

**AGENDA**  
REGULAR CITY COUNCIL MEETING  
COUNCIL CHAMBERS  
5000 CLARK AVENUE  
LAKEWOOD, CALIFORNIA

March 12, 2019

**ADJOURNED MEETING:** SUMMARY AND DECISION OF BUDGET ADVISORY 6:00 p.m.  
GROUP MEETINGS - Staff recommends City Council provide input and direction *EXECUTIVE BOARD ROOM*  
on next steps and authorize City Manager to execute necessary agreements with public  
outreach and public opinion consultants to provide expanded community engagement.

**CALL TO ORDER** 7:30 p.m.

**INVOCATION:** Rabbi Emeritus Howard Laibson, Congregation Shir Chadash

**PLEDGE OF ALLEGIANCE:** Girl Scout Troop 2993

**ROLL CALL:** Mayor Steve Croft  
Vice Mayor Todd Rogers  
Council Member Diane DuBois  
Council Member Ron Piazza  
Council Member Jeff Wood

**ANNOUNCEMENTS AND PRESENTATIONS:**

**ROUTINE ITEMS:**

All items listed within this section of the agenda are considered to be routine and will be enacted by one motion without separate discussion. Any Member of Council may request an item be removed for individual discussion or further explanation. All items removed shall be considered immediately following action on the remaining items.

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meeting held February 26, 2019

RI-2 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.

RI-3 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.

RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council approve report of City Council Committees' activities.

RI-5 AGREEMENT TO PARTICIPATE IN CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) AMERICANS WITH DISABILITIES ACT (ADA) PROJECTS FINANCING PROGRAM, RESOLUTION NO. 2019-2 - Staff recommends City Council adopt the proposed resolution authorizing City's participation in the CJPIA ADA Projects Financing Program and execution of all necessary documents.

## City Council Agenda

March 12, 2019

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### ROUTINE ITEMS: - Continued

RI-6 PROPOSITION A TRANSIT FUND EXCHANGE AND ASSIGNMENT AGREEMENT - Staff recommends City Council approve Proposition A Transit Fund Exchange and Assignment Agreement with City of West Hollywood and authorize City Manager and Director of Administrative Services to execute agreement.

RI-7 PURCHASE ONE 2019 FORD SUPER DUTY F550 WITH CRANE AND SERVICE BODY - Staff recommends City Council authorize purchase of one 2019 Ford Super Duty F-550 with crane and service body at contract price of \$139,068.93 from Fairway Ford.

RI-8 REMOVAL AND INSTALLATION OF DISABLED PARKING SPACES AT VARIOUS LOCATIONS, RESOLUTION NO. 2019-3 AND RESOLUTION NO. 2019-4 - Staff recommends City Council adopt proposed resolutions.

RI-9 REJECTION OF BIDS FOR PUBLIC WORKS PROJECT NO. 2017-6R, ENTRY GATE IMPROVEMENTS TO THE EXISTING EQUESTRIAN CENTER PROJECT - Staff recommends City Council reject all bids received and authorize staff to revise and rebid project.

RI-10 NOTICE OF COMPLETION FOR PUBLIC WORKS PROJECT NO. 2018-4R, SANITARY SEWER LATERAL AT RYNERSON PARK, FIRST CLASS PLUMBING CO. - Staff recommends City Council accept work performed by First Class Plumbing in final contract amount of \$222,857.66; authorize City Clerk to file Notice of Completion; and ratify Change Order Nos. 1-6 in net deduction amount of \$7,852.34.

RI-11 AMENDMENT NO. 6 TO AGREEMENT WITH R.F. DICKSON FOR STREET SWEEPING SERVICES – Staff recommends City Council authorize contract Amendment No. 6 to add a third 5-year term extension to existing street sweeping contract.

### PUBLIC HEARINGS:

- 1.1 AWARD OF BID FOR PUBLIC WORKS PROJECT NO. 2019-1, PLAZA IMPROVEMENTS TO THE EXISTING CENTRE AT SYCAMORE PLAZA - Staff recommends City Council adopt plans, specifications, and working details for project; award contract for Plaza Improvements to the Existing Centre at Sycamore Plaza, Public Works Contract 2019-1, in the amount of \$89,900 to low bidder, Fleming Environmental, and authorize Mayor to sign contract in a form approved by City Attorney; and authorize staff to approve a cumulative total of change orders not to exceed \$18,000.

## AGENDA

### LAKWOOD HOUSING SUCCESSOR AGENCY

1. REGISTER OF DEMANDS - Staff recommends Housing Successor Agency approve registers of demands.

### ORAL COMMUNICATIONS:

### ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you are a qualified individual with a disability and need an accommodation to participate in the City Council meeting, please contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; or at [cityclerk@lakewoodcity.org](mailto:cityclerk@lakewoodcity.org) at least 48 hours in advance to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

Agenda items are on file in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, and are available for public review during regular business hours. Any supplemental material distributed after the posting of the agenda will be made available for public inspection during normal business hours in the City Clerk's Office. For your convenience, the agenda and the supporting documents are available in an alternate format by request and are also posted on the City's website at [www.lakewoodcity.org](http://www.lakewoodcity.org)

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City of Lakewood City Council Study Session  
March 12, 2019  
Summary and Discussion of Budget Advisory Group Meetings

SUMMARY OF THE PROBLEM,  
BUDGET ADVISORY GROUP APPROACH,  
AND NEXT STEPS

The City of Lakewood is a proud yet modest city with the dreams and aspirations of maintaining the proud yet modest way of life that has defined Lakewood for many generations. Achieving those dreams requires a commitment to financial responsibilities so that the Lakewood we know can be sustained on into the future. In adopting the FY 2018-19/FY 2019-20 budget, City of Lakewood staff reported to the City Council that Lakewood faced a small but growing budgetary structural deficit in the amount of approximately \$500,000.

The City Council directed staff to make requisite cuts to the existing budget in order to balance the budget, but also begin work immediately after the passage of the budget to devise a plan to deal with and rectify the structural deficit. In so doing, the City Council conceived the idea of convening a Budget Advisory Group comprising various community stakeholders that would meet to discuss the City's fiscal and budgetary challenges for the purpose of better understanding the challenges facing the community, and identifying possible strategies for addressing those challenges.

The City's General Fund is currently in the early stages of a structural budgetary deficit. A structural deficit is a deficit caused by an underlying imbalance in revenues and expenditures. If not addressed, this condition can eventually lead to financial collapse. (The City of Lakewood is not at that point yet, but unless a plan is devised to address the deficit, more severe consequences will ensue.) A structural deficit is distinguished from a cyclical or other temporary deficit by its root causes. A temporary deficit may be caused by a downturn in the economy, for example, and will resolve without intervention when the economy picks up. A structural deficit might be aggravated by economic decline, but is driven by factors that are independent from the ups and downs of the economy, and will not resolve itself unless the underlying cause or causes are addressed.

It is important to note that the City's existing challenges exist during one of the longest prolonged economic recoveries in modern American history. The City has faced fiscal challenges in the past - notably the Great Recession of 2008 and the elimination of Redevelopment in 2012 - but since 2011, revenues have by and large recovered as the economy has grown. However, the growth in our major revenue streams (Sales Tax and Utility Users Tax) have not grown at a pace commensurate with the overall growth in the economy. Furthermore, over the same period, General Fund expenses, including rising Public Employees Retirement System (PERS) costs, other employee costs, and unfunded capital improvements, have grown at a pace greater than the growth in the economy. During this same period, expenses for supply and materials, contracts, and capital outlay have also grown steadily. In short, the City's revenues have recovered somewhat but have leveled off, while expenditures have increased at a rate that outpaces revenue growth, causing a structural deficit in the City's General Fund.

