016, the City shall provide each employee covered by this Memorandum of Understanding with a group term life insurance benefit of one hundred thousand dollars ($100,000.00).

## ARTICLE XIII

## RETIREMENT

**Section 1. California Public Employees' Retirement System (CalPERS) Coverage.** Employees covered by this Memorandum of Understanding participate in the California Public Employees' Retirement System (CalPERS). Employee options are described in a contract between the City of Downey and CalPERS.

**Section 2. Retirement Formula and Contributions.**

**A. First Tier Formula.** Employees hired prior to December 9, 2011, the effective date of the City's contract amendment with CalPERS for fire safety members, shall be provided the 3% at age 50 retirement formula, as set forth in California Government Code Section 21362.2.

1. Effective the pay period that includes January 1, 2025, employees shall have deducted, on a pre-tax basis, eight and one-half percent (8.5%) of CalPERS reportable compensation, pursuant to Government Code Section 20516(f).

2. Should an employee be mandated by a change in law or other action to contribute any portion of the required employee contribution to CalPERS, the City shall take all action necessary to reduce the deduction then being made pursuant to California Government Code Section 20516(f), above, by the amount of the mandated employee contribution.

3. The City shall act, if necessary, to pass a resolution setting forth that all deductions or contributions under the Section shall be regarded as a pick-up of retirement costs pursuant to IRC 414(h)(2).

**B. Second Tier Formula.** Employees hired on or after December 9, 2011, the effective date the City's contract amendment with CalPERS for fire safety members, shall be provided the 3% at age 55 retirement formula, pursuant to California Government Code Section 21363.1.

1. Employees covered hereunder shall pay, on a pre-tax basis, the nine percent (9%) required employee contribution to CalPERS.

2. The City shall act, if necessary, to pass a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant to IRC 414(h)(2).

**C. Third Tier Formula.** All employees hired by the City on or after January 1, 2013, who are considered "new members" as that term is defined by the Public Employee Pension Reform Act of 2013 (PEPRA), Government Code §7522 et. seq. shall be subject to a retirement benefit pursuant to the 2.7% at age 57 retirement formula. These employees shall pay to CalPERS by payroll deduction an amount dictated by CalPERS as fifty percent (50%) of normal cost of the 2.7% at age 57 benefit. No portion of this contribution shall be paid by the City.

**Section 3. City Contribution to Retirement Health Savings (RHS) Plan.**

**A. City Contribution to RHS Plan.** The City will contribute the following monthly amount toward an employee's RHS account less the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in California Government Code § 22892(c):

| | |
|---|---|
| Employees who retire after July 1, 1987: | $ 98.00 |
| Employees who retire after July 1, 2002: | $ 200.00 |
| Employees who retire after July 1, 2003: | $ 235.00 |
| Employees who retire after July 1, 2004: | $ 270.00 |

These City contribution amounts shall be referred to herein as the "retiree medical contribution."

As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the following revisions are in effect to avoid an increase cost to the City's mandated contribution for retirees:

**B. Eligibility Requirements.** Subject to meeting eligibility criteria below, the maximum monthly City contribution amount specified in A above shall be deposited on a quarterly basis to the retiree's RHS account for the reimbursement of qualified medical expenditures. To be eligible to enroll in the City's CalPERS health plans, pursuant to CalPERS rules and regulations, and receive the maximum monthly City contribution amount specified in A above, the employee must satisfy the following eligibility criteria:

1. At the time of retirement, the employee has a minimum of ten (10) years of service, or is granted a service-connected disability retirement; and

2. Retire within one hundred twenty (120) days of separation from employment with the City; and

3. At the time of retirement, the employee is employed by the City; and

4. Effective the day after official separation from the City, the employee has been granted a retirement allowance by the CalPERS.

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**C.** The City's obligation to contribute toward the retiree's RHS account shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

1. During any period the retiree is eligible to receive or receives health insurance coverage at the expense of another employer the payment will be suspended. "Another employer" as used herein means private employer or public employer or self-employed or the employer of a spouse. As a condition of being eligible to receive the RHS contribution set forth above, the City shall have the right to

require any retiree to annually certify that the retiree is not receiving any such paid health insurance benefits from another source. If it is later discovered that misrepresentation has occurred, the retiree will be responsible for reimbursement to the City of those amounts inappropriately deposited and the retiree's eligibility to receive future RHS deposits will cease.

**2.** In the event the Federal government or State government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public plan) for retirees, the City's rate set forth above shall be converted from an RHS deposit and applied to that plan. If there is any excess, that excess may be applied toward the retiree's RHS account provided the retiree pays the balance owing for any such coverage.

**3.** Upon the death of the retiree, the City's obligation to deposit into the retiree's RHS account shall cease. The surviving spouse shall be able to continue CalPERS medical insurance coverage pursuant to PEMHCA provisions and provided the surviving spouse pays the appropriate premiums minus the City's mandated retiree contribution amount.

**D.** An eligible retiree covered by this Section who no longer elects coverage under any City sponsored medical plan, effective at the end of any calendar quarter may present the City with proof of payment for alternate health insurance coverage and continue to receive the City's deposit to the retiree's RHS account on a quarterly basis up to the amount to which the retiree is entitled in A above. Once a retiree elects to withdraw from eligibility to participate in a City sponsored health plan for coverage under an alternate insurance plan, the City and the retiree understand that the retiree may not re-enroll in a City sponsored medical plan or otherwise forfeits the City's RHS contribution amount permanently.

**E.** In addition to the condition specified in D above, the City's deposit to a retiree's RHS account shall cease upon the occurrence of any of the following:

**1.** The retiree fails to submit or respond to the City's request (via certified mail to the last known mailing address of the retiree) to provide appropriate proof of alternate health insurance coverage at the end of sixty (60) days from the date of the City's written request.

**2.** The death of the retiree.

## ARTICLE XIV

## TUITION REIMBURSEMENT

**Section 1. Reimbursement Rates.** With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City. Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts. Effective January 1, 2026, courses

required for the completion of the California State Fire Training Certification program certifications of Chief Fire Officer and Company Officer shall be eligible for reimbursement under this section.

## ARTICLE XV

## PROBATIONARY PERIOD

**Section 1.** An original appointment will be tentative and subject to a probationary period of not less than eighteen (18) months; except that the City Manager may extend the probationary period for a class up to an additional six (6) months or for a marginal employee up to an additional three (3) months. Should the Fire Chief desire to terminate any original probationary employee prior to the end of the probationary period, the Fire Chief shall notify the employee prior to termination. Promotional probationary period shall be for a period of six (6) months. All Fire Engineers shall be subject to a promotional probationary period of twelve (12) months.

**Section 2.** If the service of the original probationary employee has been satisfactory to the Fire Chief; then the Fire Chief shall file with the Human Resources Office within two (2) weeks of the end of the probationary period, a merit rating including a statement, in writing, to such effect and stating that the retention of such employee in the service of the City is desired. If such a statement is not filed within two (2) weeks of the end of the probationary period and the employee notified, the employee will be deemed to be unsatisfactory, and their employment terminated at the expiration of the probationary period.

**Section 3.** All probationary periods shall extend to the first day of the month following the period of probation.

**Section 4. Rejection Following Promotion.** Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of the probationary period by reason of failure of the Fire Chief to file a statement that their services have been satisfactory, shall be reinstated to the position from which they were promoted unless charges are filed and he is discharged in the manner provided in the Personnel Ordinance and these rules for positions in the classified service. If there is no vacancy in the classification from which the employee was promoted, the most recently hired employee shall be terminated without prejudice.

**Section 5.** The probationary period may be extended by the length of time the employee is absent during the probationary period except for vacation and regular days off.

## ARTICLE XVI

## SENIORITY

**Section 1.** Seniority is defined as the length of an employee's continuous service within rank from their last date of promotion and shall apply in the manner and to the extent set forth in the remainder of this Article.

**Section 2.** Probationary employees shall have no seniority rights but shall acquire seniority from their last date of hire upon completion of their probationary period.

**Section 3.** Seniority shall apply between employees in a rank for purposes of layoff and recall if in the objective determination of the Fire Chief, the employee's abilities and performance are substantially equal.

**Section 4.** An employee who is subject to layoff may exercise their seniority in another rank within the Fire Department provided that the employee has satisfactorily held the same position in the rank in which the employee seeks to exercise seniority. The employee with the earliest promotion date to that rank will be considered to have seniority for that position.

## ARTICLE XVII

## CITY RIGHTS

**Section 1.** The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Memorandum of Understanding or by law, shall include, but not be limited to, the following rights:

**A.** To manage the City generally and to determine the issues of policy.

**B.** To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.

**C.** To determine the nature, manner, means, and technology, and extent of services to be provided to the public.

**D.** Methods of financing.

**E.** Types of equipment or technology to be used.

**F.** To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.

**G.** To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.

**H.** To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.

**I.** To relieve employees from duties for lack of work or similar non-disciplinary reasons, such as lack of funds.

**J.** To establish and modify productivity and performance programs and standards.

**K.** To discharge, suspend, demote, or otherwise discipline employees for proper cause.

**L.** To determine job classifications and to reclassify employees.

**M.** To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

**N.** To determine policies, procedures and standards for selection, training and promotion of employees.

**O.** To establish employee performance standards, including but not limited to, quality and quantity standards and to require compliance therewith.

**P.** To maintain order and efficiency in its facilities and operations.

**Q.** To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Memorandum of Understanding.

**R.** To take any and all necessary action to carry out the mission of the Agency in emergencies.

**Section 2.** The Fire Chief has the authority to establish and change shift schedules to meet the needs of the department in an emergency. The Fire Chief has the authority to establish reporting times for shift changes in an emergency. The City has the right to enter into mutual or automatic aid agreements.

**Section 3.** Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the exercise of such rights; unless the subject matter of the exercise of such rights is provided for in this Memorandum of Understanding or in the Personnel Rules and Salary Resolutions and/or affecting written departmental rules and regulations which are incorporated in this Memorandum of Understanding. By agreeing to meet and confer in good faith with the Association as to the impact and the exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

The City shall not exercise the foregoing rights in an arbitrary, capricious, invidiously discriminatory manner or in such a manner as to imperil the health and/or safety of the employees.

## ARTICLE XVIII

## EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

**Section 1. Dues Deductions.** The City shall deduct dues on a regular basis from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed-upon form to be provided for this purpose. The City shall remit such funds to the Association within thirty (30) days following their deduction.

**Section 2. Indemnification.** The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to

transmit to the Association monies deducted for the employees pursuant to this Article.

## ARTICLE XIX

## NO STRIKE - NO LOCKOUT

### A. PROHIBITED CONDUCT.

**Section 1.** The Association, its officers, agents, representatives and/or members agree that during the term of this Memorandum of Understanding they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

**Section 2.** The City agrees that it shall not lockout its employees during the term of this Memorandum of Understanding. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Memorandum of Understanding or applicable ordinance or law.

**Section 3.** Any employee who participates in any conduct prohibited in Section 1 above, shall be subject to termination by the City.

**Section 4.** In addition to any other lawful remedies, or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in B, Section 1, the City may suspend any and all of the rights and privileges accorded to the Association under the City's Employee Relations Ordinance in this Memorandum of Understanding including, but not limited to, right of access, check-off, the use of the City's bulletin boards and facilities.

