Tuesday, June 23, 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
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 - OPEN SESSION - 6:30 P.M.

ROLL CALL

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

INVOCATION

Pastor Michael Gutierrez, Redeemer Covenant Church.

FLAG SALUTE

Girl Scouts 7273

PRESENTATIONS

1. Mayor's Legacy Award to Constanza Pachon, The Whole Child.

2. Mayor's Champion Award to Stay Arts.

3. Proclamation for the Commemoration of America's 250th Anniversary.

4. Proclamation in honor of the United States Army's 251st Birthday.

PUBLIC HEARINGS

1. ORDINANCES AMENDING CHAPTER 5 (“FIREWORKS”) OF ARTICLE III (“PUBLIC SAFETY”) OF THE DOWNEY MUNICIPAL CODE TO HOLD PROPERTY OWNERS AND RESPONSIBLE PERSONS ACCOUNTABLE FOR UNLAWFUL FIREWORKS USED OR FOUND ON THEIR PROPERTY AND TO PROVIDE FOR THE RECOVERY OF EMERGENCY RESPONSE COSTS

That the City Council:

1. Adopt an Urgency Ordinance No. 26-1545, amending Chapter 5 (“Fireworks”) of Article III (“Public Safety”) of the Downey Municipal Code to hold property owners and responsible persons accountable for unlawful fireworks used or found on their property and to provide for the recovery of emergency response costs; and,

2. Introduce an Ordinance amending Chapter 5 (“Fireworks”) of Article III (“Public Safety”) of the Downey Municipal Code to hold property owners and responsible persons accountable for unlawful fireworks used or found on their property and to provide for the recovery of emergency response costs.

2. ADOPTION OF THE PROPOSED BUDGET FOR THE 2026-2027 FISCAL YEAR

That the City Council:

1. Conduct a Public Hearing considering the adoption of the City’s Fiscal Year 2026-2027 Annual Budget and Appropriations Limit (GANN Limit); and,

2. Adopt Resolution No. 26-8362, adopting the Fiscal Year 2026-2027 Budget and Annual Appropriations Limit (GANN Limit).

3. ADOPTION OF RESOLUTION ADJUSTING THE CITYWIDE USER FEES SCHEDULE FOR FISCAL YEAR 2026-2027

That the City Council:

1. Conduct a Public Hearing; and,

2. Adopt Resolution No. 26-8363, adjusting the Citywide Uniform Schedule of Fees for Fiscal Year 2026-2027.

4. ADOPTION OF A RESOLUTION FOR THE PLACEMENT OF DELINQUENT SOLID WASTE CHARGES ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL

That the City Council:

1. Conduct a public hearing confirming and adopting the annual report for the placement of delinquent solid waste charges on the Los Angeles County tax roll; and,

2. Adopt Resolution No. 26-8364, which directs the City Clerk to file the annual report prior to August 10, 2026 with the Los Angeles County Registrar-Recorder and request that the Los Angeles County Tax Collector record a lien against the parcels as a special assessment on the property tax bills.

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.

5. APPROVAL OF WARRANTS ISSUED

Warrant Nos. 399814-4002733 (City) and 148-149 (CMSC); Payroll Wire Nos. 30004711, 30004719, 30004722-30004723, 30004725; EFT Nos. 16083-16153 (City) and 50030-50040 (CMSC); Manual Wire Nos. 2838 - 2840; and, Cashier's Check Nos. 9121 0-91214, in the total amount of $6,220,933.61.

6. **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CHAMBERS GROUP, INC. FOR ENVIRONMENTAL SERVICES AND A PROFESSIONAL SERVICES AGREEMENT WITH G3 QUALITY, INC. FOR SPECIAL INSPECTION SERVICES FOR THE INSPIRATION SHUTTLE EXHIBIT AND EDUCATION BUILDING, CAPITAL IMPROVEMENT PROJECT NO. 21-18**

That the City Council:

1. Award a professional services agreement to Chambers Group, Inc. for Environmental Services in the amount of $25,121;

2. Authorize the City Manager, or his designee, to execute the Professional Services Agreement with Chambers Group, Inc. for Environmental Services in the amount of $25,121, including any non-substantive extensions, change orders, purchase orders, and amendments as deemed necessary;

3. Award a professional services agreement to G3 Quality, Inc. for Special Inspection Services in the amount of $149,734; and,

4. Authorize the City Manager, or his designee, to execute the Professional Services Agreement with G3 Quality, Inc. for Special Inspection Services in the amount of $149,734, including any non-substantive extensions, change orders, purchase orders, and amendments as deemed necessary.

7. **APPROVAL OF CONSTRUCTION CONTRACT FOR THE PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 22-10**

That the City Council:

1. Award a contract to Elecnor Belco Electric, Inc., the lowest responsive and responsible bidder in the amount of $297,028 for the Pedestrian Crossing Safety Enhancements Project, CIP No. 22-10;

2. Appropriate $76,425 in additional Federal Highway Safety Improvement Program (HSIP) Grant Funds in Account No. 26-1-6828;

3. Transfer $43,592 in Measure R Local Return Funds from Account No. 56-1-6454 to Account No. 56-1-6828; and,

4. Authorize the City Manager, or his designee, to execute the Construction Contract with Elecnor Belco Electric, Inc. including any non-substantive extensions, change orders, purchase orders, and amendments up to the authorized budget amount of $474,578.

8. APPROVAL OF PURCHASE OF WATER MATERIALS FOR PUBLIC WORKS UTILITIES OPERATIONS

That the City Council:

1, Approve a purchase order with Ferguson Waterworks for water materials for a total amount of $117,550; and,

2. Approve a purchase order with S&J Supply Company, Inc. for water materials for a total amount of $210,834.

9. APPROVAL OF EMERGENCY HVAC REPAIRS AT THE DOWNEY THEATRE

That the City Council:

1. Ratify the City Manager's authorization of the emergency repair work for the HVAC Thermo Cor compressor pumps completed by ATC; and,

2. Authorize the City Manager to sign the purchase order for emergency repair work done by ATC at the Theater in the amount of $144,212.

10. SERVICE RENEWAL AGREEMENT BETWEEN DIGITAL EMS SOLUTIONS, INC. AND THE CITY OF DOWNEY FOR ELECTRONIC PATIENT CARE REPORTING

That the City Council:

1. Approve the Digital EMS Subscription Agreement, with Digital EMS Solutions, Inc., for electronic patient care reporting for three (3), one (1) year terms beginning on July 1, 2026, for a total contract amount of $145,454 ($48,484 per year); and,

2. Authorize the City Manager, or his designee, to execute the Digital EMS Subscription Agreement.

11. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR RANCHO LOS AMIGOS AFFORDABLE HOUSING ADVISORY SERVICES

That the City Council:

1. Approve the Professional Services Agreement with Kosmont & Associates, Inc. for Rancho Los Amigos Affordable Housing Advisory Services for a total contract amount of $40,000; and,

2. Authorize the City Manager, or his designee, to execute the agreement with Kosmont & Associates, Inc., including any non-substantive extensions and/or amendments.

12. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR DOWNEY LANDING REAL ESTATE ADVISORY SERVICES

That the City Council:

1. Approve the Professional Services Agreement with Kosmont & Associates, Inc. for Downey Landing Real Estate Advisory Services for a total contract amount of $20,000; and,

2. Authorize the City Manager, or his designee, to execute the agreement with Kosmont & Associates, Inc., including any non-substantive extensions and/or amendments.

13. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR RANCHO LOS AMIGOS ECONOMIC FEASIBILITY SERVICES

That the City Council:

1. Approve the Professional Services Agreement with Kosmont & Associates, Inc. for Rancho Los Amigos Economic Feasibility Services for a total contract amount of $35,000; and,

2. Authorize the City Manager, or his designee, to execute the agreement with Kosmont & Associates, Inc., including any non-substantive extensions and/or amendments.

14. APPROVAL OF THE MASTER DEVELOPMENT FUNDING AGREEMENT BETWEEN THE CITY OF DOWNEY, ANDREWS RANCHO DEL NORTE, ANDREWS RANCHO DEL SUR, BCH HOLDINGS LLC (DOWNEY NISSAN), AND COSTCO WHOLESALE CORPORATION

That the City Council:

1. Approve the Master Development Funding Agreement between the City of Downey, Andrews Rancho del Norte, Andrews Rancho del Sur, BCH Holdings, LLC (Downey Nissan), and Costco Wholesale Corporation;

2. Appropriate $10,500,000 from the General Fund Reserve per the Agreement; and,

3. Authorize the City Manager to execute the Agreement and all related documents necessary to implement its provisions.

15. ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY POLICE MANAGEMENT ASSOCIATION

That the City Council:

Adopt Resolution No. 26-8365, approving the Memorandum of Understanding between the City of Downey and the Downey Police Management Association (DPMA) (July 1, 2026 – June 30, 2030).

16. ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION

That the City Council:

Adopt Resolution No. 26-8366, approving the Memorandum of Understanding between the City of Downey and the Downey Public Safety Auxiliary Association (DPSAA) (April 1, 2026 – March 31, 2030).

17. ENGINEER'S REPORT FOR ASSESSMENTS WITHIN LIGHTING AND LANDSCAPING ASSESSMENT DISTRICT 121 FOR FISCAL YEAR 2026-2027 AND SETTING DATE OF PUBLIC HEARING FOR THE ADOPTION OF THE ANNUAL LEVY

That the City Council:

1. Adopt Resolution No. 26-8367, approving the Engineer’s Report for Assessments within the Lighting and Landscaping District, Assessment District 121, for Fiscal Year 2026-2027; and,

2. Adopt Resolution No. 26-8368, declaring its intention to Levy and Collect Lighting and Landscaping Assessments within the Lighting and Landscaping District, Assessment District 121, for Fiscal Year 2026-2027; and setting a Public Hearing for July 28, 2026 on the proposed assessments.

18. ADOPTION OF RESOLUTION REGARDING 2026 SB 1205 MANDATED FIRE/LIFE SAFETY INSPECTION COMPLIANCE REPORT

That the City Council:

Adopt Resolution No. 26-8369, acknowledging receipt of a report made by the Fire Chief of the Downey Fire Department regarding the annual inspections of certain occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

19. RESOLUTION APPROVING THE CITY OF DOWNEY SENATE BILL 79 TRANSIT ORIENTED DEVELOPMENT ALTERNATIVE PLAN, AND AUTHORIZING SUBMISSION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

That the City Council:

1. Adopt Resolution No. 26-8370, adopting a local Transit-Oriented Development Alternative Plan pursuant to Government Code Section 65912.161;

2. Find that the Transit-Oriented Development Alternative Plan represents the City's preferred approach for accommodating existing and future housing capacity and transit-supportive development;

3. Authorize submission of the Transit-Oriented Development Alternative Plan to the California Department of Housing and Community Development for review pursuant to Senate Bill 79; and,

4. Authorize the Community Development Director to prepare and provide any supplemental information to the California Department of Housing and Community Development to facilitate its review of Downey's Transit-Oriented Development Alternative Plan.

20. APPROVAL OF A STREET CLOSURE APPLICATION REQUEST BY DOWNEY FOUNDATION FOR INDEPENDENT JOURNALISM FOR THE FINAL MATCH WATCH PARTY EVENT

That the City Council:

Approve a street closure for the Final Match Watch Party, which will occur at Downey Avenue and 3rd Street between the following intersections:

- Downey Avenue from 2nd Street to 4th Street
- 3rd Street @ New Street
- 3rd Street to end of south parking lot entrance of US Bank

ADMINISTRATIVE REPORTS

21. COMPENSATION ADJUSTMENT FOR CITY MANAGER

That the City Council:

Approve a compensation adjustment for City Manager, Roger Bradley, in accordance with the employment agreement adopted December 10, 2024.

22. ADOPTION OF SALARY AND BENEFITS RESOLUTION FOR EXECUTIVE MANAGEMENT, MIDDLE MANAGEMENT AND CONFIDENTIAL/EXEMPT POSITIONS

That the City Council:

Adopt Resolution No. 26-8371, establishing the salary and benefits payable to employees in classifications designated as Executive Management, Middle Management and Confidential/Exempt.

23. APPROVAL OF TALENT FEES & FEE WAIVER REQUEST FOR RENTAL AND LABOR COSTS FOR THE "EL GRITO DE INDEPENDENCIA" SHOW AT THE DOWNEY THEATRE

That the City Council:

Approve fee waivers up to $12,000 for rental and labor costs for the "El Grito de Independencia" show at the Downey Theatre and up to $10,000 for talent fees for performance groups.

24. DISCUSSION REGARDING AMENDING THE CITY'S HOTEL USERS' TAX (TRANSIENT OCCUPANCY TAX)

That the City Council:

Discuss amending the City's Hotel Users' Tax and provide staff with direction.

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

CITY MANAGER/STAFF MEMBER COMMENTS

ADJOURNMENT

In memory of the eight crew members killed in a B-52 Stratofortress crash at Edwards Air Force Base in California: Col. Gregory Watson, 53, Air Force Reservist and Boeing Weapons Systems Officer; Lt. Col. Gabriel Estrella, 40, Weapons Systems Officer; Maj. Alexander Davis, 34, Weapons Systems Officer; Maj. Robert Dee, 40, Pilot; Maj. Brad Hovey, 35, Pilot; Retired Lt. Col. Miles Middleton, 50, Boeing Pilot; Jeromy Smith, 32, Dept. of Defense Civilian Flight Test Engineer; and, Christopher Rischar, 41, Flight Test Engineer.

FUTURE COUNCIL REQUESTED ITEMS

1. Traffic Study for crosswalks by Furman Park - (D. Pemberton)
2. Conduct a survey of traffic signs and stop signs along Brookshire Ave. - (H. Ortiz)
3. Research adding crosswalk on Florence Ave. between Arrington Ave. and Vultee St. - (C. Frometa)
4. Evaluate road conditions on Stewart & Gray Rd. from Garfield Ave. - (H. Sosa)
5. Research expanding City school zone designation to include City parks - (H. Ortiz)
6. Research adding nitrous oxide and kratom to the Tobacco Ordinance and banning the sell in smoke shops - (H. Ortiz)
7. Review parking options around CMSC due to 2nd building expansion - (H. Ortiz)
8. Discuss policy regarding naming a City facility after a person who has served the City in an exceptional and distinguished manner – (M. Trujillo)
9. Evaluate aesthetic improvements in the right of way along Vista del Rosa between Stoakes and Brookshire – (M. Trujillo)
10. Conduct traffic study on Old River School Rd between Adwen St and Rives Ave. – (H. Sosa)
11. Provide Social Media information about the City's street infrastructure rehabilitation work since 2021 – (C. Frometa)

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

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

Date Posted: June 19, 2026

Item No. 1.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JAMES ECKART, CITY PROSECUTOR** **JOHN M. FUNK, CITY ATTORNEY** **SCOTT LOUGHNER, POLICE CHIEF**
DATE:	**JUNE 23, 2026**
SUBJECT:	**ORDINANCES AMENDING CHAPTER 5 ("FIREWORKS") OF ARTICLE III ("PUBLIC SAFETY") OF THE DOWNEY MUNICIPAL CODE TO HOLD PROPERTY OWNERS AND RESPONSIBLE PERSONS ACCOUNTABLE FOR UNLAWFUL FIREWORKS USED OR FOUND ON THEIR PROPERTY AND TO PROVIDE FOR THE RECOVERY OF EMERGENCY RESPONSE COSTS**

EXECUTIVE SUMMARY

The City Council will consider the adoption of an Urgency Ordinance that would hold responsible owners, tenants, and occupants of real property, as well as persons who otherwise organize or promote gatherings, where fireworks are unlawfully stored or discharged, for the unlawful possession or discharge of those fireworks. The Urgency Ordinance also would prohibit persons from being spectators of unlawful discharges of fireworks due to the increased threat to public peace, health, safety, and welfare. Lastly, the Urgency Ordinance would authorize the City to recover for emergency responses relating to the unlawful possession, storage, and/or discharge of fireworks.

The City Council will also introduce an Ordinance, similar to the Urgency Ordinance, that would hold responsible owners, tenants, and occupants of real property, as well as persons who otherwise organize or promote gatherings, where fireworks are unlawfully stored or discharged, for the unlawful possession or discharge of those fireworks. The Urgency Ordinance also would prohibit persons from being spectators of unlawful discharges of fireworks due to the increased threat to public peace, health, safety, and welfare. Lastly, the Urgency Ordinance would authorize the City to recover for emergency responses relating to the unlawful possession, storage, and/or discharge of fireworks.

RECOMMENDATION

That the City Council:

1. Adopt an Urgency Ordinance No. 26-1545, amending Chapter 5 ("Fireworks") of Article III ("Public Safety") of the Downey Municipal Code to hold property owners and responsible persons accountable for unlawful fireworks used or found on their property and to provide for the recovery of emergency response costs; and,

2. Introduce an Ordinance amending Chapter 5 ("Fireworks") of Article III ("Public Safety") of the Downey Municipal Code to hold property owners and responsible persons accountable for unlawful fireworks used or found on their property and to provide for the recovery of emergency response costs.

BACKGROUND

The State of California prohibits the possession, sale, transportation, and discharge of dangerous fireworks throughout the State, however, authorizes local jurisdictions to either prohibit or allow the sale and discharge of those fireworks designated as safe and sane by the State Fire Marshal.

Since at least 1999, in an effort to balance the ability of the community to celebrate the independence of the United States with the need to safeguard the peace, health, safety, and welfare of the public, the City of Downey has allowed the discharge of safe and sane fireworks only on July 4th during specified hours on private property. Unfortunately, despite these regulations, the unlawful discharge of both safe and sane as well as dangerous fireworks during prohibited days and/or on public rights-of-way has increased over the years.

Since 2007, the City has utilized the administrative citation process in an effort to both deter unlawful fireworks-related activities as well as to punish those persons who violate the City's laws regulating fireworks. Although this enforcement effort – along with annual campaigns to educate the public about the dangers of fireworks and the applicable laws - has proven successful in deterring unlawful fireworks activities, the Police Department continues to expend tremendous resources on investigating and enforcing violations of the City's fireworks regulations.

As part of the City's "zero tolerance" approach to unlawful discharges of fireworks that threaten the public peace, health, safety, and welfare, the City Council has increased the administrative fines imposed for the first offense of an unlawful discharge from $1,000 to $4,000 (with increased fines for 2nd or greater offenses within a 36-month period).

ANALYSIS

Despite the City's educational and enforcement efforts, the Police Department continues to expend tremendous efforts combating the unlawful discharge of fireworks. Efforts to identify and issue an administrative citation to the person unlawfully discharging fireworks is often hindered as a result of large gatherings of spectators attracted to the unlawful discharge of fireworks, who, in turn, instigate, promote, or otherwise encourage the unlawful discharge of additional fireworks.

Owners, tenants, and other persons in possession or control of private property routinely fail to adequately supervise gatherings at their property where fireworks are discharged or to take sufficient action to prevent the unlawful discharge of fireworks at their property or adjacent public rights-of-way.

The proposed Ordinances would prohibit "Social Hosts" – inclusive of property owners, tenants, and persons who host gatherings on private property, from causing, allowing, or failing to prevent the unlawful possession, storage, sale, or discharge of fireworks on their property or adjacent public rights-of-way. The proposed Ordinance would also impose a strict liability upon Social Hosts to ensure that these individuals adequately supervise gatherings at properties under their ownership or control and/or to take sufficient action to prevent the unlawful discharge of fireworks

The proposed Ordinances would acknowledge the good faith efforts made by Social Hosts to prohibit unlawful fireworks activities at their property, actively supervise gatherings at their property, and report unlawful fireworks activities that occur at their property to the Police Department or Fire Department. In certain circumstances, such efforts would exempt Social Hosts from liability/culpability.

In a further effort to decrease the illegal discharge of fireworks, the proposed Ordinances would prohibit persons from being Spectators of the unlawful discharge of fireworks. In this regard, a Spectator would be limited to persons who are within two hundred feet of the fireworks discharge for the purpose of viewing, observing, watching, or witnessing the fireworks discharge – and would obviously exclude persons who are not present for that purpose.

Under the proposed Ordinances, the fines imposed upon Social Hosts and Spectators would be the same as the fines applicable to the individual(s) unlawful possessing or discharging the fireworks, unless the City Council adopts a resolution setting a different fine.

Lastly, the proposed Ordinances would authorize the City to recover those costs incurred as a result of the Police Department, Fire Department, and/or other emergency service personnel responding to incidents involving the unlawful possession, storage, and/or discharge of fireworks. Emergency response costs that would be subject to recovery including, but would not be limited to, salaries and benefits of responding personnel, equipment usage or damage, medical treatment for injured responders, and disposal of seized fireworks. The inclusion of this cost-recovery mechanism ensures that extraordinary expenses resulting from illegal fireworks can be recouped, rather than be borne by the City's general fund or taxpayers.

Each of these new regulations are specifically proposed in the City's continuing efforts to promote public peace, health, safety, and welfare by deterring the illegal and unsafe possession, storage, and discharge of fireworks.

Pursuant to Sections 511 and 514 of the Downey City Charter, the Urgency Ordinance would need to be passed by the affirmative vote of at least four (4) members of the City Council – and would become effective immediately, in time for this year's Independence Day celebrations.

CITY COUNCIL PRIORITIES

Quality of Life, Safety, & Infrastructure

FISCAL IMPACT

The fiscal impact of the proposed Ordinances would be minimal (resulting from the need to identify property owners), but would be offset by any fines recovered by the City for these offenses, as well as by any emergency cost recovery efforts.

Attachments

Attachment A: Ordinance No. 26-1545 - Urgency Amendment to Chap 5 of Article III of DMC.pdf
Attachment B: Intro Ordinance Fireworks Host.pdf

ORDINANCE NO. 26-1545

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY AMENDING CHAPTER 5 ("FIREWORKS") OF ARTICLE III ("PUBLIC SAFETY") OF THE DOWNEY MUNICIPAL CODE TO HOLD PROPERTY OWNERS AND RESPONSIBLE PERSONS ACCOUNTABLE FOR UNLAWFUL FIREWORKS USED OR FOUND ON THEIR PROPERTY AND TO PROVIDE FOR THE RECOVERY OF EMERGENCY RESPONSE COSTS

WHEREAS, Section 7 of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, California Government Code Section 38771 provides that legislative bodies of cities may declare what constitutes a nuisance; and,

WHEREAS, the State of California has enacted the "State Fireworks Law" (California Health & Safety Code, Division 11, Part 2), which, in part, regulates the manufacturing, storage, transportation, sale, possession, and discharge of both "Dangerous Fireworks" and "Safe and Sane Fireworks" – while explicitly allowing cities and/or counties the ability to regulate or prohibit the sale, use, and/or discharge of all fireworks within the city and/or county; and,

WHEREAS, the State Fireworks Law further authorizes local jurisdictions to prohibit the possession of dangerous fireworks in the amount of 25 pounds or less (subject to a civil/administrative fine); and,

WHEREAS, the City of Downey recognizes that all fireworks, including those designated as "Safe and Sane", create potential hazards to the public's health, safety and general welfare; and,

WHEREAS, Chapter 5 ("Fireworks") of Article III ("Public Safety") of the Downey Municipal Code regulates the possession, sale, use, and discharge of fireworks (both dangerous and safe-and-sane); and,

WHEREAS, the City of Downey has a substantial interest in promoting compliance with the local, State, and Federal laws intended to safeguard the members of the community – especially protecting children from being influenced by the misconduct of adults; and,

WHEREAS, the possession, sale, use, and/or discharge of fireworks in violation of local, State, and Federal laws is a threat to the public health, safety, and quiet enjoyment of residential properties and the general welfare; and,

WHEREAS, the City of Downey has made substantial efforts to enforce the law regulating and/or prohibiting the possession, sale, use, and/or discharge of fireworks; yet, despite these efforts, the illegal use of fireworks in the City during celebratory events such as New Year's Eve, Independence Day (4th of July), or championships obtained by local professional sporting teams remains a serious problem in the City, contributing significantly to the incidents of fires and personal injuries – which could include burns, loss of limbs, and/or death; and,

WHEREAS, the unlawful possession, sale, use, and/or discharge of fireworks often occurs on private real properties where the owner, tenant, or other persons in possession or control of the real property know or should reasonably know of the unlawful conduct, or where they are otherwise causing, allowing, permitting, suffering, promoting, or instigating the unlawful possession, sale, use, and/or discharge of fireworks; and,

WHEREAS, the unlawful discharge of fireworks – especially those fireworks classified as Dangerous Fireworks by the State Fire Marshal, tend to attract large groups of Spectators who, in turn, instigate, promote, and/or encourages an environment that fuels the unlawful discharge of additional fireworks; and,

WHEREAS, the presence and/or gathering of Spectators at public and private properties where unlawful discharges of fireworks occur threatens the peace, health, and safety of the public, often interferes with pedestrian and/or vehicular traffic, and could interfere with or impede investigations by the Downey Police Department and/or Fire Department into the unlawful possession, storage, or discharge of fireworks; and,

WHEREAS, property owners, tenants, and other responsible persons have failed to take sufficient action to prevent the occurrence or reoccurrence of gatherings, where others were invited and allowed to possess, use, and/or discharge fireworks on private property or immediately adjacent public property in violation of applicable laws; and,

WHEREAS, the lack of control by owners, tenants, or other responsible persons of gatherings on private property where the unlawful possession, sale, use, and/or discharge is occurring is determined to be a public nuisance and a threat to the peace, health, safety, and/or general welfare of the public; and,

WHEREAS, responses to unlawful fireworks activity by the Downey Police Department, Downey Fire Department, and other emergency response personnel have resulted in a disproportionate expenditure of public safety resources and tax dollars; and,

WHEREAS owners, tenants, and other persons who allow gatherings on real property where the unlawful possession, sale, use, and/or discharge of fireworks is occurring are more likely to supervise or to stop such gatherings if held strictly responsible for the illegal actions of the gatherings that occur on the real property or the immediately adjacent public right-of-way; and,

WHEREAS, in accordance with Downey City Charter Sections 511 and 514, the City Council of the City of Downey finds that this Urgency Ordinance is enacted for, and reasonable and necessary for, the immediate preservation and protection of the public peace, health, safety, and welfare by imposing a prohibition upon persons being knowing Spectators at unlawful fireworks discharges, as well as imposing strict liability on Social Hosts where unlawful fireworks activities occur, before the upcoming Independence Day – when most unlawful fireworks activities within the City of Downey occur; and,

WHEREAS, pursuant to Downey City Charter Sections 511 and 514, if passed by the affirmative votes of at least four (4) members of the City Council, this Urgency Ordinance will become effective immediately.

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

SECTION 1. Section 3501 (“Definitions”) of Chapter 5 (“Fireworks”) of Article III (“Public Safety”) of the Downey Municipal Code is hereby amended to read in its entirety as follows:

§ 3501 DEFINITIONS.

For the purpose of this chapter, the most current adopted California Health and Safety Code (Sections **12500** through **12534**) will define the terms used unless the context clearly requires

otherwise or unless otherwise defined herein.

A. "Social Host" shall mean:

1. Any owner of private property;

2. Any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; and/or,

3. Any person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering of two or more people on public or private property.

A "Social Host" does not include any government entity, including, but not limited to, a City, school district, and/or political subdivision.

B. "Spectator" shall mean any person who is within two hundred feet (200') of a fireworks discharge for the purpose of viewing, observing, watching, or witnessing the fireworks discharge.

SECTION 2. Section 3507 ("Social Host and Spectator Liability") of Chapter 5 ("Fireworks") of Article III ("Public Safety") of the Downey Municipal Code is hereby amended to read in its entirety as follows:

§ 3507 SOCIAL HOST AND SPECTATOR LIABILITY.

A. **Prohibition.**

1. **Social Host.** It is unlawful and a public nuisance for any Social Host to cause, allow, permit, suffer, or otherwise fail to prevent the unlawful possession, storage, sale, use, ignition, display, or discharge of fireworks on the Social Host's property, an immediately adjacent public or private street or sidewalk, or any other immediately adjacent public right-of-way.

2. **Spectator.** It is unlawful and a public nuisance for any person to be knowingly present as a Spectator during an unlawful discharge of fireworks.

B. **Strict Liability**. Social Hosts shall be strictly liable for any offense under this Section and, as such, the Social Host need not be present at the time of, nor have prior knowledge of, the unlawful possession, storage, sale, use, ignition, display, or discharge of fireworks.

C. **Exemptions**. The prohibitions under this Section shall not apply to:

1. A Social Host who initiates contact with the Police Department or Fire Department to report the unlawful conduct and, thereafter, assists in terminating the gathering and/or the unlawful conduct in order to comply with this Chapter, if the request for assistance is made before any other person contacts the Police Department or Fire Department about the violation of this Section.

2. Any owner of private real property who affirmatively demonstrates that, at the time of the violation:

a) The real property was subject to a lease or rental agreement to another person, and the property owner has provided sufficient information to law enforcement to identity and to contact the renter/lessee or other responsible party;

b) The owner was not present at the real property; and,

c) The owner had no prior knowledge (actual or constructive) of the violation.

i) The owner shall be deemed to have had prior constructive knowledge of the violation unless the owner demonstrates that the owner took all reasonable steps to prevent the unlawful conduct – including, but not limited to, explicitly prohibiting the unlawful possession, use, and/or discharge of fireworks in any lease or rental agreement; ensuring active supervision of any gatherings at the real property and intervening if any unlawful fireworks activities occur; and contacting the Downey Police Department and/or Fire Department prior to any response by law enforcement, fire officials, or other emergency response service regarding unlawful fireworks activities at the real property.

3. Any person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract when the possession, storage, sale, use, ignition, or discharge of fireworks occurs in a common area of the property, and:

a) The person did not organize, supervise, or accept responsibility for the gathering at which the unlawful conduct occurs;

b) The person did not cause, permit, allow, facilitate, promote, or instigate the unlawful conduct; or,

c) The person was not a Spectator at the unlawful discharge of the fireworks.

4. Instances where the possession, storage, sale, use, ignition, or discharge of fireworks adheres to applicable local, State, and Federal laws.

D. **Administrative Fine**. In any instance where the City elects to issue an administrative citation (pursuant to Article I, Chapter 4 of this Code) to a Social Host or Spectator, the amount of the fine shall be the same as that set by City Council Resolution for the unlawful conduct for which the person was a Social Host or Spectator, unless set otherwise by City Council Resolution.

SECTION 3. Section 3515 ("Recovery of Emergency Response Costs") of Chapter 5 ("Fireworks") of Article III ("Public Safety") of the Downey Municipal Code is hereby added to read as follows:

§ 3515 RECOVERY OF EMERGENCY RESPONSE COSTS.

A. In addition to any fines or penalties which may otherwise be applicable for violations of this Chapter, the City shall be entitled to recover from any person found to be in violation of any provision of this Chapter, the City's full Emergency Response Costs.

B. For purposes of this Section, Emergency Response Costs shall mean those reasonable and necessary costs directly incurred by the City for responding to incidents involving the unlawful possession, storage, and/or discharge of fireworks and shall include the cost of providing police, fire, and/or other emergency response services at the scene, including, but not limited to:

1. Salaries and benefits of law enforcement and/or emergency service personnel for the full amount of time responding to, remaining at, or otherwise addressing such unlawful conduct, and the administrative costs attributable to such responses;

2. The cost of any medical treatment to or for any law enforcement or emergency service personnel while responding to, remaining at, or leaving the scene;

3. The cost of the use of any City equipment used in responding to, remaining at, or leaving the scene of any unlawful possession, storage, sale, use, ignition, or discharge of fireworks; and,

4. The cost of repaying any City equipment or property damaged while responding to, remaining at, or leaving the scene of any unlawful possession, storage, sale, use, ignition, or discharge of fireworks.

C. A criminal conviction is not required for establishing a person's responsibility for Emergency Response Costs.

D. The City Manager is authorized to promulgate Rules and Regulations for the administrative assessment and collection of Emergency Response Costs. Such Rules and Regulations shall, at a minimum, require that the responsible party be provided with an accounting of the Emergency Response Costs the City is seeking, and an opportunity to challenge the assessment.

E. Nothing in this Section shall limit or restrict the City from obtaining restitution or reimbursement for Emergency Response Costs in any administrative, civil, or criminal proceeding as otherwise allowed by law.

SECTION 4. 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 5. **URGENCY**. The City Council finds and declares that this Urgency Ordinance is required for the immediate preservation and protection of the public peace, health, safety, and welfare for the reasons set forth above.

SECTION 6. This Urgency Ordinance is adopted pursuant to Downey City Charter Sections 511 and 514 and shall become effective immediately upon its adoption by at least four (4) affirmative votes of the members of the City Council.

SECTION 7. 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 23rd day of June, 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)
CITY OF DOWNEY)

I HEREBY CERTIFY that the foregoing Urgency Ordinance No. 26-1545, was adopted at a Regular meeting of the City Council of the City of Downey held on the 23rd day of June, 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 Urgency Ordinance No. 26-1545, was published in the Downey Patriot, a newspaper of general circulation in the City of Downey, on June 11, 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-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY AMENDING CHAPTER 5 ("FIREWORKS") OF ARTICLE III ("PUBLIC SAFETY") OF THE DOWNEY MUNICIPAL CODE TO HOLD PROPERTY OWNERS AND RESPONSIBLE PERSONS ACCOUNTABLE FOR UNLAWFUL FIREWORKS USED OR FOUND ON THEIR PROPERTY AND TO PROVIDE FOR THE RECOVERY OF EMERGENCY RESPONSE COSTS

WHEREAS, Section 7 of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, California Government Code Section 38771 provides that legislative bodies of cities may declare what constitutes a nuisance; and,

WHEREAS, the State of California has enacted the "State Fireworks Law" (California Health & Safety Code, Division 11, Part 2), which, in part, regulates the manufacturing, storage, transportation, sale, possession, and discharge of both "Dangerous Fireworks" and "Safe and Sane Fireworks" – while explicitly allowing cities and/or counties the ability to regulate or prohibit the sale, use, and/or discharge of all fireworks within the city and/or county; and,

WHEREAS, the State Fireworks Law further authorizes local jurisdictions to prohibit the possession of dangerous fireworks in the amount of 25 pounds or less (subject to a civil/administrative fine); and,

WHEREAS, the City of Downey recognizes that all fireworks, including those designated as "Safe and Sane", create potential hazards to the public's health, safety and general welfare; and,

WHEREAS, Chapter 5 ("Fireworks") of Article III ("Public Safety") of the Downey Municipal Code regulates the possession, sale, use, and discharge of fireworks (both dangerous and safe-and-sane); and,

WHEREAS, the City of Downey has a substantial interest in promoting compliance with the local, State, and Federal laws intended to safeguard the members of the community – especially protecting children from being influenced by the misconduct of adults; and,

WHEREAS, the possession, sale, use, and/or discharge of fireworks in violation of local, State, and Federal laws is a threat to the public health, safety, and quiet enjoyment of residential properties and the general welfare; and,

WHEREAS, the City of Downey has made substantial efforts to enforce the law regulating and/or prohibiting the possession, sale, use, and/or discharge of fireworks; yet, despite these efforts, the illegal use of fireworks in the City during celebratory events such as New Year's Eve, Independence Day (4th of July), or championships obtained by local professional sporting teams remains a serious problem in the City, contributing significantly to the incidents of fires and personal injuries – which could include burns, loss of limbs, and/or death; and,

WHEREAS, the unlawful possession, sale, use, and/or discharge of fireworks often occurs on private real properties where the owner, tenant, or other persons in possession or control of the real property know or should reasonably know of the unlawful conduct, or where they are otherwise causing, allowing, permitting, suffering, promoting, or instigating the unlawful possession, sale, use, and/or discharge of fireworks; and,

WHEREAS, the unlawful discharge of fireworks – especially those fireworks classified as Dangerous Fireworks by the State Fire Marshal, tend to attract large groups of Spectators who, in turn, instigate, promote, and/or encourages an environment that fuels the unlawful discharge of additional fireworks; and,

WHEREAS, the presence and/or gathering of Spectators at public and private properties where unlawful discharges of fireworks occur threatens the peace, health, and safety of the public, often interferes with pedestrian and/or vehicular traffic, and could interfere with or impede investigations by the Downey Police Department and/or Fire Department into the unlawful possession, storage, or discharge of fireworks; and,

WHEREAS, property owners, tenants, and other responsible persons have failed to take sufficient action to prevent the occurrence or reoccurrence of gatherings, where others were invited and allowed to possess, use, and/or discharge fireworks on private property or immediately adjacent public property in violation of applicable laws; and,

WHEREAS, the lack of control by owners, tenants, or other responsible persons of gatherings on private property where the unlawful possession, sale, use, and/or discharge is occurring is determined to be a public nuisance and a threat to the peace, health, safety, and/or general welfare of the public; and,

WHEREAS, responses to unlawful fireworks activity by the Downey Police Department, Downey Fire Department, and other emergency response personnel have resulted in a disproportionate expenditure of public safety resources and tax dollars; and,

WHEREAS owners, tenants, and other persons who allow gatherings on real property where the unlawful possession, sale, use, and/or discharge of fireworks is occurring are more likely to supervise or to stop such gatherings if held strictly responsible for the illegal actions of the gatherings that occur on the real property or the immediately adjacent public right-of-way.

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

SECTION 1. Section 3501 ("Definitions") of Chapter 5 ("Fireworks") of Article III ("Public Safety") of the Downey Municipal Code is hereby amended to read in its entirety as follows:

§ 3501 DEFINITIONS.

For the purpose of this chapter, the most current adopted California Health and Safety Code (Sections **12500** through **12534**) will define the terms used unless the context clearly requires otherwise or unless otherwise defined herein.

A. "Social Host" shall mean:

1. Any owner of private property;

2. Any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; and/or,

3. Any person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering of two or more people on public or private property.

A "Social Host" does not include any government entity, including, but not limited to, a City, school district, and/or political subdivision.

B. "Spectator" shall mean any person who is within two hundred feet (200') of a fireworks discharge for the purpose of viewing, observing, watching, or witnessing the fireworks discharge.

SECTION 2. Section 3507 ("Social Host and Spectator Liability") of Chapter 5 ("Fireworks") of Article III ("Public Safety") of the Downey Municipal Code is hereby amended to read in its entirety as follows:

§ 3507 SOCIAL HOST AND SPECTATOR LIABILITY.

A. **Prohibition.**

1. **Social Host.** It is unlawful and a public nuisance for any Social Host to cause, allow, permit, suffer, or otherwise fail to prevent the unlawful possession, storage, sale, use, ignition, display, or discharge of fireworks on the Social Host's property, an immediately adjacent public or private street or sidewalk, or any other immediately adjacent public right-of-way.

2. **Spectator.** It is unlawful and a public nuisance for any person to be knowingly present as a Spectator during an unlawful discharge of fireworks.

B. **Strict Liability**. Social Hosts shall be strictly liable for any offense under this Section and, as such, the Social Host need not be present at the time of, nor have prior knowledge of, the unlawful possession, storage, sale, use, ignition, display, or discharge of fireworks.

C. **Exemptions**. The prohibitions under this Section shall not apply to:

1. A Social Host who initiates contact with the Police Department or Fire Department to report the unlawful conduct and, thereafter, assists in terminating the gathering and/or the unlawful conduct in order to comply with this Chapter, if the request for assistance is made before any other person contacts the Police Department or Fire Department about the violation of this Section.

2. Any owner of private real property who affirmatively demonstrates that, at the time of the violation:

a) The real property was subject to a lease or rental agreement to another person, and the property owner has provided sufficient information to law enforcement to identity and to contact the renter/lessee or other responsible party;

b) The owner was not present at the real property; and,

c) The owner had no prior knowledge (actual or constructive) of the violation.

i) The owner shall be deemed to have had prior constructive knowledge of the violation unless the owner demonstrates that the owner took all reasonable steps to prevent the unlawful conduct – including, but not limited to, explicitly prohibiting the unlawful possession, use, and/or discharge of fireworks in any lease or rental agreement; ensuring active supervision of any gatherings at the real property and intervening if any unlawful fireworks activities occur; and contacting the Downey Police Department and/or Fire Department prior to any response by law enforcement, fire officials, or other emergency response service regarding unlawful fireworks activities at the real property.

3. Any person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract when the possession, storage, sale, use, ignition, or discharge of fireworks occurs in a common area of the property, and:

a) The person did not organize, supervise, or accept responsibility for the gathering at which the unlawful conduct occurs;

b) The person did not cause, permit, allow, facilitate, promote, or instigate the unlawful conduct; or,

c) The person was not a Spectator at the unlawful discharge of the fireworks.

4. Instances where the possession, storage, sale, use, ignition, or discharge of fireworks adheres to applicable local, State, and Federal laws.

D. **Administrative Fine**. In any instance where the City elects to issue an administrative citation (pursuant to Article I, Chapter 4 of this Code) to a Social Host or Spectator, the amount of the fine shall be the same as that set by City Council Resolution for the unlawful conduct for which the person was a Social Host or Spectator, unless set otherwise by City Council Resolution.

SECTION 3. Section 3515 (“Recovery of Emergency Response Costs”) of Chapter 5 (“Fireworks”) of Article III (“Public Safety”) of the Downey Municipal Code is hereby added to read as follows:

§ 3515 RECOVERY OF EMERGENCY RESPONSE COSTS.

A. In addition to any fines or penalties which may otherwise be applicable for violations of this Chapter, the City shall be entitled to recover from any person found to be in violation of any provision of this Chapter, the City’s full Emergency Response Costs.

B. For purposes of this Section, Emergency Response Costs shall mean those reasonable and necessary costs directly incurred by the City for responding to incidents involving the unlawful possession, storage, and/or discharge of fireworks and shall include the cost of providing police, fire, and/or other emergency response services at the scene, including, but not limited to:

1. Salaries and benefits of law enforcement and/or emergency service personnel for the full amount of time responding to, remaining at, or otherwise addressing such unlawful conduct, and the administrative costs attributable to such responses;

2. The cost of any medical treatment to or for any law enforcement or emergency service personnel while responding to, remaining at, or leaving the scene;

3. The cost of the use of any City equipment used in responding to, remaining at, or leaving the scene of any unlawful possession, storage, sale, use, ignition, or discharge of fireworks;

4. The cost of repaying any City equipment or property damaged while responding to, remaining at, or leaving the scene of any unlawful possession, storage, sale, use, ignition, or discharge of fireworks; and,

5. Any costs associated with the disposal of any fireworks seized and/or removed from the location.

C. A criminal conviction is not required for establishing a person's responsibility for Emergency Response Costs.

D. The City Manager is authorized to promulgate Rules and Regulations for the administrative assessment and collection of Emergency Response Costs. Such Rules and Regulations shall, at a minimum, require that the responsible party be provided with an accounting of the Emergency Response Costs the City is seeking, and an opportunity to challenge the assessment.

E. Nothing in this Section shall limit or restrict the City from obtaining restitution or reimbursement for Emergency Response Costs in any administrative, civil, or criminal proceeding as otherwise allowed by law.

SECTION 4. 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. **EFFECTIVE DATE**. This Ordinance shall take effect thirty days after its adoption.

SECTION 7. 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)
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 9th day of June, 2026, and adopted at a Regular meeting of the City Council of the City of Downey held on the ___ day of _____, 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-_____, was published in the Downey Patriot, a newspaper of general circulation in the City of Downey, on _____, 2026 (before introduction), and on _____, 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

Item No. 2.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**MARLON RAMIREZ, INTERIM ASSISTANT FINANCE DIRECTOR**
DATE:	**JUNE 23, 2026**
SUBJECT:	**ADOPTION OF THE PROPOSED BUDGET FOR THE 2026-2027 FISCAL YEAR**

EXECUTIVE SUMMARY

The City Council will hold a public hearing and, after concluding the hearing, adopt the Fiscal Year (FY) 2026-2027 Annual Budget, GANN Limit, and personnel additions and changes as specified in the attached Resolution No. 26-8362, and Exhibit A of the Resolution.

RECOMMENDATION

That the City Council:

1. Conduct a Public Hearing considering the adoption of the City's Fiscal Year 2026-2027 Annual Budget and Appropriations Limit (GANN Limit); and,

2. Adopt Resolution No. 26-8362, adopting the Fiscal Year 2026-2027 Budget and Annual Appropriations Limit (GANN Limit).

BACKGROUND

The Charter of the City of Downey requires adoption of the annual budget on or before June 30 of each fiscal year. In accordance with the annual budget cycle, the City's budget process began in the beginning of the calendar year with the annual City Council goals-setting workshop. In keeping with the City Council five-overarching priorities and fiscal year budget goals, the process was continued with the development of the budget through budget meetings between department heads and executive leadership, City Council Budget Subcommittee, City Council Budget Workshop, and publishing of public notice of a hearing to adopt the budget for the upcoming fiscal year. The City Council Goal Setting Workshop was held on March 10, 2026, and provided valuable input to inform priorities for the upcoming budget preparation along with a review and status update of the Downey Forward - 2030 Strategic Plan.

The City conducted a budget study session on June 1, 2026. During the study session, the overall Citywide budget, General Fund budget, and the addition of 4 full-time positions, elimination of 2 full-time positions, and the reclassification of 3 positions were discussed. One of the new positions is funded by Measure R, one is funded by the Columbia Memorial Space Center fund, and two are funded by the General Fund. Additionally, each department presented details about their budget, their accomplishments, and their upcoming fiscal year's goals. Additionally, the City Council asked staff to evaluate a few City Council budget items for the Council to consider at the Budget Hearing, which include funding for a Spay and Neuter Program, adding Wi-Fi in the Downtown, Funding for security cameras in all City parks, extending Library hours to include Sundays, adding lighting for City all City artwork, additional Janitorial service at City parks, and pursuing the All-America City award.

ANALYSIS

The total proposed annual operating budget is $335,022,076 and includes the cost of personnel, operations, materials, supplies, capital equipment, capital improvement projects, and transfers to other funds. This reflects an increase from the previously proposed amount of $327,100,599 presented at the City Council Budget Workshop on June 1, 2026, primarily due to the carryover of Capital Improvement Program (CIP) project budgets for which the associated expenditures did not occur in the current fiscal year and will instead be available in the next fiscal year. The total also includes an additional $500,000 to Measure D to accommodate Council's request to install security cameras at all City parks. These adjustments apply to the special revenue and capital project funds, while the General Fund portion of the budget remains unchanged. The proposed General Fund portion of the budget is $122,068,714 in operating expenditures and based upon estimated General Fund revenues of $122,141,977. The City's basic services, including police, fire, public works, parks and recreation, library services, community development, and administrative services (such as executive leadership, human resources, and financial services), are all funded by the General Fund.

The City Council's five strategic priorities and the Downey Forward – 2030 Strategic Plan were integral in the development of the annual budget goals and objectives. These goals and objectives became the foundation for the budgetary proposals. The attached budget transmittal letter provides a more detailed overview of the proposed FY 2026-2027 budget.

Consistent with the priorities of the City Council and the operating needs of the City, the proposed budget includes four new positions, two position eliminations, and three reclassifications, with two additional Information Technology positions having been eliminated earlier in the fiscal year. Taken together, these changes result in a net-zero number of full-time positions compared to Fiscal Year 2025–2026. The specifics of those personnel changes are listed within the attached resolution. The attached resolution also contains the GANN limit information required to adopt the City's annual budget.

Economic factors that influenced the preparation of this year's budget

Economic conditions for FY 2026–2027 reflect continued economic uncertainty at both the state and national levels. While inflationary pressures have eased compared to prior years, municipalities across California — including Downey — continue to experience elevated costs associated with labor, infrastructure, construction, utilities, insurance, technology, and public safety operations. These conditions are contributing to slower revenue growth, particularly as high interest rates temper development activity and borrowing costs. Sales tax revenues remain resilient and continue to outperform county and state trends, but consumer spending remains cautious given ongoing inflation and broader economic volatility. In response, Downey has adopted a fiscally conservative approach that prioritizes structural balance, protects reserves, and supports economic development and revenue diversification to maintain high-quality municipal services during this period of moderated economic growth.

The proposed budget

The City of Downey proposed FY 2026-2027 budget is structurally balanced for operations. The revenues and expenditures for all other services for which the City receives restricted use funding, as well as for the City's utility operations, are also included in the proposed budget document.

The summary of estimated Revenues, Transfers, and Appropriations for all City fund is:

Fund Type	Estimated Beginning Fund Balance	Revenues, Transfers in and Other Resources	Appropriations and Transfers Out	Use of Other Resources	Projected Ending Fund Balance
General Fund	43.1	122.1	122.1	1.3	41.9
Support Funds (Liability, Civic Center, Special Deposits, Special Project)	9.8	7.8	17.5		0.1
Special Revenue Funds	57.8	64.0	91.6		30.3
Capital Project Funds	12.8	33.8	32.8		13.9
Debt Service Funds	1.4	13.4	13.7		1.1
Enterprise Funds	29.8	34.7	48.8		15.6
Internal Service Funds	6.4	8.9	8.5		6.8
Total	**$161.2**	**$284.7**	**$335.0**	**$1.3**	**$109.6**

The General Fund Reserve is projected to be $33,472,965 at the conclusion of FY 2026-2027.

The attached Resolution adopts the City's proposed annual budget and sets the City's annual appropriations limit (GANN Limit) as required by the City Charter and by State law.

Additional City Council Requests

At the Budget workshop on June 1, 2026, the City Council inquired of staff about adding additional budget items to the Fiscal Year 2025-2026 Budget. To recap, these items include: funding for a Spay and Neuter Program, adding Wi-Fi in the Downtown, Funding for security cameras in all City parks, extending Library hours to include Sundays, adding lighting for City all City artwork, additional Janitorial service at City parks, and pursuing the All-America City award. Cost estimates for each of these items are included below. The projected General Fund surplus for Fiscal Year 2026-2027 is $73,264.

Item	Cost (Low)	Cost (High)	Funding Source
Spay and Neuter Program	$5,000	$10,000	General Fund
Wi-Fi in the Downtown	$110,000	$230,000	General Fund
Install Cameras in all Parks	$500,000	$500,000	Measure D
Christmas Decorations along Firestone (Brookshire to Paramount)	$50,000	$100,000	General Fund
Library Services on Sunday	$26,997	$26,997	General Fund
Lighting for Art Work	$15,000	$35,000	General Fund
Additional Park Janitorial Services	$121,541	$121,541	General Fund

All-America Award (2 Year Process)	$40,000	$40,000	General Fund
Grand Total	$368,538	$563,538	General Fund
Grand Total	$500,000	$500,000	Measure D

Staff would not recommend completely spending all the General Fund surplus. While the surplus is not large, it does allow for some uncertainty in the economy by providing a buffer against a slight downturn helping the City to live within its means for the year. There are available funds in Measure D for the park security camera installation. However, it may still end up being a multiyear project depending on the availability of staff resources. Staff has been proposing each segment of the work based on staff availability to complete each segment each year. The benefit of allocating all the funds upfront though is that staff can move on to the next park when a segment is complete without needing to wait until approval of the work in the next budget process, which could reduce the project timeline and potentially accelerate the installation at all parks. The final budget includes an additional $500,000 for the security camera installation project. If the Council would like to include any other items, that direction can be provided at the Budget Hearing.

AB 2561: Local Public Employees - Vacant Positions

Effective January 1, 2025, AB 2561 amended the Meyers-Milias-Brown Act ('MMBA') by adding Government Code Section 3502.3, which creates a new obligation for public agencies to hold a public hearing and address the status of their job vacancies. Additionally, if the number of vacancies exceeds 20% of the total number of authorized full-time positions in a particular bargaining unit, the public agency is required to provide additional information as part of the public presentation. Currently, none of the City's bargaining units have vacancy rates exceeding 20%, so this additional reporting is not required for this public hearing.

Bargaining Unit	Budgeted Positions	Vacancies	% Vacancies
Downey Firemen's Association	63	3	4.76%
Downey Public Safety Auxiliary Association	58	4	6.90%
Downey Fire Management Association	4	0	0.00%
IBEW- Maintenance Association	44	4	9.09%
IBEW- Miscellaneous Association	91	12	13.19%
Downey Police Management Association	9	0	0.00%
Downey Police Officers Association	127	19	14.96
Unrepresented	69	4	5.80%
Totals	**465**	**46**	**9.89%**

AB 2561 also requires that during the hearing, the agency must identify any necessary changes to policies, procedures, and recruitment activities that may lead to hiring obstacles. Staff have not identified any necessary changes to policies, procedures, or recruitment activities that may present obstacles in the hiring process. However, the Human Resources Office has proactively made enhancements of its recruitment efforts.

In December 2024, the Human Resources Office launched NEOGOV ATTRACT, which is a candidate relationship management system. This will improve the quality of the applicant pool for critical roles and significantly boost recruitment efficiency by providing the City access to a network of 2.7 million job seekers. Additionally, the office has increased recruitment advertisement in several government job-related platform's specializing in specific professions (i.e., utilities, engineering, etc.).

CITY COUNCIL PRIORITIES

Fiscal Responsibility
Public Engagement

FISCAL IMPACT

Approval of the adoption of today's public hearing and resolution will satisfy Article 12, Section 1204 of the City Charter of the City of Downey which requires that on or before June 30, the City Council shall adopt the budget by majority vote.

Attachments

FY 26-27 CM Transmittal Letter.pdf
Attachment B_ Resolution No. 26- 8362 - Adopting the FY 2026-07 Budget and Annual Appropriations Limit.pdf

CITY MANAGER TRANSMITTAL LETTER

Roger Bradley, City Manager

June 11, 2026

Dear Mayor Frometa and Members of the City Council:

In accordance with the City Charter, I am pleased to present a balanced Annual Operating Budget of $335 million and Capital Improvement Program (CIP) for Fiscal Year (FY) 2026–2027 for City Council's consideration.

This budget reflects the City's continued commitment to sound fiscal management while navigating economic uncertainty at both the state and national levels. Although inflationary pressures have moderated compared to prior years, municipalities throughout California continue facing elevated costs associated with labor, infrastructure, construction, utilities, insurance, technology, and public safety operations. Despite these economic headwinds, the Proposed Budget remains structurally balanced while continuing to support the high-quality municipal services our community expects and deserves.

This Proposed Budget reflects the City's commitment to fiscal responsibility, adaptability, and the delivery of essential municipal services. Revenues are conservatively estimated, resources are prioritized, reserves are strategically managed, and expenditures are aligned with the City Council's priorities. I am proud to acknowledge the exceptional dedication of our staff, whose thoughtful and tireless efforts have produced a budget that upholds the City's high standards of service and reflects a steadfast commitment to enhancing the quality of life for all who live, work, and visit Downey.

The City of Downey enters FY 2026–2027 with cautious optimism amid a complex and evolving economic environment. While local revenues, particularly property tax and sales tax, continue demonstrating modest growth and relative stability, broader fiscal and economic conditions—including elevated interest rates, moderated consumer spending trends, inflationary pressures, and continued uncertainty surrounding Federal and State funding priorities—continue presenting potential challenges for local governments. Affordable housing concerns, infrastructure costs, labor market competition, and rising operational expenses also continue affecting local economic conditions and municipal service delivery.

In response, the City has adopted a conservative and strategic fiscal approach emphasizing operational sustainability, infrastructure investment, and long-term financial resiliency. The FY 2024–2025 Annual Comprehensive Financial Report (ACFR) further demonstrated the City's continued financial stability through growth in Citywide net position, reductions in long-term liabilities, and continued strong reserve levels supported by disciplined financial planning and responsible stewardship of public resources.

The General Fund Budget for FY 2026–2027 reflects prudent financial stewardship with a balanced budget of approximately $122.1 million, supporting essential programs, services, infrastructure, and operational priorities. The Proposed Budget establishes a framework to meet the needs of the community while continuing to support and enhance programs and services aligned with the City Council's five overarching priorities of:

- Fiscal Responsibility
- Economic Vibrancy
- Efficiency and Adaptability
- Quality of Life, Safety, and Infrastructure
- Public Engagement

The City is dedicated to building strong community connections and supporting development that fits the community's values and long-term plans. By maintaining important educational and operational programs, the City helps improve life for everyone in Downey. The initiatives outlined here aim to promote continued economic growth and lasting stability for the community.

Several objectives have been identified for each of the above priorities and were discussed with the City Council during its Goal Setting Workshop in March. These objectives are discussed in the section immediately below. The remainder of this budget message provides a broader overview of the City's financial program for the upcoming fiscal year, as well as the major priorities, investments, opportunities, and challenges that shaped the Proposed Budget.

CITY COUNCIL PRIORITIES, GOALS, AND PERFORMANCE INDICATORS

Fiscal Year 2025-2026 Budget Goal Successes

Fiscal Responsibility

For the 13th consecutive year - GFOA and CSMFO Budget Awards
For the 14th consecutive year – Structurally Balanced Budget
Annual Comprehensive Financial Report (ACFR) - Clear Audit for FY 2024-2025 Financial Reporting, Certificate of Achievement from GFOA for 26 consecutive years
Over $41 Million in Grants Secured - from various agencies including Cal Recycle, HUD, and FEMA
Launched Enterprise Resources Planning (ERP) Systems Modernization Initiative – Roadmap to modernize City's financial operations

Economic Vibrancy

Rancho Los Amigos South Campus - Council approval to form an Enhanced Infrastructure Financing District (EIFD) and approval from the Los Angeles County Board of Supervisors authorizing negotiations for an Exclusive Negotiating Agreement (ENA) with the City
Economic Development Strategic Plan – Developed and implemented a plan to address Economic Development opportunities, business attraction, and retention to support economic resiliency and sectors that contribute to high paying jobs
Economic Development Office - Launched Small Business Month campaign and Shop Local videos supporting small businesses

Back 20 - Continued to advance redevelopment of the Back 20
Round One at Stonewood Center – Plans are underway for a new family entertainment establishment, enhancing recreation and entertainment options in Downey
General Plan- Launched and made substantial progress on the City's comprehensive General Plan 2045 update.

Efficiency & Adaptability

Downey LINK – Introduced new technology featuring real-time bus tracking and trip planner
Downey Forward – 2030 Strategic Plan – Initiated year two of the Strategic Plan, including updates on a dedicated webpage with quarterly status updates
Agenda Management Software – Launched to streamline the agenda management process
Downey Connect & Library Apps – Launched new apps enhancing resident engagement and service accessibility
Fire Communication Center – Upgraded computer-aided dispatch (CAD) system, providing cutting edge technology to support operations

Quality of Life, Safety & Infrastructure

Columbia Memorial Space Center 2nd Building Expansion – Groundbreaking held in November 2025 to kick off construction and contract awarded to begin construction this summer
25 Miles of Roadway Paved - Since July 2025: 17 Miles of Residential Streets | 5 Miles of Arterial paving on Woodruff Avenue and Downey Avenue| 3 Miles of 38 Alley segments have been paved
Completed CIP Projects - 25 projects completed with a total Investment of $31 Million in City assets, including New Traffic Signal at Suva/Guatemala | Completed the Firestone/Lakewood Intersection Improvements| Completed HVAC projects at Apollo Gym and Columbia Memorial Space Center | Began Water improvements on Bellflower Blvd | Completed sewer improvements Citywide | Paved parking lots – Wilderness Park, Barbara J. Riley Community and Senior Center, and Treasure Island Park
Streetlight Installation Program – Launched year one (1) of the Residential Streetlight Installation program
STEP Program - Established an Interdepartmental Homelessness Management Team (STEP – Strategic Team for Engagement and Prevention) to improve service delivery and responsiveness
Security Cameras - Installed security cameras at BJR, Apollo and Golden Parks
Parks & Recreation: Enriching Community Life - Parks and Recreation hosted over 30 events last year, engaging thousands and fostering community unity
Home and Business Security Rebate Program – Launched new program providing up to a $250 rebate for security equipment

Public Engagement

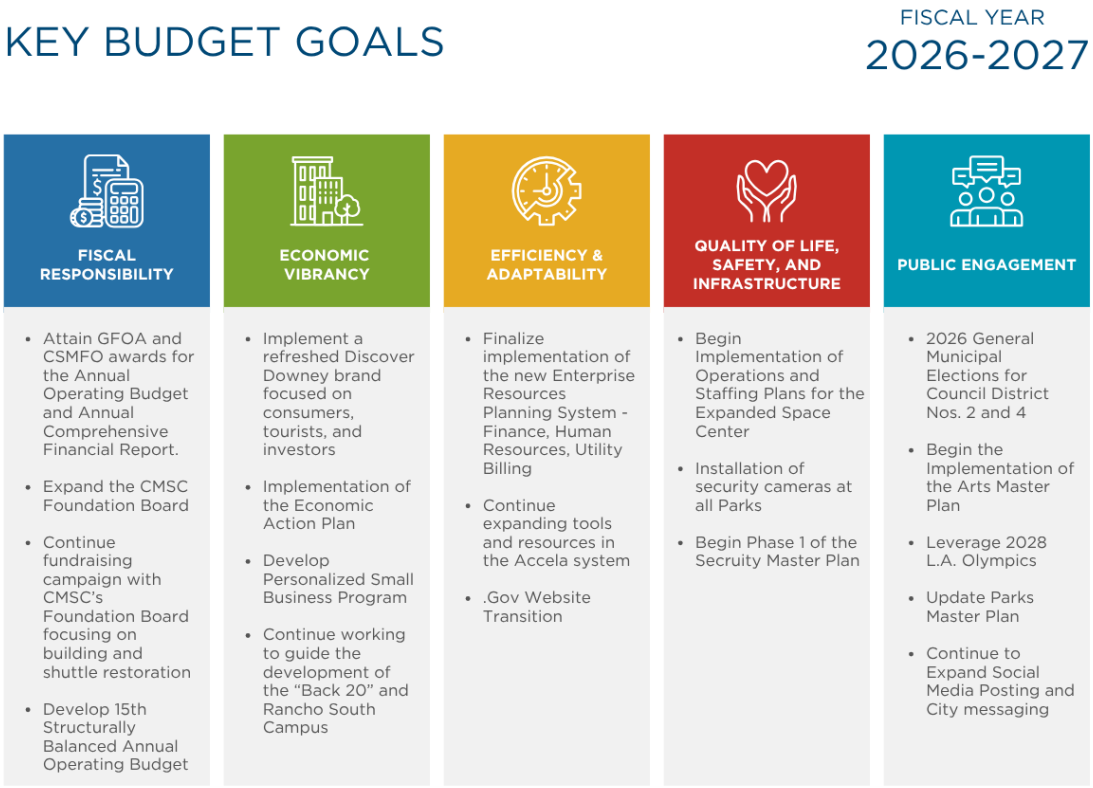
Fire Technology Program - Collaborated with DUSD to develop and launch a high school Fire Technology Program
City of STEM - Declared the Official Science Festival of Los Angeles County by the County Board of Supervisors, simultaneously winning the League of California Cities Helen Putnam Award for Excellence
FIFA Official Fan Zone – Proposal to be considered for an official FIFA Fan Zone was submitted, and City was notified it had been selected as an official host in late 2025 with event to occur June 20, 2026
PIO Office- Continued to revamp the City's social media strategy to align with agency goals and community preferences, boosting engagement and follower growth. Growth increases were: Instagram - 11.7% reaching 30,000 followers, Facebook - 3.0%

First-time City Events – Including the Vietnam Traveling Wall, Men's Wellness Fair, and the LA Phil Neighborhood Concert

Keep Downey Beautiful - Ten events hosted since July 2025, promoting community pride and engagement

Apollo Mascot – The City unveiled its official astronaut mascot (Apollo) to further engage the community and enhance the City's brand.

FISCAL YEAR 2026-2027 KEY BUDGET GOALS



Performance Indicators

Aligned with the City Council's five key priorities, the City has established a range of performance indicators to measure departmental efficiency and effectiveness. These indicators, included in each departmental section, present annual targets alongside actual results and projections for comparison.

ECONOMIC OUTLOOK

Economic conditions for FY 2026–2027 reflect modest national and regional growth tempered by persistent inflationary pressures, elevated interest rates, cautious consumer spending, and heightened global uncertainty. For Downey, these factors continue affecting housing turnover and development activity, which may moderate growth in property tax revenues, while elevated borrowing costs and construction expenses continue to impact private investment. As of March 2026, the City's unemployment rate was approximately 5.2%, with a labor force

of about 58,000, employment of about 55,000, and approximately 3,000 unemployed residents, generally consistent with Los Angeles County's unemployment rate of 5.1% and California's unemployment rate of 5.3%.

Sales tax performance remains relatively stable, supported by Downey's retail and commercial base, but continues to face headwinds from cautious consumer spending, elevated household costs, and fuel price volatility. The conflict involving Iran has added additional uncertainty to the FY 2026–2027 outlook by contributing to higher oil and fuel prices, renewed inflationary pressure, and potential impacts on transportation, construction, consumer spending, and interest-rate expectations. Broader fiscal and economic conditions, including uncertainty surrounding future State and federal funding priorities, may also continue affecting local government programs and future grant opportunities.

In response, the City has adopted a conservative and strategic fiscal approach emphasizing prudent reserve management, economic development, infrastructure investment, operational sustainability, and diversification of revenues to help navigate evolving economic conditions while maintaining strong community programs and effective city operations.

Housing

The housing market in Downey continues reflecting broader Southern California trends influenced by elevated mortgage interest rates, housing affordability constraints, insurance market pressures, and limited housing inventory. While housing turnover has moderated compared to prior years, long-term property values throughout the region have generally remained stable, continuing to support assessed valuation growth under Proposition 13.

According to the California Association of REALTORS® (C.A.R.), California's statewide median home price reached approximately $889,190 in March 2026, representing a modest 0.4% increase from March 2025 despite slowing sales activity and continued affordability challenges. Los Angeles County's median home price was approximately $828,300, while Downey's median home sale price remained relatively resilient at approximately $875,000, increasing by seven percent compared to last year, reflecting continued long-term demand and property value stability despite elevated borrowing costs and moderating market activity. C.A.R. also reported that only approximately 22% of California households could afford the purchase of a median-priced home during the first quarter of 2026, underscoring continued affordability challenges throughout the state.

Reduced housing turnover may continue moderating growth in property tax revenues, as properties are generally reassessed at market value only upon a change in ownership under Proposition 13. Existing properties, however, continue receiving annual inflationary adjustments, contributing to modest and stable long-term property tax growth for the City. Higher construction costs and elevated financing expenses may also continue affecting residential and commercial development activity during FY 2026–2027.

In response to housing demand and future growth needs, the City continues advancing planning efforts consistent with its certified Housing Element. The Comprehensive General Plan Update will help align land use policies, zoning designations, and development standards to better support responsible housing production, improve predictability in the development review process, and identify appropriate areas for future residential and mixed-use opportunities. This effort will also help ensure future housing growth is balanced with infrastructure capacity, neighborhood compatibility, mobility, and quality-of-life considerations.

Unemployment and Consumer Confidence

As of March 2026, the City of Downey reported an unemployment rate of approximately 5.2%, generally consistent with broader regional and statewide labor market trends. Downey's labor force consisted of approximately 58,000 individuals, including approximately 55,000 employed residents, according to the California Employment Development Department's monthly city-level labor force data. The Los Angeles-Long Beach-Glendale metropolitan division reported an unemployment rate of approximately 5.1%, while California's statewide unemployment rate was approximately 5.3% during the same period. Although unemployment levels remain relatively stable compared to historical trends, labor markets continue reflecting moderating job growth and evolving workforce conditions throughout the region.

Consumer confidence continues being impacted by persistent inflationary pressures, elevated housing costs, higher borrowing rates, and increased costs for everyday necessities such as food, utilities, fuel, and insurance. Ongoing geopolitical instability and volatility in global energy markets have also contributed to renewed concerns regarding fuel prices, inflation, supply chain disruptions, and broader economic conditions entering FY 2026–2027.

These conditions may continue affecting discretionary consumer spending patterns, which directly influence local sales tax performance and portions of the retail economy. While several consumer-oriented sectors throughout Downey, particularly restaurants, grocery-related spending, and portions of general retail, continue demonstrating resiliency, cautious consumer spending patterns may continue creating headwinds during the upcoming fiscal year.

In response, the FY 2026–2027 Proposed Budget continues supporting economic development initiatives intended to strengthen business retention, encourage investment, diversify the City's economic base, and support long-term workforce and economic resiliency throughout the community. In addition, the City recently developed an Economic Development Strategic Plan intended to guide long-term economic growth, support business attraction and retention efforts, encourage targeted redevelopment opportunities, and strengthen the City's long-term economic sustainability.

BUDGET PROCESS

The City's budget is developed within the following framework and timeline:

1) Focusing on the long-term fiscal health of the City.
2) Building a prudent reserve;
3) Developing long-term strategies to reduce unfunded liabilities;
4) Controlling labor costs while minimizing impacts to staff;
5) Allocating one-time revenue for one-time expenses;
6) Requiring enterprise and grant funds to balance revenues with expenses and new programs to pay for themselves; and

7) Any new expenditure requiring either additional revenue or expenditure reductions.

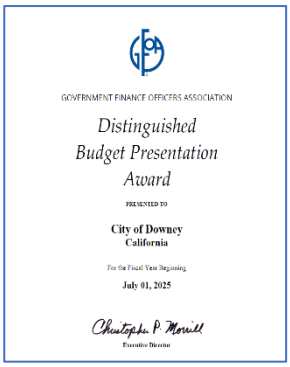
Basis of Budgeting

The budgeting (accounting and reporting) policies of the City conform to Generally Accepted Accounting Principles (GAAP) applicable to state and local governments. These principles include standards prescribed by the Governmental Accounting Standards Board (GASB), which includes the statements and interpretations of the National Council on Governmental Accounting and the principles prescribed by the American Institute of Certified Public Accountants in the publication entitled Audits of State and Local Governments. The budget differs from the annual financial reports issued by the City in two ways: The budget does not show depreciation expense, and it does not show the value of employee leave balances, in keeping with traditional municipal budgetary conventions. These expenses are, however, reported in the Annual Comprehensive Financial Report (ACFR).

Budget Controls

Supplemental appropriations can be approved through minute action or a resolution approved by a simple majority vote of the Council. With the exception of transfers between personnel costs and operations/services costs, the City Manager is authorized to transfer amounts between or within departments or programs within any fund. The Council must approve any transfer which alters the total appropriations on any fund.

Departments monitor reports that are issued on the 15th working day of each month for the preceding month to ensure expenditures are properly charged and to ensure there are appropriate funds for future expenditures. At any time during the fiscal year, Departments report to the City Manager and Finance Director on any significant budget variance that cannot be reconciled with the division/department responsible for incurring the variance. Additionally, upon review by the department directors, purchase orders are transmitted to the Finance Department for verification of budget compliance.


GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Downey
California

For the Fiscal Year Beginning

July 01, 2025

Christopher P. Morrill
Executive Director

BUDGET HIGHLIGHTS

The proposed overall Citywide FY 2026-2027 Budget for all funds is $335.6 million. Overall, this budget is an increase of roughly $9.7 million or 3% compared to the Adjusted FY 2025-2026 Budget. This increase is primarily due to one-time Capital Improvement Program projects and expenditures supported by voter-approved Measure D.

The FY 2026-2027 General Fund expenditure budget of $122,068,714 is funded with FY 2026-2027 estimated revenues of $122,141,978.

Revenues and Projections Performance Expectations

Overall, FY 2026–2027 General Fund revenue is projected to be $122,141,978, approximately 2% higher than the FY 2025–2026 Amended Budget.

The two main revenue drivers for the City's General Fund are Property taxes, 33% of the City's General Fund revenue, and Sales Tax revenues, which accounts for 24% of the City's revenue stream.

Property Tax

Property tax revenue continues representing the City's largest and one of its most stable General Fund revenue sources, accounting for approximately 33% of total General Fund revenues, or approximately $40.5 million, in the FY 2026–2027 Proposed Budget. Property tax revenues are projected to remain relatively stable with modest growth supported primarily by annual assessed valuation increases as permitted under Proposition 13.

According to HdL Companies' property tax analysis, assessed valuation growth throughout the region continues being driven primarily by annual inflationary adjustments rather than significant increases in property sales activity, as elevated mortgage interest rates and housing affordability challenges continue moderating housing turnover throughout Southern California. Despite moderating turnover, property tax revenues continue demonstrating resiliency due to the long-term protections and predictability provided under Proposition 13.

The City will continue closely monitoring assessed valuation trends, property tax allocations, economic conditions, and regional housing market activity to ensure prudent and conservative property tax revenue forecasting throughout FY 2026–2027, and it will make adjustments, if and as necessary, during the mid-year budget adjustment process.

Sales Tax

Sales and use tax revenue continues representing one of the City's most significant General Fund revenue sources, accounting for approximately 24% of total General Fund revenues, or approximately $29.5 million, in the FY 2026–2027 Proposed Budget. Sales tax revenues are projected to increase approximately 1% compared to the FY 2025–2026 Adjusted Budget, reflecting relatively stable local economic activity despite moderating consumer spending patterns and broader economic uncertainty.

According to HdL Companies' sales tax analysis, taxable sales activity throughout Los Angeles County and Southern California remained relatively stable during calendar year 2025 despite elevated interest rates,

inflationary pressures, and moderating consumer spending behavior. Several consumer-oriented sectors throughout Downey, including restaurants, grocery-related spending, and portions of general retail activity, continued demonstrating resiliency during the period, while portions of discretionary retail activity remained more sensitive to inflationary pressures and elevated borrowing costs.

Broader economic and geopolitical conditions, including volatility in energy markets, elevated fuel prices, global supply chain concerns, and uncertainty surrounding federal trade and tariff policies, may continue impacting retail activity and business operations during FY 2026–2027. Despite these challenges, the City's diverse retail composition and regional commercial presence continue helping moderate volatility associated with broader economic fluctuations.

Accordingly, the FY 2026–2027 Proposed Budget reflects conservative sales tax forecasting assumptions designed to preserve fiscal flexibility amid evolving economic conditions. The City will continue closely monitoring consumer spending patterns, economic conditions, retail performance trends, and HdL sales tax forecasts to ensure prudent and conservative sales tax revenue projections throughout FY 2026–2027.

Expenditures and Projections

Proposed General Fund expenditures are $122,068,714, which is a 2% increase over the FY 2025-2026 General Fund adjusted budget.

In addition to the Goals mentioned earlier under "City Council Priorities, Goals, and Performance Indicators", the budget proposes continued funding for several significant services and projects aimed at enhancing infrastructure, public safety, and community engagement.

Capital Improvement Program

The City of Downey's proposed Capital Improvement Program for FY 2026-2027 encompasses a budget of $98,868,061 targeting key areas such as streets, public facilities, water improvements, and traffic safety. This investment aims to enhance infrastructure, improve quality of life, and bolster economic impact.

Capital improvements are required to maintain the City's physical infrastructure. A percentage breakdown can be seen below. Capital improvement projects are funded by Measure S and D, Proposition C, Measure R, Measure M, 2017 Road Maintenance Rehabilitation Act (SB 1), and other revenue sources.

Key Budget Areas:

1. Roads
    - **Street Improvements**: $21.7 million allocated for comprehensive projects including the Lakewood Boulevard Pavement Rehabilitation and Bellflower Boulevard Pavement Rehabilitation.
    - **Traffic Safety:** $5.2 million allocated for projects including Safe Routes to School and Downey Bicycle Master Plan Implementation Phase 1, and Firestone Blvd Traffic Signal Updates.

2. Buildings and Facilities:

- **Public Facilities:** $20.3 million dedicated to projects like the Columbia Memorial Space Center New Second Building, Inspiration Shuttle Renovation, and Installation of Security Cameras at Parks.

3. Water and Sewer
    - **Water Improvements**: $29.6 million including the design for the new Water Treatment Plant and system-wide water supply treatment improvement, and Bellflower Boulevard system upgrades.
    - **Sewer & Storm Drain**: $31.5 million for sewer and storm drain projects, including the Furman Park and Apollo Park Stormwater Capture and Infiltration Projects and the Independence Park Runoff Capture and Infiltration Project.

Employee Service Costs

Employee service costs—including salaries, wages, and benefits—continue representing the largest expenditure within the City of Downey's General Fund. As the primary providers of public services, City employees play a critical role in maintaining public safety, infrastructure, operational efficiency, and quality of life throughout the community.

For FY 2026–2027, the City remains focused on maintaining efficient staffing levels within the limits of its fiscal constraints while continuing to evaluate operational needs and long-term organizational sustainability. The City's workforce currently consists of approximately 470 budgeted positions compared to 481 positions in FY 2008–2009, reflecting relatively lean staffing levels despite continued growth in community needs, service demands, infrastructure responsibilities, technology requirements, and operational complexity over the same period.

The FY 2026–2027 Proposed Budget reflects a zero net increase in staffing levels. As part of a broader Information Technology restructuring effort following recent leadership transitions, the City froze two vacant positions while strategically utilizing outside expertise and professional services to support major technology and network modernization initiatives. These efforts include continued investment in Microsoft 365 solutions, cybersecurity, operational continuity, network infrastructure, and other technology improvements intended to enhance operational efficiency, strengthen security, and modernize service delivery Citywide.

The City also continues prioritizing workforce retention and recruitment in an increasingly competitive municipal labor market. During FY 2025–2026, the City successfully negotiated labor agreements with its bargaining groups that included compensation adjustments intended to support employee retention, recruitment, and long-term workforce stability. These efforts are designed to help the City remain competitive with neighboring agencies while continuing to attract and retain skilled employees who are capable of meeting community needs and supporting essential city operations.

Looking forward, CalPERS pension liabilities, rising healthcare premiums, inflationary pressures, and broader economic conditions continue placing pressure on employee-related costs. While revenue growth has remained relatively stable, the City continues balancing operational needs, long-term financial sustainability, and strategic workforce investments to maintain high-quality service delivery while exercising prudent fiscal management.

Strategic workforce planning will remain important to aligning staffing levels with service needs, operational priorities, and fiscal realities. The City remains committed to supporting and investing in its workforce while

responsibly managing long-term financial obligations and maintaining the ability to adapt and sustain essential operations in the future.

BUDGET CHALLENGES

The FY 2026–2027 Proposed Budget was developed amid a challenging and evolving fiscal environment. Like many California municipalities, the City continues facing pressures associated with retirement costs, inflation, healthcare expenditures, infrastructure needs, workforce challenges, risk management and litigation, and broader economic uncertainty. These factors require ongoing strategic planning, prudent fiscal management, and careful prioritization of limited resources.

Retirement Costs

The City contracts with the California Public Employees Retirement System (CalPERS), to provide retirement benefits to full-time employees. On January 1, 2013, the State adopted the California Public Employee's Pension Reform Act (PEPRA) in an effort to control rising pension costs. Members who became CalPERS members on or after January 1, 2013, or have been separated from service for longer than six months, are considered "new" members", and are required to pay half of the normal cost towards their pension contribution.

In recent years, CalPERS has made several actuarial and policy changes that continue to increase employer retirement costs. These changes include new amortization schedules and smoothing methodologies, adjustments to demographic and mortality assumptions, and a reduction in the assumed investment return (discount rate). Investment performance volatility and changes in actuarial assumptions can affect future employer contribution requirements when actual returns fall below CalPERS' assumed rate of return.

To help mitigate long-term pension obligations, the City implemented a second-tier retirement plan in January 2012 and now enrolls all new employees under either the second-tier or PEPRA formulas. This structural change, while effective over the long term, is a gradual solution and will take 20 to 30 years to significantly reduce the City's unfunded pension liability.

Additionally, the City took proactive steps in early 2021 to refinance a portion of its Unfunded Accrued Liability (UAL), which resulted in a projected gross savings of approximately $65 million.

Despite these reform efforts, retirement costs continue to climb. According to the June 30, 2024 actuarial valuations for FY 2026-2027, the City's required UAL contributions are estimated at $3.938 million for the Miscellaneous Plan and $8.83 million for the Safety Plan. Additionally, the City must contribute normal costs of 10.41% and 20.37% of payroll, respectively, for these plans. The combined UAL for both plans exceeds $146 million, with a funded ratio of 81.3% (Miscellaneous) and 81.2% (Safety).

Nonetheless, retirement costs remain a significant and growing budgetary obligation. Continued monitoring, prudent financial planning, and evaluation of additional mitigation strategies will be essential to sustaining the City's fiscal health as the City moves into the future.

Health Care Premiums

Healthcare costs for CalPERS-negotiated healthcare plans have increased over the prior year as projected. While the City has not received data from CalPERS regarding upcoming year costs at the writing of this transmittal, in the FY 2026-2027 Proposed Budget, the City of Downey anticipated an increase of approximately $450,634 or 5.2% in employee healthcare premiums, which aligns with the 4-6 % increase the City has experienced in previous years. This rise is attributed to broader economic factors such as escalating medical costs, inflation in pharmaceutical pricing, and increased utilization rates. These increases will directly impact the City's General Fund and internal service fund expenditures, as the City maintains a commitment to competitive and comprehensive employee benefits.

For Downey, the projected premium increases will require careful balancing within department allocations, with an emphasis on long-term cost containment strategies such as plan design adjustments, wellness initiatives, and collaborative negotiations with labor groups.

Despite these rising costs, the City's prudent fiscal planning and proactive forecasting have allowed for these increases to be accounted for in the FY 2026-2027 Proposed Budget, ensuring ongoing stability in operations and workforce support.

Inflation

Although inflationary pressures have moderated compared to recent peak levels, elevated costs continue to impact municipal operations, infrastructure projects, utilities, equipment, technology, insurance, and contracted services throughout FY 2026–2027. Construction and infrastructure-related costs also remain above historical levels due to labor shortages, material cost volatility, supply chain disruptions, and broader economic uncertainty. Higher fuel, electricity, maintenance, and operational costs continue to increase expenditures across multiple City departments and enterprise operations, while ongoing geopolitical instability and volatility in global energy markets may continue affecting fuel prices, transportation costs, and construction-related expenses during the upcoming fiscal year. Accordingly, the City continues to closely monitor inflation trends, project costs, and operational expenditures while maintaining conservative financial forecasting and strategically prioritizing resources to help mitigate future financial impacts.

Fiscal Sustainability and Reserve Management

While the FY 2026–2027 Proposed Budget remains structurally balanced, the City continues to face long-term fiscal pressures related to rising operational costs, infrastructure needs, pension obligations, and economic uncertainty. In recent years, the City has strategically used available fund balance and one-time resources to support critical infrastructure, operational priorities, and community investments. Additionally, the City has experienced notable increases in claim settlements over the past couple of years; these are unanticipated costs not related to routine operations that have impacted reserves during this period. Moving forward, the City will continue emphasizing fiscal sustainability, prudent reserve management, and a strategic approach to rebuilding reserves toward the City's 35% reserve policy target, while limiting the use of one-time resources for ongoing operational costs whenever feasible.

Staffing Levels

Maintaining sufficient staffing levels to meet the community's expectations for exemplary city services will continue to remain a challenge in the coming years. Increasing operational complexity, evolving service demands, infrastructure responsibilities, technology needs, and competitive labor market conditions continue to place pressure on local governments throughout the region. Recruitment and retention challenges remain particularly significant for specialized, technical, and public safety positions, where competition among public agencies continues to intensify.

Although the FY 2026–2027 Proposed Budget reflects a zero net increase in staffing levels, the City continues to evaluate operational needs, service delivery expectations, and organizational sustainability. Staffing levels remain relatively lean compared to historical levels despite continued growth in community expectations and service demands. The City continues to balance operational needs with long-term fiscal sustainability while strategically evaluating opportunities to improve efficiency, modernize operations, and enhance service delivery. Personnel changes included in the FY 2026–2027 Proposed Budget primarily consist of organizational restructuring efforts and position reclassifications intended to better align staffing resources with evolving operational priorities, service delivery needs, technology modernization efforts, and organizational efficiencies.

In recent years, the City has made targeted investments in critical operational and public safety functions to support community needs. As part of a Police Department Operations Assessment, a total of 17 Police Department positions were added during FY 2024–2025 to strengthen policing efforts and support public safety operations. In addition, during FY 2025–2026, the City added two full-time Parking Enforcement Officers and one Regional Communications Operator to improve community livability, responsiveness to resident concerns, and neighborhood quality-of-life initiatives. These positions were funded through the voter-approved Measure D sales tax measure, helping align expanded service capacity with dedicated local funding sources in a fiscally responsible manner.

The City also continues evaluating long-term operational needs through departmental assessments and strategic planning efforts. During FY 2025–2026, the Fire Department initiated a Department Operations Assessment intended to help evaluate future staffing and operational needs necessary to support community service expectations and long-term public safety priorities.

Infrastructure Investment

Investing in infrastructure remains a cornerstone of the City of Downey's long-term strategy to ensure public safety, economic resilience, and a high quality of life. The FY 2026-2027 Proposed Budget reflects this commitment by allocating over $92 million toward capital improvement projects, including street rehabilitation, water and sewer system upgrades, stormwater infrastructure, and facility improvements. However, significant challenges remain as aging infrastructure continues to demand greater investment than available recurring revenue can support.

The City faces a growing backlog of deferred maintenance across multiple systems that require phased replacement to avoid service disruptions and regulatory compliance issues.

Construction costs have increased significantly since 2020 and remain elevated, reducing the City's purchasing power for capital investments. Recent construction cost indicators continue showing year-over-year increases in labor and material costs, including higher costs for steel, skilled labor, and common labor. As a result, the City must

continue carefully prioritizing capital projects, monitoring bid results, and pursuing available State, federal, and local funding sources to support infrastructure investment.

While the FY 2026-2027 Budget includes funding from Measure S, Measure D, Measure M, SB 1, and various grant sources, these are often earmarked for specific uses and cannot fully address citywide infrastructure needs. As such, the City must continue to pursue strategic planning, project prioritization, and alternative funding mechanisms, including bond financing, public-private partnerships, and phased implementation models to fund needed improvements.

To preserve public trust and fiscal stability, the City must continue investing in infrastructure in a disciplined yet proactive manner. Delaying needed projects only escalates long-term costs and risks, while timely investments safeguard essential services, attract economic development, and maintain Downey's position as a well-managed, forward-looking community.

Community Aspirations

The City of Downey remains dedicated to improving quality of life by consistently investing in public safety, infrastructure, economic development, community engagement, and organizational sustainability. The FY 2026–2027 Proposed Budget demonstrates the City Council's commitment to sustaining effective municipal services while strategically responding to the changing needs of the community.

The City continues pursuing initiatives intended to improve neighborhood livability, modernize infrastructure, support local businesses, enhance parks and recreational amenities, and strengthen community partnerships. Investments in technology modernization and operational efficiency also continue supporting improved customer service, accessibility, and responsiveness Citywide.

Public safety, infrastructure maintenance, and community quality-of-life initiatives remain central priorities within the Proposed Budget. Through voter-approved Measures S and D funding and other strategic investments, the City continues supporting police, fire, neighborhood services, and infrastructure-related improvements intended to maintain a safe, well-maintained, and economically vibrant community.

As the City continues navigating evolving economic and operational challenges, maintaining strong community partnerships, fiscal responsibility, and responsive municipal services will remain critical to supporting Downey's long-term success and resiliency.

LOOKING BEYOND FISCAL YEAR 2026-2027

To ensure long-term fiscal sustainability and community resiliency, the City of Downey will continue implementing strategic financial policies and forward-looking investments that support high-quality service delivery, responsible growth, and long-term infrastructure planning. Building upon recent efforts related to compensation, retirement funding, healthcare cost management, revenue diversification, and capital planning, the City remains committed to proactive financial stewardship while

addressing infrastructure, housing, environmental, technology, and economic development needs.

In FY 2026–2027, the City will continue leveraging a diverse portfolio of funding sources—including Measures S and D, Measure M, SB 1, enterprise funds, grants, and other restricted revenues—to enhance public assets and community facilities. These investments support essential services in public safety, parks, libraries, utilities, transportation, and public infrastructure, while also helping preserve long-term fiscal and service delivery stability.

Recognizing the continued impact of inflation, construction cost escalation, and infrastructure needs, the City will continue taking a strategic approach to capital planning by prioritizing projects that protect public assets, improve service reliability, reduce future maintenance liabilities, and enhance quality of life for residents. The City's five-year Capital Improvement Program serves as a financial and operational roadmap by identifying project costs, funding sources, implementation timelines, and long-term infrastructure priorities.

Capital and strategic planning will continue to work in tandem with long-range economic development efforts, including key regional and local opportunities such as:

- Rancho Los Amigos South Campus redevelopment, supporting job growth, and mixed-use as well as transit-oriented development;
- Columbia Memorial Space Center expansion, enhancing Downey's STEM education, and regional attraction;
- Southeast Gateway Line station planning, which may improve regional mobility and support future investment opportunities;
- The ERP modernization initiative, a multi-year effort to replace the City's outdated system with a modern, integrated platform that streamlines processes, improves data accuracy and reporting, strengthens internal controls, and supports long-term operational efficiency.
- Continue to advance the redevelopment of the Back 20 to position the site for future economic investment and high-value development potential.
- Ongoing implementation of the City's Economic Development Strategic Plan to support business attraction, retention, and targeted redevelopment.

In addition to infrastructure and economic development investments, the City will continue evaluating opportunities to strengthen its financial base and reduce reliance on economically sensitive revenues. These efforts include modernizing fee structures for cost recovery, pursuing grants and legislative advocacy, evaluating long-term revenue opportunities, and ensuring enterprise operations remain financially sustainable.

By combining disciplined financial planning, strategic infrastructure investment, economic development, and prudent reserve management, the City of Downey is building a resilient and adaptable fiscal foundation. This approach will help the City meet today's service demands while preparing for the needs of future generations.

Additional Revenue Augmentation

As part of its long-term strategy to support fiscal sustainability, the City of Downey continues evaluating opportunities to strengthen, modernize, and diversify its revenue base beyond FY 2026–2027. As operational costs,

infrastructure needs, and service demands continue increasing, the City's revenue strategy remains focused on preserving General Fund flexibility, aligning revenues with the cost of providing services, and ensuring that both operating and enterprise funds remain financially sustainable.

The City's ongoing revenue efforts include modernizing revenue sources, periodically reviewing fees and charges for cost recovery, pursuing grants and outside funding, supporting economic development, and implementing recently approved water rate adjustments to support the long-term sustainability of the Water Fund.

Expanding and Modernizing the City's Revenue Base

The City continues pursuing a balanced approach to revenue augmentation that does not rely on any single funding source. These efforts include supporting business retention and attraction, encouraging strategic economic development, pursuing grant funding and legislative advocacy opportunities, and evaluating revenue sources that align with growing service and infrastructure needs.

Modernizing the City's revenue base is important to maintaining service capacity, supporting long-term infrastructure investment, and reducing reliance on economically sensitive revenues. Continued economic development, responsible growth, and periodic review of revenue assumptions will remain key components of the City's long-term financial strategy.

Fee Schedule and Rate Adjustments

As part of the FY 2026–2027 budget process and ongoing financial planning efforts, the City continues evaluating fees and charges to ensure appropriate cost recovery and alignment with the cost of providing municipal services. The City previously implemented a 3% fee adjustment to reflect inflationary pressures and maintain alignment with the Consumer Price Index (CPI).

Moving forward, periodic fee reviews and rate adjustments will remain an important tool for ensuring that service-related costs are recovered appropriately, where legally permissible, while balancing affordability, community needs, and long-term fiscal sustainability. This approach helps ensure that General Fund resources remain available to support core services and broader community priorities.

Water and Utility Rate Study

Following completion of a comprehensive water rate study, the City Council approved updated water rates on January 13, 2026. The updated water rates are designed to help ensure the long-term financial sustainability of the Water Fund and the continued reliability of the City's water system. The updated rates became effective January 14, 2026.

The water rate study evaluated long-term operational, maintenance, regulatory, and infrastructure investment needs associated with the City's water system. The approved rates are intended to support:

- Ongoing water system operations and maintenance;
- Water supply reliability and infrastructure replacement needs;
- Emergency backup power generation improvements at water well facilities;

- Future PFAS treatment and regulatory compliance requirements;
- Long-term operational resiliency and financial sustainability of the Water Fund.

The City had not adjusted water rates since Fiscal Year 2015–2016. The approved rate adjustments are intended to help address increasing operational costs associated with labor, materials, electricity, regulatory compliance, and infrastructure maintenance while continuing to support reliable water service and long-term system sustainability for the community.

CONCLUSION

As economic conditions remain uncertain at the regional, national, and global levels, the City has prioritized financial resilience through a combination of prudent reserve management, conservative financial forecasting, infrastructure investment, and sustainable operational planning. By aligning operational decisions with long-range capital planning and the City Council's strategic priorities, the City continues ensuring resources are used effectively and responsibly to meet the evolving needs of residents and businesses.

This budget also lays the groundwork for future planning efforts, including continued infrastructure investment, technology modernization, strategic economic development initiatives, and ongoing evaluation of additional revenue opportunities to support a balanced and stable fiscal outlook. These efforts will help Downey remain adaptable to future challenges while preserving its identity as a full-service city known for quality, responsiveness, and innovation.

I would like to extend sincere appreciation to the City Council for its ongoing leadership and vision, and to our dedicated City staff for their professionalism, diligence, and commitment in developing this comprehensive budget. With the collective efforts of our elected leaders, employees, and engaged community members, the City of Downey remains well-positioned to maintain financial stability, deliver high-quality municipal services, and support a strong, resilient, and vibrant future for the community.

Respectfully Submitted,

CITY OF DOWNEY

Roger Bradley
City Manager

Mission

Proudly committed to continuously improving the quality of life for the Downey community by providing excellent service in a professional, ethical and responsible manner.

Values

Integrity

Commitment

Respect

Teamwork

Engagement

Passion

Excellence

City Council Priorities

- Fiscal Responsibility
- Economic Vibrancy
- Efficiency and Adaptability
- Quality of Life, Safety and Infrastructure
- Public Engagement

GENERAL FUND FISCAL YEAR 2026-2027 EXECUTIVE SUMMARY

General Fund - Fund Balance		
Year End Projected Fund Balance		$42,192,595
Carryover ERP Project Resources		$922,924
Projected Fund Balance July 1, 2026		**$43,115,519**
Fund Balance Uses		
ERP Implementation		-$922,924
YMCA Donation - 3rd Tranche		-$333,333
Revenues and Other Sources		
Estimated Revenues	$122,141,978	
Total Revenues and Other Sources		$122,141,978
Expenditures and Other Uses		
Proposed Expenditures	-$122,068,714	
Total Expenditures and Other Uses		-$122,068,714
Projected Fund Balance June 30, 2027		**$41,932,526**

General Fund Balance		
Projected Fund Balance, June 30, 2027		$41,932,526
Less:		
No spendable Fund Balance - ACFR June 30, 2025	-$8,459,561	
Total Unavailable Fund Balance		-$8,459,561
Fund Balance		**$33,472,965**

RESOLUTION NO. 26-8362

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE FISCAL YEAR 2026-2027 BUDGET AND THE ANNUAL APPROPRIATIONS LIMIT

WHEREAS, the City Council has considered the proposed budget recommended by the City Manager for the Fiscal Year 2026-2027; and

WHEREAS, the addition of a Plan Checker/Inspector was included in the Fire Department; and

WHEREAS, the addition of a Administrative Assistant was included in the Columbia Memorial Space Center; and

WHEREAS, the addition of a Senior Civil Engineer was included in the Public Works Department; and

WHEREAS, the addition of a Maintenance Lead Work was included in the Public Works Department; and

WHEREAS, the reclassification of Recreation Mangager to Deputy Director of Parks and Recreation to be more reflective of the scope of duties and responsibilities was included; and

WHEREAS, the reclassification of Executive Secretary to Administrative Aide to be more reflective of the scope of duties and responsibilities was included; and

WHEREAS, the reclassification of Secretary to Executive Secretary to be more reflective of the scope of duties and responsibilities was included; and

WHEREAS, the elimination of Associate Civil Engineer and Keep Downey Beautiful Coordinator, to be more reflective of the scope of duties and responsibilities was included; and

WHEREAS, the newly established classification of Senior Civil Engineer, is exempt Middle Management at-will classifications; and

WHEREAS, the newly established classifications of Administrative Aide, Plan Checker/Inspector and Maintenance Lead Worker, are non-exempt classifications and determined to be appropriately represented by the Downey City Employees' Association – Miscellaneous Unit.

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

SECTION 1. The budget for the City of Downey for fiscal year 2026-2027 is hereby adopted as set forth in the statement of Summary of Resources and Requirements by Fund. The City Manager is hereby authorized to expend, in accordance with the laws of the State of California, the Charter of the City of Downey, and its ordinances, on behalf of the City Council, an amount of $335,022,766 for City operations as detailed in Exhibit "A".

SECTION 2. City staff is directed to prepare and publish a final budget document incorporating those changes approved by Council.

SECTION 3. In accordance with Article XIIIB of the State Constitution, and using data furnished by the State Department of Finance and the Los Angeles County Assessor, the appropriations limit for Fiscal Year 2026-2027 has been calculated.

The calculations indicated below, are computed by adjusting the appropriations limit for Fiscal Year 2025-2026 for the percentage change in either California's per capita personal income (4.95%) or the City's total assessed valuation due to new non-residential construction (7.25%); and the percentage change in population of either the County of Los Angeles (-0.64%) or the City (-0.14%). Since the percentage change in the assessed valuation due to non-residential new construction and the percentage change in Downey population will provide greater benefit to the City, these factors have been selected to compute the fiscal year 2026-27 appropriations limit. Using these factors, the appropriations limit for 2026-27 is $350,970,208, which basically means that certain aspects of the budget cannot exceed this amount. The proposed budget, currently under consideration, has appropriations subject to this limit of $105,841,373.

SECTION 4. The appropriations specified herein shall constitute the maximum amounts authorized for each department in each fund. The City Manager is hereby authorized to make budgetary transfers between departments in a fund if, in his opinion, such transfers are necessary and proper to the effective operation of the City; provided, however, that:

(a) Appropriations for personnel costs cannot be transferred to supply and service accounts.

(b) Any non-budgeted equipment, new or replacement, which costs $75,000 or more requires prior City Council approval.

(c) The City Manager will inform the City Council of the purchase of non-budgeted equipment, new or replacement that costs less than $75,000.

(d) Authorized manpower levels as specified in the Budget document are neither increased nor transferred without prior approval of the City Council. However, the City Manager may exceed authorized manpower levels on a temporary basis to provide for the effective training and orientation of new employees.

SECTION 5. For the fiscal year ending June 30, 2026, the amount of unassigned Fund Balance shall be deposited into Assigned General Fund balance accounts to (1) ensure the Emergency Reserve and the Stability Reserve are appropriately funded and (2) provide future resources for other significant City projects or needs.

SECTION 6. The number and classification of employees as specified in the Budget and any amendments or revisions authorized by the City Council are hereby authorized for the fiscal year.

SECTION 7. The following pay ranges shall take effect to coincide with the pay period that includes July 1, 2026 as follows:

Classification Title	**Grade**	**Pay Range Per Month**
Deputy Director of Parks and Recreation	TBD	$10,588.23 to $12,917.66

SECTION 8. The City Manager, or designee, is hereby authorized to make all classification specification revisions in accordance with the FY 2026-2027 Budget.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 23rd day of June, 2026.

CLAUDIA M. 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 23rd day of June, 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

SUMMARY OF RESOURCES AND REQUIREMENTS BY FUNDS

Fund No.	Fund	Projected Beginning Balance July 1, 2026	Estimated Revenues	Transfers from Other Funds	Use of Prior Year Resources	Total Resources Available	Operating Expenditures	Equipment	Capital Projects	Transfers to Other Funds	Total Requirements	Projected Ending Fund Balance June 30, 2027
General Fund												
10	General Fund	43,115,519	118,442,978	3,699,000	1,256,257	165,257,497	110,211,325	168,832	-	11,688,557	122,068,714	41,932,526
Sub Total		**43,115,519**	**118,442,978**	**3,699,000**	**1,256,257**	**165,257,497**	**110,211,325**	**168,832**	**-**	**11,688,557**	**122,068,714**	**41,932,526**
15	Special Project Fund	10,205,833	-	-	-	10,205,833	-	-	-	10,205,833	10,205,833	-
65	Civic Center	(84,344)	2,372,937	-	-	2,288,593	2,275,176	-	-	-	2,275,176	13,417
73	Special Deposit Fund (Refundable Deposits)	64,894			-	64,894	-	-	-	-	-	64,894
76	Liability Insurance	(404,093)	5,457,809	-	-	5,053,716	5,047,559	-	-	-	5,047,559	6,157
Sub Total		**9,782,290**	**7,830,746**	**-**	**-**	**17,613,036**	**7,322,735**	**-**	**-**	**10,205,833**	**17,528,568**	**84,468**
Total		52,897,809	126,273,724	3,699,000	1,256,257	182,870,533	117,534,060	168,832	-	21,894,390	139,597,282	42,016,994
Special Revenue Funds												
11	Federal Police Grant[2]	(3,124)	360,681		-	357,557	360,681				360,681	(3,124)
12	Measure D Operating	6,120,839	6,522,919		-	12,643,759	5,961,577	481,729		1,644,716	8,088,023	4,555,736
13	Fire Dept. Haz Material	(158,150)	243,279		-	85,129	253,431				253,431	(168,302)
14	Federal Fire Grant[2]	168,329	244,500		-	412,829	77,500				77,500	335,329
17	Measure S Operating	2,868,718	13,234,532		-	16,103,250	7,561,902		-	6,376,753	13,938,656	2,164,594
19	Emergency Disaster	48,191	9,705		-	57,896					-	57,896
20	Waste Reduction	(395,411)	474,600		-	79,189	237,549				237,549	(158,359)
22	Air Quality	276,019	158,247		-	434,266	47,113		449,000		496,113	(61,847)
23	Street Lighting	2,299,057	3,387,675		-	5,686,732	2,948,573		610,000		3,558,573	2,128,159
24	Columbia Memorial Space Center[2]	(242,462)	381,427	1,926,000	-	2,064,965	2,716,309				2,716,309	(651,344)
25	TDA Article III[2]	20,364	94,045		-	114,409	-		212,389		212,389	(97,980)
27	Grants-In-Aid[2]	1,105,424	438,000		-	1,543,424	576,759				576,759	966,666
28	CDBG	1,248,273	830,000		-	2,078,273	826,046				826,046	1,252,227
29	Federal Home Program	120,067	1,848,806		-	1,968,873	1,848,806				1,848,806	120,067
30	Gas Tax	83,341	3,287,517		-	3,370,858	-			2,799,000	2,799,000	571,858
31	LSTA Fund	425	-		-	425					-	425
32	State - SB1	4,006,041	3,263,479		-	7,269,520			5,023,002		5,023,002	2,246,518
39	Theatre	(153,436)	905,500	2,214,047	-	2,966,111	2,966,021				2,966,021	90
47	Art In Public Places	778,559	250,000		-	1,028,559	-		395,496		395,496	633,063
50	Storm Drain Fund	18,070,432	12,790,422		-	30,860,854	526,434	78,750	29,710,458		30,315,642	545,212
54	Transit - "PROP. C"	4,803,041	2,535,778	-	-	7,338,818			5,649,202	1,000,000	6,649,202	689,616
55	Transit - "PROP. A"	7,944,871	3,281,001	1,000,000	-	12,225,871	4,890,478				4,890,478	7,335,394
56	Transit - "MEAS. R"	1,626,392	1,874,070		-	3,500,462	1,427,176		1,844,634	-	3,271,811	228,651
57	Transit - "MEAS. M"	749,302	2,110,795		-	2,860,097	1,173,431		891,004	-	2,064,435	795,662
67	Police Confiscation	264	264		-	527					-	527
74	State Asset Forfeiture	172,180	4,901		-	177,082					-	177,082
77	Public Access	1,484,346	100,000		-	1,584,346					-	1,584,346
78	Asset Forfeiture	43,060	16,323		-	59,384					-	59,384
84	Downey Housing Authority	4,753,039	199,795		-	4,952,834	5,134				5,134	4,947,700
Sub Total		57,837,991	58,848,261	5,140,047	-	121,826,299	34,404,921	560,479	44,785,185	11,820,469	91,571,054	30,255,245

Fund No.	Fund	Projected Beginning Balance July 1, 2026	Estimated Revenues	Transfers from Other Funds	Use of Prior Year Resources	Total Resources Available	Operating Expenditures	Equipment	Capital Projects	Transfers to Other Funds	Total Requirements	Projected Ending Fund Balance June 30, 2027
[2] In Financial Statements (ACFR) these funds are grouped as Grants Fund												
Capital Project Funds												
26	Grants	-	18,415,106		-	18,415,106			18,415,106		18,415,106	(0)
33	Measure S Capital	-	33,227	1,192,025	-	1,225,252	63,952	1,000,000	161,300		1,225,252	0
34	NASA Infrastructure[3]	280,970	7,929		-	288,899					-	288,899
36	Capital Project Firestone[3]	91,255			-	91,255	-		7,287		7,287	83,968
38	Vehicle Impact[3]	5,986,100	2,275,000		-	8,261,100	-		3,250,000		3,250,000	5,011,100
40	Capital Projects[3]	6,471,302	-	10,243,333	-	16,714,635	-		8,117,549	126,000	8,243,549	8,471,086
42	Measure D Capital Fund	-	-	1,644,716	-	1,644,716	-		1,644,716		1,644,716	-
Sub Total		12,829,627	20,731,262	13,080,074	-	46,640,963	63,952	1,000,000	31,595,958	126,000	32,785,910	13,855,053
[3] In Financial Statements (ACFR) these funds are grouped as City Capital Project Fund												
Debt Service Funds												
18	Pension Obligation Bonds	837,594	240,161	7,932,126	-	9,009,881	7,932,127			-	7,932,127	1,077,754
35	Measure S Debt Service	-	2,907	5,184,728	-	5,187,635	4,616,605	571,030		-	5,187,635	0
58	Measure M Bond 2021A	587,526	83	-	-	587,609	-		589,918	-	589,918	(2,309)
59	Measure R Bond 2021B	(2,331)	7	-	-	(2,324)	-		-	-	-	(2,324)
Sub Total		1,422,789	243,158	13,116,854	-	14,782,801	12,548,732	571,030	589,918	-	13,709,680	1,073,121
Enterprise Funds												
51	Water Fund[1]	15,258,676	27,256,540	-	-	42,515,216	17,563,149	419,026	20,597,000	1,102,164	39,681,340	2,833,877
52	Golf Course Fund[1]	7,478,365	5,549,288	-	-	13,027,652	5,162,730	-	-	-	5,162,730	7,864,923
72	Sewer Fund[1]	7,047,635	1,863,483	-	-	8,911,118	1,582,079	566,000	1,800,000	56,804	4,004,883	4,906,235
Sub Total		29,784,675	34,669,311	-	-	64,453,987	24,307,958	985,026	22,397,000	1,158,968	48,848,952	15,605,034
[1] Only Unrestricted Net Position (Available Resources) are presented												
Successor Agency Funds- Custodial Funds- Do not Bu												
91	Red. Oblig. Retirement	-	-	-	-	-	-	-	-	-	-	-
93	CRA Debt Service	-	-	-	-	-	-	-	-	-	-	-
Total Successor Agency Funds		-	-	-	-	-	-	-	-	-	-	-
TOTAL CITY BUDGET		**154,772,891**	**240,765,716**	**35,035,976**	**1,256,257**	**430,574,582**	**188,859,622**	**3,285,367**	**99,368,061**	**34,999,827**	**326,512,879**	**102,805,447**
[1] Only Unrestricted Net Position (Available Resources) are presented												
Internal Service Funds												
61	Employee Benefit Fund	5,366,636	6,118,104	-	-	11,484,740	4,821,446	-	-	-	4,821,446	6,663,294
62	Equipment Fund	1,012,189	2,823,368	-	-	3,835,557	2,984,027	668,267	-	36,148	3,688,442	147,115
Total Internal Service Funds		6,378,825	8,941,472	-	-	15,320,297	7,805,473	668,267	-	36,148	8,509,888	6,810,409
GRAND TOTAL		**161,151,716**	**249,707,188**	**35,035,976**	**1,256,257**	**445,894,880**	**196,665,096**	**3,953,634**	**99,368,061**	**35,035,975**	**335,022,766**	**109,615,856**

Item No. 3.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**MARLON RAMIREZ, INTERIM ASSISTANT FINANCE DIRECTOR** **SHANTAE DUREN, MANAGEMENT ANALYST**
DATE:	**JUNE 23, 2026**
SUBJECT:	**ADOPTION OF RESOLUTION ADJUSTING THE CITYWIDE USER FEES SCHEDULE FOR FISCAL YEAR 2026-2027**

EXECUTIVE SUMMARY

The City Council will consider adopting Resolution No. 26-8363, adjusting the Citywide User Fee Schedule for Fiscal Year (FY) 2026-2027. The City has historically adjusted the Citywide user fee schedule by the annual March Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area according to the U.S. Bureau of Labor Statistics. By applying this gradual increase in fees, it ensures that General Fund revenues are not used to subsidize specialized services and prevents the need to enact large fee increases that can occur when annual analyses are skipped over multiple years.

RECOMMENDATION

That the City Council:

1. Conduct a Public Hearing; and,

2. Adopt Resolution No. 26-8363, adjusting the Citywide Uniform Schedule of Fees for Fiscal Year 2026-2027.

BACKGROUND

Local government agencies are responsible for providing a variety of services to citizens. These services range from public safety to building and planning. The method of funding local government services are also varied, and most services are funded by tax revenues and user fee charges. Services that support the community and public safety are typically tax supported, while services that provide for specific individual beneficiaries are generally supported by user fee charges.

User fee charges in California are required to comply with the statutory requirements of the California Constitution and the California Code of Regulations. Specifically, Proposition 26, approved by voters in 2010, requires that user fees for activities that benefit specific user groups be set at no more than the actual cost to provide the services. While State law does permit the full recovery of costs associated with providing these services, actual cost recovery is a policy decision of the City Council based upon the general public benefit derived from the specific fee, the overall fee purpose, and the need to remain economically competitive.

It is common practice for cities to perform a comprehensive user fee study every 4-5 years, due to ongoing changes in staffing levels, land use policies, advancement in municipal practices, and increasing cost of providing City services. In February 2022, the City retained Revenue & Cost Specialists, LLC (RCS) to perform a Citywide Cost Allocation and Cost of Services Study to ensure the City's fees and rates reflect the true and reasonable cost of delivering services. In October 2023, RCS completed its study and provided the City with the study findings. RCS also provided, as part of the study, a recommended range of cost recovery targets that are specific to the industry, end user group, and public purpose for which the activity is occurring.

This spring, the City again worked with RCS to support a focused review of the Fire Department's fee structure as the Department begins the transition to a risk-based approach to processing fire inspection services. RCS worked closely with Fire Department staff to review costs, adjust recovery targets, and calculate new fees specific to the Department's new processing structure. This study resulted in an updated recommended range of cost recovery targets specific to the Fire Department to meet the needs of the Department's updated fee structure.

ANALYSIS

The proposed FY 2026-2027 Citywide User Fee Schedule is attached as "Exhibit A" to Resolution No. 26-8363, (Attachment A).

City staff is proposing a total of 963 user fees for FY 2026-2027. Out of this total the following actions are recommended:

- 466 of the fees are proposed to be increased by CPI (3.4%).
- 35 fees are proposed to be increased or decreased to reflect market rates.
- 60 fees are new proposed fees.
- 237 fees have no increase or decrease proposed due to rounding or current market rates.
- 45 fees are set by outside agencies.
- 70 fees were adjusted as a result of the 2026 Fire Department Fee Study; and,
- 50 fees are proposed to be removed from the schedule.

Fees not set by state regulations are proposed to increase by 3.4 percent (3.4%) based on the March 2025-March 2026, CPI for the Los Angeles-Long Beach- Anaheim area according to the U.S. Bureau of Labor Statistics (Attachment B) and are highlighted in orange on the attached Exhibit A - Citywide User Fee Schedule. These fee changes account for the majority of the changes to the fee schedule. By applying this gradual increase in fees, it ensures that general fund revenues are not used to subsidize specialized services received by businesses and developers, among others. It also prevents the need to enact large increases, resulting from a need to "catch up" fee charges due to skipping annual fee analyses for a few years.

A few fees were amended to reflect market rates for facility rentals and admissions, and Theatre rental staff expenses. Those fees are highlighted in purple in Exhibit A.

A group of new fees are being proposed to recover the costs for staff time spent on various services that were not previously captured in the schedule. Additionally, staff has proposed the removal of fees no longer applicable.

Starting July 2026, the Downey Fire Department will change how fire inspections are scheduled and conducted, moving to a risk-based system. Fees will adjust accordingly. Inspections will now depend on occupancy type and associated risk, not business license applications. High-hazard operational permits will be issued with occupancy permits per national standards. This new process aims to enhance Citywide fire and life safety. The fee additions and changes made to Attachment A, Section 4 – Fire, reflect the extra time needed to complete these inspections and issue permits.

Fee increases were rounded up or down by one dollar if they were greater or less than $0.50, respectively. However, there was an exception in the Community Development Department – Building & Safety section where fees were increased by the actual dollar amount to the cent, without any rounding.

CITY COUNCIL PRIORITIES

Fiscal Responsibility

FISCAL IMPACT

Approval of the recommended action will result in a revenue increase to General Fund Revenues in various Departments. However, the exact fiscal impact of these fee adjustments is not known at this time.

Attachments

Attachment A: Resolution No. 26- 8363 - Adoptiong Proposed FY26-27 Uniform Schedule of Fees.pdf

Attachment B - March 2026 CPI for the Los Angeles – long Beach – Anaheim area.pdf

RESOLUTION NO. 26-8363

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING FEES AND CHARGES FOR CERTAIN SERVICES PROVIDED BY THE CITY OF DOWNEY AND ADJUSTING THE CITY'S UNIFORM SCHEDULE OF FEES FOR FISCAL YEAR 2026-2027

WHEREAS, the City of Downey (the "City") charges fees for various services, permits, licenses, and regulatory activity provided by the City (collectively, the "Fees"); and

WHEREAS, in order for the Fees to cover the costs of providing the services, permits, licenses, or regulatory activity for which the Fees are imposed, many of the Fees must be adjusted annually to reflect reasonable estimated costs of service; and

WHEREAS, each year, for the convenience of the public, the City Council gathers in a single document a comprehensive listing of the Fees; and

WHEREAS, this document is known as the Uniform Schedule of Fees, or the "Miscellaneous Fee Schedule"; and

WHEREAS, the City has undertaken a Cost of Services Study for "Section 4 – Fire" of the Uniform Schedule of Fees wherein the costs to provide these special services were reorganized and calculated to align with the Fire Department's change in how fire inspections will be processed; and

WHEREAS, the City has analyzed the recommended fee increases and decreases proposed in this Cost of Services Study to determine its recommended fee increases, decreases, additions, and deletions to the previously adopted Uniform Schedule of Fees, as to recover an adequate percentage of the cost of rendering such services or regulatory activity; and

WHEREAS, on an annual basis, the Fees are reviewed and adjusted to reflect the City's costs in delivering the services. The Consumer Price Index for All Urban Consumers (CPI-U) is 3.4% for the Los Angeles-Long Beach Anaheim area as of March 2026. The City Council finds that the cost of providing the services set forth in the Miscellaneous Fee Schedule for FY 2025-2026 must increase by 3.4% for the FY 2026-2027 Miscellaneous Fee Schedule to reflect the compensation increase for City staff providing the services. Furthermore, each City department has confirmed that the actual cost of providing the service does not exceed the proposed fees for Fiscal Year 2026-2027; and

WHEREAS, the cost of rendering such services or regulatory activity should be borne by that limited group who are the beneficiaries rather than the citizenry at large; and

WHEREAS, the City Council now wishes to adopt the Fees as set forth in Exhibit "A", effective July 1, 2026; and

WHEREAS, certain Fees are subject to the adoption procedures set forth in Government Code section 66016, and others are subject to the procedures set forth in Government Code section 66018; and

WHEREAS, in accordance with Government Code section 66016, the City has made available to the public at least ten days prior to its public hearing, data supporting the Fees, and notice of this hearing has been mailed to all interested persons who have requested such notice at least 14 days prior to the date of this hearing; and

WHEREAS, in accordance with Government Code section 66018, the City Council called a public hearing for June 23, 2026, for the purpose of receiving public comments to the proposed Fees. Notice of the public hearing was given by publication in a newspaper of general circulation within the City once a week for two weeks commencing at least 10 days prior to the public hearing, with at least 5 days intervening between the first and last publication. On June 23, 2026, at the time and place set for the public hearing, the City Council heard and considered all oral and written presentations and comments made regarding the proposed Fees.

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

SECTION 1. The above Recitals are true and correct and by this reference incorporated herein.

SECTION 2. The City Council hereby adopts the full City of Downey Fee Schedule described in Exhibit "A" attached hereto and incorporated herein by this reference. The Fees imposed by this Resolution shall take effect on July 1, 2026, or for Fees subject to Government Code section 66017(a) or 66019(b), 60 days following adoption of this Resolution. The Fees imposed by this Resolution shall supersede any prior fees or charges imposed by resolution or otherwise by the City Council, to the extent such prior fees or charges conflict herewith. Each fee or service charge shall be levied until further resolution of the City Council.

SECTION 3. The valuation tables referenced in Exhibit A are based upon the International Construction Code (ICC) valuation table in effect at the date of application.

SECTION 4. The City Council finds and determines that:

(a) The Fees established by this Resolution:

(1) are imposed for a specific government service provided directly to the payor, or for reasonable regulatory costs of the City for issuing licenses and permits, performing investigations, inspections, and administrative enforcement of the City's Municipal Code or other rules or ordinances; and

(2) are no more than necessary to cover the reasonable costs of the governmental activity for which the Fee is imposed; and

(3) the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity for which the Fee is imposed.

(b) The Fees are not taxes within the meaning of California Constitution Article XIII C, section 1(e).

SECTION 5. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 23rd day of June, 2026.