In its simplest form, a budget has inputs and outputs, or revenues and expenses. A deficit can be resolved by increasing inputs or decreasing outputs. The solution to the structural deficit lies in managing inputs and outputs in a few basic categories. Over the next few months we look forward to exploring these matters in greater detail with members of the Budget Advisory Group.

It is our hope that the Budget Advisory Group will play an essential role in providing communication with the community at the appropriate time about the budget process and limitations within which the local government works. The goal for the Group is to develop a good understanding of the City's fiscal constraints and funded programs and services, which will be helpful for members to explain to friends and neighbors throughout the community, thus providing an important communication link to the community regarding the City and its services.

The City Council values the service of the Budget Advisory Group members and any advice they wish to share on the financial matters of the City. Please note that the final decision making authority over the budget remains with the City Council, who are the elected representatives of the public at large. As such, it is not the Group's role to adjust policies or priorities set by the Council. This process is designed to provide citizens with confidence in the City's financial health and practices and provide transparent access to all financial data.

Group members will review and discuss the quarterly financial reports and the current year's revenue and expenditure projections. Many discussions will involve philosophical and strategic issues which impact the budget. Ultimately, it is the role of Budget Advisory Group members to take information learned in the meetings back into the community and to bring questions and concerns back for discussion.

### **Functions and Activities:**

Members will:

- Review and discuss information on the City's financial condition.
- Advise on situations of budget exceptions including, but not limited to, shortfalls and/or overages in revenue expenditures.
- Take information learned in the meetings back into the community, and bring questions/concerns from community members to Group meetings for discussion

### **Next Steps to be Discussed at Study Session on March 12, 2019**

At the March 12, 2019 study session, staff will present to the council a summary of the topics and information presented to the Budget Advisory Group and a summary of the feedback that the Budget Advisory Group provided. Staff will then ask the council for input and direction and present to the council a proposal for next steps to take, including engaging professional public outreach and public opinion consultants to provide expanded community engagement and involvement.

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# Routine Items

Routine Item 1 – City Council Minutes  
will be available prior to the meeting.

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**COUNCIL AGENDA**  
March 12, 2019

**TO:** The Honorable Mayor and City Council  
**SUBJECT:** Report of Personnel Transactions

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
<b>1. FULL-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
None			
<b>B. Changes</b>			
None			
<b>C. Separations</b>			
None			
<b>2. PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
James Moniz	Maintenance Trainee I	B	02/25/2019
Sean Southwell	Management Trainee I	B	02/25/2019
<b>B. Changes</b>			
Vandy Doeun	Maintenance Trainee I Maintenance Trainee II	B to B	2/10/2019
Marlon Duenas	Support Services Clerk I Community Services Officer	B to B	02/23/2019
Juan Lomeli	Centre Event Technician Centre Event Specialist	A to B	03/10/2019
<b>C. Separations</b>			
None			

  
Thaddeus McCormack  
City Manager

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**CITY OF LAKEWOOD  
FUND SUMMARY 2/28/19**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 91658 through 91754. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	655,239.07
1020	CABLE TV	958.47
1030	CDBG CURRENT YEAR	2,083.33
1050	COMMUNITY FACILITY	682.40
1336	STATE COPS GRANT	26,125.26
1622	LA CNTY MEASURE M	8,825.77
3001	CAPITAL IMPROV PROJECT FUND	228,355.46
3070	PROPOSITION "C"	104.98
5020	CENTRAL STORES	309.70
5030	FLEET MAINTENANCE	5,507.36
7500	WATER UTILITY FUND	4,988.95
8020	LOCAL REHAB LOAN	3,180.00
8030	TRUST DEPOSIT	4,081.70
		<b>940,442.45</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

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Director of Administrative Services

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
91658	02/28/2019	62243	4IMPRINT	578.23	0.00	578.23
91659	02/28/2019	4842	A T & T CORP	239.53	0.00	239.53
91660	02/28/2019	4640	AMERICAN LEGION POST 496	60.00	0.00	60.00
91661	02/28/2019	4126	AUTOZONE PARTS INC	27.38	0.00	27.38
91662	02/28/2019	5158	BANNER BANK	11,405.00	0.00	11,405.00
91663	02/28/2019	307	CALIF. STATE DISBURSEMENT UNIT	131.62	0.00	131.62
91664	02/28/2019	53983	CALIF STATE FRANCHISE TAX BOARD	1,038.96	0.00	1,038.96
91665	02/28/2019	7500	CENTRAL BASIN MUNICIPAL WATER	1,755.00	0.00	1,755.00
91666	02/28/2019	7600	CENTRAL BASIN WATER ASSN	100.00	0.00	100.00
91667	02/28/2019	40572	CHICAGO TITLE CO	100.00	0.00	100.00
91668	02/28/2019	4519	CRAFCO. INC.	495.65	0.00	495.65
91669	02/28/2019	5194	CUOMO. BIAGIO	97.13	0.00	97.13
91670	02/28/2019	4442	DANIEL'S TIRE SERVICE INC	462.92	0.00	462.92
91671	02/28/2019	57945	DELL MARKETING LP	56,375.15	0.00	56,375.15
91672	02/28/2019	3213	DIRECTV INC	843.13	0.00	843.13
91673	02/28/2019	3199	EDCO WASTE SERVICES LLC	404,828.17	0.00	404,828.17
91674	02/28/2019	51393	EMPLOYMENT DEVELOPMENT DEPT	10,914.00	0.00	10,914.00
91675	02/28/2019	52316	FEDERAL EXPRESS CORP	49.71	0.00	49.71
91676	02/28/2019	3946	FERGUSON ENTERPRISES INC	425.42	0.00	425.42
91677	02/28/2019	3610	FLEMING ENVIRONMENTAL INC	12,240.82	0.00	12,240.82
91678	02/28/2019	5182	FRED ALLEN ENTERPRISES. INC.	443.37	0.00	443.37
91679	02/28/2019	3188	GALLS LLC/OUARTERMASER LLC	151.87	0.00	151.87
91680	02/28/2019	59433	GANAHL LUMBER COMPANY	29.35	0.00	29.35
91681	02/28/2019	4422	GARIBALDO'S NURSERY	98.55	0.00	98.55
91682	02/28/2019	5005	GIEMONT. GREGORY S.	261.00	0.00	261.00
91683	02/28/2019	64215	GOLD COAST AWARDS INC	2,767.85	0.00	2,767.85
91684	02/28/2019	38311	H & H NURSERY	50.59	0.00	50.59
91685	02/28/2019	58838	HANSON AGGREGATES LLC	150.00	0.00	150.00
91686	02/28/2019	65575	HAP'S AUTO PARTS	127.14	0.00	127.14
91687	02/28/2019	35477	HARA M LAWNMOWER CENTER	166.44	0.00	166.44
91688	02/28/2019	42031	HOME DEPOT	888.53	0.00	888.53
91689	02/28/2019	65891	HUMAN SERVICES ASSOCIATION	458.33	0.00	458.33
91690	02/28/2019	4688	HUNTER. JOHN L & ASSOCIATES	572.50	0.00	572.50
91691	02/28/2019	36589	IMMEDIATE MEDICAL CARE	170.00	0.00	170.00
91692	02/28/2019	4622	JHM SUPPLY INC	1,572.43	0.00	1,572.43
91693	02/28/2019	59873	JJS PALOMO'S STEEL INC	16.54	0.00	16.54
91694	02/28/2019	4180	JONES RICHARD D. A PROF LAW CORP	90.00	0.00	90.00
91695	02/28/2019	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
91696	02/28/2019	53365	KENNY'S AUTO SERVICE	141.00	0.00	141.00
91697	02/28/2019	18300	LAKEWOOD CHAMBER OF COMMERCE	2,416.67	0.00	2,416.67
91698	02/28/2019	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,020.00	0.00	2,020.00
91699	02/28/2019	2453	LAKEWOOD EDUCATION FOUNDATION	637.00	0.00	637.00
91700	02/28/2019	53992	YMCA OF GREATER LONG BEACH	70.00	0.00	70.00
91701	02/28/2019	53311	LAKEWOOD MEALS ON WHEELS	1,874.60	0.00	1,874.60