### B. ASSOCIATION RESPONSIBILITY

**Section 1.** In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in A, Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful and they must immediately cease engaging in conduct prohibited in A, Section 1, above, and return to work.

**Section 2.** If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents, or representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Memorandum of Understanding in violation of Section 1 above.

## ARTICLE XX

## GRIEVANCE PROCEDURE

**Section 1. Grievance.** Grievance shall be defined as a dispute between the Association, employee or employees and the City, regarding interpretation or application of specific provisions of this Memorandum of Understanding and departmental rules and regulations or as an appeal of a disciplinary action.

**A. Procedural Due Process Rights.** Appeals of punitive action pursuant to Government Code §3254.5 (the Firefighters Procedural Bill of Rights Act) shall be conducted pursuant to the procedures set forth in Government Code Sections 11512-11519.

Except, however, that appeals of written reprimands only, shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 which provides for an informal hearing procedure.

The informal hearing procedure shall be conducted pursuant to Government Code sections 11445.40 to 11445.50. The presiding officer shall be selected from a list of seven neutral hearing officers from the State Mediation and Conciliation Services. In the event that the parties cannot agree upon a mutually acceptable hearing officer from the list of seven (7), the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer. The presiding officer shall regulate the course of the proceeding. The presiding officer shall permit the parties and may permit others to offer written or oral comments on the issues. The presiding officer may limit the use of witnesses, testimony, evidence, and argument, and may limit or eliminate the use of pleadings, intervention, discovery, prehearing conferences, and rebuttal. A request for an appeal of a written reprimand shall be submitted in writing to the Human Resources Director within ten (10) calendar days of receipt of the written reprimand.

**B. Non-retaliation.** An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated, or discriminated against. All time periods in this Section may be extended by mutual consent of the employee and the management representative involved in writing.

**Section 2. Conduct of the Grievance Procedure.** An employee may request the assistance of another person of their own choosing in preparing and presenting their grievance at any level of review, or may be represented by a recognized employee organization or may represent himself.

**A.** Any retroactivity on monetary grievances shall be limited to ninety (90) days prior to the date that the grievance was filed, in writing, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

**B.** All time limits specified may be extended to a definite date by mutual agreement of the employee or their Association representative, and the decision-making management representative involved at each step of the grievance procedure. Such mutual agreement shall be evidenced in writing and signed by the employee or Association representative and management representative.

**Section 3. Grievance procedure shall provide for the following steps:**

**<u>Step One.</u> Informal Procedure.** An employee must first attempt to resolve a grievance without delay through discussion with their immediate supervisor on an informal basis. The grievance shall begin at the level of supervision that ultimately took the action that resulted in the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, they shall have the right and obligation to discuss it with their supervisor's immediate superior, if any, and through the chain of command to the Fire Chief, if necessary. The Fire Chief shall meet with the employee and the employee's representative to attempt to resolve the grievance.

Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. At no time may an informal process go beyond the Fire Chief. In order that this informal procedure may be responsive, all parties involved shall expedite this process.

In no case may more than fourteen (14) calendar days elapse from the date of the alleged incident or action giving rise to the grievance; or fourteen (14) calendar days from the date the employee should have reasonably known about the alleged incident and the first meeting with the supervisor discussed in this Section. The employee shall have up to seven (7) additional days for each level of supervision; however, the time shall not be cumulative. Failure to meet any of these time lines shall mean that the grievance shall be barred and waived.

**Step Two. Formal Procedure.** If the grievance is not resolved through the informal process and the employee has complied with all time limits, then the employee shall have the right to file the grievance in written form and present it to the Fire Chief within ten (10) calendar days from the decision or completion of the informal process. The written grievance shall state all facts plus the specifics of the alleged dispute. Failure of the employee to take action within the time limit set forth above will constitute termination of the grievance.

The Fire Chief shall review the written material submitted by the employee and shall require the employee's supervisor and/or superior officers to submit written material regarding this grievance. Copies of these materials will be given to the employee prior to meeting with the Fire Chief. The Fire Chief shall render a decision and comments in writing which shall be given to the employee within ten (10) calendar days of the meeting between the employee and the Fire Chief.

**Step Three. Employee Relations/Human Resources Director.** If the grievance is not resolved in Step Two, the employee may, within ten (10) calendar days from receipt of the Fire Chief's written decision present the grievance in writing to the Employee Relations/Human Resources Director for processing. The Employee Relations/Human Resources Director will use their discretion to decide whether to investigate the grievance. Failure of the employee to take this action will constitute termination of the grievance. If the employee is being represented by a recognized employee organization, the Employee Relations/Human Resources Director shall convene a joint meeting of the recognized employee organization and management representative who shall attempt to resolve the grievance. In the event the grievance is not satisfactorily settled through discussion at this level, both parties shall advise each other in writing, as to their respective positions.

**Step Four. Grievance Hearing.** If the grievance is not resolved in Step Three, the employee may, within ten (10) calendar days of the receipt of the written position from the management representative, present a "request for hearing" in writing to the Human Resources Director. Failure of the employee to take this action will constitute termination of the grievance. The Human Resources Director shall request from the State Mediation and Conciliation Service, or mutually agreed upon alternative organization, a list of seven (7) neutral hearing officers. In the event that the parties cannot agree upon a mutually acceptable hearing officer from the list of seven (7), the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer.

The hearing officer shall preside over a full and fair evidentiary hearing and, within thirty (30) calendar days of its conclusion, render a written decision that includes findings of fact and a recommendation to the City Manager. That decision shall be served jointly upon the grieving party and the City Manager

**Step Five. City Manager's Decision.** Within thirty (30) calendar days of receipt of the decision of the hearing officer, the City Manager shall, in writing, adopt, modify or reject that decision. The decision of the City Manager shall be the final administrative decision.

## ARTICLE XXI

## MISCELLANEOUS

**Section 1. Substance Abuse Policy.** The City and the Association have a vital interest in maintaining safe, healthy and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Downey. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."

The City of Downey and the Association recognize that their future is dependent on the physical and psychological wellbeing of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits Downey's employees and citizens.

The purpose of this article is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

**A.** Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited.

**B.** When reasonable suspicion exists, the City may require an employee to submit to a medical examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.

1. Reasonable suspicion is cause, based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol; so that the employee's ability to perform the functions of the job is impaired, or so that the employee's ability to perform their job safely is reduced.

**C.** Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in drug screening, a representative must be available within a reasonable time, or the employee will then be ordered to submit to substance screening. An employee who refuses to submit to a substance screening may be considered

insubordinate and shall be subject to disciplinary action up to and including termination.

**D.** The supervisor, or designee, shall transport the suspected employee to the testing facility. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be collected in a DOX Security Container System or other system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the Substance Abuse and Mental Health Services Administration of the Department of Health and Human Services and comply with established guidelines for "chain of custody" to ensure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing, and storage process.

**E.** Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if they so choose, a positive test result.

**F.** While use of medically prescribed medications and drugs is not per se a violation of this policy; this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify their supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability, to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

**G.** Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to their employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated. Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City may refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement."

1. It is the City's intent to use the EAP option for first offenders except the City reserves the right to discipline for those offenses which are a significant violation of City/department rules and regulations or where violation did or could have resulted in serious injury or property damage.

**Section 2. Section 125 Plan.** Employees covered by this Memorandum of Understanding are eligible to participate in the City's Section 125 Plan (Flexible Spending Account for Health Care and Dependent Care).

**Section 3. Filling and Vacating Assignments.** Department assignments and transfers will be done in accordance with Fire Department Administrative Policy, Volume 1, Chapter 3, Section 15, herein incorporated by reference.

**Section 4. Examination Observer.** A person from a City Human Resources Office, preferably the Human Resources Analyst from the Downey Human Resources Office, will audit the Fire Captain departmental evaluation process, Fire Captain interviews, and Fire Captain and Fire Engineer written examinations. The role of this person will be to evaluate the time, examination content, and testing environment/technologies for each candidate. The person will not be a grader. The person will also be present when interviews are held for Training Officer, EMS Coordinator, Equipment Coordinator, Shift Arson Investigator, and Training Coordinator.

**Section 5. No Smoking Policy.** The City agrees to allow employees an occasional off duty celebratory cigar during their term of employment as an exception to Administrative Regulation No. 420. This exception shall not diminish the City's concern for the health and welfare of its employees to be fit for duty.

**Section 6. Court Time Pay.**

**A.** Court time is time required to be spent by employees of the Fire Department on behalf of the City in response to a subpoena, a coroner's inquest, a hearing or trial on a civil action, or criminal case at a time other than that regularly required of such employee for their employment, for the purpose of testifying as to knowledge acquired in the course of their employment with the City. This definition shall also apply to subpoenas issued for taking of depositions in such City related matters. Employees who are off duty on authorized sick leave or when testifying at any grievance proceeding, City Council, or other hearing on behalf of himself or another employee of the Association, shall not accrue additional time or compensation as court time.

**B.** Court Time shall be compensated as follows:

**1.** Criminal Witness. The employee shall be paid at the applicable hourly rate of pay.

**2.** Civil Witness (in line of duty). The employee shall receive their applicable hourly rate of pay for time at court and to and from court while testifying in any civil case on behalf of the City.

**3.** If the employee is called into court per this Section, the employee shall be paid a minimum of four (4) hours or the actual number of hours in court, whichever is greater.

## ARTICLE XXII

## SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

**Section 1.** It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of understanding, or memorandums of agreement, or contrary salary and/or personnel resolutions and ordinances of the City, oral or written, expressed or implied, agreements between the parties or understandings between the parties; and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law or City Charter.

**Section 2.** Notwithstanding the provisions of Section 1 above, there exists within the City, certain personnel resolutions, ordinances and departmental rules, regulations and orders. To the extent that this Memorandum of Understanding does not specifically contravene provisions of these personnel resolutions, ordinances, departmental rules, regulations and orders; such personnel resolutions, ordinances and departmental rules, regulations and orders are specifically incorporated herein.

**Section 3.** Fire Department administrative policies, rules, and regulations issued by the Fire Chief shall become a part of this Memorandum of Understanding provided they do not contravene any other provision of this Memorandum of Understanding; and further provided the City shall meet and confer in accordance with State law regarding the adoption of such general orders.

## ARTICLE XXIII

## WAIVER OF BARGAINING DURING TERM OF THIS MEMORANDUM OF UNDERSTANDING

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to meet and confer with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the meet and confer process, except as otherwise provided for in this Memorandum of Understanding; thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the meet and confer process leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter not specifically provided for in this Memorandum of Understanding during the term of this Memorandum of Understanding.

## ARTICLE XXIV

## REOPENER

The parties agree that the City can re-open negotiations to achieve labor cost savings during the term of this Agreement, however, there shall be no changes unless mutually agreed to in writing.

## ARTICLE XXV

## EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, flood, insurrection, civil disorder, national emergency, or similar circumstances; provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of the City, that restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and Policies.

## ARTICLE XXVI

## SEVERABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, or by reason of any existing or subsequent enacted legislation, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. This Memorandum of Understanding shall be binding upon the successors and/or assigns of both City and the Association to the extent permitted by law.

## ARTICLE XXVII

## TERM OF THIS MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on January 1, 2026 and shall continue in full force and effect until December 31, 2029.