CLAUDIA M. 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 23rd day of June, 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

Proposed City User Fee Schedule FY 2026-2027

*The revenue source for the proposed fees is the City's General Fund with the exception of: Section 11 - Public Works - Utilities as those fees go to the Water Fund, Section - 13 - Recreation, Rio Hondo Golf Course (88-123) as those fees go an Enterprise Fund, and Section 15 - Theatre, as those fees go to the Theatre Fund,

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
	SECTION 1 - GENERAL CITY-WIDE FEES							
1	Photocopy of Documents (excluding police reports)- First Page	each	$0.60	$0.60	$0.60	$0.60	$-	n/a
2	Photocopy of Documents (excluding police reports) - additional copies	each	$ 0.10	$0.10	$0.10	$0.10	$-	n/a
3	Budget document (paper)	each	n/a	actual cost	actual cost	actual cost	$-	n/a
4	Budget document (CD version)	each	$ 6	$6	$6	$6	n/a	n/a
5	Budget document (flash drive)	each	$6	$6	$6	$6	n/a	n/a
6	Financial statement (CAFR)	each	n/a	actual cost	actual cost	actual cost	$-	n/a
7	Mailing charge	each	actual cost	actual cost	actual cost	actual cost	$-	n/a
8	CD version	each	n/a	actual cost	actual cost	actual cost	$-	n/a
9	City attorney legal services (estimated deposit required)	each	n/a	actual cost	actual cost	actual cost	$-	n/a
10	Special Event Street Closure Application Processing Fee	each	n/a	n/a	$ 300	$ 310	$ 10	3.4%
11	Credit/Debit Card Transaction Fee: (Actual processing cost charged by the City's third-party payment processors)	per transaction	$ -	$ -	$ -	actual cost	n/a	n/a
12	Metered Parking Credit/Debit Card Transaction Fee	per customer per transaction	n/a	$-	$-	$-	$-	n/a
	Rental of Public Facility for Filming (Absent Specific Rental Agreement):							
13	Open Spaces	daily per acre	n/a	$1,219	$1,255	$1,298	$43	3.4%
14	Public Right-of-Way	daily per acre	n/a	$3,656	$3,765	$3,893	$128	3.4%
15	Buildings	daily per acre	n/a	$3,656	$3,765	$3,893	$128	3.4%
16	City Street/parking lot	per vehicle per day	n/a	$10	$11	$11	$0	3.4%
	SECTION 2 - FINANCE							
1	Motion picture/film permit (estimated deposit required) (deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs)	each	Deposit Determined by staff + actual cost	Deposit Determined by staff + actual cost	Deposit Determined by staff + actual cost	Deposit Determined by staff + actual cost	$ -	n/a
2	Annual Bingo License	each	n/a	$61	$63	$65	$2	3.4%
3	Collection Returned Check	each	$29	$29	$30	$31	$1	3.4%
4	Customer Service Record Search (2 hour minimum, partial hour billed as hourly rate)	per request	$165	$-	$-	$-	$-	n/a
5	Estate Sale/Residential Yard Sale	each permit	$10	$10	$10	$11	$0	3.4%
6	Business Registration Application	one-time fee	$20	$20	$21	$21	$1	3.4%
7	Business Registration Renewal	each	$16	$16	$16	$17	$1	3.4%
8	Accessibility Compliance Fund Fee, Set by Division of the State Architect (DSA)	Per License	n/a	$4	$4	$4	$-	0.0%
9	Water Payment Late Fee	per notice	n/a	n/a	$0.70	$0.72	$0.02	3.4%
	SECTION 3 - CITY CLERK							
1	Copies of documents filed under the California Public Records Act (CPRA) - First Page	each	$ 0.60	$0.60	$0.60	$0.60	$-	n/a
2	Copies of documents filed under the California Public Records Act (CPRA)- Additional Pages	each	$ 0.10	$0.10	$0.10	$0.10	$-	n/a

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
3	Copies of documents filed under the California Public Records Act (CPRA)- more than 5 years old	per document	$ 5	$5	$5	$5	$ -	n/a
4	Municipal code - all sections	each set	n/a	actual cost	actual cost	actual cost	$ -	n/a
5	Municipal code - annual revisions	subscription	n/a	actual cost	actual cost	actual cost	$ -	n/a
6	Zoning code	each	n/a	actual cost	actual cost	actual cost	$ -	n/a
7	Compact disc	each	$ 6	$ 6	$ 6	$ 6	$0.00	n/a
8	Flash drives	each	$ 6	$ 6	$ 6	$ 6	$0.00	n/a
9	Contractor debarment appeal	each	actual cost	actual cost	actual cost	actual cost	$ -	n/a
10	Certification of document	each	$40	$5	$5	$5	$-	n/a
11	Life Certification	each	$25	$25	$26	$27	$1	3.4%
12	City charter - book	each	n/a	actual cost	actual cost	actual cost	$ -	n/a
13	Subpoena – Standard - Evidence Code 1563(B)(6)	each	n/a	$15 + actual costs	$15 + actual costs	$15 + actual costs	$ -	n/a
14	Subpoena – Fees for Documents - Evidence Code 1563(b)	each	n/a	$15 + reasonable costs	$15 + reasonable costs	$15 + reasonable costs	$ -	n/a
15	Subpoena – Search fee – Certification of no records	each	n/a	$15	$15	$15	$ -	n/a
16	Subpoena Witness Fee - Gov. Code 68096.1(b)	per day	n/a	$275	$275	$275	$ -	n/a
17	Election Candidate Processing	each	$ 25	$25	$26	$27	$1	3.4%
18	Local Initiative Processing	each	$ 200	$200	$206	$213	$7	3.4%
	SECTION 4 - FIRE							
	MOTION PICTURE / FILM PERMITS							
1	Apparatus Stand-by	per hour	actual cost	actual cost	actual cost	actual cost	$-	n/a
2	Filming Permit Application	per permit	$230 plus actual cost	$230 plus actual cost	$237 Plus actual cost	$304	$67	28.3%
3	Film Permit Drone Fee	per permit	$430	$430	$443	$554	$111	25.1%
4	Fire (Film) Safety Officer (FSO)	per hour	actual cost	actual cost	actual cost	actual cost	$ -	n/a
5	Special Effects (See Operational Permits: Pyrotechnic Special Effects)							
	GENERAL FEES - FIRE INVESTIGATION/INSPECTION/INCIDENT REPORTS							
6	Incident Report - First Page (limited by the Public Records Act.)	per page	$0.60	$0.60	$0.60	$0.60	$-	n/a
7	Incident Report - Additional pages	per page	$0.10	$0.10	$0.10	$0.10	$-	n/a
8	Fire Investigation Report Hard Copy- First page (limited by the Public Records Act.)	per page	$0.60	$0.60	$0.60	$0.60	$-	n/a
9	Fire Investigation Report Hard - Additional pages	per page	$0.10	$0.10	$0.10	$0.10	$-	n/a
10	Fire Investigation Report Electronic Copy (limited by the Public Records Act.)	per device	$6	$6	$6	$6	$-	n/a
11	Document Scanning - Small Documents	per document	n/a	n/a	$0.25	$0.25	$-	N/A
12	Document Scanning - Large Documents	per document	n/a	n/a	$2.50	$2.50	$-	N/A
13	Duplicate Fire Construction Record	per record	n/a	n/a	$117	$117	$-	N/A
	EMERGENCY MEDICAL TRANSPORTATION							
14	Annual Emergency Medical Transportation Subscription	per household	$65	$65	$67	$67	$-	0.0%
15	Assessment No Transport	Per Transport	$ 300	$300	$309	$309	$-	0.0%
16	Emergency Medical Transportation	Per Transport	LA County Rate	LA County Rate	LA County Rate	LA County Rate	$ -	n/a
	FIRE PREVENTION BUREAU FEES							

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
	Plan Check Fees							
17	Fire Building Plan Review	Per Review	n/a	n/a	20% of Building Permit Fees	20% of Building Permit Fees	n/a	n/a
18	Plan Check	per hour	$335	$335	$345	$304	$(41)	-12%
19	Re-submission of plans	per hour	$335	$335	$345	$304	$(41)	-12%
20	Pre-Submission Plan Check (Prior to Bldg. Fee Issuance)	per hour	$335	$335	$345	$304	$(41)	-12%
21	Fire Department Plan Check (no Bldg. Fee Issued)	per hour	$335	$335	$345	$304	$(41)	-12%
	OPERATIONAL PERMITS							
22	Aerosol Products	Annual				$524		
23	Carnival/Circus	per location	$ 240	$240	$247	$304	$57	23%
24	Combustible Dust-Producing Operations	Annual	$320	$320	$330	$384	$54	17%
25	Combustible Fibers	Annual				$304		
26	Compressed Gases	Annual				$524		
27	Covered and Open Mall Buildings	Annual				$609		
28	Cryogenic Fluids	Annual				$274		
29	Cutting and Welding	Annual				$524		
30	Dry Cleaning	Annual				$304		
31	Energy Storage Systems	Annual				$524		
32	Exhibits, Trade Shows, Farmers' Markets, Christmas Tree and Pumpkin Lots	per event	$240	$240	$247	$304	$57	19%
33	Fire Hydrant and Valves Connections	Annual				$429		
34	Fire Watch	Per permit	actual cost	$335	$345	$500	$155	45%
35	Flammable / Combustible Liquids	Annual	$645	$645	$664	$769	$105	16%
36	Floor Finishing	Annual				$304		
37	Fumigation and Insecticidal Fogging	Annual				$524		
38	Hazardous Materials	Annual	$545	$545	$561	$660	$99	18%
39	High-Piled Storage	Annual	$430	$430	$443	$554	$111	25%
40	Hot Work Operations	Annual	$430	$430	$443	$554	$111	25%
41	Indoor Plant Cultivation	Annual				$304		
42	Industrial Ovens	Annual				$304		
43	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Occupancy	Annual				$429		
44	Lithium Batteries	Annual	$410	$410	$422	$494	$72	17%
45	LP-Gas	per inspection	$410	$410	$422	$494	$72	17%
46	Lumbar Yard and Woodworking Plants	Annual				$609		
47	Magnesium (above Maximum Allowable Quantity)	Annual				$524		
48	Miscellaneous Combustible Storage	Annual				$429		
49	Mobile Food Preparation Vehicles	Annual				$304		
50	Mobile Fueling of Hydrogen-Fueled Vehicles	Annual				$55		
51	Repair Garages & Motor Fuel Dispensing Facilities	per inspection	$410	$ 410	$422	$494	$72	17%
	Occupancies (Includes up to 2 Operational Permits)	Annual						
52	Assembly	Annual				$429		
53	Business	Annual				$304		
54	Educational	Annual				$554		

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
55	Factory	Annual				$554		
56	High-Hazard	Annual				$554		
57	Institutional	Annual				$554		
58	Mercantile	Annual				$304		
59	Residential	Annual				$304		
60	Storage	Annual				$429		
61	Miscellaneous	Annual				$429		
62	Open Burning	per event	$145	$145	$149	$179	$30	20%
63	Open Flames and Candles in Assembly areas/Restaurants/Bars	Annual				$179		
64	Outdoor Assembly Event > 1000 persons attendance	Annual				$304		
65	Places of Assembly	Annual				$304		
66	Private Fire Hydrants	Annual				$609		
67	Protechnic Special Effects / Aerial Fireworks Display	per event	$505	$505	$520	$604	$84	16%
68	Refrigeration Equipment	Annual				$524		
69	Safe and Sane Fireworks Stands	per stand	$790	$488	$502	$932	$430	86%
70	Spray or Dipping Operations	Annual	$320	$320	$330	$549	$219	67%
71	Storage Scrap Tires	Annual				$329		
72	Temporary Membrane Structures and Tents (Tents > 400 sq ft / Canopy > 700 sq ft)	per structure/ tent	$410	$410	$422	$494	$72	17%
73	Temporary Heating or Cooking In Membrane Structures and Tents	Annual				$429		
74	Waste Handling (Junk Yards)	Annual				$554		
75	Wood Products	Annual				$304		
	FIRE CONSTRUCTION PERMIT FEES							
76	Automatic Fire Extinguishing Systems (per system)	per inspection	$430	$430	$443	$554	$111	25%
	Fire Sprinkler Systems							
77	0-49 Heads	per inspection	$430	$430	$443	$554	$111	25%
78	50-100 Heads	per inspection	$620	$620	$639	$804	$165	26%
79	101-299 Heads	per inspection	$811	$811	$835	$1,054	$219	26%
80	300-399 Heads	per inspection	$1,002	$1,002	$1,032	$1,304	$272	26%
81	400-499 Heads	per inspection	$1,195	$1,195	$1,231	$1,554	$323	26%
82	500+ heads: Charge per additional 100 heads	per inspection	$190	$190	$196	$304	$108	55%
83	System Modification/Repair	per inspection	$335	$335	$345	$384	$39	11%
84	Compressed Gases	per inspection	$410	$ 410	$422	$494	$72	17%
85	Cryogenic Fluids	per inspection	$410	$ 410	$422	$494	$72	17%
86	Emergency Responder Communication Coverage System	per inspection				$913		
87	Energy Storage Systems	per inspection				$1,049		
	Fire Alarm & Detection Systems & Related Equipment							
88	< 40 Devices	per inspection	$620	$620	$639	$804	$165	26%
89	40 - 79 Devices	per inspection	$715	$715	$736	$929	$193	26%
90	> 80 Devices	per inspection	$905	$905	$932	$1,179	$247	26%
91	System Modification/Repair	per inspection	$335	$335	$345	$429	$84	24%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
92	Fire Pumps & Related Equipment	per inspection	$335	$335	$345	$429	$84	24%
	Flammable / Combustible Liquid Tank (Installations & Removals)							
93	1st Tank	per inspection	$645	$645	$664	$769	$105	16%
94	Each Additional Tank	per inspection	$270	$270	$278	$330	$52	19%
95	Fuel Cell Power Systems	per inspection				$1,049		
96	New Gas Detection System Fire Inspection	per inspection	$230	$230	$237	$274	$37	16%
97	Gas Detection System	per inspection				$274		
98	Gates and Barricades Across Fire Apparatus Acces Roads	per inspection				$304		
99	Hazardous Materials	Annual	$545	$545	$561	$660	$99	18%
100	High-Piled Storage	Annual	$430	$430	$443	$554	$111	25%
101	Industrial Ovens	per inspection				$304		
102	LP-Gas	per inspection	$320	$320	$330	$384	$54	17%
103	Motor Vehicle Repair Rooms	per inspection				$494		
104	Private Fire Hydrants	per inspection				$734		
105	Smoke Control or Exhaust Systems	per inspection				$484		
106	Solar Photovoltaic Power Systems	per inspection				$734		
107	Special Event Structure	per inspection				$304		
108	Spray Booth/Room or Dip Tank	per inspection	$320	$320	$330	$384	$54	17%
109	Standpipe Systems / Fire Riser	per inspection	n/a	n/a	$494	$429	$(65)	-13%
110	Underground (Fire) Line	per hour	$190	$190	$196	$304	$108	55%
	FIRE INSPECTION FEES							
111	Complaint Inspection / Investigation	per hour	actual cost	actual cost	actual cost	$304	n/a	n/a
112	Construction - Contractor "No Show" (Without Notification)	per inspection	$240	$240	$247	$304	$57	19%
113	Construction - Re-inspection (hourly)	per hour	$190	$190	$196	$304	$108	36%
114	Fire Doors / Fire Access / Other Protective Openings (Field Verification)	per location	$240	$240	$247	$304	$57	19%
115	Fire Flow Test	per test	$335	$335	$345	$429	$84	20%
116	Fire Flow Testing - Static Pressure Test R3, R3.1 Occupancies	per test	n/a	n/a	$175	$304	$129	42%
117	5-Year Fire Sprinkler-Riser Inspection (per riser)	per inspection	$ 480	$480	$494	$609	$115	19%
118	High Rise Inspection (Hourly)	per hour	$190	$190	$196	$250	$54	22%
119	Inspection Charge	per hour	actual cost	actual cost	actual cost	actual cost	$-	0%
120	Inspection Charge - Fire Clearance (Non-State mandated)	per inspection	$ 240	$240	$247	$304	$57	23%
121	Inspection Charges - After Hours, Weekends, and Holidays (4 hr. Minimum)	per hour	actual cost	actual cost	actual cost	actual cost	$-	0%
122	Standby Service (4 hour minimum)	per hour	actual cost	actual cost	actual cost	actual cost	$-	0%
123	High Rise Inspection Fee	per Inspection	$50	$50	$52			
124	Business License Inspection	per inspection	$ 190	$ 190	$196			
125	Business License Inspection No Show	per inspection	$ 190	$190	$196			
126	Re-inspection of Construction Site (Per Re-inspection)	per inspection	$ 50	$ 50	$52			
127	Re-inspection of Code Violation	per reinspection	$240	$240	$247			
	FIRE PRE-OCCUPANCY CLEARANCE INSPECTION FEES							
128	< 100 Residents	per inspection	$430	$430	$443	$554	$111	25%
129	100 + Residents	per inspection	$620	$620	$639	$804	$165	26%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
130	Clinics / Medical Offices	per inspection	$335	$335	$345	$429	$84	24%
131	Hospitals	per inspection	$810	$810	$834	$1,054	$220	26%
132	Large Family Day Care	per inspection	$290	$290	$299	$359	$60	20%
133	Nursery Schools & Day Care Centers	per inspection	$335	$335	$345	$429	$84	24%
134	Private Schools	per inspection	$335	$335	$345	$429	$84	24%
	PENALTIES							
135	False Alarm - Residential - 4th / 5th / 6th	per alarm	$375	$375	$386	$386	$-	0%
136	False Alarm - Residential - 7th and above	per alarm	$755	$755	$778	$778	$-	0%
137	False Alarm - Commercial - 3rd Occurrence	per alarm	$755	$755	$778	$778	$-	0%
138	Malicious False Alarms - each	per alarm	actual cost	actual cost	actual cost	actual cost	n/a	n/a
139	Work Without a Permit	per occurrence				$ 2,000.00		
140	Requested Pre-Occupancy Clearance - Non-Residential	per inspection	$240	$240	$247			
	HAZARDOUS MATERIALS - ANNUAL DISCLOSURE (BILLED & COLLECTED BY LACDPH)							
	# of Disclosures (Includes 4 hrs of inspection time)							
141	1-2 Disclosures	per inspection	$ 370	$370	$381	$439	$58	15%
142	3-4 Disclosures	per inspection	$ 460	$460	$474	$549	$75	16%
143	5-8 Disclosures	per inspection	$ 735	$735	$757	$879	$122	16%
144	9-12 Disclosures	per inspection	$ 1,005	$1,005	$1,035	$1,209	$174	17%
145	13 + Disclosures	per inspection	$ 1,280	$1,280	$1,318	$1,539	$221	17%
146	CALARP Program Fee	per program	$ 1,005	$1,005	$1,035	$1,209	$174	17%
147	> 4 Hours Inspection Time - Hourly	per hour	$ 181	$181	$186	$220	$34	18%
148	CERS Administration	per inspection site	$ 50	$50	$52	$55	$4	7%
	HAZARDOUS MATERIALS FEES							
149	Hazardous Materials mitigation - incident	per incident	actual cost	actual cost	actual cost	actual cost	$-	0%
150	Modification Vapor Recovery Stem or Flammable Liquid Tank	per inspection	$320	$320	$330			
151	Installation of Gas Detection System Inspection	per incident	$231	$231	$238			
	SECTION 5 - PLANNING							
	AERIAL PHOTOS & GIS MAPS							
1	8 1/2" x 11"	per map	$15	$15	$15	$16	$1	3.4%
2	11" x 17"	per map	$25	$25	$26	$27	$1	3.4%
3	11" x 17" - additional copy	per map	$10	$10	$10	$11	$1	3.4%
4	Larger than 11" x 17"	per map	$52	$52	$54	$55	$2	3.4%
5	Larger than 11" x 17" - additional copy	per map	$17	$17	$18	$18	$-	0.0%
	PERMITS							
6	Commercial Sidewalk Sale	each permit	$305	$184	$190	$196	$6	3.4%
7	Christmas Tree Lots	each permit	$ 295	$184	$190	$196	$6	3.4%
8	Pumpkin Patch	each permit	$ 295	$184	$190	$196	$6	3.4%
9	Fireworks Stand	each permit	$240	$90	$93	$96	$3	3.4%
10	Planning Sign Permit (When No Building Permit is Required)	each permit	$160	$160	$165	$170	$6	3.4%
11	Sign permit (Face Change Only)	each permit	$160	$160	$165			

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
12	Temporary Sign	each permit	$153	$153	$158	$163	$5	3.4%
13	Laser/Search Light ($200.00 max)	each permit	$160	$ 160	$165	$170	$6	3.4%
	PLANNING APPLICATIONS							
	Special Event permits							
14	Special Event Permit- Admin (Non-Profit, 501(c)3)	Per Application	$4,395	$234	$241	$249	$8	3.4%
15	Special Event Permit- Admin (Other)	Per Application	$4,395	$586	$604	$624	$21	3.4%
16	Special Event Permit- Admin (Planning Commission - Other)	Per Application	$8,900	$1,226	$1,263	$1,306	$43	3.4%
17	Special Event Permit-Admin: (Planning Commission - Non-Profit)	Per Application	$8,900	$234	$241	$249	$8	3.4%
18	Pre-Application Review (50% of fee credited to planning application if submitted within six months)	Per Application	$5,825	$5,825	$6,000	$1,236	$(4,764)	-79%
19	General Plan - Amendment	Per Application	$42,715	$11,025	$11,356	$11,742	$386	3.4%
20	Specific Plan Application ($20,000 deposit)	Per Application	actual cost	actual cost	actual cost	actual cost	$-	n/a
21	Specific Plan - Amendment	Per Application	$ 29,730	$ 11,025	$11,356	$11,742	$386	3.4%
22	Zone Change Code Amendment	Per Application	$27,995	$11,025	$11,356	$11,742	$386	3.4%
23	GPA/Code Amendment Initiation Request	Per Application	$7,165	$1,838	$1,893	$1,957	$64	3.4%
24	Variance (R-1 Zone Only)	Per Application	$9,995	$2,450	$2,524	$2,609	$86	3.4%
25	Variance	Per Application	$9,995	$7,840	$8,075	$8,350	$275	3.4%
26	Conditional Use permit	Per Application	$12,015	$7,350	$7,571	$7,828	$257	3.4%
27	Site Plan Review	Per Application	$19,690	$7,350	$7,571	$7,828	$257	3.4%
28	Minor Site Plan Review	Per Application	$6,805	$1,226	$1,263	$1,306	$43	3.4%
29	Minor Conditional Use Permit	Per Application	$5,225	$1,226	$1,263	$1,306	$43	3.4%
30	Administrative Permit for 20% Parking Deviation	Per Application			$1,263	$1,306	$43	3.4%
31	Planned Unit Development	Per Application	$22,375	$10,000	$10,300	$10,650	$350	3.4%
32	Planned Sign Program	Per Application	$8,215	$2,452	$1,263	$1,306	$43	3.4%
33	Temporary Use of Land permit	Per Application	$3,575	$920	$947	$979	$32	3.4%
34	Development Agreement ($20,000 deposit)	Per Application	actual cost	actual cost	actual cost	actual cost	$-	n/a
35	Adult Use permit (Minimum Deposit $10,000)	Per Application	actual cost (Minimum Deposit $10,000)	actual cost (Minimum Deposit $10,000)	actual cost (Minimum Deposit $10,000)	actual cost (Minimum Deposit $10,000)	$-	n/a
	Subdivisions							
36	Parcel Map Application	Per Application	$12,710	$7,350	$7,571	$7,828	$257	3.4%
37	Tract Map application	Per Application	$13,880	$9,189	$9,465	$9,786	$322	3.4%
38	Lot Merger	Per Application	$8,460	$2,450	$2,524	$2,609	$86	3.4%
39	Lot Line Adjustment Application, and Certificate of Compliance	Per Application	$6,715	$2,450	$2,524	$2,609	$86	3.4%
40	Tract/Parcel Map Extension	Per Application	n/a	n/a	$ 2,730	$2,823	$93	3.4%
	Architectureal Review:							

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
41	Architectural Review Fee- SF Residential	Per application	$10,000 Deposit with charges at the fully allocated hourly rate for all personnel	$ 250	$ 258	$ 266	$9	3.4%
42	Architectural Review Fee- MF Residential	Per application	$10,000 Deposit with charges at the fully allocated hourly rate for all personnel	$ 1,500	$ 1,545	$ 1,598	$53	3.4%
43	Architectural Review Fee- Non-Residential	Per application	$10,000 Deposit with charges at the fully allocated hourly rate for all personnel	$ 3,000	$ 3,090	$ 3,195	$105	3.4%
44	Architectural Review Fee- Peer Review	Per application	$10,000 Deposit with charges at the fully allocated hourly rate for all personnel	Direct Cost + 10% Admin Admin	Direct Cost + 10% Admin Admin	Direct Cost + 10% Admin Admin	$-	n/a
	ENIVORNMENTAL ASSESSMENT							
45	Negative Declaration	application	Direct Cost + 10% Admin + Filing fees	$4,164	$4,289	$4,435	$146	3.4%
46	Mitigated Negative Declaration	each	Direct Cost + 10% Admin + Filing fees	Direct Cost + 10% Admin + filing fees	Direct Cost + 10% Admin + filing fees	Direct Cost + 10% Admin + filing fees	$ -	n/a
47	Environmental Impact Report	each	Direct Cost + 10% Admin + Filing fees	Direct Cost + 10% Admin Admin + filing fees	Direct Cost + 10% Admin Admin + filing fees	Direct Cost + 10% Admin Admin + filing fees	$ -	n/a
48	County Recording Fee	per fee	n/a	Direct Cost	Direct Cost	Direct Cost	$ -	n/a
49	Fish and Game Fee	per fee	n/a	Direct Cost	Direct Cost	Direct Cost	$ -	n/a
	OTHER							
50	Miscellaneous Administration Action	application	$3,185	$1,226	$1,263	$1,306	$43	3.4%
51	Miscellaneous Planning Action	application	$5,445	$1,226	$1,263	$1,306	$43	3.4%
52	Time Extension	application	$ 4,015	$4,013	$4,133	$4,274	$141	3.4%
53	Landscape/Irrigation Plan Review (exclude SFRs, SB9s, and Urban Lot Splits)	application	$2,970	$638	$657	$679	$22	3.4%
54	Landscape/Hardscape Review (applies only to SFRs, SB9 and Urban Lot Splits)	application	n/a	n/a	$110	$114	$4	3.4%
55	Revision to Previously Approved Application	application	$ 7,715.00	1/2 Original Fee	1/2 Original Fee	1/2 Original Fee	$-	n/a
56	Appeal of Application - Planning Commission	Request	$7,005	1/2 Original Fee	1/2 Original Fee	1/2 Original Fee	$-	n/a
57	Appeal of Application - City Council	Request	$9,490	1/2 Original Fee	1/2 Original Fee	1/2 Original Fee	$-	n/a

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
58	Code Interpretation	application	$6,680	$1,226	$1,263	$1,306	$43	3.4%
59	Real-Estate/Zoning Conformance Letter	application	$915	$736	$758	$784	$26	3.4%
60	Zoning Verification	application				$110		
61	Radius Map with List of Property Owners	application	$-	$-	$-	$-	$-	n/a
62	Handling & Postage Fee on Refunded Applications		n/a	10% of Application Fee	10% of Application Fee	10% of Application Fee	$-	n/a
63	Semi-Annual Downtown Parking Waiver		n/a	$115	$118	$122	$4	3.4%
64	Other Action not Listed	application	Deposit Determined by staff + actual cost	Direct Cost + 10% Admin Admin	Direct Cost + 10% Admin Admin	Direct Cost + 10% Admin Admin	$-	0%
	PLANNING DIVISION BUILDING PLAN CHECK FEE							
65	Residential (single-family new or expansions)	application	n/a	n/a	$ 319.59	$ 330.46	$10.87	3.4%
66	Commercial / Multi=Family Residential (over four units)	application	n/a	n/a	$ 958.77	$ 991.37	$32.60	3.4%
67	Planning Division Building Plan Check (3rd recheck and beyond)	per hour	n/a	n/a	$ 213.06	$ 220.30	$7.24	3.4%
	SECTION 6 - BUILDING & SAFETY							
	BUILDING PERMITS							
1	Special Event plan Review	Per permit	n/a	n/a	$ 110.00	$ 113.74	$ 3.74	3.4%
2	Special Event Inspection	Per permit	n/a	n/a	$ 405.00	$ 418.77	$ 13.77	3.4%
3	Permit Issuance	per permit	n/a	n/a	$ 58.04	$ 60.01	$ 1.97	3.4%
4	Technology Fee (8% of permit fees to include all permit types including Plumbing, Electrical and Mechanical)	Per permit	n/a	n/a	8% of Permit Fees	8% of Permit Fees	n/a	n/a
5	Board of Building Appeals	per appeal	$1,524.90	$1,524.90	$1,570.65	$1,624.05	$53.40	3.4%
6	Project Valuation $0 to $500	$0 to $500	$52.90	$52.90	$54.49	$56.34	$1.85	3.4%
7	Project Valuation $500.01 to $2,000	base plus supplemental calculation	$48.90 + $7.07 per $1,000 or valuation >500	$48.90 + $7.07 per $100 or valuation >500	$54.49 + $7.28 per $100 or valuation >501	$56.34 + $7.53 per $100 of valuation >$500	$1.85 + $0.25 per $100 of valuation >$500	3%
8	Project Valuation $2,000.01 to $25,000	base plus supplemental calculation	$155.03 + $25.69 per $1,000 of valuation > $2,000	$155.03 + $25.69 per $1,000 of valuation > $2,000	$163.69 + $26.46 per $1,000 of valuation > $2,001	$169.26 + $27.36 per $1,000 of valuation >$2,000	$5.57 + $0.90 per $1,000 of valuation >$2,000	3%
9	Project Valuation $25,000.01 to $50,000	base plus supplemental calculation	$745.90+ $23.70 per $1,000 of valuation > $25,000	$745.90+ $23.70 per $1,000 of valuation > $25,000	$772.27+ $24.41 per $1,000 of valuation > $25,001	$798.53 + $25.24 per $1,000 of valuation >$25,000	$26.26 + $0.83 per $1,000 of valuation >$25,000	3%
10	Project Valuation $50,000.01 to $100,000	base plus supplemental calculation	$1,338.40 + $13.93 per $1,000 of valuation > $50,000	$1,338.40 + $13.93 per $1,000 of valuation > $50,000	$1,382.52+ $14.35 per $1,000 of valuation > $50,001	$1,429.53 + $14.84 per $1,000 of valuation >$50,000	$47.01 + $0.49 per $1,000 of valuation >$50,000	3%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
11	Project Valuation $100,000.01 to $500,000	base plus supplemental calculation	$2,034.90 + $9.69 per $1,000 of valuation > $100,000	$2,034.90 + $9.69 per $1,000 of valuation > $100,000	$2,100.02 + $9.98 per $1,000 of valuation > $100,001	$2,171.42 + $10.32 per $1,000 of valuation >$100,000	$71.4 + $0.34 per $1,000 of valuation >$100,000	3%
12	Project Valuation $500,000.01 to $1,000,000	base plus summlemental calculation	$5,910.90 + $8.68 per $1,000 of valuation > $500,000	$5,910.90 + $8.68 per $1,000 of valuation > $500,000	$6,092.02 + $8.94 per $1,000 of valuation > $500,001	$6,299.15 + $9.24 per $1,000 of valuation >$500,000	$207.13 + $0.30 per $1,000 of valuation >$500,000	3%
13	Project Valuation $1,000,000.01 to $5,000,000	base plus supplemental calculation	$10,250.90 + $4.12 per $1,000 of valuation > $1,000,000	$10,250.90 + $4.12 per $1,000 of valuation > $1,000,000	$10,562.02+ $4.24 per $1,000 of valuation > $1,000,001	$10,921.13 + $4.38 per $1,000 of valuation >$1,000,000	$359.11 + $0.14 per $1,000 of valuation >$1,000,000	3%
14	Project Valuation $5,000,000.01 to $10,000,000	base plus supplemental calculation	$26,730.90.10+ $4.12 per $1,000 of valuation > $5,000,000	$26,730.90+ $4.12 per $1,000 of valuation > $5,000,000	$27,522.02+ $4.24 per $1,000 of valuation > $5,000,001	$28,457.77 + $4.38 per $1,000 of valuation >$5,000,000	$935.75 + $0.14 per $1,000 of valuation >$5,000,000	3%
15	Project Valuation $10,000,000.01 to $20,000,000	base plus supplemental calculation	$47,330.90 + $4.12 per $1,000 of valuation > $10,000,000	$47,330.90 + $4.12 per $1,000 of valuation > $10,000,000	$48,722.02 + $4.24 per $1,000 of valuation > $10,000,001	$50,378.57 + $4.38 per $1,000 of valuation >$10,000,000	$1,656.55 + $0.14 per $1,000 of valuation >$10,000,000	3%
16	Project Valuation $20,000,000.01 and Over	base plus supplemental calculation	$88,530.90 + $4.12 per $1,000 of valuation > $20,000,000	$88,530.90 + $4.12 per $1,000 of valuation > $20,000,000	$91,122.02+ $4.24 per $1,000 of valuation > $20,000,001	$94,220.17 + $4.38 per $1,000 of valuation >$20,000,000	$3,098.15 + $0.14 per $1,000 of valuation >$20,000,000	3%
17	General Plan Revision	each	n/a	.2% of Building Valuation	.2% of Building Valuation	.2% of Building Valuation	$ -	n/a
18	Records Management	each	n/a	.2% of Building Valuation	.2% of Building Valuation	.2% of Building Valuation	$ -	n/a
19	Strong Motion (SMIP) -State Quake Tax Commercial	each	0.028% of Building Valuation	0.028% of Building Valuation	0.028% of Building Valuation	0.028% of Building Valuation	$ -	n/a
20	Strong Motion (SMIP) - State Quake Tax Residential	each	0.013% of Building Valuation	0.013% of Building Valuation	0.013% of Building Valuation	0.013% of Building Valuation	$ -	n/a
	BUILDING STANDARDS ADMINISTRATION SPECIAL REVOLVING FUND - ACTUAL COST SET BY STATE							
21	permit valuation $1 to $25,000	each	$1.00	$1.00	$1.00	$1.00	$-	n/a
22	permit valuation $25,001 to $50,000	each	$2.00	$2.00	$2.00	$2.00	$-	n/a
23	permit valuation $50,001 to $75,000	each	$3.00	$3.00	$3.00	$3.00	$-	n/a

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
24	permit valuation $75,001 to $100,000	each	$4.00	$4.00	$4.00	$4.00	$-	n/a
25	permit valuation Every $25,000 or fraction thereof above $100,000	each	$1.00	$1.00	$1.00	$1.00	$-	n/a
26	Building Plan Check (includes 2 rechecks)	each	n/a	85% of permit Fee	85% of permit Fee	85% of permit Fee	$ -	n/a
27	Building Plan check (3rd recheck & beyond) per hour	each	$196.65	$196.65	$202.55	$209.44	$6.89	3.4%
28	Energy Conservation Plan Check	each	n/a	11% of Plan Check Fee	11% of Plan Check Fee	11% of Plan Check Fee	$ -	0%
29	Disabled Access Plan Check	each	n/a	11% of Plan Check Fee	11% of Plan Check Fee	11% of Plan Check Fee	$ -	0%
	GRADING PERMITS							
30	Grading permit issuance		$ 56.35	$ 56.35	$ 58.04	$ 60.01	$ 1.97	3.4%
	Permit Fee							
31	1 to 1,000 Cubic Yards	base plus supplemental calculation	$221.26 plus $106.67 per 100 c.y.	$221.26 plus $106.67 per 100 c.y.	$227.90 plus $109.87 per 100 c.y.	$235.65 plus $113.61 per 100c.y.	$7.75 plus $3.74 per 100c.y.	3.4%
32	1,001 to 100,000 Cubic Yards	base plus supplemental calculation	$1,288 plus $60.97 per 100 c.y. > 1,000 c.y.	$1,288 plus $60.97 per 100 c.y. > 1,000 c.y.	$1,326.60 plus $62.80 per 100 c.y. > 1,000 c.y.	$1,371.71 plus $64.94 per 1,000c.y. >1,000c.y.	$45.11 + $2.14 per 1,000c.y. >1,000c.y.	3.4%
33	Greater than 100,001 Cubic Yards	base plus supplemental calculation	$7,324.68 plus $147.72 per 100 c.y.>1,000 c.y.	$7,324.68 plus $147.72 per 100 c.y.>1,000 c.y.	$7,543.80plus $152.15 per 100 c.y.>1,000 c.y.	$7,800.77 plus $157.32 per 1,000c.y. >100,000c.y.	$256.97 plus $5.17 per 1,000c.y. >100,000c.y.	3.4%
	Note: The Plan Check fee shall be 80% of the permit Fee							
	Electrical permit Fees							
34	Electrical permit issuance		$ 56.35	$56.35	$58.04	$60.01	$1.97	3.4%
35	Records Management Fee ($1.00 Minimum)			3% of Total permit Fee	3% of Total permit Fee	3% of Total permit Fee	$-	0%
36	New Residential - Dwelling	per square foot	$ 0.23	$0.23	$0.24	$0.24	$0.01	3.4%
37	New Residential - Garage	per square foot	$ 0.21	$0.21	$0.21	$0.22	$0.01	3.4%
	Branch Circuits							
	Branch Circuit fees apply to new branch circuit wiring for lighting fixtures, switches, outlets, and receptacles which are supplied by the new branch circuits							
38	For 15 to 20 Amp / 1 to 120 volts (each 1-10 circuits)		$ 23.00	$23.00	$23.69	$24.50	$0.81	3.4%
39	For 15 to 20 Amp / 1 to 120 volts (each 11-40 circuits)		$ 20.70	$20.70	$21.32	$22.05	$0.72	3.4%
40	For 15 to 20 Amp / 1 to 120 volts (each 41 and above)		$ 19.55	$19.55	$20.14	$20.82	$0.68	3.4%
41	For 15 to 20 Amp / Greater than 120 Volts		$ 41.40	$41.40	$42.64	$44.09	$1.45	3.4%
	Photovoltaic Systems							
	PHOTOVOLTAIC ENERGY SYSTEM							
42	Permit Issuance	each	$ 34.50	$ 34.50	$ 58.04	$ 60.01	$ 1.97	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
	Residential:							
43	Systems that are 15kW and under (permit Fee)		$ 322.00	$322.00	$331.66	$ 342.94	$ 11.28	3.4%
44	Systems that are 15kW and under (Plan Check Fee)		$ 149.50	$149.50	$153.99	$ 159.22	$ 5.24	3.4%
45	Systems that are over 15kW (permit Fee)	per kW	$ 11.50	$11.50	$11.85	$ 12.25	$ 0.40	3.4%
46	Systems that are over 15kW (Plan Check Fee)	per kW	$ 5.75	$5.75	$5.92	$ 6.12	$ 0.20	3.4%
	Commercial:							
47	Systems that are 50kW and under (permit Fee)		$ 736.00	$736.00	$758.08	$ 783.85	$ 25.77	3.4%
48	Systems that are 50kW and under (Plan Check Fee)		$ 368.00	$368.00	$379.04	$ 391.93	$ 12.89	3.4%
49	Systems that are 51kW to 250kW (permit Fee)		$ 5.18	$5.18	$5.33	$ 5.51	$ 0.18	3.4%
50	Systems that are 51kW to 250kW (Plan Check Fee)		$ 2.88	$2.88	$2.96	$ 3.06	$ 0.10	3.4%
51	Systems that are greater than 250kW (permit Fee)		$ 4.03	$4.03	$4.15	$ 4.29	$ 0.14	3.4%
52	Systems that are greater than 250kW (Plan Check Fee)		$ 1.73	$1.73	$1.78	$ 1.84	$ 0.06	3.4%
53	Residential Swimming Pool		$ 120.75	$120.75	$124.37	$ 128.60	$ 4.23	3.4%
54	Pre-Fabricated Spas, Hot Tubs, and Saunas		$ 47.15	$47.15	$48.56	$ 50.22	$ 1.65	3.4%
55	Generators and Rides		$ 58.65	$58.65	$60.41	$ 62.46	$ 2.05	3.4%
56	Booth Lighting & Displays with Lights		$ 27.60	$27.60	$28.43	$ 29.39	$ 0.97	3.4%
57	Temporary Service Pole		$ 64.40	$64.40	$66.33	$ 68.59	$ 2.26	3.4%
58	Temporary Distribution System (For lighting, construction sites, sales booths)		$ 32.20	$32.20	$33.17	$ 34.29	$ 1.13	3.4%
59	Receptacles, switches, lighting, sockets, and other similar fixtures (1-20 fixtures)	each	$ 3.45	$3.45	$3.55	$ 3.67	$ 0.12	3.4%
60	Receptacles, switches, lighting, sockets, and other similar fixtures (over 20 fixtures)	each	$ 2.30	$2.30	$2.37	$ 2.45	$ 0.08	3.4%
61	Pole or Platform Mounted Fixtures	each	$ 3.45	$3.45	$3.55	$ 3.67	$ 0.12	3.4%
62	Theatrical Type Lighting Fixtures	each	$ 3.45	$3.45	$3.55	$ 3.67	$ 0.12	3.4%
63	Residential Appliance (3 HP or less) (ovens, cooking ranges, air conditioners, heaters, food waste grinders, dish washers, washing machines, water heaters, clothes dryers, similar appliance)	each	$ 23.00	$23.00	$23.69	$ 24.50	$ 0.81	3.4%
64	Non-Residential Appliance (3 HP or less) (medical appliances, food containers, vending machines, laundry machines, similar appliance)	each	$ 23.00	$23.00	$23.69	$ 24.50	$ 0.81	3.4%
65	Appliance (1-10 HP)	each	$ 28.75	$28.75	$29.61	$ 30.62	$ 1.01	3.4%
66	Appliance (11-50 HP)	each	$ 69.00	$69.00	$71.07	$ 73.49	$ 2.42	3.4%
67	Appliance (51-100 HP)	each	$ 128.80	$128.80	$132.66	$ 137.17	$ 4.51	3.4%
68	Appliance (over 100 HP)	each	$ 212.75	$212.75	$219.13	$ 226.58	$ 7.45	3.4%
	Note: Appliances with more than one motor: the sum of the combined ratings may be used							
69	Trolley and Plug-in Type Bus Ways	each	$ 40.25	$40.25	$41.46	$ 42.87	$ 1.41	3.4%
70	Sign/Marquees	each	$ 59.80	$59.80	$61.59	$ 63.69	$ 2.09	3.4%
	600 Volt Switchboards, Control Centers, and Panels							
71	0 to 200 Amps	each	$ 85.10	$85.10	$87.65	$ 90.63	$ 2.98	3.4%
72	210 to 1,000 amps	each	$ 112.70	$112.70	$116.08	$ 120.03	$ 3.95	3.4%
73	Greater than 1,000 Amps	each	$ 242.65	$242.65	$249.93	$ 258.43	$ 8.50	3.4%
74	Misc. Electrical Systems	each	$ 96.60	$96.60	$99.50	$ 102.88	$ 3.38	3.4%
	Conduits & Conductors							
75	Laboratory Test Report Review (each 1 to 10 Items)		$ 377.20	$377.20	$388.52	$ 401.73	$ 13.21	3.4%
76	Laboratory Test Report Review (each 11 to 20 Items)		$ 754.40	$754.40	$777.03	$ 803.45	$ 26.42	3.4%
77	Laboratory Test Report Review (each greater than 20 Items)		$ 1355.85	$1,355.85	$1,396.53	$ 1,444.01	$ 47.48	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
78	Electrical Plan Check (includes 2 rechecks)		50% of permit Fee ($103.50 Minimum)	50% of permit Fee ($103.50 Minimum)	50% of permit Fee ($103.50 Minimum)	50% of permit Fee ($103.50 Minimum)	$-	0%
79	Electrical Plan Check (3rd recheck & beyond) per hour	per hour	$ 213.90	$213.90	$220.32	$227.81	$7.49	3.4%
80	Energy Conservation Plan Check (no building permit) - per 1,000 square feet	per 1,000 square feet	$20.49 (Minimum $69.92)	$20.49 (Minimum $69.92)	$21.10 (Minimum $69.92)	$21.82 (Minimum $69.92)	$0.72	3.4%
81	Minimum Electrical Permit Fee	per permit	$ 120.75	$120.75	$124.37	$128.60	$4.23	3.4%
	MECHANICAL PERMIT FEES							
82	Permit issuance		$ 56.35	$56.35	$58.04	$60.01	$1.97	3.4%
	Note: Systems, one horsepower is equal to one ton or 12,000 BTU's. For steam boilers, one horsepower is equal to 50,000 BTU's							
83	Records Management Fee ($1.00 Minimum)		n/a	3% of Total permit Fee	3% of Total permit Fee	3% of Total permit Fee	$-	0%
	HVAC Unit							
84	0 to 100,000 BTU	each	$ 101.34	$101.34	$104.38	$107.93	$3.55	3.4%
85	100,001 to 1,000,000 BTU	each	$ 169.25	$169.25	$174.32	$180.25	$5.93	3.4%
86	Greater than 1,000,000 BTU	each	$ 254.41	$254.41	$262.05	$270.96	$8.91	3.4%
87	Returns & Supplies (Duct work)	each	$ 17.25	$17.25	$17.77	$18.37	$0.60	3.4%
88	Air Handling Unit for HVAC, 2,000 CFM (1 to 10 units)	each	$ 19.40	$19.40	$19.98	$20.66	$0.68	3.4%
89	Air Handling Unit for HVAC, 2,000 CFM (11 and above)	each	$ 5.39	$5.39	$5.56	$5.74	$0.19	3.4%
90	2,001 to 10,000 CFM	each	$ 58.21	$58.21	$59.96	$62.00	$2.04	3.4%
91	Greater than 10,000 CFM	each	$ 97.03	$97.03	$99.94	$103.33	$3.40	3.4%
	Note: Air handling units will not apply to units which are part of a factory assembled air conditioning appliance for which a permit fee is required elsewhere.							
92	Non-potable Evaporative Coolers	each	$ 32.34	$32.34	$33.31	$34.44	$1.13	3.4%
93	Ventilation Fans Serving a Single Register (1 to 10 fans)	each	$ 23.71	$23.71	$24.42	$25.25	$0.83	3.4%
94	Ventilation fans Serving a Single Register (11 and above)	each	$ 8.63	$8.63	$8.88	$9.19	$0.30	3.4%
95	Ventilation system not part of a HVAC	each	$ 50.67	$50.67	$52.19	$53.96	$1.77	3.4%
96	Commercial Kitchen Hoods, Spray Booths, Similar	each	$ 97.03	$97.03	$99.94	$103.33	$3.40	3.4%
97	Fire Damper	each	$ 16.17	$16.17	$16.65	$17.22	$0.57	3.4%
98	Alteration of Existing Duct System	each	$ 42.04	$42.04	$43.31	$44.78	$1.47	3.4%
99	Mechanical Plan Check (includes 2 rechecks)		50% of permit Fee ($103.50 Minimum)	50% of permit Fee ($103.50 Minimum)	50% of permit Fee ($103.50 Minimum)	50% of permit Fee ($103.50 Minimum)	$-	n/a
100	Mechanical Plan check (3rd recheck & above)		$ 196.78	$196.78	$202.68	$209.57	$6.89	3.4%
	Note: Plan check fee required for eleven or more identical appliances of 100,000 BTU's or less, installed in a single building is equal to 5% of the permit fee. When identical mechanical design is evident in multi-building projects, the Building Official							
101	(I) Commercial Type I or II Hood System	each	$ 225.31	$225.31	$232.07	$239.96	$7.89	3.4%
102	(ii) Garage Ventilation System	each	$ 225.31	$225.31	$232.07	$239.96	$7.89	3.4%
103	(iii) Stairs Pressurization System	each	$ 225.31	$225.31	$232.07	$239.96	$7.89	3.4%
104	(iv) Product Conveying System	each	$ 225.31	$225.31	$232.07	$239.96	$7.89	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
105	Energy Conservation Plan Check (per 1,000 square feet)	(per 1,000 square feet)	$20.49 (Minimum $69.92)	$20.49 (Minimum $69.92)	$21.10 (Minimum $69.92)	$21.82 (Minimum $69.92)	$0.72	3.4%
106	Minimum Mechanical Permit Fee	per permit	$ 121.28	$121.28	$124.92	$129.16	$4.25	3.4%
	PLUMBING PERMITS							
107	Permit Issuance	per permit	$ 55.11	$55.11	$58.04	$60.01	$1.97	3.4%
108	Records Management Fee ($1.00 Minimum)		n/a	3% of Total permit Fee	3% of Total permit Fee	3% of Total permit Fee	$-	0%
109	Plumbing Fixture (including vent, water piping, backflow prevention devices, vacuum breaker, hose bibs, pressure regulators, and rood drains)	each	$ 24.81	$24.81	$25.55	$26.42	$0.87	3.4%
110	Future Stacks or Branches	each	$ 12.94	$12.94	$13.33	$13.78	$0.45	3.4%
111	Non-kitchen, Industrial Interceptor	each	$ 47.44	$47.44	$48.86	$50.52	$1.66	3.4%
112	Drainage/Sewer Backwater Valve	each	$ 70.07	$70.07	$72.17	$74.63	$2.45	3.4%
113	Swimming Pool, Saunas, Jacuzzis and Spas including Backwash Disposal/P-Trap	each	$ 130.44	$130.44	$134.36	$138.93	$4.57	3.4%
114	Gas Piping Outlet - Commercial	each	$ 100.26	$100.26	$103.26	$106.78	$3.51	3.4%
115	Gas Piping Outlet - Residential	each	$ 24.81	$24.81	$25.55	$26.42	$0.87	3.4%
116	Gas Shutoff Valve	each	$ 87.32	$87.32	$89.94	$93.00	$3.06	3.4%
117	Water Heater and Vent	each	$ 58.21	$58.21	$59.96	$62.00	$2.04	3.4%
118	Combination Waste and Vent System	each	$ 251.17	$251.17	$258.71	$267.50	$8.80	3.4%
119	Water Testing Equipment	each	$ 24.81	$24.81	$25.55	$26.42	$0.87	3.4%
120	Minimum Plumbing Permit Fee	per permit	$ 121.28	$121.28	$124.92	$129.16	$4.25	3.4%
	Potable Water Line							
121	Up to 1 1/2 Inch	each	$ 28.03	$28.03	$28.87	$29.85	$0.98	3.4%
122	2 Inch to 3 Inch	each	$ 75.46	$75.46	$77.73	$80.37	$2.64	3.4%
123	Greater than 3 Inch	each	$ 162.78	$162.78	$167.67	$173.37	$5.70	3.4%
124	Backflow Prevention Device on Unprotected Water Supplies (Pools, Tanks, Vats, Similar, including Incidental Water Piping and Trap Primer)	each	$ 28.03	$28.03	$28.87	$29.85	$0.98	3.4%
125	Sewer Connection (Including to additional buildings, house sewer o private system, future usage, cesspool, septic tank and drywell)	each	$ 70.07	$70.07	$72.17	$74.63	$2.45	3.4%
126	Residential On-Site Sewer Manhole	each	$ 154.16	$154.16	$158.78	$164.18	$5.40	3.4%
127	Grey Water / Rainwater Irrigations Systems (Includes storage tanks, chemical waste and disposal)	each	$ 143.37	$143.37	$147.67	$152.69	$5.02	3.4%
128	Disconnection / Sewer Cap	each	$ 64.68	$64.68	$66.62	$68.88	$2.26	3.4%
129	Plumbing Plan Check (includes 2 rechecks)		50% of permit Fee ($124.80 Minimum)	50% of permit Fee ($138.00 Minimum)	50% of permit Fee ($138.00 Minimum)	50% of permit Fee ($138.00 Minimum)	$-	0%
130	Plumbing Plan Check (3rd recheck & above)		$ 213.50	$213.50	$219.90	$227.38	$7.48	3.4%
131	Energy Conservation Plan Check (per 1,000 square feet)		$20.49 (Minimum $69.92)	$20.49 (Minimum $69.92)	$21.10 (Minimum $69.92)	$21.82 (Minimum $69.92)	$0.72	3.4%
132	Copy of Building permit - 1st page of specific address		$ 0.81	$0.81	$0.83	$0.86	$0.03	3.4%
133	Copy of Building permit - Additional same address	each	$ 0.14	$0.14	$0.14	$0.14	$-	0%
134	Digital Archival of Documents - Smaller than legal size		n/a	Direct Cost + 10% Admin Admin	Direct Cost + 10% Admin Admin	Direct Cost + 10% Admin Admin	$-	0%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
135	Digital Archival of Documents - Larger than legal size		n/a	Direct Cost + 10% Admin Admin	Direct Cost + 10% Admin Admin	Direct Cost + 10% Admin Admin	$-	0%
136	Digital Copy of Building Plans		n/a	Direct cost + 10%	Direct cost + 10%	Direct cost + 10%	$-	0%
137	Temporary Certificate of Occupancy (Valid for 30 Days)	each	$ 943.25	$943.25	$971.55	$1,004.58	$33.03	3.4%
138	Work Started Without permit		n/a	Double permit Fee Only	Double permit Fee Only	Double permit Fee Only	$-	0%
139	Re- Inspection (Minimum Charge 1/2 Hour)	per hour	$ 203.60	$203.60	$209.70	$216.83	$7.13	3.4%
140	Special Inspections or Inspections Outside Normal Business Hours (3 Hour Minimum)	per hour	$ 203.60	$203.60	$209.70	$216.83	$7.13	3.4%
141	Additional Plan Review Requested by Applicant Initiated Changes	per hour	$ 213.97	$213.97	$220.39	$227.88	$7.49	3.4%
	Occupancy Use Inspection Except Groups R & U							
142	1 to 5,000 square feet		$ 803.11	$803.11	$827.21	$855.33	$28.13	3.4%
143	5,001 to 10,000 square feet		$ 966.16	$966.16	$995.15	$1,028.98	$33.83	3.4%
144	10,001 to 100,000 square feet		$ 1606.23	$1,606.23	$1,654.41	$1,710.66	$56.25	3.4%
145	Greater than 100,000 square feet		$ 2436.30	$2,436.30	$2,509.39	$2,594.71	$85.32	3.4%
146	Duplicate Building Construction Record		$ 113.19	$113.19	$116.59	$120.55	$3.96	3.4%
147	permit or Plan Review Extension Request		$ 113.19	$113.19	$116.59	$120.55	$3.96	3.4%
148	Preliminary Conceptual Plan Review for Code		$ 161.70	$161.70	$166.55	$172.22	$5.66	3.4%
149	Use of Consultants for Plan Check & Inspections		n/a	actual cost + 10% Administrative Fee	actual cost + 10% Administrative Fee	actual cost + 10% Administrative Fee	$-	0%
150	Special Deputy Inspector Registration		$ 113.19	$113.19	$116.59	$120.55	$3.96	3.4%
151	Inspection Services for which no fee is otherwise specified (Min. 1/2 hour)	per hour	$ 200.91	$200.91	$206.93	$213.97	$7.04	3.4%
152	Permit Processing Services for which no fee is otherwise specified (Min. 1/2 hour)	per hour	$ 199.16	$199.16	$205.13	$212.11	$6.97	3.4%
153	Assignment of House Numbers or Change of Address		$ 113.72	$113.72	$117.14	$121.12	$3.98	3.4%
154	Investigation of Alternative Materials and/or Methods		$ 225.31	$225.31	$232.07	$239.96	$7.89	3.4%
155	Transfer of permit		$ 451.69	$451.69	$465.24	$481.05	$15.82	3.4%
	SECTION 7 - CODE ENFORCEMENT							
1	Re-Inspection after citation	Request	$ 140	$67	$69			
2	Abandoned/Vacant Property Registration Program Application	Property	$210	$210	$216	$224	$7	3.4%
3	Abandoned/Vacant Property Registration Program Annual Monitoring	Property	$3,250	$3,250	$3,348			
4	Registration of Vacant or Abandoned Property	Property/ Annually	$210	$210	$405	$419	$14	3.4%
5	Monitoring Fee - "Stable Property" Category	Each/ Annually	$3,250	$3,250	$540	$558	$18	3.4%
6	Monitoring Fee - "At-Risk Property" Category	Each/ Per Quarterly (every 3 months)	$3,250	$3,250	$405	$419	$14	3.4%
7	Monitoring Fee - "Hazardous Property" Category	Each/ Per Month	$3,250	$3,250	$585	$605	$20	3.4%
8	Re-categroization	Each	n/a	n/a	$405	$419	$14	3.4%
9	Re-inspection Fee	Each	n/a	n/a	$270	$279	$9	3.4%
10	Appeal of Director's Decision	Each	n/a	n/a	$405	$419	$14	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
11	Substandard / Unsafe Property Declaration	Property	actual cost	actual cost	actual cost	actual cost	$-	n/a
12	Illegal Right of Way Sign Posting	each	$ 35	$35	$36	$37	$1	3.4%
	SECTION 8 - HOUSING							
1	Subordination Letter	each	$370	$370	$381	$394	$13	3.4%
2	Inclusionary Housing In-Lieu Fee (DMC §1505(b)(3)) - Per square ft of gross livable area (ownership Housing)	per square foot	n/a	n/a	$15.90	$15.90	$-	n/a
3	Inclusionary Housing In-Lieu Fee (DMC §1505(b)(3)) - Per square ft of gross livable area (Apartments)	per square foot	n/a	n/a	$24.90	$24.90	$-	n/a
	SECTION 9 - POLICE DEPARTMENT							
1	Alarm Permit Application (New or Renew) - Residential	Per Application	n/a	$28	$28	$29	$1	3.4%
2	Alarm Permit Application (New or Renew) - Non-Residential	Per Application	n/a	$37	$38	$39	$1	3.4%
3	Reinstate Suspended Residential Permit	Per Application	n/a	$50	$52	$53	$2	3.4%
4	Reinstate Suspended Non-Residential Permit	Per Application	n/a	$170	$175	$181	$6	3.4%
5	Reinstate Revoked Permit (In addition to Application Fee)	Per Application	n/a	$115	$118	$122	$4	3.4%
6	Massage Establishment permit	Per application	$1,145	$1,145	$1,179	$1,219	$40	3.4%
7	Massage Technician permit	Per application	$375	$375	$386	$399	$13	3.4%
8	Renewal Massage Establishment and / or Technician permit	Per Permit	$170	$170	$175	$181	$6	3.4%
9	Entertainment Establishment permit	Per application	$605	$605	$623	$644	$21	3.4%
10	Renewal Entertainment Establishment	Per Permit	$170	$170	$175	$181	$6	3.4%
11	Fortune Tellers - New	Per application	$375	$375	$386	$399	$13	3.4%
12	Fortune Tellers - Renewal	Per Permit	$170	$170	$175	$181	$6	3.4%
13	Solicitors (Door to Door)	Per Permit	$110	$110	$113	$117	$4	3.4%
14	All Other Police Permits	Per Permit	$670	$375	$386	$399	$13	3.4%
15	All Other Police Permits Renewals	Per Permit	$145	$145	$149	$154	$5	3.4%
16	Appeals for Police permit Revocations ($1,000 deposit + actual cost)	Per Permit	actual cost	actual cost	actual cost	actual cost	$-	0%
17	Street Vendor Operator	Per Permit	$780	$780	$803	$831	$27	3.4%
18	Street Vendor Employee	Per Permit	$780	$375	$386	$399	$13	3.4%
19	Street Vendor - Appeal - ($1,000 Deposit) (C.D.O.J fee + fee)	Per appeal	actual cost	actual cost	actual cost	actual cost	$-	0%
20	Taxi Cab Vehicles for Hire - Owner's permit (Deposit + actual cost)	Per application	$930	$930	$958	$990	$33	3.4%
21	Taxi Cab Driver's permit (Deposit + actual cost)	Per application	$405	$405	$417	$431	$14	3.4%
22	Video Game permit (per machine)	Per application	$-	$-	$-	$-	$-	0%
23	Fingerprint Fee – Ink	Per Card	$20 per card + Fees (DOJ)	$20 per card + Fees (DOJ)	$21 per card + Fees (DOJ)	$22 per card + Fees (DOJ)	$1	3.4%
24	Finger Print Fee - Live Scan		$25 + Fees (DOJ, FBI, etc.)	$25 + Fees (DOJ, FBI, etc.)	$26 + Fees (DOJ, FBI, etc.)	$27 + Fees (DOJ, FBI, etc.)	$1	3.4%
25	Police Photo / Video / Audio Processing fee	Per device	$ 10.00	$10.00	$10	$11	$1	3.4%
26	Shipping and Handling	Per Each	$4 minimum or actual cost	$4 minimum or actual cost	$4 minimum or actual cost	$4 minimum or actual cost	$ -	n/a
27	General Police Reports - First Page	Per Page	$0.60	$0.60	$0.60	$0.60	$ -	n/a
28	each additional Page	Per Page	$ 0.10	$0.10	$0.10	$0.10	$ -	n/a
29	Incident Report - First Page	Per Page	$0.60	$0.60	$0.60	$0.60	$ -	n/a

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
30	Incident Report - Additional pages	Per Page	$0.60	$0.10	$0.10	$0.10	$-	n/a
31	Emergency Response for DUI Incident (actual cost)	Per Each	actual cost (up to $12,000)	actual cost	actual cost	actual cost	$ -	n/a
32	Release of Impounded Vehicles (Other than DUI)		$275	$275	$283	$293	$10	3.4%
33	Release of Impounded Vehicles (DUI Related)		$275	$275	$283	$293	$10	3.4%
34	Vehicle inspection/sign-off of correctable citation (fix-it ticket)		$33	$33	$34	$35	$1	3.4%
35	Correctable citation (fix-it ticket) administrative fee	Per Each	n/a	$-	$-	$-	$-	0%
36	RV Parking Permit Issuance	Per Each	n/a	$ -	$-	$-	$-	0%
37	Request to Review Criminal History	Per Each	n/a	$17	$18	$18	$-	3%
38	Police Services at Special Events, Carnivals, etc. (Deposit + actual cost)		actual cost	actual cost	actual cost	actual cost	$-	0%
39	County Jail & Booking Fees (actual cost)		actual cost	actual cost	actual cost	actual cost	$-	0%
40	Second Response for Noise / Disturbance Complaints (actual cost)		actual cost	actual cost	actual cost	actual cost	$-	0%
41	Concealed Weapon Permitting Fees - Background Investigation	Per Permit	$100	$398	$410	$424	$14	3.4%
42	Concealed Weapon Permitting Fees Background Investigation - Renewal	Per Permit	$ 25	$348	$358	$371	$12	3.4%
43	Concealed Weapon Permitting Fees Background Investigation - Amended Application	Per Permit	$10	$10	$10	$11	$0	3.4%
44	Concealed Weapon Permitting Fees - Initial Application	Per Permit	n/a	$100	$103	$107	$4	3.4%
45	Concealed Weapon Permitting Fees - Application Renewal	Per Permit	n/a	$25	$26	$27	$1	3.4%
46	Concealed Weapon Permitting Fees - Livescan	Per Permit	n/a	$25 or actual cost	$26 or actual cost	$27 or actual cost	$1	3.4%
47	Concealed Weapon Permitting Fees - DOJ Required Fee	Per Permit	n/a	$93	$93	$93	$-	0%
48	Concealed Weapon Permitting Fees - DOJ Required Fee - Renewal	Per Permit	n/a	$52	$52	$52	$-	0%
49	Concealed Weapon Permitting Fees - Psychological Examination	Per Permit	n/a	$400	$412	$426	$14	3.4%
50	Concealed Weapon Permitting Fees - Safety & Weapons Training Course	Per Permit	n/a	$175	$180	$186	$6	3.4%
51	Concealed Weapon Permitting Fees - Safety & Weapons Training Course - Renewal	Per Permit	n/a	$150	$155	$160	$5	3.4%
52	Firearm Storage per Family Code 6389 (e) (1st Firearm)	Per Item	$170	$170	$175	$181	$6	3.4%
53	each additional	Per Item	$150	$150	$155	$160	$5	3.4%
	Civil and Administrative Subpoenas							
54	Subpoena for Audio / Video Reproduction	Set By Courts	$49	$49	$49	$49	$-	0%
55	Subpoena - Standard - Evidence Code 1563(B)(6)	Set By Courts	$15.00 + actual costs	$15.00 + actual costs	$15.00 + actual costs	$15.00 + actual costs	$-	0%
56	Subpoena - Fees for Documents - Evidence Code 1563(b)	Set By Courts	$15.00 + actual costs	$15.00 + actual costs	$15.00 + actual costs	$15.00 + actual costs	$-	0%
57	Subpoena Sworn Witness Fee - Gov. Code 68096.1(b)	Set by Statute	$275	$275	$275	$275	$-	0%
58	Subpoena Non-Sworn Witness Fee - Gov. Code 68096.1(b)	Set By Statue	$275	$275	$275	$275	$-	0%
	SECTION 10 - PUBLIC WORKS - ENGINEERING							
	PERMIT ISSURANCE FEES							
1	Encroachment	per location	$280	$280	$288	$298	$10	3.4%
2	Excavations	per location	n/a	$65	$67	$69	$2	3.4%
3	Construction & Demolition Permit (Fee plus a minimum refundable deposit of $500 or 1.5% of the estimated project value, whichever is higher. The refundable deposit is set at a maximum of $25,000.)	per permit	$90 + a refundable $500 deposit	$90	$93	$96	$3	3.4%
4	Haul Route Review	Per Review	$180	$180	$185	$192	$6	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
5	Special Event Street Closure (Normal)	per event	n/a	n/a	$5,450	$5,635	$185	3.4%
6	Special Event Street Closure (Expanded)				$7,350	$7,600	$250	3.4%
7	Special Event Traffic Control Plan Use Fee	per event	n/a	n/a	$500	$517	$17	3.4%
8	Special Event Waste Management Deposit	per event	n/a	n/a	$500	$517	$17	3.4%
9	Extra legal loads	Daily permit	$16	$16	$16	$16	$-	0.0%
	Sidewalk Vending							
10	permit Application - New	per application	$505	$505	$520	$538	$18	3.4%
11	permit Application- Renewal	Per permit	$415	$415	$427	$442	$15	3.4%
	Publication Vending Machines (Public Right-of-Way)							
12	permit Application	per machine	$415	$415	$427	$442	$15	3.4%
13	Annual Renewal	per machine	$325	$325	$335	$346	$11	3.4%
14	Impound	per machine	$415	$415	$427	$442	$15	3.4%
	PLAN CHECK FEES (Includes 2 Re-submittals for Corrections)							
	Commercial / Multi-Family Residential (over 4 units)							
15	Commercial Plan Check - Submittal Fee	per submittal	$55	$55	$57	$59	$2	3.4%
16	Commercial Plan Check - Cost Per Sheet (all sizes)	per sheet	$355	$355	$366	$378	$12	3.4%
	Residential							
17	Residential Plan Check - Submittal Fee	per submittal	$55	$55	$57	$59	$2	3.4%
18	Residential Plan Check - Cost Per Sheet (all sizes)	per sheet	$180	$180	$185	$192	$6	3.4%
19	Additional Re-submittals for Corrections- Submittal Fee	per submittal	$55	$55	$57	$59	$2	3.4%
20	Additional Re-submittals for Corrections - Cost Per Sheet (all sizes)	per sheet	$90	$90	$93	$96	$3	3.4%
21	Record Drawing Scanning Fee - (see Reproductions)	per sheet		actual cost	actual cost	actual cost	$-	0%
22	Subdivision Map Check - $2,500 min. required deposit	each		actual cost	actual cost	actual cost	$-	0%
	INSPECTION FEES							
	Driveway Approach							
23	Residential (less or equal to 18 lineal feet)	each	$505	$505	$520	$538	$18	3.4%
24	Residential (greater than 18 lineal feet)	each	$590	$590	$608	$628	$21	3.4%
25	Commercial / Multi-Family (less than 30 lineal feet)	each	$590	$590	$608	$628	$21	3.4%
26	Commercial / Multi-Family (greater than 30 lineal feet)	each	$725	$725	$747	$772	$25	3.4%
27	ADA Access Ramp	each	$590	$590	$608	$628	$21	3.4%
	Curb & Gutter							
28	< 50 Lineal Feet		$325	$325	$335	$346	$11	3.4%
29	50+ Lineal Feet	per lineal foot	$5	$5	$5	$5	$0	3.4%
	Curb Only							
30	< 50 Lineal Feet		$235	$235	$242	$250	$8	3.4%
31	50+ Lineal Feet	per lineal foot	$3	$3	$3	$3	$0	3.4%
	Sidewalk							
32	< 200 Square Feet		$460	$460	$474	$490	$16	3.4%
33	Over 200 Square Feet	per square foot	$2	$2	$2	$2	$0	3.4%
34	All other miscellaneous inspections	per hour	actual cost	actual cost	actual cost	actual cost	$-	n/a
35	Re-Inspection Fee	per hour	actual cost	actual cost	actual cost	actual cost	$-	n/a

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
36	Utility Cuts (sewer, water, gas, Edison)	per location	actual cost	actual cost	actual cost	actual cost	$-	n/a
37	Tree removal permit including inspection	each	$195	$195	$201	$208	$7	3.4%
38	Curb Drain	each	$460	$460	$474	$490	$16	3.4%
39	Culvert	each	$460	$460	$474	$490	$16	3.4%
40	Parkway Restoration	per location	$145	$145	$149	$154	$5	3.4%
41	Dumpster and / or Construction Materials in Right-Of-Way	each	$145	$145	$149	$154	$5	3.4%
42	Excavation Steel Plating permit	per permit	$55	$55	$57	$59	$2	3.4%
43	Excavation Steel Plating	daily per plate	$90	$90	$93	$96	$3	3.4%
44	Stormwater Construction Site Inspection	per inspection	$205	$205	$211	$218	$7	3.4%
45	Stormwater Quality Improvements (e.g. Bioswale, Filterra, etc.) - Deposit	per location	actual cost	actual cost	actual cost	actual cost	$-	n/a
	HOURLY LABOR RATES							
46	Inspector - Straight Time	per hour	n/a	$133	$137	$142	$5	3.4%
47	Inspector - Overtime	per hour	n/a	$199	$205	$212	$7	3.4%
48	3 Man Street Crew - Straight Time	per hour	n/a	$313	$322	$333	$11	3.4%
49	3 Man Street Crew - Overtime	per hour	n/a	$470	$484	$501	$16	3.4%
	REPRODUCTIONS							
	Photocopy / Map Reproduction - Plans, Prints, or Maps (Electronic or Paper) per sheet							
50	11"x17"	per sheet	$15	$15	$15	$16	$1	3.4%
51	18"x26"	per sheet	$15	$15	$15	$16	$1	3.4%
52	24"x36"	per sheet	$15	$15	$15	$16	$1	3.4%
	GIS Maps							
	11"x17":							
53	1st Map	per sheet	$25	$25	$26	$27	$1	3.4%
54	Additional Copy	each	$10	$10	$10	$11	$0	3.4%
	18"x26":							
55	1st Map	per sheet	$52	$52	$54	$55	$2	3.4%
56	Additional Copy	each	$17	$17	$18	$18	$1	3.4%
	>24"x36"							
57	1st Map	each	$52	$52	$54	$55	$2	3.4%
58	Additional Copy	each	$17	$17	$18	$18	$1	3.4%
	CITY INSTALLATION FEES							
59	Tree Removal (including stump) = per inch diameter @ 4' above ground	per tree	actual cost	actual cost	actual cost	actual cost	$-	0%
60	Stump Removal Only	per tree	actual cost	actual cost	actual cost	actual cost	$-	0%
61	Plant Tree - 24 inch box (Require $500 deposit)	per tree	actual cost	actual cost	actual cost	actual cost	$-	0%
62	Plant Tree - 36 inch box (Require $1,000 deposit)	per tree	actual cost	actual cost	actual cost	actual cost	$-	0%
	Asphalt Paving by City Crews							
	Residential:							
63	Base (4 inches) - Up to 100 SF ($1,000 deposit)	per location	actual cost	actual cost	actual cost	actual cost	$-	0%
64	each Additional Square Foot	per square foot	actual cost	actual cost	actual cost	actual cost	$-	0%
	Non-Residential:							
65	Base (8 inches) - Up to 100 SF ($2,000 deposit)	per location	actual cost	actual cost	actual cost	actual cost	$-	0%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
66	each Additional Square Foot	per square foot	actual cost	actual cost	actual cost	actual cost	$-	0%
67	Curb Painting Fee ($50 Min)	per request	actual cost	actual cost	actual cost	actual cost	$-	0%
68	Excavation Steel Plating - ($500 Deposit)	per plate	actual cost	actual cost	actual cost	actual cost	$-	0%
	Traffic Sign Installation							
69	With Post ($600 deposit)	per sign	actual cost	actual cost	actual cost	actual cost	$-	0%
70	Without Post ($300 deposit)	per sign	actual cost	actual cost	actual cost	actual cost	$-	0%
	STREETLIGHT / TRAFFIC SIGNAL							
71	Street light inspection ($500 Deposit)	per light	actual cost	actual cost	actual cost	actual cost	$-	0%
72	Traffic signal inspection ($5,000 Deposit)	per intersection	actual cost	actual cost	actual cost	actual cost	$-	0%
	SHOPPING CART CONTAINMENT PLAN							
73	Shopping Cart Containment Plan	per plan	$ 590	$590	$608	$628	$21	3.4%
74	Shopping Cart Containment Plan Renewal	per plan	$ 590	$590	$608	$628	$21	3.4%
75	Shopping Cart Containment Plan Appeal	Per appeal	$ 480	$ 480	$494	$511	$17	3.4%
	MISCELLANEOUS							
	Street Sweeping Services							
76	Residential Street sweeping	Per Account	$ 28	$ 28	$29	$30	$1	3.4%
77	Commercial Street sweeping	Per Account	$ 56	$ 56	$58	$60	$2	3.4%
	Stormwater							
78	Stormwater Mitigation Plan / LID Plan Review ($4,000 Deposit)	each	actual cost	actual cost	actual cost	actual cost	$-	0%
	Stormwater MSA fee required to be inspected under the State General Industrial permit							
79	Sites not subject to the State General Industrial permit	per inspection	actual cost	actual cost	actual cost	actual cost	$-	0%
80	Sites subject to the State General Industrial permit	per inspection	actual cost	actual cost	actual cost	actual cost	$-	0%
81	Industrial Waste Water permit Review		$415	$415	$427	$442	$15	3.4%
	Parking permits							
	Street Sweeping Parking permit							
82	Residential - (Annual - pro-rated quarterly)	each	$50	$50	$52	$53	$2	3.4%
83	Residential - Renewal (Annual - pro-rated quarterly)	each	$50	$50	$52	$53	$2	3.4%
84	Street Sweeping Parking permit Replacement / Fee Transfer	each	$50	$50	$52	$53	$2	3.4%
85	On-Site Development Construction Street Parking permit	per vehicle	$180	$180	$185	$192	$6	3.4%
86	Quarterly Parking Lot Parking permit - per permit	each	$40	$40	$41	$43	$1	3.4%
87	Residential Preferential Parking permit	each	$50	$50	$52	$53	$2	3.4%
88	Residential Preferential Parking permit - renewal	each	$50	$50	$52	$53	$2	3.4%
89	Visitor Preferential Parking permit	each	$50	$50	$52	$53	$2	3.4%
90	Preferential Parking District Feasibility Study	each	actual cost	actual cost	actual cost	actual cost	$-	0%
91	Construction No Parking Sign Application	per application	$30	$30	$31	$32	$1	3.4%
92	No Parking Sign	each	$2	$2	$2	$2	$0	0%
	Pipeline Franchise							
93	Assignment Transfer	each	$2,445	$2,445	$2,518	$2,604	$86	3.4%
94	Base Granting or Renewal Fee	each	$9,380	$9,380	$9,661	$9,990	$328	3.4%
95	Vehicle Charging Station - per kw-H - collected by 3rd party	per kw-H	actual cost	actual cost	actual cost	actual cost	$-	0%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
96	Wireless Facility Submittal	per permit	$ 2,105	$2,105	$2,168	$2,242	$74	3.4%
	SECTION 11 - PUBLIC WORKS - UTILITIES							
	Meter Service Connection Fee							
	Less than or equal to 1":							
1	Meter	each	$1,020	$1,020	$1,050.60	$1,086	$36	3.4%
2	Meter Box	each	$460	$460	$473.80	$490	$16	3.4%
3	Meter, Meter Box, & Service Line	each	$4,915	$4,915	$5,062.45	$5,235	$172	3.4%
	1-1/2":							
4	Meter	each	$1,760	$1,760	$1,812.80	$1,874	$62	3.4%
5	Meter Box	each	$680	$680	$700.40	$724	$24	3.4%
6	Meter, Meter Box, & Service Line	each	$8,920	$8,920	$9,187.60	$9,500	$312	3.4%
	2":							
7	Meter	each	$1,840	$1,840	$1,895.20	$1,960	$64	3.4%
8	Meter Box	each	$680	$680	$700.40	$724	$24	3.4%
9	Meter, Meter Box, & Service Line	each	$9,095	$9,095	$9,367.85	$9,686	$319	3.4%
	> 2":							
10	Meter	each	actual cost	actual cost	actual cost	actual cost	$-	0%
11	Meter Box	each	actual cost	actual cost	actual cost	actual cost	$-	0%
12	Meter, Meter Box, & Service Line	each	actual cost	actual cost	actual cost	actual cost	$-	0%
	Plan Check & Inspection of Meter Box & Service - Non-City Installation							
13	Abandonment of Existing Service - Time & materials	Per Service	$ 2,005	$ 2,005	$2,065.15	$2,135	$70	3.4%
14	Additional Piping (if more than 100 feet) - Time & materials	Time & Materials	actual cost	actual cost	actual cost	actual cost	$-	0%
	Temporary Fire Hydrant Meter							
15	Initial Installation - ($1,000 Deposit)	each	$ 195	$ 195	$200.85	$208	$7	3.4%
16	Relocation by City - per location	per location	$115	$115	$118.45	$122	$4	3.4%
17	Multiple Relocations by Others - per location	per location	$345	$345	$355.35	$367	$12	3.4%
	Finance - Utilities Fees							
18	Water Service Deposit ($75 applied to closing bill when service discontinued)	each	actual cost	actual cost	actual cost	actual cost	$-	0%
19	Water Disconnection Notice ("Red Tag")	each	$45	$45	$46.35	$48	$2	3.4%
20	Payment Plan Administrative	each	$45	$45	$46.35	$48	$2	3.4%
	Water Service Reconnection							
21	Delinquent / Bad Check - Same Day		$110	$110	$113.30	$117	$4	3.4%
22	Delinquent / Bad Check - Next Day	each	$65	$65	$66.95	$69	$2	3.4%
23	After Hours Return to Service	each	$195	$195	$200.85	$208	$7	3.4%
	Water Service Reconnection (Low Income)							
24	Delinquent / Bad Check - Same Day	each	$65	$65	$66.95	$69	$2	3.4%
25	Delinquent / Bad Check - Next Day	each	$50	$50	$51.50	$53	$2	3.4%
26	After Hours Return to Service	each	$150	$150	$154.50	$160	$5	3.4%
	Meter Removal & Re-installation for Non-Payment: (By Size)							
27	5/8"	each	$900	$900	$927.00	$959	$32	3.4%
28	3/4"	each	$950	$950	$978.50	$1,012	$33	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
29	1"	each	$1,020	$1,020	$1,050.60	$1,086	$36	3.4%
30	1-1/2"	each	$1,760	$1,760	$1,812.80	$1,874	$62	3.4%
31	2"	each	$1,950	$1,950	$2,008.50	$2,077	$68	3.4%
32	>2"	each	actual cost	actual cost	actual cost	actual cost	$-	0%
	Miscellaneous Fees							
33	Removal of Meter Jumper or Bypass - Up to 2"	each	$1,255	$1,255	$1,292.65	$1,337	$44	3.4%
34	Removal of Meter Jumper or Bypass - Greater than 2"	each	actual cost	actual cost	actual cost	actual cost	$-	0%
35	Meter and / or Connection Tampering	each	actual cost	actual cost	actual cost	actual cost	$-	0%
36	Repair Curb Stop (Damage by Owner)	each	$1,050	$1,050	$1,081.50	$1,118	$37	3.4%
37	Replace Damaged Lock	each	$70	$70	$72.10	$75	$2	3.4%
38	Replaced Meter Box Lid	each	$220	$220	$226.60	$234	$8	3.4%
39	Lab Fees (Coliform Sample Analysis)	per sample & flushing	$130	$130	$133.90	$138	$5	3.4%
40	Backflow Prevention Program (Bi-Monthly)	each	$7	$7	$7.21	$7	$0	3.4%
	Plan Check Fee							
41	Utilities Plan Check (up to 3 sheets)	each	$2,220	$2,220	$2,286.60	$2,364	$78	3.4%
42	Additional Sheet	each	$465	$465	$478.95	$495	$16	3.4%
	SECTION 12 - LIBRARY							
	OVERDUE FINES							
1	Print Adult & Juv Material	per day	$-	$-	$-	$-	$-	0%
2	Print Adult & Juv Material-Maximum	each	$-	$-	$-	$-	$-	0%
3	Educational DVD/Blu-ray	per day	$-	$-	$-	$-	$-	0%
4	Educational DVD/Blu-ray-Maximum	each	$-	$-	$-	$-	$-	0%
5	Entertainment DVD/ Blu-ray	per day	$-	$-	$-	$-	$-	0%
6	Entertainment DVD/ Blu-ray-Maximum	each	$-	$-	$-	$-	$-	0%
7	Laptops	per hour	$-	$-	$-	$-	$-	0%
8	Laptops-Maximum	each	$-	$-	$-	$-	$-	0%
9	iPads	per hour	$-	$-	$-	$-	$-	0%
10	iPads - Maximum	each	$-	$-	$-	$-	$-	0%
	LOST OR DAMAGED ITEMS							
11	Lost / replacement Library card	each	$1	$1	$1	$1	n/a	n/a
12	Lost or Damaged Material	each	actual cost	actual cost	actual cost	actual cost	n/a	n/a
13	Lost or Damaged Material Processing Fee	each	$5	$5	$5	$5	n/a	n/a
14	Lost or Damaged Inter-Library Loan Material	each	n/a	actual cost	actual cost	actual cost	n/a	n/a
15	Lost or Damaged ILL Material Processing Fee	each	$ 5	$5	$5	$5	n/a	n/a
16	Lost or Damaged RFID Tag	each	n/a	$ 2	$2	$2	n/a	n/a
17	Lost or Damaged Barcode	each	n/a	$ 1	$1	$1	n/a	n/a
18	Lost or Damaged Circ Card	each	n/a	$ 1	$1	$1	n/a	n/a
19	Lost or Damaged Book Jacket	each	n/a	$ 1	$1	$1	n/a	n/a
20	Lost or Damaged CD case	each	n/a	actual cost	actual cost	actual cost	n/a	n/a
21	Lost or Damaged DVD case	each	n/a	actual cost	actual cost	actual cost	n/a	n/a
22	Lost or Damaged Audiobook case	each	n/a	actual cost	actual cost	actual cost	n/a	n/a

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
23	Lost or Damaged Book Set Bag	each	n/a	$ 0.56	$1	$1	n/a	n/a
24	Lost or Damaged Cover Artwork	each	n/a	actual cost	actual cost	actual cost	n/a	n/a
25	Lost or Damaged Cover Artwork-Processing fee	per item	n/a	$ 5	$5	$5	n/a	n/a
26	Los or Damaged iPad	each	n/a	actual cost	actual cost	actual cost	n/a	n/a
27	Lost or Damaged Laptop	each	n/a	actual cost	actual cost	actual cost	n/a	n/a
	SERVICE FEES							
28	Inter-Library Loan (ILL)	each	n/a	$5	$5	$5	$-	n/a
29	ILL Photocopy requests (B&W) - Per Contract	per page	$0.15	$0.15	$0.15	$0.15	$-	n/a
30	ILL Photocopy requests (Color) - Per Contract	per page	$0.50	$0.50	$0.50	$0.50	$-	n/a
31	Photocopy & Printing (B&W) - Per Contract	per page	$0.15	$0.15	$0.15	$0.15	$-	n/a
32	Photocopy & Printing (Color) - Per Contract	per page	$0.50	$0.50	$0.50	$0.50	$-	n/a
33	Room Rental Downey Based	per hour	$26	$26	$27	$26	$(1.00)	-4%
34	Room Rental Other Organizations	per hour	$52	$52	$54	$52	$(2.00)	-4%
35	Small Room Rental (Resident)	per hour				$13	n/a	n/a
36	Small Room Rental (Non-Resident)	per hour				$26	n/a	n/a
37	Collection Fee	each	actual cost	actual cost	actual cost	actual cost	$-	0%
38	Fax Local-First Page	each	$2	$-	$-			
39	Fax Local Additional page(s)	each	$1	$-	$-			
40	Fax Long Distance-First Page	each	$3	$-	$-			
41	Fax Long Distance-Additional Page(s)	each	$2	$-	$-			
42	Fax International-First page	each	$5	$-	$-			
43	Fax International-Additional Page(s)	each	$2	$-	$-			
44	Poster printer 24" Roll	per linear foot	n/a	$6	$6			
45	Poster Printer 36" Roll	per linear foot	n/a	$7	$7			
46	Poster Printer 42" Roll	per linear foot	n/a	$8	$8			
47	1" Button Maker	per button	n/a	$0.10	$0.10	actual cost	n/a	n/a
48	2.25" Button Maker	per button	n/a	$0.21	$0.22	actual cost	n/a	n/a
49	Resin Printer	per gram (weight of final project)	n/a	$0.10	$0.10	$0.10	n/a	n/a
	SECTION 13 - RECREATION							
	Outdoor Park Facilities							
1	Facility Reservation Amendment Fee	each	n/a	$30	$30	$30	$-	0.0%
2	Picnic Shelter (Large) - private individual daily	Daily (10a-6pm)	n/a	$171	$176	$182	$6	3.4%
3	Picnic Shelter (Large) - commercial	Daily (10a-6pm)	n/a	$246	$254	$263	$9	3.4%
4	Picnic Shelter (Medium) - private individual daily	Daily (10a-6pm)	n/a	$115	$119	$123	$4	3.4%
5	Picnic Shelter (Medium) - commercial	Daily (10a-6pm)	n/a	$174	$179	$185	$6	3.4%
6	Deposit (all users)	per use	n/a	$52	$55	$57	$2	3.4%
	Baseball & Softball Diamonds/ Soccer Fields/ Outdoor Volleyball/ Outdoor Basketball/Open Space/ Tennis, Pickleball, & Bocce Ball Courts							
7	Resident (Baseball & Softball Diamonds/Outdoor Volleyball/Open Space) (Without Lights)	per hour	n/a	$25	$40	$41	$1	3.4%
8	Commercial (Baseball & Softball Diamonds/Outdoor Volleyball/Open Space) (Without Lights)	per hour	n/a	$42	$60	$62	$2	3.4%
9	Athletic Field Lights	per hour	n/a	$29	$15	$16	$1	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
10	Tennis Court Reservations	per hour	n/a	$7	$10	$10	$0	0%
11	Pickleball Court Reservations	per hour	n/a	$7	$10	$10	$0	0%
12	Bocce Ball Court Reservations	per hour	n/a	$5	$10	$10	$0	0%
13	Wilderness Park Parking	per vehicle, non-resident	n/a	$5	$5	$5	$(0)	0%
14	Tournament Fee	each	n/a	$183	$189	$195	$6	3.4%
15	Snack Shack	per day	n/a	$61	$63	$65	$2	3.4%
16	Concession Stand - Rancho Los Amigos Sports Center	per day	n/a	$269	$277	$287	$9	3.4%
17	Sports permit Application Processing Fee	per application	n/a	$61	$63	$65	$2	3.4%
18	Sports Enhancement Team Fee < 15 players	per season	n/a	$24	$25	$25	$1	3.4%
19	Sports Enhancement Team Fee 16-30 Players	per season	n/a	$30	$30	$31	$1	3.4%
20	Sports Enhancement Team Fee 30+ players	per season	n/a	$37	$35	$36	$1	3.4%
	Indoor Park Facilities (Apollo)							
21	Activity Room - private individual (2hr minimum)	per hour	n/a	$46	$47	$49	$2	3%
22	Activity Room - commercial (2hr minimum)	per hour	n/a	$77	$79	$82	$3	3%
	Indoor Park Facilities (Furman & Golden Parks)							
23	Activity Room w/ Kitchen - private individual (2hr minimum)	per hour	n/a	$55	$57	$59	$2	3.4%
24	Activity Room w/ Kitchen - Commercial (2hr minimum)	per hour	n/a	$103	$106	$110	$4	3.4%
25	Kitchen- Private Individual	per hour	n/a	$-	$-	$-	$-	n/a
26	Kitchen- Commercial	per hour	n/a	$-	$-	$-	$-	n/a
	Gary P McCaughan Gym							
	Special Note: A fee waiver for use of event space once per year and/or one hour of meeting space per month, as space is available at the Barbara J. Riley Community and Senior Center Auditorium, Downey Room and Kitchen, and the Apollo Gym – Activity Room							
	Half Gym (2 hr minimum)							
27	Civic and Adult Groups	per hour	n/a	$30	$50	$52	$2	3.4%
28	Individual, non commercial	per hour	n/a	$30	$30	$31	$1	3.4%
29	Commercial	per hour	n/a	$70	$100	$103	$3	3.4%
	Full Gym							
30	Civic and Adult Groups	per hour	n/a	$61	$100	$103	$3	3.4%
31	Individual, non-commercial	per hour	n/a	$61	$60	$62	$2	3.4%
32	Commercial	per hour	n/a	$138	$200	$207	$7	3.4%
33	Refundable Deposit (all users)	per use	n/a	$122	$250	$259	$9	3.4%
34	Drop-In Play (Basketball/Volleyball)	per person per visit	n/a	$2	$2	$2	$0	0%
	Barbara J Riley Community/Senior Center							
35	Facility Reservation Amendment Fee	each	n/a	$30	$30	$30	$(0)	0%
	Diane Boggs Auditorium							
36	Non- resident / Commercial	per hour	n/a	$171	$176	$182	$6	3.4%
37	Resident (non commercial)	per hour	n/a	$116	$120	$124	$4	3.4%
38	Downey Bases Non-Profit	per hour	n/a	$104	$107	$111	$4	3.4%
39	deposit (all users)	per use	n/a	$394	$400	$414	$14	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
	Auditorium (south side with stage)							
40	Non-resident / Commercial	per hour	n/a	$128	$132	$136	$4	3.4%
41	Resident (non-commercial)	per hour	n/a	$79	$81	$84	$3	3.4%
42	Downey Bases Non-Profit	per hour	n/a	$67	$69	$71	$2	3.4%
43	Deposit (all users)	per use	n/a	$168	$175	$181	$6	3.4%
	Auditorium (North Side)							
44	Non- resident / Commercial	per hour	n/a	$ 116	$120	$124	$4	3.4%
45	Resident (non commercial)	per hour	n/a	$67	$69	$71	$2	3.4%
46	Downey Bases Non-Profit	per hour	n/a	$55	$57	$59	$2	3.4%
47	Deposit (all users)	per use	n/a	$168	$175	$181	$6	3.4%
	Downey Room							
48	Non- resident / Commercial	per hour	n/a	$79	$81	$84	$3	3.4%
49	Resident (non commercial)	per hour	n/a	$55	$57	$59	$2	3.4%
50	Downey Bases Non-Profit	per hour	n/a	$49	$50	$52	$2	3.4%
51	Deposit (all users)	per use	n/a	$168	$175	$181	$6	3.4%
	Dance Room							
52	Non- resident / Commercial	per hour	n/a	$49	$75	$78	$3	3.4%
53	Resident (non commercial)	per hour	n/a	$43	$44	$45	$1	3.4%
54	Downey Bases Non-Profit	per hour	n/a	$49	$50	$52	$2	3.4%
	Rio Hondo Room/Art & Crafts							
55	Non- resident / Commercial	per hour	n/a	$61	$63	$65	$2	3.4%
56	Resident (non commercial)	per hour	n/a	$37	$39	$40	$1	3.4%
57	Downey Bases Non-Profit	per hour	n/a	$30	$31	$32	$1	3.4%
58	deposit (all users)	per use	n/a	$112	$116	$120	$4	3.4%
	Gallatin Room A							
59	Non- resident / Commercial	per hour	n/a	$61	$63	$65	$2	3.4%
60	Resident (non commercial)	per hour	n/a	$37	$39	$40	$1	3.4%
61	Downey Bases Non-Profit	per hour	n/a	$30	$31	$32	$1	3.4%
62	Deposit (all users)	per use	n/a	$112	$116	$120	$4	3.4%
	Crawford Room/TV							
63	Non- resident / Commercial	per hour	n/a	$43	$44	$45	$1	3.4%
64	Resident (non commercial)	per hour	n/a	$24	$25	$25	$1	3.4%
65	Downey Bases Non-Profit	per hour	n/a	$24	$25	$25	$1	3.4%
66	Deposit (all users)	per use	n/a	$112	$116	$120	$4	3.4%
	Kitchen							
67	Non- resident / Commercial	per Use	n/a	$244	$250	$259	$9	3.4%
68	Resident (non commercial)	per Use	n/a	$183	$190	$196	$6	3.4%
69	Downey Bases Non-Profit	per Use	n/a	$171	$175	$181	$6	3.4%
70	Deposit (all users)	per use	n/a	$449	$500	$517	$17	3.4%
	Half Kitchen (Front Only)							
71	Non- resident / Commercial	per Use	n/a	$122	$125	$130	$4	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
72	Resident (non commercial)	per Use	n/a	$110	$114	$117	$4	3.4%
73	Downey Bases Non-Profit	per Use	n/a	$98	$101	$104	$3	3.4%
	Miscellaneous Rental Rates							
74	Piano	Flat Fee	n/a	$59	$61			
75	Extra Screen (in addition to built-in)	Flat Fee	n/a	$29	$30	$31	$1	3.4%
76	Overhead Projector	Flat Fee	n/a	$59	$61			
77	Easel	Flat Fee	n/a	$18	$18			
78	Dry Erase	Flat Fee	n/a	$18	$18			
79	TV/VCR/DVD	Flat Fee	n/a	$59	$61			
80	Portable PA with Microphone	Flat Fee	n/a	$118	$121	$125	$4	3.4%
81	Deposit (all users)	per use	n/a	$235	$242			
82	Cleaning Fee (Optional)	per use	n/a	$59	$61			
83	Facility Attendant	per hour	n/a	$18	$18	$19	$1	3.4%
84	Up to 75 Guests=1 attendant							
85	76 to 200 Guests= 2 Attendants							
86	> 200 Guests= 3 Attendants		n/a	$18	$18			
87	Security Monitor	per hour	n/a	$37	$39	$40	$1	3.4%
	Downey Unified School District (DUSD): Use of the Barbara J. Riley Community & Senior Center per the terms of the Reciprocal Use Agreement between DUSD and the City of Downey. Staff charges will apply if the facility is open or closed outside of normal operation hours							
	Rio Hondo Golf Course							
	Non-Resident							
88	18-Hole Weekday	per person	n/a	$50	$52	$54	$2	3%
89	18-Hole Weekday: juniors <18, seniors 65+, and veterans	per person	n/a	$31	$32	$33	$1	3.4%
90	18-Hole Friday Standard Rate	per person				$57		
91	18-Hole Weekend & Holidays	per person	n/a	$62	$64	$69	$2	3%
92	9-Hole Weekday	per person	n/a	$30	$31	$32	$1	3.4%
93	9-Hole Weekend	per person	n/a	$35	$36	$37	$1	3.4%
	City of Downey Resident							
94	18-Hole Weekday	per person	n/a	$35	$36	$38	$1	3.4%
95	18-Hole Weekday: juniors <18, seniors 65+, and veterans	per person	n/a	$24	$25	$25	$1	3.4%
96	18-Hole Weekend & Holidays	per person	n/a	$46	$47	$49	$2	3.4%
97	9-Hole Weekday	per person	n/a	$22	$23	$24	$1	3.4%
98	9-Hole Weekend	per person	n/a	$27	$28	$29	$1	3.4%
	Special Note on seniors and juniors: with reservations, rates apply all day Monday or before 8 am or after 12 noon Tuesday through Friday excluding holidays. Without reservations (walk-ups), rates apply anytime Monday through Friday excluding holidays.							
	Tournament							
99	18-Hole Weekday	per person	n/a	$54	$56	$58	$2	3.4%
100	18-Hole Weekend & Holidays	per person	n/a	$72	$74	$76	$3	3.4%
101	9-Hole Weekday	per person	n/a	$31	$32	$33	$1	3.4%
102	9-Hole Weekend	per person	n/a	$40	$41	$42	$1	3.4%
	Active Duty Military personnel w/ Military ID							
103	18-Hole Weekday	per person	n/a	$35	$36	$38	$1	3.4%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
104	18-Hole Weekend & Holidays	per person	n/a	$48	$49	$51	$2	3.4%
105	Twilight Play Weekday	per person	n/a	$22	$22	$23	$1	3.4%
106	Twilight Play Weekend	per person	n/a	$27	$28	$29	$1	3.4%
	Twilight Play							
107	Resident Weekday	per person	n/a	$21	$21	$22	$1	3.4%
108	Resident Weekend	per person	n/a	$27	$28	$29	$1	3.4%
109	Non-Resident Weekend & Holiday	per person	n/a	$34	$35	$37	$1	3.4%
110	Non-Resident Weekday	per person	n/a	$27	$28	$29	$1	3.4%
	Super Twilight							
111	Resident Weekdays	per person	n/a	$12	$13	$13	$0	0.0%
112	Resident Weekends	per person	n/a	$18	$18	$19	$1	3.4%
113	Non - Resident Weekdays	per person	n/a	$17	$17	$18	$1	3.4%
114	Non - Resident Weekends	per person	n/a	$21	$21	$22	$1	3.4%
115	Twilight Play, 9 Holes	per person	n/a	$21	$21	$22	$1	3.4%
116	Men's Club Tee Time Position	Annual per Member	n/a	$10	$11	$11	$0	0.0%
117	High School/College Team	as determined by Director of Parks & Recreation	n/a	as determined by Director of Parks & Recreation	as determined by Director of Parks & Recreation	as determined by Director of Parks & Recreation	$-	0%
	Cart Rental							
118	18-Hole- Single	Per Person	n/a	$18	$18	$19	$1	3.4%
119	18- Hole - Single Rider	Per Person	n/a	$34	$34	$35	$1	3.4%
120	9-Hole- Single	each cart	n/a	$14	$14	$14	$0	0.0%
	Driving Range							
121	Small Bucket	each	n/a	$7	$7	$7	$0	0.0%
122	Medium Bucket	each	n/a	$14	$14	$15	$1	3.4%
123	Large Bucket	each	n/a	$17	$17	$18	$1	3.4%
	Special Note on Driving Range: volume discounts and other sizes as approved by Director of Parks & Recreation							
	Downey Aquatic Center							
124	Recreation Swim	each	n/a	$3	$3	$3	$0	0.0%
125	Non-Resident Aquatic Lesson Fee	each	n/a	$4	$4	$4	$0	0.0%
126	Aquatic Swim Lesson Fee	each	n/a	Market Value	Market Value	Market Value	$-	0%
127	Aquatic Programs	each	n/a	Market Value	Market Value	Market Value	$-	0%
	Recreation Programs							
128	Classes	each	n/a	Based on Instructor's Fee	Based on Instructor's Fee	Based on Instructor's Fee	$-	0%
129	Non-Resident Class Upcharge Fee	each	n/a	$4	$4	$4	$0	0%
130	Youth Camps	each	n/a	Direct cost+10%	Direct cost+10%	Direct cost+10%	$-	0%
131	Youth camps Non Resident upcharge	each	n/a	$4	$4	$4	$0	0%
132	Adult Sports	each	n/a	Direct cost+10%	Direct cost+10%	Direct cost+10%	$-	0%
133	Day Care	each	n/a	Direct cost+10%	Direct cost+10%	Direct cost+10%	$-	0%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
134	Other Activities	each	n/a	Direct cost+10%	Direct cost+10%	Direct cost+10%	$-	0%
135	Non-Resident Class Excursion Fee	each	n/a	$4	$4	$4	$0	0%
	TRANSIT							
136	Downey LINK	per trip	n/a	$0.50	$0.50	$0.50	$-	0%
137	30-Use Bus Pass (Downey LINK)	each	n/a	$15	$15	$15	$-	0%
138	Downey Dial-a-Ride	per trip	n/a	$0.50	$0.50	$0.50	$-	0%
139	22-Use Bus Pass (Dial-A-Ride)	each				$10.00		
	SECTION 14 - COLUMBIA MEMORIAL SPACE CENTER							
1	Admission Fee - Adult	each	n/a	$5	$5	$5	$0	0%
2	Admission Fee - Youth (17 years or younger)	each	n/a	$5	$5	$5	$0	0%
3	Admission - Students (with valid ID)	each	n/a	$5	$5	$5	$0	0%
4	Admission - Senior (65 years and older)	each	n/a	$3	$3	$3	$0	0%
5	Admission - Veteran (with valid ID)	each	n/a	$3	$3	$3	$0	0%
6	Admission - Downey Students and Student Residents (with valid ID)	each	n/a	Free	Free	Free	$-	0%
7	Admission - 3 years and younger	each	n/a	Free	Free	Free	$-	0%
8	Admission - CMSC Members	each	n/a	Free	Free	Free	$-	0%
9	Annual Membership - Family (2 adults/3 children)	each	n/a	$80	$100	$100	$-	0.0%
10	Annual Membership - Single	each	n/a	$50	$60	$60	$-	0.0%
11	Annual Membership - Student	each	n/a	$30	$40	$40	$-	0.0%
12	Annual Membership - Senior	each	n/a	$40	$50	$50	$-	0.0%
13	Annual Membership - Family Renewal	each	n/a	$72	$90	$90	$-	0.0%
14	Annual Membership - Single Renewal	each	n/a	$45	$54	$54	$-	0.0%
15	Annual Membership - Student Renewal	each	n/a	$27	$36	$36	$-	0.0%
16	Annual Membership - Senior Renewal	each	n/a	$36	$45	$45	$-	0.0%
17	Field Trip (booked in advanced with 15+ participants; every 10 kids, 1 free chaperone)	each	n/a	$3	$3	$3	$0	0%
18	Challenger Learning Center	each	n/a	$350	$350	$350	$-	0%
19	1st Floor Community Room (business hours) - Commercial	per hour	n/a	$55	$60	$60	$-	0.0%
20	1st Floor Community Room (business hours) - Individual	per hour	n/a	$35	$40	$40	$-	0.0%
21	1st Floor Community Room (business hours) - Non Downey Individual	per hour	n/a	$45	$50	$50	$-	0.0%
22	1st Floor Community Room (business hours) - Downey Nonprofit or Youth Group	per hour	n/a	$30	$35	$35	$-	0.0%
23	1st Floor Community Room (business hours) - Non Downey Nonprofit or Youth Group	per hour	n/a	$35	$40	$40	$-	0.0%
24	1st Floor Community Room (non business hours) - Commercial	per hour	n/a	$200	$210	$210	$-	0.0%
25	1st Floor Community Room (non business hours) - Downey Individual	per hour	n/a	$150	$160	$160	$-	0.0%
26	1st Floor Community Room (non business hours) - Non Downey Individual	per hour	n/a	$175	$185	$185	$-	0.0%
27	1st Floor Community Room (non business hours) - Downey Non profit or youth group	per hour	n/a	$100	$110	$110	$-	0.0%
28	1st Floor Community Room (non business hours) - Non Downey Non profit or youth group	per hour	n/a	$150	$160	$160	$-	0.0%
29	2nd Floor Theater Room (business hours) - Commercial	per hour	n/a	$75	$80	$80	$-	0.0%
30	2nd Floor Theater Room (business hours) - Downey Individual	per hour	n/a	$45	$50	$50	$-	0.0%
31	2nd Floor Theater Room (business hours) - Non Downey Individual	per hour	n/a	$65	$70	$70	$-	0.0%
32	2nd Floor Theater Room (business hours) - Downey Non profit or youth group	per hour	n/a	$35	$40	$40	$-	0.0%
33	2nd Floor Theater Room (business hours) - Non Downey Non profit or youth group	per hour	n/a	$45	$50	$50	$-	0.0%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
34	2nd Floor Theater Room (non business hours) - Commercial	per hour	n/a	$225	$235	$235	$-	0.0%
35	2nd Floor Theater Room (non business hours) - Downey Individual	per hour	n/a	$175	$185	$185	$-	0.0%
36	2nd Floor Theater Room (non business hours) - Non Downey Individual	per hour	n/a	$200	$210	$210	$-	0.0%
37	2nd Floor Theater Room (non business hours) - Downey Non profit or youth group	per hour	n/a	$125	$135	$135	$-	0.0%
38	2nd Floor Theater Room (non business hours) - Non Downey Non profit or youth group	per hour	n/a	$175	$185	$185	$-	0.0%
39	1st Floor - Commercial	per hour	n/a	$300	$310	$310	$-	0.0%
40	1st Floor - Downey Individual	per hour	n/a	$200	$210	$210	$-	0.0%
41	1st Floor - Non Downey Individual	per hour	n/a	$275	$285	$285	$-	0.0%
42	1st Floor - Downey Non profit or youth group	per hour	n/a	$150	$160	$160	$-	0.0%
43	1st Floor - Non Downey Non profit or youth group	per hour	n/a	$200	$210	$210	$-	0.0%
44	1st & 2nd Floors - Commercial	per hour	n/a	$375	$385	$385	$-	0.0%
45	1st & 2nd Floors - Downey Individual	per hour	n/a	$275	$285	$285	$-	0.0%
46	1st & 2nd Floors - Non Downey Individual	per hour	n/a	$325	$335	$335	$-	0.0%
47	1st & 2nd Floors - Downey Non profit or youth group	per hour	n/a	$175	$185	$185	$-	0.0%
48	1st & 2nd Floors - Non Downey Non profit or youth group	per hour	n/a	$275	$285	$285	$-	0.0%
49	Amphitheater (business hours) - Commercial	per hour	n/a	$105	$110	$110	$-	0.0%
50	Amphitheater (business hours) - Downey Individual	per hour	n/a	$70	$75	$75	$-	0.0%
51	Amphitheater (business hours) - Non Downey Individual	per hour	n/a	$85	$90	$90	$-	0.0%
52	Amphitheater (business hours) - Downey Non profit or youth group	per hour	n/a	$45	$50	$50	$-	0.0%
53	Amphitheater (business hours) - Non Downey Non profit or youth group	per hour	n/a	$70	$75	$75	$-	0.0%
54	Amphitheater (non business hours) - Commercial	per hour	n/a	$150	$160	$160	$-	0.0%
55	Amphitheater (non business hours) - Downey Individual	per hour	n/a	$110	$120	$120	$-	0.0%
56	Amphitheater (non business hours) - Non Downey Individual	per hour	n/a	$130	$140	$140	$-	0.0%
57	Amphitheater (non business hours) - Downey Non profit or youth group	per hour	n/a	$95	$105	$105	$-	0.0%
58	Amphitheater (non business hours) - Non Downey Non profit or youth group	per hour	n/a	$110	$120	$120	$-	0.0%
	Special Note: All facility rentals require a 3 hour minimum reservation. Facility rental attendees are not required to pay an admission fee							
59	Special Note: Qualified non-profit Downey-based civic and organized Downey-based youth groups are permitted one free use per organization of the Columbia Memorial Space Center one time per calendar year (non-cumulative). A six-hour maximum non-cumulative		n/a	$ -	$-	$-	$-	0%
60	Outdoor Birthday Party Package (during business hours) Solar - CMSC Member	1	n/a	$225	$250	$250	$-	0%
61	Outdoor Birthday Party Package (during business hours) Solar - Non Member	1	n/a	$275	$300	$300	$-	0%
62	Outdoor Birthday Party Package (during business hours) Nova - CMSC Member	1	n/a	$425	$450	$450	$-	0%
63	Outdoor Birthday Party Package (during business hours) Nova - Non Member	1	n/a	$472	$500	$500	$-	0%
64	Indoor Birthday Party Package (during business hours) Comet - CMSC Member	1	n/a	$275	$300	$300	$-	0%
65	Indoor Birthday Party Package (during business hours) Comet - Non Member	1	n/a	$325	$350	$350	$-	0%
66	Classes - CMSC Members	1	n/a	varies	varies	varies	$-	0%
67	Classes - Non Members	1	n/a	varies	varies	varies	$-	0%
68	Outreach/Off-site programs	1	n/a	varies	varies	varies	$-	0%
69	Gift Shop - AAA Discount	1	n/a	20% off	20% off	20% off	$-	0%
70	Gift Shop - CMSC Member Discount	1	n/a	20% off	20% off	20% off	$-	0%
	Special Note: discounts, including CMSC partner discounts, may be approved by the Executive Director, the City Manager, or designee. Government agency facility rental fee may be waived at discretion of the City Manager.							
	SECTION 15 - THEATRE							

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
	Theater Regular Rate							
1	Monday- Wednesday (6 hr min.)	per hour	n/a	$171	$176	$182	$6	3.4%
2	Thursday to Sunday *(6 hr min.)	per hour	n/a	$207	$213	$220	$7	3.4%
3	Rehearsal Usage Monday-Sunday(4 hr min.)	per hour	n/a	$146	$150	$155	$5	3.4%
4	Patio & Lobby Custodial Fee	per Event	n/a	$90	$93	$96	$3	3.4%
5	Theatre Custodial Fee	per Event	n/a	$213	$220	$227	$7	3.4%
6	Additional Custodial Fee, Per Performance	per performance				$50		
7	Theatre Custodial Rehearsal Fee	per Rehearsal	n/a	$90	$93	$96	$3	3.4%
8	Ticket Printing Reimbursement	per Ticket	n/a	$0	$0	$0	$0	0%
9	Ticket Exchanges	per Ticket	n/a	$3	$3	$3	$0	0%
10	Shipping & Handling Charge	per occurrence	n/a	$3	$3	$3	$0	0%
	Facility Enhancement Surcharge							
11	High Impact Event Fee(Dance Competitions)	per day				$ 750		
12	Ticket Price of $11.00-39.99	per Ticket	n/a	$2	$3	$3	$0	0.0%
13	Ticket Price of $40+	per Ticket	n/a	$3	$4	$4	$0	0.0%
14	Ticket Price of $75+	per Ticket				$5		
15	Walk Up / Phone ticket sales	per Ticket	n/a	$2	$2	$2	$0	0.0%
16	Online Ticket Sales	per Ticket	n/a	$3	$3	$3	$0	0.0%
17	Featured Event Promotion Package	per event				$750		
18	Box Office Fee	per performance	n/a	$305	$314	$325	$11	3.4%
19	Box Office Credit card Fee	percentage	n/a	$0.03	$0	$0	$0	0%
20	Lobby Advertising	weekly	n/a	$30	$31	$32	$1	3.4%
21	Theatre percentage Rent		n/a	10% of gross Ticket sales or Base Rent, whichever amount is greater	10% of gross Ticket sales or Base Rent, whichever amount is greater	10% of gross Ticket sales or Base Rent, whichever amount is greater	$-	0%
22	Theatre Use Deposit - Ticketed Events	Per Contract	n/a	$702	$723	$748	$25	3.4%
23	Theatre Use Deposit - Non- ticketed Events	Per Day	n/a	$702	$723	$748	$25	3.4%
	Staff							
	Technical Director							
24	Straight Time	per hour	n/a	$48	$51	$54	$3	5%
25	Overtime	per hour	n/a	$72	$78	$81	$3	4%
26	Double	per hour	n/a	$96	$104	$108	$4	4%
	Stage Manager							
27	Straight Time	per hour	n/a	$46	$48	$51	$3	6%
28	Overtime	per hour	n/a	$69	$72	$76.50	$5	6%
29	Double	per hour	n/a	$92	$97	$102	$5	5%
	Sound Technician							
30	Straight Time	per hour	n/a	$43	$45	$48	$3	7%
31	Overtime	per hour	n/a	$65	$68	$72	$4	6%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
32	Double	per hour	n/a	$86	$90	$96	$6	7%
	Electrician/Lighting Designer							
33	Straight Time	per hour	n/a	$43	$45	$54	$9	20%
34	Overtime	per hour	n/a	$65	$68	$72	$4	6%
35	Double	per hour	n/a	$86	$90	$96	$6	7%
	Spotlight Operator							
36	Straight Time	per hour	n/a	$36	$38	$40	$2	5%
37	Overtime	per hour	n/a	$54	$56	$60	$4	7%
38	Double	per hour	n/a	$72	$76	$80	$4	5%
	House Managers							
39	Straight Time	per hour	n/a	$36	$38	$40	$2	5%
40	Overtime	per hour	n/a	$54	$56	$60	$4	7%
41	Double	per hour	n/a	$72	$75	$80	$5	7%
	Ticket Sellers							
42	Straight Time	per hour	n/a	$36	$38	$40	$2	5%
43	Overtime	per hour	n/a	$54	$57	$60	$3	5%
44	Double	per hour	n/a	$72	$76	$80	$4	5%
	Carpenter/Flyman/Stagehand							
45	Straight Time	per hour	n/a	$36	$38	$40	$2	5%
46	Overtime	per hour	n/a	$54	$57	$60	$3	5%
47	Double	per hour	n/a	$72	$75	$80	$5	7%
48	Event Staff Fee	per hour	n/a	$35	$37	$39	$2	5%
49	Event Staff Fee - overtime	per hour	n/a	$54	$57	$58.50	$2	3%
50	Event Staff Fee - double overtime	per hour	n/a	$59	$62	$78	$16	26%
51	City IT Services	per hour	n/a	$76	$78	$78	$-	0%
52	City PW Road Closure	per hour	n/a	$29	$30	$30	$-	0%
	Rental Items							
53	Bistro Tables	per Event, each	n/a	$15	$15	$16	$1	3.4%
54	Piano Tuning	per Event	n/a	actual cost	actual cost	actual cost	$-	0%
55	Spot Light	per light	n/a	$90	$93	$96	$3	3.4%
56	Upright Piano	per Event	n/a	$61	$63	$65	$2	3.4%
57	Concert Grand Piano	per Event	n/a	$244	$252	$260	$9	3.4%
58	Movie Projector and Screen	per Event	n/a	$183	$189	$195	$6	3.4%
59	Video License Fee	per day	n/a	$183	$189	$195	$6	3.4%
60	Light Trees/Dance Booms	per event	n/a	$196+Labor	$202+Labor	$209+Labor	$7	3.4%
61	Concessions Use Fee >300	each Use	n/a	$61	$63	$65	$2	3.4%
62	Concessions Use Fee <300	each Use	n/a	$90	$93	$96	$3	3.4%
63	Marley Dance Floor	each Use	n/a	$243+staff time	$250+staff time	$259+staff time	$9	3.4%
64	Orchestra Shell	per event	n/a	$243+staff time	$250+staff time			
65	Orchestra Pit Removal Fee	per event	n/a	$243+staff time	$250+staff time	$259+staff time	$9	3.4%
66	Complimentary Tickets (over 20 comps)	per ticket	n/a	$2	$2	$2	$0	0%

	Fee Name	Units	2024 RCS Cost Recovery Recommendation ($)	FY 24-25 Adopted Fees	FY 25-26 Adopted Fees	FY 26-27 Proposed Fees	Variance from FY25/26	% Of Increase/ Decrease
67	Internet Fees	per ticket	n/a	actual cost	actual cost	actual cost	$-	0%
68	Hard Line Internet Connection	per event/per day	n/a	$122	$125	$130	$4	3.4%
	Downey Unified School District							
69	Monday to Thursday		n/a	No Charge	No Charge	No Charge	$-	0%
70	Friday to Sunday		n/a	Not Available	Not Available	Not Available	$-	0%
71	Rehearsal Usage		n/a	No Charge	No Charge	No Charge	$-	0%
72	Theater Custodial Fee	per event	n/a	$213	$220	$227	$7	3.4%
73	Ticket Printing	per event	n/a	$79	$81	$84	$3	3.4%
74	Support personnel	per event	n/a	actual cost	actual cost	actual cost	$-	0%
	Merchandise Sales							
75	Client provided seller	per event	n/a	$56 + 25% gross sales	$58 + 25% gross sales	$60 + 25% gross sale	$2	3.4%
76	Theatre Provided Seller	per event	n/a	30% gross	30% gross	30% gross	$-	0%
	Room Rents Alone without Auditorium							
77	Multi-Purpose Room Monday to Sunday (2hr min)	per hour	n/a	$61	$63	$65	$2	3.4%
78	Lobby/Patio Only Monday to Sunday (4hr min)	per hour	n/a	$176	$181	$187	$6	3.4%

Color Coding Guidelines
Fee Increased by CPI (3.4%)
Fee Increased/decreased to Reflect Market Rate
Fee Updated per Fee Study Cost Recovery Recommendation (Includes Fee Increases/Decreases)
Fee set by outside agency
New Fee
Fee Removed

News Release Information

26-888-SAN
Wednesday, June 10, 2026

Contacts

Technical information:

(415) 625-2270
BLSinfoSF@bls.gov
www.bls.gov/regions/west

Media contact:

(415) 625-2270

Related Links

CPI historical databases

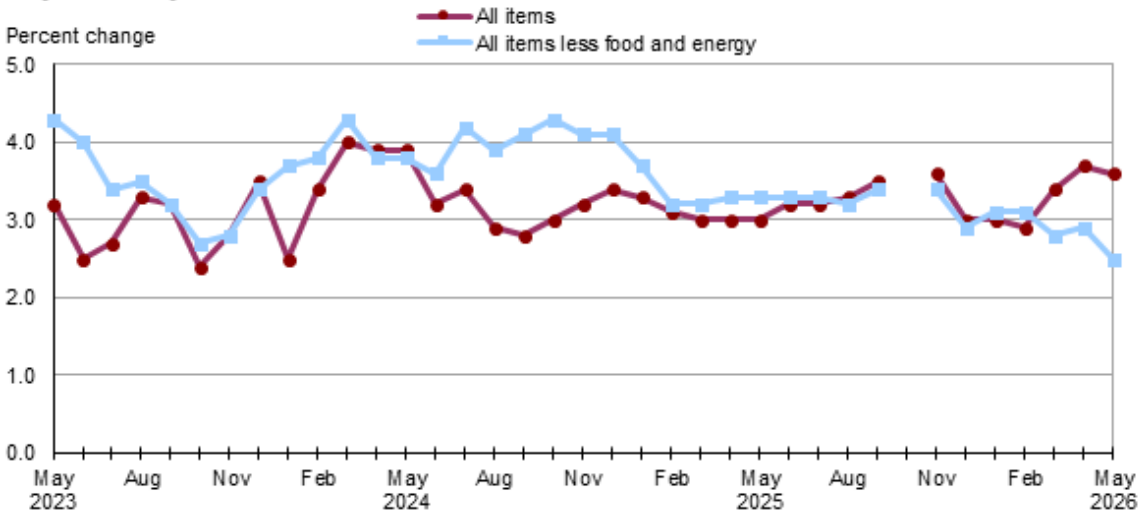
Consumer Price Index, Los Angeles area — May 2026

Area prices were unchanged over the past month, up 3.6 percent from a year ago

The Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim was unchanged in May, the U.S. Bureau of Labor Statistics (BLS) reported today. Regional Commissioner Chris Rosenlund noted that the energy index increased 3.0 percent. The food index rose 0.1 percent, while the index for all items less food and energy fell 0.2 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

The Los Angeles area all items CPI-U increased 3.6 percent for the 12 months ending in May. The index for all items less food and energy advanced 2.5 percent over the year. Food prices rose 3.5 percent. Energy prices advanced 18.0 percent.

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, May 2023–May 2026



Note: The October 2025 data values are not available due to the 2025 lapse in appropriations.
Source: U.S. Bureau of Labor Statistics.

View Chart Data

Food

Food prices increased 0.1 percent for the month of May. Prices for food at home (grocery store purchases) increased 0.1 percent, with higher prices for dairy and related products (+3.0 percent) and fruits and vegetables (+1.9 percent). Prices for food away from home (restaurant, cafeteria, and vending purchases) rose 0.1 percent for the same period.

ATTACHMENT B

Food prices rose 3.5 percent over the year. Prices for food at home advanced 4.5 percent, with higher prices in 5 of the 6 major grocery store food groups. Prices for food away from home rose 2.2 percent.

Energy

The energy index advanced 3.0 percent over the month. Gasoline prices increased 3.2 percent.

Energy prices advanced 18.0 percent over the year. Gasoline prices rose 30.4 percent.

All items less food and energy

The index for all items less food and energy decreased 0.2 percent in May. Among the index's components, prices were lower for other goods and services (-1.9 percent) and apparel (-1.6 percent). In contrast, prices were higher for education and communication (+0.5 percent) and recreation (+0.5 percent).

The index for all items less food and energy advanced 2.5 percent over the year. Components contributing to the increase included other goods and services (+9.8 percent) and shelter (+2.6 percent). In contrast, prices were lower for used cars and trucks (-3.1 percent) and recreation (-2.1 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2022		2023		2024		2025		2026	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	1.1	7.5	1.9	5.8	1.0	2.5	0.9	3.3	0.9	3.0
February	0.3	7.4	-0.3	5.1	0.5	3.4	0.3	3.1	0.2	2.9
March	1.5	8.5	0.1	3.7	0.7	4.0	0.7	3.0	1.1	3.4
April	0.5	7.9	0.7	3.8	0.6	3.9	0.6	3.0	0.8	3.7
May	0.8	8.0	0.1	3.2	0.1	3.9	0.1	3.0	0.0	3.6
June	1.1	8.6	0.5	2.5	-0.2	3.2	0.0	3.2		
July	-0.2	7.7	0.0	2.7	0.2	3.4	0.2	3.2		
August	0.1	7.6	0.7	3.3	0.1	2.9	0.3	3.3		
September	0.5	7.8	0.3	3.2	0.2	2.8	0.4	3.5		
October	0.6	7.5	-0.1	2.4	0.0	3.0	-	-		
November	-0.8	6.0	-0.4	2.8	-0.2	3.2	-	3.6		
December	-0.6	4.9	0.0	3.5	0.2	3.4	-0.3	3.0		
Note: The October 2025 data values are not available due to the 2025 lapse in appropriations										

The June 2026 Consumer Price Index for the Los Angeles area is scheduled to be released on July 14, 2026.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for Los Angeles is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program. Each local index has a much smaller sample size than the national or regional indexes and is, therefore, subject to substantially more sampling and other measurement error. As a result, local-area indexes are more volatile than the national or regional indexes. In addition, local indexes are not adjusted for seasonal influences. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

A full all-items data series history for the original index value and for 1-month, 2-month, 3-month, 6-month, and 12-month percent changes can be accessed via BLS data query tools. A direct link to the all-items series is provided in Table 1 of this release under historical data.

The Los Angeles-Long Beach-Anaheim, CA Core Based Statistical Area includes Los Angeles and Orange Counties in California.

Refer to the national CPI news release technical note or the Handbook of Methods for more information.

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Los Angeles-Long Beach-Anaheim, CA, CPI-U by expenditure category for May 2026, not seasonally adjusted (1982-84=100 unless otherwise noted)

Expenditure category	Indexes				Percent change from -		
	Historical data	Mar. 2026	Apr. 2026	May 2026	May 2025	Mar. 2026	Apr. 2026
All items		352.221	355.166	355.336	3.6	0.9	0.0
All items (1967=100)		1,040.617	1,049.319	1,049.821			
Food and beverages		359.170	361.360	361.763	3.4	0.7	0.1
Food		362.276	364.801	365.167	3.5	0.8	0.1
Food at home		341.225	344.495	344.839	4.5	1.1	0.1

Footnotes
(1) Indexes on a December 1977=100 base.
(2) Indexes on a December 1982=100 base.
(3) Indexes on a December 1997=100 base.
(4) Special index based on a substantially smaller sample.
(5) Indexes on a December 1993=100 base.
(6) Indexes on a December 2024=100 base.

- Data not available.
NOTE: Index applies to a month as a whole, not to any specific date.

ATTACHMENT B

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:	**JUNE 23, 2026**
SUBJECT:	**ADOPTION OF A RESOLUTION FOR THE PLACEMENT OF DELINQUENT SOLID WASTE CHARGES ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL**

EXECUTIVE SUMMARY

The City Council will conduct a public hearing to adopt the annual report of delinquent solid waste charges to be placed on the Los Angeles County tax roll. As required by Section 5230 of the Downey Municipal Code, the City's solid waste hauler prepared an annual report of all accounts that are beyond 90 days past due and subject to placement on the tax roll (Attachment A, Exhibit A). In addition to preparing the report for staff review, Athens sent out notices of past due payment on April 22, 2026 to all property owners subject to placement on the tax roll. The notification also highlighted the date of the public hearing to be held at the June 23, 2026 City Council meeting. Resolution No. 26-XXXX directs the City Clerk prior to August 10, 2026 to file a copy of the report with the Los Angeles County Registrar-Recorder and the Los Angeles County Tax Collector. In addition to the report, a copy of the fully adopted resolution and a request will be made that the delinquent charges be recorded as a lien against the parcels on the property tax bills as a special assessment.

RECOMMENDATION

That the City Council:

1. Conduct a public hearing confirming and adopting the annual report for the placement of delinquent solid waste charges on the Los Angeles County tax roll; and,

2. Adopt Resolution No. 26-8364, which directs the City Clerk to file the annual report prior to August 10, 2026 with the Los Angeles County Registrar-Recorder and request that the Los Angeles County Tax Collector record a lien against the parcels as a special assessment on the property tax bills.

BACKGROUND

In order to protect the public health, safety, and well-being of the community, and to prevent the spread of vectors, Section 5208 of the Downey Municipal Code requires the owner, occupant, or other person responsible for the day-to-day operation of every place or premises in the City of Downey to make arrangements with the solid waste collector holding a City-issued franchise agreement for the collection of solid waste. Athens Services (Athens) currently holds this agreement in the City of Downey until September 2033. This agreement allows for provisions by which Athens can discontinue service for the non-payment of delinquent accounts that have gone beyond 90 days in arrears. Due to concerns that shutting off service could create public health concerns, staff directed Athens to not discontinue collection for any of the commercial or multi-family residential accounts. Staff has allowed Athens to discontinue service on single-family residential accounts, as these matters are resolved quickly and service restored promptly. However, the discontinuance of commercial and multi-family residential accounts has the potential to adversely affect tenants that do not control payment of the solid waste bills. As a result, an alternative process for the collection of delinquent accounts is proposed by which accounts that remain in arrears over 90 days can continue to be serviced, but any delinquent amounts would be added as a special assessment for collection on the annual property tax bill.

At the April 22, 2025 City Council meeting, Council introduced Ordinance No. 25-1526 that would allow for the placement of delinquent amounts beyond 90 days as a special assessment each year on the property tax bill. The ordinance was subsequently adopted at the May 13, 2025 City Council meeting. The process described in the ordinance outlined the following steps:

- Prior to June of each year, an account holder for a single family or multifamily premises or any nonresidential premises who has not remitted required payment for solid waste collection, recycling and/or disposal service within ninety (90) calendar days after the date of billing shall be notified by Athens on forms that contain a statement that the delinquent account balance may be subject to placement on the County property tax roll and other applicable penalties. Athens shall inform the City of the delinquency in an annual report. The contractor shall deliver a report of all delinquencies not later than June of each year with a request that the City place the delinquencies on the property tax roll.
- Following this step, Athens will inform the City of the delinquency in an annual report. The contractor shall deliver a report of all delinquencies not later than June of each year with a request that the City place the delinquencies on the property tax roll.
- The City shall fix a time, date, and place for a public hearing to consider the annual report of delinquencies.
- Athens shall mail notice of the hearing to the property owner of every premises listed on the annual report not less than ten (10) calendar days prior to the date of the public hearing.
- At the public hearing, the City Council shall hear any objections or protests of property owners liable to be assessed for delinquent fees or charges. The City Council may make revisions or corrections to the annual report as it deems just, after which, by Council resolution, the annual report may be confirmed.
- The delinquent fees and charges set forth in the confirmed annual report shall constitute special assessments against the premises listed in the annual report and are a lien on the premises for the amount of the delinquent fees and charges.
- A certified copy of the confirmed annual report shall be filed with the Los Angeles County Auditor for the amounts of the respective assessments against the respective premises as they appear on the current assessment roll. The lien created attaches upon recordation of a certified copy of the resolution of confirmation in the office of the Los Angeles County Registrar-Recorder/County Clerk. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.
- The City shall remit to Athens any amounts collected pursuant to this process within thirty (30) calendar days of receipt from the Los Angeles County Assessor. The total collected by the County for each account will include the delinquent amount, general costs for Athens collection efforts during the year, as well as a 25-cent fee charged by the County for each parcel in the report. Athens shall notify the City in the event any delinquency on the confirmed annual report for which a lien has been created is paid or otherwise resolved.

ANALYSIS

In compliance with the ordinance, Athens provided a copy of the annual report for review on April 14, 2026 and sent out notices of past due payment to property owners on April 22, 2026. In this notification, Athens highlighted the public hearing date in front of City Council at its June 23, 2026 meeting. A notice of the public hearing date was published in the Downey Patriot on June 11 and June 18, 2026 (Attachment B).

The annual report indicates that there are 665 accounts that are more than 90 days in arrears for a total of $341,740. As part of the public hearing, the City Council will hear any protests from property owners, make any corrections to the annual report, and confirm the annual report by resolution. Following these actions, the City Clerk will file the annual report prior to August 10, 2026 with the Los Angeles County Registrar-Recorder and request that the Los Angeles County Tax Collector record a lien against the parcels as a special assessment on the property tax bills.

CITY COUNCIL PRIORITIES

Fiscal Responsibility
Efficiency & Adaptability
Quality of Life, Safety & Infrastructure

FISCAL IMPACT

There is no fiscal impact to the City, as these delinquent fees are owed to Athens Services for solid waste collection services provided to their customers. An administration fee of 25 cents is added to the delinquent amount of each account to cover the costs charged to the City by the County Assessor’s office for their collection charges.

Attachments

Attachment B: Resolution No. 26- 8364 - Solid Waste Delinquent Charges.pdf
Exhibit A to Resolution: Solid Waste Delinquent Charges.pdf

RESOLUTION NO. 26-8364

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING A REPORT DETERMINING THE AMOUNT OF DELINQUENT SOLID WASTE CHARGES BILLED DURING CALENDAR YEAR 2024 THROUGH MARCH 2026 AND UNPAID; DETERMINING THAT SUCH DELINQUENT CHARGES CONSTITUTE A SPECIAL ASSESSMENT AND LIEN; AND DIRECTING THAT SUCH CHARGES BE PLACED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL

WHEREAS, pursuant to Sections 25831 and 38790.1 of the California Government Code and Section 5230 of the Downey Municipal Code, the City of Downey is authorized to collect delinquent solid waste charges, including any accrued penalties (the "Delinquent Charges"), through the Los Angeles County property tax roll; and

WHEREAS, pursuant to these authorities, the City Council desires to recover such Delinquent Charges that were billed during Calendar Year 2024 through March 2026 and which remain unpaid, by forwarding them to the Los Angeles County Registrar-Recorder/County Clerk and Los Angeles County Auditor-Controller/Treasurer/Tax Collector to be recorded as a lien and collected as a special assessment on the tax roll in the same manner, by the same persons and at the same time, together with and not separate from, the general taxes; and

WHEREAS, the City has caused a written report ("Report"), a copy of which is attached hereto as Exhibit A and by this reference incorporated herein, to be prepared and filed with the City Clerk containing the description of each real property parcel that is subject to the Delinquent Charges and the amount of Delinquent Charges that remain unpaid by each such parcel; and

WHEREAS, on April 22, 2026, the City's solid waste contractor mailed a notice of past due payment to each owner of real property that is subject to the Delinquent Charges; and

WHEREAS, the City published a Notice of Filing and Public Hearing on the Report giving notice that on June 23, 2026, at 6:30 p.m., or as soon thereafter as the matter could be heard, the City Council would conduct a public hearing on the Report and the placement of the Delinquent Charges on the Los Angeles County property tax roll; and

WHEREAS, on June 23, 2026, at the time stated in the notice, the City Council conducted the public hearing on the Report and heard and considered all objections or protests thereto, and overrode all objections and protests; and

WHEREAS, the Delinquent Charges and costs of lien shall constitute a lien and special assessment against the parcel or parcels of land described in the Report in accordance with Sections 25831 and 38790.1 of the California Government Code and Section 5230 of the Downey Municipal Code.

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

SECTION 1. The City Council hereby finds and determines that the above recitals are true and correct and are incorporated herein.

SECTION 2. The Report filed with the City Clerk contains the description of each real property parcel that is subject to the Delinquent Charges and the amount of Delinquent Charges

to be imposed thereon, which were billed during Calendar Year 2024 through March 2026 and which remain unpaid, together with any accrued penalties, and the Report is hereby approved and adopted.

SECTION 3. The Report shall be forwarded to the Los Angeles County Registrar-Recorder/County Clerk for recording of a lien, and forwarded to the Los Angeles County Auditor-Controller/Treasurer/Tax Collector for collection on the tax roll in the same manner, by the same person, at the same time, together with and not separate from the general taxes, as special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

SECTION 4. On or before the 10th day of August, 2026, the City Clerk is hereby directed to file with the Los Angeles County Registrar-Recorder/County Clerk and Los Angeles County Auditor-Controller/Treasurer/Tax Collector a copy of the Report, with a statement endorsed thereon over his or her signature that the Report has been fully adopted by the City Council, together with a certified copy of this Resolution, and shall request that the Delinquent Charges be recorded as a lien against the parcels and collected on the tax bills as a special assessment for the taxable parcels in the City identified in the Report along with the ordinary ad valorem taxes to be levied on and collected from owners of said parcels.

SECTION 5. The special assessment for the Delinquent Charges authorized herein is levied without regard to the valuation of the subject real properties.

SECTION 6. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid

SECTION 7. This Resolution shall become effective upon its adoption.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 23rd day of June, 2026.