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

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91702	02/28/2019	69	LAKWOOD PROJECT SHEPHERD	2,445.10	0.00	2,445.10
91703	02/28/2019	18400	LAKWOOD. CITY WATER DEPT	14,885.18	0.00	14,885.18
91704	02/28/2019	43017	LARSEN. DEBRA	85.95	0.00	85.95
91705	02/28/2019	19450	LEAGUE OF CALIFORNIA CITIES	22,016.00	0.00	22,016.00
91706	02/28/2019	4099	LEON'S TRANSMISSION SERVICES INC	3,177.63	0.00	3,177.63
91707	02/28/2019	44733	LIEBERT CASSIDY WHITMORE	148.00	0.00	148.00
91708	02/28/2019	2409	LIFTECH ELEVATOR SERVICES INC	364.00	0.00	364.00
91709	02/28/2019	62156	LOS ANGELES CO SANITATION DISTRICTS	344.97	0.00	344.97
91710	02/28/2019	21600	LOS ANGELES CO SHERIFFS DEPT	63,789.82	0.00	63,789.82
91711	02/28/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	25,062.36	0.00	25,062.36
91712	02/28/2019	4705	MAG-TROL. INC.	228.16	0.00	228.16
91713	02/28/2019	4887	MATHESON TRI-GAS. INC.	56.51	0.00	56.51
91714	02/28/2019	4443	O'REILLY AUTOMOTIVE STORES INC	551.05	8.13	542.92
91715	02/28/2019	4497	PACIFIC COACHWAYS CHARTER SERVICES	762.50	0.00	762.50
91716	02/28/2019	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
91717	02/28/2019	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
91718	02/28/2019	39640	RAYVERN LIGHTING SUPPLY CO INC	51.60	0.00	51.60
91719	02/28/2019	46648	THE RONALD REAGAN PRESIDENTIAL FOUNDATIC	1,296.00	0.00	1,296.00
91720	02/28/2019	52279	SMART & FINAL INC	166.72	0.00	166.72
91721	02/28/2019	26900	SO CALIF SECURITY CENTERS INC	42.16	0.00	42.16
91722	02/28/2019	1737	SOUTHERN COUNTIES LUBRICANTS	418.56	0.00	418.56
91723	02/28/2019	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,302.78	0.00	4,302.78
91724	02/28/2019	5128	SUKUT CONSTRUCTION. LLC	216,695.00	0.00	216,695.00
91725	02/28/2019	5180	SUPERCO SPECIALTY PRODUCTS	806.70	0.00	806.70
91726	02/28/2019	38679	WESTERN EXTERMINATOR COMPANY	1,313.19	0.00	1,313.19
91727	02/28/2019	1676	U S TELEPACIFIC CORP	511.47	0.00	511.47
91728	02/28/2019	1437	U S BANK NATIONAL ASSOCIATION	17,429.54	0.00	17,429.54
91729	02/28/2019	64024	U S POSTAL SERVICE	4,397.98	0.00	4,397.98
91730	02/28/2019	49848	USA BLUE BOOK A DIVISION OF	65.60	0.00	65.60
91731	02/28/2019	64652	CELLCO PARTNERSHIP	3,197.93	0.00	3,197.93
91732	02/28/2019	2416	WAIT. STUART	579.33	0.00	579.33
91733	02/28/2019	17640	WAXIE ENTERPRISES INC	34.07	0.00	34.07
91734	02/28/2019	40925	WEST COAST ARBORISTS INC	11,952.00	0.00	11,952.00
91735	02/28/2019	37745	WESTERN EXTERMINATOR CO	300.50	0.00	300.50
91736	02/28/2019	50058	WHITE HOUSE FLORIST INC	1,500.00	0.00	1,500.00
91737	02/28/2019	512	YMCA OF GREATER LONG BEACH	490.00	0.00	490.00
91738	02/28/2019	3699	ALMAZAN. ELISA	250.00	0.00	250.00
91739	02/28/2019	3699	BOUSARD. NICALA	110.00	0.00	110.00
91740	02/28/2019	3699	CEBALLOS. LAURA	110.00	0.00	110.00
91741	02/28/2019	3699	DINKINS. LA TOSHA	250.00	0.00	250.00
91742	02/28/2019	3699	FENN TERMITE & PEST CONTROL	890.00	0.00	890.00
91743	02/28/2019	3699	HEMPHILL. LAVONNDA	250.00	0.00	250.00
91744	02/28/2019	3699	LAWSONS MARRIAGE FELLOWSHIP	322.00	0.00	322.00
91745	02/28/2019	3699	MALDONADO. MARIA	250.00	0.00	250.00

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

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91746	02/28/2019	3699	MILLAN. JENNIFER	250.00	0.00	250.00
91747	02/28/2019	3699	NEVELS. RENI L.	66.00	0.00	66.00
91748	02/28/2019	3699	OMAR'S GARAGE DOOR	1,235.00	0.00	1,235.00
91749	02/28/2019	3699	PREMIUM TERMITE & PEST CONTROL	955.00	0.00	955.00
91750	02/28/2019	3699	SANCHEZ. YAJAIRA	132.00	0.00	132.00
91751	02/28/2019	3699	TUCKER. KIM	250.00	0.00	250.00
91752	02/28/2019	3699	WILDHABER. JENNIFER	250.00	0.00	250.00
91753	02/28/2019	3699	WILLIAMS. BRIANNA	250.00	0.00	250.00
91754	02/28/2019	3699	WILLIAMS. MICHELLE	250.00	0.00	250.00
<b>Totals:</b>				<b>940,450.58</b>	<b>8.13</b>	<b>940,442.45</b>

**CITY OF LAKEWOOD  
FUND SUMMARY 3/7/19**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 91755 through 91855. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	222,878.24
1020	CABLE TV	318.71
1050	COMMUNITY FACILITY	964.44
1622	LA CNTY MEASURE M	4,517.75
3001	CAPITAL IMPROV PROJECT FUND	446,734.71
3070	PROPOSITION "C"	1,772.01
5010	GRAPHICS AND COPY CENTER	655.14
5020	CENTRAL STORES	5,965.25
5030	FLEET MAINTENANCE	3,196.00
6020	GEOGRAPHIC INFORMATION SYSTEM	415.89
7500	WATER UTILITY FUND	274,791.34
8000	BUS DEV REVOLVING LOAN PROG	73.00
8020	LOCAL REHAB LOAN	46.00
8030	TRUST DEPOSIT	183.88
		<hr/>
		<b>962,512.36</b>