## ARTICLE XXVIII

## RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Downey. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 27th day of January, 2026

**CITY OF DOWNEY:**

By: _____
James McQueen
Human Resources Director

**DOWNEY FIREMEN'S ASSOCIATION (IAFF Local 3473):**

By: _____
Carlos Mata, President

By: _____
Christopher Bayley, Vice President

By: _____
Daylon Kennedy, Secretary

By: _____
Robert Landers, Treasurer

By: _____
David Blades, Board Member

By: _____
Richard Hernandez, Board Member

**APPROVED AS TO FORM:**

By: John M. Funk
John M. Funk, City Attorney

## EXHIBIT A

## CLASSIFICATIONS REPRESENTED BY THE DOWNEY FIREMEN'S ASSOCIATION

Firefighter
Fire Engineer
Fire Captain

### PAY SCHEDULE EFFECTIVE DECEMBER 22, 2025

| Position Title | A | B | C | D | E |
|---|---|---|---|---|---|
| Firefighter (56 hr) | 29.6955 | 31.3289 | 33.0517 | 34.8700 | 36.7876 |
| Firefighter (40 hr) | 41.5740 | 43.8604 | 46.2728 | 48.8180 | 51.5027 |
| Fire Engineer (56 hr) | 35.3174 | 37.2597 | 39.3089 | 41.4709 | 43.7520 |
| Fire Engineer (40 hr) | 49.4443 | 52.1637 | 55.0325 | 58.0594 | 61.2525 |
| Fire Captain (56 hr) | 41.4710 | 43.7524 | 46.1584 | 48.6972 | 51.3758 |
| Fire Captain (40 hr) | 58.0598 | 61.2528 | 64.6216 | 68.1759 | 71.9256 |

### PAY SCHEDULE EFFECTIVE DECEMBER 21, 2026

| Position Title | A | B | C | D | E |
|---|---|---|---|---|---|
| Firefighter (56 hr) | 30.9694 | 32.6729 | 34.4696 | 36.3659 | 38.3658 |
| Firefighter (40 hr) | 43.3575 | 45.7420 | 48.2579 | 50.9123 | 53.7122 |
| Fire Engineer (56 hr) | 37.2811 | 39.3313 | 41.4945 | 43.7767 | 46.1846 |
| Fire Engineer (40 hr) | 52.1934 | 55.0640 | 58.0923 | 61.2875 | 64.6581 |
| Fire Captain (56 hr) | 43.7768 | 46.1850 | 48.7248 | 51.4048 | 54.2323 |
| Fire Captain (40 hr) | 61.2879 | 64.6585 | 68.2146 | 71.9665 | 75.9247 |

### PAY SCHEDULE EFFECTIVE DECEMBER 20, 2027

| Position Title | A | B | C | D | E |
|---|---|---|---|---|---|
| Firefighter (56 hr) | 32.2980 | 34.0746 | 35.9484 | 37.9260 | 40.0117 |
| Firefighter (40 hr) | 45.2175 | 47.7043 | 50.3282 | 53.0964 | 56.0165 |
| Fire Engineer (56 hr) | 39.3539 | 41.5181 | 43.8016 | 46.2107 | 48.7525 |
| Fire Engineer (40 hr) | 55.0954 | 58.1256 | 61.3222 | 64.6951 | 68.2531 |
| Fire Captain (56 hr) | 46.2108 | 48.7529 | 51.4339 | 54.2629 | 57.2476 |
| Fire Captain (40 hr) | 64.6955 | 68.2535 | 72.0073 | 75.9678 | 80.1461 |

### PAY SCHEDULE EFFECTIVE JANUARY 1, 2029

| Position Title | A | B | C | D | E |
|---|---|---|---|---|---|
| Firefighter (56 hr) | 33.6836 | 35.5364 | 37.4906 | 39.5530 | 41.7282 |
| Firefighter (40 hr) | 47.1573 | 49.7508 | 52.4873 | 55.3742 | 58.4196 |
| Fire Engineer (56 hr) | 41.5420 | 43.8265 | 46.2370 | 48.7800 | 51.4631 |
| Fire Engineer (40 hr) | 58.1587 | 61.3574 | 64.7317 | 68.2922 | 72.0480 |
| Fire Captain (56 hr) | 48.7801 | 51.4636 | 54.2936 | 57.2799 | 60.4306 |
| Fire Captain (40 hr) | 68.2926 | 72.0484 | 76.0109 | 80.1916 | 84.6022 |

Item No. 10.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY CLERK** |
| **BY:** | **ALICIA DUARTE, CITY CLERK** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPOINTMENT TO THE PUBLIC WORKS COMMITTEE FOR COUNCIL DISTRICT 5** |

## EXECUTIVE SUMMARY

The City Council will consider adopting a resolution to appoint Ms. Jennifer M. Alvarez to the Public Works Committee for Council District 5.

## RECOMMENDATION

That the City Council:

Adopt Resolution No. 26-8331, approving the appointment of Jennifer M. Alvarez to the Public Works Committee for Council District 5.

## DISCUSSION

Pursuant to Downey City Charter Section 902, Council Member Mario Trujillo recommends approval of the appointment of Jennifer M. Alvarez to the Public Works Committee for Council District 5.

## CITY COUNCIL PRIORITIES

Quality of Life, Neighborhood & Infrastructure
Public Engagement

## FISCAL IMPACT

There is no fiscal impact.

**Attachments**

Attachment A: Resolution

**RESOLUTION NO. 26-8331**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE APPOINTMENT OF JENNIFER M. ALVAREZ TO THE PUBLIC WORKS COMMITTEE FOR COUNCIL DISTRICT 5**

**THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1**. Jennifer M. Alvarez is hereby appointed to the Public Works Committee for Council District 5 for the term expiring December 2028.

**SECTION 2.** The City Clerk shall certify to the adoption of this Resolution and transmit a copy thereof to the appointee.

**APPROVED AND ADOPTED** this 27th day of January, 2026.

CLAUDIA FROMETA, Mayor

**ATTEST:**

MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

JOHN M. FUNK
City Attorney

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a Regular meeting held on the 27th day of January, 2026, by the following vote, to wit:

AYES: Council Members:
NOES: Council Member:
ABSENT: Council Member:
ABSTAIN: Council Member:

MARIA ALICIA DUARTE, CMC
City Clerk

Item No. 11.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY CLERK** |
| **BY:** | **ALICIA DUARTE, CITY CLERK** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPOINTMENT TO THE PUBLIC WORKS COMMITTEE FOR COUNCIL DISTRICT 5** |

## EXECUTIVE SUMMARY

The City Council will consider adopting a resolution to appoint Mr. David Valadez to the Public Works Committee for Council District 5.

## RECOMMENDATION

That the City Council:

Adopt Resolution No. 26-8332, approving the appointment of David Valadez to the Public Works Committee for Council District 5.

## DISCUSSION

Pursuant to Downey City Charter Section 902, Council Member Mario Trujillo recommends approval of the appointment of David Valadez to the Public Works Committee for Council District 5.

## CITY COUNCIL PRIORITIES

Quality of Life, Neighborhood & Infrastructure
Public Engagement

## FISCAL IMPACT

There is no fiscal impact.

**Attachments**

Attachment A: Resolution

**RESOLUTION NO. 26-8332**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE APPOINTMENT OF DAVID VALADEZ TO THE PUBLIC WORKS COMMITTEE FOR COUNCIL DISTRICT 5**

**THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1**. David Valadez is hereby appointed to the Public Works Committee for Council District 5 for the term expiring December 2028.

**SECTION 2**. The City Clerk shall certify to the adoption of this Resolution and transmit a copy thereof to the appointee.

**APPROVED AND ADOPTED** this 27th day of January, 2026.

CLAUDIA M. FROMETA, Mayor

**ATTEST:**

MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

John M. Funk

JOHN M. FUNK
City Attorney

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a Regular meeting held on the 27th day of January, 2026, by the following vote, to wit:

AYES: Council Members:
NOES: Council Member:
ABSENT: Council Member:
ABSTAIN: Council Member:

MARIA ALICIA DUARTE, CMC
City Clerk

Item No. 12.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY CLERK** |
| **BY:** | **ALICIA DUARTE, CITY CLERK** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPOINTMENT TO THE RECREATION AND COMMUNITY SERVICES COMMISSION FOR COUNCIL DISTRICT 5** |

## EXECUTIVE SUMMARY

The City Council will consider adopting a resolution to appoint Ms. Lissette Rivera to the Recreation and Community Services Commission for Council District 5.

## RECOMMENDATION

That the City Council:

Adopt Resolution No. 26-8333, approving the appointment of Lissette Rivera to the Recreation and Community Services Commission for Council District 5.

## DISCUSSION

Pursuant to Downey City Charter Section 902, Council Member Mario Trujillo recommends approval of the appointment of Lissette Rivera to the Recreation and Community Services Commission for Council District 5.

## CITY COUNCIL PRIORITIES

Quality of Life, Neighborhoods & Infrastructure

Public Engagement

## FISCAL IMPACT

There is no fiscal impact.

**Attachments**

Attachment A: Resolution

**RESOLUTION NO. 26-8333**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE APPOINTMENT OF LISSETTE RIVERA TO THE RECREATION AND COMMUNITY SERVICES COMMISSION FOR COUNCIL DISTRICT 5**

**THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1**. Lissette Rivera is hereby appointed to the Recreation and Community Services Commission for Council District 5 for the term expiring December 2028.

**SECTION 2**. The City Clerk shall certify to the adoption of this Resolution and transmit a copy thereof to the appointee.

**APPROVED AND ADOPTED** this 27th day of January, 2026.

_____
CLAUDIA FROMETA, Mayor

**ATTEST:**

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

_____
JOHN M. FUNK
City Attorney

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a Regular meeting held on the 27th day of January, 2026, by the following vote, to wit:

AYES: Council Members:
NOES: Council Member:
ABSENT: Council Member:
ABSTAIN: Council Member:

_____
MARIA ALICIA DUARTE, CMC
City Clerk

Item No. 13.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **MATTHEW BAUMGARDNER, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **INTRODUCTION OF AN ORDINANCE APPROVING THE EIGHTH AMENDMENT TO THE I-5 CONSORTIUM CITIES JOINT POWERS AGREEMENT** |

## EXECUTIVE SUMMARY

The City Council will consider introducing an Ordinance approving the eighth amendment to the I-5 Consortium Cities Joint Powers Agreement. The original agreement expired in November 2025 and an extension through November 1, 2030 is proposed though the approval of the eighth amendment to said agreement. Per the City Charter, the adoption of an ordinance is required for the approval of any agreement for a period longer than ten years.

## RECOMMENDATION

That the City Council:

> Introduce an ordinance approving the eighth amendment to the Interstate 5 Consortium Cities Joint Powers Agreement.

## BACKGROUND

The City of Downey is one of five member cities of the Interstate 5 Consortium Cities Joint Powers Authority (I-5 JPA), which was established in 1990. The goal of the I-5 JPA is to work in partnership with Caltrans, Metro, and the Federal Highway Administration to pursue innovative capacity-enhancing options for the expansion of the I-5 Freeway to avoid significant at-grade widening of the freeway that would have negative social and economic impacts on adjacent communities along the corridor.

The I-5 JPA has been successful in its efforts to secure financial support for traffic mitigation projects along the I-5 corridor and continues to advocate on behalf of its member agencies for the implementation of capacity enhancements improving traffic flow along the freeway between the Los Angeles County line and the I-710 Freeway.