_____
CLAUDIA M. 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 23rd day of June, 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

CO	CUST#	ACCTID	TAX LIEN AMT DUE	V5 PARCEL LOT #	START DT	STOP DT	BILLING STR DT
DW	26673	DW-26673	1529.57	6249028020	10/31/2022	06/01/2024	10/31/2022
DW	15263	DW-15263	1154.57	6256004040	10/01/2022	05/01/2023	10/01/2022
DW	31466	DW-31466	1119.46	6256004040	05/01/2025		05/01/2025
DW	9628	DW-9628	961.46	6245010015	10/01/2022	02/21/2025	10/01/2022
DW	25709	DW-25709	503.82	6266004024	10/01/2022		10/01/2022
DW	30567	DW-30567	462.45	6251034022	10/21/2024	08/06/2025	10/21/2024
DW	29740	DW-29740	396.76	6249028020	07/09/2024		07/09/2024
DW	30962	DW-30962	379.08	6231004001	01/01/2025		01/01/2025
DW	30823	DW-30823	331.45	6253002015	12/16/2024	01/22/2026	12/16/2024
DW	30963	DW-30963	317.51	6231004001	04/01/2025		04/01/2025
DW	32488	DW-32488	252.69	6284009017	04/01/2025		04/01/2025
DW	31120	DW-31120	246.02	6245010015	02/21/2025		02/21/2025
DW	26366	DW-26366	245.78	6261015065	10/01/2022		10/01/2022
DW	31872	DW-31872	206.61	6251034022	07/01/2025	12/22/2025	07/01/2025
DW	31753	DW-31753	205.27	6388035012	06/16/2025		06/16/2025
DW	18343	DW-18343	185.18	6258008014	10/01/2022		10/01/2022
DW	32530	DW-32530	168.62	6251034022	11/03/2025		11/03/2025
DW	25198	DW-25198	167.51	6258008014	10/01/2022		10/01/2022
DW	31216	DW-31216	144.75	6266004024	03/11/2025		03/11/2025
DW	30466	DW-30466	126.42	6261015065	10/01/2024		10/01/2024
DW	31467	DW-31467	109.34	6256004040	05/01/2025		05/01/2025
DW	25442	DW-25442	107.38	6283015032	10/01/2022		10/01/2022
DW	25127	DW-25127	105.81	6284009017	10/01/2022		10/01/2022
DW	30916	DW-30916	104.62	6231004001	04/01/2025		04/01/2025
DW	31889	DW-31889	104.32	6283015032	07/07/2025		07/07/2025
DW	31168	DW-31168	82.23	6388035012	03/24/2025	05/13/2025	03/24/2025
DW	32848	DW-32848	75.21	6253002015	01/22/2026		01/22/2026
DW	870	DW-870	14903.88	6247019030	10/01/2022		10/01/2022
DW	195302	DW-195302	6637.64	6263033014	10/01/2022		10/01/2022
DW	18981	DW-18981	6438.47	6251036014	10/01/2022		10/01/2022
DW	990	DW-990	6406.98	6252025010	10/01/2022		10/01/2022
DW	30707	DW-30707	5895.06	6363003005	11/18/2024		11/18/2024
DW	20709	DW-20709	5644.27	6251002021	10/01/2022		10/01/2022
DW	266	DW-266	5323.20	6255004029	10/01/2022		10/01/2022
DW	29543	DW-29543	5213.12	6284003016	05/08/2024		05/08/2024
DW	541	DW-541	5207.86	6363001035	10/01/2022		10/01/2022
DW	17786	DW-17786	4715.36	6255007014	10/01/2022		10/01/2022
DW	30716	DW-30716	4402.20	6247019010	11/18/2024		11/18/2024
DW	17570	DW-17570	4225.61	6254015002	10/01/2022		10/01/2022
DW	85	DW-85	3822.72	6284003004	10/01/2022		10/01/2022
DW	17625	DW-17625	3791.82	6260011027	10/01/2022		10/01/2022
DW	114	DW-114	3589.66	6284026024	10/01/2022		10/01/2022
DW	26175	DW-26175	3512.91	6255011035	10/01/2022		10/01/2022
DW	29047	DW-29047	3022.73	6284032003	03/01/2024		03/01/2024
DW	29051	DW-29051	2919.48	6254020017	03/01/2024		03/01/2024
DW	29551	DW-29551	2879.56	6256001027	05/16/2024		05/16/2024
DW	191226	DW-191226	2729.20	6246023033	10/01/2022		10/01/2022
DW	18876	DW-18876	2433.21	6266002015	10/01/2022		10/01/2022
DW	1056	DW-1056	2212.59	6246007021	10/01/2022		10/01/2022
DW	71	DW-71	2174.99	6263009038	10/01/2022		10/01/2022
DW	17578	DW-17578	2090.12	6287024016	10/01/2022		10/01/2022
DW	279	DW-279	2044.08	8020006036	10/01/2022		10/01/2022
DW	204	DW-204	1997.28	6256007003	10/01/2022		10/01/2022
DW	6325	DW-6325	1993.20	6252019008	10/01/2022		10/01/2022
DW	238085	DW-238085	1907.32	6254014036	10/01/2022		10/01/2022
DW	25958	DW-25958	1899.34	6259012052	10/01/2022		10/01/2022
DW	30310	DW-30310	1869.05	6365012004	09/07/2024		09/07/2024
DW	773	DW-773	1797.68	6251038011	10/01/2022		10/01/2022
DW	17205	DW-17205	1786.07	6260008008	10/01/2022		10/01/2022
DW	32865	DW-32865	1710.51	6248003005	01/20/2026		01/20/2026
DW	4773	DW-4773	1697.08	6390015025	10/01/2022		10/01/2022
DW	3335	DW-3335	1639.09	6360007002	10/01/2022		10/01/2022
DW	18728	DW-18728	1599.46	6249015024	10/01/2022		10/01/2022
DW	27287	DW-27287	1523.48	6249025001	04/01/2023		04/01/2023
DW	16051	DW-16051	1511.54	6284001017	10/01/2022		10/01/2022
DW	11389	DW-11389	1465.71	6245021035	10/01/2022		10/01/2022
DW	241	DW-241	1459.87	6360019008	10/01/2022		10/01/2022
DW	1804	DW-1804	1445.34	6388007005	10/01/2022		10/01/2022
DW	19437	DW-19437	1426.67	6254004009	10/01/2022		10/01/2022
DW	13204	DW-13204	1421.47	6281003027	10/01/2022		10/01/2022
DW	14745	DW-14745	1420.56	6365016012	10/01/2022		10/01/2022
DW	1510	DW-1510	1397.60	6367018011	10/01/2022		10/01/2022
DW	9041	DW-9041	1364.15	6255005033	10/01/2022		10/01/2022

EXHIBIT A

CO	CUST#	ACCTID	TAX LIEN AMT DUE	V5 PARCEL LOT #	START DT	STOP DT	BILLING STR DT
DW	19252	DW-19252	1356.99	6231016015	10/01/2022		10/01/2022
DW	25009	DW-25009	1336.59	6231015004	10/01/2022		10/01/2022
DW	11722	DW-11722	1315.43	6260012018	08/28/2025		08/28/2025
DW	29428	DW-29428	1309.18	6367033031	04/29/2024		04/29/2024
DW	20592	DW-20592	1299.57	6258011057	10/01/2022		10/01/2022
DW	10904	DW-10904	1294.37	6258012026	10/01/2022		10/01/2022
DW	32212	DW-32212	1294.35	6260007023	08/27/2025		08/27/2025
DW	19759	DW-19759	1287.16	6363001080	10/01/2022	04/14/2026	10/01/2022
DW	27396	DW-27396	1262.60	6245014005	04/01/2023		04/01/2023
DW	31951	DW-31951	1238.54	6361026013	07/15/2025		07/15/2025
DW	2288	DW-2288	1233.01	6365003001	10/01/2022		10/01/2022
DW	3082	DW-3082	1228.29	6359026014	10/01/2022		10/01/2022
DW	6857	DW-6857	1226.93	6285010011	10/01/2022		10/01/2022
DW	1530	DW-1530	1216.18	6367026008	10/01/2022		10/01/2022
DW	15129	DW-15129	1194.81	6251019042	10/01/2022		10/01/2022
DW	15156	DW-15156	1149.36	6251026016	10/01/2022		10/01/2022
DW	27812	DW-27812	1126.80	6260003054	06/12/2023		06/12/2023
DW	29424	DW-29424	1122.23	6245017038	04/22/2024		04/22/2024
DW	20045	DW-20045	1087.23	6363010018	10/01/2022	04/01/2026	10/01/2022
DW	1861	DW-1861	1085.10	6388033011	10/01/2022		10/01/2022
DW	29170	DW-29170	1077.20	6259018021	03/06/2024		03/06/2024
DW	8571	DW-8571	1044.23	6248029002	10/01/2022	07/25/2025	10/01/2022
DW	12631	DW-12631	1038.02	6262020024	10/01/2022		10/01/2022
DW	6021	DW-6021	1036.92	6251011003	10/01/2022		10/01/2022
DW	7635	DW-7635	1028.23	6287017004	10/01/2022		10/01/2022
DW	32060	DW-32060	1012.79	6260004045	08/01/2025	02/22/2026	08/01/2025
DW	27982	DW-27982	1007.71	6256012017	07/01/2023		07/01/2023
DW	16833	DW-16833	991.95	6286014008	10/01/2022		10/01/2022
DW	15419	DW-15419	990.44	6251024016	10/01/2022		10/01/2022
DW	9992	DW-9992	990.44	6245001020	10/01/2022		10/01/2022
DW	1086	DW-1086	979.43	6255003001	10/01/2022		10/01/2022
DW	26396	DW-26396	950.94	6285002007	10/01/2022		10/01/2022
DW	20270	DW-20270	950.88	6259003054	10/01/2022		10/01/2022
DW	25026	DW-25026	917.89	6246022009	10/01/2022		10/01/2022
DW	20880	DW-20880	917.71	6260002040	10/01/2022	09/08/2025	10/01/2022
DW	187979	DW-187979	904.60	6287004007	10/01/2022		10/01/2022
DW	25738	DW-25738	897.25	6255024075	10/01/2022		10/01/2022
DW	1966	DW-1966	893.48	6388029117	10/01/2022		10/01/2022
DW	220076	DW-220076	888.97	6255025079	10/01/2022		10/01/2022
DW	3987	DW-3987	884.24	6362002001	10/01/2022		10/01/2022
DW	25593	DW-25593	877.78	6229014001	10/01/2022		10/01/2022
DW	8466	DW-8466	871.53	6248019021	10/01/2022		10/01/2022
DW	15170	DW-15170	850.84	6283006001	10/01/2022		10/01/2022
DW	30108	DW-30108	850.10	6251030019	08/15/2024		08/15/2024
DW	6425	DW-6425	849.50	6252006018	10/01/2022		10/01/2022
DW	25973	DW-25973	835.97	6284017007	09/22/2022		09/22/2022
DW	12589	DW-12589	834.79	6262018041	10/01/2022		10/01/2022
DW	6241	DW-6241	826.57	6254003003	10/01/2022		10/01/2022
DW	18951	DW-18951	823.83	6361014006	10/01/2022		10/01/2022
DW	151	DW-151	823.32	6254005020	10/01/2022		10/01/2022
DW	20640	DW-20640	812.38	6287004018	10/01/2022		10/01/2022
DW	16114	DW-16114	811.05	6287017010	10/01/2022		10/01/2022
DW	190501	DW-190501	794.21	6255024064	10/01/2022		10/01/2022
DW	18721	DW-18721	793.47	6254011008	10/01/2022		10/01/2022
DW	14641	DW-14641	791.21	6248009016	10/01/2022		10/01/2022
DW	13664	DW-13664	790.69	6266028026	10/01/2022		10/01/2022
DW	18938	DW-18938	777.21	6260003046	10/01/2022		10/01/2022
DW	29458	DW-29458	738.01	6249001012	04/30/2024		04/30/2024
DW	15210	DW-15210	733.97	6245011012	10/01/2022		10/01/2022
DW	7688	DW-7688	732.14	6287014013	10/01/2022		10/01/2022
DW	1647	DW-1647	726.76	6388004013	10/01/2022		10/01/2022
DW	7032	DW-7032	720.39	6285027005	10/01/2022		10/01/2022
DW	6162	DW-6162	713.94	6251020034	10/01/2022		10/01/2022
DW	31262	DW-31262	711.27	6362007002	04/01/2025		04/01/2025
DW	14707	DW-14707	709.02	6229020012	10/01/2022		10/01/2022
DW	25222	DW-25222	700.37	6263009047	10/01/2022		10/01/2022
DW	26291	DW-26291	686.69	6254002050	10/01/2022		10/01/2022
DW	25173	DW-25173	677.27	6263005009	10/01/2022		10/01/2022
DW	5343	DW-5343	675.09	6229022042	07/01/2025		07/01/2025
DW	30833	DW-30833	669.23	6362005013	12/20/2024		12/20/2024
DW	7526	DW-7526	668.68	6287006003	10/01/2022		10/01/2022
DW	20774	DW-20774	660.46	6287015021	10/01/2022		10/01/2022
DW	30037	DW-30037	657.54	6258015042	07/30/2024	07/01/2025	07/30/2024

EXHIBIT A

CO	CUST#	ACCTID	TAX LIEN AMT DUE	V5 PARCEL LOT #	START DT	STOP DT	BILLING STR DT
DW	18049	DW-18049	656.22	6231018017	10/01/2022	01/09/2026	10/01/2022
DW	17241	DW-17241	628.79	6367030002	10/01/2022		10/01/2022
DW	191582	DW-191582	614.72	6246001001	10/01/2022		10/01/2022
DW	27143	DW-27143	608.70	6248003019	10/01/2022		10/01/2022
DW	15778	DW-15778	605.74	6247003012	10/01/2022		10/01/2022
DW	16364	DW-16364	600.72	6391021007	10/01/2022		10/01/2022
DW	15284	DW-15284	598.57	6365020015	10/01/2022		10/01/2022
DW	11884	DW-11884	596.20	6260009056	10/01/2022		10/01/2022
DW	17077	DW-17077	592.62	6283006032	10/01/2022		10/01/2022
DW	241325	DW-241325	587.37	6259007046	10/01/2022		10/01/2022
DW	29130	DW-29130	586.21	6261017025	03/01/2024		03/01/2024
DW	12673	DW-12673	582.71	6262015041	10/01/2022		10/01/2022
DW	32030	DW-32030	578.20	6285002004	07/28/2025		07/28/2025
DW	8077	DW-8077	576.94	6231025015	10/01/2022		10/01/2022
DW	4092	DW-4092	576.79	6362013001	10/01/2022		10/01/2022
DW	14409	DW-14409	555.06	6253004023	10/01/2022	05/21/2025	10/01/2022
DW	26412	DW-26412	552.58	6256006020	10/01/2022	07/01/2025	10/01/2022
DW	3276	DW-3276	549.65	6360005001	10/01/2022		10/01/2022
DW	20508	DW-20508	549.65	6287005001	10/01/2022		10/01/2022
DW	6635	DW-6635	549.63	6253024012	10/01/2022		10/01/2022
DW	218	DW-218	545.95	6283003001	10/01/2022		10/01/2022
DW	25807	DW-25807	544.49	6286020018	10/01/2022		10/01/2022
DW	1020	DW-1020	535.35	6259007042	10/01/2022		10/01/2022
DW	9000	DW-9000	527.27	6255011036	10/01/2022		10/01/2022
DW	29985	DW-29985	526.57	6266020058	07/26/2024		07/26/2024
DW	17372	DW-17372	525.52	8019002011	10/01/2022		10/01/2022
DW	29299	DW-29299	523.70	6260009059	03/28/2024		03/28/2024
DW	27418	DW-27418	523.34	6388025018	04/12/2023		04/12/2023
DW	29550	DW-29550	516.75	6390017005	05/15/2024		05/15/2024
DW	30855	DW-30855	506.58	6254008005	01/01/2025	04/01/2026	01/01/2025
DW	20166	DW-20166	501.75	6361006017	10/01/2022		10/01/2022
DW	19715	DW-19715	498.90	6366014006	10/01/2022		10/01/2022
DW	29970	DW-29970	495.38	6389006017	07/25/2024	01/15/2026	07/25/2024
DW	18259	DW-18259	488.33	6252008022	10/01/2022		10/01/2022
DW	11582	DW-11582	484.15	6245029027	10/01/2022		10/01/2022
DW	30235	DW-30235	479.81	6231020022	09/01/2024		09/01/2024
DW	17791	DW-17791	479.62	6284002009	10/01/2022		10/01/2022
DW	7718	DW-7718	478.87	6287019031	10/01/2022		10/01/2022
DW	3289	DW-3289	476.95	6360017016	10/01/2022		10/01/2022
DW	30671	DW-30671	476.95	6391020015	11/08/2024		11/08/2024
DW	5655	DW-5655	476.64	6249003029	10/01/2022		10/01/2022
DW	25642	DW-25642	473.74	6263020042	10/01/2022		10/01/2022
DW	25559	DW-25559	471.81	6260009036	10/01/2022		10/01/2022
DW	14050	DW-14050	471.79	8019008005	10/01/2022		10/01/2022
DW	30000	DW-30000	470.46	6261001027	08/01/2024		08/01/2024
DW	17949	DW-17949	468.87	6251043047	08/15/2023		08/15/2023
DW	4541	DW-4541	466.95	6389012008	10/01/2022		10/01/2022
DW	6284	DW-6284	466.95	6252027004	10/01/2022		10/01/2022
DW	6420	DW-6420	466.95	6253010017	10/01/2022		10/01/2022
DW	11791	DW-11791	466.95	6260011049	10/01/2022		10/01/2022
DW	15560	DW-15560	466.95	6258006018	10/01/2022		10/01/2022
DW	20564	DW-20564	466.95	6366007009	10/01/2022		10/01/2022
DW	29968	DW-29968	466.95	6247018011	08/01/2024		08/01/2024
DW	5387	DW-5387	463.55	6249011039	10/01/2022		10/01/2022
DW	8031	DW-8031	462.16	6231023015	10/01/2022		10/01/2022
DW	31183	DW-31183	459.44	6260005047	03/03/2025		03/03/2025
DW	5318	DW-5318	459.41	6229015017	10/01/2022		10/01/2022
DW	18011	DW-18011	453.57	6389006016	10/01/2022		10/01/2022
DW	2807	DW-2807	452.12	6359003016	10/01/2022		10/01/2022
DW	11159	DW-11159	451.54	6261011006	10/01/2022		10/01/2022
DW	193183	DW-193183	451.29	6261012023	10/01/2022		10/01/2022
DW	195797	DW-195797	450.97	6256013028	10/01/2022		10/01/2022
DW	31888	DW-31888	450.95	6362005004	07/08/2025		07/08/2025
DW	16002	DW-16002	450.75	6359007023	10/01/2022		10/01/2022
DW	19850	DW-19850	446.75	6363001092	10/01/2022	02/06/2026	10/01/2022
DW	232710	DW-232710	446.64	6229022006	10/01/2022		10/01/2022
DW	16988	DW-16988	444.76	6231006019	10/01/2022		10/01/2022
DW	7190	DW-7190	443.24	6286007019	10/01/2022		10/01/2022
DW	26305	DW-26305	440.92	6254002044	10/01/2022		10/01/2022
DW	27176	DW-27176	439.38	6248010020	02/20/2023		02/20/2023
DW	15092	DW-15092	435.91	6249006001	10/01/2022		10/01/2022
DW	6366	DW-6366	428.92	6253006039	10/01/2022		10/01/2022
DW	19657	DW-19657	428.42	6364014018	10/01/2022		10/01/2022

EXHIBIT A

CO	CUST#	ACCTID	TAX LIEN AMT DUE	V5 PARCEL LOT #	START DT	STOP DT	BILLING STR DT
DW	30934	DW-30934	428.09	6247002035	01/01/2025		01/01/2025
DW	5594	DW-5594	426.39	6249015008	10/01/2022		10/01/2022
DW	17844	DW-17844	422.50	6251040006	10/01/2022		10/01/2022
DW	12231	DW-12231	422.07	6263025002	10/01/2022		10/01/2022
DW	1207	DW-1207	421.48	6367024051	10/01/2022		10/01/2022
DW	204969	DW-204969	420.36	6251033009	10/01/2022		10/01/2022
DW	31344	DW-31344	418.69	6261017067	04/02/2025		04/02/2025
DW	18574	DW-18574	415.26	6391009020	10/01/2022		10/01/2022
DW	27009	DW-27009	415.26	6256003025	01/13/2023		01/13/2023
DW	30030	DW-30030	415.26	6362007022	07/30/2024		07/30/2024
DW	30249	DW-30249	414.80	6253016035	08/29/2024		08/29/2024
DW	4551	DW-4551	413.24	6389013008	10/01/2022		10/01/2022
DW	186287	DW-186287	410.54	6253013010	10/01/2022		10/01/2022
DW	5307	DW-5307	408.53	6229014015	10/01/2022		10/01/2022
DW	186380	DW-186380	402.70	6253012011	10/01/2022		10/01/2022
DW	26005	DW-26005	400.71	6281004039	10/01/2022		10/01/2022
DW	14803	DW-14803	398.21	6231026021	10/01/2022		10/01/2022
DW	2893	DW-2893	394.11	6366028011	10/01/2022		10/01/2022
DW	4770	DW-4770	394.11	6390015038	10/01/2022		10/01/2022
DW	19490	DW-19490	394.11	6263039008	10/01/2022		10/01/2022
DW	31186	DW-31186	394.11	8019002022	03/05/2025		03/05/2025
DW	29965	DW-29965	390.06	6248017008	07/25/2024		07/25/2024
DW	20458	DW-20458	385.75	6251026015	10/01/2022		10/01/2022
DW	32426	DW-32426	382.02	6388026011	10/09/2025		10/09/2025
DW	31627	DW-31627	379.94	6362001002	05/23/2025		05/23/2025
DW	16286	DW-16286	377.53	6258013030	10/01/2022		10/01/2022
DW	25453	DW-25453	375.82	6258012035	10/01/2022		10/01/2022
DW	18895	DW-18895	374.23	6280008006	10/01/2022		10/01/2022
DW	3533	DW-3533	374.22	6364008008	10/01/2022		10/01/2022
DW	5195	DW-5195	374.22	6229006013	10/01/2022		10/01/2022
DW	7929	DW-7929	374.22	6231013028	10/01/2022		10/01/2022
DW	9731	DW-9731	374.22	6245014046	10/01/2022		10/01/2022
DW	13426	DW-13426	374.22	6266007006	10/01/2022		10/01/2022
DW	16632	DW-16632	374.22	6361019021	10/01/2022		10/01/2022
DW	18345	DW-18345	374.22	6389007001	10/01/2022		10/01/2022
DW	19817	DW-19817	374.22	6366028002	10/01/2022		10/01/2022
DW	20263	DW-20263	374.22	6256001006	10/01/2022		10/01/2022
DW	20787	DW-20787	374.22	6287022024	10/01/2022		10/01/2022
DW	26162	DW-26162	363.95	6248026004	10/01/2022		10/01/2022
DW	681	DW-681	360.79	6284032002	10/01/2022		10/01/2022
DW	7197	DW-7197	353.68	6286004018	10/01/2022		10/01/2022
DW	9587	DW-9587	353.68	6245009005	10/01/2022		10/01/2022
DW	16812	DW-16812	353.68	6389013018	10/01/2022		10/01/2022
DW	17302	DW-17302	353.68	6246005001	10/01/2022		10/01/2022
DW	14233	DW-14233	353.34	6259009052	10/01/2022		10/01/2022
DW	32130	DW-32130	349.89	6255014043	08/14/2025		08/14/2025
DW	3602	DW-3602	349.76	6364018001	10/01/2022		10/01/2022
DW	184637	DW-184637	346.23	6229021002	10/01/2022		10/01/2022
DW	16605	DW-16605	346.18	6260002080	10/01/2022		10/01/2022
DW	15228	DW-15228	340.28	6362013003	10/01/2022		10/01/2022
DW	32004	DW-32004	339.20	8020004009	07/24/2025		07/24/2025
DW	3642	DW-3642	337.46	6361018006	10/01/2022		10/01/2022
DW	25684	DW-25684	334.36	6258011063	10/01/2022	10/31/2025	10/01/2022
DW	230654	DW-230654	327.57	6260006035	10/01/2022		10/01/2022
DW	18032	DW-18032	327.27	6388002008	10/01/2022		10/01/2022
DW	12339	DW-12339	325.63	6263002033	10/01/2022		10/01/2022
DW	18714	DW-18714	323.96	6263035018	10/01/2022		10/01/2022
DW	11297	DW-11297	321.08	6283009035	10/01/2022	04/11/2025	10/01/2022
DW	20852	DW-20852	320.50	6390017027	10/01/2022	04/24/2026	10/01/2022
DW	16989	DW-16989	320.03	6259019046	10/01/2022		10/01/2022
DW	178611	DW-178611	317.45	6229021015	10/01/2022		10/01/2022
DW	1371	DW-1371	312.65	6367012017	10/01/2022		10/01/2022
DW	2021	DW-2021	312.65	6388029051	10/01/2022		10/01/2022
DW	4025	DW-4025	312.65	6362009030	10/01/2022		10/01/2022
DW	4976	DW-4976	312.65	6391014011	10/01/2022		10/01/2022
DW	10297	DW-10297	312.65	6259016008	10/01/2022		10/01/2022
DW	10759	DW-10759	312.65	6258001053	10/01/2022		10/01/2022
DW	11320	DW-11320	312.65	6283010013	10/01/2022		10/01/2022
DW	15273	DW-15273	312.65	6281001019	10/01/2022		10/01/2022
DW	17149	DW-17149	312.65	6261005035	10/01/2022		10/01/2022
DW	17299	DW-17299	312.65	6286011005	10/01/2022		10/01/2022
DW	18616	DW-18616	312.65	6259014023	10/01/2022		10/01/2022
DW	19187	DW-19187	312.65	6391016016	10/01/2022		10/01/2022

EXHIBIT A

CO	CUST#	ACCTID	TAX LIEN AMT DUE	V5 PARCEL LOT #	START DT	STOP DT	BILLING STR DT
DW	20740	DW-20740	312.65	6248004002	10/01/2022		10/01/2022
DW	20809	DW-20809	312.65	6285004016	10/01/2022		10/01/2022
DW	26374	DW-26374	312.65	6366004006	10/01/2022		10/01/2022
DW	29575	DW-29575	312.65	6231006010	06/01/2024		06/01/2024
DW	30461	DW-30461	312.65	6389009022	10/01/2024		10/01/2024
DW	29446	DW-29446	312.49	6260003029	04/25/2024		04/25/2024
DW	6196	DW-6196	311.79	6252025002	10/01/2022		10/01/2022
DW	30540	DW-30540	306.17	6388006032	10/14/2024		10/14/2024
DW	11798	DW-11798	304.57	6260011042	10/01/2022		10/01/2022
DW	9099	DW-9099	301.15	6284009025	10/01/2022	03/17/2026	10/01/2022
DW	12212	DW-12212	299.65	6263009027	10/01/2022		10/01/2022
DW	20682	DW-20682	297.44	6245004033	10/01/2022		10/01/2022
DW	27499	DW-27499	295.68	6232020012	04/25/2023		04/25/2023
DW	14541	DW-14541	295.35	8020004008	10/01/2022		10/01/2022
DW	6269	DW-6269	293.81	6252015018	10/01/2022		10/01/2022
DW	17553	DW-17553	292.61	6248007003	10/01/2022		10/01/2022
DW	17026	DW-17026	292.51	6263025019	10/01/2022		10/01/2022
DW	11418	DW-11418	292.37	6245023004	10/01/2022		10/01/2022
DW	2683	DW-2683	286.45	6366021011	10/01/2022		10/01/2022
DW	9190	DW-9190	286.45	6256003006	10/01/2022		10/01/2022
DW	29201	DW-29201	286.45	6245007037	03/12/2024		03/12/2024
DW	9966	DW-9966	286.16	6245019028	10/01/2022		10/01/2022
DW	31524	DW-31524	284.85	6252022001	04/01/2025		04/01/2025
DW	31093	DW-31093	276.38	6258007028	02/05/2025	10/09/2025	02/05/2025
DW	30196	DW-30196	275.81	6231003003	08/22/2024		08/22/2024
DW	30064	DW-30064	272.02	6247006004	07/01/2024		07/01/2024
DW	20528	DW-20528	269.76	6282003043	10/01/2022	10/02/2025	10/01/2022
DW	28263	DW-28263	268.60	6283010031	09/15/2023		09/15/2023
DW	1595	DW-1595	262.65	6367023005	10/01/2022		10/01/2022
DW	27733	DW-27733	262.20	6253002023	06/08/2023		06/08/2023
DW	32023	DW-32023	261.70	6280009032	08/11/2025		08/11/2025
DW	32110	DW-32110	260.58	6364012017	08/08/2025		08/08/2025
DW	18081	DW-18081	260.23	6282001043	10/01/2022		10/01/2022
DW	16025	DW-16025	258.05	6367018014	10/01/2022		10/01/2022
DW	25618	DW-25618	256.04	6261001026	10/01/2022		10/01/2022
DW	16753	DW-16753	255.97	6251003013	10/01/2022		10/01/2022
DW	25927	DW-25927	255.27	6266005021	10/01/2022		10/01/2022
DW	32150	DW-32150	253.95	6247013012	08/18/2025		08/18/2025
DW	26004	DW-26004	252.34	6361006015	10/01/2022		10/01/2022
DW	15809	DW-15809	251.97	6361002019	10/01/2022		10/01/2022
DW	29111	DW-29111	251.24	6360013003	02/28/2024		02/28/2024
DW	13748	DW-13748	249.84	6266004052	10/01/2022		10/01/2022
DW	28397	DW-28397	246.65	6282005039	10/01/2023		10/01/2023
DW	4705	DW-4705	246.02	6390004016	10/01/2022		10/01/2022
DW	5918	DW-5918	246.02	6251006006	10/01/2022		10/01/2022
DW	9363	DW-9363	246.02	6246020010	10/01/2022		10/01/2022
DW	12439	DW-12439	246.02	6263006019	10/01/2022		10/01/2022
DW	12617	DW-12617	246.02	6262019026	10/01/2022		10/01/2022
DW	14077	DW-14077	246.02	8020003015	10/01/2022		10/01/2022
DW	14703	DW-14703	246.02	6229004015	10/01/2022		10/01/2022
DW	19098	DW-19098	246.02	6364004027	10/01/2022		10/01/2022
DW	19312	DW-19312	246.02	6263029008	10/01/2022		10/01/2022
DW	8298	DW-8298	245.70	6248011018	10/01/2022		10/01/2022
DW	8754	DW-8754	245.70	6247014006	10/01/2022		10/01/2022
DW	14982	DW-14982	245.70	6249011040	10/01/2022		10/01/2022
DW	27667	DW-27667	245.70	6389011009	05/25/2023		05/25/2023
DW	29409	DW-29409	245.70	6283010011	02/22/2024		02/24/2024
DW	30182	DW-30182	245.70	6364017001	08/19/2024		08/19/2024
DW	2294	DW-2294	245.60	6365002027	10/01/2022		10/01/2022
DW	15064	DW-15064	243.50	6263032026	10/01/2022		10/01/2022
DW	5670	DW-5670	239.35	6249003010	10/01/2022		10/01/2022
DW	32421	DW-32421	233.78	6258003030	10/06/2025		10/06/2025
DW	32670	DW-32670	232.07	6286003021	12/02/2025		12/02/2025
DW	10556	DW-10556	229.56	6258006020	10/01/2022		10/01/2022
DW	16349	DW-16349	226.78	6266027041	10/01/2022		10/01/2022
DW	26336	DW-26336	225.70	6261001014	10/01/2022		10/01/2022
DW	216848	DW-216848	224.00	6253006014	10/01/2022		10/01/2022
DW	11733	DW-11733	217.36	6260012032	10/01/2022	02/10/2026	10/01/2022
DW	5657	DW-5657	215.26	6249003026	10/01/2022		10/01/2022
DW	16237	DW-16237	215.05	6365002008	10/01/2022		10/01/2022
DW	30652	DW-30652	213.92	6253019018	11/05/2024		11/05/2024
DW	16062	DW-16062	212.65	6359021016	10/01/2022		10/01/2022
DW	5333	DW-5333	212.17	6229017003	10/01/2022		10/01/2022

EXHIBIT A

CO	CUST#	ACCTID	TAX LIEN AMT DUE	V5 PARCEL LOT #	START DT	STOP DT	BILLING STR DT
DW	30073	DW-30073	211.69	6260012034	08/02/2024		08/02/2024
DW	12295	DW-12295	211.15	6263019046	10/01/2022		10/01/2022
DW	2584	DW-2584	210.20	6365012010	10/01/2022		10/01/2022
DW	6497	DW-6497	210.20	6252003005	10/01/2022		10/01/2022
DW	13600	DW-13600	210.20	6266022033	10/01/2022		10/01/2022
DW	25369	DW-25369	210.13	6256009013	10/01/2022		10/01/2022
DW	29395	DW-29395	210.13	6253002008	04/01/2024		04/01/2024
DW	18807	DW-18807	209.23	6388018015	10/01/2022	04/21/2026	10/01/2022
DW	19323	DW-19323	207.44	6261006011	10/01/2022		10/01/2022
DW	215884	DW-215884	206.76	6261015054	10/01/2022		10/01/2022
DW	10312	DW-10312	205.75	6259017018	10/01/2022		10/01/2022
DW	3290	DW-3290	205.27	6360016010	10/01/2022		10/01/2022
DW	6112	DW-6112	205.27	6251022002	10/01/2022		10/01/2022
DW	8126	DW-8126	205.27	6231022005	10/01/2022		10/01/2022
DW	8700	DW-8700	205.27	6247002037	10/01/2022		10/01/2022
DW	8722	DW-8722	205.27	6247012029	10/01/2022		10/01/2022
DW	9953	DW-9953	205.27	6246006016	10/01/2022		10/01/2022
DW	13749	DW-13749	205.27	6266004007	10/01/2022		10/01/2022
DW	14245	DW-14245	205.27	6360003016	10/01/2022		10/01/2022
DW	14858	DW-14858	205.27	6245019022	10/01/2022		10/01/2022
DW	15572	DW-15572	205.27	6286013011	10/01/2022		10/01/2022
DW	20511	DW-20511	205.27	6245027005	10/01/2022		10/01/2022
DW	30863	DW-30863	205.27	6249014018	01/01/2025		01/01/2025
DW	12869	DW-12869	204.72	6282007066	10/01/2022		10/01/2022
DW	1017	DW-1017	203.92	6246007013	10/01/2022		10/01/2022
DW	25019	DW-25019	203.78	6254015006	10/01/2022		
DW	25743	DW-25743	203.78	6260006030	10/01/2022		10/01/2022
DW	12964	DW-12964	200.21	6283011042	10/01/2022		10/01/2022
DW	19766	DW-19766	200.00	6229016027	10/01/2022		10/01/2022
DW	188813	DW-188813	200.00	6231016007	10/01/2022		10/01/2022
DW	194821	DW-194821	200.00	6260005050	10/01/2022		10/01/2022
DW	17572	DW-17572	199.62	6258011064	10/01/2022		10/01/2022
DW	11433	DW-11433	198.57	6245023027	10/01/2022		10/01/2022
DW	27082	DW-27082	190.65	6245021031	10/01/2022		10/01/2022
DW	10282	DW-10282	189.22	6259016032	10/01/2022		10/01/2022
DW	30451	DW-30451	186.48	6365005013	09/28/2024	10/01/2025	09/28/2024
DW	1661	DW-1661	186.24	6388006037	10/01/2022		10/01/2022
DW	16930	DW-16930	180.93	6246018020	10/01/2022		10/01/2022
DW	1426	DW-1426	172.57	6367018002	10/01/2022		10/01/2022
DW	26614	DW-26614	171.93	6367024039	10/01/2022	12/09/2025	10/01/2022
DW	17444	DW-17444	168.20	6255017035	10/01/2022		10/01/2022
DW	17296	DW-17296	167.51	6284011010	10/01/2022		10/01/2022
DW	17218	DW-17218	166.95	8019004020	10/01/2022		10/01/2022
DW	2583	DW-2583	166.56	6365012011	10/01/2022		10/01/2022
DW	11478	DW-11478	165.21	6245032019	10/01/2022		10/01/2022
DW	14892	DW-14892	165.13	6256006021	10/01/2022		10/01/2022
DW	30317	DW-30317	161.01	6360011009	09/10/2024		09/10/2024
DW	11333	DW-11333	160.00	6283010028	10/01/2022		10/01/2022
DW	32482	DW-32482	157.64	6391019009	11/01/2025	02/11/2026	11/01/2025
DW	5762	DW-5762	156.32	6249027006	10/01/2022		10/01/2022
DW	23020	DW-23020	154.45	6259010029	10/01/2022		10/01/2022
DW	32618	DW-32618	148.76	6366010014	11/18/2025		11/18/2025
DW	17975	DW-17975	148.00	6284015010	10/01/2022		10/01/2022
DW	2921	DW-2921	146.02	6359014015	10/01/2022		10/01/2022
DW	30328	DW-30328	145.48	6258003031	09/10/2024		09/10/2024
DW	18224	DW-18224	145.14	6252011010	10/01/2022		10/01/2022
DW	1456	DW-1456	144.79	6367021023	10/01/2022		10/01/2022
DW	29328	DW-29328	144.75	6287024048	01/01/2024		01/01/2024
DW	27630	DW-27630	144.44	8019027017	05/17/2023	09/03/2025	05/17/2023
DW	3655	DW-3655	143.90	6361001006	10/01/2022		10/01/2022
DW	19642	DW-19642	141.28	6231015016	10/01/2022	01/27/2026	10/01/2022
DW	17657	DW-17657	140.55	6229011009	10/01/2022		10/01/2022
DW	30026	DW-30026	139.90	6390020002	07/26/2024		07/26/2024
DW	32668	DW-32668	137.62	6259004003	11/27/2025		11/27/2025
DW	18963	DW-18963	136.99	6282001040	10/01/2022		10/01/2022
DW	10001	DW-10001	135.17	6245004010	10/01/2022		10/01/2022
DW	32665	DW-32665	132.15	6285010006	12/02/2025		12/02/2025
DW	19223	DW-19223	130.73	6365001045	10/01/2022		10/01/2022
DW	32011	DW-32011	130.04	6255018006	07/24/2025		07/24/2025
DW	29852	DW-29852	128.20	6390024009	07/09/2024		07/09/2024
DW	30930	DW-30930	128.20	6256003024	01/14/2025		01/14/2025
DW	32044	DW-32044	127.33	6261018077	08/01/2025		08/01/2025
DW	32308	DW-32308	126.65	6366004009	09/15/2025		09/15/2025

EXHIBIT A

CO	CUST#	ACCTID	TAX LIEN AMT DUE	V5 PARCEL LOT #	START DT	STOP DT	BILLING STR DT
DW	10223	DW-10223	126.41	6259008010	10/01/2022		10/01/2022
DW	31118	DW-31118	126.02	6260006055	02/22/2025		02/22/2025
DW	27195	DW-27195	125.56	6287024050	01/30/2023		01/30/2023
DW	8912	DW-8912	125.30	6255014044	10/01/2022		10/01/2022
DW	7118	DW-7118	124.54	6286002021	10/01/2022		10/01/2022
DW	14479	DW-14479	124.54	6249023002	10/01/2022		10/01/2022
DW	16402	DW-16402	124.54	6260005053	10/01/2022		10/01/2022
DW	18386	DW-18386	124.19	6391009005	10/01/2022		10/01/2022
DW	199313	DW-199313	120.87	6258012058	10/01/2022		10/01/2022
DW	3114	DW-3114	119.68	6360019004	10/01/2022		10/01/2022
DW	3185	DW-3185	119.68	6359017009	10/01/2022		10/01/2022
DW	3975	DW-3975	119.68	6362004008	10/01/2022		10/01/2022
DW	4812	DW-4812	119.68	6390019007	10/01/2022		10/01/2022
DW	6503	DW-6503	119.68	6252004007	10/01/2022		10/01/2022
DW	9310	DW-9310	119.68	6246012021	10/01/2022		10/01/2022
DW	12170	DW-12170	119.68	6263009002	10/01/2022		10/01/2022
DW	12263	DW-12263	119.68	6263022009	10/01/2022		10/01/2022
DW	15354	DW-15354	119.68	6254028043	10/01/2022		10/01/2022
DW	16218	DW-16218	119.68	6249007028	10/01/2022		10/01/2022
DW	16643	DW-16643	119.68	6285007022	10/01/2022		10/01/2022
DW	16692	DW-16692	119.68	6246004019	10/01/2022		10/01/2022
DW	17223	DW-17223	119.68	6251024031	10/01/2022		10/01/2022
DW	17790	DW-17790	119.68	6360008001	10/01/2022		10/01/2022
DW	19158	DW-19158	119.68	6253011009	10/01/2022		10/01/2022
DW	19820	DW-19820	119.68	6254004011	10/01/2022		10/01/2022
DW	19854	DW-19854	119.68	6258015050	10/01/2022		10/01/2022
DW	20615	DW-20615	119.68	6391020013	10/01/2022		10/01/2022
DW	25870	DW-25870	119.68	6255029035	10/01/2022		10/01/2022
DW	28265	DW-28265	119.68	6261005052	07/18/2023		07/18/2023
DW	28464	DW-28464	119.68	6254003002	10/01/2023		10/01/2023
DW	29369	DW-29369	119.68	6251019048	04/10/2024		04/10/2024
DW	32075	DW-32075	119.68	6266032031	08/05/2025		08/05/2025
DW	32229	DW-32229	119.68	6261020063	08/29/2025		08/29/2025
DW	5736	DW-5736	119.35	6249002033	10/01/2022	04/30/2026	10/01/2022
DW	29553	DW-29553	119.32	6261019081	05/16/2024		05/16/2024
DW	3088	DW-3088	118.76	6359025015	10/01/2022		10/01/2022
DW	18325	DW-18325	114.30	6251042025	10/01/2022		10/01/2022
DW	14115	DW-14115	113.44	8019031017	10/01/2022		10/01/2022
DW	13093	DW-13093	111.76	6283019076	10/01/2022		10/01/2022
DW	13420	DW-13420	111.48	6266007001	10/01/2022		10/01/2022
DW	1542	DW-1542	111.15	6367026025	10/01/2022		10/01/2022
DW	25534	DW-25534	111.05	6260005054	10/01/2022		10/01/2022
DW	19674	DW-19674	109.51	6283016037	10/01/2022	02/05/2026	10/01/2022
DW	28954	DW-28954	109.34	6256017003	01/01/2024		01/01/2024
DW	17513	DW-17513	109.23	6389014007	10/01/2022		10/01/2022
DW	2551	DW-2551	108.70	6365029013	10/01/2022		10/01/2022
DW	4052	DW-4052	108.29	6362011004	10/01/2022		10/01/2022
DW	12098	DW-12098	108.02	6263034011	10/01/2022		10/01/2022
DW	26919	DW-26919	107.38	6246005003	12/27/2022		12/27/2022
DW	15244	DW-15244	107.18	6287021011	10/01/2022		10/01/2022
DW	14597	DW-14597	106.95	6260014018	10/01/2022		10/01/2022
DW	32244	DW-32244	106.25	6366013007	09/04/2025		09/04/2025
DW	6398	DW-6398	106.24	6253011024	10/01/2022		10/01/2022
DW	29112	DW-29112	106.18	8019027008	02/28/2024		02/28/2024
DW	9176	DW-9176	105.88	6256003043	10/01/2022		10/01/2022
DW	11113	DW-11113	105.88	6261007042	10/01/2022		10/01/2022
DW	27232	DW-27232	105.88	6287013017	03/07/2023		03/07/2023
DW	10391	DW-10391	105.81	6259013039	10/01/2022		10/01/2022
DW	14191	DW-14191	105.81	6249020001	10/01/2022		10/01/2022
DW	26031	DW-26031	105.81	6286006014	10/01/2022		10/01/2022
DW	31870	DW-31870	105.81	6261012018	07/03/2025		07/03/2025
DW	7648	DW-7648	105.27	6287017016	10/01/2022		10/01/2022
DW	17871	DW-17871	105.27	6366015008	10/01/2022		10/01/2022
DW	9218	DW-9218	105.14	6232012024	10/01/2022		10/01/2022
DW	3512	DW-3512	104.32	6364009009	10/01/2022		10/01/2022
DW	4882	DW-4882	104.32	6390011007	10/01/2022		10/01/2022
DW	20661	DW-20661	104.32	6266017032	10/01/2022		10/01/2022
DW	9884	DW-9884	103.48	6245003031	10/01/2022		10/01/2022
DW	6585	DW-6585	101.03	6252002023	10/01/2022		10/01/2022
DW	10754	DW-10754	100.89	6258001048	10/01/2022		10/01/2022
DW	8743	DW-8743	100.19	6247015007	10/01/2022		10/01/2022
DW	29494	DW-29494	100.00	6251042019	05/01/2024		05/01/2024
DW	19569	DW-19569	99.71	6252022015	10/01/2022	12/01/2025	10/01/2022

EXHIBIT A

CO	CUST#	ACCTID	TAX LIEN AMT DUE	V5 PARCEL LOT #	START DT	STOP DT	BILLING STR DT
DW	5574	DW-5574	99.64	6249014015	10/01/2022		10/01/2022
DW	1381	DW-1381	99.46	6367015016	10/01/2022		10/01/2022
DW	1563	DW-1563	99.46	6367027015	10/01/2022		10/01/2022
DW	2310	DW-2310	99.46	6365004014	10/01/2022		10/01/2022
DW	2334	DW-2334	99.46	6365006002	10/01/2022		10/01/2022
DW	2422	DW-2422	99.46	6365013008	10/01/2022		10/01/2022
DW	2443	DW-2443	99.46	6366018007	10/01/2022		10/01/2022
DW	3225	DW-3225	99.46	6360013015	10/01/2022		10/01/2022
DW	3281	DW-3281	99.46	6360020008	10/01/2022		10/01/2022
DW	3417	DW-3417	99.46	6365021002	10/01/2022		10/01/2022
DW	3453	DW-3453	99.46	6364011005	10/01/2022		10/01/2022
DW	4090	DW-4090	99.46	6362013005	10/01/2022		10/01/2022
DW	4245	DW-4245	99.46	6363009006	10/01/2022		10/01/2022
DW	4390	DW-4390	99.46	6389005008	10/01/2022		10/01/2022
DW	4735	DW-4735	99.46	6390001010	10/01/2022		10/01/2022
DW	4893	DW-4893	99.46	6390011013	10/01/2022		10/01/2022
DW	4972	DW-4972	99.46	6391014015	10/01/2022		10/01/2022
DW	5315	DW-5315	99.46	6229015003	10/01/2022		10/01/2022
DW	5817	DW-5817	99.46	6249018023	10/01/2022		10/01/2022
DW	6060	DW-6060	99.46	6251023019	10/01/2022		10/01/2022
DW	6239	DW-6239	99.46	6251038008	10/01/2022		10/01/2022
DW	6540	DW-6540	99.46	6252005023	10/01/2022		10/01/2022
DW	6723	DW-6723	99.46	6285013008	10/01/2022		10/01/2022
DW	6927	DW-6927	99.46	6285025016	10/01/2022		10/01/2022
DW	6931	DW-6931	99.46	6285025021	10/01/2022		10/01/2022
DW	7313	DW-7313	99.46	6286012030	10/01/2022		10/01/2022
DW	7404	DW-7404	99.46	6390019003	10/01/2022		10/01/2022
DW	8165	DW-8165	99.46	6248005002	10/01/2022		10/01/2022
DW	8197	DW-8197	99.46	6248004026	10/01/2022		10/01/2022
DW	8474	DW-8474	99.46	6248024012	10/01/2022		10/01/2022
DW	8840	DW-8840	99.46	6247010003	10/01/2022		10/01/2022
DW	10365	DW-10365	99.46	6259014019	10/01/2022		10/01/2022
DW	10878	DW-10878	99.46	6258015040	10/01/2022		10/01/2022
DW	12516	DW-12516	99.46	6256009004	10/01/2022		10/01/2022
DW	12913	DW-12913	99.46	6283007028	10/01/2022		10/01/2022
DW	13301	DW-13301	99.46	6280008003	10/01/2022		10/01/2022
DW	13401	DW-13401	99.46	6280010029	10/01/2022		10/01/2022
DW	14306	DW-14306	99.46	6251010018	10/01/2022		10/01/2022
DW	14715	DW-14715	99.46	6367008024	10/01/2022		10/01/2022
DW	14874	DW-14874	99.46	6362014015	10/01/2022		10/01/2022
DW	15190	DW-15190	99.46	6245031015	10/01/2022		10/01/2022
DW	15306	DW-15306	99.46	6248027020	10/01/2022		10/01/2022
DW	15363	DW-15363	99.46	6249010023	10/01/2022		10/01/2022
DW	15449	DW-15449	99.46	8019030014	10/01/2022		10/01/2022
DW	15758	DW-15758	99.46	6254005022	10/01/2022		10/01/2022
DW	15852	DW-15852	99.46	6265002052	10/01/2022		10/01/2022
DW	15870	DW-15870	99.46	6281006028	10/01/2022		10/01/2022
DW	16611	DW-16611	99.46	6266017023	10/01/2022		10/01/2022
DW	16931	DW-16931	99.46	6391006012	10/01/2022		10/01/2022
DW	16976	DW-16976	99.46	6259014025	10/01/2022		10/01/2022
DW	17358	DW-17358	99.46	6247020038	10/01/2022		10/01/2022
DW	17839	DW-17839	99.46	6251043031	10/01/2022		10/01/2022
DW	18128	DW-18128	99.46	6231007003	10/01/2022		10/01/2022
DW	18214	DW-18214	99.46	6253004005	10/01/2022		10/01/2022
DW	18437	DW-18437	99.46	6366012009	10/01/2022		10/01/2022
DW	19092	DW-19092	99.46	6366001011	10/01/2022		10/01/2022
DW	19242	DW-19242	99.46	6286015020	10/01/2022		10/01/2022
DW	19262	DW-19262	99.46	6229001019	10/01/2022		10/01/2022
DW	19522	DW-19522	99.46	6249007012	10/01/2022		10/01/2022
DW	19848	DW-19848	99.46	6359010014	10/01/2022		10/01/2022
DW	20119	DW-20119	99.46	6287023002	10/01/2022		10/01/2022
DW	20228	DW-20228	99.46	6245004021	10/01/2022		10/01/2022
DW	20264	DW-20264	99.46	6232012019	10/01/2022		10/01/2022
DW	20304	DW-20304	99.46	6367020002	10/01/2022		10/01/2022
DW	20570	DW-20570	99.46	6266030035	10/01/2022		10/01/2022
DW	20576	DW-20576	99.46	6367007011	10/01/2022		10/01/2022
DW	26043	DW-26043	99.46	6229007021	10/01/2022		10/01/2022
DW	28394	DW-28394	99.46	6359021017	10/02/2023		10/02/2023
DW	29124	DW-29124	99.46	6263020039	03/01/2024		03/01/2024
DW	29136	DW-29136	99.46	6266028064	03/01/2024		03/01/2024
DW	29166	DW-29166	99.46	6260001045	03/09/2024		03/09/2024
DW	29441	DW-29441	99.46	6364004017	04/26/2024		04/26/2024
DW	30452	DW-30452	99.46	6283016061	10/01/2024		10/01/2024

EXHIBIT A

CO	CUST#	ACCTID	TAX LIEN AMT DUE	V5 PARCEL LOT #	START DT	STOP DT	BILLING STR DT
DW	30875	DW-30875	99.46	6360002009	10/01/2024		10/01/2024
DW	31369	DW-31369	99.46	6283010005	04/01/2025		04/01/2025
DW	31731	DW-31731	99.46	6362014004	06/11/2025		06/11/2025
DW	32173	DW-32173	99.46	6229017025	08/21/2025		08/21/2025
DW	32214	DW-32214	99.46	6247017011	08/27/2025		08/27/2025
DW	32251	DW-32251	99.46	6246027034	09/03/2025		09/03/2025
DW	32252	DW-32252	99.44	6266009011	05/03/2025		05/03/2025
DW	2215	DW-2215	98.84	6366014015	10/01/2022		10/01/2022
DW	16905	DW-16905	96.02	6262015018	10/01/2022		10/01/2022
DW	14879	DW-14879	96.02	6247002039	10/01/2022		10/01/2022
DW	18713	DW-18713	95.65	6249021004	10/01/2022		10/01/2022
DW	1305	DW-1305	95.14	6367007012	10/01/2022		10/01/2022
DW	9142	DW-9142	94.81	6284016019	10/01/2022		10/01/2022
DW	18639	DW-18639	91.83	6367035009	10/01/2022		10/01/2022
DW	4566	DW-4566	90.46	6389014002	10/01/2022		10/01/2022
DW	17379	DW-17379	88.90	6362016014	10/01/2022		10/01/2022
DW	13264	DW-13264	88.86	6281003006	10/01/2022		10/01/2022
DW	25585	DW-25585	87.61	6260002077	10/01/2022		10/01/2022
DW	17041	DW-17041	86.45	6286015003	10/01/2022		10/01/2022
DW	25430	DW-25430	85.72	6261001018	10/01/2022		10/01/2022
DW	17540	DW-17540	85.11	6361005002	10/01/2022		10/01/2022
DW	17792	DW-17792	83.02	6229015018	10/01/2022		10/01/2022
DW	26798	DW-26798	82.31	6266013056	11/26/2022		11/26/2022
DW	20942	DW-20942	81.57	6284024029	10/01/2022	12/01/2025	10/01/2022
DW	16262	DW-16262	81.35	6286005018	10/01/2022		10/01/2022
DW	27479	DW-27479	81.32	6245002034	04/21/2023		04/21/2023
DW	18449	DW-18449	79.16	6261014051	10/01/2022	02/03/2026	10/01/2022
DW	16779	DW-16779	77.44	6359024012	10/01/2022		10/01/2022
DW	32869	DW-32869	75.21	6245030028	01/22/2026		01/22/2026
DW	14376	DW-14376	74.25	6248019006	10/01/2022		10/01/2022
DW	190463	DW-190463	72.28	6255024068	10/01/2022		10/01/2022
DW	13145	DW-13145	71.02	6283023026	10/01/2022	02/25/2026	10/01/2022
DW	15722	DW-15722	70.68	6286016011	10/01/2022		10/01/2022
DW	18984	DW-18984	66.30	6285005008	10/01/2022		10/01/2022
DW	9036	DW-9036	65.13	6255025074	10/01/2022		10/01/2022
DW	25830	DW-25830	64.68	6251019005	10/01/2022		10/01/2022
DW	29142	DW-29142	63.06	6367024052	02/23/2024		02/23/2024
DW	27141	DW-27141	62.95	6283016059	02/01/2023	08/15/2025	02/01/2023
DW	11738	DW-11738	62.65	6260012049	10/01/2022		10/01/2022
DW	20793	DW-20793	62.65	6388026059	10/01/2022		10/01/2022
DW	28042	DW-28042	62.03	6360017003	08/02/2023	08/06/2025	08/02/2023
DW	30799	DW-30799	61.44	6263019054	12/16/2024		12/16/2024
DW	18456	DW-18456	60.52	6259016021	10/01/2022		10/01/2022
DW	5592	DW-5592	59.63	6249015006	10/01/2022	02/19/2026	10/01/2022
DW	27643	DW-27643	59.63	6251038018	05/17/2023	02/19/2026	05/17/2023
DW	9920	DW-9920	59.03	6245002022	10/01/2022		10/01/2022
DW	11145	DW-11145	57.92	6261011030	10/01/2022	02/06/2026	10/01/2022
DW	3241	DW-3241	57.54	6360015004	10/01/2022		10/01/2022
DW	17459	DW-17459	55.27	6251021006	10/01/2022		10/01/2022
DW	31383	DW-31383	55.20	6287019002	04/14/2025		04/14/2025
DW	470	DW-470	54.65	6255005012	10/01/2022		10/01/2022
DW	16739	DW-16739	54.28	6281004005	10/01/2022		10/01/2022
DW	17200	DW-17200	54.11	6256009003	10/01/2022		10/01/2022
DW	11477	DW-11477	52.75	6245032018	10/01/2022		10/01/2022
DW	13591	DW-13591	52.72	6266022048	10/01/2022		10/01/2022
DW	12219	DW-12219	51.61	6263025013	10/01/2022		10/01/2022
DW	16359	DW-16359	51.16	6283006010	10/01/2022	11/07/2025	10/01/2022
DW	26577	DW-26577	50.83	6258012037	10/17/2022		10/17/2022
DW	32434	DW-32434	48.92	6388031034	10/01/2025		10/01/2025
DW	14433	DW-14433	46.63	6283005002	10/01/2022		10/01/2022
DW	14097	DW-14097	46.37	8020004014	10/01/2022		10/01/2022
DW	15934	DW-15934	46.02	6389006006	10/01/2022		10/01/2022
DW	26868	DW-26868	45.70	6360006011	12/19/2022		12/19/2022
DW	10370	DW-10370	45.14	6259007024	10/01/2022		10/01/2022
DW	15274	DW-15274	45.14	6248028006	10/01/2022		10/01/2022
DW	19465	DW-19465	45.14	6280007011	10/01/2022		10/01/2022
DW	18001	DW-18001	44.44	6253020001	10/01/2022		10/01/2022
DW	8801	DW-8801	42.67	6247012009	10/01/2022	01/01/2026	10/01/2022
DW	8092	DW-8092	42.62	6231020019	10/01/2022		10/01/2022
DW	11672	DW-11672	40.43	6260014036	10/01/2022		10/01/2022
DW	26506	DW-26506	40.30	6284020024	10/01/2022		10/01/2022
			$ 341,739.51				

Item No. 5.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**MARLON RAMIREZ, INTERIM ASSISTANT FINANCE DIRECTOR**
DATE:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF WARRANTS ISSUED**

EXECUTIVE SUMMARY

RECOMMENDATION

That the City Council:

BACKGROUND

ANALYSIS

CITY COUNCIL PRIORITIES

BOARD/COMMISSION/SUBCOMMITTEE ACTION

FISCAL IMPACT

Attachments

Warrant Register 6-23-26.pdf

Bank : space BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
148	6/5/2026	140854	FUTBOL AMATENSE, AFJA	AFJA-COS-REIME	5/12/2026	REIMBURSE SPORTS PAVILLION	550.00	550.00
	Voucher:							
149	6/5/2026	140896	PEREZ, WALTER	2026-1039	5/31/2026	5/31/26 FEE INSTRUCTION - LOW	200.00	
	Voucher:			2026-1033	5/17/2026	5/17/26 FEE INSTRUCTION - LOW	200.00	400.00
						Sub total for BANK OF THE WEST:		950.00

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2838	6/2/2026	104915	CALPERS	JUNE/26	6/2/2026	WIRE TRANSFER - 25/26 PAYROI	1,353.06	1,353.06
	Voucher:							
2839	6/5/2026	131768	DOWNTOWN DOWNEY CBD	6/01/26	6/1/2026	WIRE TRANSFER - SPECIAL ASS	121,797.63	121,797.63
	Voucher:							
						Sub total for BANK OF THE WEST:		123,150.69

Bank : ebow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
16083	6/5/2026	138591	360 MARTIAL ARTS ACADEMY, LL	33648	5/28/2026	EFT- INSTRUCTOR FEE	1,915.20	
	Voucher:			33825	5/28/2026	EFT- INSTRUCTOR FEE	2,233.00	
				33829	5/28/2026	EFT- INSTRUCTOR FEE	2,844.10	6,992.30
16084	6/5/2026	110278	BARDEN-PARSLEY, TIFFANY	33696	5/28/2026	EFT - INSTRUCTOR FEE	219.80	
	Voucher:			33701	5/28/2026	EFT - INSTRUCTOR FEE	123.20	343.00
16085	6/5/2026	131928	BTI COMMUNICATIONS GROUP, I	83921	5/15/2026	EFT - OUTDOOR DOME CAMERA	713.00	
	Voucher:			83484	4/10/2026	EFT - MONTHLY ALARM MONITO	810.00	1,523.00
16086	6/5/2026	111817	CAUSLY, CARL	33637	5/28/2026	EFT - INSTRUCTOR FEE	1,400.00	1,400.00
	Voucher:							
16087	6/5/2026	139765	COBB, DREW	DC060226	6/2/2026	EFT - 5/30-5/31 MENTAL APPROA	600.00	600.00
	Voucher:							
16088	6/5/2026	101151	DATA TICKET INC	193686	5/27/2026	EFT - APRIL 2026 CITATION PRO(	11,084.37	11,084.37
	Voucher:							
16089	6/5/2026	106132	DELTA DENTAL	BE007077057A	5/21/2026	EFT - 05/01 - 05/31/26 INSURANC	3,074.70	
	Voucher:			BE007076847A	5/21/2026	EFT - 05/01 - 05/31/26 INSURANC	33.30	
				BE007077057C	5/21/2026	EFT - 05/15 - 05/21/26 INSURANC	9,548.60	
				BE007080246C	5/28/2026	EFT - 05/22 - 05/28/26 INSURANC	1,911.00	14,567.60
16090	6/5/2026	120626	GK & ASSOCIATES	26-038	5/31/2026	EFT - CIP NO.25-14 SUVA ST AND	4,278.75	
	Voucher:			26-026MT	3/31/2026	EFT - CIP NO.22-23 RESIDENTIAI	5,324.97	9,603.72
16091	6/5/2026	136764	IK CONSULTING, LLC	IK-DOWNEY0426	5/25/2026	EFT - PROFESSIONAL SERVICES	22,575.00	
	Voucher:			IK-DOWNEY0326	4/4/2026	EFT - PROFESSIONAL SERVICES	27,825.00	50,400.00

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
16100	6/5/2026	102078	INGRAM LIBRARY SERVICES LLC	96715244	5/19/2026	EFT - BOOKS	8.67	
	Voucher:			96744343	5/20/2026	EFT - BOOKS	13.01	
				96744344	5/20/2026	EFT - BOOKS	29.79	
				96744345	5/20/2026	EFT - BOOKS	25.65	
				96744346	5/20/2026	EFT - BOOKS	69.67	
				96634146	5/15/2026	EFT - BOOKS	233.25	
				96634147	5/15/2026	EFT - BOOKS	60.56	
				96634148	5/15/2026	EFT - BOOKS	26.71	
				96634150	5/15/2026	EFT - BOOKS	172.23	
				96634151	5/15/2026	EFT - BOOKS	7.25	
				96634152	5/15/2026	EFT - BOOKS	11.90	
				96634153	5/15/2026	EFT - BOOKS	13.08	
				96634154	5/15/2026	EFT - BOOKS	18.96	
				96634155	5/15/2026	EFT - BOOKS	27.53	
				96634156	5/15/2026	EFT - BOOKS	26.10	
				96715245	5/19/2026	EFT - BOOKS	27.44	
				96715246	5/19/2026	EFT - BOOKS	72.15	
				96715247	5/19/2026	EFT - BOOKS	13.05	
				96715248	5/19/2026	EFT - BOOKS	43.02	
				96634149	5/15/2026	EFT- SUPPLIES	103.49	
				96634157	5/15/2026	EFT- SUPPLIES	83.78	
				96715251	5/19/2026	EFT- SUPPLIES	113.35	
				96715253	5/19/2026	EFT- SUPPLIES	4.93	
				96715255	5/19/2026	EFT- SUPPLIES	14.78	
				96715260	5/19/2026	EFT- SUPPLIES	24.64	
				96709611	5/19/2026	EFT- SUPPLIES	14.78	
				96744348	5/20/2026	EFT- SUPPLIES	44.35	
				96744362	5/20/2026	EFT- SUPPLIES	211.92	
				96744364	5/20/2026	EFT- SUPPLIES	9.86	
				96773198	5/21/2026	EFT- SUPPLIES	19.71	
				96773205	5/21/2026	EFT- SUPPLIES	54.21	
				96766826	5/21/2026	EFT- SUPPLIES	4.93	
				96546804	5/12/2026	EFT - BOOKS	21.41	
				96546805	5/12/2026	EFT - BOOKS	126.68	
				96546806	5/12/2026	EFT - BOOKS	67.14	

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			96546807	5/12/2026	EFT - BOOKS	56.36	
			96546808	5/12/2026	EFT - BOOKS	10.85	
			96546809	5/12/2026	EFT - BOOKS	37.73	
			96546810	5/12/2026	EFT - BOOKS	11.21	
			96546811	5/12/2026	EFT - BOOKS	43.54	
			96546812	5/12/2026	EFT - BOOKS	18.75	
			96546813	5/12/2026	EFT - BOOKS	27.35	
			96546814	5/12/2026	EFT - BOOKS	76.77	
			96546815	5/12/2026	EFT - BOOKS	56.66	
			96546816	5/12/2026	EFT - BOOKS	27.04	
			96546817	5/12/2026	EFT - BOOKS	89.54	
			96546818	5/12/2026	EFT - BOOKS	22.81	
			96552906	5/12/2026	EFT - BOOKS	61.65	
			96552907	5/12/2026	EFT - BOOKS	20.38	
			96552908	5/12/2026	EFT - BOOKS	48.08	
			96552909	5/12/2026	EFT - BOOKS	13.77	
			96552910	5/12/2026	EFT - BOOKS	26.18	
			96552912	5/12/2026	EFT - BOOKS	36.25	
			96582610	5/13/2026	EFT - BOOKS	22.10	
			96582611	5/13/2026	EFT - BOOKS	56.25	
			96582612	5/13/2026	EFT - BOOKS	13.48	
			96582614	5/13/2026	EFT - BOOKS	25.06	
			96582615	5/13/2026	EFT - BOOKS	14.83	
			96582616	5/13/2026	EFT - BOOKS	18.04	
			96582618	5/13/2026	EFT - BOOKS	46.81	
			96582619	5/13/2026	EFT - BOOKS	8.64	
			96850595	5/26/2026	EFT - BOOKS	69.76	
			96850596	5/26/2026	EFT - SUPPLIES	14.78	
			96905608	5/28/2026	EFT - BOOKS	64.96	
			96913089	5/28/2026	EFT - BOOKS	101.51	
			96913090	5/28/2026	EFT - BOOKS	40.96	
			96913091	5/28/2026	EFT - BOOKS	13.91	
			96913093	5/28/2026	EFT - BOOKS	19.78	
			96913094	5/28/2026	EFT - BOOKS	14.63	
			96582621	5/13/2026	EFT - BOOKS	49.27	

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			96582622	5/13/2026	EFT - BOOKS	12.98	
			96582623	5/13/2026	EFT - BOOKS	12.99	
			96582624	5/13/2026	EFT - BOOKS	41.52	
			96582625	5/13/2026	EFT - BOOKS	401.74	
			96582626	5/13/2026	EFT - BOOKS	39.56	
			96582627	5/13/2026	EFT - BOOKS	17.50	
			96582628	5/13/2026	EFT - BOOKS	15.82	
			96582629	5/13/2026	EFT - BOOKS	58.69	
			96582631	5/13/2026	EFT - BOOKS	25.81	
			96634143	5/15/2026	EFT - BOOKS	13.03	
			96634144	5/15/2026	EFT - BOOKS	19.55	
			96634145	5/15/2026	EFT - BOOKS	44.97	
			96744353	5/20/2026	EFT - BOOKS	13.01	
			96913095	5/28/2026	EFT - BOOKS	38.90	
			96913096	5/28/2026	EFT - BOOKS	19.20	
			96913097	5/28/2026	EFT - BOOKS	11.92	
			96913099	5/28/2026	EFT - BOOKS	40.80	
			96913100	5/28/2026	EFT - BOOKS	8.62	
			96913101	5/28/2026	EFT - BOOKS	21.06	
			96715249	5/19/2026	EFT - BOOKS	13.72	
			96582620	5/13/2026	EFT - BOOKS	48.11	
			96715250	5/19/2026	EFT - BOOKS	87.96	
			96715252	5/19/2026	EFT - BOOKS	29.69	
			96715254	5/19/2026	EFT - BOOKS	67.18	
			96715256	5/19/2026	EFT - BOOKS	9.67	
			96715257	5/19/2026	EFT - BOOKS	11.48	
			96715258	5/19/2026	EFT - BOOKS	12.29	
			96715259	5/19/2026	EFT - BOOKS	43.62	
			96709609	5/19/2026	EFT - BOOKS	14.27	
			96709610	5/19/2026	EFT - BOOKS	29.51	
			96744347	5/20/2026	EFT - BOOKS	14.40	
			96744349	5/20/2026	EFT - BOOKS	12.31	
			96744350	5/20/2026	EFT - BOOKS	11.01	
			96744351	5/20/2026	EFT - BOOKS	13.02	
			96744352	5/20/2026	EFT - BOOKS	12.34	

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				96744354	5/20/2026	EFT - BOOKS	11.69	
				96744355	5/20/2026	EFT - BOOKS	23.15	
				96744356	5/20/2026	EFT - BOOKS	47.59	
				96744357	5/20/2026	EFT - BOOKS	38.30	
				96744358	5/20/2026	EFT - BOOKS	18.17	
				96744359	5/20/2026	EFT - BOOKS	279.91	
				96744360	5/20/2026	EFT - BOOKS	47.52	
				96744361	5/20/2026	EFT - BOOKS	71.60	
				96744363	5/20/2026	EFT - BOOKS	47.14	
				96773196	5/21/2026	EFT - BOOKS	46.95	
				96773197	5/21/2026	EFT - BOOKS	35.38	
				96773199	5/21/2026	EFT - BOOKS	59.72	
				96773200	5/21/2026	EFT - BOOKS	24.14	
				96773201	5/21/2026	EFT - BOOKS	18.25	
				96773202	5/21/2026	EFT - BOOKS	41.53	
				96773203	5/21/2026	EFT - BOOKS	13.28	
				96773204	5/21/2026	EFT - BOOKS	18.82	
				96766825	5/21/2026	EFT - BOOKS	25.16	5,256.22
16101	6/5/2026	102410	KAISER FOUNDATION HEALTH PL	JUNE/26	5/18/2026	EFT - BILLING ID # 7410210226 -	14,634.86	14,634.86
	Voucher:							
16102	6/5/2026	133679	KANOPY, INC.	508170-PPU	5/31/2026	EFT - VIDEO STREAMING SERVI	490.00	490.00
	Voucher:							
16103	6/5/2026	141127	MENTAL TRAINING ROOM, C/O H.	1	6/2/2026	EFT - BASKETBALL PROGRAM C	1,300.00	1,300.00
	Voucher:							
16104	6/5/2026	133031	RBL PLUMBING	1420	5/14/2026	EFT - WILDERNESS PARK	725.50	
	Voucher:			1419	5/13/2026	EFT- RIO HONDO CTRY CLUB	717.00	1,442.50
16105	6/5/2026	136965	SIMPLER SYSTEMS, INC.	3392	6/1/2026	EFT - CITYWIDE FINANCIAL DAT	1,750.00	1,750.00
	Voucher:							
16106	6/5/2026	129204	SYN-TECH SYSTEMS	334048	5/15/2026	EFT - FUELMASTER MAINTENAN	4,125.00	4,125.00
	Voucher:							
16107	6/5/2026	128404	THE SAUCE CREATIVE SERV CO	8202	5/26/2026	EFT - DESIGN DOWNEY LINK ST	857.53	857.53
	Voucher:							

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
16108	6/5/2026	137833	VERDANT LANDSCAPING, INC.	22410	5/26/2026	EFT- CLEANUP & WEED ABATEM	725.00	
	Voucher:			19890	3/27/2026	EFT - WATERYARD CLEANUP 03/	260.00	
				22411	5/26/2026	EFT - WATERYARD CLEANUP 05/	256.00	
				17107	1/20/2026	EFT - WEED ABATEMENT & VINE	1,536.00	
				19965	3/30/2026	EFT - WEED ABATEMENT 03/27/2	1,536.00	4,313.00
16109	6/5/2026	139066	YOUNG REMBRANDTS, NORTH C	34869	5/28/2026	EFT - INSTRUCTOR FEE	245.70	
	Voucher:			34870	5/28/2026	EFT - INSTRUCTOR FEE	412.30	658.00

Sub total for BANK OF THE WEST: 131,341.10

Bank : espace BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
50030	6/5/2026	136001	GONZALEZ, NADIA	25	5/26/2026	EFT - MAY 2026 PR/COMMUNICA	6,582.96	6,582.96
	Voucher:							
50031	6/5/2026	140760	HERNANDEZ, MICKEYLINDA	2026-1037	5/31/2026	EFT - 5/31/26 FEE INSTRUCTION	200.00	
	Voucher:			2026-1035	5/17/2026	EFT - 5/17/26 FEE INSTRUCTION	200.00	400.00
50032	6/5/2026	140757	ORDAZ, JUAN	2026-1032	5/17/2026	EFT - 5/17/26 FEE INSTRUCTION	400.00	
	Voucher:			2026-1040	5/31/2026	EFT - 5/31/26 FEE INSTRUCTION	400.00	800.00
50033	6/5/2026	140743	RAMOS, OFER	2026-1038	5/31/2026	EFT - 5/31/26 FEE INSTRUCTION	400.00	
	Voucher:			2026-1036	5/17/2026	EFT - 5/17/26 FEE INSTRUCTION	500.00	900.00
50034	6/5/2026	140382	ROMERO, CHRISTINA	2026-031	5/18/2026	EFT - MAY 26 REIMBURSEMENT	5,000.00	
	Voucher:			50326-21	5/3/2026	EFT - REIMBURSEMENTSIGNS, E	872.71	5,872.71
50035	6/5/2026	140758	VEGA, ALBERT	2026-1034	5/17/2026	EFT - 5/17/26 FEE INSTRUCTION	200.00	200.00
	Voucher:							

Sub total for BANK OF THE WEST: 14,755.67

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
91210	6/2/2026	101693	FRANCHISE TAX BOARD	TF 2026-017	5/12/2026	CASHIER'S CHECK - FTB WITHO	2,800.00	2,800.00
	Voucher:							
91211	6/2/2026	141157	SELAK ENTERTTAINMENT, INC.	TF 2026-022	5/20/2026	CASHIER'S CHECK - TRANSPOR	2,000.00	2,000.00
	Voucher:							
91212	6/2/2026	141157	SELAK ENTERTTAINMENT, INC.	TF 2026-021	5/20/2026	CASHIER'S CHECK - BACKLINE E	2,000.00	2,000.00
	Voucher:							
91213	6/2/2026	140858	ALFREDO MORALES, DEVOTION/	TF 2026-015	5/22/2026	CASHIER'S CHECK - TF DEPOSIT	3,750.00	3,750.00
	Voucher:							
91214	6/2/2026	141157	SELAK ENTERTTAINMENT, INC.	TF 2026-019	5/20/2026	CASHIER'S CHECK - FINAL TALE	20,000.00	20,000.00
	Voucher:							
399814	6/5/2026	107160	AARDVARK	INV2600696	5/28/2026	TACTICAL GEAR, SHIELD - M. CA	2,456.00	
	Voucher:			INV2600670	5/20/2026	KBT BREACHING TOOL	19,145.50	21,601.50
399815	6/5/2026	120554	AGUILAR, ALBERTO	10/30 - 11/03/23RF	10/24/2023	MEALS - ICI FINANCIAL CRIMES	40.00	40.00
	Voucher:							
399816	6/5/2026	120554	AGUILAR, ALBERTO	FEB/25RPLCK	4/28/2025	CRIME TRACER	15.00	15.00
	Voucher:							
399817	6/5/2026	120554	AGUILAR, ALBERTO	2/13/25RPLCK	2/4/2025	CRIME TRACER - MEAL	8.00	8.00
	Voucher:							
399818	6/5/2026	120554	AGUILAR, ALBERTO	11/13/23RPLCK	10/23/2023	TRAVEL - LICENSE PLATE RECO	6.81	6.81
	Voucher:							
399819	6/5/2026	141145	AGUIRRE, MERCEDES	26-06924	5/8/2026	REFUND SPAY/NEUTER DEPOSIT	40.00	40.00
	Voucher:							
399820	6/5/2026	129865	ALBERTSONS / SAFEWAY	665873-012326-26	1/23/2026	SUPPLIES,SNACKS - THEATRE S	135.25	
	Voucher:			721728-050726-01	5/7/2026	SUPPLIES,SNACKS - WILLY CHIF	514.04	649.29
399821	6/5/2026	100163	ALL CITY MANAGEMENT SERVIC	PS-INV103187	1/23/2026	CROSSING GUARD SERVICES F	19,204.07	
	Voucher:			PS-INV103900	2/20/2026	CROSSING GUARD SERVICES F	19,307.85	
				PS-INV104250	3/6/2026	CROSSING GUARD SERVICES F	9,967.36	
				PS-INV105309	4/20/2026	CROSSING GUARD SERVICES F	7,626.56	
				PS-INV106006	5/14/2026	CROSSING GUARD SERVICES F	19,206.67	75,312.51
399822	6/5/2026	119262	ALPHA QUALITY CONCRETE, INC	308	5/29/2026	SIDEWALK BREAKOUT & HAUL A	2,400.00	
	Voucher:			309	5/29/2026	SIDEWALK BREAKOUT & HAUL A	2,500.00	4,900.00
399823	6/5/2026	107767	AMTECH ELEVATOR SERVICES	DVA23713001	5/19/2026	REPLACE STARTER CONTROL F	13,302.50	13,302.50
	Voucher:							
399824	6/5/2026	107767	AMTECH ELEVATOR SERVICES	F10000272901	4/30/2026	LOGISTICS & FUEL IMPACT FEE	175.00	175.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399825	6/5/2026	111993	APPLE ONE EMPLOYMENT SERV	1-7300453	5/20/2026	TEMP - ADMIN ASSISTANT I - PL/	948.96	948.96
	Voucher:							
399826	6/5/2026	133964	ARAMSCO, INC.	S7698428.002	5/19/2026	SUPPLIES	415.31	
	Voucher:			S7722288.001	5/21/2026	SUPPLIES	2,661.21	
				S7722234.001	5/21/2026	SUPPLIES	905.93	3,982.45
399827	6/5/2026	141130	ARELLANO, STEPHANIE	26-05702	5/1/2026	REFUND SPAY/NEUTER DEPOSI	40.00	40.00
	Voucher:							
399828	6/5/2026	114463	AT&T	621755	5/1/2026	LOCATION FEES - 4/24 - 4/30/26	400.00	400.00
	Voucher:							
399829	6/5/2026	114463	AT&T	339 341-4477/MA\	5/7/2026	339 341-4477 066 7 - 05/07 - 06/0	172.06	
	Voucher:			331 254-6135/MA\	5/7/2026	331 254-6135 909 9 - 05/07 - 06/0	122.85	
				331 254-6138/MA\	5/7/2026	331 254-6138 388 3 - 05/07 - 06/0	61.43	
				339 342-4920/MA\	5/7/2026	339 342-4920 729 2 - 05/07 - 06/0	52.74	
				339 343-8465/APF	5/7/2026	339 343-8465 635 2 - 4/07 - 05/06/	116.80	525.88
399830	6/5/2026	116999	ATKINSON, ANDELSON, LOYA, RU	789322	4/30/2026	GENERAL LABOR ADVICE - 0000	14,086.78	14,086.78
	Voucher:							
399831	6/5/2026	139821	AUTO ACCESSORIES, EMERGEN	26083	5/20/2026	BATTERY, PARTS	1,210.87	1,210.87
	Voucher:							
399832	6/5/2026	119491	AVENUE PRESS PRINTING CO.	12758	5/25/2026	YARD SALE APPLICATIONS	257.95	257.95
	Voucher:							
399833	6/5/2026	131500	AYALA, TONY	5/21/26	5/27/2026	5/21/26 COMMISSION MEETING	225.00	225.00
	Voucher:							
399834	6/5/2026	131791	BARCENA, MARCO	5/21/26	5/27/2026	5/21/26 COMMISSION MEETING	225.00	225.00
	Voucher:							
399835	6/5/2026	129822	BEALS-RADAC, SHANNON	5/19/26	5/27/2026	CONTRACTED VET DUTIES	1,000.00	
	Voucher:			05/21/26	5/27/2026	CONTRACTED VET DUTIES	1,000.00	2,000.00
399836	6/5/2026	132245	BKF ENGINEERS	26050940	5/14/2026	PROFESSIONAL ENVIRONMENT/	19,599.38	
	Voucher:			26040779	4/17/2026	PROFESSIONAL ENVIRONMENT/	54,052.84	73,652.22
399837	6/5/2026	100317	BLUE TRITON BRANDS, INC.	36E4221320007	5/19/2026	WATER SERVICE - SEAACA	49.19	49.19
	Voucher:							
399838	6/5/2026	139704	BOTROS POWER WASHING, INC,	3057	5/21/2026	TRUE SEWER LIFT STATION	3,600.00	
	Voucher:			3063	5/29/2026	ELEVATOR PUMPING SERVICES	3,600.00	7,200.00
399839	6/5/2026	141122	BOWMAN, ALEXANDRA	Ref001775170	5/28/2026	UB Refund Cst #144478	27.65	27.65
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399840	6/5/2026	130706	BRIM, LAURA	FEB-MAY/26	5/26/2026	MILEAGE, COS ICE DELIVERY	179.44	179.44
	Voucher:							
399841	6/5/2026	127788	BROWN, JOANNE	FEB/25RPLCK	4/21/2025	TEAM BUILDING WORKSHOP	22.00	22.00
	Voucher:							
399842	6/5/2026	125514	BURKHARDT, JENNIFER	FEB/25RPLCK	4/21/2025	TEAM BUILDING WORKSHOP	22.00	22.00
	Voucher:							
399843	6/5/2026	125514	BURKHARDT, JENNIFER	OCTOBER/22RPL	10/24/2022	RIPA SUMMIT	8.00	8.00
	Voucher:							
399844	6/5/2026	109012	CALIFORNIA FRAME & AXLE	85277	5/12/2026	BRAKE SERVICE REPAIR - '16 PI	3,096.32	
	Voucher:			85162	4/29/2026	BRAKE SERVICE REPAIR - '16 PI	3,092.01	
				85202	5/1/2026	BRAKE SERVICE REPAIR - '23 FC	1,408.80	7,597.13
399845	6/5/2026	100701	CALMAT/INDUSTRIAL ASPHALT	6438192	5/13/2026	PG64-01	553.86	
	Voucher:			6489619	5/22/2026	PG64-01	417.49	971.35
399846	6/5/2026	141149	CANDIA, CRISTOFER	26-07282	5/15/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399847	6/5/2026	132101	CASTRO, MANUEL	1024 - 10/26/23RF	10/16/2023	MEALS & TRAVEL - TACTICAL AV	85.70	85.70
	Voucher:							
399848	6/5/2026	132101	CASTRO, MANUEL	AUGUST/22-1RPL	8/22/2022	UAS COURSE	57.50	57.50
	Voucher:							
399849	6/5/2026	132101	CASTRO, MANUEL	JANUARY/23RPL(	1/30/2023	PIT TRAINING	29.08	29.08
	Voucher:							
399850	6/5/2026	131462	CEBALLOS, DVM, ROBIN	5/16/26	5/27/2026	CONTRACTED VET DUTIES	1,000.00	
	Voucher:			5/23/26	5/27/2026	CONTRACTED VET DUTIES	1,000.00	2,000.00
399851	6/5/2026	108188	CERTIFIED FIRE EXTINGUISHER	190880	4/24/2026	ANNUAL FIRE EXSTINGUISHER S	200.50	200.50
	Voucher:							
399852	6/5/2026	119607	CHAIDEZ, BRYAN	9/25/23PRLCK	9/11/2023	MEALS & TRAVEL - TRAINING CC	50.18	50.18
	Voucher:							
399853	6/5/2026	130562	CHAVARRIA, TYLER	NOVEMBER/22RF	11/14/2022	TWO-WAY BASCI PEER SUPPOR	97.25	97.25
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399854	6/5/2026	126128	CINTAS CORPORATION NO.3	4268809039	5/11/2026	TOWELS & UNIFORMS	407.26	
	Voucher:			4268808878	5/11/2026	SCRAPER, MAT, UNIFORMS	324.12	
				4269132979	5/13/2026	SCRAPER, MAT, SUPPLIES	66.29	
				4268682446	5/8/2026	TOWELS	35.00	
				4268828744	5/11/2026	TOWELS	35.00	
				4268808895	5/11/2026	SCRAPER, TOWELS, UNIFORMS	55.97	
				4270384364	5/26/2026	SCPRAPER,MAT,UNIFORM	284.56	
				4269436393	5/15/2026	TOWELS	35.00	
				4269570049	5/18/2026	TOWELS	35.00	
				4269436260	5/18/2026	SCRAPER,TOWEL,MAT,UNIFORM	55.97	
				4270191172	5/22/2026	TOWELS	35.00	1,369.17
399855	6/5/2026	128276	CINTAS FIRST AID & SAFETY	4269436260	5/15/2026	TOWELS	95.13	
	Voucher:			4269436561	5/15/2026	TOWELS	35.00	
				4270191128	5/22/2026	TOWELS	95.13	
				4270191180	5/22/2026	TOWELS	35.00	260.26
399856	6/5/2026	100432	CITY OF PICO RIVERA	2026-00000009	5/7/2026	3/05/26-4/05/26 - TRAFFIC SIGNA	262.33	262.33
	Voucher:							
399857	6/5/2026	121935	COMMLINE INC.	539493-IN	5/20/2026	EMERGENCY RADIO SWAP	671.41	
	Voucher:			540203-IN	5/26/2026	SERVICE AGREEMENT - PORTAE	2,413.00	3,084.41
399858	6/5/2026	101017	CONTEMPORARY INFORMATION	607109	4/29/2026	APRIL 2026 EMPLOYMENT REPC	118.80	118.80
	Voucher:							
399859	6/5/2026	105887	COST RECOVERY SYSTEMS INC	2026-10	2/19/2026	FY 24-25 CLAIMS ANNUAL STATE	10,750.00	10,750.00
	Voucher:							
399860	6/5/2026	140438	COUNTY OF LOS ANGELES, PUB	IN1577782	5/11/2026	FOOD MKT RETAIL	289.00	289.00
	Voucher:							
399861	6/5/2026	113787	COVETRUS NORTH AMERICA	FH43238	5/28/2026	MEDICAL SUPPLIES	165.29	
	Voucher:			FH43580	5/28/2026	MEDICAL SUPPLIES	366.04	
				FG41384	5/18/2026	MEDICAL SUPPLIES	1,312.87	
				FG85814	5/21/2026	MEDICAL SUPPLIES	194.48	
				FG94844	5/22/2026	VET MEDICAL SUPPLIES	1,685.99	
				FG97113	5/22/2026	VET MEDICAL SUPPLIES	3,886.84	7,611.51
399862	6/5/2026	136666	D & M MANUFACTURING, INC.	22144	5/19/2026	SENTRY FIRE DETECTOR CHEC	3,921.50	3,921.50
	Voucher:							
399863	6/5/2026	139349	DANIELLE ROMERO, CITY OF MC	5/21/26	5/27/2026	5/21/26 COMMISSION MEETING	225.00	225.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399864	6/5/2026	135711	DANNY'S JUMPERS	5/22/26	5/22/2026	RENTAL - TABLES, LINENS	473.00	473.00
	Voucher:							
399865	6/5/2026	119285	DDWERKS, INC. THE COPY CENT	49666	5/27/2026	OFFICE SUPPLIES - COLOR PAD	178.00	178.00
	Voucher:							
399866	6/5/2026	127815	DELGADILLO, MONICA	5/19/26	5/26/2026	REIMBURSEMENT - SUPPLIES F	49.24	49.24
	Voucher:							
399867	6/5/2026	101230	DELL MARKETING L P	10875850003	5/20/2026	DELL 65W USB-C AC ADAPTER	704.99	704.99
	Voucher:							
399868	6/5/2026	117667	DEPT OF INDUSTRIAL RELATION	E 2282654 SN	5/8/2026	INSPECTION 4/27/26 - CONVEYA	225.00	225.00
	Voucher:							
399869	6/5/2026	141129	DESAK, JANET	26-09069	5/7/2026	REFUND SPAY/NEUTER DEPOSI	40.00	40.00
	Voucher:							
399870	6/5/2026	125411	DOWNEY LAND LIMITED	17490	6/1/2026	LEASE AGREEMENT	4,000.00	4,000.00
	Voucher:							
399871	6/5/2026	109820	DOWNEY PATRIOT, THE	112373	5/14/2026	COMMUNITY DEV - NOTICE OF S	288.00	
	Voucher:			112372	5/14/2026	COMMUNITY DEV - NOTICE OF F	448.00	
				112364	5/14/2026	COMMUNITY DEV - NOTICE OF F	672.00	
				112113	4/9/2026	3 X 10 DISPLAY ADS - UPCOMIN	660.00	
				112211	4/23/2026	3 X 10 DISPLAY ADS - THEATRE	660.00	
				112365	5/14/2026	COMMUNITY DEV - NOTICE OF F	672.00	3,400.00
399872	6/5/2026	109820	DOWNEY PATRIOT, THE	112374	5/14/2026	NOTICE OF PUBLIC HEARING	288.00	288.00
	Voucher:							
399873	6/5/2026	141142	DOYON, DOUGLAS	26-09871	5/2/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399874	6/5/2026	106533	DUKE SERVICE CO	415136	4/12/2026	SUPPLIES	306.90	306.90
	Voucher:							
399875	6/5/2026	126175	EASTSIDE WINDOW CLEANING	41303	5/13/2026	2ND,3RD FLOOR WINDOWS CLE	1,425.00	1,425.00
	Voucher:							
399876	6/5/2026	138413	ELIM HVAC INC	22217	5/20/2026	AIR DUCT CLEANING	850.00	850.00
	Voucher:							
399877	6/5/2026	113766	EMERGENCY VEHICLE GROUP IN	46526	5/22/2026	PARTS - LIGHTS	3,612.38	3,612.38
	Voucher:							
399878	6/5/2026	137159	ENAMEL PINS, INC., DBA: WWW.(	G260416915042	5/29/2026	STANDARD COINS / ENAMEL CO	617.70	617.70
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399879	6/5/2026	101588	EWING IRRIGATION PRODUCTS I	30263522	5/13/2026	SUPPLIES	2,051.17	
	Voucher:			30263595	5/13/2026	SUPPLIES	2,286.99	4,338.16
399880	6/5/2026	101624	FEDEX	9-317-94815	5/29/2026	DELIVERY SERVICE	25.82	25.82
	Voucher:							
399881	6/5/2026	107496	FERGUSON ENTERPRISES LLC	310822	5/15/2026	SUPPLIES	557.97	557.97
	Voucher:							
399882	6/5/2026	140809	FERGUSON ENTERPRISES, LLC,	6375507	5/18/2026	PARTS	680.43	
	Voucher:			6364413	5/13/2026	PARTS	218.84	
				6369101	5/13/2026	PARTS	55.95	955.22
399883	6/5/2026	135098	FLORES, BEATRICE	3/19 - 3/21/25RPL	3/3/2025	SFST COURSE - MEALS & TRAVE	108.00	108.00
	Voucher:							
399884	6/5/2026	135098	FLORES, BEATRICE	2/25/25RPLCK	2/3/2025	REPORT WRITING - MEALS & TR	85.00	85.00
	Voucher:							
399885	6/5/2026	135098	FLORES, BEATRICE	DECEMBER/22RF	12/26/2022	BREATH ALCOHOL TESTING DE\	3.87	3.87
	Voucher:							
399886	6/5/2026	141121	FLORES, VANESSA	Ref001775169	5/28/2026	UB Refund Cst #138143	513.23	513.23
	Voucher:							
399887	6/5/2026	124664	FM THOMAS AIR CONDITIONING	CIP 26-16 #1	4/30/2026	CIP NO.23-15 CMSC HVAC CONT	136,990.00	136,990.00
	Voucher:							
399888	6/5/2026	124664	FM THOMAS AIR CONDITIONING	CIP 25-11 #10R	4/2/2026	RETENTION PAYOUT PO# 33-115	99,725.69	99,725.69
	Voucher:							
399889	6/5/2026	124664	FM THOMAS AIR CONDITIONING	49483	5/13/2026	CHECK REFRIGENRANT LEAK -	1,903.20	
	Voucher:			49508	5/20/2026	LABOR HVAC REPAIR - CMSC	2,510.65	
				49484	5/13/2026	CHARGE UNIT - WILDERNESS P/	921.20	
				49482	5/13/2026	REMOVE PUMP FOR REPAIR - C	3,906.50	9,241.55
399890	6/5/2026	113036	FORENSIC NURSE SPECIALISTS	6661	6/1/2026	SEXUAL ASSULT EXAM - BLOOM	1,400.00	1,400.00
	Voucher:							
399891	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-904-7265/MA\	5/13/2026	562-904-7265-121391-5 - 5/13 - 6/	1,724.48	1,724.48
	Voucher:							
399892	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-904-3139/MA\	5/16/2026	562-904-3139-032105-5 - 5/16 - 6/	726.98	726.98
	Voucher:							
399893	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-904-7274/MA\	5/10/2026	562-904-7274-121391-5 - 05/10 - 0	574.52	574.52
	Voucher:							
399894	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-806-3857/MA\	5/19/2026	562-806-3857-070804-5 - 05/19 - 0	448.87	448.87
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399895	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-904-7165/MA\	5/13/2026	562-904-7165-102215-5 - 05/13 - 0	286.06	286.06
	Voucher:							
399896	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-904-4052/MA\	5/19/2026	562-904-4052-081009-5 - 5/19 - 6/	239.21	239.21
	Voucher:							
399897	6/5/2026	128119	FRONTIER COMMUNICATIONS	209-151-3859/MA\	5/10/2026	209-151-3859-122178-5 - 05/10 - 0	192.24	192.24
	Voucher:							
399898	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-862-3851/MA\	5/16/2026	562-862-3851-020498-5 - 05/16 - 0	136.86	136.86
	Voucher:							
399899	6/5/2026	128119	FRONTIER COMMUNICATIONS	209-080-4906/MA\	5/19/2026	209-080-4906-101707-5 - 5/19 - 6/	129.57	129.57
	Voucher:							
399900	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-869-2300/MA\	4/28/2026	562-869-2300-060590-5 - 4/28 - 5/	87.91	87.91
	Voucher:							
399901	6/5/2026	128119	FRONTIER COMMUNICATIONS	209-151-3871/MA\	5/16/2026	209-151-3871-050892-5 - 5/16 - 6/	84.53	84.53
	Voucher:							
399902	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-869-5423/MA\	5/7/2026	562-869-5423-042699-5 - 5/07 - 6/(	71.50	71.50
	Voucher:							
399903	6/5/2026	128119	FRONTIER COMMUNICATIONS	562-869-7365/MA\	5/13/2026	562-869-7365-100693-5 - 5/13 - 6/	71.11	71.11
	Voucher:							
399904	6/5/2026	128119	FRONTIER COMMUNICATIONS	209-043-2936/MA\	5/19/2026	209-043-2936-041813-5 - 5/19 - 6/	33.85	33.85
	Voucher:							
399905	6/5/2026	141135	FUENTES, MINERVA	26-08961	5/15/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399906	6/5/2026	141151	GARCIA, JACQUELINE	26	5/27/2026	INFLATABLES RENTAL - 5/27/26	500.00	500.00
	Voucher:							
399907	6/5/2026	141136	GARCIA, LISA MARIE	26-08429	5/15/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399908	6/5/2026	133759	GIL, JACOB	6/10 - 6/11/26	5/27/2026	OTS TRAFFIC SAFETY FORUM -	313.10	313.10
	Voucher:							
399909	6/5/2026	141128	GILLARD, TAYLOR-ALEXIS	1	5/27/2026	5/16/26 - VIDEOGRAPHY COVER/	500.00	500.00
	Voucher:							
399910	6/5/2026	101863	GOLDEN WEST PIPE & SUPPLY	631576	5/6/2026	SUPPLIES	122.32	
	Voucher:			631714	5/15/2026	SUPPLIES	265.72	
				631850	6/2/2026	SUPPLIES	18.88	406.92

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399911	6/5/2026	101882	GRAINGERS	9923384383	5/20/2026	SUPPLIES	151.90	
	Voucher:			9924262042	5/20/2026	SUPPLIES	463.58	
				9920357648	5/18/2026	SUPPLIES	20.38	
				9922634200	5/20/2026	SUPPLIES	129.84	
				9920699098	5/18/2026	SUPPLIES	154.70	920.40
399912	6/5/2026	141150	GUTIERREZ, FRANCISCO	24-36845	6/3/2026	REFUND OVERPAYMENT RUN# 9	511.08	511.08
	Voucher:							
399913	6/5/2026	131705	HEALTH TECHNOLOGY PROF. PR	INV57168	5/28/2026	SUPPLIES	8,898.82	
	Voucher:			INV57088	5/22/2026	CLEANING SUPPLIES, REG MAIN	187.00	9,085.82
399914	6/5/2026	141124	HENEIN, BASSEM	Ref001775172	5/28/2026	UB Refund Cst #157001	21.65	21.65
	Voucher:							
399915	6/5/2026	140981	HERNANDEZ, EMILY	26-09680	5/15/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399916	6/5/2026	141131	HERNANDEZ, FERNANDO P.	26-09130	5/7/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399917	6/5/2026	101985	HIGH TECH IRRIGATION INC	730585-44	5/27/2026	5YR +PLAN MONTHLY - RHGC	303.81	303.81
	Voucher:							
399918	6/5/2026	127577	HINDERLITER, DE LLAMAS & ASS	SIN063387	5/26/2026	CONTRACT SERVICES - SALES	9,395.94	9,395.94
	Voucher:							
399919	6/5/2026	138299	HINOJOSA, SALVADOR	07/06 - 07/10/26	6/1/2026	RADAR LASER OPERATOR (LIDA	166.48	166.48
	Voucher:							
399920	6/5/2026	101999	HOME DEPOT	3044933	4/13/2026	SUPPLIES	274.37	
	Voucher:			6033197	4/20/2026	SUPPLIES	365.14	
				7012182	4/29/2026	SUPPLIES	300.86	
				5513806	5/11/2026	SUPPLIES	58.24	
				2901585	4/24/2026	SUPPLIES	437.51	
				1690898	4/24/2026	SUPPLIES	1,960.63	
				8194773	4/28/2026	SUPPLIES	63.22	
				6900580	4/20/2026	SUPPLIES	83.34	
				6900652	4/20/2026	SUPPLIES	877.92	
				5033234	4/21/2026	SUPPLIES	343.28	
				5553104	4/21/2026	SUPPLIES	18.74	4,783.25
399921	6/5/2026	139244	HONORABLE RUDY BOJORQUEZ	5/21/26	5/27/2026	5/21/26 COMMISSION MEETING	225.00	225.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399922	6/5/2026	132330	IML SECURITY SUPPLY	5059143	5/20/2026	MASTER PADLOCK	657.69	
	Voucher:			5064351	5/26/2026	MASTER PADLOCK	184.32	842.01
399923	6/5/2026	137859	IMPERIAL COUNTY OFFICE, OF E	INV26-00847	3/31/2026	E-RATE ANNUAL COST	1,629.55	1,629.55
	Voucher:							
399924	6/5/2026	116962	INTERWEST CONSULTING, GRO	4056150	5/26/2026	PROFESSIONAL PLANNING STAI	20,997.50	20,997.50
	Voucher:							
399925	6/5/2026	108750	JACKSON, MONICA	FEB-MAY/26	5/28/2026	MILEAGE, NAR MEMBERBERSHI	286.77	286.77
	Voucher:							
399926	6/5/2026	128896	JJ'S AUTO SERVICE, INC.	73581	5/14/2026	PARTS & LABOR MOUNT & BALA	326.61	
	Voucher:			73585	5/14/2026	PARTS REPLACE AIR FILTER	64.19	390.80
399927	6/5/2026	137357	JONES MAYER	289	6/1/2026	APRIL 2026 PROFESSIONAL SEF	1,316.00	1,316.00
	Voucher:							
399928	6/5/2026	138306	JOSHUA'S WINDOWS AND DOOR	2064	4/1/2026	REMOVE,SHIFT,RESEAL EXISTIN	1,700.00	1,700.00
	Voucher:							
399929	6/5/2026	123438	JR GREASE SERVICE	I200	4/30/2026	GREASE INTERCEPTOR	2,720.00	2,720.00
	Voucher:							
399930	6/5/2026	141155	KENT, RACHEL	MAR-MAY/26	5/21/2026	MILEAGE	56.55	56.55
	Voucher:							
399931	6/5/2026	102478	KIMBALL MIDWEST	104467643	5/14/2026	SUPPLIES	106.08	
	Voucher:			104470712	5/15/2026	SUPPLIES	390.85	496.93
399932	6/5/2026	141125	KOURI, KAINAN	Ref001775173	5/28/2026	UB Refund Cst #157378	7.82	7.82
	Voucher:							
399933	6/5/2026	112922	L A COUNTY POLICE CHIEFS ASS	9/26/26v - 10/2/26	5/26/2026	LACPCA STRATEGIC PLANNING	300.00	300.00
	Voucher:							
399934	6/5/2026	113624	LANG ROOFING, INC	2-00775692	5/29/2026	REFUND C&D DEPOSIT BLD26-0	2,500.00	2,500.00
	Voucher:							
399935	6/5/2026	110940	LEMONS, PEGGY	5/21/26	5/27/2026	5/21/26 COMMISSION MEETING	225.00	225.00
	Voucher:							
399936	6/5/2026	141158	LEWIS ELEMENTARY SCHOOL	5/19/26	6/1/2026	SETTLEMENT - 5/19 LEWIS ELEM	447.50	447.50
	Voucher:							
399937	6/5/2026	125640	LEXIPOL, LLC	INVPRA11271654	5/28/2026	GRANT W\RITING ONLY + REVIE	2,250.00	2,250.00
	Voucher:							
399938	6/5/2026	102636	LIBERTY FLAGS INC	122739	5/21/2026	FLAG	4,916.13	4,916.13
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399939	6/5/2026	102641	LIEBERT CASSIDY WHITMORE	323327	4/30/2026	LEGAL SERVICES - DO040-0008	871.50	
	Voucher:			323330	4/30/2026	LEGAL SERVICES - DO040-0008	796.50	
				323328	4/30/2026	LEGAL SERVICES - MATTER DO(	6,533.00	
				LEGAL SERVICES	4/30/2026	LEGAL SERVICES - MATTER DO(	6,583.00	14,784.00
399940	6/5/2026	102645	LIFE-ASSIST INC	2128639	5/27/2026	MEDICAL SUPPLIES FOR FY 25/2	3,946.00	
	Voucher:			2125348		CREDIT MEMO	-340.34	3,605.66
399941	6/5/2026	102516	LN CURTIS & SONS	INV1068737	5/13/2026	C. KURTZ	167.60	
	Voucher:			INV1069359	5/14/2026	RICHARD	543.90	
				INV1069006	5/14/2026	L. ORTEGA & A. VENTURA	1,003.15	
				INV1069723	5/15/2026	B. FLORES	271.93	
				INV1070303	5/18/2026	N. TORRES	794.89	
				INV1070917	5/19/2026	J. GOMEZ	24.97	2,806.44
399942	6/5/2026	102733	LOS ANGELES COUNTY	RE-PW-26020904	2/9/2026	TS MAINT DDG THRU JANUARY	96.35	96.35
	Voucher:							
399943	6/5/2026	141144	LUNA, LEAH	26-09105	5/8/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399944	6/5/2026	141138	MALDONADO, MONICA	26-08063	5/14/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399945	6/5/2026	122808	MARTIN (FORMERLY TRUJILLO),	5/21/26	5/27/2026	5/21/2026 COMMISSION MEETIN(	225.00	225.00
	Voucher:							
399946	6/5/2026	141147	MAYA, ILIANA	26-09268	5/5/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399947	6/5/2026	141152	MERGE DIVERSE ABILITIES, INCI	156081-000187	5/1/2026	IN-PERSON INCLUSION TRAININ	3,791.00	3,791.00
	Voucher:							
399948	6/5/2026	138802	MIDWEST VETERINARY SUPPLY,	28775274-000	5/28/2026	SUPPLIES	2,330.66	
	Voucher:			28720479-000	5/22/2026	SUPPLIES	1,039.01	3,369.67
399949	6/5/2026	114829	MINUTEMAN PRESS	28694	5/27/2026	SEAACA FORMS	626.30	626.30
	Voucher:							
399950	6/5/2026	116215	MISSION LINEN SUPPLY	526109818	5/27/2026	LINEN MAINTENANCE	260.87	
	Voucher:			526119974	5/28/2026	LINEN MAINTENANCE	152.99	413.86
399951	6/5/2026	138128	MOBILE RELAY ASSOCIATES, LL(	80026646	5/22/2026	6/1 - 6/30/26 - MOBILE RADIO DIS	730.80	730.80
	Voucher:							
399952	6/5/2026	136487	MONTANO, ILIANA	APRIL/25	5/7/2026	PARKING - CITY OF STEM/EXPO	20.00	20.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399953	6/5/2026	103221	NAPA AUTO PARTS	715642	4/29/2026	PARTS	62.34	
	Voucher:			716159	5/4/2026	PARTS	202.08	
				716417	5/6/2026	PARTS	386.74	
				716937	5/11/2026	PARTS	266.82	917.98
399954	6/5/2026	123145	NATIONAL FAIL SAFE	NFS20263782	5/25/2026	MONTHLY MONITORING JUNE 2(	45.00	
	Voucher:			NFS20263899	5/29/2026	INSTALLATION AND PROGRAMM	200.00	245.00
399955	6/5/2026	137468	NATIONAL TRENCH SAFETY, INC.	1250679	3/23/2026	STEEL PLATE RENTAL - 2/24 - 3/2	235.82	
	Voucher:			1268048	4/20/2026	STEEL PLATE RENTAL - 3/24 - 4/2	235.82	
				1234465	2/23/2026	8X10X1" STEEL PLATE SR	235.82	707.46
399956	6/5/2026	140860	NATIONAL TRUCK 'N' TRAILER LL	19892	5/22/2026	GAS - OCTANE	173.16	173.16
	Voucher:							
399957	6/5/2026	141043	NEW UNITI HOLDCO LP, UNITI/WI	200187730	5/27/2026	ACCT# 200187730 - TELEPHONE	2,763.04	2,763.04
	Voucher:							
399958	6/5/2026	141154	OC INNOVATION HIGH SCHOOL	5/26/26	6/1/2026	SETTLEMENT - 5/26/26 OC INNO'	895.50	895.50
	Voucher:							
399959	6/5/2026	103346	OFFICE DEPOT INC	470501471001	5/22/2026	OFFICE SUPPLIES	484.59	484.59
	Voucher:							
399960	6/5/2026	103346	OFFICE DEPOT INC	462641252001	3/12/2026	OFFICE SUPPLIES	251.33	
	Voucher:			465585369001	4/28/2026	OFFICE SUPPLIES	276.49	
				468766705001	5/6/2026	OFFICE SUPPLIES	296.39	824.21
399961	6/5/2026	131649	OROZCO'S AUTO SERVICE INC. [	80681	5/28/2026	2011 FORD F-250 SUPER DUTY X	2,264.34	2,264.34
	Voucher:							
399962	6/5/2026	103453	PARKHOUSE TIRE INC	1011086697	5/14/2026	NEW TIRES	1,281.43	1,281.43
	Voucher:							
399963	6/5/2026	103400	PDQ RENTALS	932125	5/18/2026	PROPANE	83.34	83.34
	Voucher:							
399964	6/5/2026	141148	PEARL EPOXY FLOORING,, LA IN	8088	5/27/2026	INT CELLS SOLID COLOR	4,550.16	4,550.16
	Voucher:							
399965	6/5/2026	101332	PEMBERTON, DOROTHY	5/21/26	5/27/2026	5/21/2026 COMMISSION MEETIN(	225.00	225.00
	Voucher:							
399966	6/5/2026	141132	PEREZ, MARIA	26-08518	5/1/2026	REFUND SPAY/NEUTER DEPOSI'	50.00	50.00
	Voucher:							
399967	6/5/2026	141139	PHAN, MICHELLE	26-09544	5/20/2026	REFUND SPAY/NEUTER DEPOSI'	50.00	50.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399968	6/5/2026	141134	PONZA, NIRVANA	26-09068	5/15/2026	REFUND SPAY/NEUTER DEPOSI	40.00	40.00
	Voucher:							
399969	6/5/2026	138680	PPG ARCHITECTURAL, FINISHES	807020006827	5/19/2026	PAINT	2,689.39	2,689.39
	Voucher:							
399970	6/5/2026	141137	PRECIADO, OMAR	26-09636	5/14/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399971	6/5/2026	120206	PREFERRED IMPRESSIONS INC.	28290	4/28/2026	LABOR & MATERIAL - CITY DECA	1,172.18	1,172.18
	Voucher:							
399972	6/5/2026	130620	PROFORMA APOLLO GROUP	BR54001935A	4/23/2026	ENVELOPES	221.79	
	Voucher:			BR54001932A	4/21/2026	BUSINESS CARDS	25.02	
				BR54001936A	4/23/2026	P&R DAILY DEPOSIT FORMS	160.22	407.03
399973	6/5/2026	103657	PYRO-COMM SYSTEMS INC	66552	2/25/2026	FIRE ALARM TSTING - FIRE STAT	825.00	
	Voucher:			71361	5/13/2026	FIRE ALARM TESTING, BATTERY	800.00	
				71363	5/13/2026	BATTERY	451.70	
				71360	5/13/2026	FIRE ALARM TESTING - CITY HAI	2,200.00	4,276.70
399974	6/5/2026	125779	QUIROZ ELECTRICAL SERVICES	2370	5/18/2026	CAMERAS TROUBLESHOOT - PA	1,600.00	
	Voucher:			2367	5/11/2026	20 AMP TR RECEPTACLE INSTAL	1,280.00	
				2369	5/18/2026	RECORDS LIGHTING - PD	3,240.00	
				2354	4/19/2026	DATA WIRING INSTALLATION - W	4,920.00	
				2356	4/21/2026	CONDUIT INSTALLATION - WATE	4,990.00	16,030.00
399975	6/5/2026	137148	RAMIREZ, ROBERT	6/29 - 7/3/26	6/1/2026	FIELD TRAINING OFFICER - MEA	190.40	190.40
	Voucher:							
399976	6/5/2026	112349	RELIANCE STANDARD LIFE INS C	FEBRUARY/26 - 2	5/22/2026	STD156207/LTD110926 INSURAN	138.49	
	Voucher:			MARCH/26	5/22/2026	STD156207/LTD110926 INSURAN	675.77	
				APRIL/26	5/22/2026	STD156207/LTD110926 INSURAN	1,490.03	2,304.29
399977	6/5/2026	121394	REYES, BLANCA	6/10/26	6/1/2026	FIREARMS (PSP) - TRAVEL	24.65	24.65
	Voucher:							
399978	6/5/2026	103816	RIO HONDO COMMUNITY COLLE	6/15 - 6/26	5/26/2026	TUITION - J. VALDEZ - SUPERVIS	228.00	228.00
	Voucher:							
399979	6/5/2026	103816	RIO HONDO COMMUNITY COLLE	6/29 - 7/3/26	6/1/2026	TUITION - R. RAMIREZ - FIELD TI	89.00	89.00
	Voucher:							
399980	6/5/2026	141153	RIVERA, JERSSON	73002	5/14/2026	REFUND DUPLICATE PAYMENT -	201.87	201.87
	Voucher:							
399981	6/5/2026	136069	RIVERA, LEVINA SALOME	33804	5/28/2026	INSTRUCTOR FEE	93.80	93.80
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399982	6/5/2026	141133	RIVERA, REYES	26-09391	5/13/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399983	6/5/2026	106779	ROADLINE PRODUCTS INC USA	22796	4/29/2026	YIELD SIGN - 36"	972.40	972.40
	Voucher:							
399984	6/5/2026	103869	ROBERTSON'S	837303	5/7/2026	SUPPLIES	811.55	811.55
	Voucher:							
399985	6/5/2026	141141	RODRIGUEZ, MICHELLE	26-09026	5/20/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
399986	6/5/2026	121638	ROSS, BRITTIN	5/15/26	5/27/2026	CONTRACTED VET DUTIES	1,000.00	1,000.00
	Voucher:							
399987	6/5/2026	126741	ROYAL ROOFING CONSTRUCTIO	2-00776204	5/29/2026	REFUND C&D DEPOSIT BLD26-0	2,000.00	
	Voucher:			1-00256610	5/29/2026	REFUND C&D DEPOSIT BLD26-0	1,500.00	3,500.00
399988	6/5/2026	141146	RUIZ, MONICA	26-09067	5/8/2026	REFUND SPAY/NEUTER DEPOSI	40.00	
	Voucher:			26-09070	5/8/2026	REFUND SPAY/NEUTER DEPOSI	40.00	80.00
399989	6/5/2026	110900	RUNYAN, SCOTT	6/10 - 6/11/26	5/27/2026	OTS TRAFFIC SAFETY FORUM -	383.80	383.80
	Voucher:							
399990	6/5/2026	140324	SB CARPET CLEANING	1130	5/18/2026	DOWNEY PD - 05/15/26 FLOOR S	680.00	
	Voucher:			1134	5/23/2026	DOWNEY PD- 05/23/26 FLOORS	1,650.00	
				1133	5/23/2026	DOWNEY PD - 05/22/26 OFFICE C	1,200.00	3,530.00
399991	6/5/2026	138174	SHELAT ATKINS, ANJALI	33641	5/28/2026	INSTRUCTOR FEE	639.80	
	Voucher:			33644	5/28/2026	INSTRUCTOR FEE	149.80	
				35333	5/28/2026	INSTRUCTOR FEE	515.20	1,304.80
399992	6/5/2026	107239	SHERWIN-WILLIAMS	434175170526	5/19/2026	PAINT	78.54	
	Voucher:			99337175170526	5/8/2026	PAINT & SUPPLIES	204.98	
				21196171330526	5/18/2026	PAINT & SUPPLIES	144.53	
				988175170526	5/26/2026	PAINT & SUPPLIES	26.67	
				1077175170526	5/27/2026	PAINT & SUPPLIES	85.92	
				1085175170526	5/27/2026	SUPPLIES	61.40	
				23523171330526	5/28/2026	PAINT & SUPPLIES	90.89	692.93
399993	6/5/2026	107834	SOUTH COAST LIGHTING & DESI	S503037	5/15/2026	CIP NO.14-09 CUSTOM BUS SHE	67,285.66	67,285.66
	Voucher:							
399994	6/5/2026	135638	SOUTHERN CALIF SECURITY CE	113999	5/13/2026	KNOB CYLINDER & KEYS	365.79	
	Voucher:			152753	5/14/2026	KEYS	8.78	
				152754	5/14/2026	AMERICAN DND	53.04	427.61

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
399996	6/5/2026	104208	SOUTHERN CALIFORNIA EDISON	700583494147/MA	5/21/2026	700583494147 - 04/20 - 05/18/26	120.40	
	Voucher:			700652159639/MA	5/22/2026	700652159639 - 04/21 - 05/19/26	18.61	
				700389904880/MA	5/22/2026	700389904880 - 04/15 - 05/13/26	17.55	
				700652203287/MA	5/22/2026	700652203287 - 04/21 - 05/19/26	14.25	
				600001512301/MA	5/20/2026	600001512301 - 3/31 - 04/29/26	9,756.98	
				700173065626/MA	5/22/2026	700173065626 - 4/23 - 05/21/26	1,178.66	
				700489667057/MA	5/26/2026	700489667057 - 4/24 - 05/25/26	960.11	
				700652301604/MA	5/19/2026	700652301604 - 04/16 - 05/14/26	118.83	
				700157774079/MA	5/20/2026	700157774079 - 04/17 - 05/17/26	1,801.86	
				700839955679/JU	5/14/2026	700839955679 - 04/08 - 05/06/26	354.01	
				700471140158/JUI	5/14/2026	700471140158 - 4/08 - 5/06/26	637.99	
				700454811422/MA	5/19/2026	700454811422 - 4/16 - 05/14/26	28.50	
				700839955679/JU	5/11/2026	700839955679 - 04/08 - 05/06/26	4,981.88	
				700976840867/MA	5/18/2026	700976840867 - 04/15 - 05/13/26	377.14	
				700320028609/MA	5/14/2026	700320028609 - 03/09 - 05/06/26	18,760.66	
				700130945091/MA	5/13/2026	700130945091 - 04/10 - 05/10/26	16.21	39,143.64
399997	6/5/2026	104210	SOUTHERN CALIFORNIA GAS CC	176 206 7900 5/AF	4/29/2026	176 206 7900 5 - 3/27 - 4/26/26	1,169.57	
	Voucher:			049 830 8427 0/M/	5/26/2026	049 830 8427 0 - 04/21 - 5/21/26	15.64	1,185.21
399998	6/5/2026	141013	SRD ELECTRIC INC.	INV0300	6/1/2026	RESTROOM LIGHT DEMOLITION	2,210.00	2,210.00
	Voucher:							
399999	6/5/2026	136780	SSD ALARM SYSTEMS	R-00657860	5/1/2026	BURGLAR ALARM & VIDEO SYST	3,779.82	3,779.82
	Voucher:							
400000	6/5/2026	104256	STAPLES ADVANTAGE	6064486503	5/25/2026	OFFICE SUPPLIES	78.42	
	Voucher:			6064486506	5/25/2026	OFFICE SUPPLIES	359.81	
				6064486499	5/25/2026	OFFICE SUPPLIES	19.02	
				6064486500	5/25/2026	OFFICE SUPPLIES	87.27	
				6064486527	5/25/2026	OFFICE SUPPLIES	172.03	
				6064486517	5/25/2026	OFFICE SUPPLIES	30.61	
				6064486515	5/25/2026	OFFICE SUPPLIES	24.24	
				6064486519	5/25/2026	OFFICE SUPPLIES	179.77	951.17
400001	6/5/2026	110637	STATE WATER RESOURCES CON	SC-155041	5/12/2026	ACCT#2040153 OVERSIGHT COS	3,073.98	3,073.98
	Voucher:							
400002	6/5/2026	107355	STERICYCLE, INC	8014233404	5/3/2026	MEDICAL WASTE SERVICES	688.28	688.28
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400003	6/5/2026	104329	SUNSET PRINTER	49406	5/21/2026	FLYERS	224.59	224.59
	Voucher:							
400004	6/5/2026	125879	SUPERIOR COURT OF CALIFORN	APR/26	5/27/2026	APRIL PARKING VIOLATIONS	29,337.00	29,337.00
	Voucher:							
400005	6/5/2026	130186	SUPPLY SOLUTIONS	169043	5/27/2026	SUPPLIES	290.49	
	Voucher:			168176	5/12/2026	SUPPLIES	412.13	702.62
400006	6/5/2026	141123	SUZUKI, STEPHEN	Ref001775171	5/28/2026	UB Refund Cst #156444	16.26	16.26
	Voucher:							
400007	6/5/2026	135376	TCM, J. GALT, INC.	1724	5/30/2026	WATER SYSTEMS MAINTENANC	2,500.00	2,500.00
	Voucher:							
400008	6/5/2026	116716	TEAM GK	56083-C	5/30/2026	BLACKOUT WINDOWS - PD	1,862.50	
	Voucher:			56082-C	5/26/2026	RECOAT MAIN ENTRANCE 6MIL A	722.25	2,584.75
400009	6/5/2026	137334	TEXTRON E-Z-GO LLC	94658098	5/13/2026	PARTS & LABOR	1,683.26	1,683.26
	Voucher:							
400010	6/5/2026	121979	THE COUNSELING TEAM INT'L	INV109929	5/15/2026	PSYCH TESTING	350.00	350.00
	Voucher:							
400011	6/5/2026	140960	THE NATELSON DALE GROUP, IN	4084	4/30/2026	ECONOMIC AND FINANCIAL CON	4,375.00	4,375.00
	Voucher:							
400012	6/5/2026	127692	THE RINKS - LAKEWOOD ICE	34575	5/28/2026	INSTRUCTOR FEE	98.00	
	Voucher:			34578	5/28/2026	INSTRUCTOR FEE	61.60	159.60
400013	6/5/2026	103017	TIME WARNER CABLE	188361801051426	5/14/2026	188361801 - 05/20 - 06/19/26	1,227.00	1,227.00
	Voucher:							
400014	6/5/2026	124672	T-MOBILE USA INC.	L2605070067	5/7/2026	PROSPECTIVE PRECISION LOCA	115.00	
	Voucher:			L2605120222	5/12/2026	TIME DIFFERENCE OF ARRIVAL :	150.00	
				L2605120296	5/12/2026	TIME DIFFERENCE OF ARRIVAL :	50.00	315.00
400015	6/5/2026	133845	TORO ENTERPRISES, INC.	CIP 24-03 #6	3/31/2026	CIP NO.24-03 ALLEYS PAVEMENT	589,197.10	589,197.10
	Voucher:							
400016	6/5/2026	133845	TORO ENTERPRISES, INC.	CIP 24-03 #5	2/28/2026	CIP NO.24-03 ALLEYS PAVEMENT	537,228.34	537,228.34
	Voucher:							
400017	6/5/2026	133845	TORO ENTERPRISES, INC.	CIP 24-03 #7	5/27/2026	CIP NO.24-03 ALLEYS PAVEMENT	24,396.47	24,396.47
	Voucher:							
400018	6/5/2026	104574	UNDERGROUND SERVICE ALERT	420260261	5/1/2026	DWN01 NEW TICKET CHARGES	257.25	257.25
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400019	6/5/2026	120080	UNIFORM DEPOT INC., DBA: MR.	9470	3/19/2026	J. BONILLA	512.44	
	Voucher:			9474	4/24/2026	D. MUNOZ	364.48	
				9475	5/1/2026	B. MEDRANO	44.20	
				9473	5/2/2026	C. FALK	198.84	
				9471	5/5/2026	S. LOUGHNER	1,069.20	
				9482	5/11/2026	L. KIRBY	276.19	
				9472	5/12/2026	A. RUIZ	223.15	
				9480	5/22/2026	C.MILLER	698.91	3,387.41
400020	6/5/2026	126723	UNITED PACIFIC SERVICES, INC.	26-0509-2	5/9/2026	ARBORIST REPORT - SITE # 380	145.00	
	Voucher:			26-0509-1A	5/9/2026	TREE TRIMMING SERVICES 7/1/2	3,076.00	3,221.00
400021	6/5/2026	130275	USCANGA, VALERIA	APRIL-MAY/26	5/14/2026	MLEAGE - OUTREACH, SUPPLIE	150.09	150.09
	Voucher:							
400022	6/5/2026	130627	VALDEZ, JOSE	6/15 - 6/26/26	5/26/2026	MEALS - SUPERVISORY COURSI	230.00	230.00
	Voucher:							
400023	6/5/2026	141143	VALENCIA, MARIA	26-08876	5/2/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
400024	6/5/2026	139059	VALINO, CRYSTAL	5/20/26	5/27/2026	CONTRACTED VET DUTIES	1,000.00	1,000.00
	Voucher:							
400025	6/5/2026	139286	VANE, MADISON ALEXANDRA	4 - 4	5/20/2026	MEDITATION - MAY 2026	80.00	80.00
	Voucher:							
400026	6/5/2026	127485	VERIZON BUSINESS SERVICES	73698511	5/20/2026	SV649537 - 04/01 - 04/30/26 EVDC	1,521.51	1,521.51
	Voucher:							
400027	6/5/2026	112607	VERIZON WIRELESS	6143288926	5/10/2026	742033810-00001 - 04/11 - 05/10/2	657.07	657.07
	Voucher:							
400028	6/5/2026	140597	VICTORY FUNDRAISING, AND EV	1006	5/26/2026	FUNDRAISING CONSULTING SEI	31,500.00	31,500.00
	Voucher:							
400029	6/5/2026	141140	VIERA, CARLOS	26-09060	5/20/2026	REFUND SPAY/NEUTER DEPOSI	50.00	50.00
	Voucher:							
400030	6/5/2026	141156	VIZCARRA, ALEXIS	2-00775507	5/29/2026	REFUND C&D DEPOSIT BLD26-0	2,500.00	2,500.00
	Voucher:							
400031	6/5/2026	104727	WARREN HIGH SCHOOL	5/18/26	6/1/2026	SETTLEMENT - 5/18 - WARREN H	3,079.60	3,079.60
	Voucher:							
400032	6/5/2026	116097	WEST COAST POWER WASH	85635	2/15/2026	STEAM CLEANING SEAACA	285.00	
	Voucher:			86143	5/17/2026	STEAM CLEANING SEAACA	305.00	590.00

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400033	6/5/2026	128600	WHITE CAP, LP	50036987287	5/14/2026	SUPPLIES	79.73	79.73
	Voucher:							
400034	6/5/2026	104808	WILLDAN ASSOCIATES	423926R1	5/26/2026	INSPECTION & MATERIALS TEST	9,199.31	9,199.31
	Voucher:							
400035	6/5/2026	104808	WILLDAN ASSOCIATES	424104	5/29/2026	PROJECT - 113986.26 - 410 PATT	1,426.16	1,426.16
	Voucher:							
400036	6/5/2026	122606	WITTMAN ENTERPRISES, LLC	202603-C1790	4/7/2026	MARCH 2026 BILLING SERVICES	26,989.65	
	Voucher:			202604-C1790	5/7/2026	APRIL 2026 BILLING SERVICES	23,737.47	
				202602-C1790	3/6/2026	FEBRUARY 2026 BILLING SERVI	20,690.22	71,417.34
400037	6/5/2026	124678	YOUNGBLOOD & ASSOCIATES	2794A	5/13/2026	POLYGRAPH EXAMINATION SER	350.00	
	Voucher:			2797A - MAY26	5/26/2026	POLYGRAPH EXAMINATION SER	750.00	
				2799A	5/28/2026	POLYGRAPH EXAMINATION SER	400.00	1,500.00
400038	6/5/2026	138125	Z3 SAFETY	INV-10809	2/19/2026	FIRST AID SUPPLIES - PD	1,084.16	
	Voucher:			INV-11061	3/30/2026	FIRST AID SUPPLIES - PD	355.52	
				INV-11060	3/30/2026	FIRST AID SUPPLIES - PD	818.81	
				INV-11316	5/14/2026	FIRST AID SUPPLIES - PD	1,196.80	3,455.29
400039	6/5/2026	134448	ZOOM VIDEO COMMUNICATIONS	INV346245163	3/18/2026	ANNUAL SUBSCRIPTION RENEW	10,100.99	10,100.99
	Voucher:							
400040	6/5/2026	133116	ZW USA INC., MUTT MITT	816234	5/15/2026	MUTT MITT 2-PLY	1,404.84	1,404.84
	Voucher:							
30004711	5/15/2026	107444	CALIFORNIA PUBLIC EMPLOYEE	Ben1774202	5/15/2026	PERS EPMC: PAYMENT	509,116.89	509,116.89
	Voucher:							
30004719	5/29/2026	107444	CALIFORNIA PUBLIC EMPLOYEE	Ben1775077	5/29/2026	PERS EPMC: PAYMENT	504,745.08	504,745.08
	Voucher:							

Sub total for BANK OF THE WEST: 3,194,152.09

262 checks in this report.