Council Approval

\_\_\_\_\_ Date

\_\_\_\_\_ City Manager

Attest

\_\_\_\_\_ City Clerk

\_\_\_\_\_ Director of Administrative Services

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
91755	03/07/2019	4848	AFFORDABLE GENERATOR SERVICE. INC.	940.00	0.00	940.00
91756	03/07/2019	4189	ALLIED INTERNATIONAL	491.66	0.00	491.66
91757	03/07/2019	51614	AOUATIC DESIGN GROUP	6,630.00	0.00	6,630.00
91758	03/07/2019	4724	ARC DOCUMENT SOLUTIONS. LLC	169.20	0.00	169.20
91759	03/07/2019	4465	ATALLA. IBRAHIM	422.50	0.00	422.50
91760	03/07/2019	443	B&M LAWN AND GARDEN INC	51.61	0.00	51.61
91761	03/07/2019	4790	COMPASS BANK	261,625.53	0.00	261,625.53
91762	03/07/2019	39728	BERK SUSAN	6,000.00	0.00	6,000.00
91763	03/07/2019	66457	BRENNTAG PACIFIC INC	2,161.54	0.00	2,161.54
91764	03/07/2019	5027	CEPEDA. HOLLY	450.00	0.00	450.00
91765	03/07/2019	40572	CHICAGO TITLE CO	111.00	0.00	111.00
91766	03/07/2019	45894	CINTAS CORPORATION	140.97	0.00	140.97
91767	03/07/2019	57070	CITY LIGHT & POWER LKWD INC	104.11	0.00	104.11
91768	03/07/2019	5008	COLOR CARD ADMINISTRATOR CORP.	37.54	0.00	37.54
91769	03/07/2019	51550	CUMMINS CAL PACIFIC LLC	250.83	0.00	250.83
91770	03/07/2019	4348	D&J INTERNATIONAL INC	2,682.75	0.00	2,682.75
91771	03/07/2019	5200	DAHLIN GROUP. INC.	6,660.00	0.00	6,660.00
91772	03/07/2019	4498	DELTA DENTAL INSURANCE COMPANY	1,043.34	0.00	1,043.34
91773	03/07/2019	27200	DICKSON R F CO INC	3,565.00	0.00	3,565.00
91774	03/07/2019	39267	DOG DEALERS INC	18.20	0.00	18.20
91775	03/07/2019	53159	RON BUTH STEPHENY CHAN INC	159.19	0.00	159.19
91776	03/07/2019	4435	ELLIOTT AUTO SUPPLY COMPANY INC	148.65	0.00	148.65
91777	03/07/2019	65038	FED EX OFFICE & PRINT SVCS INC	324.58	0.00	324.58
91778	03/07/2019	52316	FEDERAL EXPRESS CORP	24.97	0.00	24.97
91779	03/07/2019	4884	FRONTIER CALIFORNIA INC.	2,629.97	0.00	2,629.97
91780	03/07/2019	5220	GARCIA. CRYSTAL	300.00	0.00	300.00
91781	03/07/2019	56711	GILLIBRAND P W CO INC	3,126.00	0.00	3,126.00
91782	03/07/2019	34845	GLASBY MAINTENANCE SUPPLY CO	150.78	0.00	150.78
91783	03/07/2019	65575	HAP'S AUTO PARTS	119.87	0.00	119.87
91784	03/07/2019	35477	HARA M LAWNMOWER CENTER	572.54	0.00	572.54
91785	03/07/2019	4801	HEALTHPOINTE MEDICAL GROUP INC.	75.00	0.00	75.00
91786	03/07/2019	4880	HODGE PRODUCTS INC.	262.26	0.00	262.26
91787	03/07/2019	42031	HOME DEPOT	134.91	0.00	134.91
91788	03/07/2019	5219	INDUCTIVE AUTOMATION. LLC	3,058.80	0.00	3,058.80
91789	03/07/2019	4622	JHM SUPPLY INC	400.67	0.00	400.67
91790	03/07/2019	4180	JONES RICHARD D. A PROF LAW CORP	2,764.50	0.00	2,764.50
91791	03/07/2019	4458	KIM. YVONNE	695.20	0.00	695.20
91792	03/07/2019	4939	LAKEWOOD AOUATIC SPORTS CLUB	187.20	0.00	187.20
91793	03/07/2019	59671	WOODWARDS MICHAEL	380.00	0.00	380.00
91794	03/07/2019	18400	LAKEWOOD. CITY WATER DEPT	6,995.82	0.00	6,995.82
91795	03/07/2019	20300	LONG BEACH CITY GAS & WATER DEPT	267.27	0.00	267.27
91796	03/07/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	83.88	0.00	83.88
91797	03/07/2019	58414	MANAGED HEALTH NETWORK	349.03	0.00	349.03
91798	03/07/2019	60839	MARKOPULOS. CYNTHIA	42.25	0.00	42.25