## ANALYSIS

The term of the original agreement (see Attachment B), which has been extended through seven prior approved amendments, expired on November 1, 2025. The eighth amendment (see Exhibit A) to the subject agreement extends the term for an additional five (5) years through November 1, 2030. Section 518 of the City's Charter states that "no contract or lease or extension thereof for a longer period than ten years shall be valid unless said contract, lease or extension be made or approved by ordinance..." Therefore, in order to extend the term of the I-5 Consortium Cities Joint Powers Agreement by five (5) years to November 1, 2030, Ordinance No. 26- (see Attachment A) must be introduced and subsequently adopted by the City Council. Continuing to participate in the I-5 JPA will be valuable to the City as development continues to move north along the corridor and project and project reimbursements are still pending.

**CITY COUNCIL PRIORITIES**

Economic Vibrancy
Quality of Life, Safety & Infrastructure

**FISCAL IMPACT**

There is no fiscal impact.

**Attachments**

Ordinance Approving Extension Amendment No. 8 to I-5 JPA.pdf
I-5 JPA original agreement_Att B.pdf
I-5 JPA Agreement - Amend No. 8_Exhibit A.pdf

**ORDINANCE NO. 26-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING EIGHTH AMENDMENT TO INTERSTATE 5 CONSORTIUM CITIES JOINT POWERS AGREEMENT**

**WHEREAS**, the City of Downey is one of the five cities to the Interstate 5 Consortium Cities Joint Powers Agreement, as amended, which was originally established in 1990 for a term of five years ("I-5 JPA"); and

**WHEREAS**, the purpose of the I-5 JPA is for the member cities to act jointly in the development of plans and agreement to improve the I-5 Freeway through their cities; and

**WHEREAS**, the I-5 JPA has been repeatedly amended to extend its term, most recently for the seventh time in 2020 to extend the term through November 1, 2025 and in other respects; and

**WHEREAS**, the parties to the I-5 JPA desire to again extend the term of the I-5 JPA for an additional five years through November 1, 2030 by an eighth amendment to the I-5 JPA; and

**WHEREAS**, Section 518 of the Downey City Charter requires any contract, lease or extension thereof for a period longer than ten years be approved by ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council hereby approves the Eighth Amendment to the I-5 JPA extending the term of the I-5 JPA through November 1, 2030. A copy of the Eighth Amendment is attached as Exhibit A.

**SECTION 2.** This Ordinance shall become effective thirty (30) days from the date of its adoption.

**SECTION 3**. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

**APPROVED AND ADOPTED** this ____ day of _____, 2026.

_____
CLAUDIA M. FROMETA, Mayor

**ATTEST:**

_____
MARIA ALICIA DUARTE, CMC
City Clerk

**APPROVED AS TO FORM:**

JOHN M. FUNK
City Attorney

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss:
CITY OF DOWNEY )

**I HEREBY CERTIFY** that the foregoing Ordinance No. 26-, was introduced at a Regular Meeting of the City Council of the City of Downey held on the 27th day of January, 2026, and adopted at a regular meeting of the City Council of the City of Downey held on the ____ day of February, 2026, by the following vote, to wit:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

**I FURTHER CERTIFY** that a Summary of the foregoing Ordinance No. 26-_____, was published in the Downey Patriot, a newspaper of general circulation in the City of Downey, on January 15, 2026, (before adoption) and on February ___, 2026 (after adoption). It was also posted in the regular posting places in the City of Downey on the same dates.

MARIA ALICIA DUARTE, CMC
City Clerk

Downey

# JOINT POWERS AGREEMENT

## AMONG THE CITIES OF BUENA PARK, COMMERCE, DOWNEY, LA MIRADA, NORWALK, AND SANTA FE SPRINGS FOR THE PURPOSE OF CREATING AN INTERSTATE 5 IMPROVEMENT CONSORTIUM

This agreement dated November 27, 1990 is between the cities of Buena Park, Commerce, Downey, La Mirada, Norwalk, and Santa Fe Springs, each of which is a municipal corporation duly organized and existing under the laws of the State of California, hereinafter collectively referred to as the "Interstate 5 Consortium Cities"

## WITNESSETH

WHEREAS, the cities are each empowered by law to develop programs for the benefit of the citizens and businesses within each community; and

WHEREAS, the cities contain within their boundaries portions of the Federal Interstate Route 5 Freeway, referred to as I-5; and

WHEREAS, the cities each desire the improvement of the I-5 Freeway staying primarily within existing freeway right-of-way; and

WHEREAS, the various federal and state agencies involved in the I-5 improvement process have requested that one entity represent all of the cities; and

WHEREAS, the parties to this agreement are willing to form a single entity referred to as "Interstate 5 Consortium Cities" (Consortium); and

WHEREAS, by this agreement the cities hereto intend to exercise their powers jointly to accomplish common objectives.

NOW, THEREFORE, the parties agree as follows:

Section 1. Authority and Purpose

This agreement is made pursuant to the provisions of Article I, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to the public agencies. The cities are each empowered to exercise the powers within said agreement. The purpose of this agreement is to exercise such powers jointly in the development of plans and agreement to improve the Route I-5 Freeway through said Cities.

ATTACHMENT B

Section 2. Term

This Agreement shall become effective and binding upon the parties hereto when each of the governing bodies of the parties has authorized the execution of this Agreement and the same has been executed by the duly authorized representative of each of such parties. The term of this Agreement shall be for a period of five years from and after the effective date. The Agreement may be extended by mutual consent of all parties.

Section 3. Brown Act

All meetings of the Consortium, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Government Code §54950).

Section 4. Structure of the Consortium

The Interstate 5 Consortium Cities shall embody two structures;

A. Policy Board
B. Administrative Entity

The functions and responsibilities of each are described below.

## A. POLICY BOARD

### PURPOSE

This Consortium shall create a Policy Board made up of an elected official of each participating public entity for the purpose of overseeing the activities of the Administrative Entity and to act in consort with the State of California and Federal Agencies in matters pertaining to development of plans and financing for the I-5 Freeway improvements.

### APPOINTMENT

The legislative body of each of the participating public entities shall appoint one policy board member and one alternate board member.

## TERM

Each member of the Board shall serve a two-year term and each member shall serve at the pleasure of the appointing authority.

## VACANCIES

Vacancies during a term and successors following expiration of the term of any member shall be filled in the same manner as the original appointments.

## COMPENSATION

Members shall receive a stipend of fifty dollars ($50) per meeting attended.

## VOTING

Each member shall have one vote. If a board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the board member for the meeting so attended.

## RESPONSIBILITIES

It shall be the responsibility of the Policy Board to:

a. Determine general policy for I-5 improvements.

b. Act on behalf of all cities in responding to various federal and state agencies regarding questions of design, funding and decision making.

c. Approve a budget to expend funds on development of improvement alternatives, lobbying activities, if required, and any other lawful public purpose.

d. Ensure that improvements are in the best interest of the Consortium residents.

e. Authorize expenditures of funds for the above purposes.

f. Share costs equally among the six cities.

## MEETINGS

The Policy Board shall provide for its regular and special meetings, provided, however, that it shall hold at least one regular meeting in each year and such further meetings as the parties may reasonably request. The dates upon which, and the hour, date and place at which any regular meeting shall be held shall be fixed by the Policy Board and copies filed with each party.

## QUORUM

A majority of the Policy Board must be present to constitute a quorum. No action will be valid unless it receives the effective vote of the majority of those present with the exception of matters that will result in the dislocation of residents or businesses. In such matters, a unanimous vote of all members shall be required.

## MINUTES

The Secretary of the Policy Board shall cause to be kept minutes of regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the cities hereto.

## OFFICERS

The Policy Board shall elect a Chairperson and a Vice Chairperson at its first meeting, and thereafter at the first meeting in each succeeding fiscal year the Policy Board shall elect or re-elect its Chairperson and a Vice-Chairperson.

In the event that the Chairperson or Vice-Chairperson elected ceases to be a Board Member, the resulting vacancy shall be filled at the next regular meeting of the Policy Board held after such vacancy occurs. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson. The Chairperson, or in his absence the Vice-Chairperson, shall preside at and conduct all meetings of the Policy Board.

The City Manager of the City of Norwalk shall be, and act as, the Secretary of Consortium. The City Finance Director of the City of Buena Park shall be, and act as, the Treasurer of Consortium pursuant to Government Code §6506.6.

## LEGAL COUNSEL

The Policy Board may engage the services of a private practicing attorney or utilize a City Attorney from one of the member Cities as legal Council to the Consortium.

## B. ADMINISTRATIVE ENTITY

### PURPOSE

The Administrative Entity shall carry out the policies developed by the Board to facilitate improvement of the I-5 Freeway.

### MEMBERS

The City Manager of each City shall be a member of the Administrative Entity.

### RESPONSIBILITIES

a. Work with State and Federal agencies to develop improvement plans that will be acceptable to the Consortium.

b. Engage and work with consultants as needed.

c. Develop a budget and funding recommendations for the Consortium.

d. Develop plans with Caltrans for the earliest possible widening of the bridges, offramps, and interchanges.

e. Provide analysis of economic losses if I-5 widening is proposed outside of existing right-of-way.

f. Create technical work groups as needed.

g. Work with a Washington, D.C., based lobbyist.

Section 5. Obligation for Debts and Distribution of Assets

The cities which are partners to this Agreement shall not be responsible for any of the debts, liabilities or obligations of the Consortium created by this Agreement. All such debts, liabilities or obligations shall exclusively be those of the Consortium.

Upon termination of the Consortium all of its then existing assets shall be divided equally between the then remaining member cities.

Section 6. Withdrawal by Member Cities

Any member city may withdraw upon 30 days written notice. Upon such withdrawal, the withdrawing city shall pay its share of accrued expenses; should assets exist, the withdrawing city shall be paid its proportional share of assets.

IN WITNESS WHEREOF, this Agreement is executed by the parties as follows:

CITY OF DOWNEY

Roy L Paul

MAYOR ROY L. PAUL

ATTEST:

Judith E McDonnell

CITY CLERK

CITY OF DOWNEY

APPROVED AS TO FORM

Peter M. Thorson

PETER THORSON, CITY ATTORNEY

10/31/90

EIGHTH AMENDMENT TO
AMENDED INTERSTATE 5 CONSORTIUM CITIES
JOINT POWERS AGREEMENT

Section 1. That certain Amended Agreement ("Agreement") entered into by and between the cities of Commerce, Downey, La Mirada, Norwalk, and Santa Fe Springs, on December 4, 1990, and amended in 1997, 2000, 2005, 2008, 2010, 2015, and 2020 is further amended by amending Section 2 (Term).

"Section 2. Term.

The term of this Agreement shall be for a period of forty years years from and after November 1, 1990 (November 1, 2030). The Agreement may be extended by mutual consent of all parties."

Section 2. Except as specifically amended by this eighth Amendment, all other provisions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed on this 10th day of February, 2026, by the Parties as follows:

CITY OF DOWNEY

_____
CLAUDIA FROMETA, MAYOR

ATTEST:

_____
MARIA ALICIA DUARTE, CMC
CITY CLERK

APPROVED AS TO FORM:

_____
JOHN M. FUNK,
CITY CLERK

Exhibit "A"

Item No. 14.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **MARLON RAMIREZ, INTERIM ASSISTANT FINANCE DIRECTOR** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **APPROVAL OF THE FISCAL YEAR 2026-2027 BUDGET CALENDAR** |

## EXECUTIVE SUMMARY

The City Council will review and approve the Budget Calendar for the Fiscal Year 2026-2027 Budget process, which covers the fiscal year beginning July 1, 2026, and ends on June 30, 2027.