Grand Total All Checks:	3,464,349.55

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2840	6/5/2026	114154	JP MORGAN CHASE BANK	JUNE/26	6/4/2026	WIRE TRANSFER	77,475.24	77,475.24
	Voucher:							
						Sub total for BANK OF THE WEST:		77,475.24

Bank : ebow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
16110	6/12/2026	119043	ACCELA, INC.	INV-ACC63262	4/8/2026	EFT - PROFESSIONAL PLANNINC	2,000.00	
	Voucher:			INV-ACC62874	2/26/2026	EFT - PROFESSIONAL PLANNINC	33,000.00	
				INV-ACC63514	5/7/2026	EFT - SUBSCRIPTION SOFTWAR	1,950.00	36,950.00
16111	6/12/2026	135511	BARTON INTEGRATION LLC	16808	5/1/2026	EFT - ACCESS CONTROL RMR - I	140.00	140.00
	Voucher:							
16112	6/12/2026	140781	BE SOCIAL PRODUCTIONS	6/20/26 WC FINAL	6/9/2026	EFT - PROFESSIONAL SERVICE /	150,000.00	150,000.00
	Voucher:							
16113	6/12/2026	131928	BTI COMMUNICATIONS GROUP, L	84028	5/26/2026	EFT - SECURITY CAMERA SYSTE	274.99	
	Voucher:			84125	6/3/2026	EFT - MONTHLY ALARM MONITO	49.99	324.98
16114	6/12/2026	101356	DOWNEY CITY EMPL ASSOC (MA	Ben1776236	6/12/2026	EFT - IBEW DUES: PAYMENT	1,429.68	1,429.68
	Voucher:							
16115	6/12/2026	101355	DOWNEY CITY EMPLOYEES ASS	Ben1776234	6/12/2026	EFT - DCEA MISC DUES: PAYMEI	772.00	772.00
	Voucher:							
16116	6/12/2026	106150	DOWNEY FIRE MANAGEMENT AS	Ben1776238	6/12/2026	EFT - FIRE MGMT DUES: PAYMEI	750.00	750.00
	Voucher:							
16117	6/12/2026	101365	DOWNEY FIREMEN'S ASSN-IAFF	Ben1776218	6/12/2026	EFT - FIRE DUES: PAYMENT	5,812.18	5,812.18
	Voucher:							
16118	6/12/2026	101372	DOWNEY POLICE MANAGEMENT	Ben1776230	6/12/2026	EFT - POLICE MGMT DUES: PAYI	1,000.00	1,000.00
	Voucher:							
16119	6/12/2026	101373	DOWNEY POLICE OFFICERS ASS	Ben1776220	6/12/2026	EFT - DPOA DUES (POLICE ASS	5,150.00	5,150.00
	Voucher:							
16120	6/12/2026	101374	DOWNEY POLICE-FIRE MEMORIA	Ben1776216	6/12/2026	EFT - FIRE/POLICE TRUST: PAYI	794.00	794.00
	Voucher:							
16121	6/12/2026	101375	DOWNEY PUB SAFETY EMP ASSI	Ben1776242	6/12/2026	EFT - SAFETY DUES: PAYMENT	1,080.00	1,080.00
	Voucher:							
16122	6/12/2026	141089	DURAN JR., FERNANDO	FD060926	6/9/2026	EFT - MEMORIAL DAY CLASSIC,	900.00	900.00
	Voucher:							
16123	6/12/2026	136126	EVOLUTION ATHLETICS ACADEM	35895	6/9/2026	EFT - INSTRUCTOR FEE	596.40	596.40
	Voucher:							
16124	6/12/2026	120626	GK & ASSOCIATES	26-039	5/31/2026	EFT - HAZARDOUS WASTE REMI	23,472.00	23,472.00
	Voucher:							
16125	6/12/2026	124953	ICMA, 108479 & 108481	Ben1776254	6/12/2026	EFT - LOAN PAYMENTS: PAYMEI	1,796.62	1,796.62
	Voucher:							
16126	6/12/2026	124952	ICMA, PLAN 300820	Ben1776260	6/12/2026	EFT - DEF COMP (SEAACA DEF (	3,793.54	3,793.54
	Voucher:							

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
16127	6/12/2026	139366	INFINITY TECHNOLOGIES	5611	6/8/2026	EFT - INFORMATION TECHNOLO	111,264.00	111,264.00
	Voucher:							

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
16132	6/12/2026	102078	INGRAM LIBRARY SERVICES LLC	97053132	6/3/2026	EFT - BOOKS	11.70	
	Voucher:			97053133	6/3/2026	EFT - BOOKS	120.71	
				97053134	6/3/2026	EFT - BOOKS	78.24	
				97053135	6/3/2026	EFT - BOOKS	18.77	
				97053136	6/3/2026	EFT - BOOKS	129.66	
				97077854	6/4/2026	EFT - BOOKS	13.10	
				97077855	6/4/2026	EFT - BOOKS	55.94	
				97085231	6/4/2026	EFT - BOOKS	15.45	
				97085232	6/4/2026	EFT - BOOKS	33.59	
				97085233	6/4/2026	EFT - BOOKS	12.66	
				97016118	6/2/2026	EFT - BOOKS	54.90	
				97016119	6/2/2026	EFT - BOOKS	111.46	
				97043322	6/3/2026	EFT - BOOKS	39.63	
				97043323	6/3/2026	EFT - BOOKS	15.12	
				97053114	6/3/2026	EFT - BOOKS	593.91	
				97053115	6/3/2026	EFT - BOOKS	42.12	
				97053116	6/3/2026	EFT - BOOKS	26.31	
				97053117	6/3/2026	EFT - BOOKS	1,367.79	
				97053118	6/3/2026	EFT - BOOKS	526.56	
				97016117	6/2/2026	EFT - BOOKS	13.53	
				96913092	5/28/2026	EFT - SUPPLIES	39.43	
				96913098	5/28/2026	EFT - SUPPLIES	24.64	
				96913110	5/28/2026	EFT - SUPPLIES	606.18	
				96913112	5/28/2026	EFT - SUPPLIES	4.93	
				96997134	6/1/2026	EFT - SUPPLIES	620.97	
				96997138	6/1/2026	EFT - SUPPLIES	14.78	
				96997142	6/1/2026	EFT - SUPPLIES	19.71	
				97016120	6/2/2026	EFT - SUPPLIES	44.35	
				97053130	6/3/2026	EFT - SUPPLIES	1,384.85	
				97085234	6/4/2026	EFT - SUPPLIES	14.78	
				97077856	6/4/2026	EFT - SUPPLIES	9.86	
				96913102	5/28/2026	EFT - BOOKS	19.41	
				96913103	5/28/2026	EFT - BOOKS	55.64	
				96913104	5/28/2026	EFT - BOOKS	33.17	
				96913105	5/28/2026	EFT - BOOKS	230.43	

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				96913106	5/28/2026	EFT - BOOKS	14.48	
				96913107	5/28/2026	EFT - BOOKS	2,066.07	
				96913108	5/28/2026	EFT - BOOKS	61.08	
				97053119	6/3/2026	EFT - BOOKS	355.05	
				97053120	6/3/2026	EFT - BOOKS	91.47	
				97053121	6/3/2026	EFT - BOOKS	48.48	
				97053122	6/3/2026	EFT - BOOKS	12.29	
				97053123	6/3/2026	EFT - BOOKS	357.94	
				97053124	6/3/2026	EFT - BOOKS	14.24	
				97053125	6/3/2026	EFT - BOOKS	23.92	
				97053126	6/3/2026	EFT - BOOKS	43.06	
				97053127	6/3/2026	EFT - BOOKS	544.19	
				97053128	6/3/2026	EFT - BOOKS	375.17	
				97053129	6/3/2026	EFT - BOOKS	493.77	
				97053131	6/3/2026	EFT - BOOKS	31.41	
				96913109	5/28/2026	EFT - BOOKS	26.32	
				96913111	5/28/2026	EFT - BOOKS	22.57	
				96997129	6/1/2026	EFT - BOOKS	12.29	
				96997130	6/1/2026	EFT - BOOKS	14.23	
				96997131	6/1/2026	EFT - BOOKS	9.34	
				96997132	6/1/2026	EFT - BOOKS	2,485.23	
				96997133	6/1/2026	EFT - BOOKS	104.98	
				96997135	6/1/2026	EFT - BOOKS	19.30	
				96997136	6/1/2026	EFT - BOOKS	18.34	
				96997137	6/1/2026	EFT - BOOKS	27.61	
				96997139	6/1/2026	EFT - BOOKS	22.49	
				96997140	6/1/2026	EFT - BOOKS	16.22	
				96997141	6/1/2026	EFT - BOOKS	44.58	
				96976673	6/1/2026	EFT - BOOKS	126.36	13,886.76
16133	6/12/2026	139312	JONCO ENTERPRISES INC.	1268	6/1/2026	EFT - CITYWIDE BUS STOP CLEA	7,525.00	7,525.00
	Voucher:							
16134	6/12/2026	102410	KAISER FOUNDATION HEALTH PI	Ben1776252	6/12/2026	EFT - BILLING ID: 2087609612 - C	15,595.20	15,595.20
	Voucher:							

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
16138	6/12/2026	108953	KEITH THOMPSON'S PRO DETAIL	30388	4/9/2026	EFT - COMPLETE DETAIL	495.00	
	Voucher:			30389	4/10/2026	EFT - COMPLETE DETAIL	795.00	
				30390	4/15/2026	EFT - COMPLETE DETAIL	495.00	
				30391	4/15/2026	EFT - COMPLETE DETAIL	795.00	
				30424	5/23/2026	EFT - COMPLETE DETAIL, REMO	345.00	
				30420	6/2/2026	EFT - MULTIPLE PD VEHICLES	480.00	
				30425	5/23/2026	EFT - COMPLETE DETAIL, REMO	345.00	
				30426	5/23/2026	EFT - COMPLETE DETAIL, REMO	345.00	
				30427	5/23/2026	EFT - COMPLETE DETAIL, REMO	345.00	
				30430	5/23/2026	EFT - COMPLETE DETAIL, REMO	345.00	
				30431	5/23/2026	EFT - COMPLETE DETAIL & REM	345.00	
				30418	5/28/2026	EFT - MULTIPLE PD VEHICLES	420.00	
				30422	5/28/2026	EFT - COMPLETE DETAIL, REMO	345.00	
				30432	6/2/2026	EFT - REMOVE DECALS & COMF	1,900.00	
				30429	5/28/2026	EFT - COMPLETE DETAIL & REC	295.00	
				30393	4/16/2026	EFT - WINDOW TINT	595.00	
				30387	4/8/2026	EFT- 35 X 12 MULTIPLE VEHICLE	420.00	
				30392	4/16/2026	EFT - COMPLETE DETAIL & REM	695.00	
				30394	4/17/2026	EFT - PAINT SEALANT	495.00	
				30395	4/17/2026	EFT - PAINT SEALANT	495.00	
				30396	4/17/2026	EFT - PAINT SEALANT	495.00	
				30397	4/17/2026	EFT - PAINT SEALANT	495.00	
				30401	4/22/2026	EFT - COMPLETE DETAIL	795.00	
				30399	4/20/2026	EFT - REMOVE DECALS	300.00	
				30400	4/20/2026	EFT - COMPLETE DETAIL	495.00	
				30402	4/24/2026	EFT - PAINT SEALANT	495.00	
				30384	4/6/2026	EFT - DELUXE WASH	15.00	
				30385	4/7/2026	EFT - COMPLETE DETAIL	495.00	
				30383	4/1/2026	EFT - COMPLETE DETAIL	795.00	
				30386	4/7/2026	EFT - COMPLETE DETAIL & REM	695.00	
				30403	4/24/2026	EFT - WINDOW TINT, FRONT WIN	750.00	
				30404	4/24/2026	EFT - PAINT SEALANT	495.00	
				30405	4/28/2026	EFT - PAINT SEALANT	495.00	
				30407	5/7/2026	EFT - 35 X 12 - MULTIPLE PD VEH	420.00	
				30406	5/11/2026	EFT - COMPLETE DETAIL	795.00	

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				30408	5/12/2026	EFT - COMPLETE DETAIL	2,500.00	
				30409	5/13/2026	EFT - COMPLETE DETAIL & DEG	2,500.00	
				30410	5/14/2026	EFT- 36 X 12 MULTIPLE PD VEHI(	432.00	
				30417	5/16/2026	EFT - REPLACE HEADTRIM & RE	1,695.00	
				30411	5/18/2026	EFT - COMPLETE DETAIL & DEGI	2,500.00	
				30412	5/20/2026	EFT - COMPLETE DETAIL, CERAI	2,500.00	
				30415	5/23/2026	EFT - COMPLETE DETAIL	795.00	
				30413	5/20/2026	EFT - COMPLETE DETAIL	795.00	
				30414	5/20/2026	EFT - COMPLETE DETAIL	795.00	
				30421	5/23/2026	EFT - COMPLETE DETAIL, REMO	345.00	33,677.00
16139	6/12/2026	119022	METLIFE SMALL BUSINESS CTR	Ben1776244	6/12/2026	EFT - METLIFE DENTAL: PAYMEN	3,210.33	3,210.33
	Voucher:							
16140	6/12/2026	140596	NATIONWIDE	Ben1776246	6/12/2026	EFT - PET INSURANCE NATIONW	2,037.82	2,037.82
	Voucher:							
16141	6/12/2026	126174	OCEAN BLUE ENVIRONMENTAL S	42846	5/18/2026	EFT - HAZARDOUS WASTE REMI	8,883.06	
	Voucher:			42824	5/18/2026	EFT - HAZARDOUS WASTE REMI	8,176.39	17,059.45
16142	6/12/2026	133742	ONYX PAVING COMPANY INC.	25-056-6	4/30/2026	EFT - CIP 22-23 RESIDENTIAL ST	199,254.71	199,254.71
	Voucher:							
16143	6/12/2026	126044	PARS - COUNCIL RETIREMENT, U	Ben1776250	6/12/2026	EFT - COUNCIL PARS RETIREME	398.38	398.38
	Voucher:							
16144	6/12/2026	116715	PARS - DOWNEY, U.S. BANK NA. I	Ben1776232	6/12/2026	EFT - DOWNEY P/T PARS RETIRE	13,415.31	13,415.31
	Voucher:							
16145	6/12/2026	126043	PARS - SEAACA, U.S. BANK N.A. I	Ben1776258	6/12/2026	EFT - SEAACA P/T PARS RETIRE	1,267.92	1,267.92
	Voucher:							
16146	6/12/2026	139823	RODRIGUEZ JANITORIAL, SERVI(	INV10387	5/29/2026	EFT- JANITORIAL SERVICES FY 2	4,000.00	4,000.00
	Voucher:							
16147	6/12/2026	128404	THE SAUCE CREATIVE SERV CO	8192	5/20/2026	EFT- SUMMER CONCERT BANNE	424.50	
	Voucher:			8225	6/8/2026	EFT - SETUP & FOAMCORE SIGN	290.75	
				8191	5/20/2026	EFT - CONCERTS IN THE PARK D	2,196.50	2,911.75
16148	6/12/2026	123934	TYLER TECHNOLOGIES, INC.	45-566301	5/31/2026	EFT - EERP ANNUAL SAAS FEEE	900.00	
	Voucher:			45-567240	6/1/2026	EFT - EERP ANNUAL SAAS FEEE	8,800.00	
				45-565215	5/27/2026	EFT - EERP ANNUAL SAAS FEEE	4,500.00	14,200.00
16149	6/12/2026	120747	VENUETECH MANAGEMENT GR(	1046	6/1/2026	EFT - DOWNEY THEATRE - LABO	921.24	
	Voucher:			1031	6/1/2026	EFT - DOWNEY THEATRE - LABO	62,364.13	63,285.37

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
16150	6/12/2026	137833	VERDANT LANDSCAPING, INC.	22479	5/28/2026	EFT - WEED ABATEMENT 05/26/2	1,280.00	
	Voucher:			22400	5/21/2026	EFT - FREEWAY EXIT CLEANUP (	1,536.00	2,816.00
16151	6/12/2026	130484	VISION SERVICE PLAN	Ben1776212	6/12/2026	EFT - VSP VISION PRE TAX: PAYI	5,648.10	5,648.10
	Voucher:							
16152	6/12/2026	100101	VOYA - DEFERRED COMP, NO.664	Ben1776226	6/12/2026	EFT - ROTH VOYA DEF COMP PC	73,702.82	73,702.82
	Voucher:							
16153	6/12/2026	104735	WATER REPLENISHMENT DISTRI	APR/26	6/2/2026	EFT - MONTH ENDING APRIL 202	498,759.86	498,759.86
	Voucher:							

Sub total for BANK OF THE WEST: 1,318,677.18

Bank : espace BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
50036	6/12/2026	140760	HERNANDEZ, MICKEYLINDA	2026-1042	6/7/2026	EFT - 6/07/26 FEE INSTRUCTION	200.00	200.00
	Voucher:							
50037	6/12/2026	140757	ORDAZ, JUAN	2026-1043	6/7/2026	EFT - 6/07/26 FEE INSTRUCTION	400.00	400.00
	Voucher:							
50038	6/12/2026	140743	RAMOS, OFER	2026-1042	6/7/2026	EFT - 6/07/26 FEE INSTRUCTION	400.00	400.00
	Voucher:							
50039	6/12/2026	140382	ROMERO, CHRISTINA	2026-1043	6/7/2026	EFT - 6/07/26 REIMBURSE COVE	222.76	222.76
	Voucher:							
50040	6/12/2026	140758	VEGA, ALBERT	2026-1041	6/7/2026	EFT - 6/07/26 FEE INSTRUCTION	200.00	200.00
	Voucher:							

Sub total for BANK OF THE WEST: 1,422.76

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400041	6/12/2026	141169	3R 2024 LLC	1-00246383	6/5/2026	REFUND C&D DEPOSIT BLD24-0	11,926.79	11,926.79
	Voucher:							
400042	6/12/2026	107528	4IMPRINT	31611381	6/1/2026	RALLY POM POM LAWC26 FAN Z	4,118.58	4,118.58
	Voucher:							
400043	6/12/2026	116476	A & G FENCE & SUPPLY	47586	6/2/2026	LABOR & MATERIALS ADD HOCK	495.00	
	Voucher:			47587	6/2/2026	LABOR & MATERIALS ADD V-GR(	1,925.00	
				47588	6/2/2026	LABOR & MATERIALS ADD HOCK	425.00	
				47585	6/2/2026	LABOR & MATERIALS ADD V GR(	1,925.00	
				47589	6/2/2026	LABOR & MATERIALS ADD V GR(	1,825.00	
				47624	6/5/2026	LABOR & MATERIALS REPLACE -	1,515.75	
				47623	6/5/2026	LABOR & MATERIALS REPLACE	3,450.00	11,560.75
400044	6/12/2026	119436	A-B EMBLEM	IN-42239	5/12/2026	GIFT STORE ITEMS	624.32	624.32
	Voucher:							
400045	6/12/2026	137521	ACCESSO SHOWARE	INV-81101	4/30/2026	CHANGE ORDER #1, 6/10/2026~	4,059.50	4,059.50
	Voucher:							
400046	6/12/2026	100072	ADAMSON POLICE PRODUCTS	INV450957	4/29/2026	AMUNITION	6,414.53	6,414.53
	Voucher:							
400047	6/12/2026	125263	AERO MOTION, INC.	185002	5/21/2026	GIFT STORE ITEMS	542.97	542.97
	Voucher:							
400048	6/12/2026	106753	AFLAC	Ben1776208	6/12/2026	AFLAC ACCIDENT INS PRE TAX:	4,262.02	4,262.02
	Voucher:							
400049	6/12/2026	107157	AIR SOURCE INDUSTRIES	985001	5/31/2026	CYLINDER RENTAL - SEAACA	195.66	
	Voucher:			985189	5/31/2026	CYLINDER RENTAL - FIRE STATI(	327.70	
				986337	6/3/2026	CYLINDER RENTAL - FIRE STATI(	211.50	
				982238	4/29/2026	CYLINDER RENTAL - FIRE STATI(	185.25	920.11
400050	6/12/2026	119933	ALCOHOLIC BEVERAGE CONTRC	7/14 - 7/16/26 - 1	6/1/2026	TUITION - SGT JOHN DANIEL - AE	325.00	325.00
	Voucher:							
400051	6/12/2026	119933	ALCOHOLIC BEVERAGE CONTRC	7/14 - 7/16/26 - 2	6/1/2026	TUITION - OSCAR LOPEZ - ABC E	325.00	325.00
	Voucher:							
400052	6/12/2026	139000	ALLIANCE LAUNDRY SYSTEMS, I	6002232987	6/4/2026	SERVICE CALL	313.50	313.50
	Voucher:							
400053	6/12/2026	116013	ALLSTAR FIRE EQUIPMENT, INC.	273024	6/2/2026	BOOTS - D. GONSALEZ, J. BIANC	846.43	846.43
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400054	6/12/2026	119262	ALPHA QUALITY CONCRETE, INC	304	6/1/2026	SIDEWALK DIG OUT & REMOVE ·	4,550.00	
	Voucher:			305	6/1/2026	SIDEWALK DIG OUT & HAUL AWA	4,200.00	
				306	6/2/2026	SIDEWALK DIG OUT & HAUL - 10	4,850.00	
				311	6/2/2026	SIDEWALK DIG OUT & HAUL AWA	4,850.00	18,450.00
400055	6/12/2026	137195	ALTA LANGUAGE SERVICES INC.	IS849625	5/31/2026	LISTENING & SPEAKING TEST	72.00	72.00
	Voucher:							
400056	6/12/2026	123395	AMERICAN FIDELITY ASSURANC	Ben1776228	6/12/2026	ACCIDENT INSURANCE POST TA	2,152.32	2,152.32
	Voucher:							
400057	6/12/2026	100218	AMERICAN RED CROSS	23231773	5/13/2026	BASIC LIGE SUPPORT - BL	232.00	
	Voucher:			23208303	4/30/2026	FIRST AID CPR - FIRE DEPT	147.00	379.00
400058	6/12/2026	137243	AMESCUA, MICHAEL	MAY/26	5/18/2026	WORK BOOTS REIMBURSEMEN	123.29	123.29
	Voucher:							
400059	6/12/2026	107767	AMTECH ELEVATOR SERVICES	DVA23836001	6/1/2026	ELEVATOR SERVICE - THEATRE	2,430.00	2,430.00
	Voucher:							
400060	6/12/2026	141163	ANAYA, ESTHER	1295084	6/9/2026	6/20 FIFA FAN ZONE ARTIST ON	2,000.00	2,000.00
	Voucher:							
400061	6/12/2026	100295	AQUA-METRIC SALES COMPANY	INV0114159	5/12/2026	SENSUS ANALYTICS ANNUAL SC	8,232.28	8,232.28
	Voucher:							
400062	6/12/2026	125759	AQUASANI WATER	HHH020009132	5/19/2026	WATER SERVICE - CMSC	19.98	
	Voucher:			HHH020009129	5/19/2026	WATER SERVICE - FIRE DEPT	49.95	
				HHH020009128	5/19/2026	WATER SERVICE - FINANCE	49.95	
				HHH020009248	6/2/2026	WATER SERVICE - FINANCE	50.95	
				HHH020009247	6/2/2026	WATER SERVICE - PLANNING	100.90	271.73
400063	6/12/2026	139370	ARIAS, JORGE	7/22 - 7/24/26	5/12/2026	MEALS,TRAVEL - SFST	132.08	132.08
	Voucher:							
400064	6/12/2026	130589	ARTGAME	37173	5/11/2026	GIFT STORE ITEMS	732.00	732.00
	Voucher:							
400065	6/12/2026	136032	ATHENS SERVICES	21883153	6/1/2026	DW0000696 - JUNE TRASH SERV	2,891.94	2,891.94
	Voucher:							
400066	6/12/2026	130561	AVILA, ADAN	6/1 - 7/10/26	6/1/2026	MEALS - BASIC K9 HANDLER CO	345.00	345.00
	Voucher:							
400067	6/12/2026	121792	BARBARA'S ANSWERING SERVIC	260500593101	6/1/2026	ANSWERING SERVICE - SEAACA	1,141.60	1,141.60
	Voucher:							
400068	6/12/2026	139083	BAUER ENTERTAINMENT MARKE	24-1070B-USA-26	2/25/2026	MARKETING SERVICES	2,285.00	
	Voucher:			24-1070B-USA-26	4/22/2026	MARKETING SERVICES	2,285.00	4,570.00

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400069	6/12/2026	131043	BAYLEY, CHRISTOPHER	6/1/26	6/1/2026	REIMBURSE PARAMEDIC LICEN	250.00	250.00
	Voucher:							
400070	6/12/2026	129822	BEALS-RADAC, SHANNON	5/26/26	6/1/2026	CONTRACTED VET DUTIES	1,000.00	
	Voucher:			5/28/26	6/1/2026	CONTRACTED VET DUTIES	1,000.00	2,000.00
400071	6/12/2026	110102	BEE EMERGENCY RESPONSE TE	35928	5/14/2026	BEE HIVE REMOVAL - 10406 TRI	105.00	
	Voucher:			36138	5/22/2026	BEE HIVE REMOVAL - 10419 RIV	105.00	210.00
400072	6/12/2026	114093	BEST BEST & KRIEGER	1063655	6/4/2026	MAY PROFESSIONAL SERVICES	2,082.50	
	Voucher:			1063656	6/4/2026	MAY PROFESSIONAL SERVICES	68.10	2,150.60
400073	6/12/2026	100317	BLUE TRITON BRANDS, INC.	6E8710076184	6/2/2026	WATER SERVICE - PW MAINT	323.68	323.68
	Voucher:							
400074	6/12/2026	126130	BLUE VIOLET NETWORKS, LLC	H79804	6/9/2026	MAY 26 SIP TRUNKS, DID#, E911	56.00	56.00
	Voucher:							
400075	6/12/2026	141186	BRETTSO THE GREAT	INV-001250	4/10/2026	6/3 SUMMER READING PROGRA	425.00	425.00
	Voucher:							
400076	6/12/2026	138296	BRIGHTVIEW LANDSCAPE, SERV	9788419	6/1/2026	MONTHLY LANDSCAPE MANAGE	109,364.97	109,364.97
	Voucher:							
400077	6/12/2026	100696	CALIFORNIA TRUCK EQUIPMENT	15343	6/4/2026	REPLACE PLASTIC COVER	3,646.35	3,646.35
	Voucher:							
400078	6/12/2026	141166	CAMPOS, JUAN	2-00755849	6/3/2026	REFUND C&D DEPOSIT BLD24-0	9,121.47	9,121.47
	Voucher:							
400079	6/12/2026	137140	CASTILLO, CARLOS	2-00776086	4/30/2026	REFUND C&D DEPOSIT BLD26-0	2,500.00	2,500.00
	Voucher:							
400080	6/12/2026	141176	CASTILLO, XOCHITL	5/28/26	6/5/2026	PER DIEM - MILEAGE - LIBRARY	4.50	4.50
	Voucher:							
400081	6/12/2026	131462	CEBALLOS, DVM, ROBIN	5/30/26	6/1/2026	CONTRACTED VET DUTIES	1,000.00	1,000.00
	Voucher:							
400082	6/12/2026	141181	CELIDON, EDGAR	2015045.002	6/2/2026	REFUND SECURITY DEPOSIT PE	55.00	55.00
	Voucher:							
400083	6/12/2026	107781	CENTRAL PET DISTRIBUTION, PI	81028196	6/2/2026	PET FOOD & SUPPLIES	656.75	656.75
	Voucher:							
400084	6/12/2026	141185	CHARACTERS IO, LLC	458	6/8/2026	CHARACTER MEET AND GREET	374.00	374.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400085	6/12/2026	126128	CINTAS CORPORATION NO.3	4271071454	6/4/2026	SCRAPER, MAT, UNIFORM	269.50	
	Voucher:			4270384490	5/26/2026	SCRAPER,TOWEL,MAT,UNIFORM	55.97	
				4269548449	5/18/2026	SCRAPER,TOWEL,MAT,UNIFORM	55.97	
				4270403379	5/26/2026	TOWELS	35.00	
				4270938182	5/29/2026	TOWELS	35.00	
				4271082619	6/1/2026	TOWELS	35.10	
				4271071974	6/1/2026	TOWELS	57.44	
				4271072402	6/1/2026	TOWELS,UNIFORM	433.41	
				4270385036	5/26/2026	TOWELS,UNIFORM	463.70	
				4269548731	5/18/2026	TOWELS,UNIFORM	578.99	2,020.08
400086	6/12/2026	128276	CINTAS FIRST AID & SAFETY	4270938186	5/29/2026	TOWELS	35.00	
	Voucher:			4270938158	5/29/2026	TOWELS	95.13	130.13
400087	6/12/2026	100933	CLASSIC GRAPHIX	43566	5/1/2026	RAIN JACKETS,BLACK POLOS - I	365.20	365.20
	Voucher:							
400088	6/12/2026	121935	COMMLINE INC.	540589-IN	3/5/2026	FLASH UPGRADE - FIRED DEPT	4,359.50	
	Voucher:			540583-IN	5/29/2026	FLASH UPGRADE DES ENCRYPT	3,182.00	7,541.50
400089	6/12/2026	136840	CONTINUUM GAMES INC	97935	5/15/2026	GIFT STORE ITEMS	897.60	897.60
	Voucher:							
400090	6/12/2026	141117	COREAS, SERGIO	5/31 - 6/2/26	6/4/2026	PER DIEM, HOTEL - US COMMUN	618.60	618.60
	Voucher:							
400091	6/12/2026	113787	COVETRUS NORTH AMERICA	FH92537	6/3/2026	VET MEDICAL SUPPLIES	313.20	313.20
	Voucher:							
400092	6/12/2026	141175	COWBOYS ROOFING	1-00257225	6/5/2026	REFUND C&D DEPOSIT BLD26-0	500.00	500.00
	Voucher:							
400093	6/12/2026	141183	DANCEONE TOURS, LLC	6/8/26	6/8/2026	SETTLEMENT - DANCE COMPET	6,833.50	6,833.50
	Voucher:							
400094	6/12/2026	113992	DANIEL, JOHN	7/14 - 7/16/26	6/1/2026	MEALS,TRAVEL - ABC BACKGRO	198.97	198.97
	Voucher:							
400095	6/12/2026	131494	DANIELS TIRE SERVICE, INC.	200572970	6/5/2026	PARTS & LABOR	1,221.26	1,221.26
	Voucher:							
400096	6/12/2026	110663	DATAPROSE	DP2602503	5/31/2026	UTILITY BILLING - PRINT AND MA	6,966.17	6,966.17
	Voucher:							
400097	6/12/2026	140164	DAVID HAASE MD PC	2026-05	6/4/2026	EMERGENCY MEDICAL DIRECTC	2,916.67	2,916.67
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400098	6/12/2026	136841	DELUXEBASE (USA) INC.	INV/2026/01588	5/13/2026	GIFT STORE ITEMS	871.68	871.68
	Voucher:							
400099	6/12/2026	136434	DIGITAL PHOTO GRAPHICS	3151	6/1/2026	CHANGE ORDER #3, 6/10/25~	1,328.00	
	Voucher:			3152	6/1/2026	CHANGE ORDER #3, 6/10/25~	1,328.00	2,656.00
400100	6/12/2026	141180	DOLMUZ, SELENA	2015076.002	6/8/2026	REFUND SECURITY DEPOSIT PE	55.00	55.00
	Voucher:							
400101	6/12/2026	109820	DOWNEY PATRIOT, THE	112423	5/21/2026	COMMUNITY DEV - SUMMARY O	320.00	320.00
	Voucher:							
400102	6/12/2026	126175	EASTSIDE WINDOW CLEANING	41425	6/2/2026	CLEAN EXTERIOR WALLS IN & C	425.00	425.00
	Voucher:							
400103	6/12/2026	120072	EUROGRAPHICS	178059	5/12/2026	GIFT STORE ITEMS	538.81	538.81
	Voucher:							
400104	6/12/2026	101588	EWING IRRIGATION PRODUCTS I	30223079	5/11/2026	SUPPLIES - YARD STOCK	1,403.56	
	Voucher:			30484258	5/29/2026	SUPPLIES - YARD STOCK	1,311.58	2,715.14
400105	6/12/2026	106567	FIVESTAR RUBBER STAMP CO	80272	6/4/2026	CUSTOM STAMPS FOR PAKS AN	49.49	
	Voucher:			80113	5/21/2026	CUSTOM STAMPS FOR PD	21.59	71.08
400106	6/12/2026	137866	FLOCK SAFETY	INV-94362	5/18/2026	AUTOMATED LICENSE PLATE RE	42,000.00	42,000.00
	Voucher:							
400107	6/12/2026	124664	FM THOMAS AIR CONDITIONING	49466	5/8/2026	HVAC MAINTENANCE 07/01/2025	3,326.00	3,326.00
	Voucher:							
400108	6/12/2026	101693	FRANCHISE TAX BOARD	Ben1776248	6/12/2026	FRANCHISE TAX BOARD: PAYME	385.34	385.34
	Voucher:							
400109	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-197-2111/MAY	5/12/2026	562-197-2111-021225-5 - 5/12 - 6/1	2,270.41	2,270.41
	Voucher:							
400110	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-150-9696/MA\	5/25/2026	209-150-9696-103097-5 - 5/25 - 6/	1,022.64	1,022.64
	Voucher:							
400111	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-904-7148/MA\	5/28/2026	562-904-7148-111301-5 - 5/28 - 6/2	440.89	440.89
	Voucher:							
400112	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-622-0936/MA\	5/16/2026	562-622-0936-101216-5- 5/16 - 6/1	418.79	418.79
	Voucher:							
400113	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-861-0772/MA\	5/28/2026	562-861-0772-111390-5 - 5/28 - 6/2	390.61	390.61
	Voucher:							
400114	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-151-3878/JUN	6/1/2026	209-151-3878-072492-5 - 06/01 - 0	344.58	344.58
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400115	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-904-7226/MA\	5/16/2026	562-904-7226-102715-5 - 5/16/26 -	231.26	231.26
	Voucher:							
400116	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-923-3780/MA\	5/25/2026	562-923-3780-092606-5 - 5/25 - 6/	219.19	219.19
	Voucher:							
400117	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-861-2180/MA\	5/28/2026	562-861-2180-031897-5 - 05/28 - 0	208.03	208.03
	Voucher:							
400118	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-197-0775/MA\	5/13/2026	562-197-0775-021219-5 - 05/13 - 0	199.16	199.16
	Voucher:							
400119	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-862-8493/MA\	5/22/2026	562-862-8493-061307-5 - 5/22 - 6/	198.22	198.22
	Voucher:							
400120	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-197-0773/MA\	5/13/2026	562-197-0773-020819-5 - 05/13 - 0	192.85	192.85
	Voucher:							
400121	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-197-0774/MA\	5/13/2026	562-197-0774-021219-5 - 05/13 - 0	192.85	192.85
	Voucher:							
400122	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-197-0776/MA\	5/13/2026	562-197-0776-020819-5 - 05/13 - 0	180.22	180.22
	Voucher:							
400123	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-070-7094/MA\	5/28/2026	209-070-7094-120513-5 - 5/28 - 6/	178.09	178.09
	Voucher:							
400124	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-041-3991/MA\	5/28/2026	209-041-3991-121213-5 - 5/28 - 6/	178.09	178.09
	Voucher:							
400125	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-904-1650/APF	5/28/2026	562-904-1650-050710-5 - 5/28 - 6/	169.67	169.67
	Voucher:							
400126	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-869-2070/MA\	5/28/2026	562-869-2070-082517-5 - 5/28 - 6/	152.29	152.29
	Voucher:							
400127	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-151-3860/MA\	5/19/2026	209-151-3860-122278-5 - 5/19 - 6/	151.66	151.66
	Voucher:							
400128	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-869-2810/APF	5/28/2026	562-869-2810-071196-5 - 5/28 - 6/	150.88	150.88
	Voucher:							
400129	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-069-8936/MA\	5/28/2026	209-069-8936-102307-5 - 5/28 - 6/	141.63	141.63
	Voucher:							
400130	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-622-0825/JUN	6/2/2026	562-622-0825-060917-5 - 6/02 - 7/	135.40	135.40
	Voucher:							
400131	6/12/2026	128119	FRONTIER COMMUNICATIONS	213-034-3734/MA\	5/28/2026	213-034-3734-101807-5 - 5/28 - 6/	129.57	129.57
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400132	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-862-7119/MA\	5/25/2026	562-862-7119-033078-5 - 5/25 - 6/2	122.02	122.02
	Voucher:							
400133	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-861-6950/JUN	6/2/2026	562-861-6950-060717-5 - 6/2 - 7/1/	118.60	118.60
	Voucher:							
400134	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-622-4731/MA\	5/28/2026	562-622-4731-112097-5 - 5/28 - 6/2	110.82	110.82
	Voucher:							
400135	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-151-3882/MA\	5/22/2026	209-151-3882-042793-5 - 5/22 - 6/2	93.40	93.40
	Voucher:							
400136	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-150-2669/MA\	5/22/2026	209-150-2669-042793-5 - 5/22 - 6/2	89.33	89.33
	Voucher:							
400137	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-150-2691/MA\	5/22/2026	209-150-2691-011894-5 - 5/22 - 6/2	89.33	89.33
	Voucher:							
400138	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-151-3861/MA\	5/13/2026	209-151-3861-092084-5 - 05/13 - 6	86.98	86.98
	Voucher:							
400139	6/12/2026	128119	FRONTIER COMMUNICATIONS	213-048-4050/MA\	5/25/2026	213-048-4050-100807-5 - 5/25 - 6/2	84.53	84.53
	Voucher:							
400140	6/12/2026	128119	FRONTIER COMMUNICATIONS	213-034-3726/JUN	6/1/2026	213-034-3726-100907-5 - 06/01 - 6	84.53	84.53
	Voucher:							
400141	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-151-3865/JUN	6/1/2026	209-151-3865-033088-5 - 06/01 - 0	84.53	84.53
	Voucher:							
400142	6/12/2026	128119	FRONTIER COMMUNICATIONS	209-151-3867/JUN	6/1/2026	209-151-3867-110593-5 - 06/01 - 6	82.95	82.95
	Voucher:							
400143	6/12/2026	128119	FRONTIER COMMUNICATIONS	562-806-0815/MA\	5/13/2026	562-806-0815-092910-5 - 05/13 - 0	75.18	75.18
	Voucher:							
400144	6/12/2026	124920	FUN EXPRESS	74216891301	5/11/2026	GIFT STORE ITEMS	479.24	479.24
	Voucher:							
400145	6/12/2026	124345	GALLS, LLC	35273013	6/5/2026	VELCRO TIE WITH BUTTONHOLE	31.99	
	Voucher:			35153952	5/26/2026	OVERWATCH MESSENGER	107.74	139.73
400146	6/12/2026	139849	GENERAL CODE, LLC	PG000047044	5/31/2026	SUPPLEMENT PROJECT NO.3	3,907.50	3,907.50
	Voucher:							
400147	6/12/2026	133759	GIL, JACOB	7/27 - 08/07/26	5/25/2026	MOTORCYCLE TRAINING INSTRU	860.00	860.00
	Voucher:							
400148	6/12/2026	118888	GLENDALE ADVENTIST OCC MEI	06/01/26	6/2/2026	ANNUAL PHYSICAL EXAM - FD	8,395.00	8,395.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400149	6/12/2026	101863	GOLDEN WEST PIPE & SUPPLY	631905	5/26/2026	SUPPLIES	10.21	10.21
	Voucher:							
400150	6/12/2026	141173	GONZALEZ-ZUNO, ESAU	2-00775188	6/5/2026	REFUND C&D DEPOSIT BLD26-0	2,500.00	2,500.00
	Voucher:							
400151	6/12/2026	140561	GPP ANALYTICS INC.	1226	5/31/2026	MAY 2026 - SEAACA PERFORMA	15,161.25	15,161.25
	Voucher:							
400152	6/12/2026	101882	GRAINGERS	9917900236	5/15/2026	SUPPLIES	248.86	248.86
	Voucher:							
400153	6/12/2026	115585	GUERRA, MARIO	6/2/26	6/8/2026	CEMETERY DOSTRICT REGULAI	50.00	50.00
	Voucher:							
400154	6/12/2026	141177	GUZMAN, MARISSA	5/30/26	6/5/2026	PER DIEM - MILEAGE - LIBRARY	14.65	14.65
	Voucher:							
400155	6/12/2026	121839	H & H NURSERY INC.	17435	5/19/2026	SUCCULENT	282.32	
	Voucher:			17442	5/27/2026	PLANTS	1,873.02	
				17441	5/27/2026	PLANTS	2,386.27	4,541.61
400156	6/12/2026	126176	HERNANDEZ, FRANCISCO JAVIEI	2026-02	5/15/2026	EXHIBIT REPAIRS	135.00	135.00
	Voucher:							
400157	6/12/2026	141168	HERNANDEZ, JAVIER	2-00766369	6/5/2026	REFUND C&D DEPOSIT BLD25-0	9,872.32	9,872.32
	Voucher:							
400158	6/12/2026	119247	HEYMAN, BRIAN	6/2/26	6/8/2026	CEMETERY DOSTRICT REGULAI	50.00	50.00
	Voucher:							
400159	6/12/2026	113767	HILL'S PET NUTRITION SALES IN	257315190	5/29/2026	PET SUPPLIES	836.65	
	Voucher:			257315193	5/29/2026	PET SUPPLIES	668.55	1,505.20
400160	6/12/2026	101999	HOME DEPOT	2543116	4/14/2026	SUPPLIES	167.64	
	Voucher:			8040579	4/28/2026	SUPPLIES	269.18	
				5034165	5/11/2026	SUPPLIES	81.08	
				2553383	4/24/2026	SUPPLIES	142.57	
				511001	4/26/2026	SUPPLIES	95.01	
				8033579	4/28/2026	SUPPLIES	10.12	
				9293480	4/17/2026	SUPPLIES	161.11	
				800937	4/16/2026	SUPPLIES	268.89	
				2554247	5/4/2026	SUPPLIES	378.52	
				1512595	5/5/2026	SUPPLIES	140.79	1,714.91
400161	6/12/2026	126110	HUNTINGTON BEACH FORD	5084157	12/9/2025	PARTS	404.06	
	Voucher:			5085730	3/5/2026	PARTS	30.98	435.04

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400162	6/12/2026	112945	INSIGHT PUBLIC SECTOR INC.	1030049194	5/31/2026	UPGRADE AND MODERNIZE POI	4,896.25	4,896.25
	Voucher:							
400163	6/12/2026	102200	JANI-KING OF CALIFORNIA INC	LAX06260033	6/1/2026	JUNE JANITORIAL SERVICES	745.13	745.13
	Voucher:							
400164	6/12/2026	134309	JAS PACIFIC	PC8188	6/5/2026	PROFESSIONAL SERVICES AGR	20,823.75	20,823.75
	Voucher:							
400165	6/12/2026	128896	JJ'S AUTO SERVICE, INC.	73944	6/4/2026	OIL CHANGE - '12 FORD	327.14	
	Voucher:			73890	5/1/2026	OIL, ENGINE FILTER CHANGE; V/	429.55	756.69
400166	6/12/2026	102318	JOHN L. HUNTER AND ASSOC., I	DOW1MS412602	6/8/2026	NPDES MS4 PERMIT COMPLIAN(	7,286.75	
	Voucher:			DOW1MS412603	6/8/2026	NPDES MS4 PERMIT COMPLIAN(	6,640.75	13,927.50
400167	6/12/2026	141161	JUAREZ, MARVIN	2-00776315	5/29/2026	REFUND C&D DEPOSIT BLD26-0	2,500.00	2,500.00
	Voucher:							
400168	6/12/2026	141178	KELLY, EDWARD	6/5/26	6/8/2026	6/20/26 FAN ZONE FIFA MURAL	2,500.00	2,500.00
	Voucher:							
400169	6/12/2026	116974	LANGUAGE LINE SERVICES	11950849	5/31/2026	TRANSLATION SERVICES	75.00	75.00
	Voucher:							
400170	6/12/2026	119403	LANGUAGE NETWORK , INC.	508472	5/26/2026	INTERPRETATION SERVICES - C	1,287.43	1,287.43
	Voucher:							
400171	6/12/2026	141167	LENG, TOMMY	1-00252887	6/3/2026	REFUND C&D DEPOSIT BLD25-0	29,666.70	29,666.70
	Voucher:							
400172	6/12/2026	132027	LEXISNEXIS, A DIVISION OF REL	3096476302	5/31/2026	CONTENT FEATURE, COURTLINI	311.00	311.00
	Voucher:							
400173	6/12/2026	102645	LIFE-ASSIST INC	2136654	6/3/2026	MEDICAL SUPPLIES FOR FY 25/2	687.24	
	Voucher:			2136911	6/4/2026	MEDICAL SUPPLIES FOR FY 25/2	91.46	
				2137354	6/4/2026	MEDICAL SUPPLIES FOR FY 25/2	566.98	1,345.68

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400174	6/12/2026	102516	LN CURTIS & SONS	INV1073830	5/29/2026	J. CHAE	553.88	
	Voucher:			INV1074675	5/29/2026	E. TORRES	351.24	
				INV1075508	6/2/2026	A. NAVARRO	23.54	
				INV1075460	6/2/2026	A. PAGNOTTA	195.32	
				INV1071850	5/22/2026	PELAYO	164.28	
				INV1071909	5/22/2026	K. KROESE	110.99	
				INV1072624	5/26/2026	R. CASTILLO	603.77	
				INV1072634	5/26/2026	R. MATUTE	100.17	
				INV1073334	5/27/2026	L. ENRIQUEZ	226.44	
				INV1073374	5/27/2026	A. RUIZ	159.84	
				INV1073449	5/28/2026	A. HONRATH	156.51	2,645.98
400175	6/12/2026	129199	LOPEZ, OSCAR	7/14 - 7/16/26	6/1/2026	ABC BACKGROUND CONFEREN	198.97	198.97
	Voucher:							
400176	6/12/2026	102733	LOS ANGELES COUNTY	RE-PW-26030905	3/9/2026	TS MAINT DDG THRU FEBRUAR	104.55	104.55
	Voucher:							
400177	6/12/2026	135342	MICHAEL BAKER INTERNATIONA	1289092	6/9/2026	PREPARATION FOR AN INITIAL S	4,882.00	4,882.00
	Voucher:							
400178	6/12/2026	124761	MISSION COMMUNICATIONS, LL	2023521	5/27/2026	UPGRADE SEWER OVERFLOW A	250.00	
	Voucher:			2023520	5/27/2026	UPGRADE SEWER OVERFLOW A	250.00	500.00
400179	6/12/2026	116215	MISSION LINEN SUPPLY	526156636	6/4/2026	LINEN MAINTENANCE	152.99	
	Voucher:			525982969	5/6/2026	LINEN MAINTENANCE	260.87	413.86
400180	6/12/2026	132076	MIYAKE, AKIHIRO	6/2/26	6/2/2026	REIMBURSE WORK BOOTS	350.00	
	Voucher:			6/3/26	6/3/2026	D4 RENEWAL	105.00	455.00
400181	6/12/2026	125050	MUNICIPAL MAINTENANCE EQUI	49903	5/29/2026	PARTS & LABOR	2,475.73	2,475.73
	Voucher:							
400182	6/12/2026	103221	NAPA AUTO PARTS	718917	5/28/2026	PARTS	294.33	
	Voucher:			718681	5/26/2026	PARTS	203.04	
				719035	5/28/2026	PARTS	404.05	
				717625	5/15/2026	PARTS	1,277.04	
				717976	5/19/2026	PARTS	167.21	2,345.67
400183	6/12/2026	140860	NATIONAL TRUCK 'N' TRAILER LL	19725	5/11/2026	PARTS & LABOR - EQUIPMENT R	355.13	
	Voucher:			19726	5/11/2026	PARTS & LABOR - EQUIPMENT R	278.04	
				19727	5/11/2026	PARTS & LABOR - EQUIPMENT R	489.39	
				19728	5/11/2026	PARTS	153.20	1,275.76

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400184	6/12/2026	141187	NGUYEN, TIFFANIE	22	6/4/2026	6/2 SUMMER READING PROGRA	250.00	250.00
	Voucher:							
400185	6/12/2026	126090	NIEMELA PAPPAS & ASSOCIATES	8559	6/1/2026	GENERAL ADVOCACY SERVICES	3,960.00	3,960.00
	Voucher:							
400186	6/12/2026	141174	O'DELL, JOHN	2-00776501	6/5/2026	REFUND C&D DEPOSIT BLD26-0	1,500.00	1,500.00
	Voucher:							
400187	6/12/2026	103346	OFFICE DEPOT INC	470532939001	5/22/2026	OFFICE SUPPLIES	85.24	
	Voucher:			469917231001	5/27/2026	OFFICE SUPPLIES	74.02	
				466885941001	4/20/2026	OFFICE SUPPLIES	379.42	
				469190323001		CREDIT MEMO- CITY HALL/CITY	-29.82	508.86
400188	6/12/2026	103346	OFFICE DEPOT INC	468595119001	5/15/2026	OFFICE SUPPLIES	81.00	81.00
	Voucher:							
400189	6/12/2026	131649	OROZCO'S AUTO SERVICE INC. [	80720	5/2/2026	2016 FORD F-350 A/C DIAGNOSIS	1,717.89	1,717.89
	Voucher:							
400190	6/12/2026	141184	PABST, KINNEY & ASSOCIATES	6/9/26	6/9/2026	PAYMENTS SENT THROUGH LOC	768.57	768.57
	Voucher:							
400191	6/12/2026	138180	PACHECO, SOCORRO	6/25 - 6/29/26	6/8/2026	CHILDREN'S LIBRARIAN ALA COI	430.00	430.00
	Voucher:							
400192	6/12/2026	141171	PANGILINAN, NESTOR & DAISY	2-00760024	6/5/2026	REFUND C&D DEPOSIT BLD24-0	5,351.93	5,351.93
	Voucher:							
400193	6/12/2026	141190	PEREZ, DON	6/2/26	6/2/2026	REIMBURSE CERT MONTHLY ME	233.43	233.43
	Voucher:							
400194	6/12/2026	134391	PIERCE, ERIC F.	6/2/26	6/8/2026	CEMETERY DOSTRICT REGULAI	50.00	50.00
	Voucher:							
400195	6/12/2026	136989	PLAYAWAY PRODUCTS LLC	535583	5/28/2026	GARDEN FRIENDS	62.99	62.99
	Voucher:							
400196	6/12/2026	134063	POLOMIK, BRYAN	MAY/26	5/28/2026	GAS REIMBURSEMENT TO FILL U	40.02	40.02
	Voucher:							
400197	6/12/2026	116468	POMINVILLE, JEAN	7/27 -7/31/26	6/1/2026	ADVANCED SMARTPHONE ANAL	270.15	270.15
	Voucher:							
400198	6/12/2026	125213	PRES TECH, INC.	INV-001561	6/2/2026	BATTERY WATER POWERED TAI	818.90	818.90
	Voucher:							
400199	6/12/2026	103657	PYRO-COMM SYSTEMS INC	72334	6/2/2026	FIRE ALARM MONITORING - FIRE	225.00	225.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400200	6/12/2026	125779	QUIROZ ELECTRICAL SERVICES	2358	4/23/2026	POWER FOR DATA BOX - WATEI	4,890.00	4,890.00
	Voucher:							
400201	6/12/2026	140141	RANDALL LAMB ASSOCIATES, IN(	117979	5/10/2026	PROFESSIONAL SERVICES TERI	1,600.00	1,600.00
	Voucher:							
400202	6/12/2026	122602	RAYNER, MICHAEL	6092026.6P	6/10/2026	6/9/26 SUMMER READING PROG	425.00	425.00
	Voucher:							
400203	6/12/2026	103753	REGENTS - UNIVERSITY OF CALI	12999965	6/5/2026	ONLAW PRO - 06/5/26 - 07/4/202(	184.00	184.00
	Voucher:							
400204	6/12/2026	134779	REGIONAL TAP SERVICE CENTEI	6027432	5/31/2026	MAY 2026 TAP SALES	168.00	168.00
	Voucher:							
400205	6/12/2026	138501	RENEWELL FLEET SERVICE LLC	11314	5/29/2026	PARTS & FREIGHT	1,041.36	
	Voucher:			11326	6/1/2026	PARTS & FREIGHT	250.16	1,291.52
400206	6/12/2026	110414	RESOURCE BUILDING MATERIAL	4213940	5/26/2026	BULK BAG INFIELD MIX	103.93	103.93
	Voucher:							
400207	6/12/2026	103816	RIO HONDO COMMUNITY COLLE	2526-RG-DOWNE	4/10/2026	WEAPONS FIRING RANGE FEES	3,600.00	3,600.00
	Voucher:							
400208	6/12/2026	122187	RMI INTERNATIONAL	49211	4/30/2026	SECURITY GUARD SERVICES FC	11,156.61	
	Voucher:			49213	4/30/2026	SECURITY GUARD SERVICES FC	10,196.48	
				49212	4/30/2026	SECURITY GUARD SERVICES FC	21,998.10	43,351.19
400209	6/12/2026	141182	RODRIGUEZ, FRANCISCA	2015044.002	6/2/2026	REFUND SECURITY DEPOSIT PE	55.00	55.00
	Voucher:							
400210	6/12/2026	121638	ROSS, BRITTIN	5/29/26	6/1/2026	CONTRACTED VET DUTIES	1,000.00	1,000.00
	Voucher:							
400211	6/12/2026	103935	RPW SERVICES INC	50715	5/7/2026	05/07/26 - TREE HEALTH PROGR	4,420.00	
	Voucher:			50815	5/14/2026	05/14/26 - TREE HEALTH CARE P	260.00	4,680.00
400212	6/12/2026	133050	RUCOBO, MOISES	2-00771887	6/5/2026	REFUND C&D DEPOSIT BLD25-0	2,500.00	2,500.00
	Voucher:							
400213	6/12/2026	103959	S&J SUPPLY COMPANY, INC	S100271605.001	5/19/2026	SUPPLIES	4,397.27	
	Voucher:			S100271839.001	5/22/2026	SUPPLIES	2,509.82	
				S100272318.001	6/2/2026	SUPPLIES	4,996.49	11,903.58
400214	6/12/2026	132936	SAGECREST PLANNING & ENVIR	5740	4/30/2026	PROFESSIONAL PLANNING STAI	19,050.00	19,050.00
	Voucher:							
400215	6/12/2026	135629	SALAZAR, MARCO	MAY-JUN/26	6/2/2026	MILEAGE REIMBURSEMENT	90.37	90.37
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400216	6/12/2026	104036	SANTA ANA COLLEGE	73934	5/26/2026	BASIC ACADEMY 269 - 11/4/25 - 5	4,071.00	
	Voucher:			73933	5/26/2026	PRE ACADEMY 269 - 10/13/25 -10	345.00	4,416.00
400217	6/12/2026	138951	SDI PRESENCE LLC	22816	5/31/2026	ERP REPLACEMENT CONSULTIN	7,987.50	7,987.50
	Voucher:							
400218	6/12/2026	141188	SEISMONOS, INC.	1359381-784701 -	6/9/2026	DEPOSIT FOR OZOMATLI PERFC	13,500.00	
	Voucher:			1359381-784801 -	6/9/2026	FINAL PAYMENT - OZOMATLI PEI	13,500.00	27,000.00
400219	6/12/2026	123517	SEIU 721	Ben1776256	6/12/2026	SEAACA DUES: PAYMENT	1,051.16	1,051.16
	Voucher:							
400220	6/12/2026	138695	SEPULVEDA, ALEXANDRA	4/25 - 4/26/26	6/2/2026	MILEAGE - CITY OF STEM/EXPO:	46.40	46.40
	Voucher:							
400221	6/12/2026	135734	SKALE, DAVID	10304	6/6/2026	6/6 SUMMER READING PROGRA	525.00	525.00
	Voucher:							
400222	6/12/2026	104196	SOUTH COAST AIR QUAL MGMT I	4713269	4/16/2026	AQMD FEE 7/1/25 - 6/30/26 - PW	172.49	
	Voucher:			4711640	4/16/2026	AQMD FEE 7/1/25 - 6/30/26 - FIRE	172.49	
				4724158	5/1/2026	AQMD FEE 7/1/25 - 6/30/26 - THE	172.49	517.47
400223	6/12/2026	104208	SOUTHERN CALIFORNIA EDISON	700348564995/MA	5/27/2026	700348564995 - 04/23 - 05/21/26	31.13	
	Voucher:			700266575242/MA	5/27/2026	700266575242 - 04/23 - 05/21/26	28.90	
				700604332171/MA	5/28/2026	700604332171 - 04/24 - 05/25/26	4,068.82	
				700621619288/MA	6/1/2026	700621619288 - 4/28 - 05/27/26	5,324.98	
				700564703126/JU	6/1/2026	700564703126 - 05/01 - 05/31/26	261.64	
				700088035426/JU	5/28/2026	700088035426 - 4/24 - 5/25/26	5,183.26	
				700466444045/MA	6/1/2026	700466444045 - 4/27 - 05/26/26	35.58	14,934.31
400224	6/12/2026	104210	SOUTHERN CALIFORNIA GAS CC	050 006 7900 0/M	5/28/2026	050 006 7900 0 - 4/23 - 05/26/26	622.70	
	Voucher:			106 606 6000 1/AF	5/27/2026	106 606 6000 1 - 4/22 - 05/22/26	198.90	
				081 506 8000 0/M	5/28/2026	081 506 8000 0 - 04/23 - 05/26/26	41.92	
				094 173 9371 8/M	5/28/2026	094 173 9371 8 - 4/23 - 05/26/26	660.58	
				098 306 6300 2/M	5/28/2026	098 306 6300 2 - 4/23 - 05/26/26	44.15	1,568.25
400225	6/12/2026	141013	SRD ELECTRIC INC.	INV0297	5/22/2026	INSTALL NEW CIRCUIT IN MAIN E	2,575.00	2,575.00
	Voucher:							
400226	6/12/2026	134449	ST. FRANCIS ELECTRIC, LLC	240510436	4/30/2026	PREVENTATIVE MAINTENANCE -	11,459.00	11,459.00
	Voucher:							
400227	6/12/2026	112322	STANDARD INS CO - UNIT 22, PO	Ben1776214	6/12/2026	LIFE INS & AD&D: PAYMENT	8,325.32	
	Voucher:			Ben1776224	6/12/2026	LTD INSURANCE CITY: PAYMENT	9,411.34	17,736.66
400228	6/12/2026	130597	STANDARD INS CO-, POLICY 643(	Ben1776222	6/12/2026	STANDARD ADL LIFE INS POST T	4,341.52	4,341.52
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400229	6/12/2026	119069	STAY GREEN INC.	124144	5/29/2026	MAY 2026 - LANDSCAPE MAIN C(	1,035.00	1,035.00
	Voucher:							
400230	6/12/2026	107355	STERICYCLE, INC	8014274551	5/10/2026	MEDICAL WASTE SERVICES	81.24	81.24
	Voucher:							
400231	6/12/2026	104283	STERLING SECURITY SYSTEMS	46889	5/1/2026	ALARM MONITORING SERVICES	1,055.00	1,055.00
	Voucher:							
400232	6/12/2026	122277	SUN DIGITAL CONSULTING, A CO	4889	6/1/2026	UNLIMITED SUPPORT, OFFSITE	1,769.00	1,769.00
	Voucher:							
400233	6/12/2026	141165	SUTUC, TERESA	2-00757602	5/1/2026	REFUND C&D DEPOSIT BLD24-0	2,902.14	2,902.14
	Voucher:							
400234	6/12/2026	141164	TATE TALENT AND EVENTS, INC.	308180	6/9/2026	6/20 FIFA FAN ZONE LIVE PERFC	2,000.00	2,000.00
	Voucher:							
400235	6/12/2026	135376	TCM, J. GALT, INC.	1721	5/30/2026	WATER SYSTEMS MAINTENANC	7,000.00	7,000.00
	Voucher:							
400236	6/12/2026	133654	TELEFLEX LLC	9511658750	6/2/2026	EZ-IO 45MM & 15 MM NEEDLES	3,674.41	
	Voucher:			9511658752	6/2/2026	EZ-IO POWER DRIVER	998.78	4,673.19
400237	6/12/2026	124421	TETRA TECH, INC.	52596205	6/3/2026	CIP NO.20-35 FIRESTONE BLVD.	37,895.00	37,895.00
	Voucher:							
400238	6/12/2026	130483	THE ADVANTAGE GROUP	Ben1776210	6/12/2026	TAG FLEX125 MEDICAL PRE TAX	18,847.06	18,847.06
	Voucher:							
400239	6/12/2026	121979	THE COUNSELING TEAM INT'L	INV110158	6/4/2026	CONTRACTED COUNSELING FF	375.00	375.00
	Voucher:							
400240	6/12/2026	138291	THE FERGUSON GROUP, LLC	INV6535	6/8/2026	PROFESSIONAL SERVICE AGRE	6,000.00	6,000.00
	Voucher:							
400241	6/12/2026	118909	THE PIN CENTER	626007	6/1/2026	AMERICA 250TH PINS	1,660.00	1,660.00
	Voucher:							
400242	6/12/2026	116871	THE REGENTS OF THE UNIVERS	3013-1607	6/1/2026	SERVICE AGREEMENT FOR CON	7,041.11	7,041.11
	Voucher:							
400243	6/12/2026	116078	THOMSON REUTERS	853658000	6/1/2026	SOFTWARE SUBSCRIPTION	616.09	616.09
	Voucher:							
400244	6/12/2026	103017	TIME WARNER CABLE	064962501060126	6/1/2026	064962501 - 06/01 - 06/30/26	244.99	
	Voucher:			188353901052126	5/21/2026	188353901 - 05/22 - 06/21/26	125.62	370.61
400245	6/12/2026	133557	TLC ANIMAL REMOVAL SERVICE	3726	6/5/2026	ANIMAL REMOVAL SERVICES - M	4,000.00	4,000.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400246	6/12/2026	124672	T-MOBILE USA INC.	993029675/MAY26	5/21/2026	993029675 - 4/21 - 05/20/26	112.55	112.55
	Voucher:							
400247	6/12/2026	124672	T-MOBILE USA INC.	L2605290331	5/29/2026	TIME DIFFERENCE OF ARRIVAL :	50.00	50.00
	Voucher:							
400248	6/12/2026	139371	TORRES, ANTHONY	7/22 - 7/24/26	6/1/2026	SFST - MEALS & TRAVEL	132.08	132.08
	Voucher:							
400249	6/12/2026	141172	TRANS STATE CONSTRUCTION	2-00775469	6/3/2026	REFUND C&D DEPOSIT BLD25-0	7,415.53	7,415.53
	Voucher:							
400250	6/12/2026	134802	TRIPEPI, SMITH AND ASSOCIATE	17244	5/31/2026	GENERAL ACCOUNT SUPPORT	325.00	325.00
	Voucher:							
400251	6/12/2026	104601	U.S. POSTAL SERVICE	PERMIT #5443 26	5/20/2026	USPS MARKETING MAIL PERMIT	370.00	370.00
	Voucher:							
400252	6/12/2026	104574	UNDERGROUND SERVICE ALERT	25-263927	6/1/2026	STATE FEE FOR REGULATORY C	91.53	
	Voucher:			520260258	6/1/2026	DWN01 NEW TICKET CHARGES	287.35	378.88
400253	6/12/2026	120080	UNIFORM DEPOT INC., DBA: MR.	9484	5/15/2026	R. LANDERS	364.54	
	Voucher:			9485	5/15/2026	C. HOLUBETS	412.04	
				9486	5/15/2026	D. KENNEDY	375.59	
				9487	5/15/2026	A. MATAS	364.54	
				9488	5/15/2026	C. GUERRA	1,749.81	
				9507	5/19/2026	A. ROJAS	1,335.95	
				9503	5/22/2026	R. RAMIREZ	44.20	
				9504	5/22/2026	T. CHAVARRIA	947.65	
				9505	5/26/2026	L. ENRIQUEZ	218.68	
				9506	5/26/2026	D. MENDOZA	314.59	
				9508	6/4/2026	P. ROBLES	946.38	7,073.97
400254	6/12/2026	105981	UNIQUE MANAGEMENT, SERVICE	6160240	6/1/2026	MAY 2026 PLACEMENTS	244.65	244.65
	Voucher:							
400255	6/12/2026	126723	UNITED PACIFIC SERVICES, INC.	26-0509-1	5/9/2026	TREE TRIMMING SERVICES 7/1/2	11,240.00	11,240.00
	Voucher:							
400256	6/12/2026	126723	UNITED PACIFIC SERVICES, INC.	26-0515-1	5/15/2026	TREE TRIMMING SERVICES 7/1/2	10,508.00	
	Voucher:			26-0523-1	5/23/2026	TREE TRIMMING SERVICES 7/1/2	4,850.00	15,358.00
400257	6/12/2026	104595	UNITED PARCEL SERVICE	501YY1176 2026	4/25/2026	DELIVERY SERVICE	25.00	25.00
	Voucher:							
400258	6/12/2026	104603	UNITED WAY OF GREATER L A	Ben1776240	6/12/2026	UNITED WAY: PAYMENT	2.50	2.50
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
400259	6/12/2026	139399	URBINA, GABRIELA	4/26/26	6/2/2026	MILEAGE - CITY OF STEM/EXPO	18.85	18.85
	Voucher:							
400260	6/12/2026	141170	VALDEZ, ERNESTO	1-00240935	6/5/2026	REFUND C&D DEPOSIT BLD24-0	4,187.57	4,187.57
	Voucher:							
400261	6/12/2026	117053	VALENZUELA, BLANCA	MAY/26	6/2/2026	HOWDY GROOMING	115.00	115.00
	Voucher:							
400262	6/12/2026	139059	VALINO, CRYSTAL	5/27/26	6/1/2026	CONTRACTED VET DUTIES	1,000.00	1,000.00
	Voucher:							
400263	6/12/2026	111329	VCA CODE GROUP	40-26002-01	4/25/2026	PROFESSIONAL STAFFING SERV	7,800.00	
	Voucher:			40-26002-02	5/31/2026	PROFESSIONAL STAFFING SERV	27,798.43	35,598.43
400264	6/12/2026	132112	VERIZON CONNECT NWF, INC.	625000073849	6/1/2026	100000188676 - 05/01 - 05/31/26	223.30	
	Voucher:			314000086869	6/1/2026	100000175537 - 05/01 - 05/31/26	207.35	430.65
400265	6/12/2026	112607	VERIZON WIRELESS	6143289125	5/10/2026	742047419-00001 - 4/11 - 5/10/26	261.93	
	Voucher:			6144724646	5/28/2026	270145074-00025 - 4/29 - 5/28/26	30.02	
				6144724629	5/28/2026	270145074-00001 - 4/29 - 05/28/26	3,042.54	
				6144724630	5/28/2026	270145074-00002 - 04/29 - 5/28/26	1,470.40	
				6144724631	5/28/2026	270145074-00003 - 04/29 - 5/28/26	2,966.52	
				6143205200	5/10/2026	242074529-00001 - 04/11 - 05/10/2	199.73	
				6144724647	5/28/2026	270145074-00026 - 04/29 - 05/28/2	40.01	8,011.15
400266	6/12/2026	138152	VILMA DIAZ Y LA SONORA	05/26/26	6/8/2026	PERFORMANCE LOS ANGELES	5,000.00	5,000.00
	Voucher:							
400267	6/12/2026	128600	WHITE CAP, LP	50037211940	5/27/2026	SUPPLIES	524.58	524.58
	Voucher:							
400268	6/12/2026	104798	WHITTIER FERTILIZER CO	438932	5/19/2026	FINE COVER MULCH	382.09	
	Voucher:			439083	5/22/2026	FINE COVER MULCH	640.90	1,022.99
400269	6/12/2026	104808	WILLDAN ASSOCIATES	424103	5/29/2026	INSPECTION & MATERIALS TEST	2,814.28	2,814.28
	Voucher:							
400270	6/12/2026	119439	WOW TOYZ	100058	5/8/2026	GIFT STORE ITEMS	3,095.30	3,095.30
	Voucher:							
400271	6/12/2026	141179	WOZINSKI, JORDAN KENT	5/23/26 & 5/30/26	6/5/2026	MAY 2026 PAPERMAKING/DRAW	174.21	174.21
	Voucher:							
400272	6/12/2026	124678	YOUNGBLOOD & ASSOCIATES	2806A	6/5/2026	POLYGRAPH EXAMINATION SER	350.00	350.00
	Voucher:							
400273	6/12/2026	138125	Z3 SAFETY	INV-11383	5/27/2026	CAL/OSHA 3400 FIRST AID CABI	95.00	95.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
30004722	6/12/2026	102097	INTERNAL REVENUE SERVICE	Ben1776266	6/12/2026	FEDERAL TAX: PAYMENT	367,178.20	367,178.20
	Voucher:							
30004723	6/12/2026	101533	EMPLOYMENT DEVELOPMENT D	Ben1776268	6/12/2026	STATE TX: PAYMENT	122,734.23	122,734.23
	Voucher:							
30004725	6/12/2026	133773	SLS EXPERTPAY	Ben1776272	6/12/2026	CHILD SUPPORT: PAYMENT	1,929.90	1,929.90
	Voucher:							

Sub total for BANK OF THE WEST: 1,359,008.88

279 checks in this report.

Grand Total All Checks: 2,756,584.06

Item No. 6.

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:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CHAMBERS GROUP, INC. FOR ENVIRONMENTAL SERVICES AND A PROFESSIONAL SERVICES AGREEMENT WITH G3 QUALITY, INC. FOR SPECIAL INSPECTION SERVICES FOR THE INSPIRATION SHUTTLE EXHIBIT AND EDUCATION BUILDING, CAPITAL IMPROVEMENT PROJECT NO. 21-18**

EXECUTIVE SUMMARY

The City Council will consider approving a professional services agreement with Chambers Group, Inc. for Environmental Services in the amount of $25,121, and approving a professional services agreement with G3 Quality, Inc. for Special Inspection Services in the amount of $149,734 for the Inspiration Shuttle Exhibit and Education Building, Capital Improvement Project (CIP) No. 21-18. The expansion of the existing Columbia Memorial Space Center will create two new buildings, the larger of which will be home to the Space Shuttle Inspiration mock-up and several education exhibits. This contract and these services are necessary for the construction of the buildings and all pertinent improvements to complete the museum expansion. Full construction is anticipated to begin in summer 2026 and be completed by December 2027.

RECOMMENDATION

That the City Council:

1. Award a professional services agreement to Chambers Group, Inc. for Environmental Services in the amount of $25,121;

2. Authorize the City Manager, or his designee, to execute the Professional Services Agreement with Chambers Group, Inc. for Environmental Services in the amount of $25,121, including any non-substantive extensions, change orders, purchase orders, and amendments as deemed necessary;

3. Award a professional services agreement to G3 Quality, Inc. for Special Inspection Services in the amount of $149,734; and,

4. Authorize the City Manager, or his designee, to execute the Professional Services Agreement with G3 Quality, Inc. for Special Inspection Services in the amount of $149,734, including any non-substantive extensions, change orders, purchase orders, and amendments as deemed necessary.

BACKGROUND

The Columbia Memorial Space Center is embarking on a second building expansion project (Project) to create a hub of creative and critical thinking for the youth and families of Southeast Los Angeles. This Project intends to create an integrated campus that includes a new building dedicated to bringing the community together through hands-on, minds-on learning to serve the region. The expansions includes: (1) a 39,725 square-foot building that will house the Space Shuttle “Inspiration” along with several exhibits, (2) a 15,300 square-foot building that will include two youth STEM classrooms, and (3) outdoor gathering spaces.

To date, there has been significant work to get the project ready for construction bid, including:

- In January 2022, LPA, Inc, the project Architect, began the design of the Project.
- Also in 2022, Rachlin Partners LLC/Huckabee, the Project Management/Construction Management firm, began providing its management services.
- In 2023, UltraSystems, Inc, the Environmental Consultant, began the environmental analysis of the Project.
- In 2024, Knight Building Systems, the Pre-Engineered Metal Building (PEMB) manufacturer, began its design of the PEMB structure for the building.
- On June 9, 2026, the City Council approved a Construction Contract with Bernards Bros for the construction of the expansion.

Today, the contractor, Bernards, is preparing to mobilize for construction while Knight Building System is currently completing the fabrication of the PEMB structure offsite.

ANALYSIS

Environmental Services Professional Services Agreement

Construction of the Project will require ongoing compliance with the Mitigation Monitoring and Reporting Program (MMRP) adopted with the Initial Study/Mitigated Negative Declaration certified for the Project. The MMRP includes mitigation measures addressing biological resources (MM BIO-1), cultural and paleontological resources (MM CUL-1 through MM CUL-3 and MM GEO-1), and tribal cultural resources (MM TCR-1 through MM TCR-7). Implementing these measures requires a qualified environmental consultant to perform preconstruction nesting bird surveys, deliver Worker Environmental Awareness Program (WEAP) training, provide on-call archaeological and paleontological response, coordinate Native American monitors, and document compliance throughout construction. Because these services are professional in nature and require specialized technical qualifications, the City procured a specialized consultant with the required expertise to provide these services.

On March 2, 2026, staff issued Request for Proposals No. 25-006 for Environmental Mitigation Monitoring and Reporting Program Services for the Space Shuttle Exhibit and Education Building. Proposals were received through PlanetBids on March 23, 2026. The City received five (5) proposals from the following firms: Chambers Group, Inc.; ECORP Consulting, Inc.; Eyestone Environmental; Sapphos Environmental, Inc.; and UltraSystems Environmental, Inc.

An evaluation committee comprised of City staff reviewed and scored each proposal using the criteria identified in the RFP, weighted as follows: Project Understanding and Approach (30%), Experience with Similar Projects (30%), Qualifications of Project Team Members (30%), and Overall Quality and Completeness of Proposal (10%).

Based on the evaluation, staff recommends award of the Environmental Services Professional Services Agreement to Chambers Group, Inc. Chambers Group is a California-based, SBE-certified firm with over 46 years of environmental consulting experience and a long-standing record of mitigation monitoring on complex, high-profile public projects. Chambers Group's relevant experience includes ongoing archaeological, paleontological, and tribal cultural resources monitoring at the San Onofre Nuclear Generating Station decommissioning and similar MMRP implementation assignments throughout Southern California. They have demonstrated that they are capable of administering the MMRP and providing the specialized monitoring services required to maintain compliance with the Project's environmental commitments.

Special Inspection Services Professional Services Agreement

Chapter 17 of the California Building Code requires special inspection and materials testing for designated structural systems, including the steel, concrete, masonry, and seismic force-resisting elements incorporated into the Space Shuttle Exhibit and Education Building. The project plans identify continuous and periodic inspections that must be performed by an approved special inspection agency, in addition to laboratory testing of soils, concrete, reinforcing steel, structural steel, masonry, and other materials. Because these services are professional in nature and require specialized technical qualifications, the City procured a specialized consultant with the required expertise to provide these services.

On March 18, 2026, staff distributed a Request for Proposals for Special Inspection and Materials Testing Services to on-call firms. Proposals were received on April 8, 2026. The City received three (3) proposals from the following firms: G3 Quality, Inc.; MTGL, Inc.; and Willdan Geotechnical Services.

An evaluation committee comprised of City staff reviewed and scored each proposal using the criteria identified in the RFP, weighted as follows: Project Understanding and Approach (30%), Experience with Similar Projects (30%), Qualifications of Project Team Members (30%), and Overall Quality and Completeness of Proposal (10%).

Based on the evaluation, staff recommends award of the Special Inspection Services Professional Services Agreement to G3 Quality, Inc. G3 Quality is a California-based, SBE-certified firm with over 25 years of experience providing special inspection and materials testing for public agency projects, with local laboratory and inspection resources in Cerritos supported by additional facilities in Redlands, Bakersfield, and Sacramento. They have demonstrated that they are capable of delivering the special inspection and materials testing services required to verify code compliance and support successful Project delivery.

Full construction is anticipated to begin in summer 2026 and be completed by December 2027, with an expected grand opening in Summer 2028.

The second building expansion project represents a key milestone of Phase 1 of the Columbia Memorial Space Center Capital Campaign program. Completion of the construction of the second building expansion and the concurrent restoration of the Space-shuttle Inspiration, which will be housed within the facility, constitutes the completion of Phase I of the project. Phases II and III will follow thereafter. Funding for the follow-on phases of the project, to raise the approximate need of $20 million, is currently underway.

CITY COUNCIL PRIORITIES

Quality of Life, Safety & Infrastructure
Public Engagement

FISCAL IMPACT

Approval of the recommended action will result in an expenditure of approximately $26,103,809 as shown in the table below:

Description	Amount
Design and Preliminary Engineering	$1,500,000
Design and Fabrication of PEMB	$3,876,254
Construction Contract	$17,957,000
Contingencies (10%)	$1,795,700
Environmental Services	$25,121
Special Inspection Services	$149,734
Construction Engineering and Contract Administration	$800,000
Total Project Cost:	**$26,103,809**

There will be sufficient fund balances for the recommended actions as shown in the table below:

Account No.	Funding Source	Amount
26-1-6829	CA State Natural Resources Grant GF1909-0	$5,000,000
26-1-6829	CA State Natural Resources Grant GF2337-0	$2,718,000
26-1-6829	HUD Grant B-23-CP-CA-0201	$1,000,000
40-1-6829	Capital Projects Fund	$14,672,455
	Future Funding - Fundraising Efforts Underway	$2,713,354
	Total Project Funding:	**$26,103,809**

Attachments

Attachment A: PSA - Chambers - Environmental - CIP 21-18

Attachment B: PSA - G3 - Special Inspection - CIP 21-18

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

CITY OF DOWNEY
PROFESSIONAL SERVICES AGREEMENT
WITH CHAMBERS GROUP, INC,
FOR ENVIRONMENTAL CONSULTING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this **23rd** day of **June, 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 **Chambers Group, Inc.** a California corporation with its principal place of business at **3151 Airway Ave, STE F208, Costa Mesa, CA 92626** ("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 **Environmental Consulting** 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 **Environmental Consulting** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Shuttle Exhibit and Education Building Project, CIP No. 21-18** (“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 **Environmental Consulting** services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 23, 2026** to **June 30, 2028**, 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.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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.

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

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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 **Matthew Baumgardner, Public Works Director/City Engineer**, 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 **Mike McEntee, CEO**, 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 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

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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 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.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

(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.

Technology Professional Liability Errors and Omissions Insurance. If appropriate to the Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private 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.

a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Consultant.

c. The Insurance obligations under this Agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this Agreement.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, 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.]

3.2.10.4 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 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,

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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.

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;

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

(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 compensation shall not exceed **Twenty Five Thousand One Hundred Twenty One Dollars ($25,121)** 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.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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 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.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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:

Chambers Group, Inc.
Airway Ave, STE F208
Costa Mesa, CA 92626
Phone: (949'0 261-5414
Attn: Mike McEntee, CEO

City:

City of Downey
11111 Brookshire Avenue
Downey, California 90241
Phone: (562) 904-7286
Attn: City Manager

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

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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 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,

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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 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

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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.

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,

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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.

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.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

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.

CITY OF DOWNEY,
a California municipal corporation and charter city

By: Signed by: Roger Bradley 51216E62A5BC46F...
Roger Bradley
City Manager

Attest:

Maria Alicia Duarte, CMC
City Clerk

Approved as to Form:

Signed by: John M. Funk 2113120E28854FB...
John M. Funk
City Attorney

CHAMBERS GROUP, INC.,
a California corporation

By: Signed by: Mike McEntee 44429/E1FBD743A...
Mike McEntee
Its: CEO

Attest:

Secretary

Approved as to Form:

Legal Counsel

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

EXHIBIT "A"
SCOPE OF SERVICES, SCHEDULE OF SERVICES, AND RATES

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

CHAMBERS GROUP

RFP NO. 25-006
ENVIRONMENTAL MMRP FOR THE SPACE SHUTTLE EXHIBIT AND EDUCATION BUILDING
CITY OF DOWNEY

AN EMPLOYEE-OWNED COMPANY
ESOP
CGI

CA DGS CERTIFIED
SBE
CGI

MARCH 23, 2026

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Cover Letter

March 23, 2026

Matthew Baumgardner, P.E.
Director of Public Works/City Engineer
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

RE: RFP No. 25-006 Environmental MMRP for the Space Shuttle Exhibit and Education Building

Dear Matthew Baumgardner,

Chambers Group, a California-based firm with over 46 years of experience with headquarters in Costa Mesa and offices in Los Angeles and San Diego, is excited to submit our proposal to serve as a qualified Cultural Resources consultant for the Environmental Mitigation Monitoring and Reporting Program (MMRP) for the Space Shuttle Exhibit and Education Building Project (Project) for the City of Downey (City).

This project resonates deeply with Chambers Group because our history with the Space Shuttle program began at its very inception. Starting around 1978, and continuing through the early 1980s, we supported environmental monitoring efforts tied to the construction of infrastructure required to receive Shuttle components at Vandenberg Air Force Base. Working in remote coastal environments and demanding marine conditions, our team delivered rigorous environmental documentation that satisfied regulatory concerns while keeping a nationally significant project moving forward. That work required real-time problem solving under challenging field conditions—remote access across gated pasturelands and notoriously rough coastal waters—where divers and small craft operations continuously adapted to wind, surge, and safety constraints while still producing defensible documentation for resource agencies. This early experience established a culture we continue to bring to projects today: be prepared, stay calm under pressure, and deliver compliance work that stands up to scrutiny.

Chambers Group appreciates that successful MMRP implementation is both technical and practical—it requires clear planning, consistent communication, and fast, field-tested decision-making when site conditions change. Our team will support the City's construction schedule through MMRP implementation, delivering disciplined project management and compliance mitigation support that protects the City's commitments.

For this Project, our Cultural Resources team can promptly respond and provide the appropriate cultural resources support, as well as provide Native American coordination and consultation support. Our experienced staff is well-versed in supporting the review and preparation of California Environmental Quality Act (CEQA) documents/checklists and any related cultural resources services. We bring a highly skilled team of experts in these fields with local experience, able to provide the City with legally defensible documents and archaeological support in compliance with all established measures.

We are excited to propose for this project not only because it is an important community investment, but because it reflects our history— where disciplined environmental compliance and practical problem solving helped enable one of the most iconic programs in American aerospace. We look forward to partnering with the City of Downey and helping deliver the Space Shuttle Exhibit and Education Building with complete and well-documented environmental compliance.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Our headquarters and principal place of business is located at 3151 Airway Ave., Ste F208, Costa Mesa, CA, 92626. Project Manager Lucas Tutschulte can be reached at (858) 541-2800, x7114, and via email at ltutschulte@chambersgroupinc.com. Our Tax ID Number is 330283470.

As CEO, I can make legally binding commitments for the firm. In addition, we acknowledge the receipt of Addendum 1, and this proposal will be firm and valid for a period of 90 days. If you have any questions or wish to further discuss our abilities and approach, you may reach Lucas at the above email or phone number, or me at mmcentee@chambersgroupinc.com (949) 261-5414.

Sincerely,

CHAMBERS GROUP, INC.

Mike McEntee, CEO

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Understanding of Need

Ability to conduct cultural resources compliance and monitoring activities for projects in construction phases

As a comprehensive environmental consulting firm with over 46 years of experience, Chambers Group, Inc., is a Small Business Enterprise (SBE). We offer a full complement of dedicated staff members who have successfully executed hundreds of cultural resource projects in full compliance with the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), and CEQA including the full range of cultural resources services.

Federal, state, and municipal agencies have been relying on Chambers Group to keep them in compliance with applicable federal, State, and/or local cultural resource laws, regulations, and guidelines for four decades. We deliver scientific objectivity and credible, easily readable, and legally defensible technical environmental documents. Our expertise enables us to advise clients on complex federal, state, and local regulations and legislation.

Our Cultural Resources Department has a full complement of experienced technical and support staff, including Secretary of the Interior Qualified Archaeologists, Historians, and Architectural Historians, as well as human osteologists/biological anthropologists, and a deep bench of experienced on-call cultural resource professionals. Chambers Group staff are highly regarded experts in the cultural resource management industry and regularly contribute to the science and practice of archaeology within the context of project compliance and construction monitoring.

The Team has experience with the preparation and implementation of all varieties of Cultural Resources Management Plans (CRMPs), (mitigation, monitoring, discovery, and treatment plans), archaeological monitoring, and working in tandem with Native American monitors to ensure compliance with tribal cultural resources mitigation requirements as well.

Chambers Group employs a fully digital workflow for data collection and management to improve the quality of data collected in the field while simultaneously making the process more efficient. The result is our ability to deliver a higher-quality product to our clients at a better value. Our platform streamlines data collection, eliminates re-work and error, and produces report-ready data from the start, resulting in rapid deliverable turnaround times, improving upon traditional data collection and reporting methods.

Chambers Group's digital platform allows a seamless communication interface with the entire Chambers Group team—in the field and in the office. All phases of project work use an interconnected, real-time workflow and are virtually failsafe.

Chambers Group develops and implements necessary mitigation, monitoring, or treatment plans as necessary on a project-by-project basis. We can develop and implement Cultural Resources Worker Environmental Awareness Programs (WEAP) through the preparation and production of a presentation that serves as a tool for construction contractors and Cultural Resource Monitors to use in worker environmental education program training. The program instructs construction personnel about sensitive cultural resources, related procedures, and protocols to follow before any emergency or maintenance activities. The effectiveness of the training program is monitored through performance tracking and feedback.

In addition to the presentation, Chambers Group can compile detailed information on all mitigation measures and requirements that can be provided to Construction Supervisors and monitors. Also, the team can prepare an abbreviated cultural resource WEAP manual/pamphlet (2-3 pages), which provides a summary of cultural/paleontological resource mitigation requirements, including photos and descriptions of the types of resources to likely to occur within project areas. These manuals can be distributed to all project personnel during their training presentation at the initial environmental orientation and can include contact information for applicable City staff, Native American monitor(s), and Chambers Group personnel.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

To ensure the recognition of potential cultural resources by non-technical construction personnel, Chambers Group will provide cultural resources sensitivity training for personnel working on project construction. The purpose of this training will be to instruct project personnel on the sensitivity of cultural resources in the project area, protocols for stopping work and notification in the event of findings, and to provide an overview of the laws that govern cultural resources, as well as to introduce them to the Tribe's perspective on potential impacts. Individuals from potentially affected tribes will be invited to contribute to this training.

A cultural resource discovery could be prehistoric or historic in age. Examples include:

- An accumulation of shell, burned rocks, or an area of charcoal or very dark stained soil with, or without, artifacts (such features could be cultural middens or hearths).
- Stone tools or waste flakes (projectile points, arrowheads, or debitage).
- Buried railroad tracks, decking, or other industrial materials such as machine parts, storage containers, water tanks, or other buildings that appear to be older than 50 years.
- Bones or small pieces of bone (human or faunal remains).
- Clusters of tin cans or bottles (refuse dumps), historic construction materials or agricultural equipment that appear to be older than 50 years.

Chambers Group's In-house laboratory facilities

Chambers Group has a secure, 2,400-square-foot laboratory near our Costa Mesa office. The lab space includes a large sink with a sediment trap, size-grading equipment, microscope, artifact photography station, computer workstations, artifact racks for cataloging and analysis, and storage space for housing collections while projects are still in progress. We also have a large reference library for artifact analysis and identification. Having our own lab (instead of outsourcing) allows us to expedite processing, control the process, and maintain the project schedule.

Scope of Services

Task 1: Project Management and MMRP Administration

This Project Management task includes a nominal number of hours to address the necessary Project Management support throughout the Project construction phase(s) that will require compliance with the Project Mitigation Measures (MMs), as outlined in the RFP. This task includes time and costs for up to 50 hours of Project Management to support the necessary coordination and communication to execute all tasks outlined below, in addition to the requested general MMRP administration support for the City. This includes time for necessary task tracking, budget management, invoice reviews, and related coordination. This task also includes time for the Chambers Group Project Manager to support the City with the necessary coordination and communication with the tribal monitor(s) to help ensure compliance with MM Tribal Cultural Resources (TCR)-1 through 7.

As the RFP and related documentation provided did not include Project construction schedule details, this task scope and cost assume a duration of up to 3 months of ground disturbing construction activity (up to 60 days; assuming standard 5-day work weeks, 8-hour workdays, and no weekend, holiday, or overtime work). Per the RFP, this support shall include regular reporting to the City to confirm ongoing compliance with the MMRP and detailing monitoring actions, responsible parties, and enforcement statuses. Chambers Group assumes that this can be provided with weekly email summary updates to inform the City of ongoing compliance and related activity for the previous week's activity. Based on the duration assumptions applied, this task includes up to 12 weekly summary updates to the City. If the construction schedule exceeds the

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

assumed 3-month duration, or if Project Management support exceeds the assumed nominal number of hours included with this task for any reason, a change order will be required to address the additional costs.

Assumptions

- The City will provide Chambers Group with confirmation on the Project footprint and all Project-related technical study documentation to inform the services requested and proposed herein.
- The City and/or its contractors will provide Chambers Group with more detailed construction schedule information to inform the requested MMRP administration support proposed.

Task 2: Biological Resources Monitoring

Task 2A: Nesting Bird Survey and Report

We understand that a preconstruction nesting bird survey is required per MM BIO-1. Qualified Chambers Group biologists will conduct a preconstruction survey for nesting birds protected by the Migratory Bird Treaty Act (MBTA), California Department of Fish and Game(CDFG) Code 3503 and 3503.5, Federal Endangered Species Act (ESA), California Endangered Species Act (CESA), and other regulations within the proposed Project area and will include a buffer area of 500-feet.

If work occurs during the nesting bird breeding season (generally from February 15 through August 31) of any given year, Chambers Group will conduct a nesting bird survey within the Project site within 7 days before the start of construction activities, to locate any active nests or nest building behavior within and immediately adjacent to the Project site. The survey will be conducted within the Project site and will include a 300-foot buffer for passerines and a 500-foot buffer for raptors, where feasible (Survey Area). Any private property or areas not safely accessible on foot will be surveyed using binoculars. Any active nests or nest building behavior observed during the survey will be documented, and corresponding GPS coordinates will be recorded. Photographs will also be taken to document the active nests observed within the Project site and vicinity. Active nests will be identified by the presence of eggs or young in the nest, white-wash around or below the nest, and/or adults actively bringing nesting material or food to a nest. If an active nest or nests are found, the biologist will map and delineate an avoidance buffer: construction activities shall stay outside of a suitable avoidance buffer (e.g. 300-foot buffer around the active nest, and a 500-foot buffer for common raptors). If the avoidance buffer impedes construction, the avoidance buffer may be able to be reduced depending on the tolerance of the species to the work occurring, and at the discretion of the qualified biologist (agency approval may also be required). No construction shall occur within the avoidance buffer until a qualified biologist has determined that the nest is no longer active. Weekly monitoring will be conducted to determine the status of the nest and determine when the nesting is complete so project activities within the avoidance buffer can resume under Task 2B. Chambers Group will provide an email regarding the results of the nesting bird survey within 24-hours of the survey and will provide GPS coordinates of any active nest location.

Following the preconstruction nesting bird survey, Chambers Group will prepare a summary report documenting the results of the survey. The report will include GPS coordinates for the location of active nests that were present, if found. If no nests were observed, the report will state that no impacts to active nests are anticipated for the proposed project. The report will include up to three graphics including a vicinity map, an active nest location map (if found), and photographs of the site. Chambers Group will recommend protective measures to minimize disturbance to these species during construction activities. If an active nest is observed, the species, nest status, and estimated fledge date will be included in the report. In addition, Chambers Group will discuss areas within the Project site that may be more prone to nests and provide recommendations on how to deter birds from nesting in these areas. The report will contain up to 5 pages of text, including maps and figures.

Schedule and Deliverables: The preconstruction nesting bird survey will be conducted after receiving the notice to proceed. A preconstruction nesting bird survey will be conducted no more than 7 days prior to the

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

start of construction. Following the preconstruction nesting bird survey, a draft report of the survey efforts will be provided to the City within one week of the survey.

Task 2B: Nest Monitoring and Reporting (as needed)

Biological monitors will be available on an as-needed basis. The biological monitor will implement and document compliance with Project avoidance and minimization measures listed in the MM's and environmental resource agency permits. Measures to be implemented when monitoring may include the following:

- Delineate an avoidance buffer around an active nest or a "no activity" buffer zone.
- Conduct periodic monitoring of the active nest and determine when nesting is complete so project activities can resume.
- Document that construction activities comply with the MMs.

For each day the biologist is in the field or required for on-call activities, a daily log will be completed to document biological monitoring activities, protected species observations, protective mitigation measures implemented, or any other relevant biological data. Representative photographs will be taken during monitoring efforts.

Assumptions

- The daily rate for Task 2A assumes eight field hours and includes vehicle use and fuel, personal protective equipment, data management, GIS time, and project management time. If additional time is required to complete the surveys, Chambers Group will discuss the additional scope and provide a change order if necessary.
- Task 2A includes one nesting bird survey. If additional surveys are needed, Chambers Group can provide a change order.
- The cost for Task 2B includes a total of 5 half-days of nest monitoring for one biological monitor. The daily rate assumes three field hours and includes vehicle use and fuel, personal protective equipment, data management, GIS support, and project management time. If additional nest monitoring days are required, Chambers Group will discuss the additional scope and provide a change order if necessary.
- This scope of work does not include a Nesting Bird Management Plan (NBMP)or Nest Buffer Reduction Plan. If required, Chambers Group will be pleased to prepare these Plans as a separate scope of work.
- This cost estimate does not include protocol-level surveys for listed or otherwise special status species, coordination with federal or state agencies in the event active nests or special status species are found in the Project area, or the preparation of a special status species management plan. If required, Chambers Group will be pleased to provide these services under a separate cost and scope of work.
- Chambers Group assumes that, by receipt of notice to proceed, full access to the Project area will be provided, including keys to locked gates. Should Chambers Group staff be denied access to the property at the time prearranged, the additional costs incurred by our staff will be billed separately on a time-and-materials basis.
- The cost and schedule are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by agency coordination needs and other circumstances. Chambers Group will endeavor to perform the services and accomplish the objectives within the costs and schedule; however, if the scope of work or schedule changes, Chambers Group reserves the right to revise our costs accordingly.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

- GIS data must be submitted in one of the following formats: (1) All Environmental Systems Research Institute (ESRI), AutoCAD compatible; (2) AutoCAD (.dwg or .dxf); or (3) Microstation (.dgn). Acceptable image formats include: (1) TIF, (2) JPG (J-Peg), (3) SID (Mr. SID), and (4) ECW. If data cannot be exported to one of these formats and it is necessary for Chambers Group to translate the file into a different format, the additional time will be billed on a time-and-materials basis.

Task 3: WEAP Support

Per the RFP and MM CUL-1, Chambers Group cultural resources specialists, under the direction of the Secretary of the Interior's (SOI) Qualified Archaeologist and Society of Vertebrate Paleontology (SVP) Qualified Paleontologist, will prepare a WEAP Training brochure to be distributed to all Project contractors, subcontractors, and supervisors. The brochure will include pictures and information to help contractor staff in identifying characteristics of cultural and paleontological resources with potential to occur within the Project site, as well as conveying the required avoidance and applicable notification protocols to protect resources if any potential resources are encountered during construction. In addition, the brochure will include general best management practices (BMPs) and relevant contact information. A WEAP Training sign-off sheet will be filled out by each member attending the WEAP training and will be submitted to the City. The draft WEAP document will be submitted to the City for final approval.

Per MM CUL-1 all Project Personnel (including temporary contractors and subcontractors) shall receive WEAP training on the first day of construction activities, conducted in-person on the Project site by a SOI Qualified Archaeologist or SVP Qualified Paleontologist. As such, the cost estimate provided for this task includes the necessary time and related costs for travel to and from the Project site and conducting in-person WEAP training by a single Chambers Group Qualified individual (SOI Qualified Archaeologist or SVP Qualified Paleontologist).

Deliverables: This task scope and cost include preparation and production of up to 50 copies of the WEAP training brochures, and the necessary sign-off sheets utilized to document WEAP training to remain on-site throughout the duration of construction activity. Chambers Group will submit a draft brochure to the City within 2 weeks of receiving Notice to Proceed (NTP). A final version of the WEAP brochure will be submitted within 1 week after receiving all City comments.

Assumptions

- This proposal assumes that all Project-related archaeological and paleontological technical study documentation prepared for the Project can be provided by the City. This documentation may be utilized to inform the WEAP and on-call mitigation support as needed.
- This proposal assumes a single Qualified Staff (SOI Qualified Archaeologist or SVP Qualified Paleontologist) shall provide a single in-person WEAP training at the onset of applicable construction activity. If both Qualified staff individuals are required or if additional WEAP trainings are required by Chambers Group staff, a change order will be required to address the additional costs.

Task 4: On-Call Cultural/Paleontological Resources Mitigation Support

Per the RFP and MM CUL-2 and GEO-1, Chambers Group will provide the applicable Qualified Staff (SOI Archaeologist and/or SVP Paleontologist) to provide the necessary initial response and mitigation support in the event of an inadvertent discovery of archaeological or paleontological resources during construction. This includes initial on-site assessments and related consultation support to maintain compliance with the related Project MMS pertaining to cultural and paleontological resources.

Per the RFP, Chambers Group understands archaeological and paleontological monitoring is not needed unless a potential resource is uncovered during project activities. In the event of discovery, we will deploy an SOI Qualified Archaeologist and/or SVP Qualified Paleontologist to the Project site. The applicable Qualified staff will conduct the necessary initial significance assessment and related protocols, notification, and/or consultation requirements to ensure compliance with CEQA and the Project MMs and recommend the next

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

appropriate steps based on the initial assessment of the discovery. This includes setting up the 30 or 50-foot exclusion zone around discovery, in conformance with applicable MMs (CU-1, TCR-1). This on-call support applies to MM CUL-3 and TCR-7, and the potential discovery of human remains as well. Chambers Group staff are well-versed in implementing the necessary legal protocols and procedures if a discovery of human remains is encountered during construction.

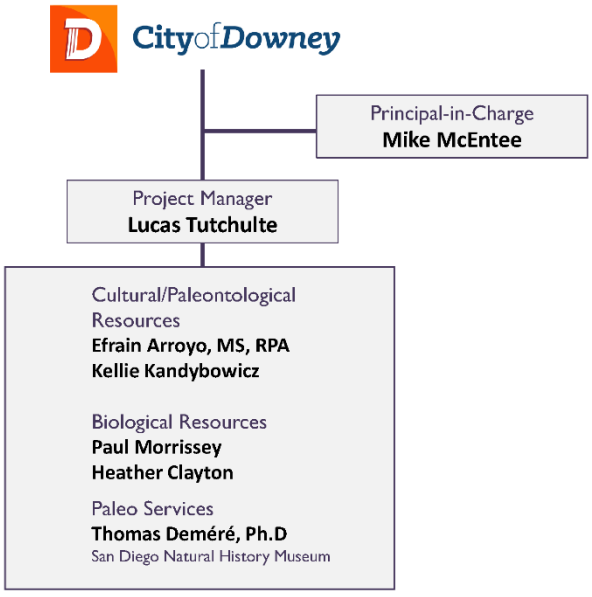
The cost estimate includes a single response event and initial assessment of inadvertent discovery by the applicable Qualified staff, to be applied as needed to address potential discoveries during Project ground disturbing construction activities. The cost estimate includes time and costs for initial request response coordination, the necessary time and related costs for travel to and from the Project site, time for discovery assessment, and all related on-site consultation and notifications, as well as follow-up email notifications for documentation purposes.

If the discovery is determined significant, and avoidance is not feasible, all subsequent requirements will be determined via consultation between Chambers Group Qualified staff, the City, any participating Native American entities as necessary, and shall be based on the nature and disposition of the discovery. As such, any further support, including any necessary resource documentation or the preparation and implementation of any necessary mitigation, treatment, or data recovery plans, and all associated reporting shall require a change order. If additional response events are subsequently required, the same costs estimated for this on-call support can be applied to a change order.

Assumptions

- This task scope and cost assume up to one single response event, by the applicable Qualified Staff. This cost can apply as needed to subsequent change orders, if additional responses are required due to the unanticipated discovery of resources.
- This proposal does not include cultural or paleontological resources testing, data recovery, technical reporting, monitoring, or similar programs.

Key Personnel



Chambers Group Cultural Resources Team Lead and proposed Project Manager, Lucas Tutschulte, is an experienced archeologist and project manager. The Project will also be supported by Efrain Arroyo, a SOI Qualified Archaeologist and Principal Investigator, and Cultural Resource Specialist Kellie Kandybowicz. Our

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

team also includes Paul Morrissey, Biology Lead, and Heather Clayton, both experienced Biologists. In addition, we have included Dr. Tom Deméré, Director of PaleoServices at the San Diego Natural History Museum (SDNHM). Full resumes are located in the Appendix.

Relevant Experience

San Onofre Nuclear Generation Station Mitigation Measure Compliance Support, San Diego County, CA

Client: SDS Reference: Brian Couture, Environmental Manager; 860-604-6217; bwcouture@energysolutions.com

Total Fees: $1,246,932.00, Dates: 01/2025 to Present

Chambers Group is providing archaeological and paleontological monitoring for cultural and tribal resources coordination support for onshore work at the San Onofre Nuclear Generating Station (SONGS). Services include, in accordance with the final Mitigation and Monitoring Plan (MMP), archeological monitors during all ground disturbing activities that may exceed 3 feet, and paleontological monitors during all ground disturbing activities.

In June 2013, Southern California Edison (SCE) submitted a Certification of Permanent Cessation of Power Operations to the Nuclear Regulatory Commission (NRC), certifying that the company has permanently ceased power operations of SONGS Units 2 and 3. As part of the Decommissioning General Contractor environmental team, Chambers Group has assisted with environmental permitting and compliance strategies, including key CEQA and NEPA-related documents.

Since decommissioning activities commenced in 2019, Chambers Group has provided all archaeological and paleontological compliance monitoring required in conformance with all applicable Project mitigation measures and related mitigation plans and programs adopted for the Project. This includes compliance with all agency requirements for monitoring, associated daily reporting, and coordination as needed with all necessary agency personnel. Chambers Group archaeological and paleontological monitors also support the Air Quality mitigation compliance by conducting the necessary air quality monitoring services. Chambers Group began this compliance support under contract with a different entity. As of January 2025, Chambers Group has been providing archaeological, paleontological, air quality, and biological resources compliance mitigation support under contract with SDS. To date, Chambers Group has successfully completed all necessary contracted mitigation support without any reported incidents of non-compliance and has helped the Project successfully stay on schedule and avoid unnecessary impacts to protected resources.

Superior Avenue Pedestrian and Bicycle Bridge, Newport Beach, CA

Client: City of Newport Beach, CA, Reference: Andy Tran, Senior Civil Engineer, (949) 644-3225, atran@newportbeachca.gov

Total Fees:400,458.00 Dates: 4/2019 – 2/2025

Chambers Group prepared all environmental documents to satisfy CEQA in support of the City of Newport Beach's Sunset Bridge pedestrian and bicycle bridge overcrossing at Superior Avenue near the intersection at Pacific Coast Highway in Newport Beach. The Project was to improve pedestrian and bicycle safety and access to Sunset Ridge Park, provide additional parking to better serve organized sporting events, and provide a small recreational component within undeveloped portions of the site.

Since construction of the bridge would be partially funded with federal Congestion Mitigation and Air Quality (CMAQ) funds, federal environmental clearance, mandated by the NEPA, was also required. Technical Studies (air quality, Greenhouse Gas (GHG), energy and noise analyses, initial site assessments, hazardous materials analysis, visual assessment, and photo simulations) and an Initial Study/Mitigated Negative Declaration (IS/MND) were prepared as appropriate CEQA documentation to provide the public and responsible agencies with information about potential environmental impacts associated with the Project. As a part of the NEPA documentation, Chambers Group was responsible for coordination with the California

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Department of Transportation (Caltrans) Local District and the resulting preparation of a Categorical Exemption (CE) as the appropriate form of documentation.

After providing the appropriate Cultural and Paleontological resources technical studies in support of the Project, Chambers Group supported the City by developing the necessary CRMP and PRMMP. Chambers Group subsequently provided all support to implement the CRMP and PRMMP, including providing both archaeological and paleontological monitors throughout excavation, grading, and trenching activities. During monitoring, significant paleontological resources were identified, and all necessary mitigation and treatment were carried out in compliance with the applicable mitigation measures and protocols outlined in the PRMMP. This included bulk sediment sampling that was performed with the ongoing construction activities without any unnecessary work stoppage or impact to the ongoing construction schedule.

The City and Project team were recognized by the American Society of Civil Engineers Orange County Branch 2025 for the Outstanding Bridge Project. The City formally dedicated the new Project with a ribbon-cutting ceremony in October 2024.

Camp Bashor Campground, Otay Lakes, San Diego County, CA

Client: San Diego-Imperial Council of the Boy Scouts of America (BSOA), Mark Claussen, PE, 858-254-8765, mark3446@gmail.com

Total Fees: $541,358.55; Dates: 11/2018 – 10/2024

The Boy Scouts of America Camp Bashor Project (formally known as the Otay Lakes Campground) is located at 2270 Wueste Road in Chula Vista, California, San Diego County. The Project is situated within a 69-acre parcel of County property, south of Otay Lakes County Park. Chambers Group provided cultural resources, Native American monitoring services, and final reports for the San Diego-Imperial Council of the BSOA, in Otay Mesa, San Diego County (County), California.

Chambers Group completed all initial technical studies for the proposed improvements to the Project in support of the IS and MND CEQA review prepared by Chambers Group. Chambers Group assessed the Proposed Project for potential impacts to cultural resources (including archaeological, historical, and tribal cultural) and paleontological resources. These studies were reviewed and approved by County of San Diego Subject Matter Experts (SMEs) and approved with all recommended mitigation related to each respective discipline.

Chambers Group was also employed to provide all required compliance with the adopted mitigation measures pertaining to cultural and paleontological resources. Before construction, Chambers Group provided cultural, paleontological, and tribal cultural resources sensitivity training to all construction personnel and monitors not trained in archaeology. The cultural training informed personnel of avoidance measures and procedures to be followed in the event of unanticipated discovery. Chambers Group Inc also provided the WEAP training to new on-site contractors.

Chambers Group archaeologists performed monitoring during the grading, excavation, and other ground-disturbing activities related to the construction of the Project. Activities included the development of new camping facilities, an archery range, a fire ring, and an amphitheater with an approximately 150-square-foot stage and seating for approximately 100 people. Six challenging outdoor personal experience (COPE) stations were constructed in addition to a permanent zipline structure.

During the activities of the Project, several previously undocumented cultural resources were observed, assessed, and appropriately documented. Because the proper procedures and mitigation measures were recommended by and executed correctly by our team, there were no unnecessary impacts to resources throughout all related construction activities. Additionally, because some of the newly identified resources were determined to be tribal cultural resources through the necessary County and tribal consultation, Chambers Group assisted with the repatriation that was coordinated with the Jamul Indian Village.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Kabian Park Restoration CEQA

Client: Riverside County Regional Park and Open-Space District, Luis Medina, 951-955-4726, lumedina@rivco.org

Total Fees: $49,971.00, Dates: 2/2021 – 2/2023

Chambers Group assisted Riverside County Regional Park & Open-Space District in preparing an IS/MND for the restoration of Roy W. Kabian Memorial Park. The Park is a 640.42-acre reserve located at 28001 Goetz Road in the City of Perris, California. The Park includes approximately 1 acre of developed space and 639 acres of hiking and equestrian trails owned and managed by RivCo Parks. As part of the Project, Chambers Group conducted Cultural and Paleontological Resources Analysis, and prepared and implemented a CRMP. Chambers Group conducted all related monitoring, ensuring compliance with the related Project mitigation measures and in conformance with the CRMP.

Cultural Resources Monitoring Report for the Chino Valley Fire Station No. 68 Project, San Bernardino County, California.

Client: PBK, Bernhard Wassink, LEED AP BD+C, 909-987-0909 x5638, Bernhard.Wassink@pbk.com

Total Fees: $163,454.00, Dates: 7/25 - Present

Chambers Group is providing Cultural Resources Monitoring for the Chino Valley Fire District. The Project plan includes the development and construction of an approximately 11,813-square-foot Fire Station No. 68 and the 6,332-square-foot Essential Resource Facility (ERF), which will be a new facility built by the City of Chino Hills in coordination with the District. Site improvements include approximately 56,115 square feet of hardscape, including visitor and secured parking areas, 88,600 square feet of landscaping, security fencing, concrete masonry site walls, a hose tower, an emergency generator, an aboveground fuel-dispensing tank, and carports with photovoltaic arrays.

Fee Proposal

The Fee Proposal is included in a separate file.

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Appendix A: Team Resumes

Lucas Tutschulte

Cultural Resources Department Lead/Overall Project Management

Education

BS, Anthropology emphasis in Archaeology; University of Kansas, 2006 Minor - Geography emphasis in Cultural Geography

Huaca de la Luna y Sol Project, Field School Program, 2005; Pontificia Universidad Catolica, Trujillo, Peru

Affiliations

Society for American Archaeology

Society for California Archaeology

Association of Environmental Professionals San Diego Chapter

Professional Experience

Lucas Tutschulte has 20 years of cultural resource management experience including prehistoric and historic period archeological sites. Lucas has extensive experience with general Project Management, leading archaeological field surveys, conducting cultural resources literature searches, historic/archival research, Native American coordination, site recordation and mapping, and construction monitoring. He has experience creating and implementing archaeological resource treatment plans; and is familiar with both laboratory, field testing and data recovery procedures throughout North America with the majority of experience within California. Lucas meets the Secretary of the Interior Professional Qualifications Standards for History. He maintains an understanding of relevant regulations and ordinances that affect cultural resources and historic properties. He has applied his understanding to a breadth of impacts assessments and determinations of eligibility across a range of administrative levels including local, state, and National Register of Historic Places (NRHP). Additionally, he has performed and directed cultural and historic resource investigations under Section 106 and 110 of the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), and the California Environmental Quality Act (CEQA), and the Secretary of Interior Standards for the Treatment of Historic Properties. Among the agencies served by Lucas are the Bureau of Indian Affairs (BIA), Department of Defense (DOD), Bureau of Land Management (BLM), National Park Service (NPS), California Energy Commission (CEC), Federal Communications Commission (FCC), California Department of Transportation (Caltrans), California Public Utilities Commission (CPUC), and the State Historic Preservation Offices of several different states throughout North America.

Project Experience

- Project Manager; San Onofre Nuclear Generation Station MM Compliance Support, San Diego County, CA
- Project Manager; Superior Avenue Pedestrian Bridge and Bikeway Project, City of Newport Beach, Orange County, CA
- Project Manager; Kabian Park Restoration Mitigation Monitoring Compliance Project, Riverside County Parks and Recreation, Menifee, Riverside County, CA
- Project Manager; Cultural Resources Monitoring Report for the Chino Valley Fire Station No. 68 Project, San Bernardino County, California.
- Boy Scouts of America, Camp Bashor, San Diego County, CA
- CEQA-NEPA Compliance Services for Willey Reservoir Bank Stabilization Project, Imperial Irrigation District, San Diego County, CA
- Monroe Storm Drain Stage 4 Project, Architectural History Survey and Assessment, Riverside County Flood Control and Water Conservation District, Riverside County, CA
- Community Road Widening Wetland Mitigation Project, Rick Engineering, City of Poway, San Diego County, CA
- General Plan Update EIR, City of Beaumont, Riverside County, CA

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Efrain Arroyo, MA, RPA

Cultural Resources Specialist/Principal Investigator

Education

Master of Arts, Anthropology, Binghamton University

Bachelor of Arts, Anthropology: Archaeology, California State University Dominguez Hills

Registrations

Registered Professional Archaeologist, 5966

Affiliations

Society for American Archaeology

Expertise

Writing: technical reporting, regulatory writing, proposal writing

Technical: GIS, GPS, drone piloting, records review, archival research

Archaeological: survey, site assessment, testing, data recovery, monitoring, photography, illustration,

Professional Summary

Efrain Arroyo is a Registered Professional Archaeologist (RPA) with 7 years of technical and research experience in environmental consulting and academic projects for government and private sector clients and universities throughout the U.S. and abroad. Efrain is skilled in project management, technical reporting, field investigations, and artifact analysis. He has served as principal investigator, project manager, project archaeologist, field director, and field technician for numerous monitoring, survey, testing, and data recovery projects throughout Southern California. Efrain meets the Secretary of the Interior's (SOI) Qualification Standards in archaeology and has a solid understanding of Section 106 and 110 of National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), and California Environmental Quality Act (CEQA).

Project Experience

- Cultural Resources Monitoring Report for the Chino Valley Fire Station No. 68 Project, San Bernardino County, California.
- Cultural Monitor, Washington Middle School Transformation Project, Long Beach Unified School District (LBUSD), Long Beach, CA
- Principal Investigator, Veterans Memorial Park Project, California Department of Parks and Recreation Office of Grants and Local Services (OGALS), La Puente, CA
- Principal Investigator / Field Director, Class III Cultural Resources Inventory for the Jacumba Gap Closure (Phase I and II) Project, U.S. Customs and Border Protection (CBP), Jacumba, CA
- Project Manager/Field Director, Table Mountain Road Maintenance Project, CBP, Jacumba, CA
- Project Archaeologist/Field Director, Class III Intensive Cultural Resources Inventory (Historic Architectural Survey) for the Grand Forks Border Patrol Station Annex, CBP, Grand Forks, ND
- Principal Investigator/Field Director, Class III Cultural Resources Inventory for the Gila to Knob 161-Kilovolt Transmission Line Rebuild Project, Western Area Power Administration (WAPA), Winterhaven and Quechan Reservation, CA
- Cultural Resources Specialist, Burbank Emergency Operations Center Project, Federal Emergency Management Agency (FEMA), Burbank, CA
- Cultural Resources Specialist, El Paso Sector Border Barrier Projects, CBP, Hidalgo and Luna Counties, NM
- Crew Chief/Field Technician, Sequoia National Forest Heritage Inventory Project, U.S. Forest Service, Tulare County, CA
- Cultural/Paleontological Monitor, McCanna Hills Mitigation Monitoring and Reporting Program (MMRP) Compliance Project, City of Perris Development Services Department, Perris, CA
- Cultural/Paleontological Monitor, Perris Logistics Center North Project, IDI Logistics, LLC, Perris, CA

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

CHAMBERS GROUP

Kellie Marie Kandybowicz

Cultural Resources Specialist

Education

BA, Anthropology, Emphasis: Archaeology, San Diego State University, 2015

AA, Behavioral Science-Anthropology, San Diego City College, 2012

Internship, San Diego Natural History Museum, Birds and Mammals Department, Paleontology Department, 2015

Registrations/Licenses

Certificate. Penn State World Campus, Geographic Information Systems (GIS), 2020

Qualified Stormwater Practitioner (QSP/D) Certificate Training, NPDES, 2019

California Environmental Quality Act (CEQA): A Step-By-Step Approach, UC Davis Extension, 2016

Training

OSHA 10-Hour Construction Industry Outreach Training Program – Construction, 2021

HAZ6 Air Quality Training, 2021

HAZWOPER 40-Hour Training, 2024

HAZWOPER First Responder Awareness (FRA)-1910.120 (q), 2024

Paleontological Monitor Training, Dudek, 2019

Affiliations

San Diego County Archaeological Society (SDCAS), Board of Directors, Secretary, Chair Nominating Committee, 2014; Second Vice President, 2015

Professional Summary

Kellie Kandybowicz has 16 years of archaeological work experience involving all components of cultural resource management and consulting. Kellie's experience includes authoring reports, drafting proposals, conducting CEQA-driven peer reviews, project task managing and scheduling, field directing, compliance monitoring (San Diego City Certified 9/2017), field excavation, land surveying, GIS mapping and data management, Tribal coordination, performing record searches at CA information centers, desktop literature reviews, and archaeological and paleontological laboratory processing, analysis, and curation. She is versed in Federal and California state laws and regulations. Her responsibilities range from field directing on large-scale renewable energy projects, supervising field staff and ensuring their safety, to providing efficiency for completion of various scales of projects within their projected scopes, to performing archaeological services throughout San Diego, Imperial, Ventura, Riverside, Los Angeles, Kern and San Bernardino counties. Kellie is an approved field director by the Bureau of Land management (BLM; 7/2021).

In addition to her formal education, Kellie attended multiple field schools abroad, including Greece, Spain and Togo, Africa. She had an internship at the Natural History Museum where she volunteered for 6 months, giving her a hands-on education regarding faunal remains ranging from land mammals to fish and birds. Additionally, Kellie interned at the San Diego State University Zooarchaeology lab where she became familiar with many marine species specific to the California coast and Channel Islands.

Project Experience

- Boy Scouts of America, Camp Bashor, San Diego County, CA
- San Onofre Nuclear Generation Station MM Compliance Support, San Diego County, CA
- Superior Avenue Pedestrian and Bicycle Bridge and Parking Lot Project, City of Newport Beach, Newport Beach, Orange County, CA
- Kabian Park Restoration Project, County of Riverside Regional Park and Open Space District, City of Perris, Riverside County, CA
- City of Beaumont Environmental On-Call, Beaumont, Riverside County, CA
- High Sands Car Wash Remodel and Retail Development Peer Review CUP-2020-0049, City of Beaumont, Riverside County, CA
- West Side Fire Station, City of Beaumont, Riverside County, CA
- Fontana Fire Station 80, City of Beaumont, Riverside County, CA
- Cultural – Major Environmental Projects and Environmental Clearance Support On-Call Consulting Services, Southern California Edison (SCE), San Diego County, CA
- Pentair Industrial Expansion, City of Moorpark, Ventura County, CA
- Everett Street Terraces, City of Moorpark, Ventura County, CA

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

CHAMBERS GROUP

Paul Morrissey

Director of Biology / Biological Services Lead

Education

MS, Biology, California State University, Dominguez Hills, 2005

BS, Biology, California State University, Dominguez Hills, 2001

Certifications

USFWS Permit, #TE182550-1, CDFW Scientific Collector's Permit, #SC-008151

Board of Directors, Los Cerritos Wetlands Trust

USACE, Wetland Training Institute, Wetland Delineator Certification

Desert Tortoise Surveying Techniques Workshop, Desert Tortoise Council, qualified desert tortoise biologist

CDFW authorized to take, possess, and transport flat-tailed horned lizards, 2007 Marvin M. Black Excellence in Partnering Award for the San Gabriel River Project

Southwestern Willow Flycatcher Workshop, Southern Sierra Research Station;

Basic Tracking, Earth Skills

Electrofishing and Fish Handling Techniques

Professional Experience

Paul Morrissey has more than 20 years of experience participating in and conducting terrestrial and aquatic/marine studies, with a comprehensive background in both collecting data and performing biological monitoring surveys. He is an experienced biologist, field manager, and project manager. He has coordinated with state and federal agencies to develop and implement effective mitigation and monitoring plans for listed and sensitive species and to ensure compliance with state and federal laws. Working on and managing complex projects in LACPW On-Call contracts for Program Development Division, Flood Maintenance, and Water Resources, as well as contracts for Los Angeles Sanitation District for almost two decades, he is familiar with the agencies' concerns and provides studies and analysis to support documents that satisfy CEQA compliance. He has conducted wetland delineations pursuant to Section 404 of the CWA and riparian delineations pursuant to Section 1601/1603 of the CDFW Code. He has also prepared jurisdictional delineation reports and prepared permit applications for the USACE, CDFW, and RWQCB. He has performed agency consultations, prepared CDFW and USFS and USFWS permits for state and federal-listed species and developed habitat mitigation monitoring plans and restoration plans for associated impacts. He has authored technical biological sections of IS/MNDs, EIRs, and Caltrans compliance documents such as NES and NES-MI. Paul has successfully negotiated mitigation measures with the agencies to receive authorization of construction projects.

Project Experience

- San Onofre Nuclear Generation Station Tribal Consultation, San Diego County, CA
- Otay Lakes Campground MND, County of San Diego, Boy Scouts of America, San Diego County, CA
- Heber 1 Repower Project, Ormat Nevada, Imperial County, CA
- On-Call for Environmental Consulting Services, City of Moorpark, Moorpark, CA
- On-Call Environmental Services, Los Angeles County Public Works (LACPW), Los Angeles County, CA
- On-Call Environmental Services, Orange County Public Works (OCPW), Orange County, CA
- Mountain View Affordable Housing Project, Lake Forest, CA

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Heather Clayton

Biologist/Botanist/Restoration Lead/Arborist

Education

MS, Biology, California State University, Fullerton, 2003

BA, Biology, Environmental Emphasis, Occidental College, Los Angeles, CA, 1999

Training

California Native Plant Society Vegetation Rapid Assessment Protocol for Vegetation Sampling Workshop

Certifications

ISA Certified Arborist WE-13716A

California Native Plant Society Certified Field Botanist CFB-0012

Plant Voucher Collecting Permit to Collect Voucher Specimens of State-Listed Endangered, Threatened and Rare Plants. No. 2081(a) 16 129 V.

CDFW Scientific Collection Permit No. SC-009907

California Native Plant Society Member

Southern California Botanists Member

California Society for Ecological Restoration Member

Professional Experience

Heather Clayton has 21 years of experience and serves as project manager and lead botanist/restoration ecologist on numerous habitat restoration and monitoring projects. She is responsive to stringent deadlines and works with her field team to see that tasks are handled efficiently and effectively at each project site. As a certified field botanist through the California Native Plant Society, and experienced in conducting rare plant surveys throughout California, Heather is an excellent asset to any project involving special status plant species. She can tailor in-depth habitat mitigation and monitoring plan for a variety of habitats in southern California including habitats along the coast within wetland communities and has been instrumental in implementing and monitoring the restoration effort for sites with unproductive/problematic soils, for sites in environmentally sensitive areas with special status plant species and for sites overrun with invasive weeds. She recognizes the early signs of site decline and knows what remedial actions to take before problems escalate. She communicates effectively with landscape contractors and agencies and is incredibly adept at maintaining budgets.

Project Experience

- Biological Services Lead, Superior Avenue Pedestrian and Bicycle Bridge, Newport Beach, Orange County, CA
- Biological Services, Implementation of Remaining Peninsular Bighorn Sheep Mitigation Measures, Sunrise Powerlink Project, San Diego Gas & Electric (SDG&E), San Diego County, CA
- Biological Services, Valido Trail Repair, Orange County Parks, Laguna Beach, Orange County, CA
- Senior Botanist, Restoration Ecologist, Project Manager, Sea Summit at Marblehead Coastal Development and Outlets Center, SunCal Companies/Lehman Bros./Taylor Morrison/Craig Realty, San Clemente, Orange County, CA
- Staff Biologist, Biological Resource Services for Newport Coast, General Assessment, City of Newport Beach, Newport Beach, Orange County, CA
- Field Manager, Senior Botanist, Big Tujunga Wash Mitigation Bank Area, Monitoring and Restoration, LACPW, Sunland, Los Angeles County, CA
- Field Manager, Staff Botanist, Big Tujunga Dam and Reservoir Cleanout Project, Phase II, Monitoring, LACPW, Sunland, Los Angeles County, CA
- Senior Biologist, On-Call Biological Services, Sanitation Districts of Los Angeles County, Los Angeles, CA

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

CHAMBERS GROUP

Tom Deméré, Ph.D.

Curator, Department of Paleontology, Director, Department of PaleoServices | **SDNHM**

Education

Education

Ph.D., Evolutionary Biology, University of California, Los Angeles, 1994

M.S., Geological Sciences, University of Southern California, 1978

B.S., Geological Sciences, San Diego State University, 1972

Certifications/Permits

Bureau of Land Management California State Office Paleontological Resource Use Permit CA-23-02P

County of Riverside Approved Environmental Compliance Consultant: Paleontological Resources

Orange County Public Works Certified Paleontological Principal Investigator

Affiliations

San Diego Association of Geologists, Member

Society of Vertebrate Paleontology, Member

Professional Summary

Principal paleontologist with paleontological resource consulting experience in central and southern California, with extensive background in paleontological impact assessment, paleontological field survey, paleontological impact mitigation, and monitoring techniques. He has assisted several municipalities in developing procedures for assessing, monitoring, and recovering fossil remains in construction settings. Dr. Deméré serves as scientific lead and is responsible for scientific research design, client communication, final review of project deliverables, and evaluating the significance of any discovered paleontological resources.

Project Experience

- Star Theater Historical Assessment and Mitigation, City of La Puente, CA
- Altadena Library District Architectural History Studies, Altadena Library District, Altadena, CA
- Sierra Avenue Widening Project, City of Fontana, City of Fontana, CA
- Village South Specific Plan, City of Claremont, Claremont, CA
- District-Wide Cultural and Paleontological Resources Assessment Update, Long Beach Unified School District, Los Angeles County, CA
- Citrus College 2020–2030 Educational and Facilities Master Plan Project, Citrus College District, Glendora, CA
- Historical Resources Assessment of Glendale Community College Verdugo Campus in Support of the 2019 Glendale Community College District Facilities Master Plan Update, Glendale Community College District, Glendale, Los Angeles County, CA
- Flintridge Preparatory School Historic Building Assessment, Flintridge Preparatory School, Los Angeles County, CA
- Cultural Resources Assessment Report for the North Chico Residential Development Project, Meridian Consultants, Los Angeles County, CA
- Historical Resources Assessment Report of Seven Buildings Located on the Los Angeles Valley College Campus, Los Angeles Community College District, Los Angeles County, CA
- Paradise Ranch Chino Hills Project EIR, City of Chino Hills, Chino Hills, CA
- Historical Resources Assessments in Support for various PG&E Projects, PG&E, Various Counties, CA
- Historical Resources Assessment in Support of the Santiago Dam Outlet Tower Replacement Project, Irvine Ranch Water District and Santiago Water District, Orange County, CA
- High Speed Rail Merced Station Relocation, California High Speed Rail Authority, Los Angeles County, CA

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Costa Mesa Glendale San Diego Pacific Northwest

COMPANY HEADQUARTERS
3151 AIRWAY AVENUE, SUITE F208
COSTA MESA, CA 92626

CHAMBERS GROUP

AN EMPLOYEE-OWNED COMPANY ESOP CGI

CA DGS CERTIFIED SBE CGI

www.chambersgroupinc.com

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

CHAMBERS GROUP

RFP NO. 25-006
ENVIRONMENTAL MMRP FOR THE SPACE SHUTTLE EXHIBIT AND EDUCATION BUILDING
CITY OF DOWNEY

AN EMPLOYEE-OWNED COMPANY
ESOP
CGI

CA DGS CERTIFIED
SBE
CGI

FEE PROPOSAL

MARCH 23, 2026

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Fee Proposal

The services described for all Tasks will be performed on a time and materials basis, based on the following not-to-exceed cost estimates.

Tasks	Cost
Task 1: Project Management and MMRP Administration	$9,450.00
Task 2: Biological Resources Monitoring	
Task 2A: Nesting Bird Suvey and Report	$2,970.00
Task 2B: Nest Monitoring and Reporting (as needed)	$6,949.00
Task 3: WEAP Support	$4,032.00
Task 4: On-Call Cultural/Paleontological Resources Mitigation Support	$1,720.00
Total	**$25,121.00**

Task Fee Breakdown		**Task 1:** Project Management and MMRP Administration		**Task 2A:** Nesting Bird Survey and Report		**Task 2:** Nest Monitoring and Reporting (as needed)		**Task 3:** WEAP Support		**Task 4:** On-Call Cultural/Paleontological Resources Mitigation Support		**Total Costs**
Staff	**Labor Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	
CR/Paleo Qualified Staff /PM	$189	50	$9,450					14	$2,646	8	$1,512	$13,608
Cultural Resources Specialist 3	$141							8	$1,128			$1,128
Biologist PM	$200			1	$200	5	$1,000					$1,200
Biologist 3	$141			14.5	$2,045	29.5	$4,160					$6,205
GIS Technician 1	$123			4	$492	8	$984	1	$123	1	$123	$1,722
Technical Editor	$120			1	$120	2	$240					$360
ODCs	N/A				$113		$565		$135		$85	$898
Sub-Total		**$9,450.00**		**$2,970.00**		**$6,949.00**		**$4,032.00**		**$1,720.00**		**$25,121.00**

Docusign Envelope ID: 07318251-3690-814C-803E-374EB0D49006

Costa Mesa Glendale San Diego Pacific Northwest

COMPANY HEADQUARTERS
3151 AIRWAY AVENUE, SUITE F208
COSTA MESA, CA 92626

CHAMBERS GROUP

AN EMPLOYEE-OWNED COMPANY ESOP CGI

CA DGS CERTIFIED SBE CGI

www.chambersgroupinc.com

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

CITY OF DOWNEY
PROFESSIONAL SERVICES AGREEMENT
WITH G3 QUALITY, INC.
FOR SPECIAL INSPECTION SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this **23rd** day of **June, 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 **G3 Quality, Inc.** a Delaware corporation with its principal place of business at **13850 Cerritos Corporate Drive, Suite E, Cerritos, California 90703** ("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 **Special Inspection** 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 **Special Inspection** 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 the **Shuttle Exhibit and Education Building Project, CIP No. 21-18** (“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 **Special Inspection** services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 23, 2026** to **June 30, 2028**, 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.

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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.

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

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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 **Matthew Baumgardner, Public Works Director/City Engineer**, 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 **Qiang Li, PE, PhD, Project Manager**, 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 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

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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 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.

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

(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.

Technology Professional Liability Errors and Omissions Insurance. If appropriate to the Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private 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.

a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Consultant.

c. The Insurance obligations under this Agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this Agreement.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, 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.]

3.2.10.4 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 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,

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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.

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;

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

(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 compensation shall not exceed **One Hundred Forty Nine Thousand Seven Hundred Thirty Four Dollars ($149,734)** 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.

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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 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.

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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:

G3 Quality, Inc.
13850 Cerritos Corporate Dr, Unit E
Cerritos, CA 90703
Phone: (562) 321-9840
Attn: Chris Gerber

City:

City of Downey
11111 Brookshire Avenue
Downey, California 90241
Phone: (562) 904-7286
Attn: City Manager

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,

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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 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

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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 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

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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.

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,

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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.

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.

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

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.

CITY OF DOWNEY,
a California municipal corporation
and charter city

By: _____
Roger Bradley
City Manager

Attest:

_____
Maria Alicia Duarte, CMC
City Clerk

Approved as to Form:

Signed by:
John Funk
2113128E28854FB...
John M. Funk
City Attorney

G3 QUALITY, INC.,
a California corporation

By: DocuSigned by:
Chris Gerber
372DC4QB28004D6...
Chris Gerber
Its: CEO

Attest:

_____
Secretary

Approved as to Form:

_____
Legal Counsel

0119.123859

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

EXHIBIT "A"
SCOPE OF SERVICES, SCHEDULE OF SERVICES, AND RATES

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

April 8, 2026 Proposal No. 6123

Fabian Aoun, PE, QSP/QSD
City of Downey
1111 Brookshire Avenue
Downey, California 90241

Subject: Response to Request for Proposals to Provide Special Inspection and Materials Testing Services for the Space Shuttle Building Project, CIP 21-18

Dear Mr. Aoun,

G3 Quality, Inc. (G3) is pleased to submit our proposal to provide special inspection and materials testing services for the Space Shuttle Building Project. As a California-based, SBE-certified firm with over 25 years of experience, G3 has a strong track record supporting municipalities and public agencies with reliable testing, inspection, and responsive project coordination.

G3 offers a highly qualified team led by Dr. Qiang Li, PE, a California Registered Engineer with extensive experience in geotechnical engineering, materials testing, and construction inspection. He is supported by experienced engineers, certified inspectors, and laboratory professionals capable of meeting project demands with efficiency and accuracy.

FIRM
G3 Quality, Inc.
25837 Business Center Drive, Suite F
Redlands, California 92374
Phone: 909.321.3643

PRIMARY CONTACT
Qiang Li, PE, PhD
Project Manager
Phone: 339.502.0312
qli@g3quality.com

Our firm provides comprehensive field and laboratory testing of soil, aggregate, asphalt, and concrete in accordance with agency standards and quality assurance programs. With Caltrans- and AASHTO-accredited laboratories and real-time electronic reporting systems, G3 delivers accurate results and timely documentation to support compliance, maintain schedules, and facilitate effective coordination with City staff and contractors.

With local offices and laboratories in Cerritos, along with additional facilities in Redlands, Bakersfield, and Sacramento, G3 has the resources and capacity to support concurrent construction activities and respond quickly to project needs.

G3 is committed to delivering dependable service, clear communication, and high-quality results that protect the City's investment and support successful project delivery. We appreciate the opportunity to work with the City of Downey on this important project.

Please contact Dr. Qiang Li at 562.321.8028 or qli@g3quality.com with any questions.

Best Regards,

G3 Quality, Inc.

Chris Gerber
Chief Executive Officer

Qiang Li, PE, PhD
Project Manager

SBE Certified Number: 1753245 | DIR Registration Number: 1000005181

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

PROJECT UNDERSTANDING

Based on the provided plans, the Space Shuttle Exhibit and Education Building project for the City of Downey consists of a new structural facility incorporating steel framing, concrete, masonry, and cold-formed metal framing systems. The project requires comprehensive special inspection and materials testing services in accordance with Chapter 17 of the California Building Code (CBC) and applicable referenced standards.

The plans identify multiple elements subject to special inspection, including structural steel fabrication and erection (welding and high-strength bolting), cast-in-place concrete, reinforcing steel, masonry construction, epoxy dowels, mechanical anchors, soil, and cold-formed steel framing.

The project will require both continuous and periodic inspection, as well as laboratory testing to verify material compliance with project specifications and applicable standards (e.g., ACI, ASTM, AISC, and CBC requirements).

G3 understands that timely coordination with the City, design team, and contractor will be critical to ensure inspections are performed efficiently, documentation is maintained in accordance with regulatory requirements, and construction progress is not delayed. Accurate reporting, prompt communication of deficiencies, and verification of corrective actions will be essential to maintaining compliance and supporting successful project delivery.

SCOPE OF SERVICES

Inspection and Testing Services

G3's approach to providing inspection and materials testing services is centered on delivering accurate, timely, and compliant verification of construction activities in accordance with the project plans, specifications, and California Building Code (CBC) requirements. Our team emphasizes proactive coordination, clear communication, and responsive service to support efficient construction progress and minimize delays.

Our inspectors and technicians will perform continuous and periodic inspections, as required, to verify that materials and workmanship conform to project specifications and applicable standards. Field observations, sampling, and testing will be conducted at established frequencies, with results documented and reported promptly. G3 utilizes electronic reporting systems to provide timely access to inspection reports and test results, enabling project stakeholders to monitor compliance and address issues in real time.

Laboratory testing will be performed at G3's accredited facilities in accordance with applicable ASTM, AASHTO, and agency standards. In the event of non-compliant results, G3 will immediately notify the appropriate parties and coordinate re-testing or corrective actions to maintain project quality and compliance.

The following is a comprehensive list of all inspection and testing types required for the project.

- Soils and Foundations
- Concrete and Reinforcing Steel
- Structural Steel
- Masonry
- Special Inspections

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Level of Effort and Frequency

Discipline	Inspection Type	Level of Effort	Estimated Frequency
Concrete	Concrete Placement	Periodic	Per 150 CYs
	Reinforcing Steel	Periodic	Prior to each concrete placement
Soils	Excavation	Periodic	Prior to structural fill placement
	Compaction	Periodic	Per CBC requirement
	Backfill	Continuous	Per CBC Chapter 17
Structural Steel	Welding	Continuous	Continuous observation of all welds
	High strength Bolting	Periodic	Each installation
Special Inspection	Masonry	Periodic	Per CBC requirement
	Epoxy Dowels	Continuous	Continuous during installation
	Mechanical Anchors	Continuous	Continuous during installation

Staffing Approach

G3 will provide a dedicated and flexible quality assurance and materials testing team for the Space Shuttle Exhibit and Education Building, led by a Senior Project Manager who will oversee all inspection and testing activities, coordinate with the owner, design team, and contractor, and ensure compliance with project specifications. Our staffing includes experienced senior inspectors and field inspectors covering structural steel, concrete, masonry, epoxy dowels, mechanical anchors, and cold-formed steel framing, supported by quality assurance lab and on-site testing technicians responsible for soils, aggregate base, HMA, and concrete testing. Staffing levels will be adjusted as needed to accommodate critical construction activities, ensuring thorough coverage without delaying the schedule.

Scheduling and Coordination

G3 will coordinate closely with the Contractor, Engineer of Record, and City representatives to align inspection and testing activities with the project schedule. Through participation in preconstruction and ongoing coordination meetings, we will establish clear communication

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

protocols, confirm inspection requirements, and ensure all parties maintain a shared understanding of roles, responsibilities, and quality expectations.

Reporting and Documentation

All testing, investigations and reports will be conducted under the direction and responsibility of a registered engineer. G3 understands that communication is a key component to providing high quality project reporting deliverables and ensuring project effectiveness. We value clear communication throughout each project lifecycle, which includes:

- **Field and laboratory tests results** which are compiled and submitted daily by the G3 Project Manager, Dr. Qiang Li, PE, PhD. The daily reports also include quality assurance reports during laydown operations detailing the field recommendations.
- **Daily shift results** which are provided directly to City representatives by G3 inspectors and technicians during and at the end of each shift. The daily reports detail the construction activities for the day, limits of construction, testing conducted, and any non-compliances.
- **A monthly summary report** may also be submitted during the course of the project, if requested.
- **A Final Report** detailing a summary of each field and laboratory test which will be submitted at the project completion.
- **Project budget tracking, reporting and management** to ensure the project stays within the not-to-exceed budget.

Assumptions

- G3 staff will have timely access to the project site, including all areas requiring inspection, testing, and sampling, and coordination with the contractor and construction team will be maintained throughout the project.
- QA services are limited to inspection, testing, and consulting as outlined in the project specifications, including structural steel, concrete, masonry, anchors, epoxy dowels, cold-formed steel, soils, aggregate base, and HMA. Additional services outside this scope will be considered extra.
- Inspection and testing will follow the contractor's construction schedule; any delays in access or unavailability of work areas may impact testing and reporting timelines. Project plans, specifications, approved mix designs, and submittals will be made available to G3 in advance to support QA activities.

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

RELEVANT PROJECT EXPERIENCE

SENIOR CENTER EXPANSION, MORENO VALLEY, CALIFORNIA

CLIENT/OWNER: CITY OF MORENO VALLEY | CONSTRUCTION VALUE: $6,000,000

The City of Moreno Valley Senior Center Expansion Project enhances and expands the existing Senior Center on Fir Avenue to better serve the community's growing senior population. The project adds approximately 4,000 square feet of new building space, including a covered patio at the northwest corner, while upgrading existing facilities to meet current ADA standards.

The scope of work includes demolition, grading, new foundations, CMU wall and slab construction, structural steel installation, and the construction of the new patio area. Interior improvements cover plumbing, electrical, m echanical systems, glazing, fire protection, doors and hardware, drywall, painting, flooring, and final finishes.

Site work consists of excavation, utility connections for water, sewer, and gas, as well as irrigation, landscaping, parking lot modifications, and hardscape improvements. Once complete, the expanded Senior Center will offer modernized, accessible, and functional spaces designed to support a wide range of programs and services for Moreno Valley's senior community.

G3 is providing quality assurance consulting, inspection, and materials testing services on an as-needed basis for subgrade, foundation backfill, aggregate base, HMA, concrete, post-installed anchors, epoxy dowels, structural steel, and welding.

BIKE MASTER PLAN IMPLEMENTATION PHASE 1, DOWNEY, CALIFORNIA

CLIENT: FCG CONSULTANTS | OWNER: CITY OF DOWNEY | CONSTRUCTION VALUE: $2,709,842

The City of Downey's corridor enhancement project spans six major routes and is designed to elevate mobility, safety, and sustainability. This comprehensive pavement rehabilitation effort includes the application of Type II slurry seal, precision cold milling (both full-width and edge), and a durable asphalt rubber hot mix (ARHM) overlay to ensure long-term performance and a smoother ride.

Beyond pavement upgrades, the project features extensive enhancements to pedestrian and cyclist infrastructure. These include the addition of dedicated bicycle lanes, the installation of new curbs and gutters, and the reconstruction of any damaged or substandard sidewalks, cross gutters, spandrels, driveway approaches, and ADA-compliant curb ramps. Utility components will be expertly adjusted to the new grade, and the final phase will involve refreshed traffic striping, pavement markings, and updated loop detectors to ensure seamless traffic flow and safety.

G3 is providing Quality Assurance consulting, inspection, and comprehensive materials testing services, including subgrade evaluation, aggregate base verification, HMA and ARHM analysis, as well as concrete sampling and testing.

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

RESIDENTIAL STREETS PAVEMENT REHABILITATION PROJECT, AREA 6, DOWNEY, CALIFORNIA

CLIENT: GK & ASSOCIATES | OWNER: CITY OF DOWNEY | CONSTRUCTION VALUE: $3M

The City of Downey's Capital Improvement Project No. 22-23 consists of comprehensive pavement rehabilitation and reconstruction improvements across approximately 62 residential street segments throughout Area 6 of the City. The project focuses on extending pavement service life, enhancing ride quality, and improving pedestrian accessibility and safety. Work includes reconstruction of failed pavement sections, cold milling of existing asphalt surfaces, placement of asphalt concrete leveling and base courses, and installation of asphalt rubber hot mix (ARHM) overlays and ARAM slurry cape seals. Additional improvements include removal and replacement of damaged or substandard curb, gutter, cross gutters, spandrels, sidewalks, driveway approaches, and ADA-compliant curb ramps with detectable warning surfaces; adjustment of manholes, valve covers, and utility appurtenances to grade; replacement of traffic striping, pavement markings, and loop detectors; and implementation of traffic control and public safety measures. Construction is coordinated to maintain resident access and minimize neighborhood disruption while delivering durable, long-term infrastructure upgrades. G3 is providing quality assurance inspection, materials sampling and testing services for the project.

LOS COYOTES WATER RECLAMATION PLANT PRIMARY STRUCTURES CONCRETE AND LINING REPAIRS, LOS ANGELES COUNTY, CALIFORNIA

CLIENT/OWNER: LOS ANGELES COUNTY SANITATION DISTRICT | CONSTRUCTION VALUE: $5M

The scope of work consists of repair of corroded concrete surfaces and replacement of deteriorated protective coating and lining systems in the primary structures, including influent pump station wetwell, primary sedimentation tanks, primary distribution channels, air takeoff structure, and aeration step feed channels. The project will also replace deteriorated mechanical equipment in the primary structures including sludge collection systems, primary inlet, skimmings and storm flow gates, and various piping; modify scum removal mechanisms to reduce corrosion exposure; and construct a duct bank to facilitate the installation of gate actuators. G3 is delivering comprehensive quality assurance services, encompassing special inspections, materials sampling, and laboratory testing, to verify that all project work conforms to the LACSD specifications and standards.

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

QIANG LI, PH.D., P.E.

Project Manager

Dr. Qiang Li, a licensed Professional Engineer, brings more than 18 years of extensive expertise in material testing, complemented by a robust 11-year track record in successful project management. His diverse background includes specialized roles in inspection and material testing for government agency projects. Holding a Ph.D. in Civil Engineering, Dr. Li has excelled across various domains such as project management, geotechnical engineering, material testing, pavement engineering, and non-destructive testing. He adeptly defines technical requirements, manages project budgets, and implements quality programs, underscoring his proficiency in delivering high-quality projects. Dr. Li's wealth of experience, technical leadership, effective communication, and adept project oversight enable him to provide and manage the ideal inspection and testing staff for construction projects.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Senior Center Expansion, Moreno Valley, California
Project Owner: City of Moreno Valley
Time on Project: 2025 – Present
Project Role: Project Manager
Duties and Description: This project expands the Moreno Valley Senior Center on Fir Avenue by approximately 4,000 square feet, including a new patio cover at the northwest corner and ADA upgrades to existing facilities. Additional work includes parking lot and landscape modifications. G3 is providing quality assurance consulting, inspection, and materials testing services for subgrade, foundation backfill, aggregate base, HMA, concrete, and welding. ***As the project Manager, Qiang oversees the quality assurance program and provides as-needed technical consulting as well as managing inspection, materials sampling, and testing services.***

Project Name and Location: Bike Master Plan Implementation Phase 1, Downey, California
Project Owner: City of Downey
Time on Project: 2025
Project Role: Project Manager
Duties and Description: City of Downey Corridor Enhancement Project: Large-scale rehabilitation of six major roadways focused on improving mobility, safety, and sustainability. Scope included slurry seal, cold milling, and ARHM overlay, along with upgrades to bicycle lanes, sidewalks, curbs, gutters, and ADA-compliant ramps. Project also involved utility adjustments and installation of updated striping, pavement markings, and traffic detection systems. G3 provided QA consulting, inspection, and materials testing support. ***As the project Manager, Qiang oversaw the quality assurance program and provides as-needed technical***

EXPERIENCE

18 Years

YEARS WITH G3: 2

EDUCATION

- PH.D. (Civil Engineering) University of Florida, Gainesville, Florida, 2011
- M.S. (Civil Engineering) University of Florida, Gainesville, Florida, 2010
- B.S. (Civil Engineering) Dalian University of Technology, China, 2005

LICENSES

- Professional Engineer, CA 91989, TX 113045, NJ 24GE05414400

PROFESSIONAL AFFILIATIONS

- Committee Member of Transportation Research Board on Engineering Behavior of Unsaturated Geomaterials

WHY QIANG?

- In-Depth Quality Assurance Program Management Experience
- Specializes in Material Testing and Engineering
- Extensive Involvement with Pavement Research and Development

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

consulting as well as managing inspection, materials sampling, and testing services.

Project Name and Location: Alleys North of Foster Road Pavement Rehabilitation CIP No. 23-02, Downey, California
Project Owner: City of Downey
Time on Project: 2024 – Present
Project Role: Project Manager
Duties and Description: the project includes the rehabilitation on five alleys north of Foster Road, between Woodruff and Lakewood Boulevard in the City of Downey. The rehabilitation will include the removal of existing asphalt concrete, base/subgrade materials and the construction of asphalt concrete base course and asphalt concrete overlay, PCC alley intersections, PCC curb ramp, v-gutters and other minor concrete improvements. ***Qiang serves as Project Manager responsible for Quality Assurance, providing as-needed technical consulting, and overseeing inspection, materials sampling, and testing services for subgrade, aggregate base, HMA, and concrete testing.***

Project Name and Location: Los Coyotes Water Reclamation Plant, Los Angeles County, California

Project Owner: Los Angeles County Sanitation District
Time on Project: 2025 – Present
Project Role: Project Manager
Duties and Description: The work consists of repair of corroded concrete surfaces and replacement of deteriorated protective coating and lining systems in the primary structures, including influent pump station wetwell, primary sedimentation tanks, primary distribution channels, air takeoff structure, and aeration step feed channels. The project will also replace deteriorated mechanical equipment in the primary structures including sludge collection systems, primary inlet, skimmings and storm flow gates, and various piping; modify scum removal mechanisms to reduce corrosion exposure; and construct a duct bank to facilitate the installation of gate actuators. ***Qiang oversees quality assurance and inspection activities, managing multidisciplinary inspection teams, coordinating laboratory testing and field verification, and ensuring compliance with District standards, contract specifications, and regulatory requirements.***

Project Name and Location: 3rd Street Pavement Rehabilitation Project CIP 22-04, Downey, California
Project Owner: City of Downey
Time on Project: 2023 – 2024
Project Role: Project Manager
Duties and Description: Located on 3rd Street between Paramount Boulevard and Civic Center Drive in the City of Downey, the project primarily involved pavement rehabilitation, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete base course, and asphalt rubber hot mix (ARHM) overlay. Additionally, the scope of work included the construction of curbs, gutters, alley intersections, sidewalks, driveways, and curb ramps. Other tasks involved adjustments of manhole and utility valve covers, traffic striping, pavement markings, and implementation of traffic control measures. ***Qiang served as Project Manager responsible for Quality Assurance, providing as-needed technical consulting, and overseeing inspection, materials sampling, and testing services for subgrade, aggregate base, HMA compaction, and minor concrete testing. His knowledge in pavement engineering and material testing played a pivotal role in maintaining the project's stringent standards and ensuring comprehensive quality control throughout the entire process.***

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

KRISTIN COX

Field Inspector / Technician

Kristin brings 7 years of inspection and testing experience of roadway construction. Kristin is highly knowledgeable in major highway construction and pavement rehabilitation activities, including the materials testing of soils, aggregates, concrete, and asphalt. Kristin holds ICC Certification as a Special Inspector Associate for Reinforced Concrete, and is also certified in Soils, and Prestressed Concrete. As a roadway inspector, Kristin oversees highway construction activities and performs inspection duties to include, plan and specification review, scheduling of materials sampling, preparation of non-compliance reports, review of RFI's and material certifications. She utilizes her extensive infrastructure background on major highway projects to provide sampling and testing oversight for Caltrans projects. Her overall understanding and experience with the construction of complex, multi-year major highway projects makes her an asset as an inspector on this team for the project.

EXPERIENCE

7 Years

YEARS WITH G3: 7

EDUCATION

- Bachelor of Science, Business Marketing, California State University Long Beach

CERTIFICATIONS

- ACI Concrete Field Grade 1
- Caltrans CTM certifications
- ICC Soils, Structural Masonry, Reinforced Concrete, Prestressed Concrete, Structural Steel and Bolting, Spray Applied Fire Proofing, Structural Welding and Master of Special Inspection
- OSHA 10
- City of Long Beach Deputy Inspector

WHY KRISTIN?