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
91799	03/07/2019	2564	MARSAN TURF & IRRIGATION	2,953.81	0.00	2,953.81
91800	03/07/2019	65773	MAYFLOWER DISTRIBUTING COMPANY	91.81	0.00	91.81
91801	03/07/2019	23130	MC MASTER-CARR SUPPLY CO	107.31	0.00	107.31
91802	03/07/2019	4190	NATIONAL UNION FIRE INSURANCE CO	582.83	0.00	582.83
91803	03/07/2019	4892	NESTLE WATERS NORTH AMERICA	132.15	0.00	132.15
91804	03/07/2019	4443	O'REILLY AUTOMOTIVE STORES INC	928.08	16.93	911.15
91805	03/07/2019	47554	OFFICE DEPOT BUSINESS SVCS	93.10	0.00	93.10
91806	03/07/2019	5019	WGJ ENTERPRISES. INC.	5,805.99	0.00	5,805.99
91807	03/07/2019	66116	PETERSEN. LOUISE	187.20	0.00	187.20
91808	03/07/2019	1615	PFM ASSET MANAGEMENT LLC	3,109.38	0.00	3,109.38
91809	03/07/2019	1919	POLLARD JOSEPH G COMPANY INC	307.45	0.00	307.45
91810	03/07/2019	4866	SCOTT. REBECCA DBA PONY TIME	350.00	0.00	350.00
91811	03/07/2019	77250	PRESCOTT HARDWARE & SHEET	705.17	0.00	705.17
91812	03/07/2019	4902	PROTEL COMMUNICATIONS INC.	299.00	0.00	299.00
91813	03/07/2019	4459	READWRITE EDUCATIONAL SOLUTIONS INC	744.25	0.00	744.25
91814	03/07/2019	4946	REYES CONSTRUCTION. INC.	452,449.70	0.00	452,449.70
91815	03/07/2019	47285	ROTARY CORP	441.51	0.00	441.51
91816	03/07/2019	65297	S.T.E.A.M.	102,001.90	0.00	102,001.90
91817	03/07/2019	5045	SAN JUAN. CLYDE J	234.00	0.00	234.00
91818	03/07/2019	66280	BARRY SANDLER ENTERPRISES	147.55	0.00	147.55
91819	03/07/2019	59218	SIERRA INSTALLATIONS INC	11,055.00	0.00	11,055.00
91820	03/07/2019	5197	SIGNAL HILL AUTO ENTERPRISES INC.	181.66	0.00	181.66
91821	03/07/2019	52279	SMART & FINAL INC	100.32	0.00	100.32
91822	03/07/2019	26900	SO CALIF SECURITY CENTERS INC	33.83	0.00	33.83
91823	03/07/2019	5022	MWB COPY PRODUCTS. INC.	114.98	0.00	114.98
91824	03/07/2019	61543	COMPUTER & PERIPHERALS GROUP	358.40	0.00	358.40
91825	03/07/2019	29400	SOUTHERN CALIFORNIA EDISON CO	22,457.89	0.00	22,457.89
91826	03/07/2019	49529	SPICERS PAPER INC	655.14	0.00	655.14
91827	03/07/2019	37930	STANDARD INSURANCE CO UNIT 22	2,532.80	0.00	2,532.80
91828	03/07/2019	37930	STANDARD INSURANCE CO UNIT 22	8,078.89	0.00	8,078.89
91829	03/07/2019	2995	STRICTLY BACKFLOW INC	450.00	0.00	450.00
91830	03/07/2019	56039	SULLY MILLER	408.48	0.00	408.48
91831	03/07/2019	5180	SUPERCO SPECIALTY PRODUCTS	153.21	0.00	153.21
91832	03/07/2019	52610	SWANK MOTION PICTURES INC	565.00	0.00	565.00
91833	03/07/2019	38679	WESTERN EXTERMINATOR COMPANY	201.65	0.00	201.65
91834	03/07/2019	5137	TECHNISOIL GLOBAL INC.	2,981.03	0.00	2,981.03
91835	03/07/2019	4830	TELECOM LAW FIRM PC	2,350.00	0.00	2,350.00
91836	03/07/2019	4893	TENG. WHEA-FUN	156.00	0.00	156.00
91837	03/07/2019	2372	TGIS CATERING SVCS INC	12,463.66	0.00	12,463.66
91838	03/07/2019	4364	THE RINKS-LAKEWOOD ICE	234.00	0.00	234.00
91839	03/07/2019	4873	TRANSAMERICA LIFE INSURANCE COMPANY	2,254.10	0.00	2,254.10
91840	03/07/2019	60685	TURF STAR	79.84	0.00	79.84
91841	03/07/2019	31800	U S POSTMASTER	235.00	0.00	235.00
91842	03/07/2019	4718	UNITED WATER WORKS INC	224.69	0.00	224.69

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
91843	03/07/2019	3943	WATERLINE TECHNOLOGIES INC	2,013.08	0.00	2,013.08
91844	03/07/2019	17640	WAXIE ENTERPRISES INC	1,428.78	0.00	1,428.78
91845	03/07/2019	62628	WELLS C. PIPELINE MATERIALS	299.55	0.00	299.55
91846	03/07/2019	3699	BROWN. LAMECIA	583.00	0.00	583.00
91847	03/07/2019	3699	CASTILLO. JOY	250.00	0.00	250.00
91848	03/07/2019	3699	CONTRACTORS REGISTERS. INC	25.00	0.00	25.00
91849	03/07/2019	3699	DINH. NICHOLAS	250.00	0.00	250.00
91850	03/07/2019	3699	MABIRE. REBECCA	8.00	0.00	8.00
91851	03/07/2019	3699	METRAN. MAY	250.00	0.00	250.00
91852	03/07/2019	3699	PHAN. THERESA	15.00	0.00	15.00
91853	03/07/2019	3699	VALENZUELA. SUSIE	100.00	0.00	100.00
91854	03/07/2019	3699	WATTS. CYNTHIA	250.00	0.00	250.00
91855	03/07/2019	3699	YAP. MARY	250.00	0.00	250.00
<b>Totals:</b>				<u>962,529.29</u>	<u>16.93</u>	<u>962,512.36</u>

**CITY OF LAKEWOOD  
SUMMARY ACH/WIRE REGISTER FEB 2019**

<b>ACH date</b>	<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>	<b>Period</b>
2/4/19	84,978.97	CalPERS	PERS contribution	Jan 13-26, 2019
2/13/19	6,634.50	Southland C/U	employee savings account	Jan 27-Feb 9, '19
2/13/19	4,788.50	F&A Fed C/U	employee savings account	Jan 27-Feb 9, '19
2/14/19	25,980.48	EDD	State taxes	Jan 27-Feb 9, '19
2/15/19	95,183.94	IRS via F&M	Fed taxes	Jan 27-Feb 9, '19
2/15/19	2,942.56	MidAmerica	ARS aka APPLE	Jan 27-Feb 9, '19
2/15/19	10,707.18	VOYA	VOYA 401(a)	Jan 27-Feb 9, '19
2/15/19	3,425.00	PARS via U.S. Bank	excess stackable plan	Jan 27-Feb 9, '19
2/15/19	5,452.48	PARS via U.S. Bank	stackable plan	Jan 27-Feb 9, '19
2/15/19	25,047.59	VOYA	VOYA 457 & ROTH	Jan 27-Feb 9, '19
2/19/19	86,289.62	CalPERS	PERS contribution	Jan 27-Feb 9, '19
2/22/19	57,989.10	City Light & Power	monthly maint fee	Feb-19
2/26/19	1,070.11	City Light & Power	monthly maint fee	Feb-19
2/28/19	92,775.21	IRS via F&M	Fed taxes	Feb 10-23, 2019
2/28/19	6,634.50	Southland C/U	employee savings account	Feb 10-23, 2019
2/28/19	4,788.50	F&A Fed C/U	employee savings account	Feb 10-23, 2019
2/28/19	25,161.06	EDD	State taxes	Feb 10-23, 2019

Council Appr \_\_\_\_\_

Date

\_\_\_\_\_  
City Manager

Attest \_\_\_\_\_

City Clerk

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Director of Finance & Administrative Services

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## COUNCIL AGENDA

March 12, 2019

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Report of City Council Committees' Activities

### INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committees: Capital Improvement Plan Committee, Budget Advisory Group, Intergovernmental Relations Committee, Park Development Committee and Environmental Management Committee.

### STATEMENT OF FACT

#### **On February 7, the Capital Improvement Plan Committee met and discussed:**

An update was given on ADA improvements. The cost to upgrade city facilities is significant, and an application has been submitted for a loan from JPIA to fund ADA projects in the amount of \$750,000. The work needed to upgrade Palms Park Community Center should be done in conjunction with a renovation of the building and its systems, which would require more time and funding.

The Facilities Condition Assessment (FCA) was discussed; it includes a significant amount of data. The cost of the overall needs for city facilities over 10 years is over \$31 million. Staff has identified four facilities that should be considered with a more holistic, master-planned approach: Bolivar Park, Del Valle Park, Palms Park, and the Nixon Yard. The FCA identified about \$8 million of deferred renewal needs at those facilities, but this is only to bring existing buildings to a good state of repair, with no new uses or features. The improvements needed include replacing the control buildings at Bolivar and Del Valle Parks, and building new facilities at Nixon Yard. The balance of the facilities could benefit from a systematic replacement of various building systems such as electrical systems, HVAC systems, roofs, door and window systems, and more.

A status update was also given on the Rynerson Park project which is nearing completion.