## RECOMMENDATION

That the City Council:

Approve the Budget Calendar for the Fiscal Year 2026-2027 Budget.

## BACKGROUND

Each year, a budget calendar is presented to the Downey City Council to establish various deadlines to ensure the budget process is completed in a timely and transparent manner. Pursuant to the Downey Municipal Code, the annual budget must be adopted before June 30th of each fiscal year.

## ANALYSIS

Attached to this report is the budget calendar for Fiscal Year 2026-2027 (Attachment A). Tentatively scheduled as part of the budget calendar are a few key dates that encompass the items involving the City Council, including:

- The Annual City Council Goal Setting Workshop - Tuesday, February 17, 2026
- The City Council Budget Subcommittee budget review - Monday, May 18, 2026
- The City Council Budget Workshop - Monday, June 1, 2026
- Public Hearing and Budget Approval - Tuesday, June 23, 2026, where the City Council will adopt the Fiscal Year 2026-2027 Budget

## CITY COUNCIL PRIORITIES

Fiscal Responsibility

Efficiency and Adaptability

Public Engagement

## FISCAL IMPACT

None.

**Attachments**

FY 2026 - 2027 Budget Calendar.pdf

# Fiscal Year 2026-2027 Budget Calendar

| Task/Milestone | Department | Due dates |
|---|---|---|
| Departments Begin Review of New User Fee Schedule | ADMIN/FINANCE / DEPTS. | 1/2026 |
| Department Goals Due to the City Manager | DEPTS./ADMIN. | 1/22/2026 |
| Begin Budget Presentation and Budget Book Design | ADMIN. | 1/12/2026 |
| Update Budget Coordinator List | FINANCE | 1/23/2026 |
| Annual City Council Goal and Priority Setting Workshop | ADMIN | 2/17/2026 |
| Review of City Council Budget Goals with Department Heads and Incorporate into Budget | ADMIN. | 2/18/2026 |
| Begin Transmittal letter | FINANCE | 2/18/2026 |
| 1st Estimate of Budget Revenues Entered | FINANCE | 2/23/2026 |
| Employee list with charge points/cost allocation, Equipment Rental Rates,<br>City Hall Rent and Liability Insurance Rates Released to Departments | FINANCE | 2/23/2026 |
| Update Budget Workshop Presentation from Last Year | FINANCE | 2/27/2026 |
| Citywide Operating and Capital budget modules setup | FINANCE | 3/2/2026 |
| Budget Training and Budget Materials/Documents Provided to Departments | FINANCE | 3/2-3/6/2026 |
| Proposed Position Requests submitted | DEPTS. | 3/9/2026 |
| Proposed Budget Expenditures Inputted in Budget System | DEPTS. | 3/16/2026 |
| Capital Projects and Equipment Request Submitted | DEPTS. | 3/16/2026 |
| Preliminary Review of Budget Requests and Expenditure Entries | FINANCE | 3/16/26-3/20/26 |
| Preliminary Budget to City Manager | FINANCE | 3/23/2026 |
| Departments Meeting with City Manager to Review Proposed Budget | DEPTS | 4/6/26-4/10/26 |
| Public Information Coordinator to Finalize Budget Workshop Presentation and Budget Book Design | DEPTS./ADMIN | 4/20/2026 |

**ATTACHMENT A**

| | | |
|---|---|---|
| Departments Sent Budget Workshop PowerPoint Presentation Template | FINANCE/ADMIN | 4/24/2026 |
| Adjustments made to the Budget after Finance Director meets with Department Heads | FINANCE | 4/13/26 – 4/17/26 |
| Determine how much of Capital Project funding will be expended by June 30, 2026, to establish beginning balance. | PUBLIC WORKS/FINANCE | 4/20/2026 |
| Capital Improvement Project (CIP) Budget & Project Description Summary for Budget Document Submitted to Finance | PUBLIC WORKS | 4/20/2026 |
| Departments notified of final tentative budget, and approved equipment and personnel requests. | FINANCE | Mid-May |
| Departments Update Budget Narrative in Digital Budget Book (explain 5+/- increase of summary), Accomplishments, and FY Goals (any changes from what was entered) | DEPTS. | End of May |

| Task/Milestone | Department | Due dates |
|---|---|---|
| Departments Update Budget Narrative after Final Decisions in Digital Budget Book (explain 5+/- increase of summary) and update Performance Measures and Accomplishments (if needed). | DEPTS. | End of June |
| Finalize Budget Book Pages (Introduction, Summary, Revenue, Expenditures, Appendices, Department Org. Charts) | FINANCE | End of June |
| 2nd Estimate of Budget Revenues Entered | FINANCE | 5/1/2026 |
| Departments Submit PowerPoint Slides for Presentation | DEPTS. | 5/14/2026 |
| **Task/Milestone** | **Department** | **Due dates** |
| City Council Budget Sub-Committee Review Session | FINANCE/ADMIN | 5/18/2026 |
| Finalize Items for Budget Workshop | FINANCE/ADMIN | 5/11/2026 |
| Budget Workshop in City Council Chambers | DEPTS. | 6/1/2026 |
| Finalize Items for Public Hearing (Budget and User Fee) | FINANCE / ADMIN / CLERK | 6/10/2026 |
| Submit Items to Downey Patriot for Public Hearing Notice | CLERK | 6/10/2026 |
| Final Budget and User Fee Schedule Approval (10 Day Public Notice) | | 6/23/2026 |

**ATTACHMENT A**

Item No. 15.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **JUDDY MONTENEGRO, INTERIM ASSISTANT TO THE CITY MANAGER** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **2026 CITY OF DOWNEY LEGISLATIVE PLATFORM** |

## EXECUTIVE SUMMARY

The City Council will consider adopting the 2026 Legislative Platform. The Legislative Platform serves as a document memorializing the City Council's agreement on priority issues and facilitating timely and direct responses during the legislative session. Additionally, the Legislative Platform includes a listing of approved priority funding requests when seeking Federal, State, and County funding opportunities.

## RECOMMENDATION

That the City Council:

1. Adopt the 2026 Legislative Platform; and,

2. Authorize the Mayor (or Mayor Pro Tem in the Mayor's absence) to sign policy and position letters within the guidelines of the platform.

## BACKGROUND

The City routinely participates in state and federal legislative processes, advocating for local control, fiscal stability, and regional funding opportunities, as well as in the rule-making and policy-setting process at the County and regional levels. This active legislative participation protects and promotes the City's interests on priority issues, legislation, and regulatory matters.

As part of each new legislative session, the City Council has adopted a Legislative Platform to memorialize the City Council's agreement on priority issues, facilitating timely and direct responses during the legislative session.

## ANALYSIS

Staff has prepared the attached 2026 Legislative Platform. The Legislative Platform continues to emphasize the City Council's agreement on priority issues, facilitating timely and direct responses during the legislative session. This year's Platform contains a few priority updates from the 2025 Platform including support of legislation that provides funding to address homelessness, affordable housing, Southeast Gateway Line, as well as support for comprehensive federal immigration reform. It also includes a section outlining priority funding requests of City projects, which include funding for the Columbia Memorial Space Center 2nd Building Expansion, Rio San Gabriel Park, as well as systemwide PFAS improvements. By including these requests in the Legislative Platform, it assists staff in narrowing its focus when seeking funding for City projects at various governmental levels and agencies. The outline of priority funding was organized based on City Council comments and previous funding cycle requests. The funding objectives are listed in priority order, starting with the most important. Staff can modify the priority funding list based on City Council direction.

It should be noted that the adoption of the Legislative Platform does not preclude City Council consideration of additional legislative matters arising throughout the year. The proposed platform is based upon existing City Council established goals and policies as outlined in the annual Goal Setting Workshop; various City plans; and the League of California Cities legislative priorities.

The guiding principles informing the 2026 Legislative Platform are as follows:

1) Preservation of Local Control

2) Promotion of Fiscal Stability

3) Support for Funding Opportunities

4) Non-interference in matters within the City's purview

During the legislative session, City staff, its Federal and State Lobbyists, and other legislative advocates closely monitor and provide updates on important legislative matters upon which the City has an established interest or stated position. When a legislative issue requires action, the City Manager's designee is authorized to prepare a position letter, in accordance with the legislative platform, for the Mayor's signature on behalf of the City. If there is an item not addressed in the adopted Legislative Platform, or additional discussion is necessary, the matter would go before the full City Council for direction. Additionally, meetings are organized with legislators and their representatives or other officials to discuss City issues, proposed legislation, or funding support such as grants or federal community projects (earmarks). It is recommended that the Mayor and Mayor Pro Tem, along with City staff attend these meetings to advocate on behalf of the needs of the City.

As reference, attached is the Legislative Calendar for 2026 for the State Assembly and State Senate with the listing of key legislative dates.

**CITY COUNCIL PRIORITIES**

Efficiency & Adaptability

**FISCAL IMPACT**

There is no fiscal impact.

**Attachments**

Attachment A: 2026 Legislative Platform

Attachment B: 2026 State Assembly - Legislative Session Calendar

Attachment C: 2026 State Senate - Legislative Session Calendar

# LEGISLATIVE PLATFORM

2026

City of Downey

## Purpose

The City routinely participates in the state and federal legislative process. This active legislative participation protects and promotes the City's interests on priority issues, legislation, and regulatory matters.

The Legislative Platform memorializes the Council's agreement on priority issues, facilitating timely and direct responses during the legislative session. The proposed platform is based upon existing City Council established goals and policies as outlined in the Annual Goal Setting Workshop; various City plans; and the League of California Cities legislative priorities

## Guiding Principles

1. Preservation of Local Control
2. Promotion of Fiscal Stability
3. Support of Local Funding Opportunities
4. Non-interference with responsibilities outside local government purview

# Legislative Platform

## Administrative and Government Operations

- Support measures that create or maintain local governmental authority and local control
- Support legislation that helps mitigate public disruptions at City Council meetings
- Support legislation that limits the exposure of local governments to lawsuits related to liability
- Support funding for regional projects in which the City is a participant or beneficiary, or from which the Gateway Cities region is a beneficiary
- Support legislation that increases local control and limits financial burdens related to employee relations and collective bargaining items that are more appropriately negotiated at the bargaining table
- Oppose legislation impeding local administration of labor relations or employee disputes
- Oppose measures that create or grant powers to federal, state or regional agencies which infringe on local authorities without local government consent
- Oppose measures that mandate burdensome procedures or processes without achieving substantial improvement for the public good
- Support comprehensive federal immigration reform that establishes a clear and lawful pathway to citizenship

## Community, Recreation and Cultural

- Support federal and state funding opportunities for cultural arts programs and art installations, libraries, science museums and preservation, restoration of artifacts, parks, recreation and human services, open space preservation and facility/infrastructure development/renewal
- Support legislation and funding for youth-related education, mental health, prevention and intervention programs, as well as initiatives that ensure accessible mental health services for all community members.
- Support legislation, partnerships and initiatives that further the development of additional park and open space in the City, particularly the South Rancho Sports Complex
- Support legislation that expands the use of the Federal E-Rate program and other free WIFI programs
- Support federal and state funding initiatives that promote STEM education for youth in the City and the region, including funding for education, capital projects, events, and library programs