- Excellent client relation and communication skills
- Extensive experience with materials testing of soils, aggregates, asphalt and concrete construction materials

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Community Center Courtyard and Parking Lot Improvements, Carson, California
Project Owner: City of Carson
Time on Project: 2025
Project Role: Inspector
Duties and Description: The Community Center Courtyard (West) project encompassed approximately one acre between City Hall and the Carson Event Center and was designed to convert the existing open landscaped area into a flexible outdoor space for public and private events. Key features included grading part of a mound to install a 1,000-square-foot stage with an adjacent audience area, a pergola next to Hall A, and an expanded courtyard outside Room 107 featuring a lit waterfall, landscaping, and a matching pergola. The site was enhanced with new lighting, decorative paving, and updated landscaping. The east parking lot was also reconfigured by removing a planter to create a usable event space without affecting parking capacity. G3 supported the project with comprehensive inspection and testing services, including compaction testing, HMA, concrete, and masonry inspection, as well as laboratory testing and daily reporting. ***Kristin provided field inspection, sampling and testing services for masonry and mortar.***

Project Name and Location: Senior Center Expansion, Moreno Valley, California
Project Owner: City of Moreno Valley
Time on Project: 2025
Project Role: Field Technician
Duties and Description: This project expands the Moreno Valley Senior Center on Fir Avenue by approximately 4,000 square feet, including a new patio cover at the northwest corner and ADA

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

upgrades to existing facilities. Additional work includes parking lot and landscape modifications. Scope includes demolition, grading, foundation work, CMU wall and slab construction, structural steel, patio installation, plumbing, electrical, mechanical, glazing, fire protection, doors and hardware, drywall, painting, flooring, and finishes. Site work covers excavation, utility connections (water, sewer, gas, etc.), irrigation, landscaping, and hardscape improvements. G3 is providing quality assurance consulting, inspection, and materials testing services on an as-needed basis for subgrade, foundation backfill, aggregate base, HMA, concrete, and welding. ***Kristin provided the required field inspection and testing services.***

Project Name and Location: Residential Street Resurfacing Project, Cypress, California
Project Owner: City of Cypress
Time on Project: 2025
Project Role: Inspector
Duties and Description: As part of the City's Capital Improvement Program, this project involved resurfacing multiple residential streets in the City of Cypress to support the City's strategic goal of maintaining and enhancing infrastructure and facilities. The scope included edge grinding, full-width and partial-width cold milling, crack sealing, removal and replacement of asphalt concrete (AC) paving, removal and replacement of existing traffic striping, wheel stops, and markers. It also involved applying a Type I Rubber Polymer Modified Slurry Seal (RPMS), placing an ARHM (Asphalt Rubber Hot Mix) overlay, adjusting manholes to grade, and replacing traffic striping, markers, and curb paint. G3 provided quality assurance inspection and materials testing for the Type I Slurry Seal and ARHM. ***Kristin performed inspection and sampling of the slurry.***

Project Name and Location: Residential Street Pavement Rehabilitation Area 4, Downey, California
Project Owner: City of Downey
Time on Project: 2023
Project Role: Field Technician
Duties and Description: The project rehabilitated 77 residential street segments with a total length of approximately 10 miles. The worked included crack sealing, slurry seal, cape seal, grind and overlay and pavement rehabilitation. G3 was contracted to provide inspection and laboratory testing services. ***Kristin provided quality assurance field testing and material testing services.***

Project Name and Location: 2020 / 2021 Street Overlay and Reconstruction, Rialto, California
Project Owner: City of Rialto
Time on Project: 2022
Project Role: Field Technician
Duties and Description: The scope of work included construction management, project inspection, labor compliance, and geotechnical and materials testing services for the Street Overlay and Reconstruction Project. The materials used on the project consist of cold central plant recycling asphalt concrete, cement stabilized pulverized base, HMA and ARHM. ***Kristin provided quality assurance field testing and material testing services.***

Project Name and Location: South Whittier Sunshine Acres Leland Avenue, Whittier, California
Project Owner: County of Los Angeles
Time on Project: 2023
Project Role: Field Technician
Duties and Description: This project consisted of the reconstruction of curb, gutter, curb ramp upgrades and driveway aprons utilizing asphalt rubber hot mix surface course on cold central plant recycled asphalt concrete base course and cement stabilized pulverized base. G3 provided quality control services for the Cement Treated Pulverized Base. ***Kristin provided quality assurance field testing and material testing services.***

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

RANDOLPH LAGER

Field Technician / Inspector

Randy is a skilled field technician with 4 years of hands-on experience in highway construction inspection and testing for state and local agencies. He possesses a comprehensive understanding of Caltrans Standard Plans and Specifications, ensuring that all projects meet the highest standards of quality and compliance. Randy's background in highway and public agency projects equips him with the expertise to deliver reliable field technician services. His attention to detail and commitment to excellence have been demonstrated on numerous similar projects, as listed below.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Mills Park Site Improvements, Carson, California
Project Owner: City of Carson
Time on Project: 2025 – Present
Project Role: Field Inspector
Duties and Description: Mills Park spans approximately 4.45 acres (195,000 sq. ft.) and is centrally located in the City of Carson, surrounded by single-family homes. The improvements are primarily taking place on the easterly half of the park. The project scope includes adjustments to the irrigation system, with most turf areas remaining intact. Enhancements include a larger playground with a rubberized surface and the conversion of the existing half-court into a full basketball court. Additionally, the fitness area is receiving a shade cover, new picnic shelters will be installed, and the concrete walkways throughout the park will be improved. ***Randy is providing inspection and testing services.***

Project Name and Location: Walnut Park – Walnut Street, Et Al, Walnut Park, California
Project Owner: Los Angeles County Department of Public Works
Time on Project: 2024
Project Role: Field Inspector
Duties and Description: The project consisted of reconstructing curbs, gutters, curb ramps, and driveway aprons, along with other related improvements along Walnut Street and adjacent areas within the City of Huntington Park and the unincorporated community of Walnut Park. It also includes the construction of an asphalt rubber hot mix surface course placed over a cold central plant recycled asphalt concrete base and a cement-stabilized pulverized base. G3 provided quality control inspection and testing services. ***Randy provided quality control inspection and testing for this project.***

EXPERIENCE

4 Years

YEARS WITH G3: 4

EDUCATION

- General Studies

CERTIFICATIONS

- Caltrans CTM Certifications
- ACI Concrete Field Testing Technician – Grade I
- ICC Soils Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Prestressed Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Spray Applied Fire Proofing Special Inspector

WHY RANDY?

- Thorough Caltrans Construction Manual Understanding
- Excellent and Clear Communication
- Fast and Accurate Reporting

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Project Name and Location: Annual Pavement Maintenance at Various Locations FY 2023-2024, Orange, California
Project Owner: City of Orange
Time on Project: 2024
Project Role: Field Technician
Duties and Description: The project involved rehabilitating residential and arterial streets across the City of Orange. Key tasks include traffic control, ADA ramp installation, asphalt concrete (AC) grinding, AC overlay, slurry seal, unclassified excavation, deep lift pavement repairs, surface utility adjustments, traffic detector loops, new streetlight conduit and pullbox installation, as well as pavement striping, legends, and raised markers. The work will require all necessary labor, equipment, and materials for completion. G3 was contracted to provide inspection and testing services. ***Randy provided material sampling and inspection services.***

Project Name and Location: South Whittier Sunshine Acres Leland Avenue, Whittier, California
Project Owner: Los Angeles County Department of Public Works
Time on Project: 2023
Project Role: Field Technician
Duties and Description: The project consisted of construction of asphalt rubber hot mix surface course on cold central plant recycled asphalt concrete base course and cement stabilized pulverized base. Also, reconstruction of curb, gutter, curb ramp upgrades and driveway aprons. G3 provided quality control services for cement treated pulverized base. ***Randy provided onsite quality control services.***

Project Name and Location: Princeton Avenue Improvement, Moorpark, California
Project Owner: City of Moorpark
Time on Project: 2023
Project Role: Field Technician
Duties and Description: The project involved removing and reconstructing 0.7 miles of an existing roadway, along with installing new sidewalks, curb and gutter, street frontage enhancements, landscaping and irrigation upgrades, retaining walls, street lighting enhancements, storm drainage infrastructure, and domestic water improvements. The roadway was reconstructed to accommodate widening, necessitating approximately 7,100 tons of asphalt concrete, 400 tons of rubberized asphalt, 26,000 square feet of retaining wall facing, thermoplastic striping, and associated tasks. G3 provided quality control services for the crushed aggregate base, hot mix asphalt, rubberized hot mix asphalt, structural concrete and concrete masonry. ***Randy provided quality control services on structural concrete.***

Project Name and Location: City of Whittier Colima Road Rehabilitation Project, Whittier, California
Project Owner: City of Whittier
Time on Project: 2022
Project Role: Field Technician
Duties and Description: This project consisted of removing and replacing existing asphalt, concrete curb and gutter for Colima Road in the city of Whittier. G3 also provided construction management and project inspection. ***Randy provided inspection for asphalt concrete and compaction testing.***

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

CHRISTOPHER WILLSON

Field Inspector / Technician

Christopher is a highly qualified field technician with over 7 years of dedicated experience in highway construction inspection and testing for both state and local agencies. His expertise encompasses a strong working knowledge of Caltrans Standard Plans and Specifications, ensuring compliance and quality in all projects he undertakes. Christopher excels in applying his extensive background to highway and public agency projects, delivering meticulous field technician services. His proficiency extends to various aspects of construction inspection, from initial site assessments to the final stages of project completion. Christopher has made significant contributions, demonstrating his capability and commitment to excellence in the field.

EXPERIENCE

7 Years

YEARS WITH G3: 5

EDUCATION

General Education

CERTIFICATIONS

- ICC Certified Structural Steel and Bolting Special Inspector, 9563747
- ICC Soils Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Prestressed Concrete Special Inspector
- ICC Structural Welding Inspector
- ICC Master of Special Inspection
- ACI Concrete Field Testing Technician – Grade 1
- Caltrans CTM Certifications

WHY CHRIS?

- Thorough Construction Manual Understanding
- Excellent and Clear Communication

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Bike Master Plan Implementation Phase 2 CIP 23-03, Downey, California
Project Owner: City of Downey
Time on Project: 2025
Project Role: Field Technician
Duties and Description: The project consisted of roadway improvements to implement planned bicycle infrastructure, including pavement rehabilitation, striping, signage, and traffic control elements. Work was performed within existing public rights-of-way and required coordination with traffic operations and public access. The project enhanced safety and connectivity while minimizing impacts to the traveling public. ***Chris provided the required field inspection and materials testing services for this project.***

Project Name and Location: Senior Center Expansion, Moreno Valley, California
Project Owner: City of Moreno Valley
Time on Project: 2024 – Present
Project Role: Field Technician
Duties and Description: This project expands the Moreno Valley Senior Center on Fir Avenue by approximately 4,000 square feet, including a new patio cover at the northwest corner and ADA upgrades to existing facilities. Additional work includes parking lot and landscape modifications. Scope includes demolition, grading, foundation work, CMU wall and slab construction, structural steel, patio installation, plumbing, electrical, mechanical, glazing, fire protection, doors and hardware, drywall, painting, flooring, and finishes. Site work covers excavation, utility connections (water, sewer, gas, etc.), irrigation, landscaping, and hardscape improvements. G3 is providing quality assurance consulting, inspection, and materials testing services on an as-needed basis for subgrade, foundation backfill, aggregate base, HMA, concrete, and welding. ***Chris is providing the required field inspection and testing services.***

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Project Name and Location: Community Center Courtyard and Parking Lot Improvements, Carson, California
Project Owner: City of Carson
Time on Project: 2025
Project Role: Field Technician
Duties and Description: The Community Center Courtyard (West) project encompassed approximately one acre between City Hall and the Carson Event Center and was designed to convert the existing open landscaped area into a flexible outdoor space for public and private events. Key features included grading a portion of a mound to install a 1,000-square-foot stage with an adjacent audience area, a pergola next to Hall A, and an expanded courtyard outside Room 107 featuring a lit waterfall, landscaping, and a matching pergola. The site was enhanced with new lighting, decorative paving, and updated landscaping, while the east parking lot was reconfigured by removing a planter to create a usable event space without affecting parking capacity. G3 supported the project with comprehensive inspection and testing services, including compaction testing, HMA, concrete, and masonry inspection, as well as laboratory testing and daily reporting. ***Chris provided field inspection and materials testing services.***

Project Name and Location: Mills Park Site Improvements, Carson, California
Project Owner: City of Carson
Time on Project: 2025 – Present
Project Role: Field Technician
Duties and Description: Mills Park spans approximately 4.45 acres (195,000 sq. ft.) and is centrally located in the City of Carson, surrounded by single-family homes. The improvements are primarily taking place on the easterly half of the park. The project scope includes adjustments to the irrigation system, with most turf areas remaining intact. Enhancements include a larger playground with a rubberized surface and the conversion of the existing half-court into a full basketball court. Additionally, the fitness area is receiving a shade cover, new picnic shelters will be installed, and the concrete walkways throughout the park will be improved. ***Chris is providing the required field inspection and materials testing services.***

Project Name and Location: 1641 Gardena Boulevard Street Improvement, Carson, California
Project Owner: City of Carson
Time on Project: 2023
Project Role: Field Technician
Duties and Description: The project consisted of street improvements along Gardena Boulevard from Figueroa Street to East of Avalon Boulevard in the City of Carson. G3 provided quality control services for the subgrade, crushed aggregate base and HMA/ARHM. ***Chris provided the required field inspection and materials testing services for the aggregate base and subbase.***

Project Name and Location: Sepulveda Boulevard Street Improvement, Carson, California
Project Owner: City of Carson
Time on Project: 2023
Project Role: Field Technician
Duties and Description: The project consisted of street improvements along Sepulveda Boulevard from Carson Street to Avalon Boulevard. G3 provided quality control services for the subgrade, crushed aggregate base and HMA/ARHM. ***Chris provided the required field inspection and materials testing services.***

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

AARON OERDING

Field Inspector / Technician

Aaron brings 6 years of construction inspection and testing experience. He is highly knowledgeable in the materials testing of soils, aggregates, concrete, and asphalt in accordance with Caltrans and ACI standards. Aaron is experienced in monitoring construction activities including testing and inspection and verification to ensure all work is implemented per projects plans and specifications. Aaron oversees construction activities and performs inspection duties to include plan and specification review, scheduling of materials sampling, and preparation of non-compliance reports. Aaron has extensive experience with earthwork and concrete and utilizes his extensive experience to provide quality oversight.

EXPERIENCE

7 Years

YEARS WITH G3: 6

EDUCATION

- General Studies

CERTIFICATIONS

- Caltrans CTM Certifications
- ACI Concrete Field Testing Technician – Grade I
- ICC Soils Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Reinforced Concrete Special Inspector Associate
- ICC Structural Steel and Bolting Special Inspector

WHY AARON?

- Excellent and Clear Communication
- Fast and Accurate Reporting
- Caltrans and ICC specification expertise

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Los Coyotes Water Reclamation Plant, Los Angeles, California
Project Owner: Los Angeles County Sanitation District
Time on Project: 2025
Project Role: Field Inspector
Duties and Description: The Los Coyotes Water Reclamation Plant, is a key regional facility providing advanced wastewater treatment and recycled water production. Projects at the facility focus on system upgrades, process improvements, and infrastructure rehabilitation to maintain reliability and regulatory compliance. These efforts support sustainable water management while requiring careful coordination within an active, operational plant environment. G3 is providing quality assurance inspection and testing. ***Aaron is providing the required testing for this project.***

Project Name and Location: AK Warren Facility Pavement Rehabilitation, Los Angeles County, California
Project Owner: Los Angeles County Sanitation District
Time on Project: 2025
Project Role: Field Inspector
Duties and Description: The A.K. Warren Water Resource Facility provides primary and secondary treatment for up to 400 million gallons of wastewater per day, serving more than 4.8 million residents, businesses, and industries. G3 supported the facility's asphalt replacement and repair work by performing HMA compaction testing and placement inspection. ***Aaron supported asphalt replacement and repair work by performing special inspections and QA testing of earthwork and paving operations. Responsibilities included AC grind limit and depth verification, material verification, temperature monitoring, and in-place density testing of HMA. He ensured compliance with project specifications and LACSD standards and prepared daily reports documenting testing results and construction activities.***

Project Name and Location: City of Anaheim Residential Street Improvement Project Peary and Avenida, Anaheim, California
Project Owner: City of Anaheim
Time on Project: 2024

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Project Role: Field Inspector
Duties and Description: The project consisted of the rehabilitation and enhancement of residential roadways within the Peary & Avenida area of Anaheim. The scope of work included the removal and reconstruction of asphalt concrete pavement, sidewalks, driveway approaches, curbs, and gutters to improve roadway conditions and pedestrian accessibility. Additionally, the project preserved existing survey monuments, installed new striping and pavement markings, and repainted curbs to enhance traffic safety and visibility. The work also required adjustments and replacements of public utility infrastructure, including water valve boxes, sewer manholes, and other related components. ***Aaron provided onsite inspection and testing services, proactively coordinating with contractors, utility providers, and the public to sequence work, maintain safe pedestrian and vehicular access, and minimize disruptions to the surrounding community.***

Project Name and Location: Agnes Avenue Street Improvements, Lynwood, California
Project Owner: City of Lynwood
Time on Project: 2020
Project Role: Inspector
Duties and Description: The project consisted of removal and construction of asphalt concrete pavement, concrete sidewalks, curbs, cross gutter, alley intersections, driveway approaches, curb ramps, traffic striping and marking, tree planting, sewer improvements and water improvements at Agnes Avenue between Bullis Road and Atlantic Avenue. G3 provided quality control services for Subgrade, Aggregate Base, and ARHM/HMA. ***Aaron provided onsite inspection and testing services for this project.***

Project Name and Location: 2020 / 2021 Street Overlay and Reconstruction, Rialto, California
Project Owner: City of Rialto
Time on Project: 2022
Project Role: Field Technician
Duties and Description: The scope of work included construction management, project inspection, labor compliance, and geotechnical and materials testing services for the Street Overlay and Reconstruction Project. The materials used on the project consist of cold central plant recycling asphalt concrete, cement stabilized pulverized base, HMA and ARHM. ***Aaron provided onsite inspection and testing services for this project.***

Project Name and Location: Walnut Park – Walnut Street, Los Angeles County, California
Project Owner: Los Angeles County Department of Public Works
Time on Project: 2024
Project Role: Field Inspector
Duties and Description: The Walnut Park project for Los Angeles County Public Works is a 7.10-mile corridor rehabilitation spanning multiple residential and commercial neighborhoods in the unincorporated community of Walnut Park. Improvements included full roadway reconstruction, cold milling, pavement replacement, and new asphalt paving across several streets, along with installation of Asphalt Concrete (AC), Asphalt Rubber Hot Mix (ARHM), Cold Central Plant Recycled Asphalt Concrete Pavement (CCPRACP), Cement-Stabilized Pulverized Base (CSPB), and Portland Cement Concrete (PCC) curb, gutter, sidewalk, and ADA-compliant curb ramps. ***Aaron delivered inspection services with an emphasis on ensuring safe pedestrian pathways and proactively coordinating access for residents and neighborhood businesses during the phased, multi-street construction process.***

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

May 20, 2026

G3 Proposal Number: 6123

Fabian Aoun, PE, QSP/QSD
City of Downey
1111 Brookshire Avenue
Downey, California 90241

Subject: Proposal to Provide Special Inspection and Materials Testing Services for the Space Shuttle Building Project, CIP 21-18

Dear Mr. Aoun:

G3 Quality, Inc. (G3) appreciates the opportunity to provide professional quality assurance materials testing services for the referenced project. G3 is a **California Certified Small Business** with over 24 years of extensive experience successfully implementing quality assurance programs throughout California. Our team of experts are leaders in materials innovation and sustainable design. G3 maintains multiple Caltrans, AMRL, and CCRL certified laboratories in California and maintains fully integrated mobile laboratories. We are signatory to the Operating Engineers Local 12 Union and continually train, support, and employ highly experienced field inspectors and technicians.

We have assembled a strong team consisting of experienced materials and soils engineers and materials testing field and laboratory technicians. I will serve as the Project Manager, bringing extensive experience leading municipal and agency development projects.

We sincerely appreciate your invitation to propose our services to you on this important project. If you have any questions or would like further information, feel free to contact me directly at 339.502.0312 or qli@g3quality.com.

Best Regards,

G3 Quality, Inc.

Qiang Li, PE, PhD
Project Manager

Enclosed:
Project Understanding and Scope of Services
Attachment A: Cost File
Attachment B: Standard Terms and Conditions
Attachment C: Additional Services Schedule of Fees

SBE Certified Number: 1753245 | DIR Registration Number: 1000005181

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

PROJECT UNDERSTANDING

The project consists of constructing a 39,725-square-foot exhibit building with a mezzanine level, support spaces, and storage areas; a 15,300-square-foot STEM classroom building; outdoor gathering and circulation areas; and associated campus integration improvements.

SCOPE OF SERVICES

G3 proposes to offer Quality Assurance technical consulting, inspection, materials sampling, and testing services on an as-needed basis for various tasks including earthwork, trench backfill, subgrade, aggregate base, structural steel, welding, high strength bolting, post-installed anchors, reinforcing steel, and concrete testing.

QUALITY ASSURANCE MATERIAL TESTING SERVICES FEE

The estimated fee to implement and perform the quality assurance sampling and testing services for the subject project is included in the Cost File (Attachment A) and Schedule of Fees (Attachment C). All services including technical consulting and laboratory testing will be billed in accordance with the approved schedule of fees. This will be billed as "time and expense" for all work.

SCOPE OF SERVICES LIMITATIONS

G3's Standard Terms and Conditions (Attachment B) are incorporated into and are an integral part of the professional services agreement. The daily shift rates are based on the proposed shift duration. Overtime, as defined in Attachment B, extending beyond the proposed shift schedule will be billed at an hourly labor rate of $259.50. Double-time, as defined in Attachment B, extending beyond the proposed shift schedule will be billed at an hourly labor rate of $346.00. Services requested that are not specifically outlined in this proposal will be billed upon authorization on a time and expense basis in accordance with our Standard Schedule of Fees (Attachment C).

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

ATTACHMENT A: COST FILE

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

ATTACHMENT A. COST FILE
CITY OF DOWNEY
SPACE SHUTTLE BUILDING PROJECT, CIP 21-18

DATE: 5/21/2026
BID #: 6123

TASK 1: PRECONSTRUCTION SERVICES						
PROFESSIONAL SERVICE	**SCOPE OF SERVICES:**	**DIRECT LABOR - CLASSIFICATION / TITLE**	**ESTIMATED QUANTITY**			
			AMOUNT	**UNITS**	**UNIT RATE**	**FEES**
Plans and Specifications Review and Schedule Coordination	Assumed at six hours for review	Project Manager	**6**	HR.	$ 235.00	$ 1,410.00
Preconstruction Meeting Attendance	Assumed at one Preconstruction Meeting	Project Manager	**2**	HR.	$ 235.00	$ 470.00
					Subtotal:	**$ 1,880**

TASK 2: SERVICES DURING CONSTRUCTION						
PROFESSIONAL SERVICE	**SCOPE OF SERVICES:**	**DIRECT LABOR - CLASSIFICATION / TITLE**	**ESTIMATED QUANTITY**			
			AMOUNT	**UNITS**	**UNIT RATE**	**FEES**
Coordinate and Manage Material Testing and Inspection, Review Reports/Report Submittal	Based on a one hour per technician/inspection shift for QA Program Management	Project Manager	**72**	HR.	$ 235.00	$ 16,920.00
Review Contractor Submittals	Assume one hour review per submittal for 6 submittals	Project Manager	**6**	HR.	$ 235.00	$ 1,410.00
Provide Technician for Material Testing (concrete, HMA, earthwork, subgrade, and base) Technician is billed on a portal to portal basis	Assume one day per week for a duration of 40 weeks.	Public Works Inspector	**320**	HR.	$ 173.00	$ 55,360.00
Provide ICC Inspector (Structural Steel, Welding, and High-Strength Bolting) Technician is billed on a portal to portal basis	Assume one day per week for a duration of 32 weeks.	ICC Inspector	**256**	HR.	$ 175.00	$ 44,800.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions Billed on a per test basis	See Appendix A - Laboratory Schedule of Fees	**1**	Not to Exceed	$ 18,044.00	$ 18,044.00
					Subtotal:	**$ 136,534**

OTHER DIRECT COSTS						
PROFESSIONAL SERVICE	**RELATED PROVISIONS:**	**OTHER DIRECT COST**	**ESTIMATED QUANTITY**			
			AMOUNT	**UNITS**	**UNIT RATE**	**FEES**
Nuclear Density Gauge	Per Technician per hour during field compaction activities	Expense Item Billed per Unit	**160**	HR.	$ 10.00	$ 1,600.00
Field Vehicles	Per Field Inspector or Technician	Vehicle Per Day	**72**	EA.	$ 135.00	$ 9,720.00
					Subtotal:	**$ 11,320**

CONTINGENCIES OPTION					
PROFESSIONAL SERVICE	**RELATED PROVISIONS:**	**ESTIMATED QUANTITY**			
		AMOUNT	**UNITS**	**UNIT RATE**	**FEES**
Overtime Contingency Allowance	Overtime billed at 1.5 x hourly rate and Double-time billed at 2.0 x the applicable hourly rate	**0**	HR.		$ -
				Subtotal:	**$ -**
				QUALITY ASSURANCE INSPECTION AND MATERIALS TESTING NOT TO EXCEED:	**$ 149,734**

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Appendix A - Laboratory Schedule of Fees

Subgrade and Base				
	Frequency	**# Tests**	**Unit Cost**	
Max Density Optimum Moisture Modified (ASTM D1557)	1 per source/soil type	8	330	2,640
Sieve Analysis(ASTM C136/CTM 202)	1 Base Samples	2	269	538
Sand Equivalent (ASTM D5419/ CTM 217)	1 Base Samples	2	177	354
LA Abrasion (ASTM C131)	1 per source	1	359	359
R-Value (CTM 301)	1 per source	1	531	531
			Subtotal	**$ 4,422.00**
Steel				
	Frequency	**# Tests**	**Unit Cost**	
Rebar Ultimate Tensile Strength/Yield Strength/Elongation (≤#11)	As needed	15	168	2,520
Rebar Bend Test (≤#11)	As needed	15	90	1,350
			Subtotal	**$ 3,870.00**
Testing of PCC				
	Frequency	**# Tests**	**Unit Cost**	
Sieve Analysis(ASTM C136/CTM 202)	2 per project	2	269	538
Sand Equivalent (ASTM D5419/ CTM 217)	2 per project	2	177	354
Cylinder Compressive Strength ASTM C39	1 set of 4 per day	80	52	4,160
Daily Sample Pickup	Daily	20	235	4,700
			Subtotal	**$ 9,752.00**
			Total	**$ 18,044.00**

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

ATTACHMENT C: ADDITIONAL SERVICES SCHEDULE OF FEES

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

STANDARD SCHEDULE OF FEES

Professional Staff Rates Per Hour Unless Otherwise Noted	
Engineering and Consulting	
Classification	**Rate**
Principal / Project Director	$365.00
Registered Engineer	$277.00
Quality Program Manager	$265.00
Project Technical Advisor	$250.00
Project Manager	$235.00
Staff Engineer	$150.00
Laboratory Manager	$190.00
Laboratory Technician	$135.00
Administrative	$71.00
Field Inspection and Technician Services	
Classification	**Rate**
Quality Control Manager	$190.00
Public Works Inspector	$173.00
ICC Soils Inspector/Grading Inspector/LA Deputy	$175.00
ICC Structural Concrete/Masonry Inspector	$175.00
Roadway Inspector	$173.00
Structures Inspector	$178.00
HMA / Concrete Batch Plant Inspector	$169.00
Source Materials Fabrication Inspector	$173.00
Quality Assurance / Quality Control Technician	$169.00
AWS Certified Welding Inspector	$173.00
NDE Inspection (ASNT, NDT, UT/MT/PT)	$189.00
Coating Inspection (NACE II)	$184.00
Office Administrative Fees	
Classification	**Rate**
Monthly Certified Payroll Report	$165
Monthly Technology Fee	$50
Final Geotechnical or Design Report Replicate Copy	$295
Overnight Mail (cost plus 15%)	15%

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Equipment Usage Per **Day** Unless Otherwise Noted	
Equipment/Vehicle	
Classification	**Rate**
Air Meter	$42.00
Drilling/Sampling Equipment	By quote
Nuclear Gauge (per hour)	$10.00
Concrete/Asphalt Coring Equipment	$599.00
Ground penetrating radar	By quote
Magnetic Imaging Technology Scanner (MIT dowel bar Scanner) (per hour)	$225.00
Pavement Inertial Profiling truck (per hour)	By quote
Field Truck	$135.00
Caltrans Rapid Strength Concrete Testing Mobile Laboratory	$275.00
Onsite Project Mobile Laboratory	By quote
Travel and Miscellaneous	
Remote Project Subsistence	By quote
Travel Time (billed Portal to Portal at hourly billing rate of the individual)	By quote
Overtime and Saturday Rate	1.5x Hourly Rate
Double-time, Sunday and Holiday Rate	2.0x Hourly Rate
Less than 12 Hour Notice Scheduling Surcharge	Standard Rate plus 50%

Laboratory Sample Handling Per Hour Unless Otherwise Noted	
Sample Pick-Up	
Classification	**Rate**
Sample Pick-Up Trip (within 100 miles of closest G3 Laboratory Flat Rate)	$235.00
Saturday or Sunday Sample Pick-Up Trip (within 100 miles of closest G3 Laboratory Flat Rate)	$355.00
Rush Charges for Laboratory Services Note: Available for Certain Tests at the Following Premiums Above List Price	
Classification	**Rate**
Same Day Service (dependent on availability)	100%
1 Day Turnaround	80%
2 Day Turnaround	60%
3 Day Turnaround	40%
4 Day Turnaround	25%

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Laboratory Testing Services

Concrete Tests (Field Made Specimens)

Test	Test Method	Invoice Code	Rate
Coefficient of Thermal Expansion	AASHTO T-336	5000	$795.00
Core Compression (including trimming)	ASTM C42/C39	5001	$108.00
Cylinder: Compression Strength - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5002	$52.00
Cylinder: Tested out of Sequence - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5003	$56.00
Density, Absorption, and Voids in Hardened Concrete	ASTM C642	5004	$441.00
Flexural Beams Not Exceeding Ref. Size of 6"x6"x18"	ASTM C78, CTM 523, AASHTO T97, ASTM C1609	5005	$95.00
Modulus of Elasticity Test	ASTM C469	5006	$256.00
Splitting Tensile Strength: Cylinders	ASTM C496	5007	$126.00
Measuring Thickness of Concrete Elements Using Drilled Cores (Per Core)	ASTM C174 / CTM 531	5011	$57.00
Drying Shrinkage (28 Days), 5 Readings up to 28 Dry Days	AASHTO T160 / ASTM C157 Modified	5009	$668.00
• Additional Reading, Per Set of Three Bars	AASHTO T160 / ASTM C157 Modified	5009.1	$69.00
• Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	AASHTO T160 / ASTM C157 Modified	5009.2	$40.00
Nuclear Hot Concrete Test	SPM-5.28.14	5012	By Quote
Measurements of Solids in Water	ASTM C1603	5013	$170.00

Concrete Specimen Preparation

Test	Test Method	Invoice Code	Rate
Coring of Test Panels in Lab (Each)		5100	$73.00
Diamond Sawing of Cores or Cylinders (Each)		5101	$49.00

Concrete Mix Design and Laboratory Trial Batch

Test	Test Method	Invoice Code	Rate
Concrete Laboratory Trial Batch	ASTM C192	5200	By Quote
Concrete Laboratory Mix Study	ASTM C192	5201	By Quote
Lab Drying Shrinkage (28 days Wet/28 Day Dry), 5 Readings	ASTM C157	5202	$710.00
Lab Drying Shrinkage (Up to 28 days), 5 Readings	AASHTO T160 / ASTM C157 Modified	5203	$657.00
• Additional Reading, Per Set of Three Bars	AASHTO T160 / ASTM C157 Modified	5203.1	$69.00
• Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	AASHTO T160 / ASTM C157 Modified	5203.2	$40.00
Time of Set (Up to 8 hours)	ASTM C403	5204	$216.00
Laboratory Concrete Mix Study	ASTM C192	5205	By Quote
Potential Alkali Reactivity of Aggregates (Mortar-Bar Method) – Fine Aggregate	ASTM C1260	5206	$1,082.00
Potential Alkali Reactivity of Aggregates (Mortar-Bar Method) – Coarse Aggregate	ASTM C1260	5207	$1,298.00
Potential Alkali-Silica Reactivity of Aggregate Combinations – Accelerated Mortar Bar Method	ASTM C1567	5208	$1,298.00
Unit Weight Including Lightweight Concrete, Air Dry Method	ASTM C567	5209	$136.00
Unit Weight Including Lightweight Concrete, Oven Dry Method	ASTM C567	5210	$119.00

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Laboratory Testing Services			
Potential Reactivity of Aggregate – Mortar Bar Expansion Method (12 Months)	ASTM C1293	5211	$2,987.00
Potential Reactivity of Aggregate – Mortar Bar Expansion Method (24 Months)	ASTM C1293	5212	$3,193.00
Specifications for Lightweight Aggregates	ASTM C330	5213	By Quote
Masonry, Prisms, Mortar, and Grout			
Test	**Test Method**	**Invoice Code**	**Rate**
Absorption of Masonry Block (set of 3)	ASTM C140	5300	OS Lab
Compressive Strength of Composite Prism, 8"x8"x16"	ASTM C1314	5301	OS Lab
Compressive Strength of Composite Prism, 8"x12"x16"	ASTM C1314	5302	OS Lab
Compression Strength of Masonry Block (set of 3)	ASTM C140	5303	OS Lab
Compressive Strength of Masonry Cores, 6"	ASTM C39	5304	$95.00
Grout Compressive Strength, 2"x2"x2" Cube	ASTM C109	5305	$60.00
Grout Compressive Strength, 3"x3"x6" Prism	UBC STD 21-18, ASTM C1019	5306	$78.00
Linear Shrinkage of Masonry Block (set of 3)	ASTM C426	5307	OS Lab
Mortar Compressive Strength 2"x4", 3"x6" Cylinder	UBC STD 21-16, ASTM C780	5309	$132.00
Mortar Compressive Strength 2"x2"x2" Cube	UBC STD 21-16, ASTM C780	5310	$60.00
Shear Test of Masonry Cores, 6"	DSA	5311	OS Lab
Unit Weight of Masonry Block (set of 3)	ASTM C140	5313	OS Lab
Web and Face Shell Measurements	ASTM C140	5314	OS Lab
Laboratory Batched Cement Mortar, 2"x2"x2" Cubes (Set of 9)	ASTM C109	5315	$639.00
Relative Mortar Strength of Portland Cement Concrete Sand	CTM 515	5316	$1,360.00
Soils and Aggregate Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
Abrasion: Los Angeles Rattler	ASTM C131, CTM 211, AASHTO T96	2000	$359.00
Abrasion: Los Angeles Rattler, Large-Size Coarse Agg.	ASTM C535, CT 211	2001	$398.00
Atterberg Limits/Plasticity Index	ASTM D4318, CTM 204, AASHTO T90	2002	$322.00
California Bearing Ratio Excluding Maximum Density (Multi-Point)	ASTM D1883, AASHTO T193	2003	OS Lab
California Bearing Ratio Excluding Maximum Density (One Point)	ASTM D1883, AASHTO T193	2003.1	OS Lab
California Bearing Ratio Excluding Maximum Density (Cement or Lime Treated)	ASTM D1883, AASHTO T193	2003.2	OS Lab
Chloride and Sulfate Content	CTM 417, CTM 422	2004	OS Lab
Clay Lumps and Friable Particles	ASTM C142	2005	$310.00
Cleanness Value: 1" x #4	CTM 227	2006	$211.00
Cleanness Value: 2.5" x 1.5" or 1.5" x .75"	CTM 227	2007	$567.00
Corrosivity Series: Sulfate, Cl, pH, Resistivity	CTM 643, 417, 422	2008	OS Lab
Crushed/Fractured Particles	ASTM D5821, CTM 205, T335	2009	$275.00
Durability Index: Per Method – A, B, C, or D	ASTM D3744, CTM 229, AASHTO T210	2010	$348.00
Expansion Index	ASTM D4829	2011	$180.00
Flat Particle and Elongated Particle	ASTM D4791, CTM 235	2012	$281.00
Flat or Elongated Particle	ASTM D4791, CTM 235	2013	$289.00
Full Depth Reclamation (FDR) Mix Design	Project Specified	2014	By quote

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Laboratory Testing Services			
Material Finer than #200 Sieve by Washing	ASTM D1140, CTM 202, AASHTO T11	2015	$133.00
Moisture and Density: Ring Sample	ASTM D2937	2016	OS Lab
Moisture and Density: Shelby Tube Sample	ASTM D2937	2017	OS Lab
Organic Impurities	ASTM C40, CTM 213, AASHTO T21	2018	$139.00
Permeability of Granular Soil	ASTM D2434, CTM 220, AASHTO T215	2019	OS Lab
R-Value: Soil	ASTM D2844, CTM 301, AASHTO T190	2020	$382.00
R-Value: Aggregate Base	ASTM D2844, CTM 301, AASHTO T190	2021	$531.00
Relative Compaction of Soils (California Method)	CTM 216	2022	$289.00
Sand Equivalent	ASTM D2419, CTM 217, AASHTO T176	2023	$177.00
Sieve w/ Hydrometer: 3/4" Gravel to Clay	ASTM D422, CTM 203, AASHTO T88	2024	OS Lab
Sieve w/ Hydrometer: Sand to Clay	ASTM D422, CTM 203, AASHTO T88	2025	OS Lab
Sieve Analysis with Wash	ASTM C136, CTM 202, AASHTO T27	2026	$182.00
Sieve Analysis w/out Wash	ASTM C136, CTM 202, AASHTO T27	2027	$155.00
Split Sieve Analysis (coarse/fine aggregates)	ASTM C136, CTM 202, AASHTO T27	2028	$269.00
Sieve Analysis w/o Wash: W/ Cobbles	ASTM C136, CTM 202, AASHTO T27	2029	$296.00
Soil Cement Treated Mix Design	Project Specified	2030	By quote
Soil Max. Density & Optimum Moisture: Standard Effort	ASTM D698, AASHTO T99	2031	$308.00
Soil Max. Density & Optimum Moisture: With Rock Correction	ASTM D698, D1557, D4718, AASHTO T99, T180	2032	$405.00
Soil Max. Density & Optimum Moisture Density: Check Point	ASTM D698, D1557, AASHTO T99, T180	2033	$133.00
Max. Density & Optimum Moisture: Modified Effort	D1557, AASHTO T99, T180	2034	$330.00
Soils and Aggregates: Moisture Content	ASTM D566, CTM 226, AASHTO T255	2035	$43.00
Soundness: Sodium or Magnesium Sulfate, 5 Cycles, Per Sieve Size	ASTM C88, CTM 214, AASHTO T104	2036	$188.00
Specific Gravity and Absorption: Coarse Aggregate	ASTM C127, CTM 206, AASHTO T85	2037	$153.00
Specific Gravity and Absorption: Fine Aggregate	ASTM C128, CTM 207, AASHTO T84	2038	$238.00
Specific Gravity of Soils	ASTM D854, CTM 209, AASHTO T100	2039	$149.00
Standard Specification for Concrete Aggregates (C33)	ASTM C33	2040	By quote
Uncompacted Void Content - Fine Aggregate	ASTM C1252, CTM 234, AASHTO T304	2041	$218.00
Unconfined Compression of Soils	ASTM D2166, CTM 221, AASHTO T208	2042	OS Lab
Unit Weight of Aggregates	ASTM C29, CTM 212, AASHTO T19	2043	$141.00
Voids in Aggregate	ASTM C29, CTM 212, AASHTO T19	2044	$141.00
Lightweight Particles, Fine Aggregate	ASTM C123, AASHTO T113	2045	$190.00
Lightweight Particles, Coarse Aggregate	ASTM C123, AASHTO T113	2046	$228.00
Lightweight Particles, Coarse Aggregate (Chert)	ASTM C123, AASHTO T113	2047	$228.00
Scratch Hardness of Coarse Aggregate	CRD-C 130	2048	By quote
Hot Mix Asphalt (HMA), Warm Mix Asphalt (WMA), Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
SSD: Bulk Specific Gravity of Compacted HMA Sample or Core	ASTM D2726, CTM 308C, AASHTO T166	3000	$73.00
Coated: Bulk Specific Gravity Compacted HMA Sample or Core	ASTM D1188, CTM 308A, AASHTO T275	3001	$102.00
Draindown Characteristics in Uncompacted HMA	ASTM D6390, AASHTO T305	3002	$216.00
Lab Mixed-Effect of Moisture on HMA	ASTM D4867, AASHTO T283	3003	$1,696.00
Lab Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3004	$2,070.00

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Laboratory Testing Services			
Plant Mixed-Effect of Moisture on HMA Mix	ASTM D4867, AASHTO T283	3005	$1,227.00
Plant Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3006	$1,696.00
Extraction: % Bitumen by Ignition	ASTM D6307, CTM 382, AASHTO T308	3007	$278.00
Extraction: % Bitumen by Ignition & Gradation	ASTM D6307/D5444, CTM 382/202, AASHTO T308/T27	3008	$384.00
Gyratory Compacted Bulk Sp. Gr. (set of 3)	ASTM D6925, AASHTO T312	3009	$379.00
Plant Mixed - Hamburg Wheel Track Test	AASHTO T234	3010	$1,556.00
Lab Mixed - Hamburg Wheel Track Test	AASHTO T234	3011	$2,639.00
HMA Ignition Oven Correction Factor	ASTM D6307, CTM 382, AASHTO T309	3012	$994.00
HMA Moisture Content	CTM 370, AASHTO T329	3013	$80.00
Hveem Mix Design	Project Specified	3014	By quote
Hveem Compacted Bulk Sp, Gr. (set of 3): Paraffin	ASTM D1188, CTM 308A, AASHTO T275	3015	$269.00
Hveem Stabilometer Test - Lab Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3016	$460.00
Hveem Stabilometer Test - Plant Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3017	$281.00
Lab Mixed - Indirect Tensile Strength of HMA (IDT)	ASTM D6931	3018	$448.00
Plant Mixed - Indirect Tensile Strength of HMA (IDT)	ASTM D6931	3019	$303.00
Lab Mixed - High Temperature Indirect Tensile Strength of HMA (IDT-HT)	ASTM D6931	3038	$448.00
Plant Mixed - High Temperature Indirect Tensile Strength of HMA (IDT-HT)	ASTM D6931	3039	$303.00
4" Marshall Compacted Bulk. Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3020	$301.00
6" Marshall Compacted Bulk Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3021	$311.00
Marshall Mix Design	Project Specified	3022	By quote
Max. Theoretical Specific Gravity [RICE]	ASTM D2041, CTM 309, AASHTO T209	3023	$207.00
Open Grade Mix Design	Project Specified	3024	By quote
Quantitative Extraction: % Bit. & Sieve Analysis	ASTM D2172, AASHTO T164	3025	OS Lab
RAP Quality Testing - Total of 3 Samples	CTM 384, MS-2	3026	$3,166.00
Lab Mixed - Resistance of Compacted HMA to Moisture Damage	CTM 371	3027	$2,477.00
Resistance to Plastic Flow - 4" Marshall of Cored Sample	ASTM D6926/6927, AASHTO R68/T245	3028	$200.00
Resistance to Plastic Flow - 4" Marshall Test, Plant Mix	ASTM D6926/6927, AASHTO R68/T245	3029	$303.00
Resistance to Plastic Flow - 4" Marshall Test Lab Mixed	ASTM D6926/6927, AASHTO R68/T245	3030	$448.00
Resistance to Plastic Flow - 6" Marshall Test Lab Mixed	ASTM D5581	3031	$586.00
Resistance to Plastic Flow - 6" Marshall Test, Premixed	ASTM D5581	3032	$468.00
Superpave Mix Design	Project Specified	3033	By quote
Rutting Susceptibility of HMA using the APA Lab Mixed	AASHTO T340	3034	$2,478.00
Rutting Susceptibility of HMA using the APA - Plant Mixed	AASHTO T340	3035	$2,069.00
Lab Mixed - Rapid Shear Rutting Test (IDEAL-RT) - Set of 3	ASTM WK71466	3040	$1,622.00
Plant Mixed - Rapid Shear Rutting Test (IDEAL-RT) - Set of 3	ASTM WK71466	3041	$1,082.00

Docusign Envelope ID: 64A44633-119D-8F8C-801B-9F8515606B9E

Laboratory Testing Services			
Lab Mixed - Indirect Tensile Cracking Test (IDEAL -CT) - Set of 3	ASTM 8225	3036	$1,622.00
Plant Mixed – Indirect Tensile Cracking Test (IDEAL -CT) - Set of 3	ASTM 8225	3037	$1,082.00
Cantabro Abrasion Loss of HMA Specimens (Set of 3)	ASTM D7064 Appendix X2 / AASHTO T401	3044	$858.00
Emulsion Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
Emulsion Residue, Evaporation	ASTM D244	3100	$164.00
Emulsion Sieve Test	ASTM D244	3101	$159.00
Furol Viscosity @ 77°F	ASTM D7496	3102	$166.00
Furol Viscosity @ 122°F	ASTM D7496	3103	$175.00
Penetration	ASTM D5	3104	$151.00
Residue by Evaporation	ASTM D6934	3105	$159.00
Sieve Test	ASTM D6933	3106	$124.00
Storage Stability, 1 Day	ASTM D6930	3107	$195.00
Storage Stability, 5 Day	ASTM D6930	3108	$225.00
Wet Track Abrasion	ASTM D3910	3109	$209.00
Binder Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
Cone Penetration	ASTM D217	3200	$139.00
Haake Viscosity	LP-11	3201	$180.00
Resilience @ 77°F	ASTM D5329	3202	$139.00
Rubber Binder Profile	Project Specified	3203	$4,685.00
Softening Point	ASTM D36	3204	$151.00
PG Binder Specification Compliance	AASHTO M320	3205	OS Lab
PG Grade Determination	AASHTO R29 / AASHTO M332	3206	OS Lab

--END OF SCHEDULE OF FEES--

Item No. 7.

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:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF CONSTRUCTION CONTRACT FOR THE PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 22-10**

EXECUTIVE SUMMARY

The City Council will consider approving a contract with Elecnor Belco Electric, Inc. in the amount of $297,028 for the Pedestrian Crossing Safety Enhancements Project (Project), Capital Improvement Program (CIP) No. 22-10. The project will enhance pedestrian safety at three school crosswalks through the use of rectangular rapid flashing beacons, high-visibility signage, and pavement marking upgrades.

RECOMMENDATION

That the City Council:

1. Award a contract to Elecnor Belco Electric, Inc., the lowest responsive and responsible bidder in the amount of $297,028 for the Pedestrian Crossing Safety Enhancements Project, CIP No. 22-10;

2. Appropriate $76,425 in additional Federal Highway Safety Improvement Program (HSIP) Grant Funds in Account No. 26-1-6828;

3. Transfer $43,592 in Measure R Local Return Funds from Account No. 56-1-6454 to Account No. 56-1-6828; and,

4. Authorize the City Manager, or his designee, to execute the Construction Contract with Elecnor Belco Electric, Inc. including any non-substantive extensions, change orders, purchase orders, and amendments up to the authorized budget amount of $474,578.

BACKGROUND

The City adopted its Local Road Safety Plan (LRSP) initially in 2022 and updated the LRSP in 2024. The LRSP serves as a blueprint for traffic safety within the City and identifies systemic roadway safety improvement measures to address observed traffic safety issues and enhance traffic safety within the City. To enhance pursuit of this goal, the City opted to pursue funding for the implementation of various safety measures as recommended by the LRSP.

In the spring of 2023, the City applied for and was awarded a California Department of Transportation Highway Safety Improvement Program (HSIP) Cycle 11 Grant in the amount of $300,050 in set-aside funds for the Pedestrian Crossing Safety Enhancements Project. There are three existing uncontrolled marked school crosswalks that will be upgraded through this project. Two of the crosswalks are shared with the City of South Gate and are located adjacent to St. Pius X- St. Matthias Academy on Gardendale Street at Hoover Avenue and at a point located approximately 300 feet east of Arizona Avenue. The third crosswalk is located adjacent to Our Lady of Perpetual Help School on Downey Avenue between Cherokee Drive and Lexington Road. The three pedestrian crossing locations are shown on the Project Location Map (Attachment A).

On February 25, 2025, the City Council approved a Cooperative Agreement with the City of South Gate to participate in the implementation of the Pedestrian Crossing Safety Enhancements Project.

ANALYSIS

On March 10, 2026, the City Council approved plans (Attachment B) and specifications and granted authority to advertise the project for bids. The project will upgrade uncontrolled marked school pedestrian crosswalks to include rectangular rapid flashing beacons (RRFBs), high-visibility signage, and pavement marking treatments to heighten the awareness of the presence of pedestrians, particularly school-age children, at the three aforementioned pedestrian crosswalk locations within the City of Downey and partially within the City of South Gate. The project will be a joint effort with the City of South Gate with Downey serving as the lead agency. In order to expedite the project schedule and reduce costs to the extent possible, the City is planning to procure certain materials which typically require long lead times for fabrication, such as electrical service cabinets.

The Project was advertised in the Downey Patriot on April 16, 2026, and April 23, 2026, and published in various trade publications. On May 14, 2026, the City received and publicly opened five (5) bids through Planet Bids ranging from $297,028 to $449,944. The bid results were as follows:

CONTRACTOR	LOCATION	BID AMOUNT
Elecnor Belco Electric, Inc.	Chino	$ 297,028
California Professional Engineering, Inc.	La Puente	$ 333,333
Crosstown Electrical & Data, Inc.	Irwindale	$ 344,876
DBX, Inc.	Temecula	$ 431,105
Select Electric, Inc.	Anaheim	$ 449,944

The lowest responsive and responsible bidder is Elecnor Belco Electric, Inc., with a base bid amount of $297,028 (Attachment C). Staff reviewed the bid proposal and references provided by Elecnor Belco Electric, Inc and found that Elecnor Belco Electric, Inc., has satisfactorily completed projects for the Cities of Los Angeles, Glendale, Fullerton, Downey, Pasadena, Inglewood, Whittier, and many more. Elecnor Belco Electric's state contractor's license is "current and active," and this contractor is registered with the California Department of Industrial Relations (DIR) for Labor Compliance. Staff recommends that the City Council award a contract to Elecnor Belco Electric, Inc., for the construction of the Pedestrian Crossing Safety Enhancements Project, CIP No. 22-10.

Construction is anticipated to begin in late July 2026 and be completed by November 2026. This project is exempt from the California Environmental Quality Act (CEQA) under section 15301 (c), Existing Facilities.

CITY COUNCIL PRIORITIES

Quality of Life, Safety & Infrastructure

FISCAL IMPACT

Approval of the recommended actions will result in an estimated expenditure of $474,578, a breakdown of which is provided as follows:

Description	**Amount**
Design and Preliminary Engineering	$ 68,847
Construction Contract	$ 297,028
Contingencies (10%)	$ 29,703
City-Furnished Materials	$ 4,000
Construction Inspection and Materials Testing	$ 50,000
Construction Engineering and Project Administration	$ 25,000
Total Estimated Project Cost:	**$ 474,578**

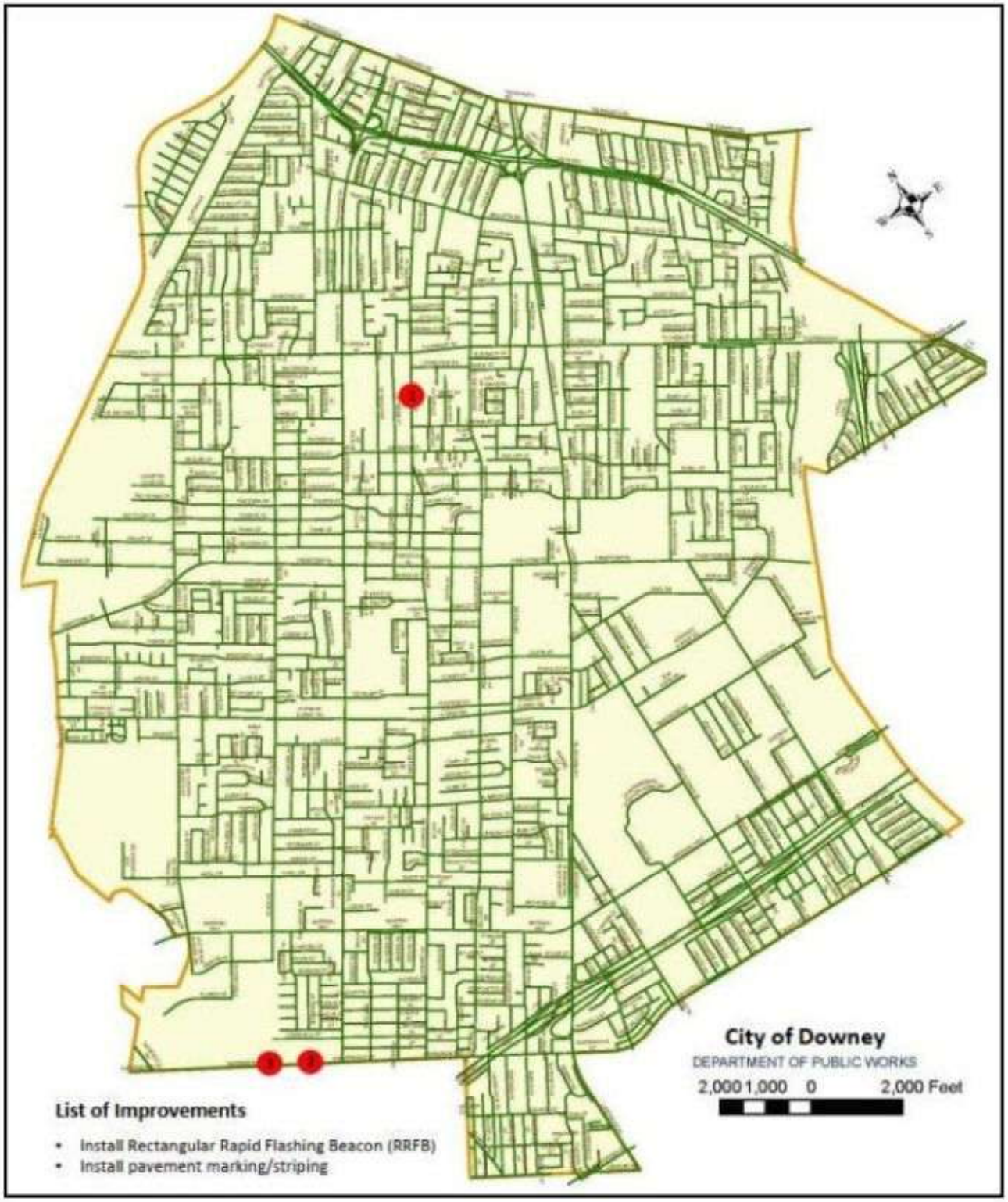
Funding for the project is included in the adopted FY 2025-2026 and proposed FY 2026-2027 Capital Improvement Program (CIP) Budgets. Funding for this project includes the State HSIP grant and Measure R Local Return funds. The table below outlines the available funding for the recommended actions:

Account No.	**Funding Source**	**Amount**
26-1-6828	HSIP Cycle 11 (state) grant (Expended in FY 24-FY 26)	$38,006
26-1-6828	HSIP Cycle 11 (state) grant (Proposed in FY 27)	$185,619
26-1-6828	HSIP Cycle 11 (state) grant (Additional Appropriation Request)	$76,425
56-1-6828	Measure R Local Return Fund (Expended in FY 24-FY 26)	$30,864
56-1-6828	Measure R Local Return Fund (Proposed in FY 27)	$100,072

56-1-6828	Measure R Local Return Fund Transfer Request (proposed in FY 27)	$43,592
	Total Available Budget:	**$474,578**

Attachments

Attachment A - Project Location Map.pdf
Attachment B - CIP 22-10 Plans.pdf
Attachment C - Bid Summary.pdf
Attachment D - Agreement CIP 22-10.pdf



ATTACHMENT A

CITY OF DOWNEY
PUBLIC WORKS DEPARTMENT

CONSTRUCTION PLANS
FOR

STATE PROJECT No. HSIPSL-5334 (070)
PROJECT No. CIP 22-10

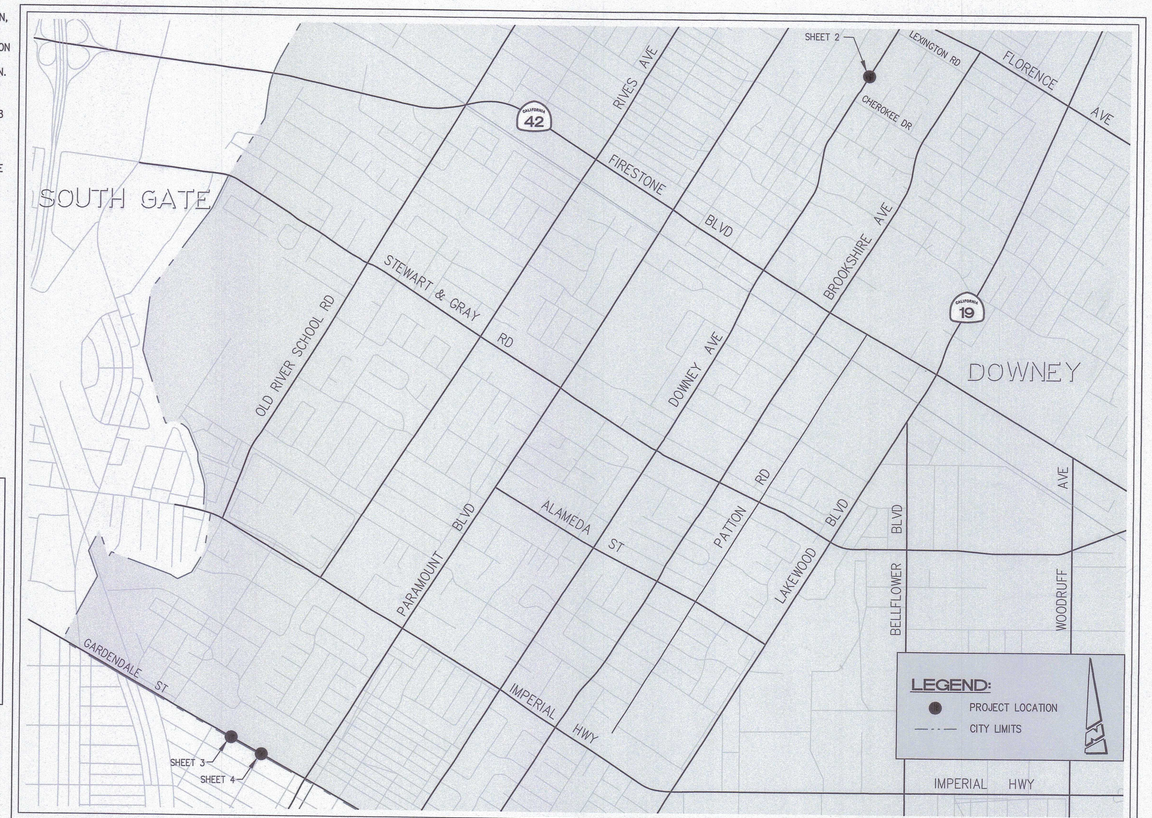
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS

GENERAL NOTES :

1. ALL WORK AND MATERIAL INDICATED ON THESE PLANS SHALL CONFORM TO THE PROVISIONS OF THE STANDARD SPECIFICATIONS AND STANDARD PLANS OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, LATEST EDITION, THE SPECIAL CONDITIONS AND ALL REVISIONS AND DOCUMENTS REFERENCED THEREBY.
2. UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE EXACT LOCATION OF UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH SUCH FACILITIES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT (800) 422-4133, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ALSO LOCATE UTILITIES THAT ARE SHOWN ON THE PLAN, BUT NOT MARKED BY USA, INCLUDING BUT NOT LIMITED TO STORM DRAIN PIPES, STRUCTURES, CULVERTS, IRRIGATION CROSSOVER CONDUITS, ETC.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY UTILITY PERMITS AND NOTIFY ALL UTILITY COMPANIES A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL PHASES OF CONSTRUCTION WITH THE VARIOUS UTILITY COMPANIES INVOLVED.
4. ALL EXISTING IMPROVEMENTS, MATERIALS, AND PLANT MATERIAL TO REMAIN WITHIN THE CONSTRUCTION AREA SHALL BE PROPERLY AND ADEQUATELY PROTECTED FROM DAMAGE DURING CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE TO THE ORIGINAL CONDITION OR REPLACE IN KIND ANY OF THESE EXISTING ITEMS THAT ARE DAMAGED OR DISTURBED IN ANY WAY AT NO COST TO THE CITY.
5. ALL PEDESTRIAN PUSH BUTTONS SHALL BE TYPE B (2" BUTTON) WITH R10-25 (9"X12") SIGN.
6. ANY MODIFICATION OF OR CHANGES TO APPROVED PLANS MUST BE APPROVED BY THE ENGINEER.
7. CONTRACTOR SHALL POTHOLE ALL PROPOSED RRFB POLE FOUNDATION LOCATIONS TO ENDURE THERE WILL BE NO UNDERGROUND SUBSTRUCTURE OR UTILITY CONFLICTS. IN ADDITION, CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES AT PROPOSED CONDUIT LOCATIONS. THE COST OF POTHOLING SHALL BE INCLUDED IN THE VARIOUS BID ITEMS AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED THEREFOR.
8. ALL PULL BOXES SHALL BE ARMORCAST AND SIZE NO 6 WITH "TRAFFIC SIGNAL" LID.
9. ALL SIGNS SHALL BE SIZED PER THE LATEST 2024 CA MUTCD PER NUMBER OF ROAD LANES. ALL SIGNS SHALL BE DIAMOND GRADE SHEETING WITH AN ANTI-GRAFFITI COATING.
10. ALL SIGNS SHALL HAVE A MINIMUM CLEARANCE OF 7 FEET FROM THE BOTTOM OF THE SIGN TO THE GRADE OF THE SIDEWALK/PARKWAY.
11. ALL SAVAGED SIGNS AND POSTS WITHIN THE CITY SOUTH GATE SHALL BE DELIVERED TO THE CITY OF SOUTH GATE LOCATED AT 4244 SANTA ANA STREET.

UNDERGROUND STRUCTURES:

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED, NOT INDICATED ON THE PUBLIC RECORDS EXAMINED, LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FORM ANY AND ALL LIABILITY, REAL OF ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DESCRIPTION	NO. OF SHEETS
1	TITLE SHEET	1
2	RRFB INSTALLATION PLAN – OUR LADY OF PERPETUAL HELP ELEMENTARY SCHOOL ON DOWNEY AVENUE	1
3	RRFB INSTALLATION PLAN – ST. PIUS X–ST. MATTHIAS ACADEMY ON GARDENDALE STREET (WEST)	1
4	RRFB INSTALLATION PLAN – ST. PIUS X–ST. MATTHIAS ACADEMY ON GARDENDALE STREET (EAST)	1
5	DETAILS SHEET	1
		5

ENGINEER'S NOTICE TO CONTRACTOR:

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY LIABILITY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

UNAUTHORIZED CHANGES & USES:

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

UTILITY AND AGENCY INDEX:

UNDERGROUND SERVICE ALERT		(800) 422-4133
CITY OF DOWNEY	WATER & SEWER	(562) 904-7202
CITY OF DOWNEY	TRAFFIC ENGINEER	(562) 904-7110
CITY OF DOWNEY	MAINTENANCE SERVICES	(562) 904-7196
LA COUNTY DEPT. OF PUBLIC HEALTH	CARLOS BORJA	(626) 430-5295
CALIFORNIA DEPT. OF PUBLIC HEALTH	WEI CHANG	(818) 551-2044
LA COUNTY DEPT. OF PUBLIC WORKS	MICHAEL TJAN	(626) 458-1700
LA COUNTY DEPT. OF PUBLIC WORKS	MANUEL ALARCON	(626) 458-7169
LA COUNTY FLOOD CONTROL DISTRICT	MARYAM ADHAMI	(626) 458-3129
LA COUNTY SANITATION DISTRICT	TOMMY SUNG	(562) 699-7411 EXT. 1205
METROPOLITAN TRANSPORTATION AUTHORITY	PETE SERDINES	(213) 626-4455
CENTRAL BASIN MWD	JACQUE KOONTZ	(323) 201-5528
METROPOLITAN WATER DISTRICT	KEN CHUNG	(213) 217-7670
SOUTHERN CALIFORNIA GAS COMPANY	ERNIE GONZALES	(714) 634-3121
SCE (NON-TRANSMISSION LINES)	ERNESTO CHAVEZ	(562) 903-3183
SCE (TRANSMISSION LINES)	ROBERT CHAVEZ	(909) 592-3748
FRONTIER COMMUNICATIONS (VERIZON)	RAY ROUNDTREE	(562) 903-7939
TIME WARNER CABLE	ERNEST CHANG	(562) 259-2015
TIME WARNER CABLE	GENE HARRIGAN	(562) 259-2059
TIME WARNER TELECOM	BART VANWEY	(909) 456-3693
ABOVENET COMMUNICATIONS	KEVIN SULLIVAN	(714) 236-8502
CHARTER COMMUNICATIONS	STEVE FEAR	(626) 430-3338
LEVEL 3/MITEL COMMUNICATIONS	ROGER WEATHERS	(720) 888-5688
NEXTG NETWORKS	RON HERRERA	(909) 593-9700
QWEST COMMUNICATIONS	PAT SLANEY	(714) 936-4898
SBC	MARCELLA CORDOZA	(310) 515-4370
SPRINT	JOE HEALY	(714) 781-7048
VERIZON/MCI	DON BECKERMAN	(626) 666-3526
BP (ARCO) PIPELINES	ROB STREED	(562) 499-2216
PACIFIC PIPELINE SYSTEM LLC	JIM JACOBY	(562) 728-2020
PARAMOUNT PIPELINES	STEVE PEYTON	(562) 531-2060 EXT. 2751
TORRANCE LOGISTICS CO. LLC	ELEANOR MARX	(310) 212-2914

ATTACHMENT B

NOTE: THIS PLAN IS ACCURATE FOR ELECTRICAL AND SIGNING AND STRIPING WORK ONLY.

PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT

DIGALERT
DIAL TOLL FREE 811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

AGA Job No. : 117-004
AGA File Name: TITLE.DWG
Print Date : 1/19/2026
Last Revision : 1/19/2026

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT

APPROVAL BY: JOSE LOERA, RTE 2712 — DATE 3-26-26
CITY TRAFFIC ENGINEER

ACCEPTED BY: ARTURO CERVANTES, RCE 60535 — DATE 3/31/26
ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:

RUBEN PERALES R.C.E. No. 83169 — 1/19/2026 DATE

REGISTERED PROFESSIONAL ENGINEER — RUBEN PERALES — No. 83169 — CIVIL — STATE OF CALIFORNIA

TRAFFIC No. 2838

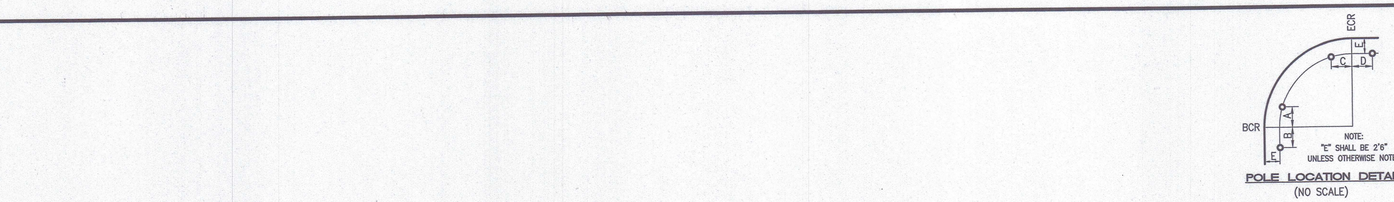
B.M.#

No.	REVISIONS	DATE	BY	APP.

CAPITAL IMPROVEMENT PROJECT No. 22-10

CITY OF DOWNEY
DEPT. OF PUBLIC WORKS — ENGINEERING DIVISION
CAPITAL IMPROVEMENT PROJECT
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT
TITLE SHEET

F.B. REF.
DESIGNED/DRAWN BY: JR — DATE 11/11/2025
CHECKED BY: RP — 11/11/2025
RECOMMENDED BY: CITY TRAFFIC ENGINEER — R.C.E. NO. 50368
APPROVED BY: DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — R.C.E. NO. 71937
SCALE: NO SCALE
SHEET 1 OF 5 SHEETS
DWG. No. 3-49-18

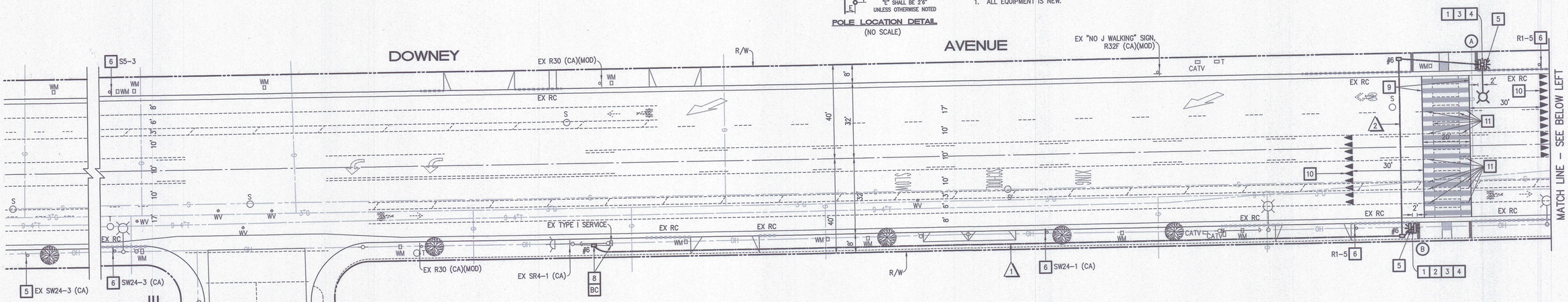


POLE LOCATION DETAIL
(NO SCALE)

POLE SCHEDULE

No.	STANDARD TYPE	HGT.	SIG. M.A.	LUM. M.A.	LUMINAIRE LED	IISNS LEGEND	SIGNAL MOUNTING VEHICLE		PED	PPB PHASE	POLE LOCATION A	B	C	D	E	REMARKS
(A)	15	30'	–	12'	162W	–	–	–	–	–	SEE PLAN				2.5'	
(B)	15–FBS	18'	–	–	–	–	–	–	–	–	SEE PLAN				2.5'	

NOTES:
1. ALL EQUIPMENT IS NEW.



CONDUCTOR SCHEDULE

AWG SIZE, WIRE		RUNS 1	RUNS 2
#8	SIGNAL SERVICE	3	–
#10	LUMINAIRE	2	2
	COMMON	1	1
	TOTAL	3	3
#18	PEDESTRIAN PUSH BUTTON	–	2
	FLASHING LED LIGHT BAR	–	2
	TOTAL	–	4
PERCENT FILL		9%	4%
CONDUIT SIZE		2"	2"

ALL CONDUITS AND CONDUCTORS ARE NEW. ALL CONDUIT SHALL BE PVC SCHEDULE 80 UNLESS OTHERWISE INDICATED.

NOTE: THE CONDUCTOR SCHEDULE IS PROVIDED AS A GUIDELINE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE NECESSARY CONDUCTORS FOR THE INTENDED OPERATION.

CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW AC POWERED RRFB SYSTEM ON NEW STANDARD AS SHOWN, PER MANUFACTURER'S SPECIFICATION. INSTALL SINGLE-FACED RRFB UNIT ON BOTH SIDES OF STANDARD. INSTALL CONDUCTORS PER CONDUCTOR SCHEDULE FOR INTENDED OPERATION. SEE DETAIL "A" ON SHEET 5.

2 – FURNISH AND INSTALL RRFB NEMA RATED ENCLOSURE. FURNISH AND INSTALL CONDUCTORS PER CONDUCTOR SCHEDULE FOR INTENDED OPERATION. SEE DETAIL "A" ON SHEET 5.

3 – FURNISH AND INSTALL NEW SW24-2(CA) SIGN ON BOTH SIDES OF POLE AS SHOWN. SEE DETAIL "A" ON SHEET 5.

4 – FURNISH AND INSTALL PUSH BUTTON ASSEMBLY WITH R10-25 (9"X12") ON SIDE OF POLE ADJACENT TO CROSSWALK. SEE DETAIL "A" ON SHEET 5.

5 – REMOVE AND SALVAGE EXISTING SIGN AND POST COMPLETE.

6 – FURNISH AND INSTALL NEW SIGN AND POST PER CITY OF DOWNEY STD. DRAWING NO. 22.

7 – FURNISH AND INSTALL NEW SIGN ON EXISTING POST OR STREET LIGHT PER CITY OF DOWNEY STD. DRAWING NO. 22.

8 – INTERCEPT EXISTING CONDUIT WITH #6 PULL BOX. FURNISH AND INSTALL 15A BREAKER FOR RRFBs AND 30A BREAKER FOR LUMINAIRE. TERMINATE CONDUCTORS AT BREAKER PANEL.

9 – INSTALL YELLOW THERMOPLASTIC LADDER CROSSWALK PER CALTRANS STD. PLAN A24F AND DETAIL "B" ON SHEET 5.

10 – INSTALL WHITE YIELD LINE PER CALTRANS STD. PLAN A24G AND DETAIL ON SHEET 5.

11 – REMOVE BY WET SANDBLASTING ALL CONFLICTING STRIPING.

PP – PROTECT IN PLACE.

SCALE:1"=20'

CAPITAL IMPROVEMENT PROJECT No. 22-10

DIGALERT
DIAL TOLL FREE 811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

NOTE: THIS PLAN IS ACCURATE FOR ELECTRICAL AND SIGNING AND STRIPING WORK ONLY.

PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT

AGA Job No. : 117-004
AGA File Name: DOWNEYRRFB.DWG
Print Date : 1/19/2026
Last Revision : 1/19/2026

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agoengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169 — 1/19/2026 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA
TRAFFIC No. 2838

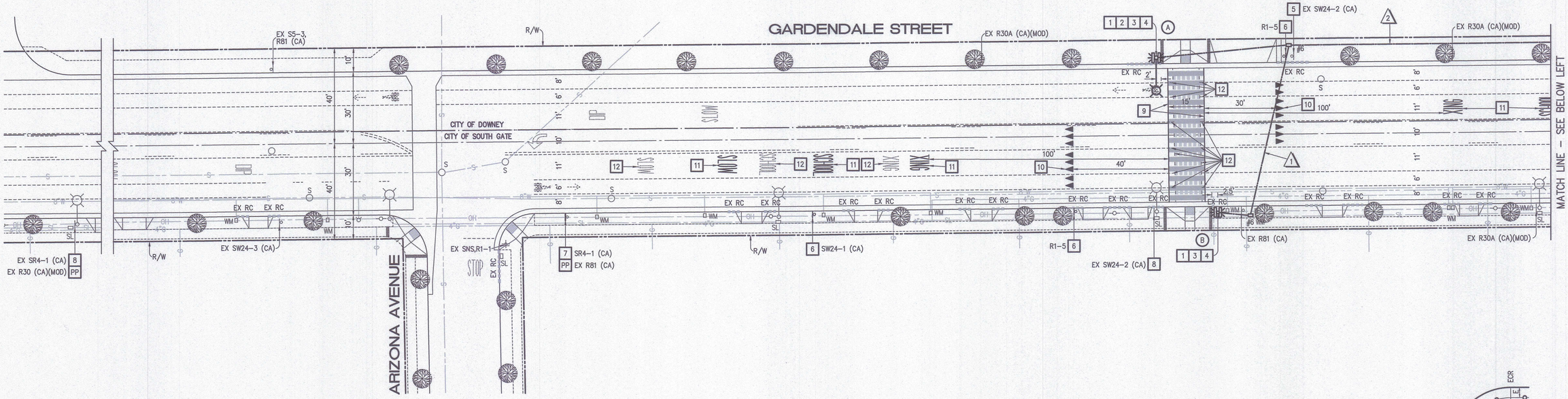
No.	REVISIONS	DATE	BY	APP.

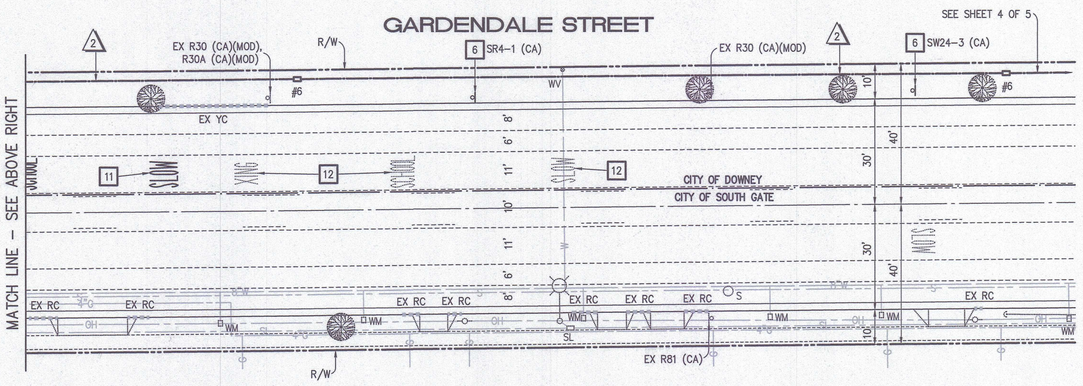
B.M.#

CITY OF DOWNEY
DEPT. OF PUBLIC WORKS — ENGINEERING DIVISION
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT
RRFB INSTALLATION PLAN
OUR LADY OF PERPETUAL HELP ELEMENTARY SCHOOL ON DOWNEY AVENUE

F.B. REF.
DESIGNED/DRAWN BY: JR — DATE 11/11/2025
CHECKED BY: RP — 11/11/2025
RECOMMENDED BY: CITY TRAFFIC ENGINEER — R.C.E. NO. 50368
APPROVED BY: DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — R.C.E. NO. 71932

SCALE 1" = 20'
SHEET 2 OF 5 SHEETS
DWG. No. 3-49-18

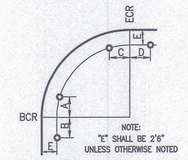




POLE SCHEDULE

No.	STANDARD TYPE	HGT.	SIG. M.A.	LUM. M.A.	LUMINAIRE LED	IISNS LEGEND	SIGNAL MOUNTING VEHICLE		PED	PPB PHASE	POLE LOCATION A	B	C	D	E	REMARKS
A	15	30'	–	12'	162W	–	–	–	–	–	SEE PLAN				2.5'	
B	1-B	12'	–	–	–	–	–	–	–	–	SEE PLAN				2.5'	

NOTES:
1. ALL EQUIPMENT IS NEW.



POLE LOCATION DETAIL
(NO SCALE)

CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW AC POWERED RRFB SYSTEM ON NEW STANDARD AS SHOWN, PER MANUFACTURER'S SPECIFICATIONS. INSTALL SINGLE-FACED RRFB UNIT ON BOTH SIDES OF STANDARD. INSTALL CONDUCTORS PER CONDUCTOR SCHEDULE FOR INTENDED OPERATION. SEE DETAIL "A" ON SHEET 5.

2 – FURNISH AND INSTALL RRFB NEMA RATED ENCLOSURE. FURNISH AND INSTALL CONDUCTORS PER CONDUCTOR SCHEDULE FOR INTENDED OPERATION. SEE DETAIL "A" ON SHEET 5.

3 – FURNISH AND INSTALL NEW SW24-2(CA) SIGN ON BOTH SIDES OF POLE AS SHOWN. SEE DETAIL "A" ON SHEET 5.

4 – FURNISH AND INSTALL PUSH BUTTON ASSEMBLY WITH R10-25 (9"X12") ON SIDE OF POLE ADJACENT TO CROSSWALK. SEE DETAIL "A" ON SHEET 5.

5 – REMOVE AND SALVAGE EXISTING SIGN AND POST COMPLETE.

6 – FURNISH AND INSTALL NEW SIGN AND POST PER CITY OF DOWNEY STD. DRAWING NO. 22.

7 – FURNISH AND INSTALL NEW SIGN ON EXISTING POST OR STREET LIGHT PER CITY OF DOWNEY STD. DRAWING NO. 22.

8 – REMOVE AND SALVAGE EXISTING SIGN.

9 – INSTALL YELLOW THERMOPLASTIC LADDER CROSSWALK PER CALTRANS STD. PLAN A24F AND DETAIL "B" ON SHEET 5.

10 – INSTALL WHITE YIELD LINE PER CALTRANS STD. PLAN A24G AND DETAIL ON SHEET 5.

11 – INSTALL THERMOPLASTIC YELLOW "SLOW SCHOOL XING" PAVEMENT LEGEND PER CALTRANS STD. PLAN A24D.

12 – REMOVE BY WET SANDBLASTING ALL CONFLICTING STRIPING.

PP – PROTECT IN PLACE.

CONDUCTOR SCHEDULE

AWG SIZE, WIRE		RUNS 1	RUNS 2
#6	SIGNAL SERVICE	–	3
#10	LUMINAIRE	–	2
	COMMON	1	1
	TOTAL	1	3
#18	PEDESTRIAN PUSH BUTTON	2	–
	FLASHING LED LIGHT BAR	2	–
	TOTAL	4	–
PERCENT FILL		2%	11%
CONDUIT SIZE		2"	2"

ALL CONDUITS AND CONDUCTORS ARE NEW. ALL CONDUIT SHALL BE PVC SCHEDULE 80 UNLESS OTHERWISE INDICATED.

NOTE: THE CONDUCTOR SCHEDULE IS PROVIDED AS A GUIDELINE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE NECESSARY CONDUCTORS FOR THE INTENDED OPERATION.

SCALE:1"=20'

AGA Job No. : 117-004
AGA File Name: GARDENDALERRFB.DWG
Print Date : 1/19/2026
Last Revision : 1/19/2026

CAPITAL IMPROVEMENT PROJECT No. 22-10

NOTE: THIS PLAN IS ACCURATE FOR ELECTRICAL AND SIGNING AND STRIPING WORK ONLY.

PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT

DIGALERT
DIAL TOLL FREE 811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT

APPROVAL BY: JOSE LOERA, RTE 2712, CITY TRAFFIC ENGINEER — DATE 3-26-26

ACCEPTED BY: ARTURO CERVANTES, RCE 60535, ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS — DATE 3/31/26

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:

RUBEN PERALES R.C.E. No. 83169 — DATE 1/19/2026

REGISTERED PROFESSIONAL ENGINEER — RUBEN PERALES — No. 83169 — CIVIL — STATE OF CALIFORNIA

TRAFFIC No. 2838

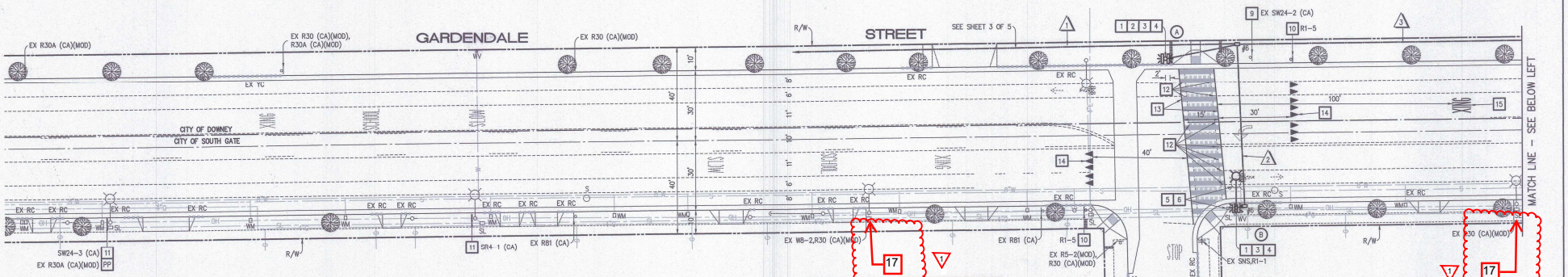
B.M.#

No.	REVISIONS	DATE	BY	APP.

CITY OF DOWNEY
DEPT. OF PUBLIC WORKS — ENGINEERING DIVISION
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT
RRFB INSTALLATION PLAN
ST. PIUS X-ST. MATTHIAS ACADEMY ON GARDENDALE STREET (WEST)

F.B. REF.
DESIGNED/DRAWN BY: JR — DATE 11/11/2025
CHECKED BY: RP — DATE 11/11/2025
RECOMMENDED BY: CITY TRAFFIC ENGINEER R.C.E. NO. 50368
APPROVED BY: DIRECTOR OF PUBLIC WORKS/CITY ENGINEER R.C.E. NO. 71932

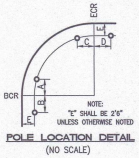
SCALE 1" = 20'
SHEET 3 OF 5 SHEETS
DWG. No. 3-49-18



POLE SCHEDULE

	STANDARD TYPE	HGT.	SIG. M.A.	LUM. M.A.	LUMINAIRE LED	IISNS LEGEND	SIGNAL MOUNTING VEHICLE		PED	PPB PHASE	POLE LOCATION A	B	C	D	E	REMARKS
(A)	15–FBS	18'	–	–	–	–	–	–	–	–	SEE PLAN				2.5'	
(B)	15	30'	–	12'	162W	–	–	–	–	–	–	–	–	1'	2'	

NOTES:
1. ALL EQUIPMENT IS NEW.



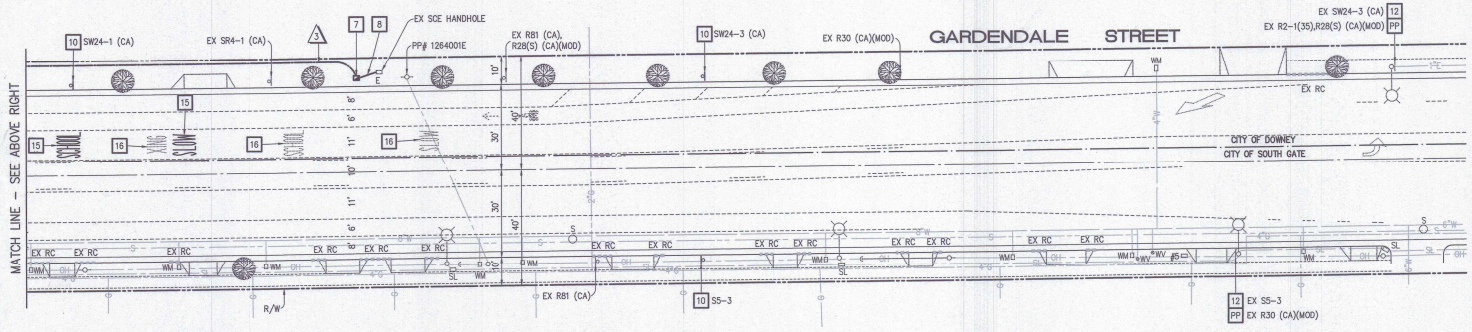
POLE LOCATION DETAIL
(NO SCALE)

CONDUCTOR SCHEDULE

AWG SIZE, WIRE		RUNS 1	2	3
#6	SIGNAL SERVICE	3	–	6
#10	LUMINAIRE	2	2	4
	COMMON	1	1	2
	TOTAL	3	3	6
#18	PEDESTRIAN PUSH BUTTON	–	2	–
	FLASHING LED LIGHT BAR	–	2	–
	TOTAL	–	4	–
PERCENT FILL		11%	4%	23%
CONDUIT SIZE		2"	2"	2"

ALL CONDUITS AND CONDUCTORS ARE NEW. ALL CONDUIT SHALL BE PVC SCHEDULE 80 UNLESS OTHERWISE INDICATED.

NOTE: THE CONDUCTOR SCHEDULE IS PROVIDED AS A GUIDELINE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE NECESSARY CONDUCTORS FOR THE INTENDED OPERATION.



CONSTRUCTION NOTES (THIS SHEET):

1 – FURNISH AND INSTALL NEW AC POWERED RRFB SYSTEM ON NEW STANDARD SHOWN, PER MANUFACTURER'S DIRECTIONS. INSTALL SINGLE–FACED RRFB UNIT ON BOTH SIDES OF STANDARD. INSTALL CONDUCTORS AS NECESSARY FOR INTENDED OPERATION. SEE DETAIL "A" ON SHEET 5.

2 – FURNISH AND INSTALL RRFB NEMA RATED ENCLOSURE. FURNISH AND INSTALL NECESSARY CONDUCTORS FOR INTENDED OPERATION. SEE DETAIL "A" ON SHEET 5.

3 – FURNISH AND INSTALL NEW SW24–2(CA) SIGN ON BOTH SIDES OF POLE AS SHOWN. SEE DETAIL "A" ON SHEET 5.

4 – FURNISH AND INSTALL PUSH BUTTON ASSEMBLY WITH R10–25 (9"X12") ON SIDE OF POLE ADJACENT TO CROSSWALK. SEE DETAIL "A" ON SHEET 5.

5 – REMOVE AND SALVAGE EXISTING STREET LIGHT COMPLETE. REMOVE FOUNDATION.

6 – COORDINATE WITH CITY OF SOUTH GATE FOR REMOVAL OF STREET LIGHT.

7 – FURNISH AND INSTALL TYPE III–BF 120/240V SERVICE EQUIPMENT ENCLOSURE COMPLETE WITH ONE 15A BREAKER FOR RRFBs AND ONE 30A BREAKER FOR LUMINAIRE AND TYPE V PHOTOELECTRIC CONTROL UNIT. CONSTRUCT NEW CARNIFT FOUNDATION AND P.C.C. PAD PER CALTRANS STD. PLAN ES–2E. TOP OF FOUNDATION SHALL BE 12" ABOVE SIDEWALK GRADE. SEE DETAIL ON SHEET 5.

8 – COORDINATE WITH SOUTHERN CALIFORNIA EDISON (SCE) AND FURNISH AND INSTALL NEW 3" CONDUIT WITH PULL ROPE AS REQUIRED BY SCE. AT LEAST 48 HOURS ADVANCE NOTICE SHALL BE GIVEN TO SCE PLANNER BY CONTACTING MR. MARTIN IBARRA AT: (562) 776–0306. EXACT LOCATION OF CONDUIT SHALL BE DETERMINED BY SCE REPRESENTATIVE IN THE FIELD.

9 – REMOVE AND SALVAGE EXISTING SIGN AND POST COMPLETE.

10 – FURNISH AND INSTALL NEW SIGN AND POST PER CITY OF DOWNEY STD. DRAWING NO. 22.

11 – FURNISH AND INSTALL NEW SIGN ON EXISTING POST OR STREET LIGHT PER CITY OF DOWNEY STD. DRAWING NO. 22.

12 – REMOVE AND SALVAGE EXISTING SIGN.

13 – INSTALL YELLOW THERMOPLASTIC LADDER CROSSWALK PER CALTRANS STANDARD PLAN A24F AND DETAIL "B" ON SHEET 5.

14 – INSTALL WHITE YIELD LINE PER CALTRANS STD. PLAN A24G AND DETAIL ON SHEET 5.

15 – INSTALL THERMOPLASTIC YELLOW "SLOW SCHOOL XING" PAVEMENT LEGEND PER CALTRANS STD. PLAN A24D.

16 – REMOVE BY WET SANDBLASTING ALL CONFLICTING STRIPING.

PP – PROTECT IN PLACE.

17 CONTRACTOR SHALL REMOVE EXISTING STREET LIGHT CONDUCTORS IN CONJUNCTION WITH THE REMOVAL OF THE STREET LIGHT PER CONSTRUCTION NOTES 5 AND 6 AND FURNISH AND INSTALL NEW CONDUCTORS BETWEEN THE TWO STREET LIGHTS TO REMAIN.

SCALE:1"=20'

117–004
GARDENDALERRFB.DWG
1/19/2026
1/19/2026

NOTE: THIS PLAN IS ACCURATE FOR ELECTRICAL AND SIGNING AND STRIPING WORK ONLY.

PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT

CAPITAL IMPROVEMENT PROJECT No. 22–10

DIGALERT
DIAL TOLL FREE 811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
APPROVAL BY: 3-26-26 DATE
ACCEPTED BY: 3/31/26 DATE

PLANS PREPARED BY:
SAGA Engineers, Inc.
(714) 992–4592
sgaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835
UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169 1/19/2026 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA
TRAFFIC No. 2838

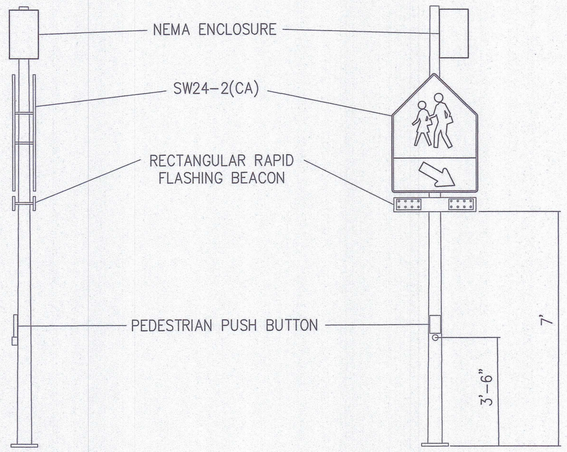
No.	REVISIONS	DATE	BY	APP.
1	NEW CONSTRUCTION NOTE NO.17 - STREET LIGHTING CONDUCTORS	5-11-26	EN	

D.M.#

CITY OF DOWNEY
DEPT. OF PUBLIC WORKS — ENGINEERING DIVISION
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT
RRFB INSTALLATION PLAN
ST. PIUS X–ST. MATTHIAS ACADEMY ON GARDENDALE STREET (EAST)

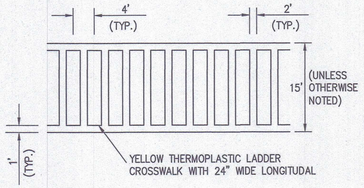
		DATE
F.B. REF.		
DESIGNED/DRAWN BY:	JR	11/11/2025
CHECKED BY:	RP	11/11/2025
RECOMMENDED BY: CITY TRAFFIC ENGINEER	R.C.E. NO. 50368	
APPROVED BY: DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	R.C.E. NO. 71932	

SCALE 1" = 20'
SHEET 4 OF 5 SHEETS
DWG. No. 3-49-18

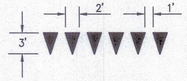


DETAIL A - ROADSIDE RRFB ASSEMBLY AND MOUNTING DETAIL

SCALE: N.T.S.



DETAIL "B"
NO SCALE



YIELD LINE DETAIL
NO SCALE

SR4-1(CA)
(24"x48")

SW24-1(CA)
(30"x42")
(FLUORESCENT YELLOW-GREEN)

SW24-2(CA)
(30"x42")
(FLUORESCENT YELLOW-GREEN)

SW24-3(CA)
(30"x42")
(FLUORESCENT YELLOW-GREEN)

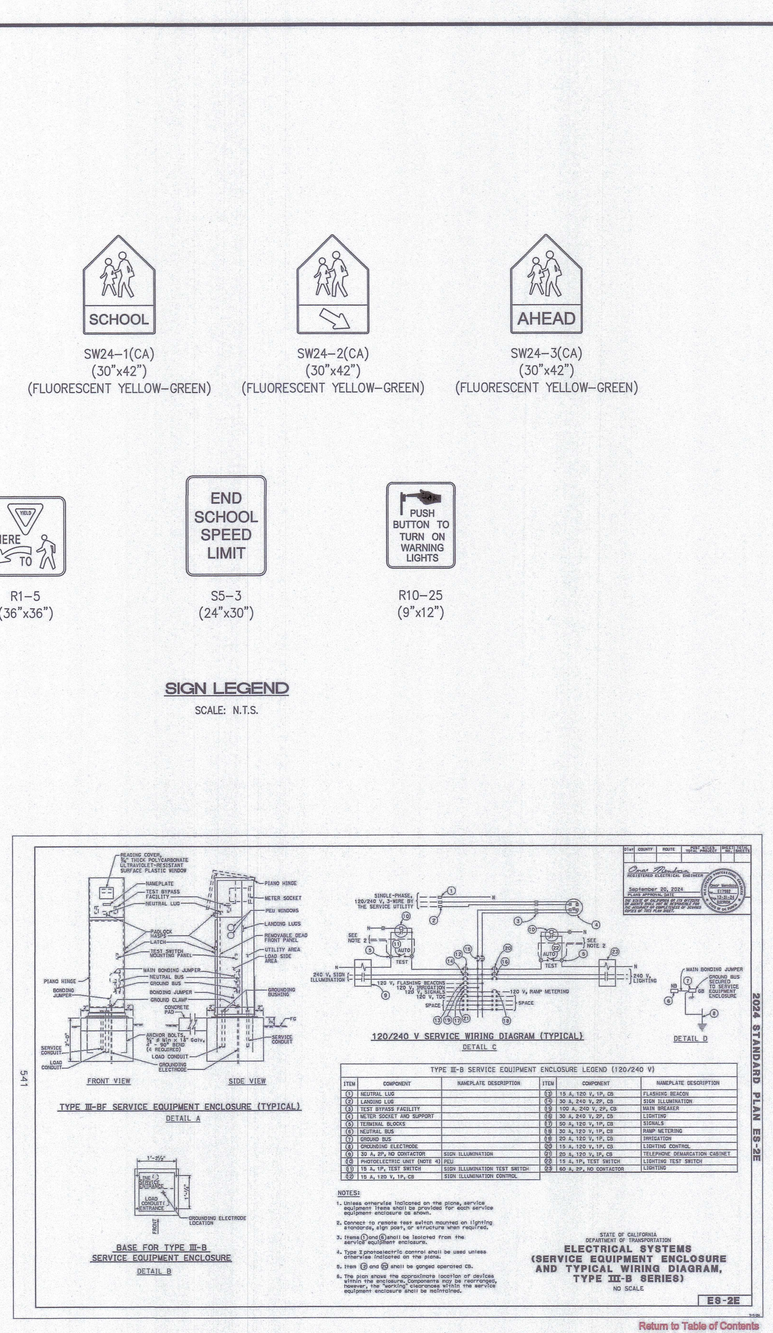
R1-5
(36"x36")

S5-3
(24"x30")

R10-25
(9"x12")

SIGN LEGEND

SCALE: N.T.S.



Return to Table of Contents

CAPITAL IMPROVEMENT PROJECT No. 22-10

DIGALERT
DIAL TOLL FREE
811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

NOTE: THIS PLAN IS ACCURATE FOR ELECTRICAL AND SIGNING AND STRIPING WORK ONLY.
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT

AGA Job No. : 117-004
AGA File Name: DOWNEYRRFB.DWG
Print Date : 1/19/2026
Last Revision : 1/19/2026

PLANS PREPARED BY:
AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
211 Imperial Hwy., Suite 208
Fullerton, CA 92835

UNDER THE SUPERVISION OF:
RUBEN PERALES R.C.E. No. 83169
1/19/2026 DATE

REGISTERED PROFESSIONAL ENGINEER RUBEN PERALES No. 83169 CIVIL STATE OF CALIFORNIA
TRAFFIC No. 2838

No.	REVISIONS	DATE	BY	APP.

B.M.#

CITY OF DOWNEY
DEPT. OF PUBLIC WORKS ENGINEERING DIVISION
CAPITAL IMPROVEMENT PROJECT
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS PROJECT
DETAILS SHEET

		DATE	SCALE
F.B. REF.			1" = 20'
DESIGNED/DRAWN BY:	JR	11/11/2025	
CHECKED BY:	RP	11/11/2025	
RECOMMENDED BY: CITY TRAFFIC ENGINEER	R.C.E. NO. 50368		SHEET 5 OF 5 SHEETS
APPROVED BY: DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	R.C.E. NO. 71932		DWG. No. 3-49-18

Capital Improvement Project (CIP) No. 22-10

State Project No. HSIPSL – 5334 (070)
Pedestrian Crossing Safety Enhancements
Bid Summary

May 14, 2026

Item	Description	Qty	Unit	Elecnor Belco Electric, Inc.		California Professional Engineering, Inc. -		Crosstown Electrical & Data, Inc.	
1	PART A - GENERAL ITEMS	Qty	Unit	Unit of Price	Amount	Unit of Price	Amount	Unit of Price	Amount
2	Mobilization	1	LS	$10,000.00	$10,000.00	$15,250.00	$15,250.00	$15,000.00	$15,000.00
3	Traffic Control, Public Convenience & Safety (Not to Exceed 5% of the Total Bid Amount)	1	LS	$5,800.00	$5,800.00	$5,534.00	$5,534.00	$7,850.00	$7,850.00
4	**PART B - PEDESTRIAN CROSSING SAFETY ENHANCEMENTS**								
5	**Downey Avenue at Our Lady of Perpetual Help School**								
6	Furnish and Install new AC Powered RRFB System Complete	1	LS	$11,458.00	$11,458.00	$13,000.00	$13,000.00	$8,195.00	$8,195.00
7	Furnish and Install new Sign on new Signal Standard	4	EA	$188.00	$752.00	$138.00	$552.00	$70.00	$280.00
8	Furnish and Install ADA Pedestrian Push Button Assembly	2	EA	$850.00	$1,700.00	$1,350.00	$2,700.00	$810.00	$1,620.00
9	Remove and Salvage Existing Sign and Post Complete	4	EA	$152.00	$608.00	$150.00	$600.00	$150.00	$600.00
10	Furnish and Install new Sign and Post Complete	7	EA	$418.00	$2,926.00	$414.00	$2,898.00	$415.00	$2,905.00
11	Furnish and Install new Sign on Existing Post or Street Light	1	EA	$134.00	$134.00	$132.00	$132.00	$135.00	$135.00
12	Intercept Existing Conduit with new #6 Pull Box	1	LS	$1,400.00	$1,400.00	$1,200.00	$1,200.00	$3,275.00	$3,275.00
13	Furnish and Install 15A and 30A Breakers	1	LS	$220.00	$220.00	$500.00	$500.00	$435.00	$435.00
14	Install Thermoplastic Yellow Ladder Crosswalk	720	SF	$4.80	$3,456.00	$4.70	$3,384.00	$4.75	$3,420.00
15	Install White Thermoplastic Yield Line	70	SF	$7.80	$546.00	$7.70	$539.00	$7.75	$542.50
16	Remove by Wet Sandblasting all Conflicting Striping	360	SF	$7.20	$2,592.00	$7.10	$2,556.00	$7.15	$2,574.00
17	Furnish and Install new #6 Pull Box	2	EA	$1,198.00	$2,396.00	$925.00	$1,850.00	$1,790.00	$3,580.00
18	Furnish and Install 2" PVC Conduit	510	LF	$54.00	$27,540.00	$75.00	$38,250.00	$79.00	$40,290.00
19	Furnish and Install Type 15 Standard	1	EA	$11,243.00	$11,243.00	$10,500.00	$10,500.00	$11,850.00	$11,850.00
20	Furnish and Install 15-FBS Standard	1	EA	$11,066.00	$11,066.00	$11,700.00	$11,700.00	$11,355.00	$11,355.00
21	Furnish and Install LED Luminaire	1	EA	$1,667.00	$1,667.00	$925.00	$925.00	$1,460.00	$1,460.00
22	Furnish and Install Signal Wiring/Cabling	1	LS	$4,652.00	$4,652.00	$6,000.00	$6,000.00	$6,725.00	$6,725.00
23	**Gardendale Street at St. Pius X - St. Matthias Academy (East Crosswalk)**								
24	Furnish and Install new AC Powered RRFB System Complete	1	LS	$11,458.00	$11,458.00	$13,000.00	$13,000.00	$8,195.00	$8,195.00
25	Furnish and Install new Sign on new Signal Standard	4	EA	$188.00	$752.00	$138.00	$552.00	$70.00	$280.00
26	Furnish and Install ADA Pedestrian Push Button Assembly	2	EA	$850.00	$1,700.00	$1,350.00	$2,700.00	$810.00	$1,620.00
27	Remove and Salvage Existing Sign and Post Complete	1	EA	$152.00	$152.00	$150.00	$150.00	$150.00	$150.00
28	Furnish and Install new Sign and Post Complete	5	EA	$418.00	$2,090.00	$414.00	$2,070.00	$415.00	$2,075.00
29	Furnish and Install new Sign on Existing Post or Street Light	1	EA	$134.00	$134.00	$132.00	$132.00	$135.00	$135.00
30	Remove and Salvage Existing Sign	2	EA	$30.00	$60.00	$28.75	$57.50	$35.00	$70.00
31	Install Thermoplastic Yellow Ladder Crosswalk	535	SF	$6.40	$3,424.00	$4.70	$2,514.50	$4.75	$2,541.25
32	Install Thermoplastic White Yield Line	50	SF	$7.80	$390.00	$7.70	$385.00	$7.75	$387.50
33	Install Thermoplastic Yellow "SLOW SCHOOL XING" Pavement Leg	160	SF	$11.50	$1,840.00	$11.30	$1,808.00	$12.00	$1,920.00
34	Remove by Wet Sandblasting all Conflicting Striping	720	SF	$7.20	$5,184.00	$7.10	$5,112.00	$7.15	$5,148.00
35	Furnish and Install new #6 Pull Box	4	EA	$1,198.00	$4,792.00	$925.00	$3,700.00	$1,790.00	$7,160.00
36	Furnish and Install 2" PVC Conduit	575	LF	$54.00	$31,050.00	$75.00	$43,125.00	$79.00	$45,425.00
37	Furnish and Install Type 15 Standard	1	EA	$11,243.00	$11,243.00	$10,500.00	$10,500.00	$11,850.00	$11,850.00
38	Furnish and Install Type 1-B (12') Standard	1	EA	$4,512.00	$4,512.00	$6,200.00	$6,200.00	$7,850.00	$7,850.00
39	Furnish and Install LED Luminaire	1	EA	$1,667.00	$1,667.00	$925.00	$925.00	$1,460.00	$1,460.00
40	Furnish and Install Signal Wiring/Cabling	1	LS	$6,934.00	$6,934.00	$6,000.00	$6,000.00	$5,250.00	$5,250.00
41	**Gardendale Street at St. Pius X - St. Matthias Academy (West Crosswalk)**								
42	Furnish and Install new AC Powered RRFB System Complete	1	LS	$11,458.00	$11,458.00	$13,000.00	$13,000.00	$8,195.00	$8,195.00
43	Furnish and Install new Sign on new Signal Standard	4	EA	$188.00	$752.00	$138.00	$552.00	$70.00	$280.00
44	Furnish and Install ADA Pedestrian Push Button Assembly	2	EA	$850.00	$1,700.00	$1,350.00	$2,700.00	$810.00	$1,620.00
45	Remove and Salvage Existing Street Light. Remove Foundation	1	LS	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$4,950.00	$4,950.00
46	Furnish and Install Type III-BF Service Enclosure Complete	1	LS	$8,964.00	$8,964.00	$11,250.00	$11,250.00	$8,500.00	$8,500.00
47	Remove and Salvage Existing Sign and Post Complete	1	EA	$152.00	$152.00	$150.00	$150.00	$150.00	$150.00
48	Furnish and Install new Sign and Post Complete	5	EA	$418.00	$2,090.00	$414.00	$2,070.00	$415.00	$2,075.00
49	Furnish and Install new Sign on Existing Post or Street Light	4	EA	$134.00	$536.00	$132.00	$528.00	$135.00	$540.00
50	Remove and Salvage Existing Sign	2	EA	$115.00	$230.00	$28.75	$57.50	$35.00	$70.00
51	Install Thermoplastic Yellow Ladder Crosswalk	575	SF	$4.80	$2,760.00	$4.70	$2,702.50	$4.75	$2,731.25
52	Install Thermoplastic White Yield Line	40	SF	$7.80	$312.00	$7.70	$308.00	$7.75	$310.00
53	Install Thermoplastic Yellow "SLOW SCHOOL XING" Pavement Leg	80	SF	$11.50	$920.00	$11.30	$904.00	$12.00	$960.00
54	Remove by Wet Sandblasting all Conflicting Striping	600	SF	$7.20	$4,320.00	$7.10	$4,260.00	$7.15	$4,290.00
55	Furnish and Install new #6 Pull Box	2	EA	$1,198.00	$2,396.00	$925.00	$1,850.00	$1,790.00	$3,580.00
56	Furnish and Install 2" PVC Conduit	605	LF	$54.00	$32,670.00	$75.00	$45,375.00	$79.00	$47,795.00
57	Furnish and Install Type 15 Standard	1	EA	$11,243.00	$11,243.00	$10,500.00	$10,500.00	$11,850.00	$11,850.00
58	Furnish and Install Type 15-FBS Standard	1	EA	$11,066.00	$11,066.00	$11,700.00	$11,700.00	$11,355.00	$11,355.00
59	Furnish and Install LED Luminaire	1	EA	$1,667.00	$1,667.00	$925.00	$925.00	$1,460.00	$1,460.00
60	Furnish and Install Signal Wiring/Cabling	1	LS	$13,254.00	$13,254.00	$6,000.00	$6,000.00	$10,556.50	$10,556.50
	Total Base Bid - Items 1 to 60				$297,028.00		$333,333.00		$344,876.00

ALL BIDS RECEIVED:

CONTRACTOR	BID
Elecnor Belco Electric, Inc.	$297,028.00
California Professional Engineering, Inc.	$333,333.00
Crosstown Electrical & Data, Inc.	$344,876.00
DBX, Inc.	$431,105.00
Select Electric, Inc.	$449,944.00

ATTACHMENT C

Docusign Envelope ID: B6F0B537-8338-89E7-8141-2504F167F42D

CONTRACT AGREEMENT

CAPITAL IMPROVEMENT PROJECT NO. 22-10
STATE PROJECT NO. HSIPSL - 5334 (070)
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS

THIS CONTRACT is made and entered into at Downey, California **this 23rd day of June, 2026**, by and between the **CITY OF DOWNEY**, a chartered municipal corporation (hereinafter "City") and **Elecnor Belco Electric, Inc.**, (hereinafter "Contractor").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **CONTRACT DOCUMENTS** - Contractor agrees to perform all work specified in the Plans and Specifications, entitled **Capital Improvement Project – Pedestrian Crossing Safety Enhancements, CIP No. 22-10, State Project No. HSIPSL – 5334 (070)**, 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 Pedestrian Crossing Safety Enhancements, Capital Improvement Project (CIP) No. 22-10, State Project No. HSIPSL – 5334 (070).

   B. Specifications for Pedestrian Crossing Safety Enhancements, Capital Improvement Project (CIP) No. 22-10, State Project No. HSIPSL – 5334 (070).

   C. Notice Calling for Bids, including ascertainment of prevailing wage scale established which wage scale is on file and available for inspection by any party at the City Engineer's Office.

   D. Instructions to Bidders.

   E. Proposal for Pedestrian Crossing Safety Enhancements, Capital Improvement Project (CIP) No. 22-10, State Project No. HSIPSL – 5334 (070), executed by the Contractor.

   F. Addenda to the Plans and Specifications for Pedestrian Crossing Safety Enhancements, Capital Improvement Project (CIP) No. 22-10, State Project No. HSIPSL – 5334 (070).

2. PAYMENT - In consideration thereof the City agrees to pay to the Contractor the sum of **TWO HUNDRED NINETY-SEVEN THOUSAND TWENTY-EIGHT DOLLARS($ 297,028.00),** payable as set forth in the General Conditions, and in accordance with the Contract Unit Prices shown in the following quantity schedule:

BASE BID

ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	SUBTOTAL
PART A – GENERAL ITEMS				
1	Mobilization	1 LS	$ 10,000	$ 10,000

Docusign Envelope ID: B6F0B537-8338-89E7-8141-2504F167F42D

ITEM NO.	DESCRIPTION	QUANTITY & UNIT		UNIT PRICE	SUBTOTAL
2	Traffic Control, Public Convenience & Safety (Not to Exceed 5% of the Total Bid Amount)	1	LS	$ 5,800	$ 5,800
PART B – PEDESTRIAN CROSSING SAFETY ENHANCEMENTS					
Downey Avenue at Our Lady of Perpetual Help School					
3	Furnish and Install new AC Powered RRFB System Complete	1	LS	$ 11,458	$ 11,458
4	Furnish and Install New Sign on new Signal Standard	4	EA	$ 188	$ 752
5	Furnish and Install ADA Pedestrian Push Button Assembly	2	EA	$ 850	$ 1,700
6	Remove and Salvage Existing Sign and Post Complete	4	EA	$ 152	$ 608
7	Furnish and Install New Sign and Post Complete	7	EA	$ 418	$ 2,926
8	Furnish and Install New Sign on Existing Post or Street Light	1	EA	$ 134	$ 134
9	Intercept Existing Conduit with New #6 Pull Box	1	LS	$ 1,400	$ 1,400
10	Furnish and Install 15A and 30A Breakers	1	LS	$ 220	$ 220
11	Install Thermoplastic Yellow Ladder Crosswalk	720	SF	$ 4.80	$ 3,456
12	Install White Thermoplastic Yield Line	70	SF	$ 7.80	$ 546
13	Remove by Wet Sandblasting all Conflicting Striping	360	SF	$ 7.20	$ 2,592
14	Furnish and Install New #6 Pull Box	2	EA	$ 1,198	$ 2,396
15	Furnish and Install 2" PVC Conduit	510	LF	$ 54	$ 27,540
16	Furnish and Install Type 15 Standard	1	EA	$ 11,243	$ 11,243
17	Furnish and Install 15-FBS Standard	1	EA	$ 11,066	$ 11,066
18	Furnish and Install LED Luminaire	1	EA	$ 1,667	$ 1,667
19	Furnish and Install Signal Wiring/Cabling	1	LS	$ 4,652	$ 4,652
Gardendale Street at St. Pius X - St. Matthias Academy (East Crosswalk)					
20	Furnish and Install new AC Powered RRFB System Complete	1	LS	$ 11,458	$ 11,458
21	Furnish and Install New Sign on New Signal Standard	4	EA	$ 188	$ 752
22	Furnish and Install ADA Pedestrian Push Button Assembly	2	EA	$ 850	$ 1,700
23	Remove and Salvage Existing Sign and Post Complete	1	EA	$ 152	$ 152

Docusign Envelope ID: B6F0B537-8338-89E7-8141-2504F167F42D

ITEM NO.	DESCRIPTION	QUANTITY & UNIT		UNIT PRICE	SUBTOTAL
24	Furnish and Install New Sign and Post Complete	5	EA	$ 418	$ 2,090
25	Furnish and Install New Sign on Existing Post or Street Light	1	EA	$ 134	$ 134
26	Remove and Salvage Existing Sign	2	EA	$ 30	$ 60
27	Install Thermoplastic Yellow Ladder Crosswalk	535	SF	$ 6.40	$ 3,424
28	Install Thermoplastic White Yield Line	50	SF	$ 7.80	$ 390
29	Install Thermoplastic White "SLOW SCHOOL XING" Pavement Legends	160	SF	$ 11.50	$ 1,840
30	Remove by Wet Sandblasting all Conflicting Striping	720	SF	$ 7.20	$ 5,184
31	Furnish and Install New #6 Pull Box	4	EA	$ 1,198	$ 4,792
32	Furnish and Install 2" PVC Conduit	575	LF	$ 54	$ 31,050
33	Furnish and Install Type 15 Standard	1	EA	$ 11,243	$ 11,243
34	Furnish and Install Type 1-B (12') Standard	1	EA	$ 4,512	$ 4,512
35	Furnish and Install LED Luminaire	1	EA	$ 1,667	$ 1,667
36	Furnish and Install Signal Wiring/Cabling	1	LS	$ 6,934	$ 6,934
Gardendale Street at St. Pius X - St. Matthias Academy (West Crosswalk)					
37	Furnish and Install new AC Powered RRFB System Complete	1	LS	$ 11,458	$ 11,458
38	Furnish and Install New Sign on new Signal Standard	4	EA	$ 188	$ 752
39	Furnish and Install ADA Pedestrian Push Button Assembly	2	EA	$ 850	$ 1,700
40	Remove and Salvage Existing Street Light. Remove Foundation	1	LS	$ 3,000	$ 3,000
41	Furnish and Install Type III-BF Service Enclosure Complete	1	LS	$ 8,964	$ 8,964
42	Remove and Salvage Existing Sign and Post Complete	1	EA	$ 152	$ 152
43	Furnish and Install New Sign and Post Complete	5	EA	$ 418	$ 2,090
44	Furnish and Install New Sign on Existing Post or Street Light	4	EA	$ 134	$ 536
45	Remove and Salvage Existing Sign	2	EA	$ 115	$ 230
46	Install Thermoplastic Yellow Ladder Crosswalk	575	SF	$ 4.80	$ 2,760

Docusign Envelope ID: B6F0B537-8338-89E7-8141-2504F167F42D

ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	SUBTOTAL
47	Install Thermoplastic White Yield Line	40 SF	$ 7.80	$ 312
48	Install Thermoplastic White "SLOW SCHOOL XING" Pavement Legends	80 SF	$ 11.50	$ 920
49	Remove by Wet Sandblasting all Conflicting Striping	600 SF	$ 7.20	$ 4,320
50	Furnish and Install New #6 Pull Box	2 EA	$ 1,198	$ 2,396
51	Furnish and Install 2" PVC Conduit	605 LF	$ 54	$ 32,670
52	Furnish and Install Type 15 Standard	1 EA	$11,243	$11,243
53	Furnish and Install Type 15-FBS Standard	1 EA	$ 11,066	$ 11,066
54	Furnish and Install LED Luminaire	1 EA	$ 1,667	$ 1,667
55	Furnish and Install Signal Wiring/Cabling	1 LS	$ 13,254	$ 13,254
TOTAL BASE BID ITEMS - Items 1 to 55			$ 297,028.00	
(In Words)	TWO HUNDRED NINETY-SEVEN THOUSAND TWENTY-EIGHT DOLLARS AND ZERO CENTS.			

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.

Docusign Envelope ID: B6F0B537-8338-89E7-8141-2504F167F42D

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.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

Elecnor Belco Electric, Inc.

By: Signed by: C6964018440C455... _____
An Authorized Signatory

Date: 6/12/2026

CITY OF DOWNEY

By: _____
Claudia M. Frometa, Mayor

Date: _____

APPROVED AS TO FORM:

By: Signed by: John Funk 2113120E28854FB... _____
John Funk, City Attorney

Date: 6/12/2026

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.

Elecnor Belco Electric, Inc.

By: Signed by: C6964018440C455... _____

Docusign Envelope ID: B6F0B537-8338-89E7-8141-2504F167F42D

An Authorized Signatory

Date: 6/12/2026

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: B6F0B537-8338-89E7-8141-2504F167F42D

Bond No. _____

PERFORMANCE BOND

CAPITAL IMPROVEMENT PROJECT NO. 22-10
STATE PROJECT NO. HSIPSL - 5334 (070)
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded **Capital Improvement Project** ("Contract") to **Elecnor Belco Electric, Inc.** ("Principal"), for the construction of the **Pedestrian Crossing Safety Enhancements, Capital Improvement Project (CIP) No. 22-10, State Project No. HSIPSL – 5334 (070).**

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 _____ Dollars ($_____), 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.

Docusign Envelope ID: B6F0B537-8338-89E7-8141-2504F167F42D

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: B6F0B537-8338-89E7-8141-2504F167F42D

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIAL)

CAPITAL IMPROVEMENT PROJECT NO. 22-10
STATE PROJECT NO. HSIPSL - 5334 (070)
PEDESTRIAN CROSSING SAFETY ENHANCEMENTS

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded **Capital Improvement Project** ("Contract") to **Elecnor Belco Electric, Inc.** ("Principal"), for the construction of the **Pedestrian Crossing Safety Enhancements, Capital Improvement Project (CIP) No. 22-10, State Project No. HSIPSL – 5334 (070).**

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 _____ Dollars ($_____), 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: B6F0B537-8338-89E7-8141-2504F167F42D

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: B6F0B537-8338-89E7-8141-2504F167F42D

GENERAL LIABILITY/AUTOMOBILE LIABILITY INSURANCE DOCUMENTATION FOR CONTRACT AGREEMENT

FOR THE CITY OF DOWNEY, CALIFORNIA

MISCELLANEOUS PROJECT / PERMIT / PURCHASE ORDER / AGREEMENT NUMBER

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 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:

Docusign Envelope ID: B6F0B537-8338-89E7-8141-2504F167F42D

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 <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**

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:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF PURCHASE OF WATER MATERIALS FOR PUBLIC WORKS UTILITIES OPERATIONS**

EXECUTIVE SUMMARY

The City Council will consider approving the purchase of water materials the Department of Public Works Utilities Division uses for maintenance of the City's water distribution system. The City's stock of water materials including valves, fire hydrants, repair sleeves, copper pipe, and other fittings is running low and needs replenishment to meet the division's operational needs. The purchase of such materials will ensure such parts are available for continued upkeep of the water distribution system.

RECOMMENDATION

That the City Council:

1. Approve a purchase order with Ferguson Waterworks for water materials for a total amount of $117,550; and,

2. Approve a purchase order with S&J Supply Company, Inc. for water materials for a total amount of $210,834.

BACKGROUND

The City has approximately 264 miles of potable and recycled water piping in its water distribution system, the components of which include fittings, valves, fire hydrants, service lines and other accessories that require regular maintenance, replacement, and repair by the Utilities Division staff throughout each year. To ensure such parts are available when needed, staff regularly solicits bids annually from vendors to obtain the best prices.

ANALYSIS

The City's stock of valves, fire hydrants, repair sleeves, copper pipe, and other fittings is running low and must be replenished to meet the operational needs of the Utilities Division.

Requests for quotations to replenish such materials were broken down into separate bids for copper and brass as well as valves, fire hydrants, and sleeves and were advertised on Planet Bids on April 30, 2026. On May 12, 2026, the City received three bids for copper and brass electronically through Planet Bids ranging from $117,550 to $120,786 with one of the bids being incomplete. The City also received 3 bids for valves, fire hydrants, and sleeves electronically through Planet Bids ranging from $207,570 to $221,022. The bid results were as follows:

COPPER AND BRASS

VENDOR	BID AMOUNT
Ferguson Waterworks	$117,550
S&J Supply Company, Inc.	$120,786
Core & Main	Incomplete

VALVES, FIRE HYDRANTS, AND SLEEVES

VENDOR	BID AMOUNT
Ferguson Waterworks	Withdrawn
S&J Supply Company, Inc.	$210,834
Core & Main	$221,022

The lowest bidder for the copper and brass quotation is Ferguson Waterworks in the amount of $117,550 (Attachment A).

The lowest apparent bidder for the valves, fire hydrants, and sleeves quotation was Ferguson Waterworks in the amount of $207,570. However, Ferguson Waterworks later withdrew their bid due to error. Therefore, the lowest responsive bidder for the valves, fire hydrants, and sleeves quotation was S&J Supply Company, Inc. in the amount of $210,834 (Attachment B).

Staff recommends that the City Council approve purchase orders with Ferguson Waterworks and S&J Supply Company, Inc. in the amounts of $117,550 and $210,834 respectively for the purchase of the water materials necessary to meet the operational needs of the Utilities Division.

CITY COUNCIL PRIORITIES

Quality of Life, Safety & Infrastructure

FISCAL IMPACT

Approval of the recommended actions will result in an expenditure of $328,384 from Water Fund, Water Materials Inventory Account No. B 51-533 as provided in the table below.

ACCOUNT NO.	FUNDING SOURCE	AMOUNT
B 51-533	FY 2025-26 Water Materials Inventory Budget	$126,000
B 51-533	FY 2026-27 Water Materials Inventory Budget	$202,384
	Total:	**$328,384**

Attachments

Attachment A: Approve Purchase of Water Materials

Attachment B: Approve Purchase of Water Materials

CITY OF DOWNEY UTILITIES DIVISION
BID SUMMARY - COPPER AND BRASS
MAY 12, 2026

				FERGUSON WATERWORKS		S & J PIPE SUPPLY		CORE & MAIN	
ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	10	EA	1" Type "K" Soft Annealed Tempered Copper Tubing (60' ROLLS) - Mueller KSOFTG60, Cero 1K60	$857.40	$8,574.00	$833.40	$8,334.00		
2	60	EA	1" 90° Bend Coupling, Comp X Mip - Ford L84-44-G-NL , Jones E-2619SG , Mueller H-15531N	$34.70	$2,082.00	$35.02	$2,101.20		
3	25	EA	1" x 2 1/2" Meter Coupling Mip w/Ribbed Barrel & Washer - Ford C38-44-2-625-NL, Jones E130, Mueller H-10890N	$19.00	$475.00	$47.24	$1,181.00		
4	50	EA	1" Curb/Meter Stop, Fip X Fip, w/Lockwing 360° Full Rotation - Ford B11-444W-NL , Jones E1900WLS ,Mueller B-20200-3	$104.40	$5,220.00	$105.00	$5,250.00		
5	50	EA	1" x 3/4" Straight Brass Bushing, Mip x Fip - Ford C18-34-NL, Jones E128H, Mueller H-10889N	$6.60	$330.00	$18.00	$900.00		
6	10	EA	1" Straight Coupling, Comp X Comp - Ford C44-44-Q-NL , Jones E2609SG, Mueller H-15403N	$29.50	$295.00	$26.95	$269.50		
7	10	EA	1" 90 Ell Coupling Brass Comp x Comp - Ford L44-44-Q-NL, Jones E2611SG , Mueller H-15526N	$38.50	$385.00	$37.20	$372.00		
8	10	EA	1" x 6" Brass Nipple - See Note 2	$17.60	$176.00	$17.40	$174.00		
9	10	EA	1" Brass 90", Bend Fip X Fip - See Note 2	$27.50	$275.00	$13.50	$135.00		
10	10	EA	1" x 4" Brass Nipple - See Note 2	$12.00	$120.00	$12.56	$125.60		
11	25	EA	1" Straight Coupling, Comp x Fip Brass - Ford C14-44-Q-NL, Jones E-2607SG, Mueller H15451N	$27.20	$680.00	$26.95	$673.75		
12	20	EA	1-1/2" Brass Close Nipple - See Note 2	$10.90	$218.00	$13.00	$260.00		
13	20	EA	1-1/2" Brass Meter Flange - Ford C31-66-NL, Jones E-129, Mueller H10129N	$55.10	$1,102.00	$65.00	$1,300.00		
14	27	EA	2" Type K Soft Annealed Tempered Copper Pipe (20' Lenghts) Cerro KS20020 See Note 2	$837.20	$22,604.40	$818.60	$22,102.20		
15	20	EA	2" Corporation Stop, Comp x Mip - Ford FB1100-7-Q-NL, Mueller 25028N, Jones E1935SG	$300.10	$6,002.00	$287.00	$5,740.00		
16	40	EA	2" 45 Comp x Comp - Mueller H-15528N	$250.50	$10,020.00	$291.00	$11,640.00		
17	30	EA	2" 90° Coupling, Comp x Comp - Ford L44-77-Q-NL, Mueller H15526N, Jones E2611SG	$250.50	$7,515.00	$244.29	$7,328.70		
18	10	EA	2" Straight Coupling Comp x MIP - Ford C84-77-Q-NL, Mueller H-15428N, Jones E-2605SG	$90.10	$901.00	$91.12	$911.20	INCOMPLETE	
19	40	EA	2" Reducing Angle Curb/Meter Stop, Comp x Fl, w/locking, 360° Full Rotation - Ford BFA43-777WR-Q-NL, Mueller B24276N, Jones E1975WSG-LS	$425.70	$17,028.00	$378.00	$15,120.00		
20	20	EA	2" Brass Meter Flange, FIP - Ford C31-77-OS-NL, Mueller H10129N, Jones E129 2	$37.40	$748.00	$70.00	$1,400.00		
21	10	EA	2" x 1 1/2" Bushing (Reducer) Mip x Fip - Ford FBBIA76NL, Mueller 455-087NL	$51.30	$513.00	$29.00	$290.00		
22	10	EA	2" Straight Coupling Comp x Comp - Ford C44-77-Q-NL , Jones E2609SG, Mueller 01540317-550N	$120.00	$1,200.00	$121.38	$1,213.80		
23	40	EA	2" Straight Coupling Cu x Cu w/Stops - See Note 2	$22.90	$916.00	$10.00	$400.00		
24	10	EA	2" Straight Coupling, Comp X Fip - Ford C14-77-Q-NL , Jones E2607SG, Mueller H-15451N	$94.20	$942.00	$95.33	$953.30		
25	10		2" Brass Close Nipple - See Note 2	$16.40	$164.00	$17.00	$170.00		
26	6		3/4" Copper Tubing - Cerro 3/4K60 See Note 2	$645.60	$3,873.60	$614.40	$3,686.40		
27	25		3/4" Flat Head Ball Curb/Meter Stop, Fip x Fip w/Lockwing 360° Full Rotation - Ford B11-333WR-NL, Mueller 20200N-3, Jones E1900WLS	$69.40	$1,735.00	$70.43	$1,760.75		
28	100		3/4" x 2" Meter Coupling (Short), Mip w/Ribbed Barrel & Washer - Ford C38-23-2-NL, Mueller H-10890N, Jones E130	$12.30	$1,230.00	$16.00	$1,600.00		
29	100		3/4" x 2-1/2" Meter Coupling (Long), Mip w/Ribbed Barrel & Washer - Ford C38-23-2-5-NL, Mueller H10890N, Jones E130	$12.30	$1,230.00	$15.57	$1,557.00		
30	25		3/4" Ball Angle Curb/Meter Stop, Comp x Swivel Meter Nut w/locking 360° Full Rotation - Ford BA43-332WR-Q-NL, Mueller B24258-3N, Jones E-1963WSG-LS	$97.90	$2,447.50	$106.00	$2,650.00		
31	60		3/4" Ball Angle Curb/Meter Stop, Fip X Swivel Meter Nut w/Lockwing 360° Full Rotation - Ford BA13-231WR-NL, Jones E-1966W-LS, Mueller H-14265	$47.10	$2,826.00	$89.00	$5,340.00		
32	25		3/4" x 3/4" x 1" Brass Tee - See Note 2	$61.00	$1,525.00	$31.05	$776.25		
33	100		3/4" X 6" Brass Nipple, Mip X Mip -See Note 2	$12.10	$1,210.00	$14.00	$1,400.00		
34	100		3/4" Brass 90°, Fip X Fip - See Note 2	$6.10	$610.00	$11.00	$1,100.00		
35	100		3/4" X 4" Brass Nipple, Mip X Mip - See Note 2	$8.30	$830.00	$9.18	$918.00		
36	25	EA	3/4" Straight Coupling Fip x Fip Brass - Ford C11-33-NL, Jones Na, Mueller Na, See Note 2	$15.10	$377.50	$7.00	$175.00		
			TOTAL		**$106,380.00**		**$109,308.65**	---	---
			TAX	10.50%	**$11,169.90**		**$11,477.41**	---	---
			GRAND TOTAL		**$117,549.90**		**$120,786.06**	---	---

NOTE 1: MATERIALS SHALL BE MADE IN THE USA NO LEAD FORD, JONES, OR MUELLER AS NOTED FOR EACH ITEM AND IN ACCORDANCE WITH ATTACHED MATERIAL SPECIFICATIONS

NOTE 2: ITEMS 8-10, 12, 14, 23, 25, 26 AND 32-35 SHALL BE MADE IN THE USA NO LEAD TYPE

ATTACHMENT A

CITY OF DOWNEY UTILITIES DIVISION
BID SUMMARY - VALVES, FIRE HYDRANTS, AND SLEEVES
MAY 12, 2026

				FERGUSON WATERWORKS (WITHDRAWN)		S & J PIPE SUPPLY		CORE & MAIN	
ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	5	EA	4" X 2" Service Saddle, Fip, Od 4.74"-5.10" - Ford 202B-540-IP7, Jones J-979-38-1150-IP, Mueller BR2B0474200-IP	$142.00	$710.00	$143.70	$718.50	$164.89	$824.45
2	5	EA	6" X 2" Service Saddle, Fip, 6.84"-7.45" - Ford 202B-750-IP7, Jones J-979-38-1153-IP, Mueller BR2B0684200-IP	$165.50	$827.50	$167.49	$837.45	$192.17	$960.85
3	5	EA	8" x 2" Npt Service Saddle 8.99 - 9.67 - Ford 202B-962-IP7, Jones J-979-38-1156-IP, Mueller BR2B0899-200-IP	$186.80	$934.00	$189.26	$946.30	$217.15	$1,085.75
4	12	EA	6" 90 Ell Mj x Flange (Tyler Union MJF96)	$507.10	$6,085.20	$228.00	$2,736.00	$243.87	$2,926.44
5	5	EA	4" Mj X Mj Solid Sleeve 12" Long (Tyler Union MJLS4)	$115.90	$579.50	$106.00	$530.00	$113.42	$567.10
6	4	EA	12" Mj x Mj Solid Sleeve 12" LONG (Tyler Union MJLS12)	$428.80	$1,715.20	$391.00	$1,564.00	$419.56	$1,678.24
7	12	EA	James Jones 3700-R Fire Hydrant (J3700RPCZ366)	$3,641.20	$43,694.40	$3,800.00	$45,600.00	$4,167.14	$50,005.68
8	20	EA	James Jones 3775-R Fire Hydrant (J3775RPCZ366)	$4,923.10	$98,462.00	$5,227.00	$104,540.00	$5,375.15	$107,503.00
9	10	EA	4" Megalug Series 1104-Dec Complete Kit (E1104DEC Ebaa Mega Lug Kit Ductile)	$51.60	$516.00	$55.55	$555.50	$51.12	$511.20
10	10	EA	6" Megalug Series 1104-Dec Complete Kit (E1106DEC Ebaa Mega Lug Kit Ductile)	$65.10	$651.00	$68.00	$680.00	$64.45	$644.50
11	10	EA	8" Megalug Series 1104-Dec Complete Kit (E1108DEC Ebaa Mega Lug Kit Ductile)	$87.00	$870.00	$89.00	$890.00	$86.06	$860.60
12	4	EA	10" Megalug (E1110DEC Ebaa Mega Lug Kit Ductile)	$124.30	$497.20	$110.00	$440.00	$122.93	$491.72
13	6	EA	12" Megalug (E1112DEC Ebaa Mega Lug Kit Ductile)	$164.20	$985.20	$157.00	$942.00	$160.69	$964.14
14	4	EA	4" GATE VALVE, Mj X Mj (A-2362-23)	$732.40	$2,929.60	$749.00	$2,996.00	$724.85	$2,899.40
15	4	EA	6" GATE VALVE, Mj X MJ (A-2362-23)	$933.60	$3,734.40	$966.00	$3,864.00	$923.79	$3,695.16
16	4	EA	8" GATE VALVE, MJ X MJ (A-2362-23)	$1,487.00	$5,948.00	$1,398.10	$5,592.40	$1,471.69	$5,886.76
17	10	EA	6" Gate Valve, FL X MJ (060A-2362-19-LN-E381)	$956.40	$9,564.00	$883.00	$8,830.00	$946.58	$9,465.80
18	6	EA	8" Gate Valve, FL X MJ (080A-2362-19-LN-E381)	$1,523.90	$9,143.40	$1,423.00	$8,538.00	$1,508.16	$9,048.96
			TOTAL		**$187,846.60**		**$190,800.15**		**$200,019.75**
			TAX	10.50%	**$19,723.89**		**$20,034.02**		**$21,002.07**
			GRAND TOTAL		**$207,570.49**		**$210,834.17**		**$221,021.82**

NOTE 1: MATERIALS SHALL BE MADE IN THE USA AND IN ACCORDANCE WITH ATTACHED MATERIAL SPECIFICATIONS

ATTACHMENT B

Item No. 9.