#### **On February 11, the Budget Advisory Group met and discussed:**

This was the last meeting of the Budget Advisory Group. The group was given a summary of previous Budget Advisory Group meetings. It covered the growing gap between revenues and expenditures, the components of the "Lakewood Way," and the causes of the budget deficit (state takeaway of redevelopment, increased payments to state-run retirement system, flattening of

## Council Committees' Activities

March 12, 2019

Page 2

sales tax revenue and deteriorating infrastructure). The group was presented with a historical chart of revenues and expenditures to show that in the past, the city was able to fund infrastructure spending from budget surpluses. Other charts showed the trend lines with the different types of general fund revenues (sales tax, property tax and UUT), and how the sales tax trend over the past 10 years compares with the consumer price index and the stock market. At the same time, cost of doing business expenditures such as contracts, labor and materials are also increasing faster than revenue. The group then revisited \$2 million in cuts that the city has already implemented. The city manager reviewed an analysis of the group's suggestions of cuts from the last meeting. Taken together, those suggested cuts total about \$1.8 million in savings, which is still short of the \$7.5 million that is needed to bridge the structural deficit. The group was also presented with how other cities in the area have dealt with their budget difficulties, with their choices often distilling down to two approaches: option 1 is cutting spending and using reserve funds, and option 2 is initial cuts and then going to voters for revenue enhancement measures. Several case studies were presented with how specific cities dealt with their deficits. Finally, a discussion ensued where group members spoke about their personal thoughts on the deficit and the approach they think the city should take. Several group members spoke about topics to help increase revenue such as mixed-use developments, school receipt reimbursements (to encourage shopping locally) and possible legislative fixes on sales tax allocation. Next step is a City Council Study Session to present to the Council a summary of the four meetings and to discuss the suggestions that the group made.

### **On February 12, the Intergovernmental Relations Committee met and discussed:**

The Legislative Calendar was reviewed with the group noting February 22 as the last day for bills to be introduced, and midnight on June 15 as the day that bills must be passed. Jason Gonsalves, Legislative Advocate, provided an update, by telephone, on issues from Sacramento. He reported that an estimated 1,300 legislative bills will likely be introduced in the first year of the new budget. Mr. Gonsalves noted that Governor Newsom's proposed budget includes additional funding for affordable housing and for homelessness, while transportation funding is threatened. Mr. Gonsalves also reported on issues relating to RHNA, the potential for a new housing-related task force, and the High Speed Rail project.

Other items discussed in the meeting included priority bills such as SB 50 (Wiener) – Planning and Zoning, which would allow developers build multistory apartment complexes in neighborhoods surrounding light rail and transit stations. In addition, single-family areas not near transit could be upzoned to multistoried if those areas are identified as “above median, jobs-rich, good schools areas.”; and H.R. 530, which proposes to repeal recent harmful FCC regulations limiting the ability of local governments to regulate the deployment of 5G wireless infrastructure.

A report on the 2019 Draft Legislative Platform was provided. The group was reminded that the city's legislative platform establishes the work program of this committee and gives city staff marching orders for the year. Staff overhauled the document to better organize the issue topics. A Program Goals and Strategies section that clearly outline the IR staff's direction and work

plan, which includes communication strategies on advocacy, seeking funding and sharing information with stakeholders as necessary was also added to the document.

And lastly, it was announced that CCCA will be hosting its inaugural Los Angeles County Local Advocacy Day on March 14, to meet with members of the Board of Supervisors, department heads, and other county agencies to discuss updates on county issues and county-contract services.

**On Tuesday, February 26, the Park Development Committee met and discussed:**

Lakewood Equestrian Center Request for Proposals (RFP) for Concessionaire.

The report to the Park Development Committee consisted of the following:

1. A slideshow was presented with a brief history and description of staff's progress involved with securing a qualified concessionaire to invest in, improve, operate, and maintain the Lakewood Equestrian Center.
2. An RFP was developed under direction from a consultant and the contents of the RFP were presented to the committee. Within the RFP, a proposed term length and rent was recommended and is noted below:
  - "Original Term" (First 5 Years) - 5% of gross income
  - "Extended Term" (Second 5 Years) - 5% of gross income, plus 3% of gross income set aside for "Capital Improvement Fund"
  - "Two Year Additional Terms" - 7% of gross income, plus 3% of gross income set aside for "Capital Improvement Fund"
3. A timeline for publishing of the RFP and accepting proposals was also presented for approval. The timeline is represented below:

Release of Request for Proposals	Friday, March 1, 2019
Mandatory Bidders site visit tour of existing amenities	Saturday, March 9, 2019 at 11 a.m. or Wednesday, March 13 at 11 a.m.
Submittal deadline for questions from Bidders	Friday, March 15, 2019
Questions and Answers posted to city website	Friday, March 29, 2019
Proposals Due	Monday, April 22, 2019 at 12 p.m.
Staff to review proposals	Week of April 22, 2019
Top 3 Bidders Notified	Monday, April 29, 2019
Interview with top 3 Bidders	Week of May 6, 2019
Finalist Selection and Agreement Negotiations	May/June 2019
Financial Submissions and Final Lease Agreement	July 2019
City Council Award of Lease	August 2019
Tentative New Lease Start Date	Tuesday, October 1, 2019

The Park Development Committee provided staff the following direction:

1. Publish and circulate the presented RFP to the city's web page, known interested proposers and industry circulations as recommended by staff.

**On February 26, the Environmental Management Committee met and discussed:**

In this brief meetings, details of the 2019/2020 residential trash rates were discussed. Because of noticing requirements, the April to April CPI numbers that were used had to be estimated, since they were not available by the time the notices needed to be sent to comply with Prop 218. EDCO has agreed to use the January to January CPI numbers to calculate the rate increase. The April CPI numbers will also be reviewed when they are available, but EDCO has agreed to implement the rate increase based on the lower of the two numbers. The maximum rate increase has been calculated to be 3.3%, or \$0.69 per month which will be used for the notice. The committee approved moving forward with the notice.

**RECOMMENDATION**

It is recommended that the City Council receive and file this report.



Thaddeus McCormack  
City Manager

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## COUNCIL AGENDA

March 12, 2019

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Agreement to Participate in the California Joint Powers Insurance Authority (CJPIA) Americans with Disabilities (ADA) Projects Financing Program

### INTRODUCTION

The City is a member of the CJPIA, who provides various insurance coverages and loss prevention programs to the City. The CJPIA recently introduced a pilot program designed to assist participating member agencies in the financing of needed capital improvements that would specifically fund ADA-related compliance projects.

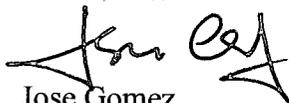
### STATEMENT OF FACT

Given the City's needs and lack of dedicated funding sources for ADA-related projects, Staff applied to participate in the program and the City was subsequently selected. Specifically, the City's proposed project encompasses the modification of ten restroom facilities and access upgrades at various City facilities including the Civic Center buildings and park locations. The proposed loan is for \$750,000 at an interest rate of 2.69%, to be repaid over a five-year period starting in 2020. There is a one-time administration fee of \$5,000, largely used to pay the customary legal fees needed to set up the loan.

As a municipality, the proposed loan mechanism for this program is that of a lease agreement with the CJPIA. It requires the identification of a City property or facility that would serve essentially as collateral by leasing it to the CJPIA, with a lease back to the City. The proposed facility, Biscailuz Park, is among the facilities that will benefit from the program and is in line with the required characteristics. Staff initially considered other City properties (including non-operating locations), however they were determined to be non-functional for this program's purpose. The Lakewood post office facility owned by the City was originally listed as our preferred site. Unfortunately, the existing lease with the U.S. Postal Service made it unfeasible. Nevertheless, it is important to note that the lease agreement has no operational impact on Biscailuz Park.