## Housing, Homelessness, Community and Economic Development

- Support direct funding and incentives to cities to create regional and collaborative solutions to address homelessness
- Support legislation that secures continual funding to increase the supply and affordability of housing and resources to assist individuals at risk of – or already experiencing – homelessness while preserving local decision making
- Support legislation protecting existing resources, strengthen state and local partnerships to connect individuals with the care they need through coordinated care systems that provide access to wraparound services, including mental health and substance use treatment or other programs.
- Support legislation that provides additional funding and preserves local mitigation fee authority to ensure cities have sufficient resources to update local plans that reflect community input, improve and expand local infrastructure, address environmental impacts and deliver services to support new housing development
- Support legislation initiatives that provide for alternative economic development tools, including tax increment financing and property tax revenues from conversation of underutilized commercial lots to housing
- Support legislation that preserves, increases, and/or expands the use of the Community Development Block Grant (CDBG) program
- Support legislation that promotes the ability of cities to maintain and manage the public right-of-way and receive compensation for its use
- Support legislation that increase the number of jobs in key industry clusters
- Support legislation that enhances the City's efforts to retain existing businesses and attract new businesses
- Support legislation and funding initiatives that enable cities to purchase, develop, restore, and repurpose properties, including properties of historical significance, to preserve local heritage, enhance community amenities, support local economic development, and encourage diverse business opportunities
- Oppose legislation that seeks to address the inequitable allocation of property taxes to "No and Low" property tax cities
- Oppose legislation that seeks to convert the Regional Housing Needs Assessment process from a planning process to a production standard
- Oppose legislation and regulatory efforts that would restrict or eliminate the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites and telecommunications infrastructure

## Housing, Homelessness, Community and Economic Development

- Oppose legislation that would remove local control over permit and development procedures and standards, or legislation that is contrary to the City of Downey General Plan or local land-use policy
- Oppose legislation that imposes burdensome requirements on cities, undermines local control over land use and zoning decisions, and shifts significant administrative and financial responsibilities onto municipalities without adequate resources or flexibility to address community-specific needs

## Finance, Revenue and Taxation

- Support legislation that stabilizes local government financing, increases funding to local agencies, and permits the most cost-efficient management of state- mandated programs
- Support legislation that ensures the sustainability of public pension and retirement health benefits
- Oppose legislation that changes the sales or property tax collection method or formula that would result in less tax revenue to local governments
- Oppose legislation that threatens a local government's right to receive compensation for use of its public right of way.
- Oppose legislation that places the financial burden on cities to directly pay retirees and/or their beneficiaries disallowed retirement benefits using general fund dollars
- Oppose legislation to reduce or remove the tax-exempt status of municipal bonds
- Oppose legislation that imposes mandated costs for which there is no guarantee of local reimbursement or offsetting benefits
- Oppose any measure that mandates procedures that would make local governments more dependent upon the state for financial stability or that reduces local discretion in the use of local government revenues
- Oppose legislation that financially penalizes cities for not building housing
- Support legislation that preserves PEG funding to local governments
- Support legislation that preserves Local Prepaid Mobile Telephony Services collection fees to local governments
- Support legislation requiring State and Federal Government to provide full cost reimbursement to cities for mandated programs that impact revenues
- Support legislation that protects current local government revenue sources from being taken, confiscated, borrowed, diverted or otherwise used to fund state or federal government operations and responsibilities

## Finance, Revenue and Taxation

- Support efforts to reduce the fiscal impacts of Proposition 218 on cities
- Support legislation and funding for the preservation and enhancement of the City's ability to generate and retain sales and use tax, local point-of-sale allocations, and internet sales
- Support legislation to protect and preserve local control over locally-imposed taxes (such as hotel tax, franchise fees and utility user taxes)
- Support legislation and funding that preserves and enhances a positive business climate and grows the business tax base
- Oppose changes to property tax laws, formulas, or exemptions that would reduce local government revenues

## Public Safety

- Support legislation that provides funding and resources to cities to combat organized retail theft
- Support legislation that protects local control in the implementation of the 2016 voter-initiated Adult Use of Marijuana Act (AUMA)
- Support continued funding for Community Oriented Policing Services (COPS) program and Justice Assistance Grant (JAG) Program.
- Support legislation to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services and disaster preparedness
- Support legislation to grant state and federal funding to support staffing, training, equipment and capital improvements necessary to maintain public safety
- Support legislation that provides a greater share of, and increased latitude to spend, asset forfeiture funds
- Support legislation and funding to provide comprehensive, effective drug and alcohol education and rehabilitation programs, and prohibit the manufacture, import, sale and use of dangerous synthetic drugs
- Support legislation that pursues strategies and resources to address crime and its underlying causes, and aims to partner with all levels of government and diverse organizations to improve community safety through prevention and early intervention programming, workforce recruitment and retention, and improved re-entry services.

## Public Safety

- Support resources and the flexibility to provide navigation assistance, emergency shelters and permanent supportive housing and strengthen partnerships with stakeholders to ensure mental health, substance abuse treatment, and wraparound services are available for adults and youth at risk or already experiencing homelessness in our communities.
- Support legislation that provides additional tools and resources to address community challenges including domestic violence, ex-offender reentry and human trafficking
- Oppose legislation that weakens authority over local public safety responsibilities, including the issuance of concealed weapons permits, the provision of emergency medical services, and the enactment of locally- appropriate building and fire code standards
- Oppose legislation that expands early-release programs without additional, sustained funding for responsible supervision by parole agents and local agencies that provide post-release supervision
- Support legislation that improves community preparedness and resiliency to respond to climate-related, natural and man-made disasters
- Support legislation that provides for more drone regulation
- Support legislation that preserves the rights of local agencies to deliver emergency medical services

## Transportation, Water, Environment and Public Works

- Support restoration of Congressional member project requests
- Support legislation to provide funding for local roads and for traffic congestion relief projects in the I-5, I-605, I-710 and I-105 Corridors
- Support legislation, partnerships and initiatives that furthers the development and funding for the Southeast Gateway Line
- Support legislation that reduces traffic congestion and supports local and regional transportation programs that benefit the City, provides equitable amounts of state and federal funding for local and regional roads and highways, and facilitates timely construction of transportation projects
- Support legislation that protects existing transportation funding for local priorities
- Support continued federal funding for Safe Routes to Schools program
- Support legislation to provide funding for mitigation measures and projects that divert, filter or treat urban runoff, or projects that otherwise help achieve requirements of Watershed Management Plans to which the City is subject

## Transportation, Water, Environment and Public Works

- Support legislation that preserves local authority and flexibility in regulating solid waste and recycling; requires manufacturer or retailer responsibility for responsible recycling or disposal; and develops markets for recycled goods
- Support legislation providing additional funding for Broadband infrastructure in local communities
- Support legislation providing funding to address PFAS and well remediation
- Support initiatives that streamline the funding and timely appropriation for critical projects through Congressional appropriations and other federal funding sources, ensuring cities receive allocated funds promptly for essential improvements
- Oppose legislation that eliminates or restricts the use of transportation funding for local transportation projects
- Oppose legislation that imposes unreasonable or unfunded wastewater discharge and stormwater runoff requirements, water testing and treatment requirements
- Oppose legislation that interferes with a charter city's right to contract according to its adopted procedures, including mandates regarding contractor and subcontractor uniforms and signage; reductions in contract retention payment; and changes to the resolution of claims process.
- Oppose measures that provide minimal improvements in air or water quality while incurring excessive public costs for implementation
- Support programs that increase local control over the purchase and development of renewable energy resources, as an effective means of increasing consumer access to renewable energy at stable, competitive rates, and decreasing statewide greenhouse gas emissions.
- Support cities' exercise of the right to form or join existing Community Choice Aggregation (CCA) entities, as an effective method increasing local control over power supply.
- Support legislation and funding for rail safety projects, including grade separations, railway security enhancements, equitable zones, and related safety measures to protect communities and improve transportation infrastructure
- Support legislation and funding for the I-5, I-105, I-605 and I-710 Corridors to ensure local onramps and signage are well maintained

# 2026 Funding Request

## Priority One

| Project | Funding Request |
|---|---|
| Columbia Memorial Space Center 2nd Building Expansion | $21,000,000 |
| Rio San Gabriel Park Renovation | $8,000,000 |
| System-Wide Water Supply PFAS Treatment Improvements | $12,000,000 |
| Archiving Historical Artifacts at the Columbia Memorial Space Center & the Downey Historical Society | $4,500,000 |
| Furman Park Stormwater Capture and Infiltration | $8,700,000 |

# 2026 Funding Request

## Priority Two

| Project | Funding Request |
|---|---|
| Firestone Corridor Traffic Signal Improvements | $2,100,000 |
| System Traffic Signal Improvement Project | $2,100,000 |
| Florence Median Safety project | $525,000 |
| Major Intersection Capacity Enhancements | $5,000,000 |
| Heavy Rescue Apparatus | $1,200,000 |

# 2026 Funding Request

## Priority Three

| Project | Funding Request |
|---|---|
| EV Charging Infrastructure - Citywide | $2,000,000 |
| Fire Station 4 Damage Protective Measures | $75,000 |
| Modernization and Compliance at Downey Fire Department Training Facility | $250,000 |
| WIFI at all City Parks | TBD |

City of Downey

11111 Brookshire Avenue Downey, CA 90241 • www.downeyca.org • @cityofdowneyca

# 2026 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE ASSEMBLY CHIEF CLERK AND THE OFFICE OF THE SECRETARY OF THE SENATE

Revised 9-29-25

| JANUARY | | | | | | | |
|---|---|---|---|---|---|---|---|
| | S | M | T | W | TH | F | S |
| | | | | | 1 | 2 | 3 |
| Wk. 1 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Wk. 2 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| Wk. 3 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Wk. 4 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| FEBRUARY | | | | | | | |
|---|---|---|---|---|---|---|---|
| | S | M | T | W | TH | F | S |
| Wk. 1 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Wk. 2 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| Wk. 3 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| Wk. 4 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |

| MARCH | | | | | | | |
|---|---|---|---|---|---|---|---|
| | S | M | T | W | TH | F | S |
| Wk. 1 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Wk. 2 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| Wk. 3 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| Wk. 4 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| Spring Recess | 29 | 30 | 31 | | | | |

| APRIL | | | | | | | |
|---|---|---|---|---|---|---|---|
| | S | M | T | W | TH | F | S |
| Spring Recess | | | | 1 | 2 | 3 | 4 |
| Wk. 1 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Wk. 2 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| Wk. 3 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| Wk. 4 | 26 | 27 | 28 | 29 | 30 | | |

| MAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| | S | M | T | W | TH | F | S |
| Wk. 4 | | | | | | 1 | 2 |
| Wk. 1 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Wk. 2 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| Wk. 3 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| No hrgs. | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| Wk. 4 | 31 | | | | | | |

## DEADLINES

**Jan. 1** Statutes take effect (Art. IV, Sec. 8(c)).

**Jan. 5** Legislature reconvenes (J.R. 51(a)(4)).

**Jan. 10** Budget must be submitted by Governor (Art. IV, Sec. 12(a)).

**Jan. 16** Last day for **policy committees** to hear and report to fiscal committees **fiscal bills** introduced in their house in the odd-numbered year (J.R. 61(b)(1)).