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:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF EMERGENCY HVAC REPAIRS AT THE DOWNEY THEATRE**

EXECUTIVE SUMMARY

The City Council will consider ratifying the City Manager's approval of the emergency repair of the Downey Theater's HVAC Thermo Cor compressor pumps by Air Treatment Corporation (ATC) and the signing of the purchase order for the emergency repairs. The repairs were completed by ATC on June 12, 2026.

RECOMMENDATION

That the City Council:

1. Ratify the City Manager's authorization of the emergency repair work for the HVAC Thermo Cor compressor pumps completed by ATC; and,

2. Authorize the City Manager to sign the purchase order for emergency repair work done by ATC at the Theater in the amount of $144,212.

BACKGROUND

On Thursday, May 21, 2026, the Downey Theater experienced an unexpected HVAC breakdown and the system was unable to cool the facility. Public Works Maintenance staff responded to investigate the cause of the breakdown. Eventually staff was able to determine that the both Thermo Cor compressors had failed.

Upon further investigation, ATC, found that both Thermo Cor compressors could no longer be balanced and were deemed inoperable. As such, both would need to be replaced and reprogrammed. With both compressors out of commission, the inside of the Theater became uncomfortably warm. As a result, the City Manager authorized, under the City's emergency purchasing provision, the immediate emergency repair of the system.

Since this is the start of the busy season for the Theater, and in order to maintain the facility at a comfortable temperature during the various events, staff rented a portable chiller unit while repairs were done.

ANALYSIS

The HVAC system at the Theater is an energy efficient system manufactured by Multi Stack. It is a proprietary system and ATC is the only authorized contractor that can install and balance the Mag Lev system.

Since the Theater has several events scheduled, there was an urgent need to have the both compressors replaced to properly cool the facility for events to maintain a comfortable environment for the patrons. The City’s Purchasing Policy under Emergency Purchases allows the City Manager to authorize addressing the urgent nature of the emergency and report back to the City Council at the next available City Council meeting for retroactive ratification of the City Manager's authorization of the repair.

ATC completed repairs of the system during the week of June 1st and continued balancing and adjustment of the system through Friday, June 12, 2026. The chiller rental was ended on June 8, 2026. The building has remained comfortable and cool since June 3, 2026.

CITY COUNCIL PRIORITIES

Quality of Life, Safety & Infrastructure

FISCAL IMPACT

Approval of the recommended actions will result in an expenditure of $144,212, which is included in the Fiscal Year 2025–2026 CIP Budget under Account No. 40-1-3304.

Item No. 10.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**ANTHONY HILDEBRAND, FIRE CHIEF**
DATE:	**JUNE 23, 2026**
SUBJECT:	**SERVICE RENEWAL AGREEMENT BETWEEN DIGITAL EMS SOLUTIONS, INC. AND THE CITY OF DOWNEY FOR ELECTRONIC PATIENT CARE REPORTING**

EXECUTIVE SUMMARY

The City Council will consider approving a service renewal agreement between Digital EMS Solutions, Inc. and the City of Downey for electronic patient care reporting. By renewing the agreement, the City will maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) and continue to provide paperless patient care reporting.

RECOMMENDATION

That the City Council:

1. Approve the Digital EMS Subscription Agreement, with Digital EMS Solutions, Inc., for electronic patient care reporting for three (3), one (1) year terms beginning on July 1, 2026, for a total contract amount of $145,454 ($48,484 per year); and,

2. Authorize the City Manager, or his designee, to execute the Digital EMS Subscription Agreement.

BACKGROUND

In 1996, the Health Insurance Portability and Accountability Act (HIPAA) was enacted, establishing record-keeping requirements that applied to all entities that collected and used sensitive medical information for patient treatment. As HIPAA requirements evolved, many governmental agencies began mandating electronic/digital (paperless) patient care reporting for first responders. The Los Angeles County Department of Health Services mandated electronic patient care reporting (ePCR) by 2015.

As a result of the mandate, the Downey Fire Department coordinated with other Area E Fire Departments to establish guidelines and requirements to meet the data collection and reporting needs of all Fire Departments in the area. A request for proposals was established, and Digital EMS Solutions Inc. was awarded separate contracts by each Fire Department to provide ePCR services starting April 1, 2014, meeting the mandated deadline.

Digital EMS Solutions Inc. provides ePCR services to Fire Departments in Los Angeles County, including Area E Fire Departments, through their Medic Clipboard software. Medic Clipboard meets HIPAA requirements by using a password-protected login to access the system and by enabling secure electronic information transfer to hospitals.

ANALYSIS

By renewing the agreement with Digital EMS Solutions Inc., the City would be entering into a three (3) year agreement by which the Fire Department would maintain seamless electronic patient care reporting while also maintaining interoperability and compatibility among the other Area E Fire Departments who use Digital EMS Solutions Inc. as their ePCR software provider.

CITY COUNCIL PRIORITIES

Efficiency & Adaptability

Safety & Infrastructure

FISCAL IMPACT

Approval of the recommended actions will result in an expenditure of $38,399 as proposed in the Fiscal Year 2026–2027 operating budget. Each additional year of the three-year term will cost $48,484, and the total cost of the renewal will be $145,454.

Attachments

Attachment A: City of Downey Schedule P Renewal

Docusign Envelope ID: B939879E-09BF-8DE6-80D0-0CDAF9132D54

- Schedule P Renewal -

Prepared For: **City of Downey, on behalf of the Downey Fire Department**
Proposal Valid: **April 01, 2026 to July 01, 2026**
Contract Term: **July 01, 2026 to June 30, 2029**

Subscription Fees & Projected Cost

Medic Clipboard Subscription Fees

July 01, 2026 to June 30, 2027 (System Activation / Go Live)

	Description	Standard Rate	Discount Rate	Projected PPU	Fee
	The projection for the price per incidents uploaded (PPU) is based on uploads from 07-01-2025 to 03-15-2026. **This does not include any potential credit or additional PPU charges that may be incurred from current contract.**	$5.75 per PPU	$5.00 per PPU	9,324	$46,620.00

	Description	Rate	Term	Quantity	Fee
	Faxing (Optional)	$.10 per PPU	1 Year	9,324	$932.40

Grand Total $47,552.40

Medic Clipboard Subscription Fees Projection

July 01, 2027 to June 30, 2028 (System Activation / Go Live)

	Description	Standard Rate	Discount Rate	Projected PPU	Fee
	Price per incident uploaded (PPU)	$5.85 per PPU	$5.10 per PPU	9,324	$47,552.40

	Description	Rate	Term	Quantity	Fee
	Faxing (Optional)	$.10 per PPU	1 Year	9,324	$932.40

Grand Total $48,484.80

Medic Clipboard Subscription Fees Projection

July 01, 2028 to June 30, 2029 (System Activation / Go Live)

	Description	Standard Rate	Discount Rate	Projected PPU	Fee
	Price per incident uploaded (PPU)	$5.95 per PPU	$5.20 per PPU	9,324	$48,484.80

	Description	Rate	Term	Quantity	Fee
	Faxing (Optional)	$.10 per PPU	1 Year	9,324	$932.40

Grand Total $49,417.20

Docusign Envelope ID: B939879E-09BF-8DE6-80D0-0CDAF9132D54

- Schedule P Renewal -

Prepared For: **City of Downey, on behalf of the Downey Fire Department**
Proposal Valid: **April 01, 2026 to July 01, 2026**
Contract Term: **July 01, 2026 to June 30, 2029**

The Schedule P Renewal subscription fee schedule is a component of the Subscription Agreement. All fees will be invoiced in July of each year of the agreement according to the timeframe indicated in the schedule.

The undersigned agrees to the terms identified in the Schedule P Renewal subscription fee schedule.

City of Downey

_____
Authorized Customer Signature / Date

_____
Printed Name / Title

Digital EMS Solutions Inc.

06/01/2026
Authorized Digital EMS Solutions Inc. Signature / Date

Ricky Olivarez, CEO
Printed Name / Title

ATTEST:

By: _____
Maria Alicia Duarte, CMC City Clerk

APPROVED AS TO FORM:

By: Signed by: John M. Funk 2113120E28854FB...
John Funk, City Attorney

Item No. 11.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**AUSTIN RAMIREZ, ECONOMIC DEVELOPMENT DIRECTOR**
DATE:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR RANCHO LOS AMIGOS AFFORDABLE HOUSING ADVISORY SERVICES**

EXECUTIVE SUMMARY

The City Council will consider approving the attached Professional Services Agreement with Kosmont & Associates, Inc. ("Kosmont") for affordable housing advisory services related to redevelopment of the Rancho Los Amigos South Campus ("Rancho Los Amigos"). Rancho Los Amigos is subject to the State of California's Surplus Land Act ("SLA"), which places requirements on how municipal agencies redevelop or dispose of publicly owned property to support regional housing goals. In this case, future housing units at Rancho Los Amigos will be deed-restricted for lower income households. The City is seeking Kosmont's services to navigate SLA requirements, establish the financial feasibility of affordable housing development, and develop a targeted Request for Qualifications ("RFQ") solicitation for qualified developers.

RECOMMENDATION

That the City Council:

1. Approve the Professional Services Agreement with Kosmont & Associates, Inc. for Rancho Los Amigos Affordable Housing Advisory Services for a total contract amount of $40,000; and,

2. Authorize the City Manager, or his designee, to execute the agreement with Kosmont & Associates, Inc., including any non-substantive extensions and/or amendments.

BACKGROUND

The Rancho Los Amigos South Campus has remained largely vacant since the consolidation of the Rancho Los Amigos National Rehabilitation Center in the 1980s. While Rancho Los Amigos remained under Los Angeles County ownership, in 2021, the City adopted an updated Rancho Los Amigos South Campus Specific Plan to guide the comprehensive redevelopment of the area into a mixed-use development including public services, housing, commercial activity, and transit-oriented uses to support the future Metro Southeast Gateway Line’s Gardendale Transit Station. In 2024, the City with assistance from Kosmont, issued a Request for Master Developer Proposals ("RFP") to oversee a blended-use commercial and residential project across approximately 55 acres of vacant land and dilapidated structures within Rancho Los Amigos. The City ultimately selected Lewis Land Developers ("Lewis") for their extensive development experience and entered into an Exclusive Negotiating Agreement ("ENA") with Lewis in 2025.

ANALYSIS

Since selecting Lewis, the City has engaged in several discussions with Los Angeles County regarding the future of Rancho Los Amigos. Earlier this year, the Los Angeles County Board of Supervisors unanimously authorized the Los Angeles County CEO's Office staff to enter into negotiations with the City for an ENA outlining development in alignment with the 2021 Specific Plan, with particular importance placed on market-rate and affordable housing. City and County staff are currently in negotiations, but the City is concurrently working with Lewis on conceptual site planning and residential development options. Given that affordable housing development involves unique financial, regulatory, and operational complexities that differ significantly from traditional market-rate development, the City and Lewis have mutually agreed to select a second development partner focused solely on the affordable housing component. The City is seeking Kosmont's services to develop a market-feasible funding plan for the affordable housing development, as well as the creation and distribution of a RFQ to select a qualified affordable housing developer.

Kosmont meets the sole source requirements and is uniquely qualified to perform affordable housing development advisory services for the Rancho Los Amigos project. Due to Kosmont's robust experience supporting the City's past and current economic development efforts, including the selection of a master developer for this project, as well as their expertise with Downey's economic conditions, they are the only known firm that will meet the specialized needs of the City.

CITY COUNCIL PRIORITIES

Economic Vibrancy

FISCAL IMPACT

Approval of the recommended action will result in an expenditure of $40,000 from the General Fund budget 10-4-1220-0700, to Economic Development and Housing, as proposed in the Fiscal Year 2026-2027 operating budget.

Attachments

Attachment A: Agreement with Kosmont for Affordable Housing Advisory Services

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

CITY OF DOWNEY
PROFESSIONAL SERVICES AGREEMENT
WITH KOSMONT & ASSOCIATES, INC. FOR RANCHO LOS AMIGOS AFFORDABLE HOUSING ADVISORY SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this June 23, 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 **Kosmont & Associates, Inc., dba Kosmont Companies**, a California corporation, with its principal place of business at 2301 Rosecrans Avenue, Ste. 4140, El Segundo, CA 90245 ("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 **Rancho Los Amigos Affordable Housing Advisory 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 **Rancho Los Amigos Affordable Housing Advisory Services** ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 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.

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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.

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

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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 Agreement. 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 **President**, 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 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

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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 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

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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 $1,000,000 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 four (4) 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 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 least as broad as ISO Form CG

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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.

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

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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 **FORTY THOUSAND DOLLARS AND 00/100 ($40,000)** 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.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

by Consultant. The statement shall describe the amount of services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the 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.

3.4 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 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:

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

- 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:

Kosmont Companies
2301 Rosecrans Ave, Ste. 4140
El Segundo, CA 90245
Phone: (424)297-1070
Attn: Ken Hira

City:

City of Downey
11111 Brookshire Avenue
Downey, California 90241
Phone: (562) 904-7286

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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 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.

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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 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 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

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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 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.

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.

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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.

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

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

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.

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

CITY OF DOWNEY,
a California municipal corporation
and charter city

By: _____
Roger Bradley, City Manager

Kosmont & Associates, Inc.
a California corporation

By: _____
Ken Hira
Its: President

Attest:

_____
Maria Alicia Duarte, CMC
City Clerk

Approved as to Form:

Signed by:
_____
2113A20E28854EB...
City Attorney

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

EXHIBIT A
SCOPE OF SERVICES

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

DRAFT FOR REVIEW

April 6, 2026

Vaniah De Rojas
Assistant City Manager
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

Re: Proposal for Affordable Housing Developer Solicitation

Dear Ms. De Rojas:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal to the City of Downey ("City" or "Client") for real estate advisory services in connection with developing the 40% affordable housing of proposed South Campus Mixed-Use Project ("Project") on Los Angeles County ("County") land within the City.

This proposal serves as an Agreement when executed and returned by Client to Kosmont.

I. BACKGROUND AND OBJECTIVE

In order to facilitate private development of key parcels within the Rancho Los Amigos South Campus Specific Plan, City and County are collaborating on master lease approximately 55 acres of the County's South Campus. Because the City has entitlement rights over Project development, the City could take control of the property through a long-term lease and to then sub-lease to master developer and/or non-profit affordable housing developer(s). City has requested Kosmont to assist the City in an affordable housing developer selection process and discuss with Kosmont an approach to Surplus Land Act.

Kosmont proposes the following Scope of Services accordingly.

II. SCOPE OF SERVICES

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

Task 1: Project Orientation

Kosmont will meet virtually with City staff to confirm scope of work, schedule and communication protocols. Kosmont and City will review proposed Project development plan and affordable housing land use component (e.g., 40% of residential units in compliance with Surplus Land Act), proximate to market rate housing and commercial uses.

Task 2: Financial Structuring

The goal with 100% affordable housing is to understand the financing gap, and also evaluate the competitiveness of the project for competitive sources such as LACDA, LACAHSA and AHSC.

Covenanted affordable housing requires subsidy to be financially feasible, and so a pro forma evaluation of a 100% Affordable Housing project must necessarily focus on financing the feasibility gap between project costs and below-market-rate revenues.

Most affordable housing projects are financed with a capital "stack" that combines Low Income Housing Tax Credits (LIHTC), permanent debt based on project net operating income (NOI), and specialized grants and loans targeted at affordability, greenhouse gas (GHG) reduction, and transit adjacency. Financing awards are prioritized based on a scoring system that ranks project proposals for compliance with a range of criteria. For competitive sources of financing, project proposals must outpoint other proposals.

Kosmont will provide a high-level discussion of design and programming strategies that can help the proposed 100% family housing projects be competitive in financing the feasibility gap, and it provides an illustration of how the project might be capitalized.

Task 3: RFQ/P Preparation and Evaluation

Following the completion of lease negotiations with Master Developer and decisions on the final land use plan Kosmont will prepare an affordable housing developer Request for Qualifications / Proposals (RFQ/P) for Client to review. Followjng that Kosmont will prepare a distribution list.

Kosmont can manage solicitation process and identify qualified candidates, which may include an interview / evaluation of short listed developers. Kosmont will collaborate with City staff on requesting proposals / letters of interest from appropriate affordable housing developers in order to select a final party.

Task 4: Meetings

Kosmont will participate in agreed upon virtual or in person meetings with City staff, as needed including a developer interview. Consultant attendance at City Council hearings will be on a time and material basis.

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement. Client will provide Consultant with Project data, such as site plans, as available.

IV. COMPENSATION

The compensation for Tasks 1 through 4 is estimated at $40,000 for professional services (hourly) fees at Consultant's billing rates as reflected in Attachment A. Budget may be increased by Client request at any point in time.

Consultant's attendance or participation at any ***publicly noticed*** meeting, whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other),* as requested by Client is in addition to compensation for Tasks 1 through 4 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: https://kosmont.paidyet.com and there are two ways to make a secure credit card payment:

1. Fill in the "***Make a Payment***" form when you go to the link (https://kosmont.paidyet.com), or
2. Call Kosmont Companies' accounting desk (424) 297-1072 to make a credit card payment

DISCLOSURE: Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. dba Kosmont Realty ("KR")

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. KR also provides Broker Opinions of Value ("BOV") services on a fixed fee basis.

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Financial Services (KFS). KFS is an independent Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

Docusign Envelope ID: 4BB821BF-00C1-8144-831B-794993911B2D

ATTACHMENT A

Kosmont Companies
2026 Public Agency Fee Schedule

Professional Services

Chairman & CEO	$540.00/hour
President	$435.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	$405.00/hour
Vice President/Project Advisor	$295.00/hour
Senior Project Analyst	$210.00/hour
Project Analyst/Project Research	$195.00/hour
Assistant Project Analyst/Assistant Project Manager	$170.00/hour
Project Promotion/Graphics/GIS Mapping Services	$ 95.00/hour
Administrative Support	$ 90.00/hour

Additional Expenses

In addition to professional services (labor fees):

1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
4) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
5) Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other)* requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates Effective until December 31, 2026. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2027, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for December 2025 was 0.3, representing a change of 2.7 **percent** over the index of the previous 12 months.

Item No. 12.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**AUSTIN RAMIREZ, ECONOMIC DEVELOPMENT DIRECTOR**
DATE:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR DOWNEY LANDING REAL ESTATE ADVISORY SERVICES**

EXECUTIVE SUMMARY

The City Council will consider approving the attached Professional Services Agreement with Kosmont & Associates, Inc. ("Kosmont") for real estate advisory services related to the City-owned portion of the Downey Landing ("Landing") retail center. Investec Real Estate Companies ("Investec") has a ground lease with the City until August 2059, with 33 years remaining on the term. Investec and the City are seeking to extend the term of the agreement, as well as update the rent and permitted tenant terms to ensure the Landing remains a competitive and premier retail center.

RECOMMENDATION

That the City Council:

1. Approve the Professional Services Agreement with Kosmont & Associates, Inc. for Downey Landing Real Estate Advisory Services for a total contract amount of $20,000; and,

2. Authorize the City Manager, or his designee, to execute the agreement with Kosmont & Associates, Inc., including any non-substantive extensions and/or amendments.

BACKGROUND

On August 10, 2004, the City entered into a long-term ground lease with Investec for approximately 14 acres situated within the former NASA industrial complex. The agreement established a 55-year term focused on the development and operation of the City-owned portion of the Landing, with a scheduled expiration date in August 2059. The remaining 19 acres of the Landing is owned and operated by Investec. Under the current terms, the City receives rent based on a formula that includes annual Base Rent and sub-lease performance. With approximately 33 years remaining, Investec expressed a desire to extend the term to 55 years to allow them to remain competitive in a retail market where high-quality tenants expect 30 to 40 year sub-lease terms. The City now seeks to engage a consultant to evaluate amendments to the existing agreement to ensure the continued economic vitality and professional management of the site.

ANALYSIS

Since its development, the Landing has grown into one of the top performing power retail centers in the region. In the past 12 months, Placer.AI data shows that the Landing received nearly 8,000,000 visits, a 7.5% year-over-year increase and a significant 19.7% increase over a two-year period. The data also reflects the loyalty and strength of Downey's consumer market, with 75% of all visits coming from consumers who shop at the Landing at least six times per year. In addition to strong visitor performance, the Landing generated approximately $1.5 million in direct sales tax revenue to the City in the previous fiscal year with a year-end increase projected this fiscal year.

The Landing's strong performance can be attributed to the City's longstanding partnership with Investec and a shared commitment to creating a premier power retail center. City staff regularly work with Investec to fill retail vacancies with first-quality tenants, with recent accomplishments including the addition of Famous Dave's, Sprouts, and Boot Barn.

The City and Investec ("Parties") seek to amend the remaining term, rent calculation formula, and the definition of first-quality tenants:

Term

With 33 years remaining on the ground-lease, the term is beginning to negatively impact the recruitment of first-quality tenants. Under current market conditions, quality retailers are seeking long-term stability and lease terms that offer 30 to 40 year options. The Parties seek to extend the term to 55 years to remain competitive as a retail center and facilitate the recruitment of quality tenants.

Rent Calculation Formula

The Ground Lease rent paid to the City is based on an annual base rent of $367,580, plus an annual increase based on sub-lease performance. The annual increase fluctuates on an annual basis dependent on factors that impact sub-lease rents, such as vacancies and store performance. For the previous fiscal year, the annual increase was $77,290, for a total annual rent of $444,870 paid to the City. Given the potential term extension, the Parties seek to evaluate the rent calculation formula to ensure it remains a best practice and mutually sustainable into the future.

First-Quality Tenant Definition

The 2004 Ground Lease attempted to define "First-Quality Tenants" in order to protect the quality and vitality of the center, as well as identify City pre-approved retailers to accelerate Investec's leasing activity. More than twenty years later, the definition is no longer relevant and does not accomplish its intended goals. For example, it includes several defunct brands of that era such as Blockbuster, Hollywood Video, Borders, Circuit City, and Linens 'n Things. The Parties seek to determine a new definition of First-Quality Tenants that matches the quality of the Landing today while also protecting its vitality into the next 55 years.

Kosmont meets the sole source requirements and is uniquely qualified to perform Downey Landing real estate advisory services. Due to Kosmont's robust experience supporting the City's past and current economic development efforts, including retail tenant recruitment and redevelopment of the Rancho Los Amigos South Campus, as well as their expertise with Downey's economic conditions, they are the only known firm that will meet the specialized needs of the City.

CITY COUNCIL PRIORITIES

Economic Vibrancy

FISCAL IMPACT

Approval of the recommended action will result in an expenditure of $20,000 from the General Fund budget 10-4-1220-0700, to Economic Development and Housing, as proposed in the Fiscal Year 2026-2027 operating budget.

Attachments

Attachment A: Agreement with Kosmont for Downey Landing Real Estate Advisory Services

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

CITY OF DOWNEY
PROFESSIONAL SERVICES AGREEMENT
WITH KOSMONT & ASSOCIATES, INC. FOR DOWNEY
LANDING REAL ESTATE ADVISORY SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this June 23, 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 **Kosmont & Associates, Inc., dba Kosmont Companies**, a California corporation, with its principal place of business at 2301 Rosecrans Avenue, Ste. 4140, El Segundo, CA 90245 ("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 **Downey Landing Real Estate Advisory 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 **Downey Landing Real Estate Advisory Services** ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 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.

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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.

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

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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 Agreement. 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 **President**, 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 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

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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 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.

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

(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 $1,000,000 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 four (4) 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 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 least 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).

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

(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.

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

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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 **TWENTY THOUSAND DOLLARS AND 00/100 ($20,000)** 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.

3.3.2 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 provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate,

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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.

3.4 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 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:

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

- 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:

Kosmont Companies
2301 Rosecrans Ave, Ste. 4140
El Segundo, CA 90245
Phone: (424)297-1070
Attn: Ken Hira

City:

City of Downey
11111 Brookshire Avenue
Downey, California 90241
Phone: (562) 904-7286
Attn: Economic Development

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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 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.

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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 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 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

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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 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.

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.

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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.

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

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

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.

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

CITY OF DOWNEY,
a California municipal corporation
and charter city

By: _____
Roger Bradley, City Manager

Kosmont & Associates, Inc.
a California corporation

By: _____
Ken Hira
Its: President

Attest:

_____
Maria Alicia Duarte, CMC
City Clerk

Approved as to Form:

Signed by:
_____
2113120E28854EB...
City Attorney

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

EXHIBIT A
SCOPE OF SERVICES

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

Exhibit A

DRAFT FOR REVIEW

April 6, 2026

Vaniah De Rojas
Assistant City Manager
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

Re: Proposal for Advisory Services Related to Downey Landing Ground Lease

Dear Ms. De Rojas:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal to the City of Downey ("City" or "Client") for real estate advisory services in connection with ground lease terms for the Investec/Downey Landing LLC retail center ("Project") in the City.

This proposal serves as an Agreement when executed and returned by Client to Kosmont.

I. BACKGROUND AND OBJECTIVE

The City (Ground Lessor) and Investec/Downey Landing LLC (Ground Lessee) entered into a 55-year ground lease on August 10, 2004 to develop a 375,000 SF power center on former NASA/Boeing site. The term will expire on August 10, 2059, and has 33 years remaining. The parties seek to amend the Ground Lease to facilitate the Landing's continued operation as a high-quality retail center. Kosmont understands that the City needs an independent assessment and negotiation assistance of the proposed lease term amendment, which have an impact on City long-term fiscal well-being.

Kosmont proposes the following Scope of Services accordingly.

II. SCOPE OF SERVICES

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

Task 1: Project Orientation
Kosmont will meet virtually with City staff to confirm scope of work, schedule and communication protocols. City will provide history and context of the City and Investec/Downey Landing LLC agreement / relationship with the Project. City and Kosmont will discuss City objectives.

Task 2: Financial Review
Kosmont will provide an objective review of the Project financial statements provided by ground lessee. Kosmont will review the requested lease provision changes including:

- Extending lease term (consideration of maximum allowed by SLA or other regulatory conditions)
- Analyze fair market terms for base and participation rent to City
- Modify definition of First Quality Use tenancy to reflect market supported tenant mix

Kosmont will evaluate potential property valuation increase that would result from the proposed amendment.

Task 3 – Market Demand / Pro Forma Projection
Kosmont will evaluate market potential within the area for retail subcategories (e.g., restaurants, grocery, general merchandise). And will utilize CoStar and other data services, as well as broker interviews to analyze current and historic commercial rent, occupancy and trade area competitive inventory. Kosmont will develop an Excel pro forma model to analyze the financial impact of the various lease changes to both the City and the Ground Lessee.

Task 4: SLA Implications
The City and Kosmont will discuss potential needed steps related to Surplus Land Act, which may impact the overall timeline.

Task 5: Report/Meetings and Negotiation Assistance
Kosmont will prepare a written report summarizing the cost/benefit analysis under a range of economic scenarios and will participate in agreed upon virtual or in person meetings with City staff, including a review of the draft lease amendment.

Kosmont will also be available to assist City in evaluating the financial merits of various counterproposals as part of assistance with ground lease amendment negotiation.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement and Project data outlined below. A draft summary of findings is anticipated to be delivered within approximately two (2) months from assignment authorization and receipt of financial information.

Client will provide Consultant with Project data, such as existing lease and financial statements, as available.

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

IV. COMPENSATION

The compensation for Tasks 1 through 5 is estimated at $20,000 for professional services (hourly) fees at Consultant's billing rates as reflected in Attachment A. Budget may be increased by Client request at any point in time.

Consultant anticipates two consolidated rounds of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

Consultant's attendance or participation at any ***publicly noticed*** meeting, whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other),* as requested by Client is in addition to compensation for Tasks 1 through 5 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: https://kosmont.paidyet.com and there are two ways to make a secure credit card payment:

1. Fill in the "***Make a Payment***" form when you go to the link (https://kosmont.paidyet.com), or
2. Call Kosmont Companies' accounting desk (424) 297-1072 to make a credit card payment

Consultant is prepared to commence work upon receipt of executed Agreement.

DISCLOSURE: Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. dba Kosmont Realty ("KR") is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. KR also provides Broker Opinions of Value ("BOV") services on a fixed fee basis.

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Financial Services (KFS). KFS is an independent Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

Docusign Envelope ID: 8AC2C4B7-F216-8B56-800C-69C189E83392

ATTACHMENT A

Kosmont Companies
2026 Public Agency Fee Schedule

Professional Services

Chairman & CEO	$540.00/hour
President	$435.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	$405.00/hour
Vice President/Project Advisor	$295.00/hour
Senior Project Analyst	$210.00/hour
Project Analyst/Project Research	$195.00/hour
Assistant Project Analyst/Assistant Project Manager	$170.00/hour
Project Promotion/Graphics/GIS Mapping Services	$ 95.00/hour
Administrative Support	$ 90.00/hour

Additional Expenses

In addition to professional services (labor fees):

1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
4) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
5) Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other)* requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates Effective until December 31, 2026. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2027, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for December 2025 was 0.3, representing a change of 2.7 **percent** over the index of the previous 12 months.

Item No. 13.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**AUSTIN RAMIREZ, ECONOMIC DEVELOPMENT DIRECTOR**
DATE:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR RANCHO LOS AMIGOS ECONOMIC FEASIBILITY SERVICES**

EXECUTIVE SUMMARY

The City Council will consider approving the attached Professional Services Agreement with Kosmont & Associates, Inc. ("Kosmont") for economic feasibility services related to redevelopment of the Rancho Los Amigos South Campus ("Rancho Los Amigos"). As the City continues negotiations with Los Angeles County CEO's Office to secure a long-term lease, the City will need to enter into a sub-lease with its master developer, Lewis Land Developers LLC ("Lewis"), to facilitate private development. The City is seeking Kosmont's services to evaluate the economic feasibility of the project and develop lease terms that support the long-term viability and financial sustainability of redevelopment plans.

RECOMMENDATION

That the City Council:

1. Approve the Professional Services Agreement with Kosmont & Associates, Inc. for Rancho Los Amigos Economic Feasibility Services for a total contract amount of $35,000; and,

2. Authorize the City Manager, or his designee, to execute the agreement with Kosmont & Associates, Inc., including any non-substantive extensions and/or amendments.

BACKGROUND

The Rancho Los Amigos South Campus has remained largely vacant since the consolidation of the Rancho Los Amigos National Rehabilitation Center in the 1980s. While Rancho Los Amigos remained under Los Angeles County ownership, in 2021, the City adopted an updated Rancho Los Amigos South Campus Specific Plan to guide the comprehensive redevelopment of the area into a mixed-use development including public services, housing, commercial activity, and transit-oriented uses to support the future Metro Southeast Gateway Line's Gardendale Transit Station. In 2024, the City with assistance from Kosmont, issued a Request for Master Developer Proposals ("RFP") to oversee a blended-use commercial and residential project across approximately 55 acres of vacant land and dilapidated structures within the Rancho Los Amigos area. The City ultimately selected Lewis for their extensive development experience and entered into an Exclusive Negotiating Agreement ("ENA") with Lewis in 2025.

Earlier this year, the Los Angeles County Board of Supervisors unanimously authorized the Los Angeles County CEO's Office staff to enter into negotiations with the City for an ENA outlining development in alignment with the 2021 Specific Plan. City and County staff are currently in negotiations regarding an ENA, and the City is concurrently working with Lewis on conceptual site planning and development options.

ANALYSIS

In order to proceed into a development phase, the City will need to execute a ground lease with Los Angeles County while also entering into a sub-lease with Lewis. The successful redevelopment of Rancho Los Amigos with require the City to navigate complex multi-agency transactions and unpredictable financial, regulatory, and real estate factors. The City is seeking Kosmont's services to evaluate market feasibility, provide pro-forma analysis, develop fiscal impact projections, and provide transaction support. These services will be key to protecting the City's financial interests and supporting the long-term viability of a redeveloped Rancho Los Amigos South Campus.

Kosmont meets the sole source requirements and is uniquely qualified to perform economic feasibility advisory services for the Rancho Los Amigos project. Due to Kosmont's robust experience supporting the City's past and current economic development efforts, including key components of the broader Rancho Los Amigos project, as well as their expertise with Downey's economic conditions, they are the only known firm that will meet the specialized needs of the City.

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 2026-2027 operating budget.

Attachments

Attachment A: Agreement with Kosmont for Economic Feasibility Services

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

CITY OF DOWNEY
PROFESSIONAL SERVICES AGREEMENT
WITH KOSMONT & ASSOCIATES, INC. FOR RANCHO LOS AMIGOS ECONOMIC FEASIBILITY SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this June 23, 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 **Kosmont & Associates, Inc., dba Kosmont Companies**, a California corporation, with its principal place of business at 2301 Rosecrans Avenue, Ste. 4140, El Segundo, CA 90245 ("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 **Rancho Los Amigos Economic Feasibility 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 **Rancho Los Amigos Economic Feasibility Services** ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 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.

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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.

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

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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 **President**, 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 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

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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 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

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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 $1,000,000 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 four (4) 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 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 least as broad as ISO Form CG

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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.

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

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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 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

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

by Consultant. The statement shall describe the amount of services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the 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.

3.4 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 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:

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

- 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:

Kosmont Companies
2301 Rosecrans Ave, Ste. 4140
El Segundo, CA 90245
Phone: (424)297-1070
Attn: Ken Hira

City:

City of Downey
11111 Brookshire Avenue
Downey, California 90241
Phone: (562) 904-7286

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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 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.

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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 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 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

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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 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.

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.

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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.

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

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

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.

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

CITY OF DOWNEY,
a California municipal corporation
and charter city

By: _____
Roger Bradley, City Manager

Kosmont & Associates, Inc.
a California corporation

By: _____
Ken Hira
Its: President

Attest:

_____
Maria Alicia Duarte, CMC
City Clerk

Approved as to Form:

Signed by:
_____
2113120E28854EB...
City Attorney

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

EXHIBIT A
SCOPE OF SERVICES

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

Exhibit A

DRAFT FOR REVIEW

April 6, 2026

Vaniah De Rojas
Assistant City Manager
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

Re: Proposal for Economic Development Advisory Services for Rancho Los Amigos South Campus Property

Dear Ms. De Rojas:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal to the City of Downey ("City" or "Client") for Economic Development advisory services in connection with the proposed Rancho Los Amigos South Campus Mixed-Use Project ("Project") on ~55-acres of Los Angeles County ("County") land within the City.

This proposal serves as an Agreement when executed and returned by Client to Kosmont.

I. BACKGROUND AND OBJECTIVE

In order to facilitate private development of key parcels within the Rancho Los Amigos South Campus Specific Plan, City and County are collaborating on a potential master lease in connection with the Project.

Because the City has entitlement rights over Project development, the City could take control of the property through a long-term lease, and to then sub-lease to the selected master developer.

The Specific Plan land use was originally designated for high density transit oriented development (TOD) residential, neighborhood commercial and public uses up to 2.5 FAR. There have been recent modifications to the land use plan reducing density.

Kosmont understands that the City needs an independent assessment of the Project with regards to market conditions, financial feasibility and City policy / long-term fiscal well-being. Kosmont proposes the following Scope of Services accordingly.

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

II. SCOPE OF SERVICES

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Task 1: Project Orientation

Kosmont will meet virtually with City staff to confirm scope of work, schedule and communication protocols. The City and Kosmont will discuss Surplus Land Act, on which Kosmont is well versed and which may impact necessary steps / tasks.

Task 2 – Market Demand

Kosmont will review the Specific Plan and will evaluate market potential within the area for multi-family residential and retail subcategories (e.g., restaurants, grocery, general merchandise).

Kosmont will utilize CoStar and other data services, as well as broker interviews to analyze current and historic residential and commercial supply conditions, such as inventory, vacancy, and lease rates within a defined trade area.

- Key metrics considered include occupancy rates, rent levels, construction trends
- Prepare near term and long term high level market demand estimates for commercial retail and multi-family residential (Apartments and Townhome) uses

Kosmont will also gather land and building sales comp data to understand the buildout value of the Project development plan, as well as a high-level estimate of undeveloped land value that will help City negotiate the ground lease terms with County and master developer.

Task 3: Pro Forma Review

Kosmont will provide an objective peer review of the Project development pro forma provided by master developer and/or prepare a high level pro forma to discuss with master developer. The proforma review will evaluate key assumptions for consistency with current market data, including verification that:

- Construction costs reflect current market conditions
- Revenue assumptions are supported by comparable market data
- Developer returns are consistent with those necessary to secure institutional financing for similar projects
- Construction timing assumptions reflect realistic absorption rates

Kosmont will evaluate potential property valuation increase that would result from the proposed lower density / land use changes.

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

Task 4: Fiscal Impact

To assist the City understand the financial consequences of the redevelopment, and the potential need for CFD special taxes and private streets/parks, Kosmont will review City budget and annual financial reports to understand tax rate factors.

Together with a preliminary Project development plan and the market assumptions derived above, this will help estimate the primary fiscal revenues to be generated by each component upon full build-out and stabilization, including property tax property tax in-lieu of vehicle license fees ("VLF"), direct and indirect sales and use tax, business taxes, utility taxes and other revenues.

Task 5: Transaction Structuring/Negotiation Support

Kosmont will review proposed ground lease terms with County. Because the City will require as much as 40% affordable units, and the developer will likely propose a percentage of net operating income (NOI) participation rent for the long term ground lease, Kosmont will utilize pro forma financial model to illustrate and analyze the long term NOI performance and return on investment for a range of scenarios and the financial impact on City.

Task 6: Meetings

Kosmont will participate in agreed upon virtual or in person meetings with City staff, including a kick-off meeting, review of the draft terms of the Lease / Development Agreement. Coordination meetings with City staff and the development team will be scheduled on Teams/Zoom for video conference as needed. Consultant attendance at City Council hearings if needed, will be on a time and material basis.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement and project data outlined below. A draft summary of findings is anticipated to be delivered within three (3) weeks from assignment authorization.

Client will provide Consultant with Project data, such as a pro forma, site plan, and other relevant agreements / material, as available.

IV. COMPENSATION

The compensation for Tasks 1 through 6 will not exceed $35,000 for professional services (hourly) fees at Consultant's billing rates as reflected in Attachment A. Budget may be increased by Client request at any point in time.

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

Consultant anticipates two consolidated rounds of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

Consultant's attendance or participation at any ***publicly noticed*** meeting, whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other),* as requested by Client is in addition to compensation for Tasks 1 through 5 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: https://kosmont.paidyet.com and there are two ways to make a secure credit card payment:

1. Fill in the "***Make a Payment***" form when you go to the link (https://kosmont.paidyet.com), or
2. Call Kosmont Companies' accounting desk (424) 297-1072 to make a credit card payment

Consultant is prepared to commence work upon receipt of executed Agreement.

DISCLOSURE: Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. dba Kosmont Realty ("KR") is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. KR also provides Broker Opinions of Value ("BOV") services on a fixed fee basis.

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Financial Services (KFS). KFS is an independent Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

Docusign Envelope ID: 616503C6-4AB3-8E06-83FA-7348F3B2844E

ATTACHMENT A

Kosmont Companies
2026 Public Agency Fee Schedule

Professional Services

Chairman & CEO	$540.00/hour
President	$435.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	$405.00/hour
Vice President/Project Advisor	$295.00/hour
Senior Project Analyst	$210.00/hour
Project Analyst/Project Research	$195.00/hour
Assistant Project Analyst/Assistant Project Manager	$170.00/hour
Project Promotion/Graphics/GIS Mapping Services	$ 95.00/hour
Administrative Support	$ 90.00/hour

Additional Expenses

In addition to professional services (labor fees):

1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
4) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
5) Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic *(e.g., City Council, Planning Commission, Public Agency Board, other)* requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates Effective until December 31, 2026. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2027, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for December 2025 was 0.3, representing a change of 2.7 **percent** over the index of the previous 12 months.

Item No. 14.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**ROGER BRADLEY, CITY MANAGER** **VANIAH DE ROJAS, ASSISTANT CITY MANAGER**
DATE:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF THE MASTER DEVELOPMENT FUNDING AGREEMENT BETWEEN THE CITY OF DOWNEY, ANDREWS RANCHO DEL NORTE, ANDREWS RANCHO DEL SUR, BCH HOLDINGS LLC (DOWNEY NISSAN), AND COSTCO WHOLESALE CORPORATION**

EXECUTIVE SUMMARY

The City Council will approve a Master Development Funding Agreement between the City of Downey, Andrews Rancho Del Norte, Andrews Rancho Del Sur, BCH Holdings LLC (Downey Nissan), and Costco Wholesale Corporation. This Agreement outlines responsibilities, financial commitments, and development sequencing necessary to advance a two-phase development project along Firestone Boulevard.

RECOMMENDATION

That the City Council:

1. Approve the Master Development Funding Agreement between the City of Downey, Andrews Rancho del Norte, Andrews Rancho del Sur, BCH Holdings, LLC (Downey Nissan), and Costco Wholesale Corporation;

2. Appropriate $10,500,000 from the General Fund Reserve per the Agreement; and,

3. Authorize the City Manager to execute the Agreement and all related documents necessary to implement its provisions.

BACKGROUND

In late 2022, the City was notified of Costco's interest in operating a Costco wholesale warehouse and gas station in the City of Downey. More specifically, to operate on the vacant former All American Home Center lot and the current Downey Nissan Dealership location, both parcels are owned by Andrews Rancho Del Norte. To allow for Costco to operate on this site, it will require Downey Nissan to move from its current location to across the street on a southern vacant parcel owned by Andrews Rancho Del Sur.

To facilitate this transaction, City staff began working with Costco, Andrews Rancho del Norte, Andrews Rancho del Sur (together noted as "Andrews"), and Downey Nissan to explore possible relocation options.

Following these discussions, the above mentioned parties jointly developed a non-binding Master Development Funding Agreement (Attachment A) outlining responsibilities, financial commitments, and development sequencing necessary to advance a two-phase development project: 1. Relocation and Construction of a new Downey Nissan Dealership and 2. Construction of a new Costco warehouse and gas station.

ANALYSIS

Involved Properties

The following notates the properties involved and the relocation plans for Downey Nissan and construction of a Costco warehouse and gas station:

LADWP Property
Nova Property
North Property
Nissan Leasehold
South Property
Firestone Blvd
Firestone Blvd
Firestone Blvd
Firestone Blvd
Dinsdale St
Dinsdale St
Dinsdale St

2. Downey Nissan

- Enter into a New Nissan Lease for the South Property.

3. Costco Wholesale

- Enter into a ground lease for the North Property.
- Provide up to $20.8 million to fund construction of the Future Downey Nissan Dealership as a tenant improvement (permitting, fees, and all hard/soft costs included).

4. City of Downey

- Enter into a $3 million sales tax sharing agreement with Costco Wholesale, effective upon issuance of a Certificate of Occupancy for the new Costco warehouse to support the construction of the Future Downey Nissan Dealership. The agreement will be brought forth to the City Council at a future meeting.
- Provide a $10 million Lease Cancellation Fee to Downey Nissan.
- Enter into $2 million sales tax sharing agreement with Downey Nissan, effective upon issuance of a Certificate of Occupancy for the new Dealership to offset tax liability. The agreement will be brought forth to the City Council at a future meeting.
- Full funding of all required CEQA environmental/entitlement review for the Project, an anticipated cost of $500,000.

A Costco warehouse and gas station will deliver strong financial benefits to Downey by expanding the City's tax base and supporting long-term economic growth. Beyond increased sales and property tax revenue, the project is expected to generate new jobs during both construction and ongoing operations, strengthening local employment opportunities while enhancing the City's overall fiscal stability.

Additionally, Downey Nissan is a key economic anchor for the City, contributing significantly to local revenue and supporting long-term redevelopment efforts along Firestone Boulevard. The dealership strengthens the City's tax base, provides stable jobs, and helps drive high-quality commercial activity, making it an essential partner in advancing Downey's broader economic goals.

This Agreement provides a means for both major economic drivers to operate in the City, and ensure Downey's long-term financial stability.

CITY COUNCIL PRIORITIES

Financial Responsibility
Economic Vibrancy
Quality of Life, Safety & Infrastructure

FISCAL IMPACT

Approval of the recommended actions will result in an appropriation of $10,500,000 from General Fund Balance Reserves, which includes $10,000,000 to the City's Manager's 10-4-1210-0700 Contract Services Account, and $500,0000 to Community Development's 10-4-5110-0700 Contract Services Account. One of the uses of the General Fund reserve is to take advantage of economic opportunities when they arise, while maintaining reserves at a safe level should a recession or emergency arise. The recommendation for minimum reserve levels from the Government Finance Officers Association is 16.7% of annual operating revenues. The City uses 35% as a threshold measured against the most recent three year revenue history to determine the reserve target. Utilizing a more than double reserve amount allows the City to take advantage of economic opportunities like this one with Costco, while limiting the risk of emergency impacts by staying above the recommended minimum reserve threshold. The City's projected reserve position after the reserve loan to this effort at the end of Fiscal Year 2026-2027 will be $22,972,965, or more than $5 million above the 16.7% threshold of $17,902,041. This allocation from the General Fund Economic Opportunities Reserve will be replenished with the new sales tax revenue generated by Costco. It is estimated that sales tax revenue will increase by more than $3 million annually as a result of this investment.

Attachments

Attachment A: Downey - Master Development Funding Agreement

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

MASTER DEVELOPMENT FUNDING AGREEMENT

THIS MASTER DEVELOPMENT FUNDING AGREEMENT (**"Agreement"**), dated as of June 23, 2026 (the **"Effective Date"**), is by and between the City of Downey, a California charter city and municipal corporation (the **"City"**), Andrews Rancho del Norte, a California corporation (**"Rancho del Norte"**), Andrews Rancho del Sur, a California corporation (**"Rancho del Sur**" which together with Rancho del Norte are referred to herein as **"Andrews"**), BCH Holdings, LLC, a California limited liability company (**"Downey Nissan"**), and Costco Wholesale Corporation, a Washington corporation (**"Costco Wholesale"**), herein individually a **"Party"** and collectively the **"Parties"** with reference to the following:

RECITALS

A. City is desirous of advancing the socioeconomic interests of City and its residents by promoting the productive use of land and encouraging high quality development and long-term economic growth, thereby enhancing employment opportunities for residents and expanding City's property tax base to support vital public services and infrastructure.

B. Rancho del Norte is the fee owner of property located along the north side of Firestone Boulevard in the City of Downey, California, including (i) real property consisting of approximately 13.59 acres (the **"North Property"**) of which approximately 6.5 acres are improved with certain tenant improvements in the form of a constructed motor vehicle sales and service Nissan dealership (the "**Existing Dealership**") owned by Downey Nissan which is presently leased to Downey Nissan pursuant to an existing ground lease (the "**Existing Nissan Lease**"), and approximately 7 acres of which are unimproved, (ii) real property upon which Los Angeles Department of Water and Power operates high-voltage overhead transmission lines (the **"LADWP Property"**), and (iii) an adjacent parcel of approximately 1.38 acres of unimproved land (the "**Nova Property**").

C. Rancho del Sur is the fee owner of certain property along the south side of Firestone Boulevard in the City of Downey, California, including real property consisting of approximately 5.1 acres (the **"South Property"**) of which approximately 1.2 acres are improved and include a structure housing a floor covering business.

D. The North Property, LADWP Property, Nova Property and South Property (collectively, the "**Site**") are generally depicted on Exhibit A attached hereto.

E. City desires to facilitate the redevelopment of the Site (the **"Project"**) so that a Nissan dealership operates on the South Property and Nova Property (the **"Future Downey Nissan Dealership"**) and with an offer of parking rights on the LADWP Property, if approved, and a Costco Wholesale warehouse and gas station together with surface parking and common area improvements operates on the North Property (the **"Future Costco Warehouse and Gas Station"**).

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

F. It is contemplated the Project will be completed in phases with the first phase being the development of the Future Downey Nissan Dealership and the second phase being the development of the Future Costco Warehouse and Gas Station.

G. The Parties desire to work together to achieve necessary or desirable agreements between certain Parties for the leasing, financing, construction, management and development of the Project, collectively referred to as the **"Transaction Documents."**

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
TERM AND OTHER PARAMETERS OF AGREEMENT

1.1 Term of this Agreement. The term of this Agreement (the **"Term"**) shall commence upon the Effective Date and, unless earlier terminated in accordance with the terms hereof, shall terminate one hundred eighty (180) days after the Effective Date, subject to any extension agreed to in writing by the Parties as set forth below (the **"Termination Date"**). The Term of this Agreement may be extended by written amendment to this Agreement signed by the Parties, which for the City shall mean the City Manager for purposes of any extension.

1.2 Recitals. The Recitals are incorporated into this Agreement by this reference.

1.3 Purpose; Relationship of this Agreement to Other Transaction Documents. This Agreement provides a general outline and reflects a mutual understanding of the Parties concerning the Project and its development (including the process for design and regulatory and other approvals) and financing, and includes the general scope and anticipated obligations of each Party in these regards (the **"Work"**).

1.4 Limitations of this Agreement. By its execution of this Agreement:

(a) City is not committing itself to or agreeing to undertake (i) land use entitlements for the Project; or (ii) any other acts or activities requiring the subsequent independent exercise of discretion by City or any department thereof. Execution of this Agreement by City is merely an agreement to enter into a period of time according to the terms hereof, reserving final discretion and approval by City as to any discretionary entitlements, and all land entitlement decisions in connection therewith.

(b) Each Party other than the City is not committing itself to or agreeing to undertake land use entitlements for the Project or any other acts or activities requiring the subsequent independent exercise of discretion by such Party, including execution of the Transaction Documents or the Work. Execution of this Agreement by each Party other than the City is merely an agreement by such Party to enter into a period of time according to the terms hereof, reserving final discretion and approval by such Party as to (i) any entitlements, and all land entitlement decisions in connection therewith, (ii) the Transaction Documents, and (iii) the Work.

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

1.5 CEQA Considerations. No applications for any land use entitlement involving the Site has been submitted to any public agency. The specifics of any potential future use of the Site are not yet known in sufficient detail to allow for the completion of "meaningful environmental assessment" under the California Environmental Quality Act (**"CEQA"**). Applications (if any) for future land use entitlement would require the City, as local land use authority, to undertake any required environmental review pursuant to CEQA. This Agreement does not approve any land use or development entitlement, does not grant any vested development rights, and does not otherwise restrict the City's full and complete consideration and adoption of any feasible mitigation measures or feasible alternatives (expressly including the "no project" alternative) that may be required as part of any future CEQA process.

ARTICLE 2
CONTINGENT COMMITMENT OF FUNDS AND OTHER OBLIGATIONS

2.1 Outline of Project. The following outlines certain fundamental financial and other obligations necessary to completion of the Project as contemplated by the Parties, provided that nothing herein shall obligate the Parties to proceed with the Project or to enter into any Transaction Documents:

2.1.1 New Nissan Lease and Site Improvements. Andrews would (a) contribute (or cause Rancho del Sur to contribute) up to a maximum of $1.6 million in materials and cash (i) in the form of certain pre-purchased materials (e.g., underground carbon filtration system), and (ii) otherwise pay for third-party costs of site-improvements to the South Property (i.e., improvement to the land upon which the Future Downey Nissan Dealership is to be built; e.g., grading and excavation, road and access and erosion control, and not including utility installation, drainage system(s), landscaping, fencing and security) as may be necessary for construction of the Future Downey Nissan Dealership, all of which shall be further specified in a ground lease, the terms of which shall be agreed to by Rancho del Sur and Downey Nissan for the South Property (the "**New Nissan Lease**"), and (b) continue to pursue (or cause Rancho del Norte to continue to pursue) parking rights on the LADWP Property prior to issuance of a certificate of occupancy for the Future Downey Nissan Dealership. In the event that Andrews is unable to deliver separate rights to parking upon the LADWP Property, Andrews shall provide the Nova Property to Downey Nissan for parking purposes.

The new acreage for the new Future Downey Nissan Dealership shall be up to 6.5 acres, which shall be located on the South Property and the Nova Property.

Upon LADWP's approval to allow parking on the LADWP Property, Rancho del Norte shall offer to Downey Nissan parking rights through a separate agreement for the LADWP Property, the terms of which shall be agreed to between Andrews and Downey Nissan.

Pursuant to the New Nissan Lease, the Future Downey Nissan Dealership construction will be managed by Rancho del Sur (and independent agents) and overseen by Downey Nissan. Rancho del Sur shall reasonably review and approve the design and construction plans. Downey Nissan and Rancho del Sur will be responsible for approving all costs included in the related construction

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

and material contracts, and will also approve of any construction contractors, subcontractors, and the content of documents to be executed between Rancho del Sur and any party involved in constructing the Future Downey Nissan Dealership.

2.1.2 Costco Lease. Costco Wholesale would enter into a ground lease for the North Property from Rancho del Norte pursuant to terms satisfactory to Costco Wholesale and Rancho del Norte, the terms of which shall be agreed to between Rancho del Norte and Costco Wholesale.

2.1.3 Costco Funding. Costco Wholesale would provide funding to Rancho del Sur up to $20.8 million to construct the Future Downey Nissan Dealership as a tenant improvement, subject to a written funding arrangement to be agreed to by Costco Wholesale and Rancho del Sur. Costco Wholesale will only be responsible for funding a maximum of $20.8 million towards such improvement, inclusive of all costs related to applications for permitting, development impact fees, and other hard and soft costs directly or indirectly related to the permitting and construction of the Future Downey Nissan Dealership. These funds shall be advanced by Costco Wholesale in tranches during development and construction of the Future Downey Nissan Dealership, pursuant to the funding arrangement to be agreed to by Costco Wholesale and Rancho del Sur.

2.1.4 City Contributions.

2.1.4.1 Costco Sales Tax Sharing Agreement. The City and Costco Wholesale would agree that the City will contribute $3 million to Costco Wholesale through a separate sales tax sharing agreement with Costco Wholesale, which will begin once the certificate of occupancy is issued for the Future Costco Warehouse and Gas Station, the terms of which shall be agreed to between Costco Wholesale and the City.

2.1.4.2 City Contribution to Downey Nissan. City would provide $10 million (the "**Lease Cancellation Fee**") to Downey Nissan as a lease cancellation payment for the Existing Nissan Lease pursuant to Section 1241 of the Internal Revenue Code. This Lease Cancellation Fee would be provided in one lump sum payment into an agreed upon escrow account no later than thirty (30) days after the City approves entitlements and any necessary CEQA clearance for the Future Downey Nissan Dealership in accordance with jointly-approved escrow instructions. The escrow instructions shall provide that the Lease Cancellation Fee shall be released to Downey Nissan within ten (10) Business Days after issuance of the certificate of occupancy for the Future Downey Nissan Dealership.

2.1.4.3 Downey Nissan Sales Tax Sharing Agreement. City would enter into a separate sales tax sharing agreement with Downey Nissan in the amount of $2 million, which will begin once the certificate of occupancy is issued for the Future Downey Nissan Dealership, and which is intended to offset income tax liability incurred by Downey Nissan as a result of its participation in the Project, the terms of which shall be agreed to between Downey Nissan and the City.

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

2.1.4.4 CEQA Costs. The City would independently fund all CEQA clearances and approvals for the Project.

2.1.5 1031 Exchange. Downey Nissan, Costco Wholesale and Andrews would cooperate to facilitate a like-kind exchange under Section 1031 of the Internal Revenue Code (the "**Exchange**"). Downey Nissan, Costco Wholesale, and Andrews' cooperation is a material condition of the transaction, and the Parties' obligation to proceed is contingent upon the Parties cooperating to facilitate a like-kind exchange under Section 1031. Downey Nissan shall have the right to assign any and all consideration to which it is or may become entitled under the transactions described in this Agreement to a qualified intermediary designated by Downey Nissan, and the Parties shall cooperate with any such assignment, so as to preserve the qualified nature of the Exchange.

2.2 City's Performance. The approval of this agreement by City shall constitute City's assent to the City obligations outlined in Section 2.1.4 above. The parties acknowledge and agree that the performance by the City of the obligations outlined in Sections 2.1.4.1 through 2.1.4.3 above is subject to the Parties entering into the Transaction Documents and any other conditions precedent imposed by the City.

ARTICLE 3
GENERAL PROVISIONS

3.1 Notices.

3.1.1 Manner of Delivery. All notices, statutory notices, demands, statements or communications (collectively, "**Notices**") given or required to be given by any Party to the others hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight delivery service (such as, but not limited to, Federal Express), or delivered personally (i) to each Party at the appropriate address set forth below, or to such other place as each Party may from time to time designate in a Notice to the other Parties; or (ii) to City at the addresses set forth below, or to such other firm or to such other place as City may from time to time designate in a Notice to the Parties.

3.1.2 Addresses for Notices. All Notices shall be properly addressed and delivered to the Parties at the addresses set forth below or at such other addresses as any Party may designate by written Notice given in the manner provided herein:

To City:	City of Downey 11111 Brookshire Avenue Downey, CA 90241 Attn: City Manager
With a copy to:	City Attorney (at the same address)

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

To Andrews:	Andrews Rancho del Norte Attention: Lawrence W. Andrews 494 State Street, Suite 230 Salem, Oregon 97301-3654 Email: andrews.law@earthlink.net_
With a copy to:	Ferruzzo & Ferruzzo LLP Attention: Gordon D. Scholte 3737 Birch Street, 4th Floor Newport Beach, California 92660 Email: gscholte@ferruzzo.com_
To Downey Nissan:	Downey Nissan Attention: Timothy Hutcherson 7321 Firestone Blvd. Downey, CA 90241 Email: TimH@downeynissan.com
With a copy to:	Coblentz Patch Duffy & Bass LLP Attention: Ashley Weinstein-Carnes 1 Montgomery Street, Suite 3000 San Francisco, CA 94104 Email: aweinstein-carnes@coblentzlaw.com
To Costco Wholesale:	Costco Wholesale Corporation 999 Lake Drive Issaquah, Washington 98027 Attention: Property Management (Legal Dept.) Facsimile No.: 425-313-8114
With a copy to:	Allen Matkins Leck Gamble Mallory & Natsis LLP Attention: Britney Willhite 2010 Main Street, Suite 800 Irvine, CA 92614 Email: bwillhite@allenmatkins.com

3.2 Time of Performance; Business Days. Time is of the essence for timely performance under this Agreement. All periods for performance specified in this Agreement in terms of days shall be calendar days, and not Business Days, unless otherwise expressly provided in this Agreement. As used herein, the term "Business Days" means any day on which national banking institutions in Los Angeles County, California, are open for the transaction of banking business (excepting any Saturday or Sunday).

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

3.3 Interpretation of Agreement.

3.3.1 No Presumption Against Drafter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement (including California Civil Code Section 1654).

3.3.2 Agreement Not Assignable. This Agreement is not assignable. Where the term "Party," or "Parties" or "City" is used in this Agreement, it means and includes their respective successors and permitted assigns.

3.4 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and permitted assigns. No third party beneficiaries are intended or created by this Agreement.

3.5 Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

3.6 Entire Agreement. This Agreement (including all of the Exhibits) constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all negotiations or previous agreements, among the Parties with respect to all or any part of the terms and conditions mentioned in or incidental to this Agreement. No parol evidence of any prior draft of this Agreement, or of any other agreement shall be permitted to contradict or vary the terms of this Agreement.

3.7 Amendment. Neither this Agreement nor any of its terms may be amended, modified or supplemented except by a written instrument executed by the Parties in each instance.

3.8 Governing Law; Choice of Venue. The laws of the State of California shall govern the interpretation and enforcement of this Agreement. As part of the consideration for the Parties entering into this Agreement, except as otherwise provided in this Agreement, the Parties agree that all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts having jurisdiction within the State of California and the venue shall be in Los Angeles County. The Parties expressly consent to the jurisdiction of any such local, state or federal court, and consent that any service of process in such action or proceeding may be made by personal service upon the applicable Party wherever it may then be located, or by certified or registered mail directed to the applicable Party at the address set forth in Section 3.1.2 for the delivery of notices.

3.9 Disputes.

3.9.1 Negotiation. Except as otherwise provided in this Article, at any time following the receipt by one Party of a written Notice from any other Party of a conflict, disagreement or dispute between the Parties arising under this Agreement (a **"Dispute"**), the

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

receiving Party may require that an authorized representative of each Party (each with authority to settle) meet, confer, and attempt to resolve such Dispute. If the Dispute is not resolved during such meeting or within ten (10) Business Days thereafter, neither Party may initiate litigation under this Article unless the Dispute is first subjected to mediation. This requirement for mediation may only be waived in a written instrument.

3.9.2 Mediation. Disputes not resolved through negotiation shall be subject to mandatory mediation. A request for mediation shall be filed in writing by a Party with the other Party, and the Parties shall promptly attempt to mutually agree upon a Mediator. If the Parties have not reached agreement on a Mediator within five (5) Business Days of the request, any Party may file the request with JAMS Mediation, Arbitration, and ADR Services ("JAMS") in Los Angeles, California, with a copy to the other Parties, and the mediation shall, unless another location is mutually agreed upon, be administered by JAMS and held in Los Angeles, California by a single Mediator having demonstrated expertise regarding the subject of the Dispute and appointed in accordance with JAMS Rules. Mediation shall proceed in advance of any Court trial, which shall be stayed pending mediation unless stayed for a longer period by agreement of the Parties or court order. The Parties to the mediation shall share the Mediator's fee and any filing fees equally. Representatives of the Parties must attend the mediation session in person with authority to settle the dispute and with authority to adjust pre-existing settlement authority if necessary. To the extent there are other parties in interest, such as architects, insurers, contractors or subcontractors, then representatives of such other parties, also with authority to settle the Dispute and to adjust pre-existing settlement authority if necessary, shall also attend the mediation session in person. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3.9.3 Litigation. All Disputes that cannot be resolved through mediation shall be resolved by a Court of competent jurisdiction consistent with the terms of Section 3.8.

3.10 Further Assurances. The Parties agree to execute and acknowledge such other and further documents as may be necessary and commercially reasonable consistent with the terms and conditions of this Agreement and without additional cost or liability to each such Party.

3.11 Attorneys' Fees and Costs. If any Party fails to perform any of its respective obligations under this Agreement or if any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all reasonable, out-of-pocket costs and expenses incurred by the other Party or Parties on account of such default or in enforcing or establishing its rights under this Agreement, including court costs and reasonable attorneys' fees. Any such costs and attorneys' fees incurred by any Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such costs and attorneys' fees are intended to be severed from the other provisions of this Agreement and to survive and not be merged into any such judgment.

3.12 Relationship of Parties. The subject of this Agreement is a private development with no Party acting as the agent of the other Parties in any respect. None of the provisions in this

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

Agreement shall be deemed to render any Party a partner in another Party's business, or joint venture or member in any joint enterprise with another Party.

3.13 Severability. If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this Agreement.

3.14 Effective Date. This Agreement shall become effective on the Effective Date.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Parties. Each Party other than City (for purposes of this Section, each being referred to hereinbelow as "**Party**") represents and warrants as follows, as of the Effective Date:

4.1.1 Valid Existence; Good Standing. Party is a corporation or limited liability company duly organized and validly existing under the laws of the State of its incorporation and otherwise is qualified to do business in the State of California. Party has all requisite power and authority to lease property and conduct business as presently conducted and made all filings and are in good standing in the jurisdiction of the State of California and other applicable legal jurisdiction.

4.1.2 Authority. Party has all requisite power and authority to execute and deliver this Agreement and the agreements contemplated by this Agreement and to carry out and perform all of the terms and covenants of this Agreement and the agreements contemplated by this Agreement.

4.1.3 Tax Advice. Party acknowledges and agrees that no other Parties or such Parties' agents or representatives have given Party any tax advice. Party agrees that it will be solely liable and responsible to pay any and all applicable taxes, fees, penalties and/or interest that may be due and owing on the City's funding of Party as outlined in this Agreement, and agrees to defend, indemnify and hold the City completely harmless from any and all such taxes, penalties, fees, costs and/or interest.

4.1.4 Prevailing Wage. The Parties acknowledge and agree that state prevailing wage will be required for the Project based on the City's financial involvement. The Parties agree that they will be solely liable and responsible to pay any and all applicable fees and penalties and/or other costs that may be due and owing based on the City's funding as outlined in this Agreement, and agree to defend, indemnify and hold the City completely harmless from any and all such applicable fees and penalties.

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

4.2 Representations of the City. The City represents (as to itself only) as follows, as of the Effective Date:

4.2.1 Authority. The City is a California charter city and municipal corporation duly organized and is in good standing under the laws of the State of California with all corporate power to execute and deliver and perform its obligations under this Agreement and the agreements contemplated by this Agreement.

4.2.2 Litigation. City is not party to, and has no knowledge of, any pending or threatened actions, suits, proceedings or undischarged judgments affecting City or the Site, before any court, Governmental Authority, or arbitrator which might materially and adversely affect the enforceability of this Agreement, or prevent City from performing its obligations under this Agreement.

4.2.3 Condemnation. City has no knowledge of any condemnation proceedings relating to the Site or any part thereof or any access ways or roadways adjacent to the Site or any part thereof.

4.2.4 Violations. City has not received written notice of, and has no knowledge of, any uncured violations of any federal, state or local law relating to the use or operation of the Site.

Remainder of page intentionally left blank.
Signatures on the following page.

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

IN WITNESS WHEREOF the Parties have caused this Master Development Funding Agreement to be executed by their duly appointed representatives as of the Effective Date.

THE CITY OF DOWNEY, a California charter city and municipal corporation

By:_____

Name:_____

Its:_____

ANDREWS RANCHO DEL NORTE, a California corporation

By: [signature]

Name: Lawrence W Andrews

Its: President

ANDREWS RANCHO DEL SUR, a California corporation

By: [signature]

Name: Lawrence W Andrews

Its: Secretary

BCH HOLDINGS, LLC, a California limited liability company

By:_____

Name:_____

Its:_____

COSTCO WHOLESALE CORPORATION, a Washington corporation

By: Signed by: Dave Messner 71857FBB3B844C2...

Name: Dave Messner

Its: SVP real estate

6/18/2026

Docusign Envelope ID: 68A7576D-8EBF-841A-80C3-C35C38237512

IN WITNESS WHEREOF the Parties have caused this Master Development Funding Agreement to be executed by their duly appointed representatives as of the Effective Date.

THE CITY OF DOWNEY, a California charter city and municipal corporation

By:_____

Name:_____

Its:_____

ANDREWS RANCHO DEL NORTE, a California corporation

By:_____

Name:_____

Its:_____

ANDREWS RANCHO DEL SUR, a California corporation

By:_____

Name:_____

Its:_____

BCH HOLDINGS, LLC, a California limited liability company

By: DocuSigned by: 2BAC78C65C754BC...

Name: Tim Hutcherson

Its: President

COSTCO WHOLESALE CORPORATION, a Washington corporation

By:_____

Name:_____

Its:_____

Docusign Envelope ID: BE13F1DE-03CA-888C-8008-1223360A0F47

EXHIBIT A

Item No. 15.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JAMES MCQUEEN, DIRECTOR OF HUMAN RESOURCES**
DATE:	**JUNE 23, 2026**
SUBJECT:	**ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY POLICE MANAGEMENT ASSOCIATION**

EXECUTIVE SUMMARY

The City Council will consider approving a Memorandum of Understanding (MOU) between the City of Downey and the Downey Police Management Association (DPMA) as a successor to the current agreement, which is set to expire on June 30, 2026.

RECOMMENDATION

That the City Council:

> Adopt Resolution No. 26-8365, approving the Memorandum of Understanding between the City of Downey and the Downey Police Management Association (DPMA) (July 1, 2026 – June 30, 2030).

BACKGROUND

At its meeting on May 12, 2026, the City Council authorized James McQueen, Director of Human Resources, as the City's representative to begin labor negotiations with the Downey Police Management Association (DPMA) for a successor Memorandum of Understanding (MOU). The MOU is set to expire on June 30, 2026. After a series of discussions with the association, the process was concluded on May 27, 2026.

ANALYSIS

An agreement has been reached between the City and the DPMA on a successor Memorandum of Understanding (MOU) for the term of July 1, 2026, to June 30, 2030. DPMA represents the sworn positions of Police Captain and Police Lieutenant. The MOU includes the following provisions with economic impact:

- A 5.25% across the board pay increase effective July 1, 2026; 5% across the board pay increase effective July 1, 2027; 5% across the board pay increase effective July 1, 2028; and a 5% across the board pay increase effective July 1, 2029.
- The addition of a three-hour minimum overtime requirement for off-duty Lieutenants required to attend in-person meetings.
- The addition of emergency response overtime for Police Captains required to respond to significant emergency incidents outside of the normal work schedule.
- 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.
- Updates to sick leave language to comply with newly enacted legal requirements.

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 MOU is a product of a labor negotiation process involving the DPMA 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

Approval of the recommended action will result in increased personnel costs in the approximate amounts of $190,670 in Contract Year 1, $199,889 in Contract Year 2, $209,568 in Contract Year 3, and $219,732 in Contract Year 4.

Attachments

Attachment A: Resolution No. 26- 8365 -DPMA MOU.pdf

Attachment B: DPMA.MOU.2026-2030 Final.pdf

RESOLUTION NO. 26-8365

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY POLICE MANAGEMENT ASSOCIATION (JULY 1, 2026 – JUNE 30, 2030)

WHEREAS, the City of Downey, hereinafter referred to as "City," and the City of Downey Police Management Association, hereinafter referred to as "DPMA," 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 DPMA have reached an agreement as memorialized in a written Memorandum of Understanding covering the period of July 1, 2026 through June 30, 2030.

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 DPMA, 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 23rd day of June, 2026.

CLAUDIA M. 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 23rd day of June, 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

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF DOWNEY

AND

THE DOWNEY POLICE MANAGEMENT ASSOCIATION

July 1, 2026 – June 30, 2030

Table of Contents

ARTICLE I 1
RECOGNITION 1
ARTICLE II 1
NON-DISCRIMINATION 1
ARTICLE III 1
BASIC COMPENSATION PLAN 1
Section 1. Salary Increases. 1
Section 2. Salary Ranges. 2
Section 3. Eligibility for Merit Salary Advancement 2
Section 4. Longevity. 3
Section 5. Education Incentive Pay 4
Section 6. Calculating the Value of Special Compensation (Spec Comp). 4
Section 7. Court Time/Call in Pay. 5
Section 8. Mandatory Off Duty in Person Meeting Attendance. 5
Section 9. Uniforms, Maintenance Allowance and Reporting to CalPERS. 6
Section 10. Standby Compensation - Weekend. 6
Section 11. Bilingual Pay. 6
Section 12. Acting Captain Pay. 7
Section 13. Range Qualification Pay. 7
ARTICLE IV 7
WORK WEEK 7
Section 1. Regular Work Week. 7
Section 2. Regular Work Week Schedule. 7
Section 3. Changes in Regular Work Week Schedule. 8
Section 4. Field Operations Work Schedule and 7(k) Exemption 8
ARTICLE V 8
OVERTIME (COMPENSATORY TIME) 8
Section 1. Compensation for Overtime. 8
Section 2. Overtime Policy.. 8
Section 3. Police Captain Emergency Response Overtime 8
ARTICLE VI 9
HOLIDAYS 9
ARTICLE VII 10
VACATION 10
Section 1. Accruals. 10
Section 2. Accrual Limits. 10
Section 3. Accrual Calculation 10
Section 4. Accrual upon Separation from Employment.. 11
ARTICLE VIII 11
LEAVES OF ABSENCE 11
Section 1. Leaves of Absence Without Pay. 11
Section 2. Notice of Return to Work. 11
Section 3. Outside Employment While on Leave. 11
Section 4. Sick Leave. 11
Section 5. Bereavement Leave 13
Section 6. Workers' Compensation Injury on Duty. 13
Section 7. Employee Disability Leave. 13
Section 8. Military Leave. 14

Section 9. Jury Duty. 14
Section 10. Executive Leave. 15
Section 11. Physical Fitness Leave. 15
Section 12. Reproductive Loss Leave 15
Section 13. Domestic Violence/Sex Assault/Stalking Victim Leave. 15
ARTICLE IX 16
FRINGE BENEFIT ADMINISTRATION 16
Section 1. Administration. 16
Section 2. Selection and Funding. 16
Section 3. Changes. 16
ARTICLE X 16
MEDICAL, DENTAL AND LIFE INSURANCE 16
Section 1. Medical Insurance. 16
Section 2. Employee Waiver of Medical Coverage. 17
Section 3. Dental Insurance. 17
Section 4. Life Insurance. 18
Section 5. Long-Term Disability Insurance. 18
ARTICLE XI 18
RETIREMENT 18
Section 1. California Public Employees' Retirement System Coverage. 18
Section 2. Retirement Formulas and Contributions. 18
Section 3. City Contribution to Retiree Retirement Health Savings (RHS) Plan. 20
ARTICLE XII 21
TUITION REIMBURSEMENT 21
ARTICLE XIII 22
PROBATIONARY PERIOD 22
Section 1. Length of Probation/Extensions. 22
Section 2. Process for Retention/Termination. 22
Section 3. First of the Month. 22
ARTICLE XIV 22
SENIORITY 22
Section 1. Definition. 22
Section 2. Probationary Employees Excluded. 22
Section 3. Layoff and Recall 22
Section 4. Bumping Rights. 22
ARTICLE XV 23
CITY RIGHTS 23
Section 1. Management Rights. 23
Section 2. Impact of Management Rights. 24
Section 3. Health and Safety. 24
ARTICLE XVI 24
EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES 24
Section 1. Dues Deductions. 24
Section 2. Indemnification. 24
ARTICLE XVII 24
NO STRIKE - NO LOCKOUT PROHIBITED CONDUCT 24
Section 1. No Job Action. 24
Section 2. No Lockout. 24
Section 3. Consequence for Prohibited Conduct. 24
Section 4. Suspension of Employee Organization Rights. 24
Section 5. Association Responsibility. 25
Section 6. Hold Harmless. 25

ARTICLE XVIII 25
GRIEVANCE PROCEDURE 25
Section 1. Grievance. 25
Section 2. Conduct of the Grievance Procedure 25
Section 3. Grievance Procedure Steps 25
ARTICLE XIX 27
APPEAL PROCEDURE (Minor Discipline) 27
ARTICLE XX 29
APPEAL PROCEDURE (Major Discipline) 29
ARTICLE XXI 31
MISCELLANEOUS 31
Section 1. Third Party Legal Actions. 31
Section 2. Substance Abuse Policy. 31
Section 3. Industrial Disability Retirement Procedures. 33
Section 4. No Tobacco Policy. 33
ARTICLE XXII 33
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING 33
ARTICLE XXIII 33
WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT 33
ARTICLE XXIV 34
REOPENER 34
ARTICLE XXV 34
EMERGENCY WAIVER PROVISION 34
ARTICLE XXVI 34
SEPARABILITY 34
ARTICLE XXVII 34
TERM OF MEMORANDUM OF UNDERSTANDING 34
ARTICLE XXVIII 35
RATIFICATION AND EXECUTION 35
EXHIBIT A 36
CLASSIFICATIONS REPRESENTED BY THE DOWNEY POLICE MANAGEMENT ASSOCIATION 36
PAY SCHEDULE 36

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DOWNEY AND
THE DOWNEY POLICE MANAGEMENT ASSOCIATION

ARTICLE I

RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey Police Management Association (hereinafter called the "Association") as the majority representative of sworn personnel members of the Downey Police Management Association including all employees in classifications listed on Exhibit A, excluding all other personnel of the Police Department. The City has recognized the Downey Police Management 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 hereby 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 Ordinance and Government Code Sections 3500 to 3511.

Section 2. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provisions of this Agreement 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 Agreement in compliance with State or Federal anti-discrimination laws.

Section 3. The City and Association agree to comply with applicable State and Federal laws and regulations regarding employment of the disabled.

ARTICLE III

BASIC COMPENSATION PLAN

Section 1. Salary Increases.

A. All employees covered by this Memorandum of Understanding shall receive the following salary increases as referenced in Exhibit A:

1. Effective the start of the pay period that includes July 1, 2026, a five and one-quarter percent (5.25%) across the board pay range increase.

2. Effective the start of the pay period that includes July 1, 2027, a five percent (5%) across the board pay range increase .

3. Effective the start of the pay period that includes July 1, 2028, a five percent (5%) across the board pay range increase.

4. Effective the start of the pay period that includes July 1, 2029, a five percent (5%) across the board pay range increase.

Section 2. Salary Ranges.

Salary ranges shall be established to reflect the relative value of classifications covered by this Memorandum of Understanding. The salary ranges will have a spread of approximately twenty-two percent (22%) from the minimum to maximum figures with no set steps in between.

A. Description of Schedules. The Pay Plan consists of a set of monthly salary schedules. Each schedule is designated by a schedule number, as approved by Council resolution.

B. Hourly Equivalent Calculation. For payroll purposes, the hourly equivalent of a rate which includes all forms of pay shall be computed by dividing twelve (12) times the monthly rate by fifty-two (52) times the number of working hours per week (forty (40)).

Section 3. Eligibility for Merit Salary Advancement.

A. Progression within the Salary Range. The minimum salary in the range would be appropriate for a new employee who minimally satisfied job requirements. The top of the range is reserved for employees who perform at the highest level of proficiency expected.

Employees, both upon appointment and during the course of their employment, may receive any salary amount not to exceed the maximum of their range. Generally, a new employee is not considered for a merit increase before twelve (12) months of employment. Thereafter, employees will be reviewed for merit salary increases annually in conjunction with the employee's anniversary date. However, employees will not be considered for merit increases after reaching the end of the respective salary range. Employees may be granted merit salary adjustments more frequently than every twelve (12) months with prior City Manager approval.

The sole consideration in the granting of merit increases shall be job performance as indicated in a detailed corresponding Management Performance Evaluation Report. The following shall apply in the granting of such merit salary increases.

1. Merit salary adjustments for Captains and Lieutenants shall be made upon recommendation and approval of the Chief of Police.

2. Merit adjustments must be approved by the City Manager. The Chief of Police will provide their evaluation and proposed merit adjustment to the City Manager prior to giving it to the employee.

3. The amount of merit salary adjustment shall be directly related to the employee's progress in satisfying performance expectations. Generally, employees rated as having satisfactory performance will receive a minimum increase of five and one-half percent (5.5%). Adjustments up to ten percent (10%) within the salary range are permitted. Also, while salary adjustments will normally involve increases, reductions may be made in instances of unsatisfactory performance.

4. After an employee reaches the top of the salary range, the level of proficiency appropriate to that salary rate must be maintained or the employee's salary may drop below the maximum. This may occur through a direct salary reduction or the employee may not be granted increases which may be possible due to adjustments in the range.

5. Salary ranges for Police Captain and Police Lieutenant shall be adjusted at such time as the City grants cost-of-living adjustments to the rank-and-file employees unless the City Council directs to the contrary. The amount of such cost-of-living adjustments granted to the management classifications will be no less than that granted to the Police Officers' Association. In such instances where salary ranges are increased for cost-of-living purposes, the individual employee salaries will be increased in proportion to the amount of the range adjustment, provided that for reasons of unsatisfactory performance an individual employee may be denied such an adjustment. All salary range adjustments shall require the adoption of a resolution by the City Council.

Section 4. Longevity.

A. Eligibility for Longevity Pay. As early as at least July 1, 2011, Police Lieutenants who have completed five (5), ten (10), and twenty (20) years of service with the City of Downey have and shall continue to receive longevity pay adjustments as follows:

Effective December 23, 2002, years of service served as a POST certified Peace Officer in another agency shall apply toward longevity eligibility as though earned in Downey.

Years of Service	Compensation Adjustment
5 years	2.75%
10 years	5.5%
20 years	8.4020%

Effective the pay period that includes September 10, 2019:

Years of Service	Compensation Adjustment
5 years	2.75%
10 years	5.5%
20 years	8.4020%
25 years	11.402%

B. Police Captains. Effective the pay period that includes September 10, 2019, Police Captains with twenty-five (25) years of service shall be eligible to receive a longevity pay adjustment of three percent (3%).

C. Twenty-five (25) year longevity pay shall be excluded from the compounding method of calculation outlined in article III, Section 6. Calculating the Value of Special Compensation (Spec Comp.).

Section 5. Education Incentive Pay.

Employees covered by this Agreement shall receive additional compensation at the following rates upon attainment of the applicable educational level.

A. Associate's degree and/or an Intermediate Peace Officers Standards and Training (POST) Certificate - seven and one-half percent (7.5%).

B. Bachelor's degree or Advanced POST Certificate - eleven percent (11.0%).

C. Degrees stated above may be substituted by equivalent college units at a rate of sixty (60) semester units for an Associate's degree or ninety (90) quarter units, and one hundred twenty (120) semester units for a Bachelor's degree or one hundred eighty (180) quarter units. Equivalent Bachelor's degree units must have a minimum of forty (40) upper division semester units or sixty (60) quarter units.

D. Employees covered by this Agreement shall receive one and two-hundredth percent (1.02%) additional compensation if the employee has been awarded the POST Police Management Certificate.

Section 6. Calculating the Value of Special Compensation (Spec Comp).

Beginning or earlier than July 1, 2011, the value of the following special compensation items are calculated using a compounding method that calculates them in the following order: (1) Longevity Pay; (2) Education Incentive Pay; (3) POST Management Certificate 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.

An example of the calculation method for a Police Lieutenant who works eighty (80) hours in a two week pay period is as follows:

Employee Base Hourly Rate $66.1972	Reportable Earnings @ 80 hrs.	$5,295.78
1. Longevity Pay (8.4020%)	Spec. Comp. Earnings	$444.95
2. AA Education Incentive (7.5%)	Spec. Comp. Earnings	$430.55
3. POST Mgmt. Certificate (1.02%)	Spec. Comp. Earnings	$62.95

Section 7. Court Time/Call in Pay.

A. Court time is time required to be spent by Police Lieutenants in response to a subpoena, a coroner's inquest, a hearing or trial on a civil action on behalf of the City, 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 apply to subpoenas issued for taking of depositions. Employees who are off duty on sick leave benefits, as described in Article VIII, Section 4, of this Agreement, or Workers' Compensation as described in Article VIII, Section 6, or when testifying at any grievance, City Council or other hearing on behalf of themselves, another employee or the Association, shall not accrue additional time or compensation as court time.

B. Compensation for Court Time. Any off duty Police Lieutenant shall be compensated at the rate of time and one-half (1.5) as follows:

1. Criminal Witness: They shall be paid at the applicable hourly rate or with the approval of the Chief of Police may in lieu of pay accumulate any portion of their court time and take an equivalent leave of absence. The accumulation of court time to be used as leave of absence shall be limited to the number of hours earned that have not otherwise been compensated at the employee's applicable hourly rate of pay.

2. Civil Witness (in line of duty): Any such officer shall receive their regular salary (and expenses, if any) for time at court and to and from court while testifying in any civil case on behalf of the City.

3. Payments: Payments under this Section shall be on the regular payday following such court appearance. The Chief of Police shall make a report to the Director of Finance prior to each pay date, listing the employees earning benefits under this Section. Such report shall indicate the court time each employee earned in the previous pay period and whether they have elected to receive equivalent time as leave of absence pay when appearing as a witness.

4. Standby Compensation: Minimum standby time for court assignments shall be compensated at the rate of time and one-half (1.5) as follows:

    a. Two (2) hours pay for the morning standby.
    b. Two (2) hours pay for the afternoon standby.

If the employee is called into court, or called in for duty, they shall be paid three (3) hours or the actual number of hours in court or worked, whichever is greater.

Section 8. Mandatory Off Duty in Person Meeting Attendance. Off-duty Lieutenants required to attend in-person Department meetings shall be compensated for the actual time required for meeting attendance, or a minimum of three hours, whichever is greater, at one and one-half times the employee's regular rate. The three-hour minimum shall not apply to employees called in early or required to stay late after a scheduled shift, provided an employee called in early shall receive overtime compensation from the start of the meeting until the start of their scheduled shift and an employee required to stay late shall be paid overtime from the end of their scheduled shift until the end of the meeting.

Section 9. Uniforms, Maintenance Allowance and Reporting to CalPERS.

A. The City provides uniforms for employees represented by the Association. The City will continue to replace and maintain uniforms worn in the line of duty. Required uniforms of Police Management personnel which become worn may, at the discretion of the Chief of Police, be surveyed and replaced as necessary. The Chief of Police shall permit maximum discretion of the employees in the selection of items of the uniform provided, however, that the officer shall meet uniform standards within ten (10) working days after notice. Uniforms shall be maintained in accordance with Section 5.0 of the Manual of the Downey Police Department.

B. 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. Effective the start of the pay period that includes July 1, 2011, the amount reportable for the purchase and/or rental, and maintenance of uniforms is $534.87 per employee. This amount is based on the average annual cost paid for by the City for sworn police employees over the previous three fiscal years (FY 2014-15, FY 2015-16, and FY 2016-17). The annual amount shall be reported at the rate of $20.57 per bi-weekly pay period.

C. Employees covered by this Memorandum of Understanding receive a uniform allowance payable at a rate of six dollars and seventy-three cents ($6.73) per bi-weekly pay period for an annual total of one hundred seventy-five dollars ($175.00) per year. The bi-weekly payment and reporting of uniform allowance is necessary for compliance with CalPERS regulations.

D. In accordance with the Public Employees' Pension Reform Act (PEPRA), an employee hired on or after January 1, 2013 and classified as a "new member" within PEPRA is not eligible to have uniform allowance reported to CalPERS as special compensation.

Section 10. Standby Compensation - Weekend.

A. Duty Chief Compensation - Police Captains. A Police Captain designated by the Chief of Police to be a weekend duty chief or to be on standby from 5:00 p.m. on Friday to 8:00 a.m. on Monday, shall be compensated for standby time by receiving fifteen (15) hours compensatory time. Any Police Captain who is designated to be the Duty Supervisor or to be on standby during a holiday (defined as the time period starting with the end of the shift prior to the holiday to the beginning of the shift following the holiday), shall be compensated by receiving five (5) hours compensatory time. Police Captains may request to have accrued compensation time cashed out.

B. Duty Supervisor - Police Lieutenants. A Police Lieutenant who is designated by management to be the Duty Supervisor or to be on standby from 5:00 p.m. on Friday to 8:00 a.m. on Monday shall be compensated for standby time at fifteen (15) hours compensatory time. Any Police Lieutenant who is designated to be the Duty Supervisor or to be on standby during a holiday (defined as the time period starting with the end of the shift prior to the holiday to the beginning of the shift following the holiday, shall be compensated by receiving five (5) hours compensatory time. The Duty Supervisor designated by management to be on standby shall be required to carry a phone and answer all calls from the department in a timely manner.

Section 11. Bilingual Pay. Effective the first pay period following adoption of this Memorandum of Understanding, employees required to speak or translate Spanish 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 Chief of Police 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 the Human Resources Department.

Section 12. Acting Captain Pay. A Police Lieutenant is eligible to receive five and one-half percent (5.5%) additional compensation when assigned to serve in an acting capacity as a Police Captain. The department shall not fill a vacant Captain position with an Acting Captain for more than thirty (30) calendar days. Serving in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification.

Section 13. Range Qualification Pay.

All sworn personnel are encouraged to attend a variety of ranges throughout the year. Unit personnel who attend a handgun qualification while off duty shall be compensated for no more than one (1) handgun qualification per calendar month, unless specifically ordered to attend an additional qualification(s) by a supervisor.

Unit personnel required to qualify with the AR-15 who attend a qualification while off duty, shall be compensated for no more than one (1) AR-15 qualification per quarter of the calendar year, unless specifically ordered to attend an additional qualification(s) by a supervisor.

Unit personnel who attend range qualifications in accordance with the guidelines listed above shall be paid the greater of: One and one-half (1.5) hours at time and one-half (1.5) per qualification or the actual number of hours required to qualify paid at time and one-half (1.5).

ARTICLE IV

WORK WEEK

Section 1. Regular Work Week. The regular work week for employees covered by this Agreement shall be forty (40) hours per week in a seven (7) day work period, Monday through Sunday.

Section 2. Regular Work Week Schedule. In order to provide for the public safety and efficiency of operation, the Chief of Police shall have the authority to allocate resources and establish work schedules of employees in work periods of five (5) or four (4) days. For sworn personnel, the regular work week shall consist of four (4) ten-hour work days with lunch included. If, in the opinion of the Chief of Police, restructuring of the regular work day or work week becomes necessary for the purpose of promoting efficiency, nothing herein shall be construed as preventing the Chief of Police from restructuring the regular work day or week of individual employees.

Section 3. Changes in Regular Work Week Schedule. If, in the opinion of the Chief of Police, it should become necessary to establish schedules departing from the regular work day or work week, the Chief of Police shall give written notice of such change as far in advance as is reasonably practical. If the change is other than on an individual basis, the City shall meet and confer with the Association regarding the impact of the decision prior to implementing a general change.

Section 4. Field Operations Work Schedule and 7(k) Exemption.

The parties have agreed to an 11 hour and 25 minute work schedule for uniformed police patrol Lieutenants under the following conditions:

A. This work schedule consists of employees working four (4) consecutive work days of eleven hours and twenty-five minutes in the first week and three (3) consecutive work days of eleven hours and twenty-five minutes in the second week. This schedule shall be inclusive of paid breaks and meal periods.

B. Employees who work in administration, the detective bureau, and other non-patrol assignments will continue to work their current 4/10 work schedule and the 11 hour and 25 minute work schedule will not apply to those positions.

C. The parties agree that the City has adopted the 14 day 7(k) partial overtime exemption in accordance with 29 U.S.C. section 207 (k) of the Fair Labor Standards Act (FLSA). The work period for all uniformed police patrol Lieutenants begins at 12:01 a.m. Monday and ends fourteen (14) days later at 12:00 a.m.

ARTICLE V

OVERTIME (COMPENSATORY TIME)

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 in excess of their scheduled shift. All paid leave shall be counted as hours worked. Employees may elect to accumulate up to four hundred eighty (480) hours of compensatory time off (CTO) in lieu of taking overtime pay. The City shall pay off all CTO hours in excess of three hundred (300) hours as of February 1st of each year.

Section 2. Overtime Policy. 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, overtime may be authorized by the Chief of Police or their designee.

Section 3. Police Captain Emergency Response Overtime Police Captains shall be paid at time and one-half (1.5) the regular rate of pay for response to significant emergency incidents such as OIS or other significant emergency incidents outside of their normally

assigned working hours as determined by the Chief of Police. Police Captains are excluded from all other forms of overtime compensation.

ARTICLE VI

HOLIDAYS

Section 1. Holidays. Employees covered by this Agreement shall receive twelve (12) holidays each year, which shall be compensated as follows:

PERSONNEL ON A 10-HOUR SHIFT

A. If an employee is required to work on a scheduled holiday, they will receive the ten (10) hours of holiday pay. In addition, the employee will receive fifteen (15) hours of compensation for having worked on the holiday. The fifteen (15) additional hours of holiday compensation may be taken in the form of compensatory time off.

B. If a scheduled holiday falls on the employee's regular day off, they will receive ten (10) hours of compensatory time off. No additional holiday compensation will be provided.

C. If an employee, having obtained prior authorization, takes a scheduled holiday off, they will receive ten (10) hours of holiday pay for the day off and no additional compensation.

PERSONNEL ON A 9-80 SCHEDULE

A. If an employee is required to work on a scheduled holiday that falls on a regularly scheduled work day, they will receive the nine (9) hours of holiday pay. In addition, the employee will receive thirteen and one-half (13.5) hours of compensation for having worked the holiday. The thirteen and one-half (13.5) additional hours of holiday compensation may be taken in the form of compensatory time off.

B. If a scheduled holiday falls on the employee's regular day off, they will receive nine (9) hours of compensatory time off. No additional holiday compensation will be provided.

C. If an employee, having obtained prior authorization, takes a scheduled holiday off, they will receive nine (9) hours of holiday pay for the day off and no additional compensation.

D. If the holiday falls on the scheduled eight-hour day, the eight (8) hour shift benefit described below shall apply.

PERSONNEL ON AN 8-HOUR SHIFT

A. If an employee is required to work on a scheduled holiday; they will receive the eight (8) hours of holiday pay. In addition, the employee will receive twelve (12) hours of compensation for having worked on the holiday. The twelve (12) additional hours may be taken in the form of compensatory time off.

B. If a scheduled holiday falls on an employee's regular day off, they will receive eight (8) hours of compensatory time off. No additional holiday compensation will be provided.

C. If an employee, having obtained prior authorization, takes a scheduled holiday off, they will receive eight (8) hours of holiday credit for the day off and no additional compensation.

Section 2. Holidays Provided. The twelve (12) holidays are as follows:

1. New Year's Day
2. Martin Luther King Birthday
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Day Before Christmas
11. Christmas Day
12. New Year's Eve

ARTICLE VII

VACATION

Section 1. Accruals. Police Management employees covered by this Agreement shall accrue vacation leave with pay on the following scheduled basis:

Years of Service	Hours Per Year
0 – 5	120
6 – 10	136
11 +	160

Section 2. Accrual Limits. Vacation shall be taken at the convenience of the City with the approval of the department head. Where possible, such vacation should be taken annually and not accumulated from year to year. All eligible employees, however, shall only be allowed to accumulate vacation up to an amount equal to two (2) times their annual accrual rate ("Maximum Accrual"). Once Maximum Accrual is reached, the employee shall not accrue additional vacation until the amount of accumulated vacation is reduced to a level below Maximum Accrual. If the employee is prohibited by the supervisor from taking the employee's vacation because of staffing shortages or operational need, the employee shall be paid for the period of vacation requested but denied (and consequently worked by the employee). Such vacation shall be approved by the Chief of Police or designee and paid at the employee's regular rate of pay in effect during the period of vacation requested.

Section 3. Accrual Calculation. Vacation shall be accrued on a pay period basis by dividing twenty six (26) into the number of hours per year to which the employee is eligible to receive based upon the employee's years of service with the City.

Section 4. Accrual upon Separation from Employment. When an employee who is entitled to receive vacation under this Article separates from City service, either by retirement, permanent layoff, or termination, the employee shall be paid for unused earned vacation at the hourly rate of pay in effect at the time of separation.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Leaves of Absence Without Pay. The City Manager and/or the City Council 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. 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 employee shall be reinstated in the position held at the time the 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 the leave shall be considered a voluntary resignation, provided that the employee may appeal this automatic termination through the grievance procedure as though it were a non-voluntary termination. Except as may be provided by law, no employment or fringe benefits such as, but not limited to, sick leave, vacation, health insurance, retirement or any other benefit shall accrue to any employee during leave of absence without pay.

Section 2. Notice of Return to Work. 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 While on Leave. An employee who engages in outside employment during said leave of absence without prior approval of the City Manager shall be subject to termination. Any employee who falsified a reason for the request for said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

Section 4. Sick Leave.

A. Sick Leave Accruals. Sick leave shall be accrued at the rate of 4.615 hours per bi-weekly pay period for a total of one hundred twenty (120) hours per year for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at their discretion, but rather shall be allowed only for the purposes specified below in Section B.

B. Use of Sick Leave. The first 5 working days or 50 hours, whichever is greater, 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.

Employees can use sick leave for themselves, or 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. In order to receive compensation while absent on sick leave, the employee shall notify a designated supervisor prior to or within half (1/2) 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 Police Chief stating the cause of the absence. When an employee has taken more than five (5) consecutive work shifts or hours equivalent, the Police Chief may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved by the Police Chief unless the absence for a statutorily protected leave.

D. 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.

E. 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 in 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.

F. At the written request of the appointing authority, the City Manager may require an employee to submit to an examination by the City's physician, and if the results of the examination indicate the employee is unable to perform their duties, or in the performance of their duties exposes others to infection, the employee shall be placed on sick leave without privilege of reinstatement until adequate medical evidence is submitted that the employee is competent to perform their duties or will not subject others to infection. Any employee so examined shall have the right 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 them.

G. Unused Sick Leave Deposited into City Retirement Health Savings Plan.

1. Upon retirement of an eligible employee, one hundred percent (100%) of the employee's unused accumulated sick up to the maximum amount of nineteen hundred (1,900) hours shall be deposited into the City Retirement Health Savings Plan to be used for eligible medical expenses.

H. Accrued sick leave shall be valued for the purpose of Section G above for employees hired on or after June 30, 1974, only on the following basis:

1. Sick leave earned on or after July 1, 1974, shall be calculated 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 of pay in effect at the time of taking sick leave. For covered employees hired prior to June 30, 1974; and/or retirees with twenty (20) years of City service, or retirees with a physical disability, or a psychological disability resulting from a direct consequence of a violent act, sick leave shall be converted at the prevailing rate.

I. Employees who have accrued three-hundred sixty (360) hours of sick leave may convert each two (2) hours of accumulated sick leave to one (1) additional hour of vacation, providing that not more than eighty (80) hours of additional vacation days may be so converted in any one (1) fiscal year. Employees who have made conversions during the past two (2) years may reverse the conversions made for those years provided that the employee has sufficient vacation hours.

J. Sick Leave Payoff upon Layoff. In the event of a permanent or indefinite layoff, an employee with ten (10) years of continuous service with the City shall be entitled to the benefit as specified in G above. If such employee resigns after receiving official notification of their impending layoff, they shall be eligible for the above benefit.

Section 5. Bereavement Leave

A. Any employee who has been employed by the City for 30 or more calendar days and who suffered a death of an "immediate family" member will be allowed bereavement leave not to exceed six (6) workdays per incident. The employee may use any available paid leave balance, including sick leave, to remain in a paid status during bereavement leave. Bereavement leave must be used within 3 months of the date of loss. "Immediate family" shall include and be limited to the employee's mother, father, brother, sister, spouse, child (including "step child"), grandchildren, grandparents and current parent-in-laws.

B. All such claims for bereavement leave are subject to verification by the Chief of Police or their designee.

Section 6. Workers' Compensation Injury on Duty. Employees covered by this Agreement shall be entitled to all rights provided under Section 4850 of the Labor Code.

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, comp time) due to 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 (Hours)

Years of Service	Total Hours
1 through 5	360
6 through 10	544
Over 10	720

B. Application for disability leave shall be made by the employee to the City Manager through the Chief of Police, accompanied by full 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 for sick-leave reduced by one-half (.5) of the time used for such employee disability leave at a minimum rate of one-half (.5) day of sick leave per month or may contribute vacation leave to accelerate the employee's reimbursement to the City for providing the benefits under this Article.

D. When the value of the advanced sick leave has been reimbursed 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 appointing power 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 release time for jury duty to employees covered by this Agreement. 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 duty service despite the absence of such pay from their employer, then the City's practice of providing paid leave 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. In the event that 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. In the event that 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. In the event that 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.

Section 10. Executive Leave. Police Captains and Police Lieutenants are eligible for three shifts of Executive Leave each calendar year. This leave may not be carried forward from one calendar year to another.

Section 11. Physical Fitness Leave. All employees are eligible to earn up to eighty (80) hours of Physical Fitness Leave per calendar year. Such hours are earned on a calendar quarterly basis and are credited in the quarter following the quarter in which it was earned. The earning of these hours is voluntary on the part of each employee.

Physical Fitness Leave hours are earned based on the following schedule: Ten (10) hours for fitness testing results achieved and rated as "Good" and twenty (20) hours for results rated as "Excellent." All fitness testing for purposes of this provision is conducted by a member(s) of the Downey Police Department Physical Fitness Committee.

Independent of regular fitness testing above, every employee has the opportunity to earn an additional ten (10) hours of Physical Fitness Leave provided the medical examination and other requirements of the program are met.

Earned physical fitness hours are intended to be used to cover authorized time off. Any unused Physical Fitness Leave balance shall be paid out in February in the following calendar year. If an employee has a Physical Fitness leave bank of one hundred (100) hours, the employee is ineligible to accrue any additional time.

Physical fitness testing standards and procedures shall be established by the Police Department.

Section 12. Reproductive Loss Leave. Employees may take up to 5 days of leave if they suffer a reproductive loss, including a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction, as defined by law. The employee is permitted, but not required, to use any form of paid leave accrual, including sick leave, to cover their absence.

Section 13. Domestic Violence/Sex Assault/Stalking Victim Leave. Employee is permitted, but not required, to use any form of paid leave accrual, including sick leave, when the employee is, or 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.

ARTICLE IX

FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that exist during the term of this Memorandum of Understanding except dental insurance.

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 Agreement.

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 meet with and discuss the matter prior to any change of insurance carrier or method of funding the coverage.

ARTICLE X

MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. Medical Insurance.

A. Effective the start of the pay period that includes July 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 23, 2016. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the highest premium rates for a Preferred Provider Option (PPO) medical plan offered by CalPERS.

1. Effective the start of the pay period that includes January 1, 2028, and beyond, the City agrees to pay one hundred percent (100%) of the premium for medical insurance for employees hired by the City prior to February 23, 2016. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the premium rate for the Peace Officers Research Association of California (PORAC 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.

B. Through the term of this Memorandum of Understanding that begins July 1, 2026, the City agrees to pay 100% of the premium for medical insurance for employees hired on or after February 23, 2016. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the premium rates for the Kaiser 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 for their respective eligible level of coverage.

C. The stated amounts of City paid medical premiums are inclusive of the CalPERS statutory minimum employer contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA).

Section 2. Employee Waiver of Medical Coverage. The City agrees to permit an employee to waive 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 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 COBRA provisions.

Effective the first pay cycle in January, 2018 in which medical opt out allowance 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.

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 1st.

Section 3. Dental Insurance.

A. HMO Dental Plan. The City shall continue its contribution of thirty-one dollars and ninety-five cents ($31.95) per month towards an HMO 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 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 4. Life Insurance. Police Captains and Police Lieutenants shall be provided with group term life insurance in the amount of $100,000.00.

Section 5. Long-Term Disability Insurance. Police Captains and Police Lieutenants shall be provided with group Long-Term Disability insurance coverage.

ARTICLE XI

RETIREMENT

Section 1. California Public Employees' Retirement System (CalPERS) Coverage. Employees covered by this Agreement 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 Formulas and Contributions.

A. FIRST TIER

1. Employees hired in a safety classification prior to October 10, 2012 shall be provided the 3% at 50 retirement formula as set forth in California Government Code Section 21362.2.

   a. In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employees' statutorily required member contribution of nine percent (9%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.

   b. Effective the pay period that includes July 1, 2025, employees in the first tier shall have deducted a total of nine percent (9%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).

c. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

c. First tier benefits are available only to “classic” members (i.e., those members that do not meet the statutory definition of “new member” under the California Public Employees’ Pension Reform Act (“PEPRA”), specifically Government Code section 7522.04(f) and who were hired prior to October 10, 2012).

B. SECOND TIER

1. Employees hired into a safety classification on or after October 10, 2012, but before January 1, 2013, shall receive the 3% at 55 retirement formula pursuant to California Government Code Section 21363.1.

    a. Employees covered hereunder shall pay, on a pre-tax basis, the nine percent (9%) statutorily required member contribution to CalPERS.

    b. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

    d. Second tier benefits are available only to “classic” members (i.e., those members that do not meet the statutory definition of “new member” under the California Public Employees’ Pension Reform Act (“PEPRA”), specifically Government Code section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013.

C. THIRD TIER (“PEPRA” TIER)

1. Employees who meet the definition of “new member" set forth in Government Code section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to the following:

    a. Retirement formula of 2.7% @ 57 (Government Code section 7522.25);

    b. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS (employee contribution is twelve and one-fourth percent (12%) for FY 2023-2024);

    c. There shall be no Employer Paid Member Contribution (EPMC) by the City;

    d. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code section 7522.34; and

    e. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

Section 3. City Contribution to Retiree 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. This contribution is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in Cal. 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 Section A 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 Section 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. Employee retires within 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 California Public Employees' Retirement System.

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 a 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 Section 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 and otherwise forfeits the City's RHS contribution amount permanently.

E. In addition to the conditions specified above, the City's deposit to a retiree's RHS account shall cease upon 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 XII

TUITION REIMBURSEMENT

Section 1. Reimbursement Rates. With prior approval of the City Manager or designee, 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 amounts.

ARTICLE XIII

PROBATIONARY PERIOD

Section 1. Length of Probation/Extensions. 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 for up to an additional three (3) months. The promotional appointment will be tentative and subject to a probationary period of not less than twelve (12) months. Should the appointing authority desire to terminate any probationary employee, the appointing authority shall notify such employee not later than two (2) weeks prior to the end of the probationary period.

Section 2. Process for Retention/Termination. If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Personnel Officer 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. In the case of an original appointment, if such a statement is not filed, the employee will be deemed to be unsatisfactory and their employment terminated at the expiration of the probationary period. In the case of a promotional appointment, the employee shall be reinstated to the position from which they were promoted.

Section 3. First of the Month. All probationary periods shall extend to the first day of the month following the period of probation.

ARTICLE XIV

SENIORITY

Section 1. Definition. 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 the Article.

Section 2. Probationary Employees Excluded. 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. Layoff and Recall. Seniority shall apply between employees in a rank for purposes of layoff and recall.

Section 4. Bumping Rights. An employee who is subject to layoff pursuant to this Section may exercise their seniority in the next lower rank within the Police 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 XV

CITY RIGHTS

Section 1. Management Rights. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The rights of management, as they are not abridged by this Agreement 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 or change the nature, manner, means, and technology, types of equipment and extent of services to be provided to the public.

D. To determine or change methods of financing.

E. To determine and/or change the facilities and size of the work force by which the City operations are to be conducted.

F. 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.

G. Establish and/or change work schedules and/or work assignments in accordance with this Agreement and existing departmental rules, regulations and procedures.

H. To relieve employees from duties for lack of work or lack of funds.

I. To establish and modify productivity and performance programs and standards and to require compliance therewith.

J. To discharge, suspend, demote or otherwise discipline permanent non-probationary employees for proper cause.

K. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.

L. To determine policies, procedures and standards for selection, training and promotion of employees.

M. To maintain order and efficiency in its facilities and operation.

N. 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 Agreement.

O. To take any and all necessary actions to carry out the mission of the Agency in emergencies.

Section 2. Impact of Management Rights. 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 with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is specifically provided for in this Memorandum of Understanding or in Personnel or Departmental Rules and Regulations and/or salary resolutions of the City which are incorporated by this reference in this Agreement.

Section 3. Health and Safety. The City shall not exercise any of the foregoing rights in an arbitrary, capricious or invidiously discriminatory manner as to injure the health and/or safety of the employees.

ARTICLE XVI

EMPLOYEE ORGANIZATION 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 deduction 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 XVII

NO STRIKE - NO LOCKOUT PROHIBITED CONDUCT

Section 1. No Job Action. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement 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. No Lockout. The City agrees that it shall not lockout its employees during the term of this Agreement. 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 Agreement or applicable ordinance or law.

Section 3. Consequence for Prohibited Conduct. Any employee who participates in any conduct prohibited in Section I above shall be subject to termination by the City.

Section 4. Suspension of Employee Organization Rights. 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 Association Responsibility, Section 5, the City may

suspend any and all of the rights and privileges, accorded to the Association under the Employee Relations Resolution in this Memorandum of Understanding including, but not limited to, suspension of recognition of the Association, grievance procedure, right of access, check-off, the use of the City's bulletin boards and facilities.

Section 5. Association Responsibility. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in No Job Action, 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 Section l above and return to work.

Section 6. Hold Harmless. If the Association performs all of the responsibilities set forth in Association Responsibility, Section 5 above, its officers, agents, representatives or members shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section l above.

ARTICLE XVIII

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. Employees may not file grievances for any decision for which another appeal procedure is available, including but not limited to, the appeal procedures under Article XIX or Article XX.

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 themselves.

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:

Step One. Informal Procedure. An employee must first attempt to resolve a grievance without delay through discussion with a 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 Chief of Police if necessary. 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 Chief of Police. 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 use 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 Chief of Police 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 Chief of Police shall review the written material submitted by the employee and may 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 Chief of Police. The Chief of Police shall render a decision and comments in writing that shall be given to the employee within ten (10) calendar days of the meeting between the employee and the Chief of Police.

Step Three. **Employee Relations/Human Resources Director.** If the grievance is not resolved in Step Two, the employee may within ten (10) calendar days present the grievance in writing to the Employee Relations/Human Resources Director for processing. Failure of the employee to take this action will constitute termination of the grievance. In the event the employee is not being represented by a recognized employee organization, the Employee Relations/Human Resources Director shall forward the grievance to the designated management representative who shall attempt to resolve the grievance with the employee. 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 adjusted or 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 management representatives, 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 XIX

APPEAL PROCEDURE (Minor Discipline)

The following administrative appeal process is established pursuant to Government Code § 3304.5. This procedure shall apply to officers who receive punitive action other than disciplinary transfer, step reduction, suspension, demotion and dismissal.

A. Right to Administrative Appeal under this Procedure

1. Any public safety officer (as that term is defined by Government Code § 3301) who is subjected to punitive action (within the meaning of Government Code § 3303) other than dismissal, demotion, step reduction, suspension or disciplinary transfer or who is subjected to an action which may lead to punitive action, shall be entitled to receive an administrative appeal under this procedure. The officer shall not be entitled to appeal the action prior to its imposition, i.e., an officer shall not be entitled to receive a hearing akin to a Skelly hearing or other pre-disciplinary appeal hearing prior to imposition of the punitive action.

2. Officers subjected to dismissal, demotion, step reduction, suspension or disciplinary transfer shall continue to be entitled to an appeal in accordance with the disciplinary appeal procedures set forth in this Agreement.

B. Notice of Appeal

1. Within five (5) calendar days of receipt by an officer of notification of punitive action as set forth above, the officer shall notify the Human Resources Director in writing of the officer's intent to appeal the punitive action.

2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. Hearing Officer

1. The City Manager shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself as the hearing officer or appoint a neutral hearing officer who is not embroiled in the controversy, i.e., a person who did not initiate or authorize the action in question.

2. The hearing officer appointed by the City Manager shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and

issuing an advisory decision to the City Manager. The City Manager may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the City Manager's decision shall be final and binding.

D. Burden of Proof/Persuasion

For administrative appeals arising under this section, the City shall bear the burden of proving by a preponderance of the evidence the facts which form the basis for the charge or challenged personnel action and the burden of persuasion that the punitive action was reasonable under the circumstances. For example, if an officer received a written reprimand for unauthorized absence from work, then the City would bear the burden of proving that the officer was absent from work without authorization and that a written reprimand was reasonable under the circumstances.

E. Conduct of Hearing

1. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.
2. The parties may present opening statements.

3. The parties may present evidence through documents and testimony.

    a. Witnesses shall testify under oath.

    b. The hearing officer shall issue subpoenas for documents or testimony upon reasonable request of the parties.

4. The presentation of witness testimony shall not exceed one hour from each side and an additional fifteen (15) minutes shall be given to each for rebuttal. The Department shall be heard first. The length of witness testimony shall remain subject to the hearing officer's discretion.

5. Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.

F. Recording of the Hearing

If the punitive action involves an allegation of misconduct, then the hearing shall be steno graphically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

G. Representation

The officer may be represented by an association representative or attorney of their choice at all stages of the proceedings. All costs associated with such representation shall be borne by the officer. The City shall also be entitled to representation at all stages of the proceedings.

H. Decision

1. If a hearing officer is appointed by the City Manager, the hearing officer shall issue their advisory decision in writing within sixty (60) calendar days of the submission of the case by the parties for decision. The written decision shall set forth proposed findings of fact and a proposed decision.

2. Within ten (10) calendar days of receipt of the advisory decision, the City Manager shall serve the parties with written notice of their decision adopting, modifying, or rejecting the hearing officer's recommendations and decision. If the City Manager modifies, or rejects the hearing officer's decision, then they shall review the entire record prior to making a decision.

3. If the City Manager hears the appeal, they will issue their decision within sixty (60) calendar days of the submission of the case by the parties for decision. The written decision shall set forth their findings of fact and final decision.

4. The decision shall be served by first class mail, postage pre-paid, upon the officer as well as their attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the police personnel that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

ARTICLE XX

APPEAL PROCEDURE (Major Discipline)

A. If the grievant is not satisfied with the decision at Step Three, or if an employee or the Association wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Association for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Step Three, the Association shall inform the City, in writing, of its request to have an administrative hearing. The Association and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by the Association and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking names shall be determined by lot.

B. The Hearing Officer shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to them. If the parties cannot agree upon the issues, the Hearing Officer shall determine the issues.

C. The Hearing Officer shall hold a hearing. The Hearing Officer's decision shall be advisory to the City Manager.

D. The City and the Association agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall they impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

E. After a hearing and after both parties have had an opportunity to make written arguments, the Hearing Officer shall submit to all parties a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any. The Hearing Officer shall exercise their independent judgment in evaluating the evidence presented in the administrative hearing to determine whether the weight of the evidence supports the agency's decision. The disciplinary action can be disturbed only if it constitutes an abuse of discretion.

F. The City shall bear any fees and expenses assessed by the Hearing Officer for purposes of this article. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.

G. Where the disciplinary appeal concerns a thirty-six (36) hour suspension or lesser disciplinary action which results in a loss of pay, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and anyone (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee's, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to a disciplinary appeal under this article shall be limited to a maximum of seven (7) hours of presentation time during conduct of any proceeding before a hearing officer.

The time limitations outlined in this section shall not apply to disciplinary appeals concerning suspensions exceeding 36 hours in length, or greater disciplinary action which results in a loss of pay.

"Presentation Time" triggering the seven (7) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct, cross, and/or redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site).

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. The hearing officer has discretion to extend said limitation.

H. Within thirty (30) calendar days of receipt of the Hearing Officer's decision, the City Manager shall issue a final written decision adopting, modifying, or rejecting the Hearing Officer's decision. The City Manager's decision shall be the final administrative decision, subject only to review under California Code of Civil Procedure 1094.5.

ARTICLE XXI

MISCELLANEOUS

Section 1. Third Party Legal Actions. Third party legal actions against Police Captains and Police Lieutenants. If a determination is made by the department that the employees involved have met the condition that the action given rise to the legal proceeding was taken by the employees during the course and scope of the employees' employment without malice and in the apparent best interest of the City, the City shall afford legal representation to the employees in any civil or criminal process. The choice of attorney shall be made by the majority vote of the Police Chief, City Manager, and employees. The Police Chief, City Manager and the employees shall each have one (1) vote for a maximum total of three (3) votes.

Section 2. Substance Abuse Policy. The City of Downey and the Association have a vital interest in maintaining safe, healthful 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 section 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. This prohibition shall not apply to legitimate undercover activities of Police Officers that are undertaken in accordance with the direction of the Police Department.

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. 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 system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the National Institute on Drug Abuse and comply with established guidelines for "chain of custody" to insure 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.

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 a 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 3. Industrial Disability Retirement Procedures. The City Manager may delegate to the Assistant City Manager their authority under Resolution Number 4428 concerning industrial disability retirement applications.

Section 4. No Tobacco Policy. The City of Downey prohibits new hires (employees hired on or after December 10, 1993) from using tobacco products either on or off duty. Except, however, employees are allowed an occasional off-duty celebratory cigar.

ARTICLE XXII

SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. Sole Source. 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.

Section 2. Inclusion of Other Rules and Regulations. Notwithstanding the provisions of Section 1 above, there exists within the City of Downey, certain personnel resolutions, ordinances, and departmental rules, regulations and procedures. To the extent that this Memorandum does not specifically contravene provisions of these personnel resolutions, ordinances, and departmental rules, regulations and procedures; these personnel resolutions, ordinances, and departmental rules, regulations and procedures are specifically incorporated herein.

ARTICLE XXIII

WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matters during the term of this Memorandum.

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, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the City's Personnel Rules and Regulations or Resolutions of the City, which 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 the City's Personnel Rules and Regulations and policies.

ARTICLE XXVI

SEPARABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXVII

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on July 1, 2026 and shall continue in full force and effect until June 30, 2030.

ARTICLE XXVIII

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Agreement 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 Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 23rd day of June, 2026.

CITY OF DOWNEY:

By: _____
James McQueen
Human Resources Director

THE DOWNEY POLICE MANAGEMENT ASSOCIATION

By: _____
Michael Parino, President

By: _____
Maria Villegas, Vice-President

By: _____
Vincent Rosario, Secretary/Treasurer

APPROVED AS TO FORM:

By: _____
John M. Funk, City Attorney

EXHIBIT A

CLASSIFICATIONS REPRESENTED BY
THE DOWNEY POLICE MANAGEMENT ASSOCIATION

Police Captain
Police Lieutenant

PAY SCHEDULE

PAY SCHEDULE EFFECTIVE JUNE 22, 2026

Position Title	A	B	C	D	E
Police Captain	91.8504	96.9025	102.2322	107.8545	112.0574
Police Lieutenant	73.0534	77.0714	81.3102	85.7825	89.1251

PAY SCHEDULE EFFECTIVE JUNE 21, 2027

Position Title	A	B	C	D	E
Police Captain	96.4429	101.7476	107.3438	113.2472	117.6603
Police Lieutenant	76.7061	80.9250	85.3757	90.0716	93.5814

PAY SCHEDULE EFFECTIVE JUNE 19, 2028

Position Title	A	B	C	D	E
Police Captain	101.2651	106.8350	112.7110	118.9096	123.5433
Police Lieutenant	80.5414	84.9713	89.6445	94.5752	98.2605

PAY SCHEDULE EFFECTIVE JUNE 18, 2029

Position Title	A	B	C	D	E
Police Captain	106.3284	112.1768	118.3466	124.8551	129.7205
Police Lieutenant	84.5685	89.2199	94.1267	99.3040	103.1735

Item No. 16.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JAMES MCQUEEN, DIRECTOR OF HUMAN RESOURCES**
DATE:	**JUNE 23, 2026**
SUBJECT:	**ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION**

EXECUTIVE SUMMARY

The City Council will consider approving a Memorandum of Understanding (MOU) between the City of Downey and the Downey Public Safety Auxiliary Association (DPSAA) as a successor to the current agreement, which expired on March 31, 2026.

RECOMMENDATION

That the City Council:

> Adopt Resolution No. 26-8366, approving the Memorandum of Understanding between the City of Downey and the Downey Public Safety Auxiliary Association (DPSAA) (April 1, 2026 – March 31, 2030).

BACKGROUND

At its meeting on January 27, 2026, the City Council authorized James McQueen, Director of Human Resources, as the City's representative to begin labor negotiations with the Downey Public Safety Auxiliary Association (DPSAA) for a successor Memorandum of Understanding (MOU). The MOU expired on March 31, 2026. After a series of discussions with the association, the process was concluded on June 3, 2026.

ANALYSIS

An agreement has been reached between the City and the DPSAA on a successor Memorandum of Understanding (MOU) for the term of April 1, 2026, to March 31, 2030. DPSAA represents non-sworn public safety support classifications. The MOU includes the following provisions with economic impact:

- A 4% across the board pay increase effective June 23, 2026; 4% across the board pay increase effective June 23, 2027; 4% across the board pay increase effective June 23, 2028; and a 4% across the board pay increase effective June 23, 2029.
- A 1% wage adjustment effective the start of the pay period that includes June 23, 2026; 1% wage adjustment effective the start of the pay period that includes June 23, 2027; 1% wage adjustment effective the start of the pay period that includes June 23, 2028; and a 1% wage adjustment effective the start of the pay period that includes June 23, 2029.
- A 1% increase in classic employees' contribution to their CalPERS retirement benefits effective April 1, 2029.

- Increase provided standby compensation to 15 hours for all association positions.
- A reduction of the currently provided maximum City medical insurance contribution to the Kaiser premium rate for new employees hired after the adoption of the agreement.

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, clarify existing practice, and remove historical information.
- Updates to sick leave language to comply with newly enacted legal requirements.
- Add closed promotional recruitment language, allowing existing association members an opportunity to apply for promotional opportunities prior to public recruitment.

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 MOU is a product of a labor negotiation process involving the DPSAA 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

Approval of the recommended action will result in increased personnel costs in the approximate amounts of $231,411 in Contract Year 1, $323,154 in Contract Year 2, $339,209 in Contract Year 3, and $250,257 in Contract Year 4.

Attachments

Attachment A: Resolution No. 26- 8366 -DPSAA MOU.pdf

Attachment B: DPSAA MOU 2026-2030 Final.pdf

RESOLUTION NO. 26-8366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION (APRIL 1, 2026 – MARCH 31, 2030)

WHEREAS, the City of Downey, hereinafter referred to as "City," and the City of Downey Public Safety Auxiliary Association, hereinafter referred to as "DPSAA," 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 DPSAA have reached an agreement as memorialized in a written Memorandum of Understanding covering the period of April 1, 2026 through March 31, 2030.

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 DPSAA, 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 23rd day of June, 2026.

CLAUDIA M. 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 23rd day of June, 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

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF DOWNEY

AND

THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION

April 1, 2026 – March 31, 2030

Table of Contents

ARTICLE I 1
RECOGNITION 1
ARTICLE II 1
NON-DISCRIMINATION 1
ARTICLE III 1
BASIC COMPENSATION PLAN 1
Section 1. Salary Increases. 1
Section 2. The Plan of Salary Schedules. 2
Section 3. Eligibility for Merit Salary Advancement. 2
Section 4. Salary Schedule Step Reduction 3
Section 5. Longevity Pay. 4
Section 6. Eligibility for Promotion Increases. 4
Section 7. Shift Differential 4
Section 8. Bonus Pay for Training. 5
Section 9. Uniforms 5
Section 10. Acting Pay 5
Section 11. Out-Of-Class Pay 5
Section 12. Bilingual Pay. 6
Section 13. Court Time 6
Section 14. Standby Compensation. 7
Section 15. Search Pay Premium. 7
Section 16. Calculating the Value of Special Compensation 7
ARTICLE IV 8
WORKWEEK 8
ARTICLE V 9
OVERTIME (COMPENSATORY TIME OFF) 9
Section 1. Compensation for Overtime 9
Section 2. No Pyramiding. 10
Section 3. Discouragement of Overtime 10
Section 4. Emergency Service Condition 10
Section 5. When Absent from Duty. 10
Section 6. Overtime. 10
Section 7. Compensatory Time Off. 10
Section 8. Cash in Compensatory Time Off. 10
ARTICLE VI 10
COMPENSATION FOR SPECIAL CALL-IN 10
ARTICLE VII 11
HOLIDAYS 11
ARTICLE VIII 12
VACATION 12
Section 1. Accruals. 12
Section 2. Accrual Limits. 12
Section 3. Vacation Pay-Out 12
Section 4. Fire Department Only. 12
ARTICLE IX 12
NON-PAID LEAVE OF ABSENCE 12
Section 1. Leave of Absence 12
Section 2. Written Notice of Intent to Return 13
Section 3. Outside Employment While On Leave 13

ARTICLE X 13
SICK LEAVE 13
Section 1. Sick Leave Accruals. 13
Section 2. Use of Protected Sick Leave. 13
Section 3. Accrued Sick Leave Benefit. 14
Section 4. Fitness for Duty. 14
ARTICLE XI 15
OTHER USES OF SICK LEAVE 15
Section 1. Sick Leave Conversion at Retirement or Death. 15
Section 2. Sick Leave Conversion to Vacation. 15
Section 3. Bereavement Leave. 15
Section 4. Personal Leave. 16
Section 5. Workers' Compensation Injury On Duty. 16
Section 6. Employee Disability Leave. 16
Section 7. Military Leave. 17
Section 8. Jury Duty. 17
Section 9. Pregnancy Disability Leave. 17
Section 10. Family Leave. 17
Section 11. “Child-Related Activities” Leave. 18
Section 12. Consultation of Human Resources. 18
ARTICLE XII 18
FRINGE BENEFIT ADMINISTRATION 18
Section 1. Administration. 18
Section 2. Selection and Funding. 18
Section 3. Changes. 18
ARTICLE XIII 19
MEDICAL, DENTAL AND OTHER COVERAGE 19
Section 1. Medical Insurance. 19
Section 2. Dental Insurance. 21
Section 3. Life & Accidental Death and Dismemberment (AD&D) Insurance. 21
Section 4. Long Term Disability Insurance. 21
Section 5. Employee Assistance Program (EAP). 21
ARTICLE XIV 22
RETIREMENT 22
Section 1. CalPERS Retirement Plan. 22
Section 2. First Tier Retirement Formula. 22
Section 3. Second Tier Retirement Formula. 23
Section 4. Third Tier (“PEPRA” Tier) Retirement Formula. 23
Section 5. Survivor/Death Benefits. 23
Section 6. City Contribution to Retiree Retirement Health Savings (RHS) Plan. 23
ARTICLE XV 25
TUITION REIMBURSEMENT 25
ARTICLE XVI 26
PROBATIONARY PERIOD 26
ARTICLE XVII 26
SENIORITY 26

ARTICLE XVIII 27
CITY RIGHTS 27
ARTICLE XIX 29
EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES 29
Section 1. Dues Deductions. 29
Section 2. Indemnification. 29
Section 3. Release Time for Meet and Confer. 29
ARTICLE XX 29
NO STRIKE - NO LOCKOUT 29
ARTICLE XXI 30
GRIEVANCE PROCEDURE 30
Section 1. Grievance. 30
Section 2. Conduct of the Grievance Procedure. 30
Section 3. Grievance Procedure Steps. 30
ARTICLE XXII 32
MISCELLANEOUS 32
Section 1. Substance Abuse Policy. 32
Section 2. Transfer Rights. 33
Section 3. Labor-Management Committee. 33
Section 4. Post Training. 34
Section 5. Appointment to Unit Positions. 34
ARTICLE XXIII 34
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING 34
ARTICLE XXIV 34
WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT 34
ARTICLE XXV 35
RE-OPENER 35
ARTICLE XXVI 35
EMERGENCY WAIVER PROVISION 35
ARTICLE XXVII 35
SEPARABILITY 35
ARTICLE XXVIII 35
TERM OF MEMORANDUM OF UNDERSTANDING 35
RATIFICATION AND EXECUTION 36
EXHIBIT A 37
CLASSIFICATIONS REPRESENTED BY THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION 37
EXHIBIT B 38
PAY SCHEDULE 38

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DOWNEY AND
THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION

ARTICLE I

RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey Public Safety Auxiliary Association (hereinafter called the Association) as the recognized majority representative of all full-time employees covered in the classifications listed on Exhibit A. The City has recognized the Association for the purpose of meeting its obligations under the Myers-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 hereby 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 Ordinance and Government Code Sections 3500 and 3511.

Section 2. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, marital status, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement 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 Agreement in compliance with state or federal anti-discrimination laws.

Section 3. The City and Association agree to comply with applicable State and Federal laws and regulations regarding the employment of the disabled.

ARTICLE III

BASIC COMPENSATION PLAN

Section 1. Salary Increases.

A. All employees in classifications covered by this Memorandum of Understanding as referenced in Exhibit B shall receive the following pay increases:

Cost of Living Increase

1. Effective the start of the pay period that includes June 23, 2026, a four percent (4%) across the board base pay range increase.

2. Effective the start of the pay period that includes June 23, 2027, a four percent (4%) across the board base pay range increase.

3. Effective the start of the pay period that includes June 23, 2028, a four percent (4%) across the board base pay range increase.

4. Effective the start of the pay period that includes June 23, 2029, a four percent (4%) across the board base pay range increase.

Market Adjustment

1. Effective the start of the pay period that includes June 23, 2026, a one percent (1%) wage adjustment increase for all classifications in the form of a one percent (1%) across-the-board base pay range increase.

2. Effective the start of the pay period that includes June 23, 2027, a one percent (1%) wage adjustment increase for all classifications in the form of a one percent (1%) across-the-board base pay range increase.

3. Effective the start of the pay period that includes June 23, 2028, a one percent (1%) wage adjustment increase for all classifications in the form of a one percent (1%) across-the-board base pay range increase.

4. Effective the start of the pay period that includes June 23, 2029, a one percent (1%) wage adjustment increase for all classifications in the form of a one percent (1%) across-the-board base pay range increase.

Section 2. The 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 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 dividing twelve (12) times the monthly rate by fifty-two (52) times the number of working hours per week.

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 subsection B below.

2. All full-time appointments 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.

3. No salary advancements shall be made so as 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 standard of work performance expected of City employees shall be qualified to advance to the salary steps B, C, D and E. Employees meeting the performance standards shall progress from step A to step B after 6 months of service. Progression through all other steps will be after 12 months of service in the preceding salary step in accordance with established performance standards.

3. If an employee does not receive a merit increase as a result of performance evaluation the employee may appeal through the grievance procedure.

C. Merit Evaluation.

1. Every employee shall receive an objective, written job performance rating, no sooner than three (3) weeks before, no later than five (5) working days before the date of eligibility for each salary step, merit longevity or hourly increase, and annually thereafter, and upon a change of employment status. Nothing in this section shall prohibit the department head or 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 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 reduction in pay.

Section 5. Longevity Pay.

A. Eligibility for 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 adjustments as follows:

Service	Compensation Adjustment
10 years	5.5000%
20 years	8.4020%

Longevity pay is effective at the start of the pay period that includes the ten (10) or twenty (20) year anniversary date. Longevity pay is not cumulative.

Section 6. Eligibility for Promotion Increases.

A. Any employee receiving a promotion shall receive a salary increase equivalent to one (1) step or shall be placed on the first step of the salary schedule for the class to which they are promoted, whichever is greater.

B. Any employee receiving a promotion who would otherwise have been eligible to receive a merit increase within sixty (60) days of the effective date of such promotion shall be granted the merit increase prior to the application of provision A of this Section.

Section 7. Shift Differential.

A. Police Department Personnel.

1. Employees in the Police Department may receive one (1) of the following salary additives as shift differential pay if they meet the indicated qualifications:

    a. An employee whose regular work shift contains six or more hours between 5:00 p.m. and 5:00 a.m. shall receive a 5.5% shift differential (ii) an employee whose regular work shift contains four or more hours between 5:00 p.m. and 5:00 a.m. shall receive a 2.7% shift differential and (iii) an employee whose work shift begins before 6:00 a.m. or ends after 6:00 p.m. shall receive a 1.1% shift differential.

2. Employees who work the above scheduled times on either an overtime basis or regular basis but are not assigned to such shifts as part of their regular schedule are not eligible to receive shift differential pay.

3. Employees who are assigned a shift schedule that is not identical for each work day of their work week shall receive a shift differential amount that is equal to the average of the indicated percentage amounts for each work day. For example, an employee who works four (4) shifts in a work week is assigned a shift that qualifies for a 5.5% shift differential three (3) days and a shift that

qualifies for a 2.7% differential one (1) day. The average of the percentage amounts is (3 x 5.5 +2.7)/ 4, or 4.8%.

B. Fire Department.

1. Regional Fire Communications Operators shall receive a shift differential pay of two and three-quarters percent (2.75%) while working any shift.