### STAFF RECOMMENDATION

Staff recommends that the City Council adopt the proposed resolution authorizing the City's participation in the CJPIA ADA Projects Financing Program and execution of all necessary documents.



Jose Gomez  
Director of Administrative Services



Thaddeus McCormack  
City Manager

RESOLUTION NO. 2019-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY ADA FINANCING PROGRAM AND THE FINANCING OF ADA IMPROVEMENTS, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

WHEREAS, the City of Lakewood (the "City") is a member of the California Joint Powers Insurance Authority (the "Authority") and participates in various insurance and loss prevention programs offered by the Authority; and

WHEREAS, one of the programs offered by the Authority involves a review of compliance of various facilities of the City with the Americans with Disabilities Act, the development of an "ADA Transition Plan" to achieve such compliance where appropriate, and a ADA Financing Program (the "ADA Financing Program") to assist in the financing of capital improvements identified in the ADA Transition Plan; and

WHEREAS, the City, with the assistance of the Authority, has developed an ADA Transition Plan and has identified in such plan the capital improvements listed in Exhibit A hereto (the "ADA Improvements") to be constructed and or installed by the City pursuant to the ADA Transition Plan; and

WHEREAS, the City further understands that, because it is an entity subject to the debt limit clause of the California Constitution, its participation in the ADA Financing Program will involve a lease and lease-back of certain real property and improvements thereon owned by the City with a value that is not less than the amount of funds to be advanced by the Authority to the City to finance costs of the ADA Improvements under the ADA Financing Program; and

WHEREAS the City now desires to approve its participation in the ADA Financing Program so that it can finance a portion of the costs of the ADA Improvements; and

WHEREAS, the documents below specified have been filed with the City and the members of the City Council, with the aid of City staff, have reviewed said documents and now desires to approve their execution and delivery by the City.

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves the participation of the City in the Authority's ADA Financing Program in order to obtain funds to pay costs of the ADA Improvements. If funds made available by the Authority are sufficient to complete the ADA Improvements or are otherwise not needed for such purpose, the City Council authorizes City Staff to determine additional ADA Transition Plan improvements and to apply the excess funds to the costs of those improvements or to pay lease payments due under the lease agreement referred to in Section 2(b) below.

SECTION 2. The below-enumerated documents, in the forms on file with the City Council, are hereby approved, and the City Manager of the City is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official upon consultation with counsel to the City:

(a) a site and facility lease, by and between the City, as lessor, and the Authority, as lessee (the "Site and Facility Lease"), pursuant to which the City will lease certain real property and the improvements thereon (the "Property") to the Authority; and

(b) a lease agreement, by and between the Authority and the City (the "Lease Agreement"), pursuant to which the Authority will lease the Property back to the City and pursuant to which the City will agree to make annual lease payments to the Authority.

SECTION 3. The City hereby budgets and appropriates \$750,000 to be used to pay costs of the ADA Improvements, such amount being not less than the amount to be advanced by the Authority as advance rental under the Site and Facility Lease and as identified in Section 3.1 of the Lease Agreement (the "Authority Program Funds"). The City hereby amends, as necessary, the City's capital improvement program to include the costs of the ADA Improvements to be financed with the aforementioned amount and the Authority Program Funds.

SECTION 4. The officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this Resolution and the financing herein authorized.

SECTION 5. This Resolution shall take effect upon its adoption by the City Council.

\* \* \* \* \*

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the City Council of the City at a regular meeting of the City assembled on the 12th day of March, 2019, by the following vote to wit:

	AYES	NAYS	ABSENT
Council Member Piazza	_____	_____	_____
Council Member DuBois	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Wood	_____	_____	_____
Mayor Croft	_____	_____	_____

\_\_\_\_\_  
Steve Croft, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**DESCRIPTION OF AND BUDGET FOR ADA IMPROVEMENTS**

<b>Location</b>	<b>Improvements</b>	<b>Preliminary Budget</b>
Men's and Women's Restroom interior remodel to meet ADA Standards, including but not limited to, exterior doors, replacement of fixtures, relocation of plumbing, towel dispensers/hand dryers, and partitions, as necessary.		
Biscailuz Park	Activity Building	\$75,000
Bolivar Park	Control Building	\$75,000
San Martin Park	Control Building	\$75,000
Del Valle Park	Control Building	\$75,000
Mayfair Park	Exterior Bleacher Bathrooms	\$75,000
Boyar Park - South	Ball Field Restroom	\$50,000
Del Valle Park	Youth Center Building - Lobby Bathrooms	\$50,000
Adjustments to or replacement of Men's and Women's restrooms including, but not limited to, counters, doors, fixtures, towel dispensers/hand dryers, and partitions, as necessary.		
Bloomfield Park	Activity Building	\$50,000
Boyar Park - North	Activity Building	
Mayfair Park	Ball Field Restroom	
Mayfair Park	Todd Community Center Interior Restroom Adjacent to Sierra Room	
Palms Park	Ball Field Restroom	
Parking and Path of Travel Improvements including, but not limited to, demolition and/or construction of curbs, access ramps, parking stalls, sidewalks, and striping to comply with ADA Standards.		
Mayfair Park	Parking Lot	\$125,000
Bloomfield Park	Parking Lot	
Palms Park	Parking Lot	
Boyar Park	North and South Parking Lots	
Del Valle Park	Street parking stall to building	
Bolivar Park	Street parking stall to building	
San Martin Park	Street parking stall to building	
Biscailuz Park	Street parking stall to building	
Remove existing manual entry doors and replace with automatic doors.		
City Hall	West entry doors	\$100,000
Council Wing	Council Chamber Lobby entry doors	
Centre	East Entry Doors	
Total*		\$750,000
<p>*The budget estimates are preliminary and cannot be finalized until plans and specifications are complete, and an architect's estimate can be prepared. The final scope of work will be adjusted to match the available funding once bids or quotes have been received. Should funds remain after completing the original scope of work, the remaining funds will be applied to similar ADA improvements needed at other city facilities. Budgeted costs also include architecture fees, inspection, and testing.</p>		

## **EXHIBIT A**

### **DESCRIPTION OF AND BUDGET FOR ADA IMPROVEMENTS**

Notwithstanding the improvements listed on the preceding page, the City shall have the right to add additional improvements to the ADA Improvements so listed upon submittal by the City to the Authority of a certificate in in which the City (a) describes the additional improvements, (b) provides a budget for the additional improvements, and (c) represents and warrants that the additional improvements are listed in the City's ADA Transition Plan and its approved capital improvement budget in the amounts(s) listed in the budget for the improvements.

Unless the Authority objects in writing to the use of funds described in Section 3.1 of the Lease Agreement for costs of any such identified additional improvements within 10 days of its receipt of the certificate of the City described in the preceding paragraph, this exhibit A shall be deemed to be amended to include the additional improvements as "ADA Improvements" subject to all applicable provisions of the Lease Agreement.