**Jan. 19** Martin Luther King, Jr. Day observed.

**Jan. 23** Last day for any committee to hear and report to the **Floor** bills introduced in that house in the odd-numbered year. (J.R. 61(b)(2)).

Last day to submit **bill requests** to the Office of Legislative Counsel.

**Jan. 31** Last day for each house to pass bills introduced in that house in the odd-numbered year (Art. IV, Sec. 10(c), J.R. 61(b)(3)).

**Feb. 16** Presidents' Day observed.

**Feb. 20** Last day for bills to be **introduced** (J.R. 61(b)(4), J.R. 54(a)).

**Mar. 26** **Spring Recess** begins upon adjournment (J.R. 51(b)(1)).

**Mar. 30** Cesar Chavez Day observed.

**Apr. 6** Legislature reconvenes from Spring Recess (J.R. 51(b)(1)).

**Apr. 24** Last day for **policy committees** to hear and report to fiscal committees **fiscal bills** introduced in their house (J.R. 61(b)(5)).

**May 1** Last day for **policy committees** to hear and report to the Floor **nonfiscal bills** introduced in their house (J.R. 61(b)(6)).

**May 8** Last day for **policy committees** to meet prior to June 1 (J.R. 61(b)(7)).

**May 15** Last day for **fiscal committees** to hear and report to the **Floor** bills introduced in their house (J.R. 61 (b)(8)).

Last day for **fiscal committees** to meet prior to June 1 (J.R. 61 (b)(9)).

**May 25** Memorial Day observed.

**May 26-29** **Floor Session only**. No committee may meet for any purpose except for Rules Committee, bills referred pursuant to Assembly Rule 77.2, and Conference Committees (J.R. 61(b)(10)).

**May 29** Last day for each house to pass bills introduced in that house (J.R. 61(b)(11)).

* Holiday schedule subject to final approval by Rules Committee.



OVER

# 2026 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE ASSEMBLY CHIEF CLERK AND THE OFFICE OF THE SECRETARY OF THE SENATE

Revised 9-29-25

| JUNE | | | | | | | |
|---|---|---|---|---|---|---|---|
| | S | M | T | W | TH | F | S |
| Wk. 4 | | 1 | 2 | 3 | 4 | 5 | 6 |
| Wk. 1 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| Wk. 2 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| Wk. 3 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| Wk. 4 | 28 | 29 | 30 | | | | |

**June 1** Committee meetings may resume (J.R. 61(b)(12)).

**June 15** Budget Bill must be passed by midnight (Art. IV, Sec. 12(c)(3)).

**June 25** Last day for a legislative measure to qualify for the Nov. 3 General Election ballot (Elections Code Sec. 9040).

| JULY | | | | | | | |
|---|---|---|---|---|---|---|---|
| | S | M | T | W | TH | F | S |
| Wk. 4 | | | | 1 | 2 | 3 | 4 |
| Summer Recess | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Summer Recess | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| Summer Recess | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| Summer Recess | 26 | 27 | 28 | 29 | 30 | 31 | |

**July 2** Last day for **policy committees** to meet and report bills (J.R. 61(b)(13)).

**Summer Recess** begins upon adjournment, provided Budget Bill has been passed (J.R. 51(b)(2)).

**July 3** Independence Day observed.

| AUGUST | | | | | | | |
|---|---|---|---|---|---|---|---|
| | S | M | T | W | TH | F | S |
| Summer Recess | | | | | | | 1 |
| Wk. 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Wk. 2 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| No Hrgs. | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| No Hrgs. | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| No Hrgs. | 30 | 31 | | | | | |

**Aug. 3** Legislature reconvenes from **Summer Recess** (J.R. 51(b)(2)).

**Aug. 14** Last day for **fiscal committees** to meet and report bills (J.R. 61(b)(14)).

**Aug. 17-31 Floor Session only**. No committee may meet for any purpose except Rules Committee, bills referred pursuant to Assembly Rule 77.2, and Conference Committees (J.R. 61(b)(15)).

**Aug. 21** Last day to **amend** bills on the Floor (J.R. 61(b)(16)).

**Aug. 31** Last day for each house to pass bills (Art. IV, Sec 10(c), J.R. 61(b)(17)).

**Final Recess** begins upon adjournment (J.R. 51(b)(3)).

## IMPORTANT DATES OCCURRING DURING INTERIM RECESS

**2026**

Sept. 30 Last day for Governor to sign or veto bills passed by the Legislature before Sept. 1 and in the Governor's possession on or after Sept. 1 (Art. IV, Sec. 10(b)(2)).

Oct. 2 Bills enacted on or before this date take effect January 1, 2027. (Art. IV, Sec. 8(c)).

Nov. 3 General Election.

Nov. 30 Adjournment *sine die* at midnight (Art. IV, Sec. 3(a)).

Dec. 7 2027-28 Regular Session convenes for Organizational Session at 12 noon. (Art. IV, Sec. 3(a)).

**2027**

Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).

*Holiday schedule subject to final approval by Rules Committee.

# 2026 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE AND THE OFFICE OF THE ASSEMBLY CHIEF CLERK

Revised September 29, 2025

**JANUARY**

| S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**FEBRUARY**

| S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |

**MARCH**

| S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

**APRIL**

| S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|
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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

**MAY**

| S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

*Holiday schedule subject to Senate Rules committee approval.

## DEADLINES

**Jan. 1** Statutes take effect (Art. IV, Sec. 8(c)).

**Jan. 5** **Legislature reconvenes** (J.R. 51(a)(4)).

**Jan. 10** Budget must be submitted by Governor (Art. IV, Sec. 12 (a)).

**Jan. 16** Last day for **policy committees** to hear and report to fiscal committees **fiscal bills** introduced in their house in the odd-numbered year (J.R. 61(b)(1)).

**Jan. 19** Martin Luther King, Jr. Day.

**Jan. 23** Last day for any committee to hear and report to the **Floor** bills introduced in that house in the odd-numbered year (J.R. 61(b)(2)). Last day to **submit bill requests** to the Office of Legislative Counsel.

**Jan. 31** Last day for each house **to pass bills introduced** in that house in the odd-numbered year (Art. IV, Sec. 10(c)), (J.R. 61(b)(3)).

**Feb. 16** Presidents' Day.

**Feb. 20** Last day for bills to be **introduced** (J.R. 61(b)(4)), (J.R. 54(a)).

**Mar. 26** **Spring Recess** begins upon adjournment (J.R. 51(b)(1)).

**Mar. 30** Cesar Chavez Day observed.

**Apr. 6** Legislature reconvenes from **Spring Recess** (J.R. 51(b)(1)).

**Apr. 24** Last day for **policy committees** to hear and report to fiscal committees **fiscal bills** introduced in their house (J.R. 61(b)(5)).

**May 1** Last day for **policy committees** to hear and report to the Floor **non-fiscal bills** introduced in their house (J.R. 61(b)(6)).

**May 8** Last day for **policy committees** to meet prior to June 1 (J.R. 61(b)(7)).

**May 15** Last day for **fiscal committees** to hear and report to the Floor bills introduced in their house (J.R. 61 (b)(8)). Last day for **fiscal committees** to meet prior to June 1 (J.R. 61 (b)(9)).

**May 25** Memorial Day.

**May 26 – 29 Floor Session only**. No committees, other than conference or Rules committees, may meet for any purpose (J.R. 61(b)(10)).

**May 29** Last day for each house to pass bills introduced in that house (J.R. 61(b)(11)).

# 2026 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE AND THE OFFICE OF THE ASSEMBLY CHIEF CLERK

Revised September 29, 2025

| JUNE | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | TH | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| JULY | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | TH | F | S |
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| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| AUGUST | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | TH | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**June 1** Committee meetings may resume (J.R. 61(b)(12)).

**June 15** Budget Bill must be passed by **midnight** (Art. IV, Sec. 12(c)(3)).

**June 25** Last day for a legislative measure to qualify for the Nov. 3 General Election ballot (Elections Code Sec. 9040).

**July 2** Last day for **policy committees** to meet and report bills (J.R. 61(b)(13)). **Summer Recess** begins upon adjournment of session, provided Budget Bill has passed (J.R. 51(b)(2)).

**July 3** Independence Day observed.

**Aug. 3** Legislature reconvenes from **Summer Recess** (J.R. 51(b)(2)).

**Aug. 14** Last day for **fiscal committees** to meet and report bills to the Floor (J.R. 61(b)(14)).

**Aug. 17 – 31** **Floor Session only**. No committee, other than conference and Rules committees, may meet for any purpose (J.R. 61(b)(15)).

**Aug. 21** Last day to **amend** on the Floor (J.R. 61(b)(16)).

**Aug. 31** Last day for **each house to pass bills** (Art. IV, Sec. 10(c)), (J.R. 61(b)(17)). **Final recess** begins upon adjournment. (J.R. 51(b)(3)).

*Holiday schedule subject to Senate Rules committee approval.

## IMPORTANT DATES OCCURRING DURING FINAL RECESS

**2026**

Sept. 30 Last day for Governor to sign or veto bills passed by the Legislature before Sept. 1 and in the Governor's possession on or after Sept. 1 (Art. IV, Sec. 10(b)(2)).

Nov. 3 General Election.

Nov. 30 Adjournment *sine die* at midnight (Art. IV, Sec. 3(a)).

Dec. 7 12 Noon convening of the 2027-28 Regular Session (Art. IV, Sec. 3(a)).

**2027**

Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).

Item No. 16.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **JASON CHACON, DIRECTOR OF PARKS & RECREATION** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **AUTHORIZATION OF A STREET CLOSURE REQUEST - 14TH ANNUAL 5K FOR THE TRUE LASTING CONNECTIONS FAMILY RESOURCE CENTER EVENT** |

## EXECUTIVE SUMMARY

The City Council will consider approving a street closure request for the 14th Annual 5k for the True Lasting Connections Family Resource Center (TLC) event. True Lasting Connections Family Resource Center is a department within the Downey Unified School District. TLC provides health and human services and other resources for Downey Unified School District students. The 5k event serves as the biggest fundraiser for the True Lasting Connections Family Resource Center. The City of Downey and True Lasting Connections Family Resource Center have partnered together for the past thirteen years to bring this event to the community. The 5k is scheduled to be held from 8:00 a.m. - 10:30 a.m. on Saturday, February 28, 2026, and will feature a vendor booth area, community stage, cheer squads from Downey High School, and music provided by a DJ.

## RECOMMENDATION

That the City Council:

Authorize the following street closures for the Annual 5k for the True Lasting Connections Family Resource Center event scheduled for Saturday, February 28, 2026, for the following streets:

- Rives Avenue between Hondo Street and Leeds; and,
- Quill Drive between Old River School Road and Morning Avenue, on Richeon Avenue between Quill Drive and Hondo Street.

## BACKGROUND

True Lasting Connections Family Resource Center is a department within the Downey Unified School District. They provide health and human services and resources for Downey Unified School District students. Their mission is to create a True Lasting Connection between the Downey community and the families of the Downey Unified School District to ensure healthy and successful futures for students. The True Lasting Connections Family Resource Center exists solely on charitable contributions and foundation grants. The City of Downey along with True Lasting Connections Family Resource Center (TLC) and the Downey Unified School District have collaborated for thirteen years to host the TLC 5K, their biggest fundraiser of the year.