2. Fire Dispatch Supervisor shall receive the two and three-quarters percent (2.75%) shift differential pay if scheduled to work hours other than 7:30 a.m. to 5:30 p.m.

Section 8. Bonus Pay for Training. At the Chief's discretion, an employee may be paid an amount equal to two and three-quarters percent (2.75%) of the appropriate salary schedule for those working hours utilized for the purposes of training new or reassigned employees. This Section shall be used for those employees specifically assigned to a trainee by the Chief.

Section 9. Uniforms. The Fire and Police departments have established uniform standards and designated classifications that are required to wear uniforms. Each employee in a classification that is designated to wear a uniform shall be issued three (3) complete sets of uniforms (shirts, skirts, or trousers) and other uniform gear as required by departmental guidelines. Thereafter, uniforms shall be replaced on an as needed basis as determined by each of the departments.

A. The monetary value for the purchase and/or rental and maintenance of uniforms through City-contracted uniform providers is reportable to CalPERS as “special compensation.” This excludes items that are for personal health and safety such as protective garments and safety shoes. In accordance with the Public Employees’ Pension Reform Act (Government Code Section 7522 et. seq.) the reporting of uniform and maintenance value as “special compensation” for CalPERS members hired on or after January 1, 2013 is prohibited.

B. 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 based on the average annual cost paid for by the City for each employee over fiscal years: FY 2014-2015, FY2015-2016, and FY 2016-2017, and shall not exceed five hundred dollars ($500.00). The annual amount shall be reported on a per bi-weekly pay period basis.

Section 10. Acting Pay. An employee who has been designated by the City to serve in an acting capacity for sixty (60) consecutive work days or more shall receive Step A of the pay range for the classification in which the employee is performing active duties or 5.5%, whichever is greater. Service in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification.

Section 11. Out-Of-Class Pay. The City may temporarily assign employees to work out of classification. The selection of the employee for an out-of-classification assignment shall be at the discretion of the department head or designee. A temporary out-of-rank pay differential of 5.5% shall be authorized when an employee has actually worked in a position of higher rank for

a combined total of eighty (80) hours during a calendar year. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave, vacation and all other non-holiday leave shall not be considered as days actually worked.

Section 12. Bilingual Pay. Employees in existing classifications who pass a test to speak or translate Spanish (or other languages authorized by the City Manager) shall be eligible to receive additional compensation on a bi-weekly basis. To qualify for bilingual pay, the employee must pass a conversational examination administered by the Human Resources Department. Employees will be compensated at the rate of seventy dollars ($70.00) per bi-weekly pay period.

Section 13. Court Time.

A. Court time is time required to be spent by all Association employees in response to a subpoena, a coroner's inquest, a hearing or trial on a civil action on behalf of the City, 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 apply to subpoenas issued for taking of depositions.

Employees, who are off duty on sick leave benefits, as described in Article XI, Section 4, of this Agreement, or Workers' Compensation as described in Article XI, Section 5, or when testifying at any grievance, City Council or other hearing on behalf of himself/herself, another employee or the Association, shall not accrue additional time or compensation as court time.

B. Compensation for Court Time. Employees shall be compensated for court time as follows:

1. Criminal Witness: An employee will be paid at their regular hourly rate of pay or with the approval of the Chief of Police, may, in lieu of pay, accumulate any portion of court time and take an equivalent leave of compensatory time off. The accumulation of court time to be used as compensatory time off shall be limited to the number of hours earned for which such employee would have otherwise received compensation at their regular hourly rate of pay.

2. Civil Witness (in the line of duty): An employee shall receive their regular hourly rate of pay for hours worked (and expenses, if any) for time at court, including travel to and from court, while testifying in any civil case on behalf of the City.

3. Standby Compensation: Minimum standby time for court assignments shall be compensated as follows:

    a. Two (2) hours pay for the morning standby.

    b. Two (2) hours pay for the afternoon standby.

    c. If the employee is called into court, they shall be paid the above minimum or actual number of hours in court, whichever is greater.

    d. Standby pay shall be paid at the rate of one and one-half (1.5) the employee’s regular hourly rate of pay.

Section 14. Standby Compensation.

A. Police Dispatch Center. The City wishes to establish a viable call back list. All Public Safety Dispatchers shall have their names on the list. In addition, any employee who has completed Public Safety Dispatcher training and has been approved by the Police Chief to participate, may sign up for, and be placed on the call back list. Each weekend when staff vacancies so dictate, the employee who is on the top of the list shall be designated as standby for the weekend and will be subject to mandatory call back for work during the weekend. The weekend standby period shall be defined as Friday 1700 hours to Monday 0500 hours. The person designated shall receive fifteen (15) hours of compensatory time for the weekend. Once the person has been designated for a weekend, their name is rotated to the bottom of the list. Individuals may swap locations on the list as long as the request is made in writing to their supervisor and the swap has been approved prior to the start of the weekend.

B. Forensic Specialist, Forensic Supervisor and Property & Evidence Technician Standby. An employee in the classifications of Forensic Specialist, Forensic Supervisor and Property & Evidence Technician shall receive fifteen (15) hours of straight compensatory hours for assigned weekend standby duty. The weekend standby period shall be defined as Friday 1700 hours to Monday 0500 hours. Such standby assignment shall be limited to one Forensic Specialist or Forensic Supervisor per weekend period. A Forensic Specialist or Forensic Supervisor shall each receive five (5) hours of compensatory time for assigned standby on a City recognized holiday that is not within the weekend standby period. Standby.

C. All Employees. An employee in a classification other than Police Dispatcher, Police Dispatch Supervisor, or Forensic Specialist, Forensic Supervisor or Property Evidence Technician who is designated by management to be on standby on the weekends and/or holidays shall be compensated for standby time at fifteen (15) hours straight compensatory hours and five (5) hours straight compensatory time for a City recognized holiday. The weekend period for the purpose of this Section is 1700 Friday to Monday 0500 hours. Any Association member designated by management to be on standby shall be required to be available to answer a call from the department in a timely manner.

Section 15. Search Pay Premium. Police Records Specialists I and II are routinely and consistently required as a part of their regular duties to search female prisoners. Effective October 25, 2005, those employees required to search female prisoners shall receive search pay premium of two per cent (2%). Should these duties be removed from the classification and/or should an individual employee be declared unable to perform these duties because of physician ordered permanent work restrictions, the search pay premium shall be removed for the classification and/or the individual. The removal of pay shall not occur when a physician declares the work restrictions temporary.

Section 16. Calculating the Value of Special Compensation (Spec Comp). Beginning or earlier than July 1, 2011, the values of the following special compensation items are calculated using a compounding method that calculates them in the following order: (1) Longevity Pay; (2) Shift Differential; (3) Search Pay Premium. 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.

An example of the calculation method for a Police Records Specialist II who works eighty (80) hours in a two-week pay period is as follows:

Employee Base Hourly Rate $ 21.9614	Reportable Earnings @ 80 Hours	$1,756.91
1. Longevity Pay (8.4020%)	Spec Comp Earnings	$ 147.62
2. Shift Differential (5.5%)	Spec Comp Earnings	$ 104.75
3. Search Pay Premium (2%)	Spec Comp Earnings	$ 40.19

ARTICLE IV

WORKWEEK

Section 1. The regular workweek for all employees, except for Regional Fire Communications Operators, covered by this Agreement shall be forty (40) hours per week.

Section 2. Regional Fire Communications Operators. In accordance with Federal law, the Fair Labor Standards Act (FLSA) regulations were implemented on April 15, 1986. It was agreed that:

A. In compliance with the FLSA regulations, Regional Fire Communications Operators will be paid for all hours actually worked during the designated seven (7) day work week.

B. All hours worked in excess of forty (40) hours in a work week will be paid at the overtime rate of one and one-half (1.5) the employee's regular hourly rate of pay.

C. To avoid the prospect of having to reduce the number of hours reported for retirement purposes, the City will continue to report forty (40) hours per week to PERS regardless of whether the employee actually accrued forty (40) hours during the week. However, for the purpose of calculating overtime compensation, sick leave hours used will not be included as part of the forty (40) hour work week. Other forms of paid leave time (i.e., vacation and compensatory time) will be included as part of the forty (40) hour work week for purposes of calculating overtime compensation. This agreement has been reached for the purpose of maintaining both the existing shift schedule as well as maintaining the number of hours reported to the retirement system.

Section 3. For all Police Department employees covered by this Agreement, the normal work week shall consist of four (4) ten (10) hour days. If, in the opinion of the Chief of Police,

restructuring of the normal work day or work week becomes necessary for the purpose of promoting efficiency, nothing herein shall be construed as preventing the Chief of Police from restructuring the normal work day or work week for individual employees.

If in the opinion of the Chief of Police, it should become necessary to establish schedules departing from the regular work day or work week, the Chief of Police shall give notice in writing of such change as far in advance as reasonably practical. If the change is other than on an individual basis, the City shall meet and confer with the Association regarding the impact of the decision prior to implementing a general change. If an individual employee does not receive a written notice two (2) weeks before the change, the employee shall not lose shift differential pay for the first two (2) weeks of the schedule change.

Section 4. Employees in the classification of Code Enforcement Officer shall work a 9/80 Work Schedule as follows:

A. The regular work week shall be forty (40) hours per week within a designated seven (7) day work period.

B. The 9/80 Work Schedule provides eighty (80) hours of scheduled work in a two (2) week pay period. Depending on the week that the alternating day off falls, in one (1) week the employee works four (4) nine (9) hour days and one (1) eight (8) hour day. In the other week, the employee works four (4) nine (9) hour days with one (1) alternating day off. In this work schedule, the eight (8) hour work day and the day off is the same day of the week, which normally is Friday or Monday. The work week for Federal Labor Standards Act (FLSA) overtime purposes shall be established as starting four (4) hours into the shift of the eight (8) hour work day.

C. Effective the start of the pay period following City Council adoption of this Memorandum of Understanding, employees in the classification of Code Enforcement Officer shall no longer receive a paid lunch hour; therefore, the non-paid lunch hour shall be excluded from the regular hours of scheduled work per day.

Section 5. Part-time employees are those hired for less than the standard forty (40) hour week and paid on an hourly basis.

ARTICLE V

OVERTIME (COMPENSATORY TIME OFF)

Section 1. Compensation for Overtime. All approved overtime worked by an employee, shall be paid at the rate of one and one-half (1.5) the regular hourly rate of pay for such employee. 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 in excess of a normal shift, or in excess of forty (40) hours in an employee's designated work week. (For Regional Fire Communications Operators refer to Article IV, Section 2(C))

Section 2. No Pyramiding. There shall be no pyramiding of overtime, which means that employees shall not be compensated more than once for the same hours under any provision of this Agreement.

Section 3. Discouragement of Overtime. It is the policy of the City that overtime work is to be discouraged. However, in cases of emergency or whenever public interests 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, overtime is authorized by the department head or their designee.

Section 4. Emergency Service Condition. In accordance with Article XXVI, in the event of a severe emergency or national or state disaster, the City shall not be required to pay overtime. Regardless of any of the provisions of this Agreement, employees shall not be entitled to receive overtime during the first seven (7) calendar days of the severe emergency or disaster.

Section 5. When Absent from Duty. In the event an employee is absent from duty, whether for vacation, compensatory time, sick leave or other disability, for a period exceeding five (5) work days, overtime during that work cycle will not be paid. If the employee is ordered to work during their vacation, the employee will be paid overtime for those hours worked.

Section 6. Overtime. Overtime may be compensated in time off or money. Employees who are assigned to work overtime shall have the right to monetary compensation, unless the form of compensatory time off has been discussed in advance. Management may inform employees, prior to the performance of the work, that only "compensatory time" is available. In this instance, employees shall have the right to refuse the overtime assignment.

Section 7. Compensatory Time Off. Where elected, compensatory time off is provided at a rate of one and one-half (1.5) hours for each hour of overtime hour worked. Unused compensatory time off shall be paid out upon separation from employment at the higher of (a) the employee’s average rate of pay for the final three years of employment, or (b) at the employee’s final regular rate of pay.

Section 8. Cash in Compensatory Time Off. Employees covered by this Agreement may cash in accrued compensatory time earned as overtime unless they have been informed as set forth in Section 6 above. Employees may not cash in compensatory time earned from a holiday when the holiday falls on the employee's regular day off.

ARTICLE VI

COMPENSATION FOR SPECIAL CALL-IN

Section 1. Employees covered by this Agreement who are "called in" to perform work on an unscheduled basis at times other than those normally required for the employee's regular work schedule shall receive and be paid for a minimum of two and six-tenths (2.6) hours at the overtime rate of one and one half (1.5) the employee’s regular hourly rate of pay. Employees shall be entitled to call-in pay in the event the employee is required to report back to work after completing the employee's regular work shift and left City premises and/or the employee's work location. In accordance with FLSA, actual hours worked, including travel from home to the call back location shall be counted toward the computation of overtime pay.

Section 2. If an employee is called in two and six-tenths (2.6) hours or less before the start of the regular work shift, such employee shall not be given the two and six-tenths (2.6) hour guarantee. Any hours worked in excess of the regular work shift on that day shall be paid at the rate of one and one-half (1.5) the employee's regular hourly rate of pay.

ARTICLE VII

HOLIDAYS

Section 1. Employees will receive one hundred and fifty-three (153) hours of holiday leave in January of each year. These leave hours are for the following City recognized holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day
12. New Year's Eve

Section 2. Employees may use holiday time as time off from work at any time during the calendar year, subject to their department's approval. An employee who does not work on a holiday that is a regularly scheduled work day must use holiday pay for the time off. In the event that an employee has no holiday time balance and the department allows the employee time off work for a holiday, then the employee must use either vacation or compensatory time for the time off.

Section 3. If the holiday falls on an employee's regular work day, and the employee works on that day, then the employee may request twelve and one-half (12.5) hours of pay during and subsequent to the pay period in which a City holiday falls. If the holiday falls on an employee's non-work day, then the employee may request twelve and one-half (12.5) hours of pay during and subsequent to the pay period in which a City holiday falls.

Section 4. Employees who terminate from the City and who have not fully used their holiday hours will be paid for the unused holidays that have occurred prior to their termination at a rate of twelve and one-half (12.5) hours per holiday at the rate of pay in effect at the time of termination, plus two and one-half (2.5) hours.

Section 5. Employees hired during the year will receive holiday hours for the holidays that will occur between their hire date and December 31 at a rate of twelve and one-half (12.5) hours per holiday.

Section 6. Any holiday hours that remain on an employee's record at the end of the calendar year will automatically be paid out in a regular payroll cycle in January.

ARTICLE VIII

VACATION

Section 1. Accruals. Employees covered by this Agreement shall accrue vacation leave with pay on the following scheduled basis:

Year of Service	Hours per Year	Monthly Accrual
0 - 3	80	6.7
4 - 5	96	8.0
6 - 10	120	10.0
11 - 15	136	11.3
16 - 20	160	13.4

Section 2. Accrual Limits. Vacation shall be taken at the convenience of the City with the approval of the department head. Where possible, such vacation should be taken annually and not accumulated from year to year. All eligible employees, however, shall be allowed to accumulate two (2) years allowance of vacation. If the employee is prohibited by the supervisor from taking the employee's vacation because of manpower shortages or operational needs, the employee shall be paid all vacation in excess if two (2) years at the employee's regular rate of pay at the time of the pay-off.

Section 3. Vacation Pay-Out. An employee who separates from City service under this Article, either by retirement, permanent layoff, or termination, shall be entitled to be paid for unused earned vacation at the regular rate of pay in effect at the time of separation.

Section 4. Fire Department Only. Covered employees will schedule vacations at the beginning of each year. Scheduling shall be in four (4) shift increments. If, after such scheduling, less than four (4) shifts remain unscheduled, they may be scheduled in one (1) shift increments or scheduled with holiday time off. Employees may use vacation time in one (1) shift increments at times other than originally scheduled provided that a qualified substitute can be found to replace the employee for that shift.

ARTICLE IX

NON-PAID LEAVE OF ABSENCE

Section 1. Leave of Absence. 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 employee shall be reinstated 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. No employment or fringe benefits such as, but not limited to, sick leave, vacation, health insurance, retirement or any other benefit

shall accrue to any employee during leave of absence without pay. An employee on approved leave may elect to pay the premiums due in order to maintain health insurance benefits during the term of such leave.

Section 2. Written Notice of Intent to 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 While On Leave. 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 for said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

ARTICLE X

SICK LEAVE

Section 1. Sick Leave Accruals.

A. Sick leave shall be defined as absence from duty because of illness or off the job injury, or exposure to contagious diseases as evidenced by certification from an accepted medical authority.

B. Sick leave shall be accrued at the rate of 3.692 hours per bi-weekly pay period (ninety-six [96] hours per year) for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at their discretion but rather shall be allowed only for the purposes specified below.

Section 2. Use of Protected Sick Leave.

A. The first five (5) shifts or hours equivalent (e.g. fifty [50] hours for an employee on a 4/10 work schedule, forty-five [45] hours for an employee on a 9/80 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. This twelve (12) month period is July 1 through June 30.

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. Employees can use sick leave for Bereavement Leave purposes as outlined in Article XI, Section 3 below.

C. 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.

D. 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.

E. In order to receive compensation while absent on protected sick leave, the employee shall notify a designated supervisor prior to or within two (2) hours of the time set for beginning duty, unless notification is physically impractical then such notification shall be waived until a reasonable period has elapsed. For any such absence in which protected sick is utilized, the employee shall submit a written statement with the department head confirming the use of protected sick leave. A physician's statement verifying the absence from work is not required.

F. When an employee is not utilizing protected sick leave, the department head or their designee may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved. Such absence may be more than one (1) work day or if there is reasonable cause to indicate abuse of sick leave.

Section 3. Accrued Sick Leave Benefit. The right of an employee to accrued sick leave shall continue only during the period that the employee is on paid status. Accrued sick leave benefits 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 services of the City, except as required by federal or state law.

A. 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.

Section 4. Fitness for Duty. Upon the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the department head or their designee may require an employee to submit to an examination by the City's physician to determine fitness for duty. If the results of the examination indicate the employee is unable to perform their duties; or in the performance of their duties, exposes others to infection, the employee shall be placed on sick leave without privilege of reinstatement until adequate medical evidence is submitted that the employee is competent to perform their duties or will not subject others to infection. Any employee so examined shall have the right 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's physician. In the event of a conflict of opinion and/or recommendation of the two (2) physicians, a third physician shall be selected by the first two (2) physicians, and the final decision shall be made by the City Manager or their designee based upon the medical evidence submitted to them.

ARTICLE XI

OTHER USES OF SICK LEAVE

Section 1. Sick Leave Conversion at Retirement or Death.

A. An employee who is separating employment from the City by way of CalPERS retirement, or an employee with twenty (20) or more years of full-time service with the City who transitions to part-time status (subject to department head approval), shall be eligible to deposit the value of unused accumulated sick leave hours at the regular rate of pay earned at the time of retirement or transition to part-time up to the maximum of one thousand nine hundred (1,900) hours to the City's Retirement Health Savings (RHS) Plan to cover reimbursable medical expenses in accordance with IRS regulations.

1. Effective October 1, 2012, the City's RHS plan was restated to add the value of a City deposit toward a retiree's RHS account based on eligibility criteria cited in Article XII (Note: Check reference), Section 9 of this Agreement.

B. In the event of a permanent or indefinite layoff, an employee with ten (10) years of continuous service with the City shall be entitled to the above benefit. If such employee resigns after receiving official notification of their impending layoff, they shall be eligible for the above benefit. This provision shall be retroactive to January 1, 1982.

C. Accrued sick leave shall be valued for the purposes of Section A above, on the following basis:

1. 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 of pay in effect at the time of taking sick leave. For covered employees with twenty (20) years of City service; or retirees with a physical disability, or a psychological disability resulting from a direct consequence of a violent act, sick leave shall be converted at the prevailing rate.

Section 2. Sick Leave Conversion to Vacation. Employees who become entitled to accrued sick leave allowance that has not been used may convert each two (2) hours of accumulated sick leave to one (1) additional hour of vacation; after having accumulated six hundred and forty (640) hours of sick leave and providing that not more than forty (40) hours of additional vacation days may be so converted in any one (1) fiscal year.

Section 3. Bereavement Leave.

A. An employee who has suffered a death of an immediate family member may be allowed bereavement leave with pay of no more than six (6) work days per incident which is deducted from the employee's accumulated sick leave. For purposes of this Section, "immediate family" shall include and be limited to the employee's mother, father, brother, sister, spouse, domestic partner, child, grandchildren, grandparents and current parent-in-laws.

B. All such claims for Bereavement Leave are subject to verification by the department head or their designee.

Section 4. Personal Leave. With approval of the department head, an employee may use two (2) days per year of earned sick leave on personal matters that are of an unforeseen combination of circumstances that call for immediate action or to add additional hours per Holiday as covered in Article VII, Section 2. Such matters shall be considered as those events or occurrences that a reasonable prudent person would not or could not postpone to a subsequent time. The nature of the matter shall be explained to the immediate supervisor and shall be granted with their approval. Such personal leave shall not be cumulative from year to year.

Section 5. Workers' Compensation Injury On Duty.

A. When an employee is absent from work by reason of an injury or illness covered by Workers' Compensation, the City will pay the difference between the amount granted pursuant to the Workers' Compensation Act and the employee's regular hourly rate of pay for up to one (1) year. Employees who are covered by this Agreement and are hired after May 13, 1997; and are absent from work by reason of an injury or illness covered by Workers' Compensation, the City will pay the difference between the amount granted pursuant to the Workers' Compensation Act and eighty-five percent (85%) of the employee's regular hourly rate of pay for up to six (6) months. Thereafter, the employee will be paid the amount required by the Workers' Compensation Act.

B. 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 Association; provided such placement is approved by the appointing authority. Nothing herein shall be construed to prevent such employee from applying for and competing for positions of a higher class or positions represented by other bargaining units.

Section 6. 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 non-industrial illness or injury can be advanced sick leave time at seventy-five percent (75%) of the employee's regular rate of pay according to the following table:

Maximum Time Allowance (Hours)

Years of Service	Total Hours
1 through 5	360
6 through 10	544
Over 10	720

B. Application for disability leave shall be made by the employee to the City Manager through the department head, accompanied by full 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 for sick leave reduced by four (4) hours per month or may contribute vacation leave to accelerate the employee's reimbursement to the City for providing the benefits under this Article.

D. When the "maximum time allowance" has been reimbursed 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 7. 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 department head an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Section 8. Jury Duty.

A. In the event that an employee is called for jury duty and the court does not excuse such jury service the City shall grant the employee paid release time for the required jury duty that is performed within the employee's regular work schedule provided the employee submits court documentation verifying the date(s) and time served for jury service. Such verification must accompany the payroll timesheet for the payroll period in which the jury service was performed. Any fees for jury service that the employee may receive from the court shall be remitted to the City.

Section 9. Pregnancy Disability Leave. The City shall comply with the State pregnancy disability leave law. Administrative Regulation No. 418 is incorporated by reference herein.

Section 10. Family Leave. The City shall comply with all State and Federal family leave entitlement laws. Administrative Regulation N0. 430 is incorporated by reference herein.

Section 11. "Child-Related Activities" Leave.

A. Effective January 1, 2016, an employee is eligible for up to up to forty (40) hours per year (up to eight [8] hours per month) of authorized time off from scheduled work for "child-related activities" if the employee is a parent with one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. "Child-Related Activities" includes finding, enrolling, or reenrolling a child in school or with a licensed child care provider. Such leave also includes leave to address a child care provider or school emergency, including a request that the child be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school (excluding planned holidays), or a natural disaster. Under this Section, "Parent" is defined to include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

B. Except in the case of the need to address a child care provider or school emergency, the use of such leave can be limited to eight (8) hours per month. An employee can be required to use any earned compensatory time or vacation hours for any such absences related to child-related activities.

Section 12. Consultation of Human Resources. To ensure the appropriate application of all compatible statutorily provided protected leave, it is advised that the employee, department head, or immediate supervisor consult with the Human Resources Director or designee in advance on the use of protected leave.

ARTICLE XII

FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Agreement.

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 Agreement, provided that the benefits of the employees shall be no less than those in existence as of the implementation of this Agreement.

Section 3. Changes. If, during the term of this Agreement, 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 health plan administrator or method of funding the coverage.

ARTICLE XIII

MEDICAL, DENTAL AND OTHER COVERAGE

Section 1. Medical Insurance.

A. CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). Effective October 1, 2012, the City contracted with the California Public Employees' Retirement System (CalPERS) to implement the CalPERS medical benefits program governed by the Public Employees' Medical and Hospital Care Act (PEMHCA). In its implementation, the City and the Association agreed that the mandated employer contributions for retirees would be structured in a manner to maintain cost savings. Employees and retirees have the option of choosing medical insurance coverage from any of the medical plans offered by CalPERS.

B. City Contribution Amount. For employees hired before June 9, 2026, the City shall contribute 100% of the monthly premium cost of the health insurance plan selected by the employee for themselves and their eligible dependents up to the second highest premium rates for a Preferred Provider Option (PPO) medical plan offered by CalPERS for the Los Angeles Region. If an employee elects a higher cost CalPERS plan, they must pay the difference in premiums between that plan and the second highest premium rates for a PPO medical plan offered by CalPERS for the Los Angeles Region for their respective eligible level of coverage.

C. For employees hired on or after June 9, 2026, the City shall contribute 100% of the monthly premium cost of the health insurance plan selected by the employee for themselves and their eligible dependents up to the Kaiser HMO plan offered by CalPERS for the Los Angeles Region. 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 for their respective eligible level of coverage.

1. PEMHCA Employer Mandated Contributions. The City shall contribute on behalf of each employee the mandated minimum sum as required per month toward the payment of premiums for medical insurance under the PEMHCA program. As the mandated minimum is increased, the City shall make the appropriate adjustments.

   The City is mandated under PEHMCA to make a contribution to retiree medical premiums. As allowed by the Government Code and the CalPERS Board, the City used the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The 2012 starting year unequal contribution for each retiree began at $1.00 per month. The City's mandated contribution for each annuitant shall be increased annually in compliance with Government Code section 22892(c), until the contribution for annuitants equals the contribution paid for employees. A retiree's right to receive a City contribution, and the City's obligation to make a mandatory contribution on behalf of retirees, shall only exist as long as the City contracts with CalPERS PEMHCA for medical insurance. In addition, while the City contracts with CalPERS PEMHCA, its obligation to make mandatory contributions on behalf of retirees, shall be limited to the minimum contribution required by law.

D. IRS Section 125 Benefit (Cafeteria) Plan. The City shall continue to provide payment of benefit premiums for employees covered by this Agreement under an IRS Section 125 Benefit Plan. The current core benefits include medical, dental, life, long-term disability insurance, and EAP coverage. Medical insurance is a benefit which a City employee is required to be enrolled in unless they are covered by another medical insurance plan with comparable coverage and/or meets minimum essential coverage as specified by the Affordable Care Act.

1. For the term of this Agreement, the City's maximum contribution shall be the sum of the monthly premiums as designated for each of the following categories:

   Employee only ("EE")
   Employee +1 Dependent ("EE +1")
   Employee +2 or more Dependents ("EE +2+")

   The maximum City contribution shall be based on the employee's enrollment in each plan. The employer mandated PEMHCA contribution is included in the sum of the CalPERS medical premium. If an employee enrolls in a CalPERS medical plan wherein the costs exceed the City's maximum contribution, the employee is responsible for all additional premiums through pre-tax payroll deductions. An employee is not entitled to any excess amount of premiums paid by the City on their behalf.

2. The City continues to provide other benefits coverage under an Employee Voluntary Benefits Program fully funded by the employee on a pre-tax basis in accordance with IRS regulations.

E. Employee Waiver of Medical Coverage. The City agrees to permit an employee to waive City sponsored medical coverage as follows:

1. The employee must present written proof to the Human Resources Office that they and their qualified dependent(s) are covered by another non-City sponsored group medical plan for the current plan year;

2. The employee must sign a statement acknowledging a waiver 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 eligible dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next announced Open Enrollment period or as otherwise required by law under COBRA provisions.

Effective May 10, 2016, the City agrees that the employee who qualifies to waive coverage shall receive three hundred dollars ($300.00) per month if waiver eligibility is for "Employee only" coverage, four hundred fifty dollars ($450.00) per month if waiver

eligibility is for “Employee +1” dependent coverage, or six hundred fifty dollars ($650.00) per month if waiver eligibility is for “Employee +2 or more” dependent coverage. The eligible amount will be paid to the employee as taxable earnings. A medical opt out election may only be made by an employee at the time of hire or during an announced open enrollment period for medical insurance changes effective January 1st.

Section 2. Dental Insurance.

A. HMO Dental Coverage. For the term of this Agreement, the City shall contribute thirty-one dollars and ninety-five cents ($31.95) per month towards an HMO 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 Premier Plan Coverage. Effective January 1, 2006 (start of new benefit year), the City increased the maximum benefit payable from one-thousand dollars ($1,000.00) to two-thousand dollars ($2,000.00) for each enrollee in each calendar year.

The Premier Plan is a self-funded plan administered by Delta Dental. Premiums are calculated annually based on prior year’s claims experience, administrative fees, and an industry trending projection. For the term of this Memorandum of Understanding, the City agrees to maintain the employee’s contribution rate of fifty-two percent (52%) towards monthly premium coverage. The City agrees to evaluate other Delta Dental plan options for implementation to reduce premiums or employee out of pocket costs as a result of changing to a three-tier rate structure (“Employee only,” “Employee plus one dependent,” and “Employee plus two or more dependents”).

Section 3. Life & Accidental Death and Dismemberment (AD&D) Insurance. Effective June 1, 2016, the City implemented an increase to the current basic life insurance and accidental death and dismemberment coverage. Each employee shall be covered with a fifty-thousand-dollar ($50,000.00) group life insurance policy benefit without evidence of insurability other than evidence of full-time employment with the City. Under the terms of the policy, benefit provisions are payable and determined by the insurance carrier.

Section 4. Long Term Disability Insurance. Effective July 1, 1997, each employee covered by this Agreement shall be enrolled in a Long-Term Disability Insurance program. Under the terms of this policy, benefit provisions are payable and determined by the insurance carrier.

Section 5. Employee Assistance Program (EAP). The City provides each employee an EAP benefit that provides emotional/well-being, work and life counseling services on a toll free 24 hour/7 days per week assistance.

A. The City agrees to structure a Peer Support Program for the Fire Dispatch Center that meets the needs of the Department and as approved by the Fire Chief. Such program will be structured through the City's EAP program resource(s) with some reference to the current program currently being offered by the Police Department. As soon as practicable, the City agrees to work towards implementation of the Peer Support Program for the Fire Dispatch Center by January 1, 2015 or within four (4) months of City Council adoption of this Agreement, whichever is later.

ARTICLE XIV

RETIREMENT

Section 1. CalPERS Retirement Plan. Employees covered by this Agreement participate in the California Public Employees Retirement System (CalPERS). Employee options are described in a contract between the City of Downey and the California Public Employees' Retirement System and are incorporated into this Memorandum of Understanding.

Section 2. First Tier Retirement Formula. Effective August 19, 2002, the City amended the CalPERS contract to provide the benefit known as 2.7% at 55 retirement formula, as set forth in California Government Code Section 21354.5.

A. In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employee's statutorily required member contribution of eight percent (8%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.

B. Effective the start of the pay period that includes April 1, 2025, employees in the first tier shall have deducted a total of seven percent (7%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).

C. Effective the start of the pay period that includes April 1, 2029, employees in the first tier shall have deducted a total of eight percent (8%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).

D. Should an employee be mandated by a change in law or other action to contribute any portion of the required employee (member) 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.

E. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

F. First tier benefits are available only to "Classic" members (i.e. those members that do not meet the statutory definition of "New Member" under the California Public Employees' Pension Reform act ("PEPRA"), specifically Government Code Section 7522.04 (f) and who were hired prior to October 10, 2012).

Section 3. Second Tier Retirement Formula. Effective January 11, 2012, the City amended the CalPERS contract to provide the benefit known as 2% at 60 second tier retirement formula, as set forth in Government Code Section 21353. This Second Tier Retirement Formula will not apply to "new members" as that term is defined by the Public Employees' Pension Reform Act of 2013.

A. Employees covered hereunder shall pay, on a pre-tax basis, the seven percent (7%) statutorily required member contribution to CalPERS.

B. This City has passed 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. Second tier benefits are available only to "classic" members (i.e. those members that do not meet the statutorily definition of "new member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Code Section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013.

Section 4. Third Tier ("PEPRA" Tier) Retirement Formula. Employees who meet the definition of "new member" set forth in Government Code Section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to, the following:

A. Retirement formula of 2% @ 62 (Government Code Section 7522.25):

B. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS (employee contribution is six and one-fourth percent (6.25%) for FY 2016-17).

C. There shall be no Employer Paid Member Contribution ("EPMC") by the City;

D. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code Section 7522.34; and

E. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

Section 5. Survivor/Death Benefits. Effective July 13, 2009, the City implemented the PERS contract amendment to include: (a) the Level 4 1959 PERS Survivor's Benefit program (section 21574) and (b) the Pre-Retirement Optional Settlement 2 Death Benefit (section 21548).

Section 6. City Contribution to Retiree Retirement Health Savings (RHS) Plan.

A. Contribution. Based on eligibility at retirement, the City will contribute ninety-eight dollars ($98.00) per month towards a retiree's RHS account. This contribution is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in California Government Code § 22892(c).

As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the City's previous retiree medical

contribution is revised to be a City contribution towards RHS plan to avoid an increase cost to the City's mandated contribution for retirees.

B. RHS Plan. An employee who retires from the City of Downey after January 1, 1989, shall be entitled to participate in the City sponsored medical plan and the City shall contribute up to a maximum of ninety-eight dollars ($98.00) per month toward the premium for employee only coverage under the City sponsored medical plans. As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the following revisions to this Section shall change as follows:

C. Eligibility Requirements. Subject to meeting eligibility criteria below, the maximum ninety-eight dollars ($98.00) per month 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 a CalPERS health plan, pursuant to CalPERS rules and regulations, and receive the monthly City contribution towards RHS Plan 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. At the time of retirement, the employee is employed by the City; and

3. Effective the day after official separation from the City the employee has been granted a retirement allowance by the California Public Employees' Retirement System.

4. The City's obligation to deposit up to a maximum of ninety-eight dollars ($98.00) per month 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:

    a. 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 employer. 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.

    b. 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 a 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.

c. 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. It is understood and agreed that the amount equivalent to the annual amount contributed by the City to an eligible retiree's RHS account, shall be included as an item of total compensation in survey comparisons.

E. 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 Section 9 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 retiree may not re-enroll in a City sponsored medical plan or otherwise forfeits the City's RHS contribution amount permanently.

In addition to the condition specified in E above, the City's deposit to a retirees 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 XV

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.

ARTICLE XVI

PROBATIONARY PERIOD

Section 1. Effective June 9, 2026, all new hires or promotional appointments will be tentative and subject to a probationary period of not less than twelve (12) 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 who is on probation for up to an additional three (3) months. During the probationary period an employee may be terminated at any time because of unsatisfactory performance. During the probationary period the employee's supervisor shall attempt to counsel the probationary employee on a periodic basis, prior to the end of the probationary period regarding their performance.

Section 2. If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Human Resources Office with 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 the services of the employee are deemed to be unsatisfactory and their employment is to be terminated at or before the expiration of the probationary period, the appointing authority shall notify such employee not later than two (2) weeks prior to the end 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 appointing power to file a statement that their services have been satisfactory, or at the discretion of the employee, shall be reinstated to the position from which they were promoted unless charges are filed and they are discharged in the manner provided in the Personnel Ordinance and the rules for positions in the classified service. If there are no vacancies in the position from which they were promoted, the provisions of Article XVII, shall apply.

ARTICLE XVII

SENIORITY

Section 1. Employee seniority is the length of continuous service of the employee with the City from their most recent date of hire or rehire.

Section 2.

A. No employee shall acquire any seniority until they have completed their probationary period.

B. When an employee has completed their probationary period, their seniority shall date from date of hire.

Section 3. Seniority shall apply between employees in a classification within a department for purposes of layoff and recall if, in the objective determination of the City, the employees' ability, competency, and skill are substantially equal.

Section 4. Any separation from service, other than an approved leave of absence or layoff, shall cause the employee to lose their seniority rights.

Section 5. An employee who is laid off shall retain their seniority rights to recall for a period of one (1) year.

Section 6. Seniority Bidding.

A. With respect to work assignments of covered employees in the Police Department, work shifts, days off and vacation will be based upon seniority within classifications. Shift selection procedures involving employee bidding based upon seniority shall be implemented regularly, provided the Chief of Police shall retain the authority and discretion to assign individual Communications Operators to shift scheduling without regard to seniority to ensure that a balance of experienced personnel are assigned to the respective shifts or to otherwise meet the needs of the department.

B. If, in the opinion of the Chief of Police, it should become necessary to establish shift assignment procedures departing from seniority bidding, the Chief of Police shall give written notice of such change as far in advance as practical. Prior to implementing such a general change, the Chief of Police shall meet and confer with the Association regarding the impact of the decision.

ARTICLE XVIII

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 provisions of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of Management, as they are not abridged by this Agreement 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 existence or non-existence of facts which are the basis of the Management decision.

C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.

D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.

E. Methods of financing.

F. Types of equipment or technology to be used.

G. 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.

H. 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.

I. 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.

J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.

K. To establish and modify productivity and performance programs and standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

L. To discharge, suspend, demote, or otherwise discipline employees for proper cause.

M. To determine job classifications and to reclassify employees.

N. 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.

O. To determine policies, procedures and standards for selection, training and promotion of employees.

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 Agreement.

R. To take any and all necessary action to carry out the mission of the Agency in emergencies.

Section 2. Except in emergencies as defined in Article XXVI, 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 Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Agreement or in the personnel or departmental rules and regulations and/or salary resolutions. By agreeing to meet and confer 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 or capricious or invidiously or discriminatory manner or in such a manner as to imperil the health and/or safety of the employees.

ARTICLE XIX

EMPLOYEE ORGANIZATION 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.

Section 3. Release Time for Meet and Confer. The Association may select a maximum of three (3) members to attend scheduled meetings with the Human Resources Director or other management representatives on subjects within the scope of representation during regular work hours. In addition, they may meet for a maximum of one (1) hour per meet and confer session for the purpose of preparation of such sessions.

ARTICLE XX

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 Agreement they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action withholding or refusing to perform services.

Section 2. The City agrees that it shall not lockout its employees during the term of this Agreement. 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 Agreement 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 Employee Relations Ordinance in this Agreement including, but not limited to, right of access, check-off, the use of the City 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 Agreement and unlawful and they must immediately cease engaging in conduct prohibited in A and return to work.

Section 2. If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents, representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 above.

ARTICLE XXI

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 Agreement, personnel rules, or departmental rules and regulations.

Section 2. Conduct of the Grievance Procedure.

A. 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. The employee shall not suffer any reprisal from management for utilizing the grievance procedure set forth herein.

B. Any retroactivity on monetary grievances shall be limited 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.

C. 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 Steps. The grievance procedure shall provide for the following steps; except for grievances that are a result of disciplinary action, which shall begin at Step Two.

Step One. Informal Procedure. An employee must attempt first to resolve a grievance through discussion with their immediate supervisor within ten (10) working days from the date of the alleged incident or action giving rise to the grievance on an informal basis. 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 supervisor, if any, and their department head, if necessary. 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

department head concerned. In order that their informal procedure may be responsive, all parties involved shall expedite their process. In no case may more than thirty (30) days elapse from the date of the alleged incident or action giving rise to the grievance, and the filing of a written grievance in Step Two, or the grievance shall be barred and waived.

Step Two. Department Head Response. If the grievance is a result of disciplinary action which has been processed through the "Skelly Process", or if the grievance is not resolved in Step One, or if no answer has been received within five (5) working days from the presentation of the oral grievance, the employee may, within thirty (30) working days from the date of the incident giving rise to the grievance, present the grievance in writing to their department head. Failure of the employee to take this action will constitute termination of the grievance. The department head shall further review and discuss the grievance with the employee and shall render its decision and comments, in writing, and return them to the employee within ten (10) working days after receiving the grievance.

Step Three. Management Representative. If the grievance is not resolved in Step Two, or if no answer has been received within time limits established in Step Two, the employee may within ten (10) working days, present the grievance in writing to the designated management representative for processing. Failure of the employee to take this action will constitute termination of the grievance. In the event the employee is not being represented by a recognized employee organization, the designated management representative shall attempt to resolve the grievance. If the employee is being represented by a recognized employee organization, the designated management representative shall convene a joint meeting of the recognized employee organization and himself, within five (5) working days, in an attempt to resolve the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, management shall advise the employee and/or employee organization, in writing, within ten (10) working days as to its position on the grievance.

Step Four. Grievance Hearing. If the grievance is not resolved in Step Three, the employee may, within ten (10) working days of the receipt of the written position from management representatives, present a "request for hearing" in writing to the Human Resources Director. However, the only grievances which may be submitted for review are matters which have resulted in a suspension without pay, reduction in pay, demotion, termination, or otherwise have monetary value to the employee. Failure of the employee to take this action will constitute termination of the grievance. With the approval of the Personnel Advisory Board, 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 XXII

MISCELLANEOUS

Section 1. Substance Abuse Policy. The City of Downey and the Association have a vital interest in maintaining safe, healthful 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 employees and citizens. The purpose of this section 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. This prohibition shall not apply to legitimate undercover activities of Police Officers that are undertaken in accordance with the direction of the Police Department.

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 National Institute on Drug

Abuse and comply with established guidelines for "chain of custody" to insure 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 that 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 a 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. Transfer Rights. The City agrees that if an employee's current supervisor or department head does not approve an employee's transfer to another department who has offered that employee a position, the employee may appeal the decision to the Human Resources Director.

Section 3. Labor-Management Committee. Representatives of the Association and management shall meet on a quarterly basis for purposes of improving communication and resolving labor relations matters. Agendas shall be agreed upon in advance, with both parties having equal opportunity to submit items. Any matter agreed upon by both parties may be discussed; but discussion does not constitute waiver of access to the grievance process. Chairmanship of the committee shall be alternated among the parties.

Section 4. Post Training. The City shall endeavor to have at least two (2) Public Safety Dispatchers who have completed P.O.S.T. training in the Police Communications Center.

Section 5. Appointment to Unit Positions. If there are two (2) or more regular full-time employees assessed as meeting the qualifications for a vacant position and who have expressed interest in writing to fill an authorized vacancy in a higher paid position represented by the Association (excluding Parking Enforcement Officer) the City agrees to conduct a closed promotional recruitment. Written interest must be provided within an announced five (5) working day period. If there are less than two (2) qualified internal applicants per vacant position, the City may proceed with conducting an open/competitive recruitment or filling the vacancy utilizing an existing eligibility list at the discretion of the Police Chief.

ARTICLE XXIII

SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and memoranda of understanding, or memoranda 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 Agreement is not intended to conflict with federal or state law.

Section 2. Notwithstanding the provisions of Section 1 above, there exists within the City of Downey, certain personnel resolutions, ordinances and departmental rules and regulations. To the extent that this Agreement does not specifically contravene provisions of these personnel resolutions, ordinances, departmental rules and regulations; such personnel resolutions, ordinances and departmental rules and regulations are specifically incorporated herein.

ARTICLE XXIV

WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

During the term of this Agreement, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment; whether or not covered by this Agreement or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Agreement. Regardless of the waiver contained in this Article, the parties may:

1. By mutual agreement, in writing, agree to meet and confer about any matter during the term of this Agreement.

2. Meet and confer in accordance with Article XVIII, Section 2.

ARTICLE XXV

RE-OPENER

Section 1. 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 XXVI

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules or Resolutions of the City, which 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 Agreement and any personnel rules and policies.

ARTICLE XXVII

SEPARABILITY

Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, or by applicable laws, statutes, ordinances and regulations of the United States of America and the State of California, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVIII

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Agreement shall commence on April 1, 2026, and shall continue in full force and effect until March 31, 2030.

ARTICLE XXIX

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Agreement 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 Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 23rd day of June, 2026.

CITY OF DOWNEY:

By: _____
James McQueen
Human Resources Director

DOWNEY POLICE SAFETY AUXILIARY ASSOCIATION

By: _____
Lee Cole, President

By: _____
Leonor Marroquin, Vice President

By: _____
Cathleen Tanori, Treasurer

By: _____
Jean Pominville, Secretary

By: _____
Jessica Jimenez-Jones
Member-at-Large

By: _____
Anita Pena, Member-at-Large

APPROVED AS TO FORM:

By: _____
John M. Funk, City Attorney

EXHIBIT A

CLASSIFICATIONS REPRESENTED BY THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION

Code Enforcement Officer
Community Services Officer
Crime Analyst
Fingerprint Evidence Technician
Forensic Specialist
Forensic Supervisor
Neighborhood Preservation Coordinator
Parking Enforcement Officer
Police Aide II
Police Dispatch Supervisor
Police Records Specialist I
Police Records Specialist II
Property and Evidence Technician
Public Safety Dispatcher
Regional Fire Communications Lead Operator
Regional Fire Communications Operator
Senior (Police) Dispatch Supervisor
Street Sweeping Enforcement Officer

EXHIBIT B

PAY SCHEDULE

Pay Schedule Effective June 22, 2026					
Position Title	**A**	**B**	**C**	**D**	**E**
Code Enforcement Officer	33.2277	35.0552	36.9830	39.0177	41.1637
Community Services Officer	25.8955	27.3193	28.8223	30.4076	32.0799
Crime Analyst	41.9385	44.2453	46.6786	49.2460	51.9544
Forensic Specialist	37.7679	39.8447	42.0364	44.3484	46.7877
Forensic Supervisor	48.4725	51.1386	53.9512	56.9184	60.0492
Parking Enforcement Officer	21.9083	23.1136	24.3847	25.7260	27.1336
Police Dispatch Supervisor	44.3182	46.7558	49.3275	52.0398	54.9025
Police Records Specialist I	22.1200	23.3372	24.6203	25.9750	27.4027
Police Records Specialist II	23.3438	24.6272	25.9824	27.4109	28.9193
Property & Evidence Technician	27.2648	28.7643	30.3464	32.0158	33.7760
Public Safety Dispatcher	30.3448	32.0139	33.7743	35.6322	37.5924
Regional Fire Communications Operator	30.3448	32.0139	33.7743	35.6322	37.5924
Regional Fire Communications Lead Operator	36.6237	38.6379	40.7631	43.0051	45.3343

Pay Schedule Effective June 21, 2027					
Position Title	**A**	**B**	**C**	**D**	**E**
Code Enforcement Officer	34.8891	36.8080	38.8322	40.9686	43.2219
Community Services Officer	27.1903	28.6853	30.2634	31.9280	33.6839
Crime Analyst	44.0354	46.4576	49.0125	51.7083	54.5521
Forensic Specialist	39.6563	41.8369	44.1382	46.5658	49.1271
Forensic Supervisor	50.8961	53.6955	56.6488	59.7643	63.0517
Parking Enforcement Officer	23.0037	24.2693	25.6039	27.0123	28.4903
Police Dispatch Supervisor	46.5341	49.0936	51.7939	54.6418	57.6476
Police Records Specialist I	23.2260	24.5041	25.8513	27.2738	28.7728
Police Records Specialist II	24.5110	25.8586	27.2815	28.7815	30.3653
Property & Evidence Technician	28.6280	30.2025	31.8637	33.6166	35.4648
Public Safety Dispatcher	31.8620	33.6146	35.4630	37.4138	39.4720
Regional Fire Communications Operator	31.8620	33.6146	35.4630	37.4138	39.4720
Regional Fire Communications Lead Operator	38.4549	40.5698	42.8013	45.1554	47.6010

Pay Schedule Effective June 19, 2028					
Position Title	**A**	**B**	**C**	**D**	**E**
Code Enforcement Officer	36.6336	38.6484	40.7738	43.0170	45.3830
Community Services Officer	28.5498	30.1196	31.7766	33.5244	35.3681
Crime Analyst	46.2372	48.7805	51.4631	54.2937	57.2797
Forensic Specialist	41.6391	43.9288	46.3451	48.8941	51.5835
Forensic Supervisor	53.4409	56.3803	59.4812	62.7525	66.2043
Parking Enforcement Officer	24.1539	25.4828	26.8841	28.3629	29.9148
Police Dispatch Supervisor	48.8608	51.5483	54.3836	57.3739	60.5300
Police Records Specialist I	24.3873	25.7293	27.1439	28.6375	30.2114
Police Records Specialist II	25.7366	27.1515	28.6456	30.2206	31.8836
Property & Evidence Technician	30.0594	31.7126	33.4569	35.2974	37.2380
Public Safety Dispatcher	33.4551	35.2953	37.2362	39.2845	41.4456
Regional Fire Communications Operator	33.4551	35.2953	37.2362	39.2845	41.4456
Regional Fire Communications Lead Operator	40.3777	42.5983	44.9414	47.4132	49.9811

Pay Schedule Effective June 18, 2029					
Position Title	**A**	**B**	**C**	**D**	**E**
Code Enforcement Officer	38.4653	40.5808	42.8125	45.1679	47.6522
Community Services Officer	29.9773	31.6256	33.3654	35.2006	37.1365
Crime Analyst	48.5491	51.2195	54.0363	57.0084	60.1437
Forensic Specialist	43.7211	46.1252	48.6624	51.3388	54.1627
Forensic Supervisor	56.1130	59.1993	62.4553	65.8901	69.5145
Parking Enforcement Officer	25.3616	26.7569	28.2283	29.7811	31.4105
Police Dispatch Supervisor	51.3038	54.1257	57.1028	60.2426	63.5565
Police Records Specialist I	25.6067	27.0158	28.5011	30.0694	31.7220
Police Records Specialist II	27.0234	28.5091	30.0779	31.7316	33.4778
Property & Evidence Technician	31.5624	33.2982	35.1298	37.0623	39.0999
Public Safety Dispatcher	35.1279	37.0601	39.0980	41.2487	43.5179
Regional Fire Communications Operator	35.1279	37.0601	39.0980	41.2487	43.5179
Regional Fire Communications Lead Operator	42.3966	44.7282	47.1885	49.7839	52.4802

Item No. 17.

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:	**JUNE 23, 2026**
SUBJECT:	**ENGINEER'S REPORT FOR ASSESSMENTS WITHIN LIGHTING AND LANDSCAPING ASSESSMENT DISTRICT 121 FOR FISCAL YEAR 2026-2027 AND SETTING DATE OF PUBLIC HEARING FOR THE ADOPTION OF THE ANNUAL LEVY**

EXECUTIVE SUMMARY

The City Council will consider adopting Resolution No. 26-8367, approving the Engineer's Report for Assessments within the Lighting and Landscaping District, Assessment District 121, and Resolution No. 26-8368, declaring the City Council's intention of levying and collecting the assessments from the property owners, and setting the date of public hearing for July 28, 2026 to adopt the proposed annual levy. The annual Engineer's Report for the Fiscal Year (FY) 2026-2027 Lighting & Landscaping Assessment District (AD121) is complete. This report contains the methodology and supporting calculations for determining the assessment rates to be levied against the property owners located within the district during FY 2026-2027 for the owners' pro-rata shares of the estimated implementation, maintenance, and operating costs of the City's street lights, traffic signals, and street landscaping.

RECOMMENDATION

That the City Council:

1. Adopt Resolution No. 26-8366, approving the Engineer's Report for Assessments within the Lighting and Landscaping District, Assessment District 121, for Fiscal Year 2026-2027; and,

2. Adopt Resolution No. 26-8367, declaring its intention to Levy and Collect Lighting and Landscaping Assessments within the Lighting and Landscaping District, Assessment District 121, for Fiscal Year 2026-2027; and setting a Public Hearing for July 28, 2026 on the proposed assessments.

BACKGROUND

There are 6,659 street lights that provide illumination for vehicular traffic and pedestrian safety in the City. Of the said total, a total of 2,148 street lights are owned by the City, 57 are owned by Caltrans, 45 are shared with other municipalities, and 4,409 are owned by Southern California Edison Company (SCE). There is also a total of 672 safety lights within the City located at signalized intersections and pedestrian facilities, 542 of which are City-owned, 41 are owned by the state, and 89 are shared with adjoining agencies. Similarly, the City has a total of 115 traffic signals, including 9 that are operated and maintained by Caltrans, and 14 that are shared with adjoining agencies. In addition, the City has a total of 26 (13-pair) flashing beacons and 28 solar-powered vehicle speed feedback signs.

The costs for maintaining and operating the traffic signals, street lights, safety lights, flashing beacons and vehicle speed feedback signs are paid from a combination of assessments on individual parcels under Lighting and Landscaping Assessment District (AD) 121, originally established by the City Council in accordance with the provisions of Landscaping and Lighting Act of 1972 (Act) on July 18, 1978, as well as revenues from general property taxes, also referred to as Ad Valorem Tax. These assessments appear on the Los Angeles County property tax bills.

Funding for on-street landscaping maintenance is also paid from direct assessments under the same Act. This assessment provides funds for tree trimming, tree removals, and tree planting along parkways and medians of public streets and City-owned rights-of-way in the City of Downey.

ANALYSIS

Pursuant to the adoption of Resolution No. 26-8352 adopted by the City Council on May 26, 2026, the Annual Engineer's Report for FY 2026-2027, attached hereto as Exhibit "A" of Attachment A, is complete and ready for City Council consideration and approval. The Engineer's Report contains the methodology used to determine the assessment rates of the various zones within AD 121 for the subsequent fiscal year beginning July 1 based on the total number of dwelling units for residential uses, total square footage for non-residential uses, and total projected expenditures within each zone.

A total of 112 residential parcels will be added to the District this fiscal year as a result of the City's Residential Street Lighting Project. The parcels will be added to Zone 1 by virtue of their residential uses. The residential parcels each involve single family dwelling units located on the 9100-9200 block of Manzanar Ave., the 8200 block of Blandwood Rd. and the 12100-12200 block of Dunrobin Ave.

For purposes of calculating the assessments, the District is divided into seven zones. A summary of the zones, including the maximum assessment rates for individual residential parcels and commercial areas is provided in Table 1.

DISTRICT CHANGES FOR FISCAL YEAR 2025-2026

For FY 2025-2026, there are no notable or substantial changes to the District boundaries and/or improvements since the adoption of the FY 2025-2026 Annual Engineer's Report.

Table 1 - Summary of Zones

Zone	Description	Lights	Funding Sources	Maximum Assessment
I.	Lighting of public roadways adjacent to residential properties, but not including motels and hotels.	4,279	General Property Tax & Direct Assessment	$21.41/du (1-20 units) $10.70/du (21-60) $5.35/du (61-109) $2.68/du (110-460)
II.	Lighting of public roadways adjacent to commercial and industrial properties.	2,228	General Property Tax & Direct Assessment	$114.90/10 ksf (1-200 ksf) $38.30/10 ksf (200 ksf+)

III.	Lighting of public roadways at intersections, including traffic signals throughout the City.	672 Safety Lights,115 Traffic Signals,26 Beacons,28 VSF signs	General Property Tax Direct Assessment	*Residential:* &$18.80/du (1-4 units) $11.28/du (5 *Commercial/Industrial:* $37.35/10 ksf
IV.	For installation of new lighting in Zones I and II as requested by petition.	N/A	General Property Tax & Direct Assessment	Varies by Location
V.	Lighting of public roadways next to Regional Shopping Center	99	General Property Tax & Direct Assessment	$21.28/10 ksf
VI.	Lighting of public roadways next to commercial properties on north side of Firestone Bl. from Old River School Rd to the West City Limit, and on south side of Firestone Bl. from 250 feet west of Arnett St. to the West City Limit.	53	General Property Tax & Direct Assessment	$45.47/10 ksf
L.	Landscaped maintenance along public streets and right-of-way.	N/A	General Property Tax & Direct Assessment	Residential: $7.32/du (1-4 units) $4.40/du (5+ units) Commercial/Industrial: $14.10/10 ksf

ksf = 1,000 square feet; du = dwelling unit, N/A = Not Applicable

ELECTRICITY RATES

Energy costs are a combination of SCE charges. SCE utilizes an “LS” rate schedule for street lights, with rates for SCE-owned lighting (LS-1) higher than for City-owned equipment (LS-2 & LS-3). The SCE “OL-1” rate is for non-highway area lighting, whereas the “TC-1” rate schedule applies to traffic control signals and corresponding intersection lighting. A conservative estimated of a five percent increase in energy rates was assumed for Calendar Year (CY) 2027 and are summarized below in Table 2, along with the actual rates during CY 2026.

Table 2 - Summary of Energy Charge (cents/kilowatt-hour)

Rate	CY 2026 Actual	CY 2027 Estimated	% Increase
Street Lights (LS-1, LS-2, and OL-1)	13.2	13.9	5.0
Street Lights (LS-3)	6.8	7.1	5.0

Traffic Signals (TC-1)	13.9	14.6	5.0

CAPITAL PROJECT, OPERATING, & MAINTENANCE COSTSAs indicated in Table 3 below, the estimated cost for operating, maintaining and upgrading the street lighting, traffic signals and landscaping in all seven zones for FY 2026-2027 is $4,043,842, a $905,441 increase compared to the FY 2025-2026 adopted budget amount of $3,138,401. Current and anticipated SCE energy rates are incorporated into the FY 2026-2027 cost estimates for all street lighting and traffic signal zones. Table 3 also provides historical expenses by zone. In Zone III, costs are expected to increase by $524,536 in FY 2026-2027 compared to the current fiscal year. Consequently, an estimated negative balance of $1,133,449 in this zone by June 30, 2026 is anticipated. In Zone L, costs are expected to decrease by $11,465. However, an estimated negative balance of $5,105,414 in this zone by June 30, 2026 is still anticipated mainly due to historic increases in street landscaping maintenance costs and funds budgeted to cover contingencies and reserves.

Table 3 - Expenditure History

	FY2026-27 Proposed Budget	**FY 2025-26 Adopted Budget**	**FY 2024-25 Actual**	**FY 2023-24 Actual**	**FY 2022-23 Actual**
Zone I	$816,718	$632,729	$416,599	$884,396	$415,346
Zone II	$571,878	$363,724	$387,229	$577,702	$263,921
Zone III	$1,744,996	$1,220,460	$1,126,492	$1,190,263	$838,486
Zone IV	$1,447	$466	$1,116	$10,400	$1,267
Zone V	$4,094	$5,738	$4,837	$17,500	$3,809
Zone VI	$4,020	$3,130	$1,735	$13,000	$3,048
Zone L	$900,689	$912,154	$825,126	$819,200	$806,734
Total	**$4,043,842**	**$3,138,401**	**$2,763,134**	**$3,512,461**	**$2,332,611**

ASSESSMENT RATES

The assessment rates can be adjusted up or down on an annual basis as long as the rates do not exceed the maximum established rates. The adjustments are made to ensure adequate funding is available to cover anticipated costs.

Since FY 2018-2019, a number of assessment rate increases and decreases have been made. A history of the rates since FY 2018-2019, as well as proposed rates and full assessments for the seven zones, are presented in Table 4 on page 7 of this report.

Overall, costs to operate, maintain, and upgrade the District are expected to increase in FY 2026-2027. There continues to be a lack of revenue growth from additional sources (general property or Ad Valorem taxes and interest income). In addition, 112 properties have been annexed into the district during the current fiscal year, all of which are located in Zone 1.

The number of newly-annexed parcels contributing the District during the current FY 2025-2026 has increased by 112 parcels, each of which are residential uses in Zone 1. The residential parcels added to Zone I are located on the 9100-9200 block of Manzanar Ave., the 8200 block of Blandwood Rd. and the 12100-12200 block of Dunrobin Ave.

Table 5 provides a summary of the funding sources, estimated costs, and year-end balances for FY 2025-2026 and projected costs and funding sources for FY 2026-2027.

In Zone III, generally increasing traffic signal, safety lighting, flashing beacon, and vehicle speed feedback sign maintenance and operating costs have resulted in a negative balance over the past several years. As of June 30, 2026, an estimated negative balance of $1,133,449 is anticipated (see Table 5). At this time, both residential and commercial properties in Zone III are charged the maximum set rates, and Zone III receives no Ad Valorem property tax. The estimated FY 2026-2027 costs for the maintenance and operations of traffic signals, safety lights, flashing beacons, and vehicle speed feedback signs and assessment revenues based on the maximum allowable rates will leave this zone with an estimated negative balance of $1,327,742 through the end of FY 2026-2027.

For Zone L, with hundreds of trees planted or to be planted through street improvement projects as well as recent tree-planting projects associated with the I-5 Freeway Widening Project and Cal-Fire grant, street landscape maintenance costs are continuing to increase. As of June 30, 2025, a negative balance of $5,105,414 is anticipated (see Table 5). At this time, both residential and commercial properties in Zone L are charged the maximum set rates and Zone L receives no Ad Valorem property tax revenue. The estimated FY 2026-2027 costs for the maintenance of the City's trees and assessment revenues based on the maximum allowable rates will leave this zone with an estimated negative balance of $6,090,641 through the end of FY 2026-2027.

Due to recurring negative balances in various zones over the past several years, the District has been subsidized by the General Fund from time to time, and in order for the District to operate in a self-sustaining manner, each of the zones may require rate increases through a Proposition 218 proceeding in order to offset future expenditures, particularly if there are any zones with recurring negative balances.

A more detailed summary of the funding breakdown, operational cost, and fund balances is provided in Table 5, as well as the Engineer's Report.

SETTING ASSESSMENT RATES

Pursuant to the Landscaping and Lighting Act of 1972, the City collects assessments for lighting improvements, maintenance and energy costs; traffic signal maintenance and energy costs, and landscaping maintenance of public trees on City streets and rights-of-way. Direct assessments are distributed based on the special benefit each property receives. Since streets provide vehicular and pedestrian access to properties, the special benefit is apportioned based on the number of trips generated by each parcel.

The California Streets and Highways Code requires the City Council to adopt resolutions and hold a public hearing each year to set the assessment rates for the various zones within the Lighting and Landscaping Assessment District for the ensuing year. From these rates, assessments are calculated and levied against the properties in the District. The City coordinates with the Los Angeles County Auditor-Controller's Office to include applicable assessments and adjustments on property tax bills in order to collect the assessment revenues.

Table 4 - History of Assessment Collection Rates by Fiscal Year

ASSESSMENT ZONES	26-27 (Prop.)	25-26	24-25	23-24	22-23	21-22	20-21	19-20	18-19	MAX.
Zone I 1-20 units ($/DU)	$21.41	$21.41	$21.41	$21.41	$21.41	$0.00	$0.00	$0.00	$0.00	$21.41
21-60 units ($/DU)	$10.70	$10.70	$10.70	$10.70	$10.70	$0.00	$0.00	$0.00	$0.00	$10.70
61-109 units ($/DU)	$5.35	$5.35	$5.35	$5.35	$5.35	$0.00	$0.00	$0.00	$0.00	$5.35
110-460 units ($/DU)	$2.68	$2.68	$2.68	$2.68	$2.68	$0.00	$0.00	$0.00	$0.00	$2.68
Zone II 1-200,000 S.F. ($/10KSF)	$114.90	$114.90	$114.90	$114.90	$114.90	$114.90	$114.90	$114.90	$114.90	$114.90
200,001 + S.F. ($/10KSF)	$38.30	$38.30	$38.30	$38.30	$38.30	$38.30	$38.30	$38.30	$38.30	$38.30
Zone III 1-4 units ($/DU)	$18.80	$18.80	$18.80	$18.80	$18.80	$18.80	$18.80	$18.80	$18.80	$18.80
5+ units ($/DU)	$11.28	$11.28	$11.28	$11.28	$11.28	$11.28	$11.28	$11.28	$11.28	$11.28
All sizes ($/10KSF)	$37.35	$37.35	$37.35	$37.35	$37.35	$37.35	$37.35	$37.35	$37.35	$37.35
Zone IV (N/A)	-	-	-	-	-	-	-	-	-	-
Zone V All sizes ($/10KSF)	$21.28	$21.28	$21.28	$21.28	$21.28	$0.00	$0.00	$0.00	$0.00	$21.28

Zone VI All sizes ($/10KSF)	$45.47	$45.47	$45.47	$45.47	$45.47	$45.47	$45.47	$45.47	$45.47	$45.47
Zone L 1-4 units (($/DU)	$7.32	$7.32	$7.32	$7.32	$7.32	$7.32	$7.32	$7.32	$7.32	$7.32
5+ units ($/DU)	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40
All sizes ($/10KSF)	$14.10	$14.10	$14.10	$14.10	$14.10	$14.10	$14.10	$14.10	$14.10	$14.10

Prop. = proposed, DU = dwelling unit, S.F. = square feet, KSF = thousand square feet

Table 5 – Financial Summary

	Zone I	Zone II	Zone III	Zone IV	Zone V	Zone VI	Zone L	Total
BALANCE AS OF 6/30/23	*4,488,531*	*219,820*	*(809,551)*	*483,800*	*138,562*	*(1,401)*	*(3,609,636)*	*910,125*
FY 2023/2024								
Interest Earned	4,626	2,299	6,897	129	184	83	8,782	23,000
Misc Revenue	-	-	-	-	-	-	-	-
Property Tax	720,000	207,000		28,000	8,000	-	-	963,000
Funds Available	5,213,157	429,119	(802,654)	511,929	146,746	(1,318)	(3,600,854)	1,896,125
Assessment Levy	695,000	455,000	749,000		6,000	9,000	286,000	2,200,000
Funds + Levy	5,908,157	884,119	(53,654)	511,929	152,746	7,682	(3,314,854)	4,096,125
Expenditures	439,096	363,588	1,118,095	2,120	5,305	2,120	801,456	2,731,780
BALANCE AS OF 6/30/24	*5,469,061*	*520,531*	*(1,171,749)*	*509,809*	*147,441*	*5,562*	*(4,116,310)*	*1,364,345*
FY 2024/2025								
Interest Earned	13,045	6,484	19,451	363	519	233	24,766	64,861
Misc Revenue	1,058	526	1,579	28	42	20	2,011	5,264
Property Tax	695,000	219,291		29,044	6,000			949,335
Funds Available	6,178,164	746,832	(1,150,719)	539,244	154,002	5,815	(4,089,533)	2,383,805
Assessment Levy	754,500	685,062	748,551		5,800	9,000	285,883	2,488,796
Funds + Levy	6,932,664	1,431,894	(402,168)	539,244	159,802	14,815	(3,803,650)	4,872,601
Expenditures	416,599	387,229	1,126,492	1,116	4,837	1,735	825,126	2,763,134
BALANCE AS OF 6/30/25	*6,516,065*	*1,044,665*	*(1,528,660)*	*513,757*	*154,965*	*13,080*	*(4,628,776)*	*2,085,096*
FY 2025/2026								
Est. Interest Earned	15,135	7,524	22,569	421	602	271	28,736	75,258
Est. CIP/Reserve Fund Collection	200,000	100,000	160,000					460,000
Est. General Benefit Expenses	121,086	137,550	552,682		1,187	1,163	88,958	902,625
Est. Misc Revenue	3,706	1,844	5,532	98	148	68	7,043	18,439
Est. Property Tax	699,123	189,234		29,824	8,220			926,401
Est. Funds Available	7,555,115	1,480,817	(787,877)	544,100	165,122	14,582	(4,504,039)	4,467,819
Est. Assessment Levy	774,045	477,869	759,792	-	5,399	8,552	288,206	2,313,863
Est. Funds + Levy	8,329,160	1,958,686	(28,085)	544,100	170,521	23,134	(4,215,833)	6,781,682
Est. Expenditures	605,428	458,500	1,105,364	1,342	3,956	3,876	889,581	3,068,047
BALANCE AS OF 6/30/26	*7,723,732*	*1,500,186*	*(1,133,449)*	*542,758*	*166,565*	*19,258*	*(5,105,414)*	*3,713,635*
FY 2026/2027								
Est. Interest Earned	13,280	6,601	19,802	369	528	238	25,212	66,030
Est. CIP/Reserve Fund Collection	776,471	278,761	132,768	29,178	11,615	5,893	(499,666)	735,020
Est. General Benefit Expenses	161,086	167,550	632,682		1,187	1,163	88,958	1,052,626
Est. Misc Revenue	3,780	1,881	5,643	100	151	69	7,184	18,808
Est. Property Tax	713,105	193,019		30,420	8,384			944,928
Est. Funds Available	9,391,454	2,147,998	(342,554)	602,825	188,430	26,621	(5,483,726)	6,531,047
Est. Assessment Levy	703,929	474,812	759,808		5,849	8,537	293,774	2,246,709
Est. Funds + Levy	10,095,383	2,622,810	417,254	602,825	194,279	35,158	(5,189,952)	8,777,756
Budget Request	816,718	571,878	1,744,996	1,447	4,094	4,020	900,689	4,043,842
BALANCE AS OF 6/30/27	*9,278,665*	*2,050,932*	*(1,327,742)*	*601,378*	*190,185*	*31,138*	*(6,090,641)*	*4,733,914*

CITY COUNCIL PRIORITIES

Fiscal Responsibility

FISCAL IMPACT

The approval of the recommended action will result in the City's use of Lighting and Landscaping Assessment District 121 funds to cover for FY 2026-2027 District expenses. It is estimated that the District will use $944,928 in general Ad Valorem property tax funds designated specifically for street light operations and maintenance, $66,030 in interest earned from reserves in the Street Lighting Fund, and $2,246,709 from direct assessments. A summary of the funding sources, estimated costs, and year-end balance for FY 2025-2026 and the projected costs and funding sources for FY 2026-2027 is provided in Table 5. Although other sources of revenue, such as rental, interest, and property taxes will continue to be used to pay for expenditures in the District, none of the proposed collections will exceed the maximum assessment rates.

Attachments

ATTACHMENT A - Resolution No. 26- 8367 - Approving Engineer's Report for LLAD No. 121.pdf

ATTACHMENT B - Resolution No. 26- 8368 - Declaring Intention to Levy and Collect Lighting & Landscaping Assessments (AD 121).pdf

ATTACHMENT C - Properties added to Lighting and Landscping Assessment District No. 121 during Fiscal Year 2025-2026.pdf

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE ENGINEER'S REPORT FOR ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPING ASSESSMENT DISTRICT NO. 121 FOR FISCAL YEAR 2026-2027

WHEREAS, by Resolution No. 26-8352, the City Council of the City of Downey ordered the preparation of an Engineer's Report in connection with the levying and assessment for Fiscal Year 2026-27 on properties within the Downey Lighting and Landscaping Assessment District No. 121, as required by state law; and

WHEREAS, the City Council has now reviewed and examined the Engineer's report attached hereto as Exhibit "A".

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

SECTION 1. The Engineer's Report, entitled "City of Downey Fiscal Year 2026/27 Engineer's Report For: Lighting and Landscaping Assessment District No. 121," attached hereto as Exhibit "A", was prepared pursuant to Resolution No. 26-8352, and filed with the City Clerk on June 23, 2026. The report contains all matters required by the Landscaping and Lighting Act of 1972, specifically Sections 22620 through 22631 of the California Streets and Highways Code with respect to the levy of assessments for Fiscal Year 2026-2027 and is hereby approved.

SECTION 2. This Resolution shall take effect immediately. The City Clerk shall certify to the adoption of this Resolution.

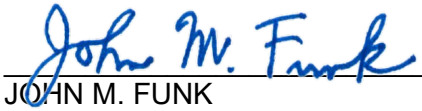
APPROVED AND ADOPTED this 23rd day of June, 2026.

_____
CLAUDIA M. 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 23rd day of June, 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

Exhibit A

Engineer's Report

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

CITY OF DOWNEY

Fiscal Year 2026/27 Engineer's Report For:

Lighting and Landscaping Assessment District No. 121

May 2026

NBS
helping communities fund tomorrow since 1996
nbsgov.com

Exhibit "A"

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

TABLE OF CONTENTS

1. ENGINEER'S LETTER i

2. INTRODUCTION 1

2.1 Background 1

2.2 Engineer's Report Contents 1

3. PLANS AND SPECIFICATIONS 3

3.1 Description of Boundaries of the District 3

3.2 Description of Improvements and Services 4

4. BENEFITS FROM IMPROVEMENTS 7

4.1 Special Benefits Identified 7

4.2 General Benefits Identified 7

5. QUANTIFICATION OF BENEFIT 11

5.1 Estimated Assessment and Apportionments 11

6. ESTIMATE OF COSTS 15

6.1 Fiscal Year 2026/27 Cost Estimates 15

7. METHOD OF ASSESSMENT 18

8. ASSESSMENT DIAGRAMS 19

9. ASSESSMENT ROLL 22

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

1. ENGINEER'S LETTER

On May 26, 2026, the City Council of the City of Downey (the "City"), pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 et seq.) (the "1972 Act"), adopted its Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and ordered the preparation of Engineer's Reports for the City's Lighting and Landscaping Assessment District No. 121 (the "District" or "Assessment District") for Fiscal Year ("FY") 2026/27.

The Resolution Initiating Proceedings directed NBS to prepare and file an Annual Report for the FY 2026/27 pursuant to the requirements of the 1972 Act. This Annual Report presents the plans and specifications describing the general nature, location, and extent of the improvements to be maintained, an estimate of the costs of maintenance, operations, and servicing of the improvements for the District for the referenced fiscal year, diagrams for the District, showing the area and properties proposed to be assessed, and an assessment of the estimated costs of the maintenance, operations, and servicing the improvements, assessing the net amount upon all assessable lots and/or parcels in the District in proportion to the special benefit received.

The following table shows: (i) the total amount to be collected against all parcels in the District in FY 2026/27 ("FY 2026/27 Levy Amount") and (ii) within the boundaries of the District, parcels are assigned various zones ("Zones") each of which is associated with a set of improvements and/or type of improvements that provide special benefits to properties within that Zone.

Zone	Parcel Count [1]	Equivalent Benefit Units [2]	Assessable Square Footage [3]	FY 2026/27 Assessment Amount [4]
Zone 1	21,913	35,096	0	$703,928.65
Zone 2	1,165	0	45,919,897	474,811.81
Zone 3	23,106	35,096	50,520,249	759,807.94
Zone 4	0	0	0	0.00
Zone 5	26	0	2,748,765	5,849.01
Zone 6	6	0	1,877,505	8,537.00
Zone L	23,106	35,096	50,520,249	293,773.53
Total				**$2,246,707.94**

(1) Parcels are counted in multiple zones, as applicable.
(2) Equivalent Benefit Units ("EBUs") represent dwelling units and are counted in multiple zones, as applicable.
(3) Assessable Square Footage is counted in multiple zones, as applicable for Non-Residential property types.
(4) Total levy amounts by parcel rounded to the nearest one-hundredth cent.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Downey.

John G. Egan

John G. Egan, P. E.
Assessment Engineer 5/26/2026

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

2. INTRODUCTION

2.1 Background

The City, under the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act") annually levies and collects special assessments for the City's assessment District in order to provide and maintain various lighting and landscaping improvements throughout the City that provide special benefits to properties within the City.

The District boundary is coterminous with the boundary of the City of Downey and in accordance with the 1972 Act, the Zones address variations in the nature, location, and extent of the improvements that provide special benefits to parcels in the District.

In Fiscal Year 2026/2027, the District is comprised of the following Zones:

- Zone I: Residential Street Lighting Account 23-4-5511;
- Zone II: Commercial Street Lighting Account 23-4-5512;
- Zone III: Safety Lighting and Traffic Signals Account 23-4-5513;
- Zone IV: Petition Street Light Installations Account 23-4-5514;
- Zone V: Regional Shopping Center Street Lighting Account 23-4-5515;
- Zone VI: Commercial Street Lighting (West Firestone Boulevard) Account 23-4-5516; and
- Zone L: On-street Landscaping Account 23-4-5517

2.2 Engineer's Report Contents

This Engineer's Annual Report (the "Report") has been prepared and filed pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within the District and the levy and collection of annual assessments related thereto for FY 2026/27. If any section, subsection, sentence, clause, phrase, portion, or zone of this Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Report and each section, subsection, subdivision, sentence, clause, phrase, portion, or zone thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions, or zones might subsequently be declared invalid or unconstitutional.

This Report outlines the District structure, the improvements, and the proposed assessments to be levied in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for FY 2026/27. The annual assessments to be levied on properties within the District provide a funding source for the continued operation and maintenance of street lighting, traffic signals, safety lighting, and landscaping improvements within various zones of benefit ("Zones") that provide special benefits to the properties within the District and each respective Zone. Each fiscal year, the City establishes the District's assessments based on an estimate of the costs to maintain, operate and service the

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

improvements and based upon available revenues including fund balances, general benefit contributions and additional City contributions and assessment limits. The costs of the improvements and the proposed annual assessments budgeted and assessed against properties within the District may include, but are not limited to the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years; revenues from other sources; and the collection of funds for operational reserves or for periodic maintenance and improvement rehabilitation projects as authorized by the 1972 Act. Each parcel is assessed proportionately for only those improvements, services, and expenses for which the parcel will receive special benefit.

Each Zone outlined in this Report reflects the improvements and services to be provided by the District for the properties that are directly associated with and benefit from those improvements. The net annual special benefit cost to provide the improvements in each Zone are allocated to the benefiting properties within the Zone using a weighted method of apportionment (refer to Assessment Methodology in Section II, Method of Apportionment) that calculates the proportional special benefit and assessment for each parcel as compared to other properties that benefit from the District improvements and services.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (“APN”) by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the District assessments.

At a noticed annual Public Hearing, the City Council will accept all public comments and written protests regarding the District and the annual levy of assessments. Based on those public comments and written protests, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments the Council will, by Resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessments as approved will be submitted to the Los Angeles County Auditor/Controller to be included on the property tax roll for each parcel.

As required by the 1972 Act, this Engineer’s Report describes the improvements to be provided, maintained, and serviced by the District, an estimated budget for the District improvements, and the proposed assessments to be levied upon each assessable lot or parcel within the District for FY 2026/27.

While the budgets outlined in this Report reflect the estimated costs necessary to adequately provide for the maintenance and operation of the improvements within the District, in some circumstances the estimated costs and associated services may not be fully funded by the combination of the current special benefit assessment revenues, available fund balances, and the City contribution for general benefits. Therefore, in addition to the City’s contribution for general benefit costs, at the discretion of the City Council, the City may also provide additional funding to support the improvements and/or implement service reductions for the fiscal year. To fully fund the improvements that are considered special benefits, it may be necessary in the future to increase assessment revenues which would require the support of the property owners for new or increased assessments through a ballot proceeding conducted under the provisions of the California Constitution Article XIII D.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

3. PLANS AND SPECIFICATIONS

The territory within the District consists of all lots or parcels of land within the City of Downey and the boundaries of the District are coterminous with the City boundaries. The purpose of this District is to provide in part through annual assessments, funding for the implementation, ongoing operation, maintenance, and servicing of landscaping, street lighting, traffic signal and safety lighting improvements and related facilities and services that provide special benefits to various parcels throughout the City. Improvements currently provided within the District generally include but are not limited to:

Landscape improvements within the street rights-of-way including median islands, parkway side-panels, parkway slopes, entryway features and street trees throughout the City. These landscape improvements and areas may include but are not limited to various combinations of trees; turf; ground cover; shrubs, plantings and other amenities including retaining walls, monuments, fencing, sidewalks, stamped concrete, or pavers; irrigation and drainage systems; and related appurtenances.

Lighting facilities on the public streets within the City including streetlights, traffic signals, safety lights, and related traffic safety equipment (i.e., Vehicle Speed Feedback Signs and Flashing Beacons). These lighting improvements may include but are not limited to streetlights located on the City's arterial streets, traffic signals located throughout the City and local streetlights within or adjacent to the various developments and subdivisions.

3.1 Description of Boundaries of the District

In accordance with the 1972 Act, the District utilizes Zones to address variations in the nature, location, and extent of the improvements that provide special benefits to different parcels in the District. Within the boundaries of the District, parcels are assigned to benefit zones, each of which is associated with a set of improvements and/or type of improvements that provide special benefit to various properties within that Zone.

The District includes seven designated Zones to identify and budget for the various improvements being provided within the District and the relationship and benefits to properties within the District. These seven Zones include a citywide Landscaping Zone (Zone L); a citywide Safety Light and Traffic Signal Zone (Zone 3); and five noncontiguous Street Lighting Zones designated as Zones 1, 2, 4, 5 and 6. Commencing in fiscal year 2021/2022, a review and evaluation of the improvements and properties within the District was conducted and as a result, some modifications were implemented to clarify and more clearly identify the special benefits to the properties within the District and the general benefits costs associated with the improvements provided. These changes and any changes that may be implemented for FY 2026/27 have not facilitated any increase to the previously approved maximum assessment rates.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

For FY 2026/27 the District is comprised of the following benefit zones (Zones):

- Zone 1: Residential Street Lighting Account 23-4-5511;
- Zone 2: Commercial Street Lighting Account 23-4-5512;
- Zone 3: Safety Lighting and Traffic Signals Account 23-4-5513;
- Zone 4: Petition Street Light Installations Account 23-4-5514;
- Zone 5: Regional Shopping Center Street Lighting Account 23-4-5515;
- Zone 6: Commercial Street Lighting (West Firestone Boulevard) Account 23-4-5516; and
- Zone L: On-street Landscaping Account 23-4-5517

3.2 Description of Improvements and Services

As authorized by the 1972 Act, the improvements provided by the District and associated with each Zone incorporate various landscaping or lighting improvements that are maintained and serviced for the benefit of real property within the District. The work to be performed within each respective Zone may include but is not limited to (as applicable), the personnel, materials, equipment, electricity, water, professional contract services, construction and maintenance, repair and rehabilitation of the improvements and incidental expenses required to operate the District and provide the improvements and services for each Zone. The improvements provided within the District and for which parcels receive special benefits are generally described in the following paragraphs.

STREETLIGHT IMPROVEMENTS

The street lighting system in the City of Downey currently consists of 6,643 streetlights (2,234 City-owned and 4,409 Edison-owned) and the cost of operating and maintaining the streetlights including energy costs are funded in part by the District's annual assessments. Within the District there are five (5) Street Light Zones which collectively are coterminous with the City boundaries and all parcels within the City (excluding vacant land, public-use property, rights-of-way, and other easement parcels of land that are identified as exempt) are proportionately assessed for the net-special benefit costs for the implementation, operation and maintenance of these improvements. The application of these standards is used to conform to the adjacent land use grouped by individual zones and City account numbers as follows:

Zone 1: Residential **Account 23-4-5511**

For lighting of public roadways adjacent to residential properties, including apartments and condominiums, but not including motels or hotels. For energy and maintenance, including replacement of damaged or obsolete lights, installation of new streetlights, and administrative costs. In FY 2026/27, the City is proposing to install sixteen new streetlights in Zone 1, increasing the total to 853 City-owned streetlights and 4,729 total.

Zone 2: Commercial **Account 23-4-5512**

For lighting of public roadways adjacent to commercial, including motels and hotels, and industrial properties. For energy and maintenance, including replacement of damaged or obsolete lights, installation of new streetlights, and administrative costs.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

Zone 4: Petition Installations — Account 23-4-5514

For installation of new lighting within Zones I and II, requested by petition of the majority of property owners within a specific area, and administrative costs. Energy and maintenance costs for lights installed under this Zone are paid from either Zone I or II, as determined by property use. Currently there are no newly installed streetlights being funded by this Zone and no parcels are being assessed for any Zone 4 improvements.

Zone 5: Regional Shopping Center — Account 23-4-5515

For lighting of public roadways adjacent to the Stonewood Regional Shopping Center. For energy and maintenance, including replacement of damaged lights, and administrative costs.

Zone 6: Commercial (West Firestone Boulevard) — Account 23-4-5516

For lighting of public roadways adjacent to the commercial properties along the north side of Firestone Boulevard from Old River School Road to the west City limits, and the south side of Firestone Boulevard from approximately 250 feet west of Arnett Street to the west City limits. For energy and maintenance, including replacement of damaged lights and administrative costs.

The streetlights associated with the Zones listed above have lights owned by the City and SCE. The number of lights owned by each entity are listed in the table below:

Zone	City Owned	SCE Owned	Total
1	853	3,876	4,729
2	1,324	904	2,228
5	64	35	99
6	9	44	53
Total	**2,250**	**4,859**	**7,109**

SAFETY LIGHTING AND TRAFFIC SIGNAL IMPROVEMENTS

Zone 3: Safety Lighting and Traffic Signals — Account 23-4-5513

For lighting of public roadways including at intersections throughout the City; adjacent to City, County, and State public lands; freeway corridor security lighting; and freeway frontage roadways, not including on/off ramps. For traffic signals on City streets, including the City's share of costs per agreements with L.A. County, Caltrans, or neighboring cities for traffic signals at shared intersections. For energy and maintenance costs, including replacement of damaged or obsolete signals and lights, installation of new signals, flashing beacons, vehicle speed feedback signs, and lighting, and administrative costs.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

The safety light and traffic signal improvements associated with Zone 3 are listed in the table below:

Zone 3	State Owned	City Owned	City - Others (Shared)	Total
Safety Lights	41	542	89	672
Traffic Signals	9	92	14	115
Flashing Beacons	0	24	2	26
Vehicle Speed Feedback Signs	0	28	0	28
Total	**50**	**676**	**115**	**841**

In FY 2026/27, the City is proposing to install two new traffic signals increasing the total to 117, eight new safety lights increasing the total to 680, and four new vehicle speed feedback signs increasing the total to 32.

LANDSCAPE IMPROVEMENTS

Zone L: On-street Landscaping — Account 23-4-5517

For tree trimming, replacement, removals, and other landscaping maintenance along the parkways and medians of public street rights-of-way, including administrative costs. The landscape improvement areas for which properties in this Zone receive special benefit are generally shown on the Landscaping Zone L Diagram in part V of this Report.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

4. BENEFITS FROM IMPROVEMENTS

4.1 Special Benefits Identified

The ongoing maintenance of landscaped areas and tree trimming within the District provides aesthetic benefits to the properties within the District and a more pleasant environment to walk, drive, live, and work. The primary function of the landscape improvements and related amenities is to serve as an aesthetically pleasing enhancement of the immediate area for the benefit of the surrounding properties and developments for which the improvements were installed and/or were facilitated by the development or potential development of properties. These improvements are an integral part of the physical environment associated with the parcels in the City and while some of these improvements may in part be visible to properties outside the City or by the public at large, collectively if the improvements are not properly maintained, it is the developed parcels within the City and District that would be aesthetically burdened. Additionally, the street landscaping and trees serve as both a physical buffer as well as a sound reduction buffer between the roadways and the properties in the District and serve as a pleasant aesthetic amenity that enhances the approach to the parcels and overall serve as an extension of the physical attributes of the parcels assessed, similar to the private property landscaping associated with each parcel assessed. These green space areas may also provide a greater opportunity for recreation. As a result, the maintenance of these landscape improvements provides particular and distinct benefits to the properties and developments within the District.

Likewise, street lighting in the District is primarily useful for illuminating the streets that provide access to the properties in the District as well as the sidewalks and parking lanes associated with those properties. While it is recognized that both streetlights and traffic signals serve in part to enhance traffic safety, the installation and construction of these improvements are clearly required by the development of properties within the District and these improvements provide three main special benefits to those properties: (i) property security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Furthermore, because traffic circulation in the City is largely the result of local traffic to and from these properties by the property owners and guests, it is reasonable to assume that these properties derive a particular and distinct benefit from the streetlights and traffic signals that support the safe access to the properties and essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with the assessed properties. As a result, the maintenance of these lighting improvements is a particular and distinct benefit to the properties and developments within each Zone.

4.2 General Benefits Identified

General Benefit Landscaping Zone L

In reviewing the location and extent of the landscaped areas and improvements to be funded by the District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements were installed in connection with the development of properties or are improvements that would otherwise be shared by and required for development of those properties. Although the District landscaping improvements are located on public streets that are typically visible and/or accessible to the general public, it is evident that the ongoing maintenance of these improvements are only necessary for

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

the appearance and advantage of the properties within District that are directly associated with those improvements and these improvements (particularly the level of maintenance and servicing) are not required nor necessarily desired by any properties outside the District boundaries. It is also evident that the maintenance these improvements and the level of maintenance provided has a direct and particular impact (special benefit) only on those properties in proximity to those improvements and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has limited (if any) indirect or incidental benefit to the public at large or properties outside the District which is difficult to quantify.

In the absence of a special funding District/Zone, the City's maintenance of these improvements would for the most part be limited to emergency tree management, weed abatement, rodent control, and erosion control services for the various landscape areas. This basic or baseline level of service would typically provide for periodic servicing of these areas on an as-needed basis. This baseline level of service would provide for public safety and essential property protection to avoid negative impacts on adjacent roadways and vehicles traveling on those roadways and potential property damage, but results in a far less visually pleasing environment than is created with the enhanced levels of services associated with the regular tree trimming and landscape maintenance that can be provided through the District/Zone assessments.

On average, the cost to provide this baseline level of service for most landscape areas is estimated to be less than $1,000 per acre (approximately $0.0230 per square foot). This baseline service cost per square foot represents less than five percent (5%) of the overall cost per square foot to operate, maintain and service most landscape areas.

Other Landscaping General Benefits

In addition to the general benefit identified above, it is recognized that there are indirect or incidental general benefits to properties within the District as well as the general public that are associated with regular landscape maintenance services, including:

- Minimization of dust and debris; and
- Decreased potential water runoff from both properties and the landscaped areas.

Although these types of benefits might best be characterized as indirect consequences of the special benefits of the landscape maintenance provided to assessed parcels, for the purposes of calculating proportional benefits, we assume these types of benefits to be general benefits. It is apparent that trees, shrubs, plants, and other vegetation and groundcover reduce dust, debris, and potential water runoff that might otherwise occur if such landscape improvements did not exist. However, it is also recognized that with the regular maintenance of the landscape improvements, the effort and cost to monitor and address these issues are reduced to isolated areas and/or less frequent servicing, and these activities, generally represent less than two percent (2%) of the overall landscape maintenance costs. Therefore, conservatively, we estimate that the costs associated with these indirect and incidental benefits do not exceed two percent (2%) of the annual maintenance expenditures for the landscaping improvements.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

Together with the baseline general benefit costs and the indirect/incidental general benefit costs identified above, it is reasonable to conclude that the overall general benefit costs associated with the various District/Zone landscape improvements is less than seven percent (7%) of the regular annual maintenance expenditures. These general benefit costs shall be excluded from the special benefit assessment funding and not assessed to the parcels within District. However, to ensure that no parcel is assessed for more than its proportional special benefit for local landscaping improvements, for FY 2026/27 the City will contribute for general benefit an amount equal to ten percent (10%) of the estimated Annual Maintenance Expenditures and Administration Expenses budgeted for Zone L.

General Benefit Within Lighting Zones

In reviewing the location and extent of the specific lighting improvements (local street lighting, arterial street lighting and traffic signals) to be funded by District assessments and the proximity and relationship to properties to be assessed, like the landscaping improvements it is evident these improvements were primarily installed in connection with the development of or are improvements that would otherwise be shared by and required for the development of properties. It is also evident that the maintenance and servicing of these improvements has a direct and particular impact (special benefit) on those properties in proximity to those improvements and such improvements beyond that which is required for traffic circulation to ensure the safety and protection of the general public and property in general, has no benefit to the public at large or properties outside each respective Zone.

The Lighting Zones are comprised of properties that receive a particular and direct benefit from local streetlights that were installed as part of the overall development or planned development of the properties to be assessed and the streetlights would for the most part would otherwise not be necessary or required without the development of those properties. Likewise, only those properties and developments that are adjacent to or in close proximity to street light improvements and benefit directly from those improvements are included in the Zones. Because these improvements are directly associated with the development of the properties within the Zone and clearly provide a special benefit to these properties that is not shared by all properties in the District, it is certainly reasonable to conclude that the maintenance and operation of these improvements is largely if not entirely a special benefit to those properties assessed. However, based on a review of the City's development and street lighting standards it is estimated that not more than thirty-five percent (35%) of the local streetlights within residential areas are located on the perimeter of the developments (collector streets) that are shared by those properties and developments. It is reasonable to conclude that these particular streetlights not only provide a special benefit to properties in the Zone but may also enhance general nighttime traffic safety and circulation for other properties and the general public. While these streetlights are clearly the direct result of the adjacent or nearby property development, it is estimated based on general traffic circulation data for residential and collector streets, that less than half (50%) of these particular streetlights and associated costs would be necessary in less concentrated development areas. Therefore, it has been determined that the general benefit related to the operation and maintenance of these particular perimeter residential streetlights is no more than eighteen percent (18%) of the local streetlight operating costs (half of the approximate 35% associated with the perimeter and collector lights).

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

However, to ensure that no parcel is assessed for more than its proportional special benefit for local street lighting, for FY 2026/27 the City will contribute for general benefit an amount equal to twenty percent (20%) of the estimated Annual Maintenance, Operating, and Administration Expenses budgeted for local street lighting.

Likewise, street lighting on the arterial streets and other non-residential areas, it is reasonable to recognize that streetlights on major streets and in commercial areas provide a measure of general benefit to the public and to properties in general resulting from nighttime traffic safety and circulation on these primary streets. The American National Standard Practice for Roadway Lighting and various related traffic and street lighting studies suggest that over seventy-five percent (75%) of the streetlights installed on primary streets in urban areas are directly the result of property development (both residential and non-residential development). In turn these developments increase traffic circulation and ultimately dictate the type of lighting, spacing and number of lights required and without such development, both the need and quantity of those lights would be dramatically reduced. Therefore, based on these estimates, it is reasonable to conclude that no more than twenty-five percent (25%) of the arterial streetlights and associated costs to service and maintain those streetlights would be considered general benefit.

Therefore, based on these observations, to ensure that no parcel is assessed for more than its proportional special benefit for street lighting, for FY 2026/27 the City will contribute for general benefit an amount equal to thirty percent (30%) of the combined estimated “Total Annual Maintenance Expenditures” and “Annual Administration Expenses” budgeted for arterial street lighting.

Similar to streetlights on major thoroughfares, traffic signals are located throughout the City on streets and at intersections that provide direct access to each property in the District. Like streetlights (both arterial and local), it is certainly reasonable to recognize the general benefit to the public and properties in general associated with nighttime traffic safety and circulation associated with traffic signals. However, the number of traffic signals, the location of those signals and even the type of signalization is clearly the result of property development and the concentration of that development and thus the special benefit nexus to the properties within each Traffic Signal Zone. However, while these improvements are clearly required by development within the City and respective Zones, traffic signals and safety lighting as well as vehicle speed signs and flashing beacons are inherently installed in part to control traffic, not only traffic directly associated with surrounding properties (special benefit) but also general City traffic that is associated with the general public and properties outside each respective Traffic Signal Zone (general benefit). General traffic circulation within the City suggests that location and extent of such improvement is directly correlated to property development and such development increase traffic circulation and ultimately the spacing and number of traffic signals required to ensure proper traffic circulation to and from those properties and the overall need for such public improvements is dramatically reduced in areas with less property development. However, to ensure that no parcel is assessed for more than its proportional special benefit for traffic signal improvements, for FY 2026/27 the City will contribute for general benefit an amount equal to fifty percent (50%) of the estimated Annual Maintenance, Operating, Capital Improvement, and Administration Expenses budgeted within Zone 3.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

5. QUANTIFICATION OF BENEFIT

Every parcel within the District is assigned a land use classification based on available parcel information obtained from the County Assessor's Office. To assess benefits equitably it is necessary to calculate each property's relative share of the special benefits conferred by the funded improvements and service. The method of apportionment originally developed for this District was based on assessment formulas appropriate for the various land uses, identifiable property characteristics and improvements within the District and utilizes the number of comparative dwelling units or dwelling spaces for other residential land uses and comparative lot sizes (acreage) for developed non-residential properties. A parcel use and size are the appropriate factors necessary to identify and calculate the proportional special benefits conveyed to each property within the District for the cost of improvements associated with that property.

5.1 Estimated Assessment and Apportionments

Zone 1: Residential **Account 23-4-5511**

Direct assessments in Zone 1 are distributed based on the special benefit each property receives. Streets within this zone have been improved with mid-block lighting. Since streets provide vehicular and pedestrian access to properties, the special benefit is apportioned based on the amount of these trips generated by each parcel. The Institute of Transportation Engineers has established a standard of trip generation that states that multiple dwelling units generate less pedestrian and vehicle trips than single family homes. Therefore, parcels with denser housing are assessed at a lesser rate per dwelling unit in general proportion to the trips generated. This basis provides an equitable relationship to the benefit received.

Density [1]	Parcel Count	Dwelling Units [2]	FY 2026/27 Applied Rates [3]	FY 2026/27 Maximum Rates	FY 2026/27 Total Assessment
1-20 Units	21,763	31,346	$21.41	$21.41	$671,117.86
21-60 Units	128	2,633	10.70	10.70	28,171.12
61-109 Units	18	618	5.35	5.35	3,304.33
110-460 Units	4	499	2.68	2.68	1,335.34
Total	**21,913**	**35,096**			**$703,928.65**

(1) Number of Dwelling Units per parcel.

(2) The Dwelling Unit count for 1-20 Units also incorporates the first 20 units of the 21-60 Unit parcels, the 61-109 Unit parcels, and the 110-460 Unit parcels. Likewise, the 21-60 Units also incorporates the 21-60 units associated with the 61-109 Unit parcels and the 110-460 Unit parcels and the 61-109 Units also incorporates the 61-109 units associated with the 110-460 Unit parcels.

(3) Applied Rates per dwelling unit based on the Annual Assessment Requirement, or the budgeted expenditures for FY 2026/27. Applied Rates may vary slightly based on quantity of units per parcel due to the budget ratio percentage being applied to the total blended maximum assessment amount per parcel.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

Zone 2: Commercial — Account 23-4-5512

Direct assessments in Zone 2 are distributed based on the special benefit each property receives. Streets within this zone have been improved with mid-block lighting. Since streets provide vehicular and pedestrian access to commercial properties, the special benefit is apportioned based on the amount of these trips generated by each parcel. The Institute of Transportation Engineers has established a standard of trip generation that states that pedestrian and vehicle trips increase as the square footage of the land use increases. In general, larger parcels generate more trips. Therefore, every parcel in this zone is assessed according to the land square footage of the parcel. This basis provides an equitable relationship to the benefit received.

Density [1]	Parcel Count	Assessable Square Footage [2]	FY 2026/27 Applied Rates [3]	FY 2026/27 Maximum Rates	FY 2026/27 Total Assessment Amount
1-200,000 Sq.Ft.	1,131	39,026,685	$114.90	$114.90	$448,410.81
200,001 + Sq.Ft.	34	6,893,212	38.30	38.30	26,401.00
Total	**1,165**	**45,919,897**			**$474,811.81**

(1) Square feet per parcel.

(2) Assessable Square Footage incorporates only the first 200,000 square feet of a parcel in the first density category and any additional square footage is captured in the second density category.

(3) Applied Rates per 10,000 sq.f.t of assessable square footage based on the Annual Assessment Requirement, or the budgeted expenditures for FY 2026/27. Applied Rates may vary slightly based on quantity of sq.ft. per parcel due to the budget ratio percentage being applied to the total blended maximum assessment amount per parcel.

Zone 3: Safety Lighting and Traffic Signals — Account 23-4-5513

Direct assessments in this zone are separated according to the proportion of residential and commercial properties in the City. Since streets provide vehicular and pedestrian access to properties, the special benefit is apportioned based on the amount of these trips generated by each parcel. Given that residential and commercial properties generate different levels of street use, the assessment rates are calculated separately. Approximately 75% of the City is zoned Residential, while the remaining 25% is comprised of Commercial, Industrial, or other and the assessments are proportionately allocated the same.

Property Type	Density [1]	Parcel Count	Dwelling Units/ Assessable Sq.Ft. [2]	Trips per Dwelling Unit	Applied Rate per Trip	FY 2026/27 Applied Rates [3]	FY 2026/27 Maximum Rates	FY 2026/27 Total Assessment Amount
Residential	1-4 Units	21,242	23,334	10	$1.88	$18.80	$18.80	$438,760.06
Residential	5+ Units	671	11,762	6	1.88	11.28	11.28	132,374.31
Non-Residential	Sq.Ft.	1,193	50,520,249	N/A	N/A	37.35	37.35	188,673.57
Total		**23,106**						**$759,807.94**

(1) Residential dwelling units per parcel and Non-Residential assessable lot square footage per parcel.

(2) The count of residential dwelling units totals 35,096.

(3) Applied Rates per residential dwelling unit or per 10,000 sq.ft. of assessable non-residential square footage based on the Annual Assessment Requirement, or the budgeted expenditures for FY 2026/27.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

Zone 4: Petition Installations — Account 23-4-5514

Direct assessments in Zone 4 are limited to street light installations only. The installation costs are divided evenly among the parcels within the annexed area. Each annexed area is assessed separately with costs divided equally among the parcels in the annexed area.

Edison cost for one streetlight served overhead:	$1,600
City engineering design and overhead:	$900
Total to install:	$2,500

Cost per lot (one light serves four lots):	$2,500 / 4 = $ 625
Yearly cost per lot (cost repaid in four years):	$625 / 4 = $ 156

The FY 2026/27 total special benefit assessment amount for Zone 4 is $0.00.

Zone 5: Regional Shopping Center — Account 23-4-5515

Direct assessments in Zone 5 are distributed based on the special benefit to the Stonewood Regional Shopping Center. Streets adjacent to this zone have been improved with mid-block lighting. Every parcel adjacent to these streets is assessed on land square footage in the same manner as Zone 2.

Density	Parcel Count	Assessable Sq.Ft.	FY 2026/27 Applied Rate (1)	FY 2026/27 Maximum Rate	FY 2026/27 Total Assessment Amount
Sq.Ft.	26	2,748,765	$21.28	$21.28	$5,849.01

(1) Applied Rate per 10,000 sq.ft. of assessable non-residential square footage based on the Annual Assessment Requirement, or the budgeted expenditures for FY 2026/27.

Zone 6: Commercial (West Firestone Boulevard) — Account 23-4-5516

Direct assessments in Zone 6 are distributed based on the special benefit to the properties on Firestone Boulevard (commercial properties on the north side of Firestone Blvd. from Old River School Road to the West City Limit, and on the south side of Firestone Blvd. from 250 feet west of Arnett St. to the West City Limit). Streets adjacent to this zone have been improved with mid-block lighting. Every parcel adjacent to these streets is assessed on land square footage in the same manner as Zone 2.

Density	Parcel Count	Assessable Sq.Ft.	FY 2026/27 Applied Rate (1)	FY 2026/27 Maximum Rate	FY 2026/27 Total Assessment Amount
Sq.Ft.	6	1,877,505	$45.47	$45.47	$8,537.00

(1) Applied Rate per 10,000 sq.ft. of assessable non-residential square footage based on the Annual Assessment Requirement, or the budgeted expenditures for FY 2026/27.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

Zone L: On-street Landscaping — Account 23-4-5517

Direct assessments in Zone L are distributed based on the special benefit each property receives. Parcels are assessed in the same manner as Zone 3.

Property Type	Density [1]	Parcel Count	Dwelling Units/ Assessable Sq.Ft. [2]	Trips per Dwelling Unit	Applied Rate per Trip	FY 2026/27 Applied Rates [3]	FY 2026/27 Maximum Rates	FY 2026/27 Total Assessment Amount
Residential	1-4 Units	21,241	23,330	10	$0.732	$7.32	$7.32	$170,775.60
Residential	5+ Units	672	11,766	6	0.732	4.40	4.40	51,770.40
Non-Residential	Sq.Ft.	1,193	50,520,249	N/A	N/A	14.10	14.10	71,227.53
Total		**23,106**						**$293,773.53**

(1) Residential dwelling units per parcel and non-residential assessable lot square footage per parcel.

(2) The count of residential dwelling units totals 35,096.

(3) Applied Rates per residential dwelling unit or per 10,000 sq.ft. of assessable non-residential square footage based on the Annual Assessment Requirement, or the budgeted expenditures for FY 2026/27.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

6. ESTIMATE OF COSTS

The estimated costs associated with the improvements as described in the Plans and Specifications are summarized on the following pages.

6.1 Fiscal Year 2026/27 Cost Estimates

The following outlines the estimated costs (budgets) for implementing, maintaining and servicing the various landscaping and lighting improvements described in Section 3 “Plans and Specifications” of this Report for FY 2026/27. In some cases, the costs of properly implementing, servicing and maintaining the improvements cannot be fully funded by the existing assessment revenues. Even with some additional funding support from the City, many of the desired services and activities, particularly those associated with long-term repairs, replacements and rehabilitation may need to be postponed or eliminated. While City staff will ultimately determine which services and activities shall be eliminated or reduced to keep the actual costs and expenditures for the fiscal year within the current available revenues, the revenue shortfalls are expected to increase over the years as a result of inflation. To the extent any assessment funds remain after those funds are used to pay the cost of the special benefit in any particular Zone, those monies shall be placed in a reserve account for the respective Zone.

The City annually receives ad valorem funding for lighting and landscaping. These general fund revenues are used to fund in whole or in part, the General Benefit Expenses and/or Additional City Contributions in specified Zones. For FY 2026/27 the total General Benefit Contribution as described in Section 4 of this report totals $1,052,925, with an Additional City Contribution of $499,666 for Zone L.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone L	Total for all Zones
Estimated June 30, 2026 Fund Balance	**$7,723,732**	**$1,500,186**	**($1,133,449)**	**$542,758**	**$166,565**	**$19,258**	**($5,105,414)**	**$3,713,635**
Annual Maintenance and Operating Expenses								
Personnel and Operations	$14,029	$14,029	$10,058	$0	$0	$0	$0	$38,116
Contractual Maintenance Services	200,000	152,469	456,730	0	0	0	840,000	1,649,199
Materials, Equipment, Supplies	1,599	899	525	0	0	0	0	3,023
Energy Costs	350,871	274,874	584,045	0	2,581	2,500	0	1,214,871
Total Annual Maintenance and Operating Expenses	**$566,499**	**$442,271**	**$1,051,358**	**$0**	**$2,581**	**$2,500**	**$840,000**	**$2,905,209**
Capital Improvement Project & Rehabilitation								
Landscaping CIP/ Rehabilitation Fund Collection	$0	$0	$0	$0	$0	$0	$0	$0
Lighting/Signal Rehabilitation/Replacement Fund	200,000	100,000	160,000	0	0	0	0	460,000
Subtotal Capital Improvement Project & Rehabilitation	**$200,000**	**$100,000**	**$160,000**	**$0**	**$0**	**$0**	**$0**	**$460,000**
Incidental Operational Expenses								
Operational Reserve Fund Collection	$0	$0	$0	$0	$0	$0	$0	$0
Professional & Tech Services	22,067	6,448	27,690	1,342	1,375	1,376	27,155	87,453
Annual Administration Expenses	16,862	9,781	26,316	0	0	0	22,426	75,385
Subtotal Incidental Expenses	**$38,929**	**$16,229**	**$54,006**	**$1,342**	**$1,375**	**$1,376**	**$49,581**	**$162,838**
Total Costs	**$805,428**	**$558,500**	**$1,265,364**	**$1,342**	**$3,956**	**$3,876**	**$889,581**	**$3,528,047**
Revenue/Contributions								
General Benefit Expenses (City Funded)	(161,086)	(167,550)	(632,682)	0	(1,187)	(1,163)	(88,958)	(1,052,625)
Available Property Tax & Other Revenues	(716,885)	(194,900)	(5,643)	(30,520)	(8,535)	(69)	(7,184)	(963,736)
Subtotal Revenue/Contributions	**($877,971)**	**($362,450)**	**($638,325)**	**($30,520)**	**($9,722)**	**($1,232)**	**($96,142)**	**($2,016,361)**
Fund Balance Reserve Collection/(Contribution) [1]	**$776,471**	**$278,761**	**$132,768**	**$29,178**	**$11,615**	**$5,893**	**($499,666)**	**$735,019**
Total Costs to be Assessed – Balance to Levy [2]	**$703,929**	**$474,812**	**$759,808**	**$0**	**$5,849**	**$8,537**	**$293,774**	**$2,246,709**

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

—Change to Fund Balance	976,471	378,761	292,768	29,178	11,615	5,893	(499,666)	**$1,195,019**
Estimated June 30, 2027 Fund balance	**$8,700,202**	**$1,878,947**	**($840,681)**	**$571,936**	**$178,180**	**$25,151**	**($5,605,080)**	**$4,908,655**

(1) The Reserve Collection/Contribution amount is determined based on the total costs, the maximum assessment amount, and the additional revenue sources.

(2) Total levy amounts by parcel rounded to the nearest one-hundredth cent.

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

7. METHOD OF ASSESSMENT

An assessment amount per Equivalent Benefit Unit (EBU) either assessment amount per residential unit or assessment amount per non-residential parcel square footage for each Zone is calculated by:

Taking the "Total Annual Expenses" (Total budgeted costs) and subtracting the "General Benefit Expenses (City Funded)", to establish the "Total Eligible Special Benefit Expenses";

Total Annual Expenses – General Benefit Expenses = Total Eligible Special Benefit Expenses

To the resulting "Eligible Special Benefit Expenses", various "Funding Adjustments/Contributions" may be applied that may include, but are not limited to:

- "Available Property Tax & Other Revenues Applied", represents additional property tax revenues or revenues available from other sources such as interest earnings that was not used to fund general benefit costs that is being applied to reduce the amount to be levied and collected.
- "Fund Balance Reserve Collection/(Contribution)", represents an adjustment (reduction) in the amount to be collected for "Operational Reserve Funding" that was budgeted as part of the Total Annual Expenses.
- "Lighting/Signal Rehabilitation/Replacement Fun", represents an adjustment (reduction) in the amount to be collected for "CIP & Rehabilitation Reserve Fund Collection" that was budgeted as part of the Total Annual Expenses.
- "General Benefit Expenses (City Funded)", represents funds received by the City from ad valorem funding for lighting and landscaping. These revenues are used to fund the General Benefit Expense and/or Additional City contributions which is allocated to the various Zones as needed. The contribution amount is determined by applying the General Benefit percentage to the City's estimated Annual Maintenance Expenditures and Administrative Expenses for each zone.

These adjustments to the Special Benefit Expenses result in the net special benefit amount to be assessed "Balance to Levy";

Eligible Special Benefit Expenses +/- Funding Adjustments/Contributions =Balance to Levy

The amount identified as the "Balance to Levy" is divided by the total number of EBUs of parcels that benefit to establish the "Assessment Rates" or "Assessment per EBU" for the fiscal year. This Rate is then applied back to each parcel's individual EBU to calculate the parcel's proportionate special benefit and assessment for the improvements.

Balance to Levy / Total EBU = Assessment per EBU (Assessment Rate)

Assessment per EBU x Parcel EBU = Parcel Assessment Amount

Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

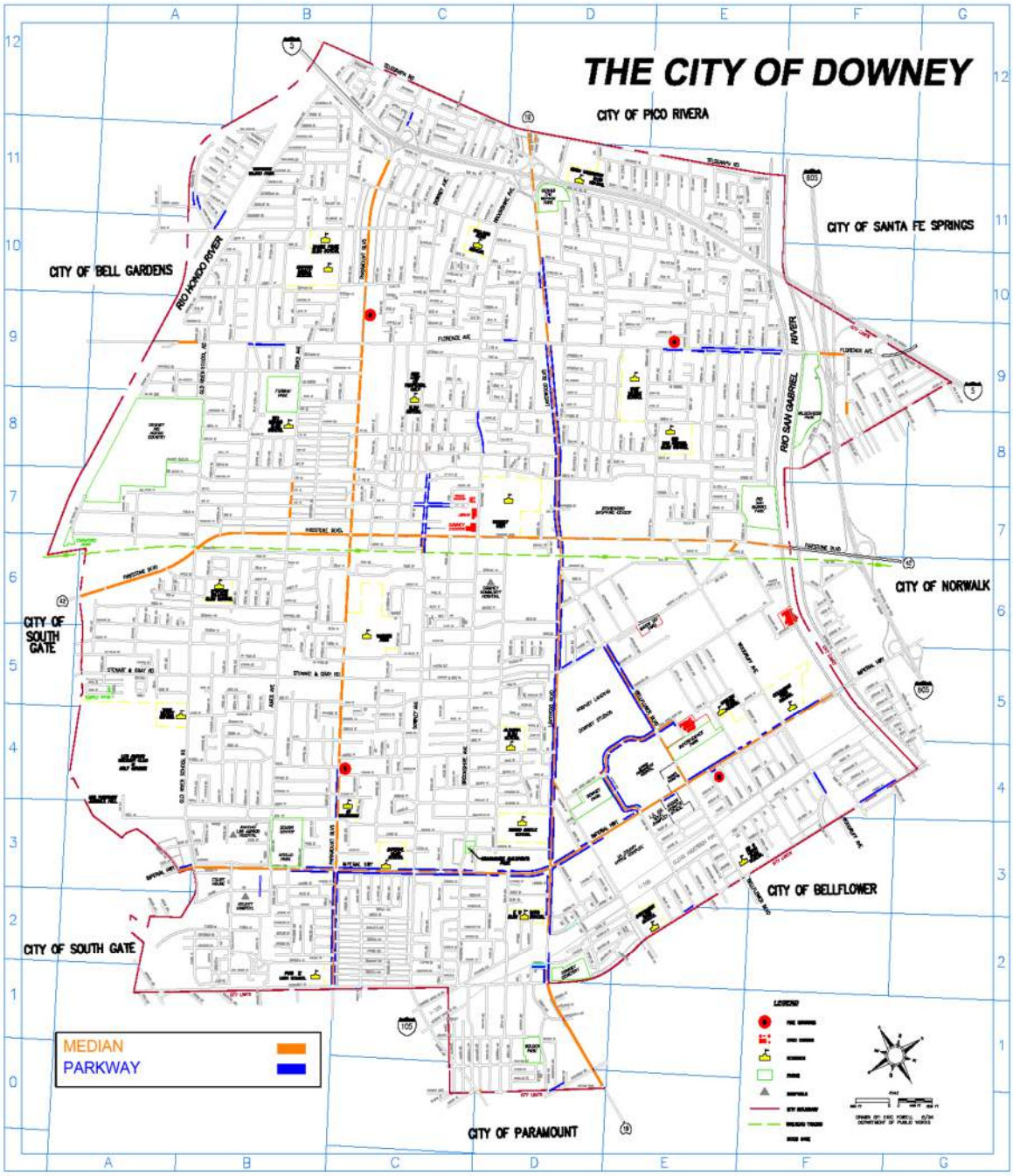
8. ASSESSMENT DIAGRAMS

The boundary of Downey Lighting and Landscaping Assessment District No. 121 is coterminous with the City boundary and consists of all lots, parcels, and subdivisions of land within the City of Downey. The following section contains various diagrams that show the boundaries of the Zones within the District that were previously identified and discussed. In addition to depicting the boundaries of the Zones within the District, the Landscaping Zone L diagram also shows the location and extent of the landscape improvements within the Zone.

The parcels within each District Zone consist of all lots, parcels, and subdivisions of land within the boundaries as depicted by these diagrams and shall consist of and be dictated by the lines and dimensions as those lots, parcels and subdivisions of land shown on the Los Angeles County Assessor's parcel maps for the current year and by reference the Los Angeles County Assessor's parcel maps are incorporated herein and made part of this Report. The following diagrams show the boundaries of the District Lighting Zones 1, 2, 5, and 6, and Landscaping Zone L for FY 2026/27. The Safety Lights and Traffic Signals Zone 3 is coterminous with the City boundary as well as Landscaping Zone L and therefore not depicted herein as a separate diagram. For FY 2026/27 there are no parcels currently designated as Lighting Zone 4 so there is no diagram provided for that Zone. Collectively, these diagrams along with the Assessment Roll incorporated in this Report constitute the District Assessment Diagram for FY 2026/27.

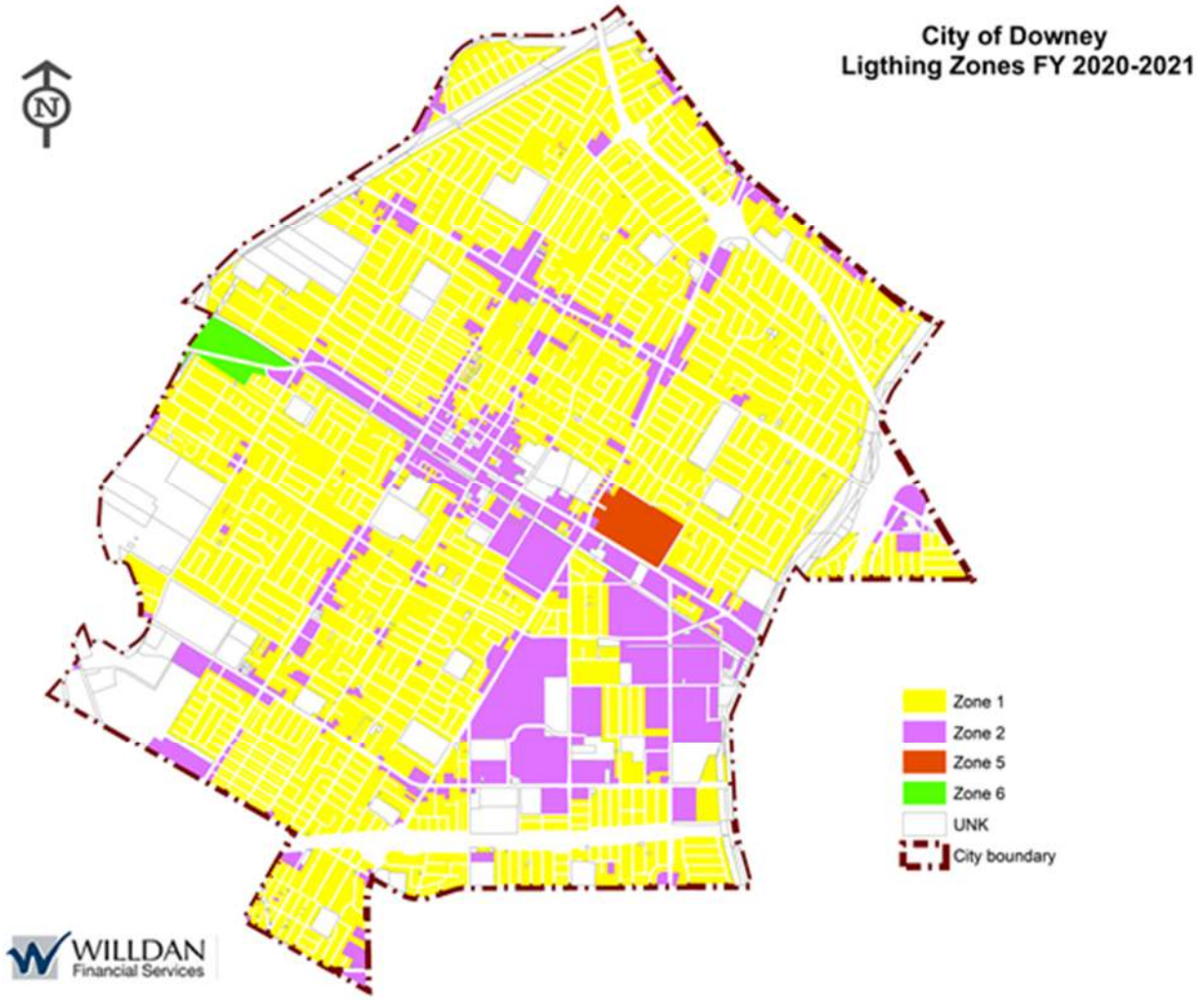
Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

Landscaping Zone L



Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

Lighting Zones 1, 2, 5, & 6



Docusign Envelope ID: B357BD17-4C65-8A7A-8264-6B3A19D0D7AE

9. ASSESSMENT ROLL

Due to the number of parcels in the District, the Assessment Roll for FY 2026/27 (a listing of the parcels to be assessed within this District along with the assessment amounts) has been filed with the City Clerk in an electronic format and is, by reference, made part of this Report. The proposed Assessment Roll shall be available for public inspection in the City Clerk's Office during normal office hours.

The Assessment Roll reflects all properties currently identified within the District and their assessment amount(s) for FY 2026/27. Each parcel listed on the Assessment Roll is currently shown and illustrated on the County Assessor's Roll and the County Assessor's Parcel Number Maps (APN maps). These records are by reference made part of this Report and shall govern for all details concerning the description of the lots or parcels. All assessments presented on the assessment roll are subject to change as a result of parcel changes made by the County including parcel splits, parcel merges or development changes that occur prior to the County Assessor's Office securing the final roll and generating tax bills for FY 2026/27.

RESOLUTION NO. 26-8368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPING ASSESSMENT DISTRICT NO. 121 FOR FISCAL YEAR 2026-2027 AND SETTING A PUBLIC HEARING FOR JULY 28, 2026 ON THE PROPOSED ASSESSMENTS

WHEREAS, the City Council of the City of Downey has previously formed the Lighting and Landscaping Assessment District No. 121 ("District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code; and

WHEREAS, by Resolution No. 26-8352, the City Council ordered the Director of Public Works to prepare and file an Engineer's Report for the District for the Fiscal Year 2026-2027 pursuant to the Landscaping and Lighting Act of 1972, as required by Section 22622 of the Streets and Highways Code; and

WHEREAS, the City Council has determined that it is necessary that assessments be levied on all assessable lots and parcels in the District for Fiscal Year 2026-2027, as set forth in the Engineer's Report.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. In order to maintain and service street lighting facilities and on-street and public facilities landscaping within the District for Fiscal Year 2026-2027, it is the intention of the City Council of the City of Downey to levy and collect assessments against properties within the District for Fiscal Year 2026-2027, pursuant to the provisions of the Landscaping and Lighting Act of 1972.

SECTION 3. The existing and proposed improvements, which are the continued maintenance and servicing of the public lighting facilities in, on, and along public streets and places within the District, will be, in the opinion of the City Council, to the benefit of the assessable properties within Zones I, II, III, IV, V, VI, and L of the District, which is coterminous with the boundary of the City. The District is located generally within the City of Downey, with the boundaries more particularly described in the Engineer's Report.

SECTION 4. Reference hereby is made to the Engineer's Report regarding the Fiscal Year 2026-2027 annual levy for the District, on file with the City Clerk and available for public inspection, of the proposed improvements, the boundaries of the District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the District, including changes from the previous fiscal year's assessment and assessable lots.

SECTION 5. The proposed assessments for all zones within the District are less than, or equal to, the previous fiscal year.

SECTION 6. Notice is hereby given that on July 28, 2026, at 6:30 p.m., in the Council Chambers of Downey City Hall located at 11111 Brookshire Avenue, Downey, California, a public hearing will be held by the City Council at which all interested persons may appear before the City Council and be heard concerning the services to be performed, the proposed

assessment, and all other matters relating thereto.

Protests must be in writing and must be filed with the City Clerk prior to the conclusion of the hearing. Any such protest shall state all grounds of the objection, and if filed by the property owner, shall contain a description sufficient to identify the property.

SECTION 7. The City Clerk shall cause notice of the hearing to be given by causing this Resolution of Intention to be published, posted, and mailed in the manner required by Section 22626(a) of the Streets and Highways Code.

SECTION 8. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 23rd day of June, 2026.

_____
CLAUDIA M. 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 23rd day of June, 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

LIGHTING AND LANDSCAPING ASSESSMENT DISTRICT (AD 121)
PROPERTIES ADDED DURING FY 2025-2026

1. 9247 Manzanar Ave.
2. 9237 Manzanar Ave.
3. 9231 Manzanar Ave.
4. 9223 Manzanar Ave.
5. 9217 Manzanar Ave.
6. 9211 Manzanar Ave.
7. 9205 Manzanar Ave.
8. 9161 Manzanar Ave.
9. 9155 Manzanar Ave.
10. 9147 Manzanar Ave.
11. 9141 Manzanar Ave.
12. 9135 Manzanar Ave.
13. 9127 Manzanar Ave.
14. 9123 Manzanar Ave.
15. 9117 Manzanar Ave.
16. 9111 Manzanar Ave.
17. 9109 Manzanar Ave.
18. 9103 Manzanar Ave.
19. 9102 Manzanar Ave.
20. 9108 Manzanar Ave.
21. 9112 Manzanar Ave.
22. 9116 Manzanar Ave.
23. 9122 Manzanar Ave.
24. 9126 Manzanar Ave.
25. 9130 Manzanar Ave.
26. 9136 Manzanar Ave.
27. 9144 Manzanar Ave.
28. 9150 Manzanar Ave.
29. 9156 Manzanar Ave.
30. 9162 Manzanar Ave.
31. 9202 Manzanar Ave.
32. 9208 Manzanar Ave.
33. 9214 Manzanar Ave.
34. 9220 Manzanar Ave.
35. 9226 Manzanar Ave.
36. 9234 Manzanar Ave.
37. 9240 Manzanar Ave.
38. 9246 Manzanar Ave.
39. 12102 Dunrobin Ave.
40. 12103 Dunrobin Ave.
41. 12108 Dunrobin Ave.
42. 12109 Dunrobin Ave.
43. 12114 Dunrobin Ave.
44. 12115 Dunrobin Ave.
45. 12120 Dunrobin Ave.
46. 12121 Dunrobin Ave.
47. 12124 Dunrobin Ave.
48. 12125 Dunrobin Ave.
49. 12130 Dunrobin Ave.
50. 12131 Dunrobin Ave.
51. 12136 Dunrobin Ave.
52. 12137 Dunrobin Ave.
53. 12142 Dunrobin Ave.
54. 12143 Dunrobin Ave.
55. 12148 Dunrobin Ave.
56. 12149 Dunrobin Ave.
57. 12152 Dunrobin Ave.
58. 12155 Dunrobin Ave.
59. 12158 Dunrobin Ave.
60. 12159 Dunrobin Ave.
61. 12202 Dunrobin Ave.
62. 12203 Dunrobin Ave.
63. 12208 Dunrobin Ave.
64. 12209 Dunrobin Ave.
65. 12212 Dunrobin Ave.
66. 12215 Dunrobin Ave.
67. 12218 Dunrobin Ave.
68. 12221 Dunrobin Ave.
69. 12224 Dunrobin Ave.
70. 12225 Dunrobin Ave.
71. 12230 Dunrobin Ave.
72. 12231 Dunrobin Ave.
73. 12236 Dunrobin Ave.
74. 12237 Dunrobin Ave.
75. 12240 Dunrobin Ave.
76. 12243 Dunrobin Ave.
77. 12246 Dunrobin Ave.
78. 12249 Dunrobin Ave.
79. 12252 Dunrobin Ave.
80. 12255 Dunrobin Ave.
81. 12258 Dunrobin Ave.
82. 12259 Dunrobin Ave.
83. 8203 Blandwood Rd.
84. 8209 Blandwood Rd.
85. 8213 Blandwood Rd.
86. 8219 Blandwood Rd.
87. 8225 Blandwood Rd.
88. 8235 Blandwood Rd.
89. 8239 Blandwood Rd.
90. 8243 Blandwood Rd.
91. 8251 Blandwood Rd.
92. 8255 Blandwood Rd.
93. 8261 Blandwood Rd.
94. 8265 Blandwood Rd.
95. 8269 Blandwood Rd.
96. 8275 Blandwood Rd.
97. 8272 Blandwood Rd.
98. 8266 Blandwood Rd.
99. 8262 Blandwood Rd.
100. 8256 Blandwood Rd.
101. 8252 Blandwood Rd.
102. 8246 Blandwood Rd.
103. 8240 Blandwood Rd.
104. 8236 Blandwood Rd.
105. 8232 Blandwood Rd.
106. 8226 Blandwood Rd.
107. 8220 Blandwood Rd.
108. 8216 Blandwood Rd.
109. 8210 Blandwood Rd.
110. 8206 Blandwood Rd.
111. 8200 Blandwood Rd.
112. 8229 Blandwood Rd.

ATTACHMENT C

Item No. 18.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**ANTHONY HILDEBRAND, FIRE CHIEF**
DATE:	**JUNE 23, 2026**
SUBJECT:	**ADOPTION OF RESOLUTION REGARDING 2026 SB 1205 MANDATED FIRE/LIFE SAFETY INSPECTION COMPLIANCE REPORT**

EXECUTIVE SUMMARY

The City Council will consider adopting the attached resolution acknowledging receipt of a report by the Fire Chief of the Downey Fire Department regarding the annual inspection of required occupancies under Sections 13146.2 and 13146.3 of the California Health and Safety Code.

RECOMMENDATION

That the City Council:

> Adopt Resolution No. 26-8369, acknowledging receipt of a report made by the Fire Chief of the Downey Fire Department regarding the annual inspections of certain occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

BACKGROUND

Passed in 2018, Senate Bill 1205 added Section 13146.4 to the Health and Safety Code, requiring fire departments to report annually to their administering authority on their compliance with Sections 13146.2 and 13146.3 by resolution.

This compliance report details the number of fire/life safety inspections for Occupancy Type “R1” and “R2” (residential) and Occupancy Type “E” (education) conducted within the jurisdiction relative to the number of occupancies. Type R1 and R2 occupancies include hotels, motels, lodging houses, and apartment houses with more than two dwelling units. Type E occupancies include public and private school facilities serving more than 6 children for educational purposes through 12th grade.

ANALYSIS

The attached report represents inspections conducted within the past 12 months, as required by state law. During fiscal year 2025-2026, Downey Fire Department personnel conducted 498 mandated inspections out of 673 total occupancies. The Fire Department remains committed to achieving maximum inspection compliance while providing a full-service fire prevention bureau and investigating all fires and explosions within the City.

The Fire Department intends to continue its efforts to complete the outstanding 175 mandatory inspections with available resources as quickly as possible. These inspections will be prioritized by occupancy type and hazard potential.

CITY COUNCIL PRIORITIES

Quality of Life, Safety & Infrastructure

FISCAL IMPACT

There is no fiscal impact.

Attachments

Attachment A - Resolution No. 26- 8369 - SB 1205 Mandated Fire and Life Safety Inspection.pdf
Attachement B - SB 1205 Suppression R2 Mandated Fire and Life Safety Inspections 2026.pdf

RESOLUTION NO. 26-8369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE DOWNEY FIRE DEPARTMENT REGARDING THE ANNUAL INSPECTIONS OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health and Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019, requiring all city fire departments to perform an annual inspection and report to their administering authority, or city council, as further described below; and,

WHEREAS, California Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Downey Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided therein; and,

WHEREAS, California Health and Safety Code Section 13146.4 requires all fire departments, including the Downey Fire Department, that provide fire protection services to report annually to its administering authority, ordinarily at the time the administering authority discusses its annual budget, on its compliance with Sections 13146.2 and 13146.3; and,

WHEREAS, the City Council of the City of Downey intends this Resolution to fulfill the requirements of California Health and Safety Code Sections 13146.4.

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

SECTION 1. The City Council expressly acknowledges the measure of compliance of the Downey Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Downey, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES: Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Downey, there are 75 Group E occupancies, buildings, structures, and/or facilities. During fiscal year 2025-2026, the Downey Fire Department completed the annual inspection of 17 Group E occupancies, buildings, structures, and/or facilities. This is a compliance rate of 22.6% for this reporting period. With the implementation of the Fire Department's new inspection management system, an updated scheduling and compliance schedule is being developed.

B. RESIDENTIAL GROUP R OCCUPANCIES: Residential Group R1 and R2 occupancies, for this resolution, are occupancies containing sleeping units and include hotels, motels, and apartments. Within the City of Downey, there are 570 Group R1 and R2 occupancies. During fiscal year 2025-2026, the Downey Fire Department completed the annual inspection of 500 Group R1 and R2 occupancies. This is an 88.0% compliance rate for this reporting period. With the implementation of the Fire Department's new inspection management system, an updated scheduling and compliance schedule is being developed.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this the 23rd day of June, 2026.

CLAUDIA M. 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 23rd day of June, 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

Downey Fire Department

Suppression - 2026 SB1205 Mandatory R2 Fire Prevention Inspections

June 15, 2026

Facility Inspections

Station/Shift	Total	Complete	Not Started	Need Follow-Up	Percent Complete
Fire Station 1					
Fire Station 1A	51	37	2	12	72.5%
Fire Station 1B	53	51	0	2	96.2%
Fire Station 1C	49	47	0	2	95.9%
Fire Station 2					
Fire Station 2A	47	39	0	8	83.0%
Fire Station 2B	42	38	0	4	90.5%
Fire Station 2C	52	38	0	14	73.1%
Fire Station 3					
Fire Station 3A	52	40	0	12	76.9%
Fire Station 3B	41	34	1	6	82.9%
Fire Station 3C	50	46	0	4	92.0%
Fire Station 4					
Fire Station 4A	44	44	0	0	100.0%
Fire Station 4B	46	45	0	1	97.8%
Fire Station 4C	43	41	0	2	95.3%
Total Quantity of Inspections:	**570**	**500**	**3**	**67**	**88.0%**

Total Percentage of Mandated Inspections Completed: 87.7%

Total Percentage of Mandated Inspections Not Started: 0.5%

Total Percentage of Mandated Inspections Need Follow Up: 11.8%

Shift Totals:

	Total	Complete	Not Started	Need Follow Up
A-Shift:	194	160	2	32
B Shift:	182	168	1	13
C-Shift:	194	172	0	22
Total:	570	500	3	67

Shift Percentages:

	Complete	Not Started	Need Follow Up
A-Shift:	82.5%	1.0%	16.5%
B Shift:	92.3%	0.5%	7.1%
C-Shift:	88.7%	0.0%	11.3%

Pursuant to California Health and Safety Code Sections 13146.2 and 13146.3, buildings holding the occupancy types listed above require inspection at least annually. The results of these inspections must be reported to and formally acknowledged by the governing body of the Authority Having Jurisdiction.

Item No. 19.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**IRMA HUITRON, DIRECTOR OF COMMUNITY DEVELOPMENT**
DATE:	**JUNE 23, 2026**
SUBJECT:	**RESOLUTION APPROVING THE CITY OF DOWNEY SENATE BILL 79 TRANSIT ORIENTED DEVELOPMENT ALTERNATIVE PLAN, AND AUTHORIZING SUBMISSION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

EXECUTIVE SUMMARY

The City Council will consider a resolution for a Transit-Oriented Development Alternative Plan pursuant to Senate Bill 79. Senate Bill 79 establishes statewide development standards that allow increased housing density, height, and floor area near qualifying transit stops, including three potential Tier 2 transit-oriented development locations within the City of Downey. Through its ongoing General Plan Update, the City has developed a Transit-Oriented Development Alternative Plan that evaluates housing, transportation, infrastructure, environmental considerations, and community priorities while identifying capacity for approximately 10,350 residential units in transit-accessible and opportunity-rich areas. Supported by extensive technical analysis, environmental review, and public outreach, the Transit-Oriented Development Alternative Plan advances State transportation and housing objectives while ensuring future growth is coordinated with infrastructure and neighborhood compatibility.

RECOMMENDATION

That the City Council:

1. Adopt Resolution No. 26-8370, adopting a local Transit-Oriented Development Alternative Plan pursuant to Government Code Section 65912.161;

2. Find that the Transit-Oriented Development Alternative Plan represents the City's preferred approach for accommodating existing and future housing capacity and transit-supportive development;

3. Authorize submission of the Transit-Oriented Development Alternative Plan to the California Department of Housing and Community Development for review pursuant to Senate Bill 79; and,

4. Authorize the Community Development Director to prepare and provide any supplemental information to the California Department of Housing and Community Development to facilitate its review of Downey’s Transit-Oriented Development Alternative Plan.

BACKGROUND

Recent changes in State law have increased the focus on transit-oriented development and housing production in areas served by public transit. Specifically, Senate Bill (SB) 79, the Abundant and Affordable Homes Near Transit Act, was signed into law by California Governor Gavin Newsom on October 10, 2025, and will go into effect on July 1, 2026. SB 79 expressly allows cities to adopt a Transit-Oriented Development Alternative Plan (TOD Alternative Plan) in lieu of applying the default state development standards. The alternative plan may be adopted through a housing element, specific plan, zoning overlay, ordinance, or similar local planning mechanism, provided it maintains at least the same overall housing and residential floor area capacity required by SB 79 and has been approved by the California Department of Housing and Community Development (HCD).

SB 79 establishes statewide housing standards based on proximity to major transit rather than local zoning alone. The law applies broadly to any zone that permits residential uses, including single-family, multi-family, commercial, and light manufacturing zones. SB 79 applies to sites that are located within 200 feet, ¼ mile, or ½ mile of an eligible Transit-Oriented Development (TOD) stop.

The City is currently undertaking a comprehensive update of its General Plan. The update represents the first comprehensive review of several General Plan Elements in many years and is intended to establish a long-term vision for growth, housing, transportation, economic development, public infrastructure, environmental sustainability, and community character through the year 2045. The General Plan Update builds upon the City's recently adopted Housing Element, ongoing infrastructure planning efforts, economic development initiatives, circulation planning, environmental justice policies, and extensive public outreach conducted throughout the planning process.

The City believes that land use decisions should be informed by local conditions, infrastructure capacity, neighborhood context, environmental considerations, and long-term planning objectives. The ongoing General Plan Update process took into consideration the local existing and proposed transit facilities within the City and their role in shaping future land use patterns, mobility options, and development opportunities. As part of this effort, the City analyzed existing circulation patterns, travel demand, roadway capacity, multi-modal connectivity, and the relationship between land use and transportation infrastructure. The analysis considered how transit investments can support housing, employment, and mixed-use development while reducing vehicle miles traveled and improving access to local and regional destinations. The evaluation conducted as part of the General Plan Update process provides the most comprehensive and appropriate method for evaluating these opportunities and establishing a coordinated strategy for future growth.

ANALYSIS

Applicability of SB 79 in Downey

SB 79 establishes statewide standards for housing near major transit and limits the ability of cities to apply local regulations that would prevent eligible projects from achieving the height, density, or floor area allowed by the law. Housing projects with five or more units located near transit are entitled to specific development standards based on their distance from a transit stop, with more housing allowed closer to transit.

Within the City of Downey there are three locations that may qualify as ‘Tier 2’ TOD stops, and the following heights and densities would be applicable to those locations, depicted in Attachment A (City of Downey SB 79 TOD Zones). Once the alternative plan has been approved by the HCD, the above provisions of SB 79 will not apply.

Table 1: SB 79 TOD Standards

Proximity to TOD Stop	Height (ft)	Min/Max du/ac	Residential FAR
1/4 Mile	65	100	3
1/4 to 1/2 Mile	55	80	2.5
Within 200 Feet	85	140	4

Comprehensive Planning Approach

The City has already initiated a comprehensive planning effort through its General Plan Update that includes evaluation of future land use patterns, housing opportunities, circulation improvements, infrastructure needs, environmental constraints, and community priorities for the next 20 years. Unlike a standalone transit-oriented development plan, the General Plan Update evaluates the relationship between housing, transportation, public facilities, economic development, parks and open space, environmental justice, climate resilience, and community character on a citywide basis. The General Plan process provides an opportunity to identify locations where additional housing and mixed-use development can be accommodated while ensuring adequate infrastructure, public services, mobility improvements, and compatibility with surrounding development.

Downey Housing Capacity in Transit-Accessible Locations

The City has already identified 6,525 units City-wide within its adopted Housing Element. A majority of these sites are located in transit-accessible locations, such as the existing Metro C Line Lakewood Boulevard Station (397 units), the LA Metro proposed Southeast Gateway Line station (Rancho Los Amigos area) (700 units), the Downtown Downey Specific Plan (1,141 units), the Stonewood Specific Plan (874 units), and major commercial corridors served by high-quality transit, and the remaining in underutilized residential properties.

The ongoing General Plan Update, which is set to be completed by November 2026 is evaluating opportunities to increase residential and mixed-use development capacity along major commercial corridors, near high-quality transit corridors, and within key first-mile and last-mile connection areas (2,355 units). Additional locations that provide access to employment centers, commercial services, educational institutions, and regional transit facilities are identified (1,470 units), creating an overall TOD alternative capacity for 10,350 new units. Exhibit A to the City Council Resolution provides a TOD Alternative Plan map with all the above-mentioned locations. These locations have been available for public review and comments on the City’s website since April 2026 and were included in a report presented to the City Council on May 12, 2026.

The City's planning efforts are intended to build upon existing transit-supportive development patterns while identifying additional opportunities to accommodate housing growth in locations that support transportation choice, walkability, and efficient use of infrastructure. By directing future housing growth to areas with access to opportunity and transportation choices, the City seeks to expand housing options, promote equitable outcomes, and further the goals of Affirmatively Furthering Fair Housing (AFFH) while supporting sustainable and transit-supportive development patterns.

The TOD Alternative Plan includes sites and growth areas previously analyzed as part of the City's adopted Housing Element, including evaluations conducted pursuant to State housing and AFFH requirements. Many of these areas were identified as providing access to employment centers, quality schools, transportation options, parks, commercial services, and other community resources. The City's ongoing General Plan Update, along with the accompanying draft Environmental Impact Report (DEIR), has further evaluated these areas and additional opportunity sites to ensure that future housing capacity is directed toward locations that provide access to opportunity, support transit use, and can be served by existing and planned infrastructure.

The General Plan Update includes an update to the Circulation Element, which requires the City to evaluate the land use patterns and citywide transportation plans. The Circulation Element is further analyzed as part of the General Plan environmental impact report. Informed by these analyses and public input, the Downey TOD Alternative Plan is based upon the following objectives:

Housing Opportunities

- Encourage additional housing opportunities in appropriate locations.
- Support mixed-use and higher-density residential development near transit services, commercial centers, and employment areas.

- Build upon sites identified in the Housing Element and other opportunity areas.
- Promote a range of housing types that meet the needs of existing and future residents.
- Build upon existing Housing Element capacity located within transit-accessible areas.
- Identify additional housing opportunities near high-quality transit corridors and first-mile/last-mile connections through the General Plan Update process.

Transit-Supportive Development

- Encourage development patterns that improve access to transit services.
- Strengthen connections between housing, employment centers, commercial destinations, and transit facilities.
- Improve pedestrian, bicycle, and first/last-mile connections.
- Support investments by regional transit providers.

Infrastructure and Public Services

- Align future development with available infrastructure capacity.
- Coordinate land use decisions with transportation, water, sewer, storm drain, and public safety planning.
- Ensure that future growth can be adequately served by public facilities and services.

Neighborhood Compatibility

- Encourage transitions between higher-intensity development and established residential neighborhoods.
- Respect existing neighborhood character while accommodating future growth.
- Promote high-quality urban design and site planning.

Environmental Sustainability

- Support development patterns that reduce vehicle miles traveled.
- Encourage walking, bicycling, and transit use.
- Promote climate resiliency and sustainable development practices.

Public Outreach and Planning Efforts

The TOD Alternative Plan is supported by substantial planning work already completed as part of the General Plan Update process, including:

- Existing conditions analyses;
- Public surveys and outreach activities;
- Housing Element implementation efforts;
- Land use and infrastructure evaluations;
- Economic Market Demand Study;
- Environmental justice planning;
- Transportation and circulation planning; and
- Community workshops and stakeholder meetings;

The City has conducted outreach efforts to gather input from residents, stakeholders, and the broader community through workshops, questionnaires, multimedia platforms, and multiple pop-up events at family-oriented events. This was to ensure the planning process was inclusive and reflected community priorities and values. More recently, on April 2, 2026, the City hosted a scoping meeting to initiate preparation of the Environmental Impact Report (EIR). Staff sought input from over 40 responsible and interested agencies such as the California Air Resources Board, Metro, Downey Unified School District, South Coast Air Quality Board, Edison, Los Angeles County Sanitation, and various neighboring cities.

Collectively, these efforts provide a comprehensive factual basis for evaluating future transit-oriented development opportunities within the City and demonstrate a capacity to develop 10,350 new residential units.

CONSISTENCY WITH ADOPTED PLANS

The TOD Alternative Plan is consistent with the 2025 HCD certified City's Housing Element and supports State housing objectives by encouraging additional housing opportunities, promoting mixed-use development, and improving access to transit services.

The framework is also consistent with the goals of the ongoing General Plan Update and regional planning efforts that encourage sustainable growth patterns and transportation choice.

CONCLUSION

The Draft TOD Alternative Plan provides a comprehensive, locally informed approach for evaluating future transit-oriented development opportunities while leveraging the significant planning, outreach, and environmental analysis already underway through the City's Comprehensive General Plan Update. The Plan builds upon existing transit-oriented housing capacity and ongoing efforts to maximize housing opportunities near transit services, high-quality transit corridors, and first-mile and last-mile connection areas, while taking into consideration the community context, including siting housing opportunities near high-resource areas. Through the General Plan Update process, the City intends to continue advancing housing production, transportation choice, and sustainable development objectives in a manner that reflects local conditions and long-term infrastructure planning. The Plan demonstrates that Downey can accommodate substantial housing growth and transit-oriented development through a locally informed approach that balances housing production, mobility, economic development, neighborhood compatibility, and preservation of community character.

ENVIRONMENTAL REVIEW

The proposed action is not a project pursuant to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it constitutes organizational and administrative activities that will not result in a direct or indirect physical change in the environment. Alternatively, the action may be considered exempt under CEQA Guidelines Section 15061(b)(3), the common sense exemption, because it can be seen with certainty that approval of the TOD Policy Framework will not have a significant effect on the environment. Environmental review of future General Plan amendments, land use changes, zoning amendments, and implementation measures will occur as part of the ongoing General Plan Environmental Impact Report process.

CITY COUNCIL PRIORITIES

Quality of Life, Safety & Infrastructure

Public Engagement

FISCAL IMPACT

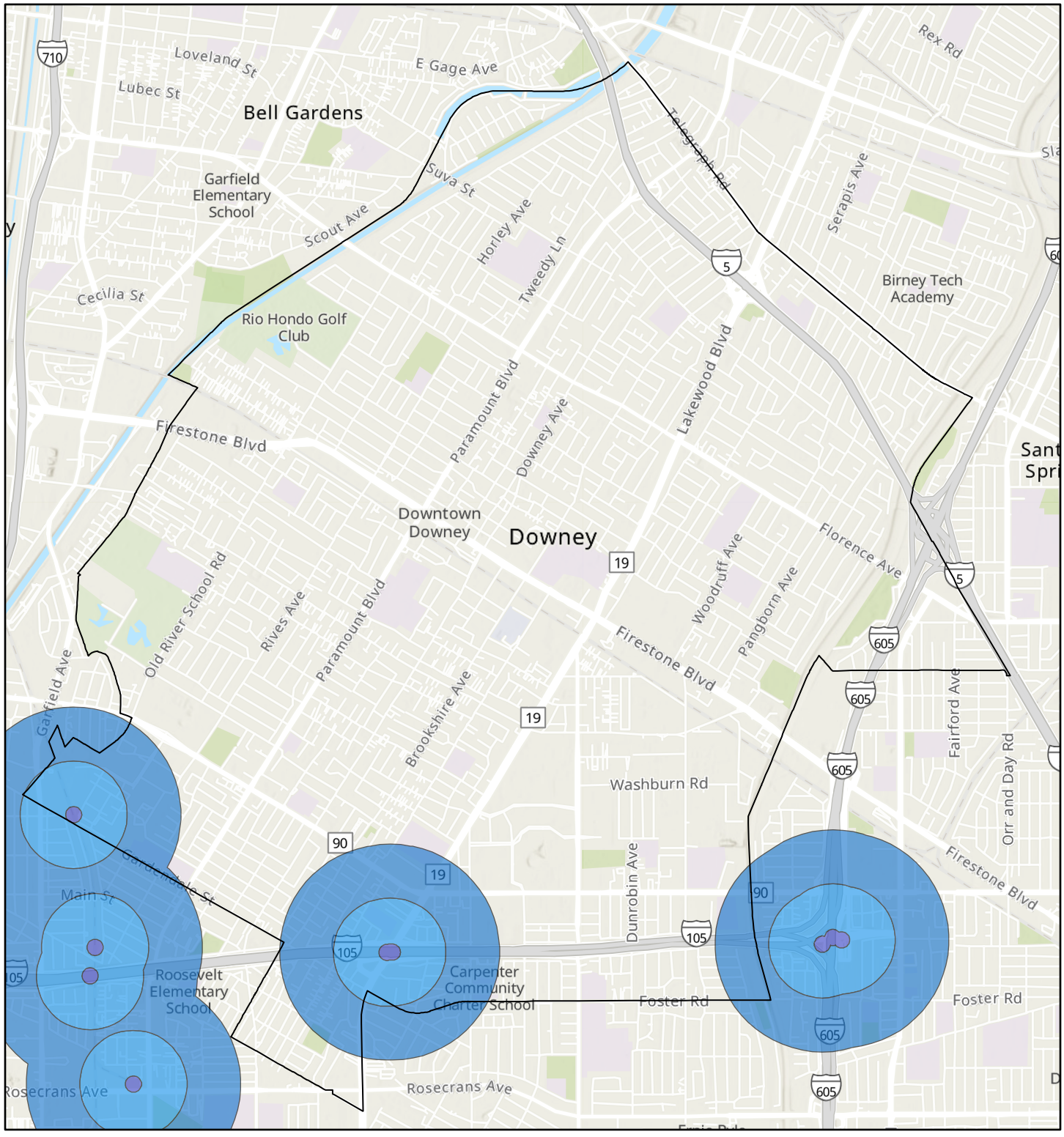
Approval of the recommended action has no fiscal impact.

Attachments

Attachment A - Downey SB 79 TOD Zones

Attachment B - SB 79 Reso w Exhibit A Final

City of Downey SB 79 TOD Zones



6/18/2026

1:50,000

0 0.35 0.7 1.4 mi

0 0.5 1 2 km

Downey Boundary

DRAFT SB 79 Transit-Oriented Development (TOD) Zones and Tiers

0.25 Miles

0.5 Miles

200 Feet

World_Hillshade

KOA Corporation, SCAG, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS

ATTACHMENT A

RESOLUTION NO. 26-8370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING A LOCAL TRANSIT-ORIENTED DEVELOPMENT ALTERNATIVE PLAN PURSUANT TO GOVERNMENT CODE SECTION 65912.161

WHEREAS, Senate Bill (SB) 79 was enacted into law on October 10, 2025, and codified at Sections 65912.155 through 65912.162 of the California Government Code; and

WHEREAS, SB 79 imposes a sweeping new framework for residential development near public transit, incentivizing and allowing the development of housing in proximity to public transit by superseding local zoning and General Plan land use regulations; and

WHEREAS, SB 79 aims to increase the supply of affordable and market-rate housing within one-half mile of major transit stops in what are defined as "transit-oriented development zones" (TOD Zones) where local zoning regulations would be preempted; and

WHEREAS, SB 79 applies to "urban transit counties," meaning counties with 15 or more passenger rail stations, which includes Los Angeles County and, by extension, cities located in it like Downey; and

WHEREAS, this law will take effect on July 1, 2026, but contains provisions for exemption if a local agency adopts a "local transit-oriented development alternative plan" approved by the Department of Housing and Community Development, in which case SB 79, specifically the requirements of Government Code Section 65912.157, will not apply to the local agency; and

WHEREAS, there are three Transit Oriented Development (TOD) Zones located in Downey that will be subject to SB 79, which increases the height limit, maximum density, and floor area allowed for any parcel zoned for residential, mixed-use, or commercial development in such areas; and

WHEREAS, as permitted by Government Code Section 65912.161, the City has created a local TOD Alternative Plan (Exhibit - A).

WHEREAS, the City Council finds that the Draft TOD Alternative Plan (Exhibit - A) that has resulted from and has been analyzed as part of the ongoing General Plan Update process, provides an appropriate and comprehensive approach for accommodating future housing and transit-supportive development in alignment with SB 79 for the following reasons:

1. Comprehensive Planning Process
The General Plan Update evaluates housing, land use, transportation, infrastructure, environmental resources, economic development, public services, environmental justice, and community character in an integrated manner. This comprehensive planning approach provides a more complete assessment of future growth opportunities than consideration of transit proximity alone.

2. Housing Production and Housing Element Consistency
The City has adopted a Housing Element that identifies sufficient capacity to accommodate its Regional Housing Needs Allocation (RHNA) and has established programs and policies intended to facilitate housing production throughout the planning period. The TOD Alternative Plan builds upon these efforts by identifying opportunities for additional housing and mixed-use development in locations that are served by infrastructure, commercial services, employment opportunities, and transit.

3. Transit-Supportive Development Opportunities
The TOD Alternative Plan encourages higher-density residential and mixed-use development in appropriate locations that provide access to public transit, employment centers, commercial services, and community amenities. The plan also promotes improved pedestrian, bicycle, and first/last-mile connections intended to support transit use and reduce reliance on single-occupancy vehicle trips.

4. Infrastructure and Public Facility Coordination
Future growth should be coordinated with transportation facilities, water systems, wastewater facilities, storm drain infrastructure, parks, public safety services, and other public improvements. The General Plan Update allows these considerations to be evaluated comprehensively to ensure that future development can be adequately served by public facilities and infrastructure.

5. Neighborhood Compatibility and Community Character
The TOD Alternative Plan seeks to accommodate future growth while encouraging appropriate transitions between higher-intensity development areas and established residential neighborhoods. This approach supports housing production objectives while recognizing the importance of maintaining neighborhood livability and compatibility.

6. Public Participation and Environmental Review
The TOD Alternative Plan includes extensive public outreach, stakeholder engagement, technical analysis, and environmental review. The City finds that incorporation of the TOD Policy Framework into the General Plan Update provides an open and transparent process for evaluating future transit-oriented development opportunities and associated land use changes.

7. Achievement of State Housing and Sustainability Objectives
The City finds that the TOD Alternative Plan, when implemented through the Comprehensive General Plan Update and associated zoning amendments, is intended to support housing production, transportation choice, walkability, sustainability, and reduced vehicle miles traveled while allowing future development to be evaluated in the context of local conditions and infrastructure capacity.

8. Existing and Planned Transit-Oriented Housing Capacity
The City has already established substantial housing capacity within transit-accessible areas through its Housing Element and existing land use policies. The ongoing General Plan Update is evaluating and identifying methods for maximizing residential and mixed-use development opportunities near the Metro C Line station area, high-quality transit corridors, and first-mile and last-mile connection areas. Collectively, these efforts are intended to further advance housing production and transit-supportive development objectives through a coordinated citywide planning process.

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

SECTION 1. The City Council hereby finds and determines that the above recitals are true and correct and are incorporated herein.

SECTION 2. The City Council hereby adopts the local Transit-Oriented Development Alternative Plan depicted in Exhibit A; and authorizes the Community Development Director to prepare and provide any supplemental information to HCD to facilitate its review of Downey's TOD Alternative Plan.

SECTION 3. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 4. This Resolution shall become effective upon its adoption.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 23rd day of June, 2026.

CLAUDIA FROMETA
Mayor

ATTEST:

MARIA ALICIA DUARTE, CMC
City Clerk

APPROVED AS TO FORM:

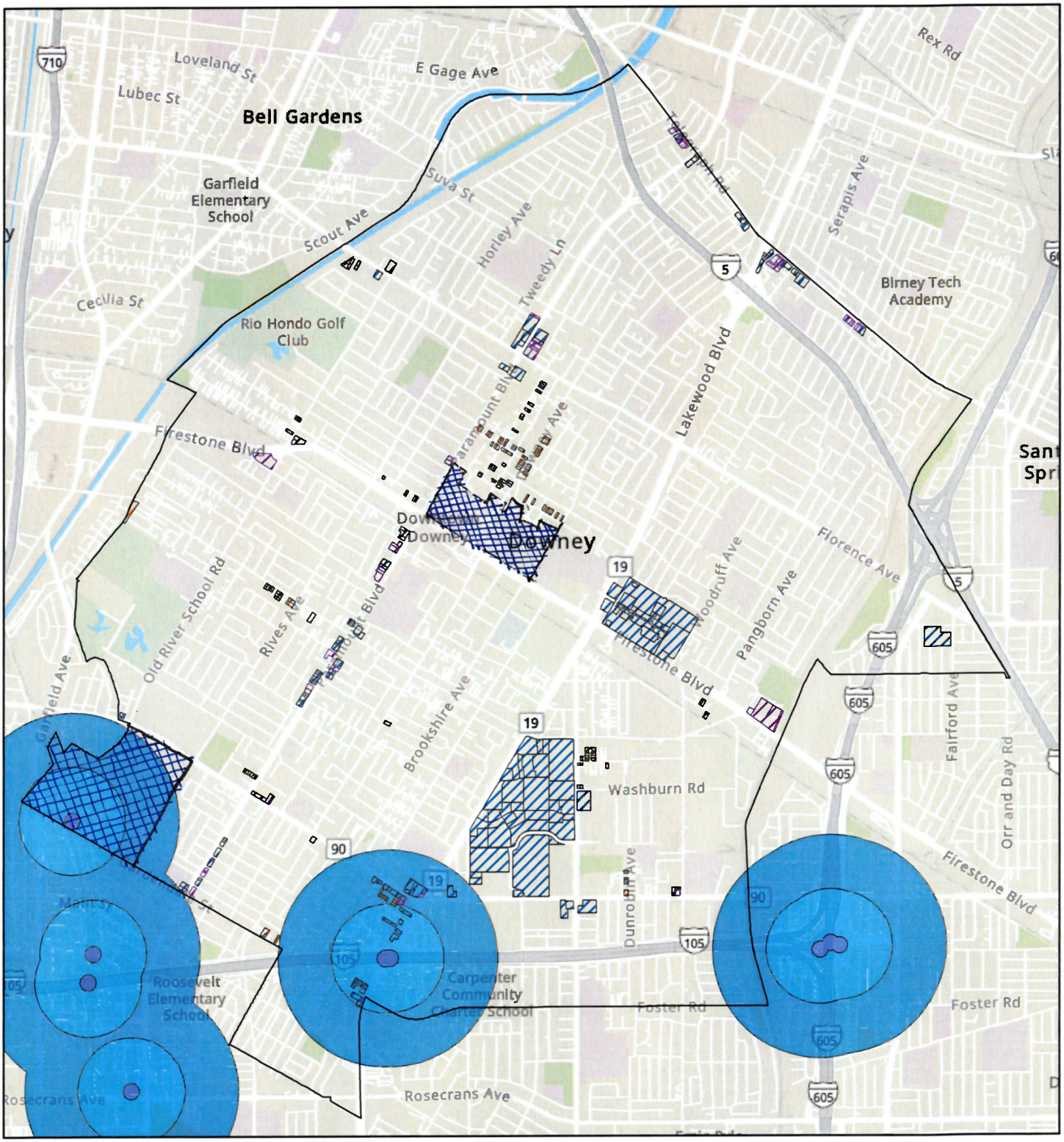
JOHN M. FUNK
City Attorney

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 23rd day of June, 2026, by the following vote, to wit:

AYES:	Council Members:	Frometa, Ortiz, Trujillo, Pemberton, Sosa.
NOES:	Council Members:	None.
ABSENT:	Council Members:	None.
ABSTAIN:	Council Members:	None.

MARIA ALICIA DUARTE, CMC
City Clerk

Draft City of Downey Transit-Oriented Development Alternative Plan



6/18/2026

1:50,000

0 0.35 0.7 1.4 mi

0 0.5 1 2 km

Downey Boundary

Residential Corridor Overlay

Residential Corridor Overlay

DowneyHousingOverlays

Housing Overlay Zone 1 (HOU-1)

Housing Overlay Zone 2 (HOU-2)

Existing Capacity

*Boundaries are approximate

DRAFT SB 79 Transit-Oriented Development (TOD) Zones and Tiers

0.25 Miles

0.5 Miles

200 Feet

World_Hillshade

KOA Corporation, SCAG, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

EXHIBIT - A

Item No. 20.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**VANIAH DE ROJAS, ASSISTANT CITY MANAGER**
DATE:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF A STREET CLOSURE APPLICATION REQUEST BY DOWNEY FOUNDATION FOR INDEPENDENT JOURNALISM FOR THE FINAL MATCH WATCH PARTY EVENT**

EXECUTIVE SUMMARY

The City Council will consider approving a request for a Parade Permit/Street Closure Application submitted by the Downey Foundation for Independent Journalism on behalf of the Downtown Downey Improvement Association (DDIA) for a special event scheduled for Sunday, July 19, 2026 from 10:00 am to 5:00 pm. The special event will be a watch party for the final FIFA World Cup soccer match, and will include food trucks, vendors, petting zoo, soccer experience, and live broadcast of the soccer match.

RECOMMENDATION

That the City Council:

Approve a street closure for the Final Match Watch Party, which will occur at Downey Avenue and 3rd Street between the following intersections:

- Downey Avenue from 2nd Street to 4th Street
- 3rd Street @ New Street
- 3rd Street to end of south parking lot entrance of US Bank

BACKGROUND

The Downey Foundation for Independent Journalism is a non-profit organization that has submitted a Street Closure and Special Event Permit Applications on behalf of the Downtown Downey Improvement Association (DDIA) to host a Final Match Watch Party event.

The DDIA and the Downey Foundation for Independent Journalism both have experience overseeing special events in the Downtown and surrounding areas, including the the Downtown Downey Night Market on Thursdays and the annual Downey Street Faire, respectively.

ANALYSIS

On May 29, 2026, the City received a street closure request to close Downey Avenue from 2nd Street to 4th Street and to close 3rd Street from New Street to the end of the south parking lot entrance of US Bank. The closure will accommodate the Final Match Watch Party to celebrate the final match of the FIFA World Cup. The event will be a family-friendly festival that will include food trucks, an open-air vendor market, outdoor seating, broadcast of the final match, petting zoo, soccer activities and kids' zone. The full event description and layout is included in this report as Attachment A.

The vendor booths will consist of merchandise and food vendors offering pre-packed food options while some will be cooking on-site. Vendors selling pre-package food and/or food cooked on-site will be required to provide health permits from the Los Angeles County Health Department. A stage is proposed to be located on Downey Avenue at 2nd street and will feature a screen to broadcast the game and a disc jockey. As this is a FIFA World Cup broadcast, the applicant has obtained a licensing approval from FOX under the "Special Non-Commercial Public Viewing Events" category due to their expected attendance being between 500-950 people (the applicant can not exceed 1,000 attendees under this licensing category). If the attendance rises above 1,000 the event is considered a Commerical Public Viewing Event and there is particular licensing category and associating fees in relation to this type of event per FIFA regulations. The applicant has acknowledged these requirements and understands that they are responsible, not the City, for any licensing and fees required by FIFA.

The following street closures will be closed to all traffic from 7:00 a.m. to 8:00 p.m. on Sunday, July 29, 2026, to accommodate the Final Match Watch Party:

- Hard street closure on Downey Avenue at the intersections of 2nd and 4th Streets.
- Hard street closure on 3rd Street at the intersections of New Street and to end of south parking lot entrance of US Bank.

The City's Development Review Committee (DRC), which is made up of representatives from the Police, Fire, Public Works, and Community Development Departments, has reviewed the site layout proposed for the event and have provided standard conditions of approval to ensure the event will not cause adverse impacts on the health or safety of surrounding users. Those conditions include, but are not limited to, providing trash receptacles, portable restrooms, security guards, police officers, placement of road closure signs, approval from the Los Angeles County Health Department permits for food vendors, and assurance that the event site is to be restored to its previous state. Lastly, "No Parking" signs will be posted along Brookshire Avenue 72 hours in advance of the street closure. The full conditions of approval are included in this report as Attachment B.

The event organizers will be responsible for the complete set-up and breakdown of the event. As with all Special Use Permits, fees are required of the applicant to receive the required permits. Fees for this event are outlined in 'Table 1'.

Table 1

Applicant: Downey Foundation for Independent Journalism

Event: Final Match Watch Party

Applicable City Fees, Materials and Labor Costs

Department	**Estimated Value**	**Cost Details**

1. Police Department	$7,536.70*	The cost of Police Department Personnel staffing the event calculated at the current overtime rates by rank. This estimate is for 5 DPD Officers plus 1 supervisor
2. Fire Department	$240*	Fire Special Event Permit Fee Includes Inspection
3. Public Works Department – Maintenance Division	$ 5,450*	Estimated labor and materials costs to provide Street Closure & Traffic Control Services using City staff, and resources.
3. **Public Works Department** – Maintenance Division	$500	Special event waste management deposit- Refundable Deposit. Not taken into account in the cost total
4. Building & Safety Division	TBD	Permits and Special Inspection required for generators over 25kw, stages, and canopies/structures greater than 120 square feet
6. Planning Division	$241	Special Event Permit Application Fee – Non-Profit Rate
7. Application Processing Fee	$300	Special Event Processing Fee
Discounts/Waivers	-$4,750	A 50% discount of up to $4,750 will be applied per the City of Downey Non-Profit Fee Waiver (*Applicable to fees and services, identified by an '*'*)
TOTAL DUE:	$9,017.70	Applicant would be responsible for payment of all costs associated with the event
**Final cost subject to final calculation of permit costs, labor, and materials expended*		

At the July 23, 2024, City Council meeting, Council adopted the Fee Waiver, Table Sponsorship, Foursome Golf Voucher Donation, and Showmobile Use Policy for Non-Profit Organizations. Per this policy, there will be a deduction of 50%, up to $4,750, applied to all eligible fees, as specified in Section 2.A of the policy. The total amount of fees waived for this event equals to $4,750. The City's non-profit fee waiver is not applicable to the Planning Division's special event permit application fee of $234 as this fee is set to a discounted price specific to non-profit organizations.

CITY COUNCIL PRIORITIES

Economic Vibrancy

Quality of Life, Safety & Infrastructure

Public Engagement

FISCAL IMPACT

Approval of the recommended action will result in an estimated revenue increase in the amount of $9,017.70 that will be received for applicable City fees, materials, and staff labor costs as outlined in Table 1; the Downey Foundation for Independent Journalism will be invoiced for these costs. Subsequently, revenues will be disbursed to the appropriate departmental revenue accounts.

Attachments

Attachment A. Special Event. Street Closure Application.pdf
Attachment B Final Match Watch Party Conditions.pdf

Special Event Permit
Application Checklist

The Special Event Permit is for the following case types:

- Large Event (500+ attendees)
- Small Event (150 — 499 attendees)

SUBMITTAL REQUIREMENTS

The following information is required in order to submit a Special Event Permit application. Prior to submitting an application, it is recommended that you speak to a planner about your event. Planners are available Monday through Friday 7:30 a.m. to 5:30 p.m. at the Planning Counter, City Hall 1st Floor, 11111 Brookshire Ave, Downey, CA 90241.

Once submitted, a planner will review your application to determine if the application is complete. In the case of large events, an application must be submitted 60 days prior to the event date so that a public hearing can be held with the Planning Commission. The Downey Municipal Code requires large special events to be approved by the Planning Commission. The Planning Commission meets the first and third Wednesdays of each month.

In the case of small events, the application will be reviewed and processed administratively by staff, without a Planning Commission meeting. An application must be submitted at least 30 days prior to the event date so that there is sufficient time for review by all City departments and notification to be provided for all properties within 100 feet of the event location.

The following items are required for all (large and small) events:

- ☐ **Project plans**, fully dimensioned to Engineer's or Architect's scale. All plans must be accurately drawn and include:
  - ☐ **Site Plan**, which shall include:
    -Property lines of the subject property with the lot dimension, north arrow, and scale of drawings
    -The location of all existing structures, which are dimensioned and uses labeled
    -Driveways, walkways, landscape areas, loading spaces
    -Off Street Parking:
      -Identify handicap parking and the number parking stalls
    -Adjoining streets & easements on the property

- ☐ **Plans Submittal** — The following shall be submitted in one of the formats listed below:
  - ☐ Digitally:
    -One set of the above listed plans in .pdf format
    -Site plan in .jpg format. Site plan should clearly distinguish buildings, landscaping, and parking areas
  - ☐ Hard Copies
    -Seven (7) copies of the above listed plans
    -Plans must be clearly legible and scaled

- ☐ **Special Event Application Form** - The application must be filled out completely and signed by the applicant and the property owner. Please note, the property owner's signature must be notarized.

- ☐ **Event Operations Information** - The supplemental information form must be filled out completely and signed by the applicant or the property owner to provide operational information to describe event activities.

Case No: _____

Special Event Application

City of Downey - Community Development Department - Planning Division

A Planning Application Requested:

☑ Large Special Event (500+ attendees)

☐ Small Special Event (150 — 499 attendees)

B Project Information:

Downtown Downey (between 2nd Street and 4th Street)
Property Address

Assessor Identification Number(s)

Request: Street closure of Downtown Downey. Downey Avenue at 4th Street and 2nd Street, 3rd Street between New Street and the ally between Legacy Church and Beso, on Sunday, July 19 from 7am to 8pm

C Applicant Information:

The Final Match Watch Party
Name

Downey Foundation for Independent Journalism
Business Name

10927 Downey Avenue, Suite C
Mailing Address

Downey | CA | 90241
City | State | Zip

562-904-3668
Phone

Fax

jennifer@dfij.org
Email

I declare under the penalty of perjury that to the best of my knowledge that the information provided on this application is true and correct.

Jennifer DeKay
Applicant's Signature

May 29, 2026
Date

(continued on next page)

Special Event Permit Application *(continued)*

City of Downey - Community Development Department - Planning Division

D Owner Information:

Name

Business Name

Mailing Address

City | State | Zip

Phone | Fax

Email

I declare under the penalty of perjury that to the best of my knowledge that the information provided on this application is true and correct. I further hereby authorize the applicant listed in Section C of this application to submit the application and to be my representative on matters regarding the project described herein.

Date

Property Owner Signature ***(notarization required)***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20__ before me, _____,
(here insert name and title of the notarizing officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Notary Seal

Event Operations Information

Case No: _____

City of Downey - Community Development Department - Planning Division

General Information

Event Name: The Final Match Watch Party

Event Date(s): July 19, 2026 Start: 7:00am am/pm End: 8:00pm am/pm

Describe Event Activities and General Operations: A family friendly event to include the broadcast of the World Cup Final Game on July 19 with the event taking place from 10:00am to 5:00pm. Vendors, food trucks, outdoor seating, live broadcast of the World Cup Final Game, live DJ, petting zoo, kids zone, soccer experience.

Organization: Downey Foundation for Independent Journalism Representative: Jennifer DeKay

Number of Volunteers during Event: 6 to 12 staff/volunteers

A SITE PLAN WITH A DETAILED & DIMENSIONED LAYOUT OF THE EVENT MUST BE PROVIDED

Event Information

Number of Attendees: 500 to 950 Number of Parking Stalls Provided: N/A

Will any of the following be utilized during the event? (*Circle all that apply)*
Some items may require additional permits from other City Departments

Tent/Canopy (size: 10X10) ✓Live Music ✓Generator ✓Amplification (Public Address or Music)
Special Equipment: _____ Event Banner Electrical Power

Will any of the following take place during the event? (*Circle all that apply*)
Some items may require additional permits from outside agencies

Serve/sell food items (# of Vendors: 8) Serve/Sell Alcoholic Beverages (Attach copy of ABC License)
Cooking (Describe: 8 food trucks plus pre-packaged food) Security Measures (Describe: 2 security guards from either RMI or Code 4)

Certification

I hereby certify that the statements furnished on this supplemental information form (including any attached exhibits) present the most current information, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief:

Applicant or property owner signature Jennifer DeKay Date May 29, 2026

Print Form

CITY OF DOWNEY
11111 BROOKSHIRE AVENUE
DOWNEY, CA. 90241-0607

PARADE PERMIT/STREET CLOSURE APPLICATION

D.M.C. SEC. 3145 AND ADMINISTRATIVE REGULATION 805

Organization Sponsoring: DOWNEY FOUNDATION FOR INDEPENDENT JOURNALISM

Event Name: THE FINAL MATCH WATCH PARTY

Contact Person: JENNIFER DEKAY Phone: 562-904-3668

Business: DOWNEY FOUNDATION FOR INDEPENDENT JOURNALISM

Address: 10927 DOWNEY AVENUE, SUITE C ZIP: 90241

Date of Parade: Jul 19, 2026 Start Time: 7AM End Time: 8PM

*** * * PARTICIPANTS * * ***

*** * * ROUTE (attach map) * * ***

Parade Route Information Submitted to City Manager's Office on: _____
Date

Proposed Insurance to Provide General Public Liability Insurance Protection to City in the Amount of $2,000,000.

Requested Concessionaires (attach list):

Date: _____ Signature: _____

FOR CITY USE ONLY

Police Dept. Review - Name: _____ Date: _____

Costs Per Attached Report: _____

Public Works Review - Name: _____ Date: _____

Costs Per Attached Report: _____

Other Dept. - Name: _____ Date: _____

Traffic Impact - Name: _____ Date: _____

Traffic Volumes Per Attached Report _____

Rev. 08/08

CITY OF DOWNEY PARADE/STREET CLOSURE PERMIT INDEMNITY AGREEMENT

The undersigned, herein known as the "Applicant", understands and agrees that the applicant shall assume all risk for loss, damage, liability, injury, cost, or expense that may occur during or as a result of THE FINAL MATCH WATCH PART` located DOWNEY AVENUE BETWEEN 2ND AND 4TH

Activity | Location

The Applicant further agrees that in consideration of permission to use the property above, Applicant will save, defend, protect, indemnify and hold the City of Downey, its employees, agents, and volunteers free and harmless from any loss, claims, liability or damages of any kind or nature, and/or injuries to persons and property arising out of or resulting from the alleged acts or omissions of the applicant, its employees, or its agents.

The undersigned warrants that she/he has the legal authority and capacity to sign this Agreement on behalf of the organization listed below.

The undersigned has read, understands and will comply with the requirements of the City of Downey.

JUNE 16, 2026
Date

Jennifer DeKay
Signature of Applicant

DOWNEY FOUNDATION
FOR INDEPENDENT JOURNALISM

Below is a detailed scope of the event that the Downey Foundation for Independent Journalism would like to produce. While we are actively working with the city to obtain the appropriate permits, staff and police and/or security for a street closure, the process cannot move forward until a license agreement is granted to stream the final game scheduled for July 19, 2026. The final application, including the license agreement, is due to the city on May 29, 2026.

Date: Sunday • July 19, 2026

Event Name: The Final Match Watch Party

Event Time: 10:00am to 5:00pm

Street Closure: 7:00am to 8:00pm

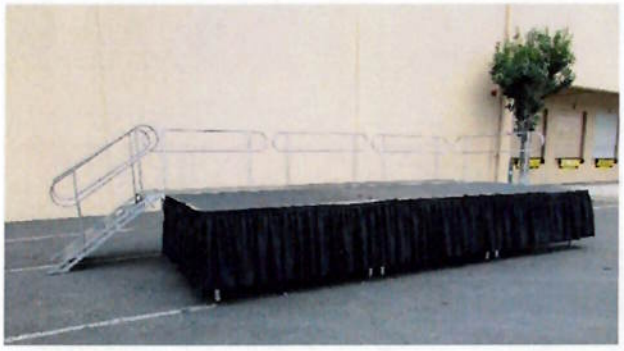
Location: Downtown Downey with street closures at
Downey Avenue @ 2nd Street
Downey Avenue @ 4th Street
3rd Street @ New Street
3rd Street @ alley between Legacy Church/Beso

OVERVIEW: After closely reviewing the Community Activation Toolkit, as a non-profit community organization, the Downey Foundation for Independent Journalism would like to elevate the Downtown Downey area and host The Final Match Watch Party on Sunday, July 19, 2026. Our goal is to create a family friendly community event on a Sunday afternoon, where families can spend time together in Downtown Downey, watch the game and enjoy the extra festivities that are offered.

The setup would include a riser and/or stage for a television screen that would broadcast the game with tables and chairs for spectators. There would be a Kids Zone that would include carnival games, a petting zoo, a special make-it/take-it craft tables. Keeping consistent with the event theme, we would like to include up to seven (7) food trucks* that offer a global taste (Italian, Hibachi, etc) and a shopping area featuring small business and craft vendors and either pre-packaged food*.
*Food Trucks and Pre-Packaged Food will be permitted by the Los Angeles County Health Department and have the proper permits for this event.

DFIJ will not be soliciting or accepting sponsors for this event. The vendors are not considered sponsors of the event. There will be a fee collected from all participating vendors to participate in the event, which will cover the production costs of the event including but not limited to equipment rentals, portable toilets and sinks, Los Angeles County Permits, City of Downey Permits, Police and Security.

EXAMPLE OF THE STAGE

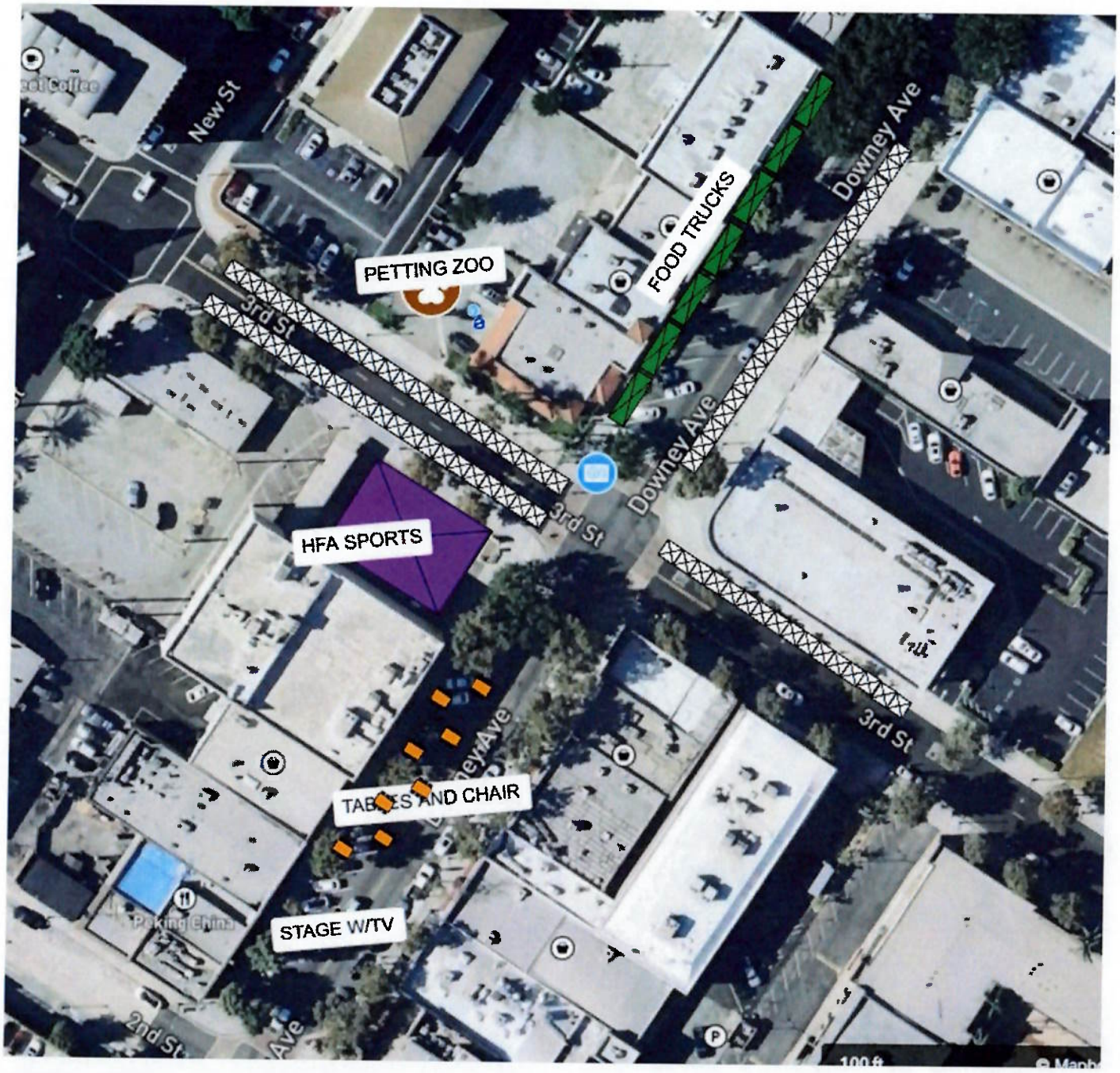


SIGNAGE WILL NOT BE ALLOWED ON OR AROUND THE STAGE

DOWNEY FOUNDATION
FOR INDEPENDENT JOURNALISM

BELOW IS A TENTATIVE LAYOUT OF THE EVENT

The stage with the television will be at Downey Avenue and 2nd Street with the 10 to 20 tables and chairs available for people to watch the game, HFA Sports is a soccer activity for kids, white tents are vendors and the green boxes are food trucks.



VENDOR BOOTHS: **(WHITE TENTS)** Vendor booths will not exceed 80 spaces. Vendor space measurement is approximately a 10' x 10' space which is designed to accommodate a 10' x 10' pop-up tent/canopy. In some circumstances, a vendor will select two spaces in which the vendor will have the option to have two 10' x 10' pop-up tent/canopies or a 10' x 20' pop-up tent/canopy.

FOOD TRUCKS: **(GREEN RECTANGLES)** Food Trucks will not exceed seven (7).

KIDS ZONE: **(WHITE TENTS CLOSEST TO PETTING ZOO)** Carnival Games, Make-It/Take-It Crafts

PETTING ZOO: **(BROWN CIRCLE WITH PAW PRINT)** A fenced area of roughly 20' x 30' will include a small petting zoo

HOME FIELD ADVANTAGE: **(PURPLE RECTANGLE WITH HFA SPORTS)** Home Field Advantage is a non-profit organization providing a FREE soccer experience. The parking lot will turn into a soccer field with two goals and three coaches. Activities include but are not limited to pick-up game, soccer clinic, mini competitions (first one to score a goal), etc. **HOME FIELD ADVANTAGE IS NOT A SPONSOR. THEY ARE A VENDOR PROVIDING A SOCCER EXPERIENCE TO ENHANCE THE COMMUNITY EVENT.**

VENDOR TRAFFIC/CHECK IN: Vendors will be checking in on Downey Avenue at 4th Street and will be directed to their space.

World Cup Final Block Party Event
Conditions of Approval

Planning Division

1. Submit payment for a Large–Special Event permit for the amount of $241

2. The event organizers will be responsible for the complete setup starting no earlier than 7:00 a.m. on Saturday, July 19, 2026. Site breakdown and cleanup must be completed by 8:00 p.m. on the same day.

3. The event organizer must provide written notification to all businesses in the Downtown Downey area, located on Downey Avenue, between 4th Street and 2nd Street, and businesses, churches, and residents on 3rd Street between La Reina Ave and Civic Center Drive, of the upcoming street closure. The notification shall include the street-closure date and time, and the event contact information. The notification must be provided at a minimum of 10 days prior to the street closure event. A copy of this notification must be provided 14 days prior to the event, to the Planning Division planning@downeyca.org for review and approval, before being sent to all businesses.

4. The 'TV screen truck' monitors shall not be visible from Firestone Blvd. Such amenity shall be screened or relocated to mitigate traffic impacts and safety concerns from Firestone Blvd.

5. Amplified speakers, microphones, or the like shall be oriented away from residential areas.

6. The applicant shall ensure all food truck vendors have a Public Health Permit from the LA County Department of Public Health.

7. The event organizer shall patrol the event and be responsible for the removal of trash from the event site, including parking lots, nearby sidewalks, and neighborhoods. Trash bins shall be emptied frequently to prevent overflow and spillage onto City Streets and sidewalks.

8. Submit property owner authorization for use of any private property for the special event.

9. All luminated lights and flashes emitted by the event shall be directed in a way that does not create any distractions for the vehicle along the entrance and exit along Firestone.

10. Any outdoor sale or consumption of alcoholic beverages is prohibited unless proof of a license from the California State Department of Alcoholic Beverage Control (ABC) is provided to the City Manager's office, Planning Division, and the

Police Department. In addition, an updated Site Plan and security plan shall be provided showing the beer garden area and compliance with ABC regulations.

Fire Department

11. Special event permit ($240)

12. Event action plan submitted to rkhlok@downeyca.org 10 days prior to the event.

Police Department

13. Recommend a total of 5 PD Officers plus 1 supervisor for the event. The cost of hiring 6 sworn DPD Officers for the event would be around $7,536.70.

Building Division

14. If any generators 25kw and over are utilized, the applicant shall be responsible for obtaining permits from the Building & Safety Division. The location of generators shall be subject to review and approval by the building inspector. Generators shall be properly grounded and not be located within 10 feet of the lot (property line) and 20 feet of tents/membrane structures.

15. Temporary structures that cover an area greater than 120 square feet or used for the gathering of 10 or more persons require permits. The documents shall include a site plan indicating the location of the temporary structure and information delineating the means of egress and the occupant load. The temporary structure shall be located in accordance with the requirements of California Building Code Table 602 based on the fire-resistance rating of the exterior walls proposed type of construction (10 feet minimum from property line based on Type VB). Requests for permits shall be submitted to the Building Division 14 days prior to the special event.

16. Stages require permits and shall be designed and constructed per Section 410 of the California Building Code. The documents shall include a site plan indicating the location of the stage and information delineating the means of egress and the occupant load. The stage shall be located in accordance with the requirements of California Building Code Table 602 based on the fire-resistance rating of the exterior walls proposed type of construction (10 feet minimum from property line based on Type VB). Temporary Stages shall meet all required structural, egress and accessibility regulations as prescribed by the CBC. Provide stage manufacturer engineering specifications required for scheduled inspection to verify all necessary components and materials.

17. In the event a temporary structure or facility is used, it shall meet the requirements of Chapter 11B of the California Building Code. The site plan shall include a site accessibility plan identifying exterior routes of travel and detailing

running slope, cross slope, width, pedestrian ramp, curb ramps, handrails, signage, and truncated domes. Path of travel shall be provided from the public right of way and accessible parking to the building/facility and the accessible restrooms. The design professional shall ensure that the site accessibility plan is in compliance with the latest Federal and State regulations.

18. This project must comply with the 2025 Title 24 California Code of Regulations and Article VIII Building Regulations of the Downey Municipal Code of Ordinances – Including, but not limited to:
    2025 California Building Code
    2025 California Accessibility Code
    2025 California Electrical Code
    2025 California Mechanical Code
    2025 California Plumbing Code
    2025 California Fire Code
    2025 California Green Code
    2025 California Energy Code
    2025 Downey Building Code

Public Works Department

19. Public Notifications – The owner/applicant shall hand deliver public notifications to each resident and business within the special event or road closure parameters at least one week prior to the event/closure. Public notifications shall be submitted to Public Works for review/approval prior to distribution.

20. Traffic Control Plans – The City of Downey has designated three (3) pre-approved locations for special events and street closures. Should the proposed event fall within the parameters of one of the pre-approved locations, the owner/applicant shall utilize the pre-approved Traffic Control Plan on file with the City of Downey for this location. The Traffic Control Plan shall be implemented by a licensed contractor and adhere to the CAMUTCD.

    a. If the event or closure will extend beyond the parameters of one of the pre-approved locations, the owner/applicant shall submit a Traffic Control Plan, including a detour plan, stamped by a Registered California Professional Engineer (PE) or Traffic Engineer (TE) to the City of Downey Engineering Division for review and approval prior to the event.

21. No Parking Sings – No Parking Signs shall be the City approved layout as shown in the Encroachment Permit Application. Signs may be printed at Zumar Industries in the City of Downey (562-941-4633) or at a vendor of the owner/applicant's choosing. No Parking Signs must be posted at 50' increments a minimum of 72 hours prior to start of work. once posted, the owner/applicant shall submit photographs with a date and time stamp to tbirthisel@dowenyca.org. No Parking zones shall be designated on the Traffic Control Plans.

22. Advanced Warning Signs – The owner/applicant shall provide the necessary Changeable Message Signs (CMS) to notify the public of the road closures at least three (3) days prior to the event. Signs shall display the limits of the closure, beginning and end dates of the closure, and statement advising motorists to seek alternate routes during said closure. CMS board locations shall be shown on the Traffic Control Plans and be placed a maximum of 1000' away from the closure.

23. Open Sidewalk Access – All sidewalks shall remain clear at all times to allow pedestrian access. If sidewalks must be closed due to the event or closures, proper pedestrian detour signs must be posted in compliance with CAMUTCD and shown on the Traffic Control Plans.

24. Encroachment Permit – The Traffic Control company placing the Traffic Control shall pull an Encroachment permit with the City of Downey Engineering Division at least one week prior to the event. Traffic Control Company shall submit the approved Traffic Control Plan along with the necessary documents needed to pull the encroachment permit. Note that all traffic signals that are within the road closure limits shall be placed on red flash. The owner/applicant shall coordinate with the Public Works Department on traffic signal modifications. A fee of $5,950 shall be paid to the City Manager's office prior to the issuance of the encroachment permit.

25. Coordination with Transit – The owner/applicant shall coordinate with all transit providers that will be impacted by the closure to temporarily relocate their routes and stops during the impacted timeframe.

26. NPDES Compliance – The owner/applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) requirements of the Federal Clean Water Act; the General Construction Activities Stormwater Permit (GCASP) of the State Water Resources Control Board; and Ordinance 1142 of the Downey Municipal Code (DMC).
    a. Street maintenance by water hosing method shall be prohibited at all times (refer to Attachment A: Best Management Practice). It shall be the responsibility of the owner/applicant to maintain the street area free from debris during the duration of the street closure.
    b. Please sign and date the attached Storm Water Pollution Requirements form and return to public works prior to issuance of the encroachment permit.

27. Waste Facilities – The event shall provide sufficient trash and recycling receptacles for the disposal of food and debris at the event.

City Fees

Applicant: Downey Foundation for Independent Journalism Event: World Cup Final Block Party Applicable City Fees, Materials and Labor Costs		
Department	**Estimated Value**	**Cost Details**
1. Police Department	$7,536.70*	The cost of Police Department Personnel staffing the event calculated at the current overtime rates by rank. This estimate is for 6 DPD Officers plus 1 supervisor.
2. Fire Department	$240*	Fire Special Event Permit Fee Includes Inspection
3. Public Works Department – Maintenance Division	$5,450*	This fee covers the rental, setup and removal of the traffic controls.
4. Public Works Department – Maintenance Division	$500	Special event waste management deposit- Refundable Deposit. Not taken into account in the total
5. Building & Safety Division	TBD	Permits and Special Inspection required for generators over 25kw, stages, and canopies/structures greater than 120 square feet.
6. Planning Division	$241	Special Event Permit Application Fee – Non-Profit Rate
7. Application Processing Fee	$300*	Special Event Processing Fee
Discounts/Waivers	-$4,750	A 50% discount of up to $4,750 will be applied per the City of Downey Non-Profit Fee Waiver (Applicable to fees and services, identified by an '*')
TOTAL: $9,017.70		Applicant would be responsible for payment of all costs associated with the event
Final cost subject to final calculation of permit costs, labor, and materials expended		

Item No. 21.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JAMES MCQUEEN, DIRECTOR OF HUMAN RESOURCES**
DATE:	**JUNE 23, 2026**
SUBJECT:	**COMPENSATION ADJUSTMENT FOR CITY MANAGER**

EXECUTIVE SUMMARY

The City Council will consider approving a compensation adjustment for City Manager, Roger Bradley, in accordance with the employment agreement adopted on December 10, 2024.

RECOMMENDATION

That the City Council:

> Approve a compensation adjustment for City Manager, Roger Bradley, in accordance with the employment agreement adopted December 10, 2024.

BACKGROUND

On December 10, 2024, the City Council approved the current employment agreement between the City and Mr. Bradley. This employment agreement outlines the terms and conditions of employment between the City and Mr. Bradley as the City Manager. This agreement established the intent to maintain a 5% differential between the City Manager and the next highest paid employee currently the Chief of Police. With the scheduled approval of the Chief of Police's salary increase coinciding with the Downey Police Management Association Memorandum of Understanding, the City Manager's salary will drop below the 5% differential.

ANALYSIS

As part of the City Council’s approval, Senate Bill (SB) 1436 mandates that local agencies report out certain information before changing the compensation or benefits of their “executives”. Under this law, legislative bodies for agencies must orally report a summary of a recommendation for changes in salaries or benefits before voting for the changes. The votes must be taken in the open session portion of the meetings.

At its meeting on December 10, 2024, the City Council approved the amended and restated Employment Agreement with Roger Bradley as the City Manager. Mr. Bradley's current monthly salary is $26,650.61 (effective December 9, 2024). In accordance with Section 5 of the current Agreement, it is the intent of the City to maintain a 5% pay differential between the City Manager and the next highest paid employee. On July 1, 2026, the Chief of Police will receive a 5.25% cost of living increase that will decrease the compensation differential between these two positions below the established standard.

To maintain the established differential, a compensation adjustment is proposed to increase Mr. Bradley's salary by approximately 5.41% effective the pay period that includes July 1, 2026. The new proposed monthly salary range will be $28,093.51.

CITY COUNCIL PRIORITIES

Fiscal Responsibility

FISCAL IMPACT

Approval of the recommended action will result in an appropriation of approximately $22,134 in Fiscal Year 2026-2027 from the General Fund 10-4-1210.

Attachments

Attachment A: Bradley, Roger - City Manager 12-10-24.pdf

AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DOWNEY AND ROGER BRADLEY

THIS amended and restated AGREEMENT is made and entered into as of this 10th day of December 2024, by and between the CITY OF DOWNEY, a charter city and municipal corporation (hereinafter "City"), and ROGER BRADLEY (hereinafter "Employee"), both of whom understand as follows:

RECITALS

A. Employee has been continuously employed by the City as the City Manager since March 14, 2023 under an Employment Agreement approved by the City Council on February 14, 2023.

B. The City Council desires to:

(1) Encourage the highest standards of fidelity and public service on the part of Employee; and

(2) Provide a just means for terminating Employee's services at such time as he may be unable fully to discharge their duties, or when City may desire otherwise to terminate their employment.

C. City and Employee wish to enter into an amended and restated Employment Agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions, or agreements concerning the terms and conditions of Employee's employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. City agrees to employ Employee as City Manager of City to perform the functions and duties specified in City's Charter, and Municipal Code and the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign. Employee shall not consult or engage in other non-City connected business or employment (aside from community volunteer activities) without the prior knowledge and express approval of the City Council.

2. Term. Employee commenced service as City Manager on March 14, 2023 and shall continue through March 14, 2028, unless terminated as provided in Section 3 herein. Any extension beyond March 14, 2028 requires a formal, written amendment to this agreement. In the event that the City Council does not want to renew the term of the agreement, the City shall inform City Manager, in writing, no less than 90 days prior to the end of the term.

3. Termination and Resignation.

A. Employee's employment with the City is on an at-will basis. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate, by a majority vote of the City Council, the services of Employee without cause, at any time, subject only to the City providing written notice to Employee, and complying with the Downey Charter and Downey Municipal Code. Specifically, City may terminate this agreement for any reason by submitting thirty (30) days' written notice to the Employee stating the Council's intention to terminate this Agreement and remove him as City Manager and the reasons therefor. City shall comply with the requirements of Section 607 of the Downey City Charter and the Downey Municipal Code. The time periods specified in Section 607 and Municipal Code Section 2208 shall be deemed to run concurrently with the thirty (30) days' notice provision of this section. Notwithstanding the foregoing, notice of termination shall not be given during or within a period of ninety (90) days succeeding any general municipal election held in the City at which a member of the City Council is elected.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from their position, subject only to Employee providing thirty (45) days prior written notice to the City. Employee's resignation shall be deemed accepted upon delivery of a written resignation to the Mayor, or if the Mayor is unavailable, the Mayor Pro Tem.

C. Notwithstanding the provisions of Paragraph A of this Section 3, in the event Employee is terminated by City for "cause," then City may terminate this Agreement and Employee shall be entitled to only the compensation accrued up to the date of termination. As used in this section, "cause" shall mean any of the following:

(1) Conviction of any felony.

(2) Conviction of a misdemeanor arising directly out of the City Manager's duties pursuant to this Agreement involving a willful and intentional violation of law.

(3) Conviction of any crime involving moral turpitude.

(4) Removal from office by the Grand Jury.

(5) Willful abandonment of duties.

(6) A pattern of repeated, willful and intentional failure to carry out clear, unambiguous, materially significant and legally constituted policy decisions of the City Council made by the City Council as a body.

(7) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of Employer or its organizational units, is detrimental to employee safety or public safety, or violates properly established rules or procedures.

D. In the event Employee is terminated by the City Council at any time that Employee is still willing and able to perform the duties of City Manager, and the termination is without cause as "cause" is defined in Paragraph C above, then, subject to the limitations set forth in the Downey Charter Section 607 and Government Code Section 53260, and upon delivery to the City of an executed Separation Agreement and release of all claims in a form acceptable to the City within 30 days of the termination, the City shall pay Employee a lump sum cash payment of nine (9) month's base salary and medical insurance premium only. Employee shall accrue an additional one (1) month of severance payment for each additional year of service after the execution of this agreement up to a maximum of twelve (12) months. Employee agrees that in the event of his voluntary resignation from his position with the City, he is not entitled to the severance payment specified herein.

The word "termination" in this paragraph shall include a reduction in salary (other than an across-the-board reduction applicable to all senior level employees) or other financial benefits of Employee or Employee's resignation, if preceded by a formal request by a majority of the membership of the City Council that they resign.

E. Effect of Payment of Severance/Release.

(1) It is understood and agreed by the parties hereto that Employee is employed at will, and that upon the City's full payment of severance benefits to Employee, any right of Employee to continued employment with City is terminated and Employee releases and discharges City and its officers, agents and employees from any claim, demand, or cause of action or damages for wrongful termination.

(2) This Section does not otherwise affect, waive, nor release any other rights Employee may have under this Agreement, or applicable law.

(3) This Section will survive termination of the Agreement.

4. Revolving Door.

Employee must comply with Government Code § 87406.3 for a period of one year after separating from service with City. This section will survive termination of this Agreement.

5. Compensation.

Effective upon the start of the pay period which includes the date of Council approval of this Agreement, the City agrees to pay Employee for the services required by this Agreement a base annual salary of $319,807.20 payable in installments at the same time as other employees of the City are paid. It is the intention of the City to maintain a 5% pay differential between the Employee and the next highest paid City employee. The City may increase said base salary and/or any other benefits of Employee in such amounts and to such an extent as City Council may determine that it is desirable to do so on the basis of an annual salary and performance review of Employee.

The City shall provide an automobile for Employee's exclusive and unrestricted use during his employment with the City. The City shall select the automobile to be provided from the City's existing fleet. The City shall be responsible for paying the liability, property damage, and comprehensive insurance for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

City will provide a city issued cellular telephone for transaction of City business.

City shall make monthly contributions on behalf of Employee to a qualified employer sponsored retirement plan in an amount equivalent to $10,000 per year.

All other benefits, other than compensation which is set out in this Section 5, will be equivalent to those provided to the City's Executive Management employees as established by resolution of the City Council.

6. Hours of Work.

Employee shall generally work when City Hall is open for business as determined by the City Council. In addition, Employee's duties may involve expenditures of time in excess of forty (40) hours per week, and will also include time outside normal office hours such as attendance at City Council and other meetings. Employee shall be exempt from paid overtime compensation and from Fair Labor Standard Act work hours restrictions and may modify their schedule within reason to adjust for attendance at meetings at night and during other times outside of ordinary business hours. It is recognized that Employee must devote a great deal of his time outside normal office hours to do business of the City, and to that end, Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours.

7. Leaves, Vacation and Holidays.

Employee shall be entitled to all leave, vacation and holiday benefits provided to the City's Executive Management employees as established by resolution of the City Council.

8. Life Insurance.

The City shall provide the employee with a life insurance policy in an amount equal to that provided to the City's Executive Management employees as established by resolution of the City Council.

9. Health Insurance.

The City shall provide the employee with health insurance in an amount equal to that provided to the City's Executive Management employees as established by resolution of the City Council.

10. Retirement.

Employee will be entitled to retirement benefits through the California Public Employees' Retirement System in an amount equal to the City's Executive Management employees as established by resolution of the City Council.

11. Long-Term Disability Insurance.

Employee will be entitled to long term disability benefits through the California Public Employees' Retirement System in an amount equal to the City's Executive Management employees as established by resolution of the City Council.

12. Other Insurance.

City shall provide and pay for all other insurance mandated by State law.

13. Professional Development.

City agrees to budget for and pay travel and subsistence expenses of Employee for professional travel, official travel, meetings necessary to pursue official and other functions for the City and to continue professional development of Employee, to the extent deemed reasonable by the City Council.

14. Memberships.

City agrees to pay Employee's membership dues in the International City Management Association ("ICMA"), California League of Cities, California City Managers Foundation and other similar organizations to which City is a member, at City expense with prior City approval. Employee shall have a reasonable right to attend meetings of such organizations.

15. General Expenses.

City recognizes that certain extraordinary expenses of a nonpersonal and job affiliated nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are submitted to the City within thirty (30) days for approval and which are supported by expense receipts, statements or personal affidavits, and an audit thereof in like manner as other demands against the City.

16. Evaluation of Performance.

The City Council shall annually review and provide Employee with an evaluation of his performance based on criteria established by the Council with Employee's assistance. The reviews are expected annually based on the employees hire date, or at any other time requested by Employee. Notwithstanding the foregoing, the City Council may evaluate Employee at any time.

17. Other Terms and Conditions of Employment.

The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code, or other applicable law.

18. Assembly Bill 1344 Compliance.

To the extent city provides: (i) paid leave to Employee pending an investigation; (ii) funds for the legal criminal defense of the Employee; and/or (iii) a cash settlement to Employee related to the termination of the Employee pursuant to Section 3 of this Agreement and Government Code Section 53243 et seq., Employee shall fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) of this section in the event that the Employee is convicted of a crime involving the abuse of office or position.

19. General Provisions.

A. The text herein shall constitute the entire agreement between the parties. No representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by a written, fully executed agreement of the Parties.

B. If Employee dies or becomes incapacitated during the term of this Agreement, any accrued and unpaid wages provided by the terms of this Agreement shall be paid by City to Employee's spouse or if no spouse, to Employee's dependents.

C. If any provision or portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. City agrees to defend and indemnify Employee in accordance with the California Government Code. This Section will survive termination of the Agreement.

E. City shall bear the cost of any fidelity or other bonds required of Employee under any law or ordinance.

F. This Agreement may be changed or amended by the mutual written consent of City and Employee. Any benefits to Employee under this Agreement may be

increased or added to by motion of the City Council without formal amendment to this Agreement.

G. Employee is expected to conform to the ICMA Code of Ethics and must comply with all applicable provisions of the City's conflict of interest code.

H. This Agreement shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in the state court in the County of Los Angeles, California.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

EMPLOYEE

ROGER BRADLEY

CITY OF DOWNEY

By:

MARIO TRUJILLO, MAYOR

ATTEST:

MARIA ALICIA DUARTE, CMC City Clerk

APPROVED AS TO FORM:

JOHN M. FUNK, City Attorney

Item No. 22.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JAMES MCQUEEN, DIRECTOR OF HUMAN RESOURCES**
DATE:	**JUNE 23, 2026**
SUBJECT:	**ADOPTION OF SALARY AND BENEFITS RESOLUTION FOR EXECUTIVE MANAGEMENT, MIDDLE MANAGEMENT AND CONFIDENTIAL/EXEMPT POSITIONS**

EXECUTIVE SUMMARY

The City Council will consider approving a resolution establishing salary and benefits for employees classified as Executive Management, Middle Management, and Confidential/Exempt.

RECOMMENDATION

That the City Council:

> Adopt Resolution No. 26-8371, establishing the salary and benefits payable to employees in classifications designated as Executive Management, Middle Management, and Confidential/Exempt.

BACKGROUND

City representatives recently completed labor negotiations for successor Memoranda of Understanding covering wages, benefits, and other mandatory subjects of bargaining with the International Brotherhood of Electrical Workers Local 47 – Miscellaneous Unit, International Brotherhood of Electrical Workers Local 47 – Maintenance Unit, Downey Police Officers Association, Downey Firemen's Association, Downey Fire Management Association, Downey Police Management Association, and the Downey Public Safety Auxiliary Unit. Per City Council Resolution No. 6410, the Management Performance Compensation Plan provides that cost-of-living (COLA) increases granted to management employees will be no less than that granted to the rank and file employees in their respective departments.

ANALYSIS

As part of the City Council's approval of the attached Resolution, Senate Bill (SB) 1436 requires local agencies to report out certain information before changing the compensation or benefits of their "executives". Under this law, legislative bodies for agencies must orally report a summary of a recommendation for changes in salaries or benefits before voting for the changes. The votes must be taken in the open session portion of the meeting.

The Resolution applies to approximately 42 full-time employees in classifications designated as executive management, mid-management, and confidential/exempt, and includes classifications of City Attorney and City Clerk, which are covered by employment contracts. A listing of these classifications and pay schedule is listed as Exhibit A of the attached Resolution.

The Resolution includes the following economic provisions that are consistent with recently negotiated provisions for the International Brotherhood of Electrical Workers Local 47 – Miscellaneous Unit and International Brotherhood of Electrical Workers Local 47 – Maintenance Unit, as follows:

- A 4% cost of living increase effective the start of the pay period that includes April 28, 2026; 4% cost of living increase effective the start of the pay period that includes April 28, 2027; 4% cost of living increase effective the start of the pay period that includes April 28, 2028; and a 4% cost of living increase effective the start of the pay period that includes April 28, 2029.
- For the classifications of Chief of Police and Fire Chief A 5.25% across the board pay increase in year 1; 5% across the board pay increase in year 2; 5% across the board pay increase in year 3; and a 5% across the board pay increase in year 4 to coincide with the percentages and effective dates of their subordinate personnel.
- The City shall make a one-time ad hoc lump sum payment (non-PERSable) in the amount of $1,750.00 to each covered employee (Excluding the Chief of Police and Fire Chief) who is actively employed by the City on the date of adoption and remains on payroll through the date of payment.
- The addition of Water System Operator Certificate pay for Public Works employees holding required certifications.
- The City shall make a quarterly payment of $100 to each active employee's retirement health savings account.
- Increase the number of holiday hours provided to match employees' scheduled hours.
- An internal equity adjustment effective the start of the pay period that includes April 28, 2026, to the Executive positions of Director of Finance and Information Technology, Director of Parks and Recreation, Executive Director of the Columbia Memorial Space Center, and Economic Development Director assigning them to the same pay grade as the City’s other Executive Department Head positions for internal alignment.
- A one-time market adjustment of 6% for the classification of Senior Accountant, effective the start of the pay period that includes April 28, 2026.
- In order to establish a 2% differential between the classification of Assistant City Manager and the next highest paid Executive employee, an internal equity adjustment of 6.87% for the classification, effective the start of the pay period that includes April 28, 2026, shall be applied and removal of the annual 4% market adjustment. Annually, the salary shall be adjusted in an amount necessary to maintain 2% above the next highest paid Executive employee.

In addition to economic items, other revised or added language changes are included based on the need to clarify or update provisions in accordance with practice or law, as follows:

- Updates to sick leave language to comply with new enacted laws.
- Language adjustments, removing historical provisions and dates.
- Incorporate resolution 23-8194 regarding compensatory time for Middle Management Employees.
- Incorporate resolution 23-8190 regarding severance pay.
- Incorporate resolution 23-8209 regarding holiday pay.

CITY COUNCIL PRIORITIES

Fiscal Responsibility

FISCAL IMPACT

Approval of the recommended action will result in increased personnel costs in the approximate amounts of $542,013 in Year 1, $512,624 in Year 2, $528,882 in Year 3, and $515,723 in Year 4.

Attachments

Attachment A: Resolution No. 26- 8371 - Est. Salary & Benefits Payable to Employees in Class Designated as Exe Mgmt, Mid Mgmt, Confidential Exempt Pos.pdf

RESOLUTION NO. 26-8371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ESTABLISHING THE SALARY AND BENEFITS PAYABLE TO EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS EXECUTIVE MANAGEMENT, MIDDLE MANAGEMENT, AND CONFIDENTIAL/EXEMPT; AND REPEALING PRIOR RESOLUTIONS

WHEREAS, under California State law, Section 2704 of the Downey Municipal Code and Section 12 of the City of Downey Supplemental Employee Relations Rules and Regulations, the City Council is vested with the authority to designate classifications as being Executive Management, Middle Management, and Confidential/Exempt; and,

WHEREAS, the City Council desires to provide competitive compensation and benefits to its employees; and,

WHEREAS, the City Council has determined that it is appropriate to provide the same economic adjustments to employees in Executive Management, Middle Management, and Confidential/Exempt classifications that are consistent with recently negotiated provisions of the Memorandum of Understanding with the International Brotherhood of Electrical Workers Local 47 – Miscellaneous Unit as included in this Resolution; and,

WHEREAS, the City shall provide a four percent (4%) across the board salary increase effective the start of the pay period that includes April 28, 2026, a four percent (4%) across the board salary increase effective the start of the pay period that includes April 28, 2027, a four percent (4%) across the board salary increase effective the start of the pay period that includes April 28, 2028, and a four percent (4%) across the board salary increase effective the start of the pay period that includes April 28, 2029 to Executive Management, Middle Management, and Confidential/Exempt employees in classifications listed in Sections 1 through 3, excluding the classifications of Chief of Police and Fire Chief; and,

WHEREAS, the City shall provide the Fire Chief position a five and one-quarter percent (5.25%) across the board salary increase effective the start of the pay period that includes January 1, 2026, a five percent (5%) across the board salary increase effective the start of the pay period that includes January 1, 2027, a five percent (5%) across the board salary increase effective the start of the pay period that includes January 1, 2028, and a five percent (5%) across the board salary increase effective the start of the pay period that includes January 1, 2029 to coincide with salary increases approved for rank and file employees within the Fire Department; and,

WHEREAS, the City shall provide the Police Chief position a five and one-quarter percent (5.25%) across the board salary increase effective the start of the pay period that includes July 1, 2026, a five percent (5%) across the board salary increase effective the start of the pay period that includes July 1, 2027, five percent (5%) across the board salary increase effective the start of the pay period that includes July 1, 2028, and a five percent (5%) across the board salary increase effective the start of the pay period that includes July 1, 2029 to coincide with salary increases approved for rank and file employees within the Police Department; and,

WHEREAS, the City shall make a one-time ad hoc lump sum payment of one thousand seven hundred fifty dollars ($1,750.00) to each Executive Management (Excluding the Police Chief and Fire Chief), Middle Management, and Confidential/Exempt employee in classifications listed in Sections 1 through 3, who are actively employed by the City on the date this resolution is adopted by the City Council and remain employed at the date of the payment.; and,

WHEREAS, the City shall increase number of holiday hours provided to match employees' scheduled hours; and,

WHEREAS, the City shall make a quarterly payment of $100 to each active employee's retirement health savings account; and,

WHEREAS, the City shall add water system operator certificate pay for employees in the Public Works Department equivalent to that of subordinate staff; and,

WHEREAS, the City shall provide the classification of Senior Accountant a one-time market rate adjustment of six percent (6%) effective the start of the pay period that includes April 28, 2026; and,

WHEREAS, the City shall make an internal equity adjustment to the Executive positions of Director of Finance and Information Technology, Director of Parks and Recreation, Executive Director of the Columbia Memorial Space Center, and Economic Development Director assigning them to pay grade 04-095 (currently $16,531.24 to $20,168.22 per month) for internal alignment with the City's other Executive Department Head positions; and,

WHEREAS, it is the intent of the City to establish and maintain a two (2%) differential for internal equity between the position of Assistant City Manager and the next highest paid subordinate Executive employee which requires a current salary adjustment of six and eighty-seven hundredths percent (6.87%) to the classification of Assistant City Manager effective the start of the pay period that includes April 28, 2026 plus additional annual adjustments to maintain the differential thereafter; and,

WHEREAS, the City shall update the existing sick leave provisions to comply with newly enacted laws; and,

WHEREAS, this resolution shall incorporate resolutions 23-8194, 23-8190 and 23-8209; and,;

WHEREAS, the City Council desires to delineate the benefits payable to employees in the Executive Management, Middle Management, and Confidential/Exempt service of the City.

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

SECTION 1. EXECUTIVE MANAGEMENT

The following classifications shall be designated as part of the management service and shall be considered as Executive Management:

- Assistant City Manager
- Chief of Police
- City Attorney
- City Clerk
- Director of Community Development
- Director of Economic Development
- Director of Finance and Information Technology
- Director of Human Resources
- Director of Parks and Recreation
- Director of Public Works

- Executive Director of the Columbia Memorial Space Center
- Fire Chief

Exclusions. Executive Management employees are specifically excluded from overtime compensation of any type and Education Incentive Pay. Individuals appointed or promoted to Executive Management classifications after January 24, 1984, are automatically excluded from eligibility for Longevity Pay.

Executive Management employees have been designated as part of the unclassified service and are exempt from the provisions of Chapter 7 of the Downey Municipal Code and that certain document entitled Personnel Management Rules and Regulations with the exception of Part VIII, Article IX, entitled Attendance and Leaves. As part of the unclassified service, it is emphasized that Executive Management personnel are specifically excluded from access to the Grievance Procedures as established in the respective Memoranda of Understanding; specifically excluded from probationary periods and the ability to attain permanent status; and specifically excluded from the right of access to the Personnel Advisory Board based on Section 2704 of the Downey Municipal Code.

SECTION 2. MIDDLE MANAGEMENT

The following division manager and supervisory classifications shall be designated as part of the management service and shall be considered as Middle Management:

- Assistant Finance Director
- Assistant to the City Manager
- Budget Analyst
- Building Official
- Deputy Director of Community Development
- Deputy Director of Parks & Recreation
- Deputy Director of Public Works – Engineering & Traffic
- Deputy Director of Public Works - Utilities
- Economic Development Manager
- Emergency Preparedness Program Manager
- Finance Manager
- Homelessness Solutions/Housing Manager
- Human Resources Analyst
- Human Resources Manager
- Lead System Network Engineer
- Management Analyst
- Principal Civil Engineer
- Recreation Manager
- Senior Accountant
- Senior Civil Engineer
- Senior Civil Engineer - Utilities
- Senior Management Analyst
- Space Center Manager
- Superintendent of Facilities and Maintenance
- Superintendent of Utilities

Exclusions. Middle Management employees are specifically excluded from overtime compensation of any type. The positions of Information Technology & Systems Manager, System/ Network Engineer, Management Analyst assigned to Payroll, and the Management Analyst assigned to the City Manager' s Office are eligible to earn straight compensatory time for hours worked over forty (40) in a workweek on special projects as approved by the Department Head. Individuals appointed or promoted to Middle Management classifications after January 24, 1984 are automatically excluded from eligibility for Longevity Pay.

SECTION 3. CONFIDENTIAL/EXEMPT

The following classifications shall be designated as exempt from the classified service and

shall be considered as Confidential:

- Chief Deputy City Clerk
- Deputy City Clerk
- Human Resources Specialist
- Paralegal
- Payroll Specialist

Exclusions. Confidential/Exempt employees may not earn overtime compensation unless approval for such compensation is granted by the City Manager on a case-by-case basis.

Confidential/Exempt employees have been designated as part of the unclassified service and are exempt from provisions of Chapter 7 of the Downey Municipal Code and that certain document entitled Personnel Management Rules and Regulations, with the exception of Part VIII, Article IX, entitled Attendance and Leaves. As part of the unclassified service, it is emphasized that Confidential/Exempt employees are specifically excluded from access to Grievance Procedures as established in the respective Memoranda of Understanding; specifically excluded from probationary periods and the ability to attain permanent status; and specifically excluded from the right of access to the Personnel Advisory Board based on Section 2704 of the Downey Municipal Code.

SECTION 4. ATTENDANCE AND LEAVES

Pursuant to Part VIII, Section 14, Article IX, of the Personnel Management Rules and Regulations, employees in the unclassified service of the City are subject to the provisions of Article IX of the Personnel Management Rules and Regulations. In addition, Executive Management, Middle Management, and Confidential/Exempt employees are subject to the following:

A. Annual Vacation Leave

1. Vacation Accrual

   a. Executive Management employees shall accrue one hundred sixty (160) hours per year.
   b. Middle Management employees shall accrue annual vacation leave as follows:

Years of Service	Hours per Year	Maximum Accrual
0 – 5	120	240
6 – 10	136	272
11 +	160	320

   c. Confidential/Exempt employees shall accrue annual vacation leave as follows:

Years of Service	Hours per Year	Maximum Accrual
0 – 3	80	160
4 – 5	96	192
6 - 10	120	240
11 – 15	136	272
16 +	160	320

2. Vacation Policy

   a. Vacation shall be taken at the convenience of the City with the approval of the Department Head or City Manager. Such vacation should be taken annually and not accumulated from year to year. Employees shall be allowed to accumulate vacation in an amount equal to two (2) times their annual accrual rate ("Maximum Accrual"). Once Maximum Accrual is reached, an employee may not be entitled to accrue additional vacation until the amount of accumulated vacation is reduced to a level below Maximum Accrual. If an employee is prohibited by the Department Head or designee from taking his vacation because of manpower shortages or operational needs, the employee shall be paid for the period of advance authorized vacation. Such vacation shall be approved by the Department Head or designee and paid at the employee's regular rate of pay in effect for the scheduled period of vacation.

   b. As possible, the Department Head or designee shall accommodate the employee's desire to take vacation time in order to reduce or avoid exceeding the vacation Maximum Accrual. Any vacation time taken in this Section shall be on a date mutually agreeable to both the Department Head and the employee.

   c. An employee shall be entitled to be paid for unused earned vacation at the rate of pay in effect at the time of separation from employment.

   d. Vacation shall be accrued on a monthly basis by dividing twelve (12) into the number of eligible vacation hours, as set forth in Section 5(A) above, to which the employee is eligible to receive based upon the employees' years of service with the City.

B. Sick Leave

1. Sick Leave Defined and Rate of Accrual

Sick leave shall be accrued at the rate of 3.692 hours per biweekly pay period (ninety-six [96] hours per year) for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at his discretion but rather shall be allowed only for the purposes specified below.

2. Use of Protected Sick Leave

   a. Effective the start of the pay period which includes January 1, 2024, the first five (5) shifts or hours equivalent (e.g. forty [40] hours for employees assigned to a 5/8 work schedule, forty-five [45] hours for employees assigned to a 9/80 work schedule, or fifty [50] hours for an employee on a 4/10 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. This 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.

b. An employee can use sick hours as protected sick leave for any of the following reasons: The diagnosis, care, or treatment of a health condition of, or preventative care for, an employee or the employee's family member.

c. 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.

d. Employees can use sick leave for Bereavement Leave purposes as outlined in Section 4(B)(5)(d) below.

e. 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.

f. 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.

g. In order to receive compensation while absent on protected sick leave, the employee shall notify a designated supervisor within two (2) hours of the time set for beginning duty, if such notification is physically impractical then such notification shall be waived until a reasonable period has elapsed.

   For any such absence in which protected sick leave is utilized, the employee shall submit a written statement with the Department Head confirming the use of protected sick leave. A physician's statement verifying the absence from work is not required.

h. When an employee is not utilizing protected sick leave, the Department Head or his designee may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved. Such absence may be more than one (1) work day or if there is reasonable cause to indicate abuse of sick leave.

3. Accrued Sick Leave Benefit

a. The right of an employee to accrued sick leave benefits shall continue only during the period that the employee is on paid status. Accrued sick leave

benefits 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 services of the City, except as required by federal or state law.

b. 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.

4. Fitness for Duty

Upon the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the City Manager or his designee 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 his own selection, and at his own expense, in addition to the report submitted by the City's 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.

5. Other Uses of Sick Leave

a. Sick Leave Conversion at Retirement or Death

1. An employee shall have the value of unused accumulated sick leave up to a maximum number of hours deposited into the City’s Retirement Health Savings (RHS) Plan to be used for eligible medical expenditures. The value of accrued sick leave hours shall be calculated by the rate of pay at retirement or death.

2. An employee on payroll as of October 25, 2011 with a balance of unused accumulated sick leave hours at or above one thousand five hundred seventy-five hours (1,575), but at or below one thousand nine hundred (1,900) hours, shall have that number of hours as his eligible maximum for deposit.

3. An employee hired on or after October 25, 2011 shall be eligible to deposit the value of unused accumulated sick leave hours up to a maximum of five hundred (500) hours.

b. Sick Leave Conversion upon Layoff

In the event of a permanent or indefinite layoff, an employee with ten (10) years of continuous service with the City shall be entitled to the sick leave deposit benefit as specified in F(a) above. If such employee resigns after receiving official notification of his impending layoff, he shall remain

eligible for the benefit.

c. Conversion of Sick Leave to Vacation

An employee may convert accrued sick leave at the rate of two (2) hours to one (1) additional hour of vacation, but only after having accumulated six-hundred forty (640) hours of sick leave, and providing that not more than forty (40) hours of additional vacation days may be so converted in any one (1) fiscal year.

d. Bereavement Leave

1. An employee who has suffered a death of an immediate family of the employee may be allowed bereavement leave with pay of up to six (6) workdays per incident which is deducted from the employee's accumulated sick leave. For purposes of this Section, "immediate family" shall include, and be limited to employee's mother, father, brother, sister, spouse domestic partner, child grandchildren, grandparents, and current parent-in-laws.

2. All such claims for bereavement leave are subject to verification by the Department Head or designee.

e. Personal Leave

With approval of the Department Head or City Manager, twenty-four (24) hours per year of an employee's sick leave may be used on personal matters which are of an unseen combination of circumstances which call for immediate action or to add one additional hour per holiday as covered in Section O(1). Such matters shall be considered as those events or occurrences which a reasonable prudent person would not or could not postpone to a subsequent time. The nature of the matter shall be explained to the immediate supervisor and shall be granted with his approval. Such personal leave shall not be cumulative from year to year.

C. Workers' Compensation Leave

An employee who is absent from work by reason of an injury or illness covered by Workers' Compensation shall be allowed up to one (1) year temporary disability status with the City paying the difference between the amount granted pursuant to Workers' Compensation law and the employee's rate of pay.

D. Employee Disability Leave

1. An employee that has at least one year of continuous service with the City and who has exhausted all accrued leave (vacation, sick leave, compensatory time) due to 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 (Hours)

Years of Service	Total Hours
1 through 5	360
6 through 10	544
Over 10 Years	720

2. An application for disability leave shall be made by the employee to the City Manager or their designee through the department head, accompanied by medical certification from a physician verifying the period of medical disability.

3. After the employee returns to work from disability leave, the employee's sick leave accrual shall be reduced to four (4) hours per month and placed on a reimbursement schedule with the Payroll Office to reimburse the City the value of the time used for such employee disability leave. The employee may contribute vacation to accelerate employee's reimbursement to the City for providing the benefits under this Section.

4. No employee shall receive more than the "Total" set forth above for their length of service, during his entire employment with the City.

5. Grounds for termination of disability leave by the City Manager or their designee shall include, but not be limited to, the following reasons:

   a. The employee has recovered from their illness or injury.

   b. The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.

   c. The disability leave was procured by fraud, misrepresentation or mistake.

   d. 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.

6. 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.

E. 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 appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

F. Jury Duty

In the event that an employee is called for jury duty and the court does not excuse such jury service, the City shall grant the employee paid release time for the required jury duty that is performed within the employee's regular work schedule provided, the employee submits court documentation verifying the date(s) and time served for jury service. Such verification must accompany the payroll timesheet for

the payroll period in which the jury service was performed. Any fees for jury service that the employee may receive from the court shall be remitted to the City.

G. Executive Leave

1. Executive Management and Middle Management employees shall receive executive leave as outlined below. The use of executive leave shall be governed by regulations distributed by the City Manager.

2. An employee designated as Executive Management is eligible for thirty-two (32) hours of paid time off per calendar year.

3. An employee designated as Middle Management shall receive twenty-four (24) hours of paid time off per calendar year.

4. There is no cash out or carry over provision for this leave.

H. Educational and Professional Leave

1. Executive Management and Middle Management employees are eligible for educational and professional leave as outlined below. The use of such leave shall be governed by regulations distributed by the City Manager.

2. An employee designated as Executive Management is eligible for up to twelve (12) days per year maximum subject to budgetary appropriations and City Manager approval.

3. An employee designated as Middle Management is eligible for up to six (6) days per year maximum subject to budgetary appropriations and City Manager approval.

I. Pregnancy Disability Leave

The City shall comply with the state pregnancy disability leave law. Administrative Regulation No. 418 is incorporated by reference herein.

J. Family Leave

The City shall comply with the state and federal family leave entitlement laws. Administrative Regulation No. 430 is incorporated by reference herein.

K. Holidays

1. Employees shall be compensated for the employee's regularly scheduled work shift by receiving holiday pay for the following City recognized holidays:

    a. New Year's Day
    b. Martin Luther King's Birthday
    c. Washington Birthday (President's Day)
    d. Memorial Day
    e. Independence Day

f. Labor Day
g. Veteran's Day
h. Thanksgiving Day
i. Day after Thanksgiving
j. Day before Christmas
k. Christmas Day
l. New Year's Eve

2. When a holiday falls on a weekday that is an employees' regular day off, the employee shall receive eight (8) hours of compensatory time at straight time.

L. Chief of Police Weekend/Holiday Duty

The Chief of Police rotates weekend/holiday duty coverage with Police Captains every four weeks throughout the year. Effective November 2008, the Chief of Police shall receive 8.03 straight time hours per payroll period to compensate this time. The 8.03 additional hours shall be taken in the form of non-FLSA compensatory time. In addition, based on the designated work schedule, the Chief of Police shall receive holiday pay equivalent to the number of hours in his regularly scheduled work day when the holiday falls on a scheduled work day.

SECTION 5. INSURANCE BENEFITS

A. Medical Insurance

1. Effective October 1, 2012, the City contracted with the California Public Employees' Retirement System (CalPERS) to implement the CalPERS medical benefits program governed by the Public Employees' Medical and Hospital Care Act (PEMHCA). In its implementation, the City specified that the mandated employer contributions for retirees would be structured in a manner to maintain cost savings.

2. The City's modifications to the retiree medical benefits provisions in this Resolution are made for compliance with the CalPERS PEMCHA program and to maintain the benefit set forth in Section 7(B), without an increase to the City's minimum mandated contributions for retirees. Such provisions are updated to include:

   a. Employees and retirees have the option of choosing medical insurance coverage from any of the medical plans offered by CalPERS.

   b. The City's monthly contribution amount will be 100% of the premium rate for medical insurance for employees plus their qualified dependent(s) up to the premium rates for the Los Angeles region Kaiser HMO medical plan offered by CalPERS. If an employee enrolls in a plan with higher premiums, they will be responsible for payment to the City via payroll deduction for the premium amount in excess of the City's contribution. The City's contribution for medical insurance for the Chief of Police shall be the same as the Downey Police Management Association. The City's contribution for medical insurance for the Fire Chief shall be the same as the Downey Fire Management Association.

c. The City shall contribute on behalf of each employee the mandated minimum sum as required per month toward the payment of premiums for medical insurance under the PEMHCA program. As the mandated minimum is increased, the City shall make the appropriate adjustments.

d. The City is mandated under PEMHCA to make a contribution to retiree medical premiums. As allowed by the Government Code and the CalPERS Board, the City used the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The 2012 starting year unequal contribution began at $1.00 per month. The City's mandated contribution for each annuitant shall be increased annually in compliance with Government Code section 22892(c), until the contribution for annuitants equals the contribution paid for employees. A retiree's right to receive a City contribution, and the City's obligation to make a mandatory contribution on behalf of retirees, shall only exist as long as the City contracts with CalPERS PEMHCA for medical insurance. In addition, while the City contracts with CalPERS PEMHCA, its obligation to make mandatory contributions on behalf of retirees shall be limited to the minimum contribution required by law.

B. IRS Section 125 Benefit (Cafeteria) Plan

1. The City shall continue to provide payment of benefit premiums for employees under an IRS Section 125 Benefit Plan. The current benefits include medical, dental, life, long-term disability insurance, and EAP coverage. Medical insurance is a core benefit which a City employee is required to be enrolled in unless he is covered by another medical insurance plan with comparable coverage and/or meets minimum essential coverage as specified by the Affordable Care Act.

2. The City's maximum contribution shall be the sum of the monthly premiums as designated for each of the following categories:

   Employee only ("EE")
   Employee +1 Dependent "EE+1")
   Employee +2 or more dependents ("EE +2")

3. The maximum City contribution shall be based on the employee's enrollment in each plan. The employer mandated PEMHCA contribution is included in the sum of the CalPERS medical premium. If an employee enrolls in a plan wherein the costs exceed the City's maximum contribution, the employee is responsible for all additional premiums via pre-tax payroll deductions. An employee is not entitled to any excess amount of premiums paid by the City on his behalf.

4. In the event that CalPERS medical insurance premiums increase above eight percent (8%) on average for any calendar year, the City may impose an employee contribution towards medical insurance premiums.

5. The City continues to provide other benefits coverage under an Employee Voluntary Benefits Program fully funded by the employee on a pre-tax basis in accordance with IRS regulations.

C. Employee Waiver of Medical Coverage

The City agrees to permit an employee to waive City-sponsored medical coverage as follows:

1. The employee must present written proof to the Human Resources Office that he and his qualified dependent(s) are covered by another non-City-sponsored medical plan for the current plan year;

2. The employee must sign a statement acknowledging a waiver 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 his understanding that his 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 COBRA provisions.

4. Effective the next pay cycle that the City is scheduled to pay medical opt out after adoption of this Resolution, the City agrees that the employee who is qualified to waive coverage shall receive three hundred dollars ($300.00) per month if waiver eligibility is for "employee only" coverage, four hundred fifty dollars ($450.00) per month if waiver eligibility is for "employee plus one" coverage, or six hundred fifty dollars ($650.00) per month if waiver eligibility is for "employee plus two or more dependents" coverage. The eligible amount will be added to the employee's paycheck as taxable income. A medical opt out election may only be made during an announced open enrollment period for medical insurance changes effective January 1st.

D. Dental Insurance

1. HMO Dental Coverage. The City shall contribute thirty-one dollars and ninety-five cents ($31.95) per month towards an HMO dental benefit plan for employee and his/her qualified dependent(s). Any amount necessary to cover the monthly premium in excess of the City's contribution is the responsibility of the employee to the City via payroll deduction.

2. Delta Dental Premier Plan. This is a self-funded plan administered by Delta Dental. Premiums are calculated annually based on prior year's claims experience, administrative fees, and an industry trending projection. The City agrees to maintain the employee's contribution rate of fifty-two percent (52%) towards the monthly composite premium rate for the two tier premium structure ("Employee only" and "Employee plus two or more dependents"). The City will evaluate other Delta Dental plan options for implementation to reduce premiums or employee out of pocket costs including a change to a three-tier rate structure ("Employee only," "Employee plus one dependent," and "Employee plus two or more dependents") for monthly premiums effective January 1st.

E. Life Insurance

The City shall provide group term life insurance coverage that includes accidental death and dismemberment coverage as follows:

1. Executive Management - A basic life insurance policy in the amount equal to$100,000.00.

2. Middle Management - A basic life insurance policy in an amount equal to $100,000.00.

3. Confidential/Exempt - A basic life insurance policy in the amount of $50,000.00.

4. Under the terms of each policy, benefit provisions are payable and determined by the insurance carrier.

F. Long Term Disability Insurance

For employees in the Executive and Middle Management and Confidential/Exempt service, the City shall provide group long-term disability insurance coverage. Under the terms of this policy, benefit provisions are payable and determined by the insurance carrier.

G. Employee Assistance Program (EAP)

The City provides each employee an EAP benefit that provides emotional/well-being, work and life counseling services on a toll free 24 hour/7 days per week.

SECTION 6. RETIREMENT

A. CalPERS Retirement Plan

Employees covered by this Resolution participate in the California Public Employees' Retirement System (CalPERS). Employee optional benefits are described in a contract between the City of Downey and the California Public Employees' Retirement System.

1. First Tier Retirement Formula. Effective August 19, 2002, the City amended the CalPERS contract to provide the benefit known as 2.7% at 55 retirement formula, as set forth in California Government Code Section 21354.5.

    a. In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employee's statutorily required member contribution of eight percent (8%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.

    b. Effective the pay period that includes April 1, 2025, employees in the first tier shall have deducted seven percent (7%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516(f).

c. First tier employees in the position of Police Chief and Fire Chief shall have a deduction of CalPERS reportable compensation in an amount equal to the schedules as established by their subordinate employees in the Downey Police Management and Downey Fire Management Associations. This deduction shall be on a pre-tax basis, pursuant to Government Code Section 20516(f).

d. Should an employee be mandated by a change in law or other action to contribute any portion of the required employee (member) 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.

e. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

f. First tier benefits are available only to "Classic" members (i.e. those members that do not meet the statutory definition of "New Member" under the California Public Employees' Pension Reform act ("PEPRA"), specifically Government Code Section 7522.04 (f) and who were hired prior to October 10, 2012).

2. Second Tier Retirement Formula. Effective January 11, 2012, the City amended the CalPERS contract to provide the benefit known as 2% at 60 second tier retirement formula, as set forth in Government Code Section 21353. This Second Tier Retirement Formula will not apply to "new members" as that term is defined by the Public Employees' Pension Reform Act of 2013.

   a. Employees covered hereunder shall pay, on a pre-tax basis, the seven percent (7%) statutorily required member contribution to CalPERS.

   b. This City has passed 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. Second tier benefits are available only to "classic" members (i.e. those members that do not meet the statutorily definition of "new member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Code Section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013.

3. Third Tier ("PEPRA" Tier) Retirement Formula. Employees who meet the definition of "new member" set forth in Government Code Section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to, the following:

   a. Retirement formula of 2% @ 62 (Government Code Section 7522.25);

   b. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS (employee contribution is six and one-fourth percent (6.25%) for FY 2022-23);

c. There shall be no Employer Paid Member Contribution ("EPMC") by the City;

d. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code Section 7522.34; and

e. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

4. Survivor/Death Benefits. Effective July 13, 2009, the City implemented the PERS contract amendment to include: (a) the Level 4 1959 PERS Survivor's Benefit program (section 21574) and (b) the Pre-Retirement Optional Settlement 2 Death Benefit (section 21548).

B. City Contribution to Retiree's Health Savings (RHS) Plan

An employee who retires from the City of Downey after July 1, 1987 is entitled to participate in the City sponsored medical plan and the City contributes up to a maximum of ninety-eight dollars ($98.00) per month for miscellaneous members or two hundred seventy dollars ($270.00) per month for those employees retiring in the capacity of Chief of Police and Fire Chief toward the premium for "Employee only" coverage under the City sponsored medical plans. This contribution is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in California Government Code § 22892(c).

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:

1. Subject to meeting eligibility criteria below, the maximum ninety-eight dollars ($98.00) or two hundred seventy dollars ($270.00) per month as specified above, shall be deposited on a quarterly basis to the retiree's RHS account for the reimbursement of qualified medical expenditures.

2. 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,

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 California Public Employees' Retirement System.

5. The City's obligation to deposit up to a maximum of ninety-eight dollars ($98.00) or two hundred seventy dollars ($270.00) per month, as specified above 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:

   a. 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 employer. 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.

b. 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 a 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.

c. 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.

6. It is understood and agreed that the amount equivalent to the annual amount contributed by the City to an eligible retiree's RHS account, shall be included as an item of total compensation in survey comparisons.

7. 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 as specified 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 retiree may not re-enroll in a City sponsored medical plan or otherwise forfeits the City's RHS contribution amount permanently.

   In addition to the conditions specified above, the City's deposit to a retirees RHS account shall cease upon the occurrence of any of the following:

   a. 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.

   b. The death of the retiree.

8. **Active Employee Retirement Health Savings Contribution.** Effective July 1, 2026, the City shall make quarterly deposits in the amount of $100 each to the retirement health savings account of each bargaining unit member that is on City payroll on the City scheduled pay date that follows each of the following

dates: January 1, April 1, July 1, and October 1.

SECTION 7. MEDICAL EXAMINATION

Executive and Middle Management employees may participate in the City-sponsored bi-annual management physical at City cost or be reimbursed up to $125.00 per year for a medical examination with a physician of choice. Refer to Administrative Regulation No. 405.

SECTION 8. TUITION REIMBURSEMENT

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.

SECTION 9. UNIFORM ALLOWANCE

Fire Chief. Upon appointment, the City will provide a full-dress uniform. The Fire Chief shall receive two hundred and twenty dollars ($220.00) per year for supplemental uniforms and physical fitness clothing. The Fire Chief shall receive twelve dollars ($12.00) monthly as uniform maintenance allowance.

SECTION 10. CONFIDENTIAL/EXEMPTCOMPENSATION PROGRAM

A. The provisions of that certain document entitled Compensation Program (Part IX of the Personnel Manual) is by this reference made applicable to employees in the Confidential/Exempt service of the City.

B. The following compensation policies are also applicable to employees in the Confidential/Exempt service of the City.

1. Salary Schedules. The following salary schedules are designated for classifications in the Confidential/Exempt service:

Class Title	Pay Table	Schedule
Deputy City Clerk	01	227
Human Resources Specialist	01	227
Paralegal	05	500
Payroll Specialist	01	227

2. Eligibility for Longevity Pay. Upon adoption of this Resolution following with approval of the appointing power, employees who have completed ten (10) continuous years of full-time service shall receive Longevity Pay. Eligible employees shall be paid above their hourly rate of pay five and one-half percent (5.5%) for ten (10) completed years of service and eight and one quarter percent (8.25%) for twenty (20) completed years of service.

SECTION 11. AUTOMOBILE ALLOWANCE

An employee hired or promoted into Executive Management classifications will receive

three hundred dollars ($300.00) per month as automobile allowance.

Automobile allowance will not be provided to the Chief of Police or the Fire Chief. Employees in these classifications will continue to receive a City vehicle.

SECTION 12. BILINGUAL PAY

Effective the pay period following adoption of this Resolution, employees required to speak or translate Spanish as part of their regular duties will be compensated seventy dollars ($70.00) per bi-weekly pay period. The City Manager 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 appointed by the Human Resources Director to administer such examination.

SECTION 13. OUT OF RANK PAY

An employee may be assigned by the City Manager to serve temporarily in an out-of- class assignment. An out-of-class assignment is distinguished from an acting designation by the performance of limited duties and responsibilities that are outside of the scope of an employee's regular job duties. The selection of an employee for an out-of-classification assignment shall be at the discretion of the City Manager or designee. A temporary out-of-class pay differential of up to five and one-half percent (5.5%) shall be authorized with advanced approval by the City Manager when an employee is designated and scheduled to work in an out-of-class assignment. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave, and vacation shall not be considered as days actually worked.

SECTION 14. WATER SYSTEM OPERATOR CERTIFICATE PAY.

Employees who are assigned to the Utilities Division shall receive additional compensation at the following rates of pay upon attainment of the following California Water Resources Control Board and California Water Environment Association certificate series:

A. Certificate Level I Pay - An employee who obtains and maintains a valid Distribution I, Treatment I or a California Water Environment Association (CWEA) Collection System Maintenance I certificate shall be eligible to receive Certificate Pay at the rate of one hundred and fifteen dollars ($115.00) per month.

B. Certificate Level II Pay - An employee who obtains and maintains a valid Distribution II, Treatment II, or a California Water Environment Association (CWEA) Collection System Maintenance II certificate shall be eligible to receive Certificate Pay at the rate of two hundred and sixty-five dollars ($265.00) per month.

C. Certificate Level III Pay - An employee who obtains and maintains a valid Distribution III, Treatment III, or a California Water Environment Association (CWEA) Collection System Maintenance III certificate shall be eligible to receive Certificate Pay at the rate of two hundred and ninety-five dollars ($295.00) per month.

D. An employee is entitled to receive only one level of Certificate Pay provided under Sections A, B, and C above.

E. An employee who receives Certificate Pay in accordance with sections A-C above who obtains and maintains an additional valid Distribution, Treatment, or CWEA Grade II certificate in a series other than the one compensated in A-C above, shall receive an additional thirty dollars ($30.00) per month.

F. An employee who receives Certificate Pay in accordance with section A-C above who passes the certification examination during the term of this Agreement for an obtains and maintains an additional valid Distribution, Treatment or CWEA Grade III or higher certification in a series other than the one compensated in A-C above, shall receive an additional $295 per month. An employee receiving Certificate Pay for passing the certificate test shall be eligible to receive the pay during the time period in which the score is valid, after which the employee must obtain and maintain the additional valid Distribution, Treatment or CWEA Grade III or higher certification in a series other than the one compensated in A-C above to continue to receive Certificate Pay under this paragraph.

G. No additional compensation shall be granted for higher level certificates not included above.

H. An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate will result in the loss of certificate pay as well as additional appropriate personnel action.

SECTION 15. PREVIOUS RESOLUTIONS

All previous Resolutions establishing benefits payable to employees covered by this Resolution are hereby repealed and replaced by this Resolution.

SECTION 16. SEVERANCE

The City shall pay eligible designated employees serving in classifications established in this section severance pay in an amount as specified upon termination without cause from the City. Severance pay shall not be required pursuant to this section if the termination of the employee was the result of: 1) willful misconduct; 2) conviction of a crime involving moral turpitude; 3) consistent poor performance in meeting specific objectives; or 4) voluntary separation by the employee. The classifications of Chief of Police and Fire Chief shall receive a severance payment equal to the value of six (6) months of salary and medical benefits when separated in accordance with this section. The classifications of Assistant City Manager, Director of Community Development, Economic Development Director, Director of Public Works, Finance Director, Director of Parks and Recreation, Director of Human Resources, and Executive Director of the Columbia Memorial Space Center/Library Director shall receive a severance payment equal to the value of three (3) months of salary and medical benefits when separated in accordance with this section. All payments under this section shall be paid as a lump sum on the employees' final paycheck in accordance with the City established payroll schedule. This section shall apply to those employees in both regular and acting appointments in the specified classifications who are terminated without cause from the City and who execute a waiver and release of all claims. However, an employee removed from an acting appointment in a specified classification who is returned to another classification to retain City employment shall not be entitled to severance pay in accordance with this section. The City Manager shall be authorized to execute settlement agreements with employees in accordance with this section.

SECTION 17. The City Clerk shall certify to the adoption of this Resolution and provide for the appropriate distribution thereof.

APPROVED AND ADOPTED this 23rd day of June, 2026.

CLAUDIA M. 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 23rd day of June, 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

EXHIBIT A
PAY SCHEDULES

Pay Schedule effective April 27, 2026					
Position Description	**A**	**B**	**C**	**D**	**E**
Assistant City Manager	118.9963	125.5408	132.4455	139.7300	147.3298
Assistant Finance Director	74.6318	78.7360	83.0667	87.6349	91.0502
Assistant to the City Manager	56.4260	59.5294	62.8036	66.2578	68.8398
Budget Analyst	41.5391	43.8239	46.2340	48.7769	51.4596
Building Official	68.6201	72.3943	76.3761	80.5767	83.6834
Chief of Police [1]	118.3939	124.9055	131.7753	139.0227	144.4405
City Attorney	117.2067	123.6529	130.4538	137.6289	143.1340
City Clerk	71.7639	75.7117	79.8755	84.2703	88.9033
Deputy City Clerk	33.1675	34.9915	36.9158	38.9465	41.0886
Deputy Director of Community Development	68.6201	72.3943	76.3761	80.5767	83.6834
Deputy Director of Parks & Recreation	61.0859	64.4459	67.9904	71.7295	74.5250
Deputy Director of Public Works - Engineering/Traffic	74.6318	78.7360	83.0667	87.6349	91.0502
Deputy Director of Public Works - Utilities	74.6318	78.7360	83.0667	87.6349	91.0502
Director of Community Development	99.1875	104.6429	110.3985	116.4702	121.0094
Director of Economic Development	99.1875	104.6429	110.3985	116.4702	121.0094
Director of Finance & Information Technology	99.1875	104.6429	110.3985	116.4702	121.0094
Director of Human Resources	99.1875	104.6429	110.3985	116.4702	121.0094
Director of Parks & Recreation	99.1875	104.6429	110.3985	116.4702	121.0094
Director of Public Works	99.1875	104.6429	110.3985	116.4702	121.0094
Economic Development Manager	46.5666	49.1279	51.8299	54.6803	57.6881
Emergency Preparedness Program Manager	51.2230	54.0405	57.0129	60.1484	63.4567
Executive Director, Columbia Memorial Space Center	99.1875	104.6429	110.3985	116.4702	121.0094
Finance Manager	66.2101	69.8515	73.6933	77.7465	80.8107
Fire Chief [2]	116.4243	122.8160	129.5706	136.6979	142.0378
Homelessness Solutions/ Housing Manager	46.5666	49.1279	51.8299	54.6803	57.6881
Human Resources Analyst	41.5391	43.8239	46.2340	48.7769	51.4596
Human Resources Manager	55.1120	58.1432	61.3410	64.7148	68.2739
Human Resources Specialist	33.1675	34.9915	36.9158	38.9465	41.0886
Lead System Network Engineer	64.1888	67.7211	71.4444	75.3739	78.3107
Management Analyst	41.5391	43.8239	46.2340	48.7769	51.4596
Paralegal	39.6702	41.8124	44.0725	46.4570	48.9723
Payroll Specialist	33.1675	34.9915	36.9158	38.9465	41.0886
Principal Civil Engineer	68.6928	72.4709	76.4570	80.6622	83.8050
Recreation Manager	55.2429	58.2815	61.4870	64.8684	67.3965
Senior Accountant	41.0442	43.3015	45.6831	48.1960	50.8470
Senior Civil Engineer	62.7504	66.2014	69.8431	73.6840	76.5561
Senior Civil Engineer - Utilities	62.7504	66.2014	69.8431	73.6840	76.5561
Senior Management Analyst	46.5666	49.1279	51.8299	54.6803	57.6881
Space Center Manager	55.2429	58.2815	61.4870	64.8684	67.3965
Superintendent of Facilities & Maintenance	62.2860	65.7111	69.3253	73.1388	75.9887
Superintendent of Utilities	62.2860	65.7111	69.3253	73.1388	75.9887

[1] – Effective the start of the pay period that includes July 1, 2026
[2] – Effective the start of the pay period that includes January 1, 2026

Pay Schedule effective April 26, 2027					
Position Description	**A**	**B**	**C**	**D**	**E**
Assistant City Manager	124.9461	131.8178	139.0678	146.7165	154.6963
Assistant Finance Director	77.6171	81.8854	86.3894	91.1403	94.6922
Assistant to the City Manager	58.6830	61.9106	65.3157	68.9081	71.5934
Budget Analyst	43.2007	45.5769	48.0834	50.7280	53.5180
Building Official	71.3649	75.2901	79.4311	83.7998	87.0307
Chief of Police [1]	124.3136	131.1508	138.3641	145.9738	151.6625
City Attorney	121.8950	128.5990	135.6720	143.1341	148.8594
City Clerk	74.6345	78.7402	83.0705	87.6411	92.4594
Deputy City Clerk	34.4942	36.3912	38.3924	40.5044	42.7321
Deputy Director of Community Development	71.3649	75.2901	79.4311	83.7998	87.0307
Deputy Director of Parks & Recreation	63.5293	67.0237	70.7100	74.5987	77.5060
Deputy Director of Public Works - Engineering/Traffic	77.6171	81.8854	86.3894	91.1403	94.6922
Deputy Director of Public Works - Utilities	77.6171	81.8854	86.3894	91.1403	94.6922
Director of Community Development	103.1550	108.8286	114.8144	121.1290	125.8498
Director of Economic Development	103.1550	108.8286	114.8144	121.1290	125.8498
Director of Finance & Information Technology	103.1550	108.8286	114.8144	121.1290	125.8498
Director of Human Resources	103.1550	108.8286	114.8144	121.1290	125.8498
Director of Parks & Recreation	103.1550	108.8286	114.8144	121.1290	125.8498
Director of Public Works	103.1550	108.8286	114.8144	121.1290	125.8498
Economic Development Manager	48.4293	51.0930	53.9031	56.8675	59.9956
Emergency Preparedness Program Manager	53.2719	56.2021	59.2934	62.5543	65.9950
Executive Director, Columbia Memorial Space Center	103.1550	108.8286	114.8144	121.1290	125.8498
Finance Manager	68.8585	72.6456	76.6410	80.8564	84.0431
Fire Chief [2]	122.2455	128.9568	136.0491	143.5328	149.1397
Homelessness Solutions/ Housing Manager	48.4293	51.0930	53.9031	56.8675	59.9956
Human Resources Analyst	43.2007	45.5769	48.0834	50.7280	53.5180
Human Resources Manager	57.3165	60.4689	63.7946	67.3034	71.0049
Human Resources Specialist	34.4942	36.3912	38.3924	40.5044	42.7321
Lead System Network Engineer	66.7564	70.4299	74.3022	78.3889	81.4431
Management Analyst	43.2007	45.5769	48.0834	50.7280	53.5180
Paralegal	41.2570	43.4849	45.8354	48.3153	50.9312
Payroll Specialist	34.4942	36.3912	38.3924	40.5044	42.7321
Principal Civil Engineer	71.4405	75.3697	79.5153	83.8887	87.1572
Recreation Manager	57.4526	60.6128	63.9465	67.4631	70.0924
Senior Accountant	42.6860	45.0336	47.5104	50.1238	52.8809
Senior Civil Engineer	65.2604	68.8495	72.6368	76.6314	79.6183
Senior Civil Engineer - Utilities	65.2604	68.8495	72.6368	76.6314	79.6183
Senior Management Analyst	48.4293	51.0930	53.9031	56.8675	59.9956
Space Center Manager	57.4526	60.6128	63.9465	67.4631	70.0924
Superintendent of Facilities & Maintenance	64.7774	68.3395	72.0983	76.0644	79.0283
Superintendent of Utilities	64.7774	68.3395	72.0983	76.0644	79.0283

[1] – Effective the start of the pay period that includes July 1, 2027
[2] – Effective the start of the pay period that includes January 1, 2027

Pay Schedule effective April 24, 2028					
Position Description	**A**	**B**	**C**	**D**	**E**
Assistant City Manager	131.1934	138.4087	146.0212	154.0523	162.4311
Assistant Finance Director	80.7218	85.1608	89.8450	94.7859	98.4799
Assistant to the City Manager	61.0303	64.3870	67.9283	71.6644	74.4571
Budget Analyst	44.9287	47.4000	50.0067	52.7571	55.6587
Building Official	74.2195	78.3017	82.6083	87.1518	90.5119
Chief of Police [1]	130.5293	137.7083	145.2823	153.2725	159.2456
City Attorney	126.7708	133.7430	141.0989	148.8595	154.8138
City Clerk	77.6199	81.8898	86.3933	91.1467	96.1578
Deputy City Clerk	35.8740	37.8469	39.9281	42.1246	44.4414
Deputy Director of Community Development	74.2195	78.3017	82.6083	87.1518	90.5119
Deputy Director of Parks & Recreation	66.0705	69.7047	73.5384	77.5827	80.6062
Deputy Director of Public Works - Engineering/Traffic	80.7218	85.1608	89.8450	94.7859	98.4799
Deputy Director of Public Works - Utilities	80.7218	85.1608	89.8450	94.7859	98.4799
Director of Community Development	107.2812	113.1817	119.4070	125.9742	130.8838
Director of Economic Development	107.2812	113.1817	119.4070	125.9742	130.8838
Director of Finance & Information Technology	107.2812	113.1817	119.4070	125.9742	130.8838
Director of Human Resources	107.2812	113.1817	119.4070	125.9742	130.8838
Director of Parks & Recreation	107.2812	113.1817	119.4070	125.9742	130.8838
Director of Public Works	107.2812	113.1817	119.4070	125.9742	130.8838
Economic Development Manager	50.3665	53.1367	56.0592	59.1422	62.3954
Emergency Preparedness Program Manager	55.4028	58.4502	61.6651	65.0565	68.6348
Executive Director, Columbia Memorial Space Center	107.2812	113.1817	119.4070	125.9742	130.8838
Finance Manager	71.6128	75.5514	79.7066	84.0907	87.4048
Fire Chief [2]	128.3578	135.4046	142.8516	150.7094	156.5967
Homelessness Solutions/ Housing Manager	50.3665	53.1367	56.0592	59.1422	62.3954
Human Resources Analyst	44.9287	47.4000	50.0067	52.7571	55.6587
Human Resources Manager	59.6092	62.8877	66.3464	69.9955	73.8451
Human Resources Specialist	35.8740	37.8469	39.9281	42.1246	44.4414
Lead System Network Engineer	69.4267	73.2471	77.2743	81.5245	84.7008
Management Analyst	44.9287	47.4000	50.0067	52.7571	55.6587
Paralegal	42.9073	45.2243	47.6688	50.2479	52.9685
Payroll Specialist	35.8740	37.8469	39.9281	42.1246	44.4414
Principal Civil Engineer	74.2981	78.3845	82.6959	87.2443	90.6435
Recreation Manager	59.7507	63.0373	66.5044	70.1616	72.8961
Senior Accountant	44.3934	46.8349	49.4108	52.1288	54.9961
Senior Civil Engineer	67.8708	71.6035	75.5423	79.6967	82.8030
Senior Civil Engineer - Utilities	67.8708	71.6035	75.5423	79.6967	82.8030
Senior Management Analyst	50.3665	53.1367	56.0592	59.1422	62.3954
Space Center Manager	59.7507	63.0373	66.5044	70.1616	72.8961
Superintendent of Facilities & Maintenance	67.3685	71.0731	74.9822	79.1070	82.1894
Superintendent of Utilities	67.3685	71.0731	74.9822	79.1070	82.1894

[1] – Effective the start of the pay period that includes July 1, 2028
[2] – Effective the start of the pay period that includes January 1, 2028

Pay Schedule effective April 23, 2029					
Position Description	**A**	**B**	**C**	**D**	**E**
Assistant City Manager	137.7531	145.3291	153.3223	161.7549	170.5527
Assistant Finance Director	83.9507	88.5672	93.4388	98.5773	102.4191
Assistant to the City Manager	63.4715	66.9625	70.6454	74.5310	77.4354
Budget Analyst	46.7259	49.2960	52.0070	54.8674	57.8851
Building Official	77.1883	81.4338	85.9126	90.6379	94.1324
Chief of Police [1]	137.0558	144.5937	152.5464	160.9361	167.2079
City Attorney	131.8416	139.0927	146.7429	154.8139	161.0064
City Clerk	80.7247	85.1654	89.8490	94.7926	100.0041
Deputy City Clerk	37.3090	39.3608	41.5252	43.8096	46.2191
Deputy Director of Community Development	77.1883	81.4338	85.9126	90.6379	94.1324
Deputy Director of Parks & Recreation	68.7133	72.4929	76.4799	80.6860	83.8305
Deputy Director of Public Works - Engineering/Traffic	83.9507	88.5672	93.4388	98.5773	102.4191
Deputy Director of Public Works - Utilities	83.9507	88.5672	93.4388	98.5773	102.4191
Director of Community Development	111.5725	117.7090	124.1833	131.0132	136.1192
Director of Economic Development	111.5725	117.7090	124.1833	131.0132	136.1192
Director of Finance & Information Technology	111.5725	117.7090	124.1833	131.0132	136.1192
Director of Human Resources	111.5725	117.7090	124.1833	131.0132	136.1192
Director of Parks & Recreation	111.5725	117.7090	124.1833	131.0132	136.1192
Director of Public Works	111.5725	117.7090	124.1833	131.0132	136.1192
Economic Development Manager	52.3812	55.2622	58.3016	61.5079	64.8912
Emergency Preparedness Program Manager	57.6189	60.7882	64.1317	67.6588	71.3802
Executive Director, Columbia Memorial Space Center	111.5725	117.7090	124.1833	131.0132	136.1192
Finance Manager	74.4773	78.5735	82.8949	87.4543	90.9010
Fire Chief [2]	134.7757	142.1748	149.9942	158.2449	164.4265
Homelessness Solutions/ Housing Manager	52.3812	55.2622	58.3016	61.5079	64.8912
Human Resources Analyst	46.7259	49.2960	52.0070	54.8674	57.8851
Human Resources Manager	61.9936	65.4032	69.0003	72.7953	76.7989
Human Resources Specialist	37.3090	39.3608	41.5252	43.8096	46.2191
Lead System Network Engineer	72.2038	76.1770	80.3653	84.7855	88.0888
Management Analyst	46.7259	49.2960	52.0070	54.8674	57.8851
Paralegal	44.6236	47.0333	49.5756	52.2578	55.0872
Payroll Specialist	37.3090	39.3608	41.5252	43.8096	46.2191
Principal Civil Engineer	77.2700	81.5199	86.0037	90.7341	94.2692
Recreation Manager	62.1407	65.5588	69.1646	72.9681	75.8119
Senior Accountant	46.1691	48.7083	51.3872	54.2140	57.1959
Senior Civil Engineer	70.5856	74.4676	78.5640	82.8846	86.1151
Senior Civil Engineer - Utilities	70.5856	74.4676	78.5640	82.8846	86.1151
Senior Management Analyst	52.3812	55.2622	58.3016	61.5079	64.8912
Space Center Manager	62.1407	65.5588	69.1646	72.9681	75.8119
Superintendent of Facilities & Maintenance	70.0632	73.9160	77.9815	82.2713	85.4770
Superintendent of Utilities	70.0632	73.9160	77.9815	82.2713	85.4770

[1] – Effective the start of the pay period that includes July 1, 2029
[2] – Effective the start of the pay period that includes January 1, 2029

Item No. 23.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JASON CHACON, DIRECTOR OF PARKS & RECREATION**
DATE:	**JUNE 23, 2026**
SUBJECT:	**APPROVAL OF TALENT FEES & FEE WAIVER REQUEST FOR RENTAL AND LABOR COSTS FOR THE "EL GRITO DE INDEPENDENCIA" SHOW AT THE DOWNEY THEATRE**

EXECUTIVE SUMMARY

That the City Council consider the approval of fee waivers for rental and labor costs up to the amount of $12,000 and talent fees up to $10,000 to support the “El Grito de Independencia” show at the Downey Civic Theatre on September 11, 2026. “El Grito de Independencia” is presented by the Asociacion de Jalicences Unidos en Accion (AJUA).

RECOMMENDATION

That the City Council:

Approve fee waivers up to $12,000 for rental and labor costs for the "El Grito de Independencia" show at the Downey Theatre and up to $10,000 for talent fees for performance groups.

BACKGROUND

“El Grito de Independencia” is a show presented by the Asociacion de Jalicences Unidos en Accion (AJUA). “El Grito de Independencia” is an annual celebration that honors Mexico’s Independence Day, which is recognized each year on September 16. AJUA is a team of dedicated individuals whose mission is to bring Mexican cultural traditions through the arts, music, cuisines, and entertainment to Southern California. The team has worked tirelessly to honor the traditions of Mexico through collaboration and partnerships with local cities to bring the celebration and continue to immerse communities with Mexico’s rich history. Most recently AJUA partnered with the City of Santa Fe Springs in 2025, to host the “El Grito de Independenecia” festival. The event was free to the public.

The festival is a vibrant celebration that commemorates Mexico’s historic independence, originally declared by Father Miguel Hidalgo in 1810. The festival typically features a rich tapestry of Mexican culture and heritage. The show often includes live performances – such as mariachi bands, folklorico dancers, and regional artists. Communities across the U.S. and Mexico host festivals with local food vendors, cultural exhibitions, car shows, and family-friendly entertainment, all designed to honor the spirit of Mexican independence and bring people together. These celebrations are not only a tribute to history but also a showcase of contemporary Mexican pride and artistic expression.

ANALYSIS

Representatives from AJUA have formally approached the City of Downey to host the annual “El Grito de Independencia” festival at the Downey Theatre. AJUA is requesting the City’s support in permitting the use of the Downey Theatre and waving the associated rental and labor fees up to $12,000. They are also requesting assistance for $10,000 in talent fees for local and international performance groups that would be a part of the event. They emphasize that such support would reflect the City’s commitment to cultural inclusivity and community engagement, while helping ensure the festival remains accessible to all residents. The festival is tentatively scheduled to take place on Sunday, September 11, from 5 pm - 9 pm, at the Downey Theatre.

The proposed fee waivers would cover facility rental fees, theatre staff reimbursement, advertisements, and stage equipment. In the event the fee waiver is not approved, representatives of AJUA have informed the City that they would not be able to host the festival at the theatre.

CITY COUNCIL PRIORITIES

Public Engagement

FISCAL IMPACT

Approval of the recommended action to waive City fees will result in an estimated revenue decrease in the approximate amount of $12,000 in the Downey Theatre revenue account 10-3-6660.

Approval of the recommended action to provide $10,000 in talent fees will result in an appropriation of $10,000 from General Fund reserve account to Parks & Recreation account 10-4-4320-0585 operating budget for Fiscal Year 25-26.

Item No. 24.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**VANIAH DE ROJAS, ASSISTANT CITY MANAGER**
DATE:	**JUNE 23, 2026**
SUBJECT:	**DISCUSSION REGARDING AMENDING THE CITY'S HOTEL USERS' TAX (TRANSIENT OCCUPANCY TAX)**

EXECUTIVE SUMMARY

The City Council will discuss amending the City's Hotel Users' Tax (Hotel Tax) also know as Transient Occupancy Tax and provide staff direction.

RECOMMENDATION

That the City Council:

Discuss amending the City's Hotel Users' Tax and provide staff with direction.

BACKGROUND

Revenue and Taxation Code Section 7280 allows government agencies to assess a Hotel Tax, also known as a hotel bed or room tax. A Hotel Tax assessment is charged to travelers when they rent accommodations (i.e., a room, rooms, entire home, or other living space) in a hotel, inn, motel, or other lodging for less than 90 days. A Hotel Tax is calculated as a percentage of the rent for the occupancy of a structure or any portion of a structure. The law requires that operators collect the tax from Hotel Users and remit them to the local jurisdiction. The City of Downey assessed a Hotel Tax in 1965 through Ordinance No. 255 and last amended its Hotel Tax in October 1998 through Ordinance No. 1057. Ordinance No. 1057 increased the City's Hotel Tax rate to 9 percent after voter approval. The City's Hotel Tax is levied on Hotel visitors, and not levied on residents or businesses. In July 2022, the City Council passed Resolution No. 22-8091, which placed of a general tax measure (Measure D) on the November 8, 2022 general municipal election ballot for a proposed ordinance amending the City's Hotel Tax code by increasing the maximum rate from 9% to 13%, addressing online travel company and other third party bookings, and making other conforming changes; requesting the County of Los Angeles to consolidate said election with the statewide general election of even date; and setting rules and deadlines for arguments and rebuttals for and against the measures. The measure did not pass, as 64% of Downey voters opposed. Feedback from the community regarding the measure was that it's purpose was not clear as many believed it was a transient or homeless tax measure, rather than a Hotel Tax on visitors to Downey. If the measure were to have passed, it was estimated to generate approximately $950,000 a year at the time.

ANALYSIS

At the January 27, 2026 meeting, Council member Trujillo asked that the City Council discuss placing an adjustment of the City's Hotel Tax rate on the November election at an upcoming City Council meeting.

City staff surveyed neighboring cities and cities with a similar tourism draw regarding their current Hotel Tax Rate. Below are the findings:

City	**TOT Rate**	**Notes**
Bellflower	9%	
Buena Park	14%	12% + 2% Tourism assessment
Cerritos	12%	
Commerce	12%	
Glendale	12%	
La Mirada	10%	
Lakewood	8%	
Norwalk	10%	
Pico Rivera	10%	
Santa Fe Springs	10%	
Whittier	10%	
Unincorporated LA County	12%	
Average	**11%**	
Downey	9%	

If the City were to increase its Hotel Tax rate from 9% to 13% it is expected to generate an additional $1,066,700 to the City.

While not a Hotel Tax measure, it should be noted that Los Angeles County (County) placed ballot measure "Measure ER" , also known as the Essential Services Restoration Act, on the June Primary election. The ballot measure temporarily increases the countywide sales tax by a half-cent (0.5%) to fund local public Los Angeles County healthcare services for the next five years. This action was in response to H.R. 1 (One Big Beautiful Bill Act) and anticipated federal funding cuts affecting the County's healthcare system. The measure passed by 50.61% of Los Angeles County voters. Beginning October 1, 2026, Downey's sales tax rate will go from 10.5% to 11%. The ballot measure sparked significant debate as many Los Angeles County residents expressed concern about affordability, and the additional tax burden that could further strain family budgets without guaranteeing proportionate local benefits.

If the City Council is desirous to proceed with placing a Hotel Tax ballot measure on the November election, staff would need to prepare a Resolution for the July 28, 2026 City meeting for the placement of a general tax measure on the November 3, 2026 general municipal election ballot for a proposed ordinance amending the City's Hotel Tax code by increasing the maximum rate from 9% to 13%, requesting the county of Los Angeles to consolidate said election with the statewide general election of even date; and setting rules and deadlines for arguments and rebuttals for and against the measures. These aforementioned items would need to come before the City Council for approval no later than the July 28, 2026 meeting to meet election filing deadlines. The anticipated cost to place this ballot measure on the November ballot is approximately $315,000.

CITY COUNCIL PRIORITIES

Fiscal Responsibility
Public Engagement

FISCAL IMPACT

No impact associated with this item. The anticipated cost to place the Hotel User's Tax ballot measure on the November ballot is approximately $315,000.