The program grows in popularity and has consistently over 700 runners annually. In addition to community engagement, the event offers City partners and nonprofit organizations the opportunity to be a part of the 5k by participating in the outreach fair component. Partners who are scheduled to participate this year include; PIH Hospital, Rancho Los Amigos Rehabilitation Center, Financial Partners, The Rotary Club, Downey Los Amigos Kiwanis, and Kiwanis Club of Downey and the Downey Rose Float Association.

The 5k will begin at 8:00 a.m. and will include use of the trail at Apollo Park, roadways on Rives Avenue, Quill Drive, and Everest Street on the Rancho Los Amigos campus. Staff has received approval from Rancho Los Amigos Rehabilitation Center to use Everest Street as part of the route as well as the use of their parking lots of public parking purposes.

**ANALYSIS**

For the TLC 5k event, staff recommends closing vehicular access for the following locations, which are also depicted on the attach map.

- Rives between Hondo Street and Leeds; and
- Quill Drive between Old River School Road and Morning Avenue, on Richeon Avenue between Quill Drive and Hondo Street.

The proposed closures will begin on Saturday, February 28, 2026, from 5:00 a.m. until 10:30 a.m. The proposed closures will be in effect to allow staff time for set-up, breakdown, and clean-up. Public Works staff will be responsible for setting up road closures on the morning of Saturday, February 28th. Hard closures will be placed at Old Rivers School Road and Quill Drive, Quill Drive and Hondo Street, Quill Drive at Rives Avenue on the north and south sides, and Quill Drive before Morning Avenue. City vehicles and Parks & Recreation staff will be placed at all hard closures.

**CITY COUNCIL PRIORITIES**

Public Engagement

**FISCAL IMPACT**

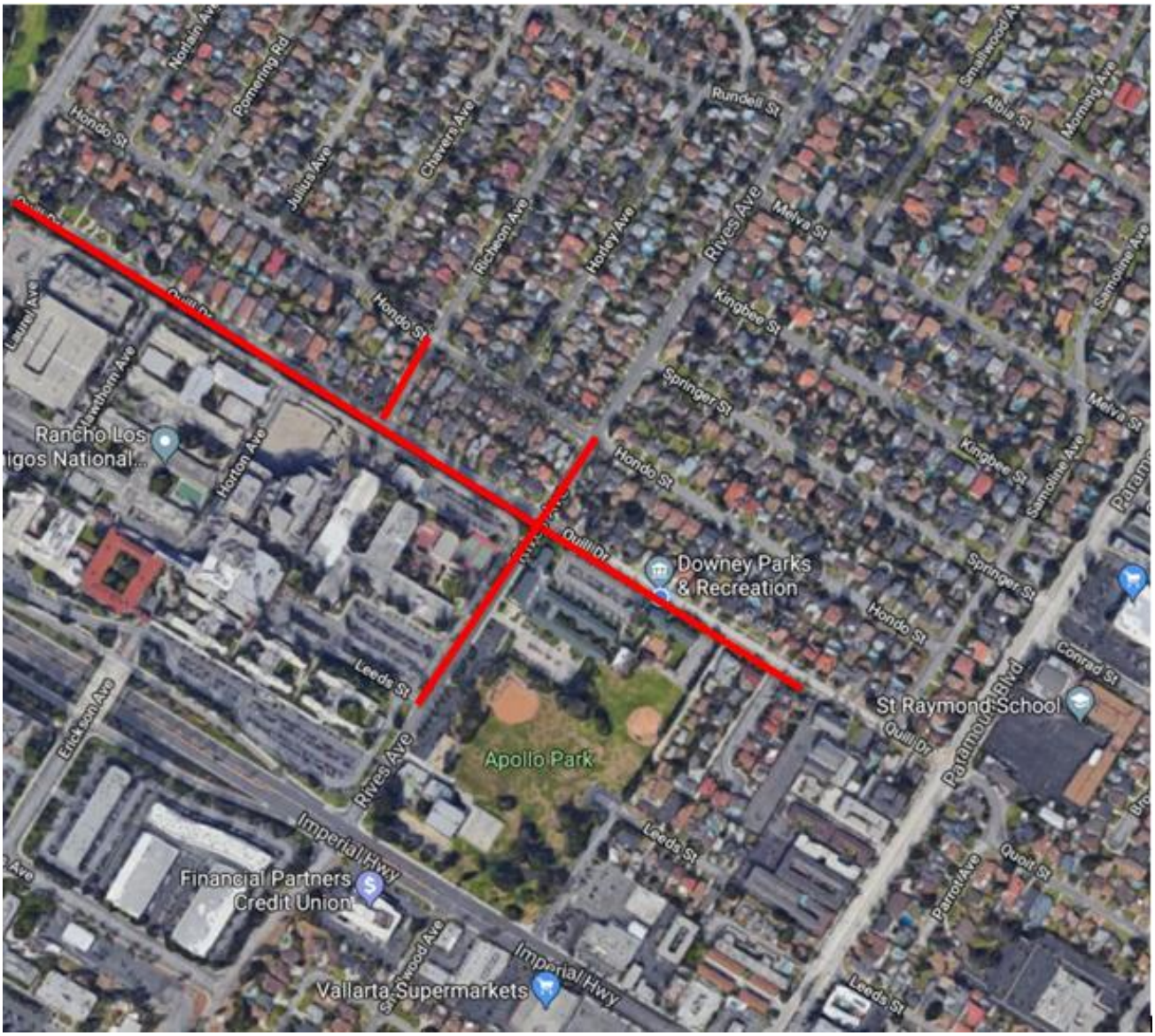
Approval of the recommended action will result in an expenditure of approximately $1,600 from the Downtown Events Fund, Account No. 10-4-4322 as previously approved in the Fiscal Year 2025-2026 operating budget.

**Attachments**

ATTACHMENT A- Road Closures.pdf

**ATTACHMENT A**

**PROPOSED STREET CLOSURES**
**Saturday, February 28, 2026**



Item No. 17.

| | |
|---|---|
| **TO:** | **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **FROM:** | **OFFICE OF THE CITY MANAGER** |
| **BY:** | **JUDDY MONTENEGRO, INTERIM ASSISTANT TO THE CITY MANAGER** |
| **DATE:** | **JANUARY 27, 2026** |
| **SUBJECT:** | **DISCUSSION REGARDING A CAT SPAY AND NEUTER REBATE PROGRAM** |

## EXECUTIVE SUMMARY

The City Council will receive an update from staff regarding SEAACA's Cat Spay and Neuter Programs, as well as SEAACA's current financial position to continue expanding such programs. Cat spay and neuter programs provide affordable or free sterilization surgeries (spaying for females, neutering for males) to control pet overpopulation, reduce shelter intake, improve cat health, and decrease nuisance behaviors

## RECOMMENDATION

That the City Council:

Receive an update regarding SEAACA's Cat Spay and Neuter Programs and consider staff's recommendation to have SEAACA continue and expand its Cat spay and neuter programs based on recent information gathered from SEAACA.

## BACKGROUND

At the Fiscal Year 2025-26 City Budget Workshop held on June 3, 2025, Council Member Pemberton requested that staff look into the creation of a Cat Spay and Neuter Rebate program to assist residents with veterinary costs associated with these procedures.

On September 9, 2025, during a regularly scheduled City Council meeting, staff presented its findings based on information gathered from similar programs offered by surrounding cities, and asked for the Council's direction on the creation of a City cat spay and neuter program, which included a one-time appropriation of up to $20,000 from the General Fund-Fund Balance. Following staff's presentation, the City Council took no action on the item and requested that staff evaluate the programs SEAACA is currently offering to the public.

## ANALYSIS

Per the Council's direction, staff contacted SEAACA, and it shared that it has multiple spay and neuter services programs underway. Those programs with data from SEAACA are provided below. Staff is still waiting to receive data on two of the mentioned programs.

1. No Cost Spay/Neuter Clinic (Partner: Michelson Found Animals) - September 20, 21, and 22, 2025

- Downey Data:
  - Dog Spay: 10
  - Dog Neuter: 6
  - Cat Spay: 15
  - Cat Neuter: 9

  Total: 40 (18% of total surgeries)

2. Low Cost Spay/Neuter Services (Partner: Good Mobile) - October 9 and October 30, 2025

- Data Pending

3. No Cost Spay/Neuter Clinic (Partner: Michelson Found Animals) - December 6, 7, and 8, 2025

- Data Pending

4. Big Meow and Big Wolf Programs - Relaunched December 2025

SEAACA relaunched their Big Meow and Big Woof programs in December 2025. These are low-cost spay and neuter programs that were previously suspended. The program aims to reduce pet overpopulation by providing affordable sterilization, vaccines, and microchipping for owned, community, or rescued cats. The program is available to residents within SEAACA's service area, which includes Downey. Staff will be requesting data for these programs to determine how many Downey residents have applied.

It is our understanding that while the Big Meow and Big Wolf Programs are now operating, SEAACA plans to continue securing partnerships for No Cost Spay and Neuter Programs.

In addition to SEAACA, the City shares information on other related services offered to the community by other local agencies via its social media platforms. For example, the City recently re-posted an upcoming event, "Vet @ The Park," promoted by Supervisor Janice Hahn, which offered free services such as vaccines, microchips and pet food. While this is not Cat Spay and Neuter Program, these types of services are also included in Cat Spay and Neuter Programs.

It should be noted that staff has not received any phone calls, emails, or Downey Connect requests regarding this topic.

**SEAACA Funding**

In 1976, the City of Downey entered into a joint powers agreement, creating SEAACA with other partner agencies, for the purpose of providing animal control services. SEAACA provides animal control services for fourteen (14) cities in the southeast Los Angeles County and northwest Orange County. As part of this agreement, the City provides annual funding to SEAACA for these services. Below is a table indicating the amount of funding SEAACA has received from the City over the last few years:

| Budget FY 2021-22 | Budget FY 2022-23 | Budget FY 2023-24 | Budget FY 2024-25 | Budget FY 2025-26 |
|---|---|---|---|---|
| $631,000 | $667,000 | $896,000 | $950,000 | $1.1 million |

It is important to note that SEAACA's fund balance as of June 30, 2025 was approximately $11 million, putting their reserves at over 100%. It is estimated their fund balance will be close to $15 million as of December 31, 2025. To put this into perspective, the City's reserve balance policy is at 35% and the Government Finance Officers Association (GFOA) states that a minimum balance should be two (2) months of an agency's operations; this amounts to approximately 17%.

Based on the information provided in this report, staff believes that a prudent route for creating a Cat Spay and Neuter Program would be to request that SEAACA make these types of programs an ongoing priority by allocating monies every budget from its own funds. City funds could be used to offset these services, but the City does provide a significant financial contribution annually to SEAACA, and a large portion of the existing SEAACA fund balance is from City provided revenues. Therefore, Staff believes that initially SEAACA could fund these programs from its own resources, before the City would need to provide additional funds. SEAACA has available funds and these types of programs fall under its purview.

If the City Council agrees with the recommended approach, City staff can work with the new Executive Director of SEAACA to ensure this service is a priority and that there is ongoing funding for these programs.

**CITY COUNCIL PRIORITIES**

Fiscal Responsibility
Efficiency & Adaptability

**FISCAL IMPACT**

There is no fiscal impact.