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**LEASE AGREEMENT**

**by and between the**

**CALIFORNIA JOINT POWERS INSURANCE AUTHORITY,  
as Lessor**

**and the**

**CITY OF LAKEWOOD, as Lessee**

**dated as of April 1, 2019**

**relating to the Authority's  
ADA Financing Program**

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## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement"), dated as of April 1, 2019, is by and between the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessor (the "Authority"), and the CITY OF LAKEWOOD, a general law city organized and existing under and by virtue of the laws of the State of California, as lessee (the "City").

### RECITALS:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of April 1, 2019 (the "Site and Facility Lease"), the City has leased that certain parcel of real property situated in Los Angeles County, California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority; and

WHEREAS, the Authority proposes to lease the Property back to the City pursuant to this Lease Agreement; and

WHEREAS, the City and the Authority have agreed to enter into this Lease Agreement providing for Lease Payments with an aggregate principal component in the amount of \$750,000 for the purpose of implementing the financing of capital improvements as set forth in the City's ADA Transition Plan and its capital improvement budget, more particularly identified on Exhibit D to this Lease Agreement, in furtherance of the Authority's ADA Financing Program.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant, agree and bind themselves as follows:

## ARTICLE I

### DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease Agreement.

*“ADA Improvements”* means those certain capital improvements included in the City’s ADA Transition Plan and its approved capital improvement budget, that are identified in Exhibit D hereto.

*“Additional Payments”* means the amounts specified as such in Section 4.3(b) of this Lease Agreement.

*“Applicable Environmental Laws”* means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law (“HWCL”), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act (“HSAA”), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the “Porter-Cologne Act”), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern: (a) the existence, cleanup, and/or remedy of contamination on property; (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination; (c) the control of hazardous wastes; or (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

*“Applicable Law”* means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Applicable Environmental Laws, (iii) applicable seismic building code requirements at the time of construction, and (iv) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

*“Authority”* means the California Joint Powers Insurance Authority, a joint exercise of powers authority, organized and existing under the laws of the State.

*“Authority Representative”* means the Chief Executive Officer or the Assistant Executive Officer of the Authority, or the designee of any such official.

*“Business Day”* means a day on which the City is open for public business.

*“Closing Date”* means the date this Lease Agreement or a memorandum thereof is recorded in the office of the County Recorder of the County.

*“County”* means the County of Los Angeles, California.

*“Event of Default”* means any of the events of default as defined in Section 8.1.

*“Facility”* means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to this Lease Agreement.

*“Fiscal Year”* means each twelve-month period during the Term of this Lease Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the City as its fiscal year period.

*“Governmental Authority”* means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, city or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

*“Hazardous Substance”* means any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

*“Lease Agreement”* means this Lease Agreement, dated as of April 1, 2019, between the Authority and the City.

*“Lease Payment Date”* means April 1 in each year, commencing April 1, 2020, and continuing to and including the date on which the Lease Payments are paid in full.

*“Lease Payments”* means all payments required to be paid by the City under Section 4.3, including any prepayment thereof under Sections 9.1 or 9.2.

*“City”* means the City of Lakewood, a general law city organized and existing under the laws of the State.

*“City Representative”* means the City Manager, Finance Director or Public Works Director of the City.

*“Material Adverse Effect”* means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the City, (b) the ability of the City to carry out its business in the manner conducted as of the date of this Lease Agreement or to meet or perform its obligations under this Lease Agreement on a timely basis, or (c) the validity or enforceability of this Lease Agreement.

*“Material Litigation”* means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any Governmental Authority, (a) if determined adversely to the City, may have a Material Adverse Effect, (b) seek to restrain or enjoin any of the transactions contemplated by this Lease Agreement, or (c) may adversely affect the ability of the City to perform its obligations under this Lease Agreement.

*“Net Proceeds”* means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

*“Permitted Encumbrances”* means \_\_\_\_\_ [list here any encumbrances on the Property in effect on the Closing Date]

*“Property”* means, collectively, the Site and the Facility.

*“Rental Period”* means each period during the Term of the Lease commencing on and including April 2 in each year and extending to and including the next succeeding April 1. The first Rental Period begins on the Closing Date and ends on April 1, 2024.

*“Site”* means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to this Lease Agreement.

*“Site and Facility Lease”* means the Site and Facility Lease, dated as of April 1, 2019, by and between the City, as lessor, and the Authority, as lessee, together with any duly authorized and executed amendments thereto.

*“State”* means the State of California.

*“Term of this Lease Agreement”* or *“Term”* means the time during which this Lease Agreement is in effect, as provided in Section 4.2.

#### Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

## ARTICLE II

### COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the City. The City makes the following covenants, representations and warranties to the Authority as of the date of the execution and delivery of this Lease Agreement:

(a) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease and this Lease Agreement have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms.

(b) *Fee Title*. The City is the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(c) *Hazardous Substances*. The Property is free of all Hazardous Substances, and the City is in full compliance with all Applicable Environmental Laws.

(d) *Flooding Risk*. The Property is not located in a 100-year flood zone and has never been subject to material damage from flooding.

(e) *Value of Property*. The value of the Property (insured value/replacement cost) is not less than \$\_\_\_\_\_.

(f) *Facility*. The Facility complies with all applicable restrictive covenants, zoning ordinances, building laws and other Applicable Laws.

(g) *Encumbrances*. No lien or encumbrance on the Property materially impairs the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held. The Site and Facility Lease and this Lease Agreement are the only leases that encumber the Property.

(h) *ADA Improvements in Transition Plan and Approved CIP Budget*. Each of the ADA Improvements is listed in the City's ADA Transition Plan and its approved capital improvement budget in the amount(s) listed in Exhibit D hereto.

(i) *Proceeds Used for ADA Improvements*. The City will use the funds described in Section 3.1 only for costs of the ADA Improvements; or, if not needed for such purpose, for Lease Payments due under this Lease Agreement

Section 2.2. Covenants, Representations and Warranties of the Authority. The Authority makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Lease Agreement:

(a) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease and this Lease Agreement have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms.

(b) The Authority has reviewed the City's ADA Transition Plan, and approves the amount to be transferred to the City pursuant to Section 3.1 to finance the ADA Improvements.

## ARTICLE III

### DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, the Authority shall cause the amount of \$750,000 to be transferred to the City solely to finance costs of the ADA Improvements; or, if not needed for such purpose, to make the Lease Payments required under this Lease Agreement.

## ARTICLE IV

### LEASE OF PROPERTY; LEASE PAYMENTS

#### Section 4.1. Lease of Property by the Authority Back to the City.

(a) The Authority hereby leases the Property to the City, and the City hereby leases the Property from the Authority, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the City to the Authority pursuant to the Site and Facility Lease shall not affect or result in a merger of the City's subleasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease Agreement commences on the date of recordation of this Lease Agreement or a memorandum hereof and ends on April 1, 2024, or the date on which all of the Lease Payments have been paid in full pursuant to the terms of this Lease Agreement. If on April 1, 2024, the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the City shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the City, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed five (5) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Property or any portion thereof.

#### Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit C; *provided, however*, that if any Lease Payment Date is not a Business Day, such Lease Payment shall be due on the next succeeding Business Day. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period.

The interest component of the Lease Payments from the Closing Date shall be calculated based on an interest rate of 2.69% per annum.

(b) *Additional Payments.* In addition to the Lease Payments set forth herein, the City agrees to pay as Additional Payments all of the following:

(i) all taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Property or upon any interest of the Authority therein or in this Lease Agreement; *provided, however*, the City may, at the City's expense and in its name, in good faith contest any such taxes and assessments and, in the event of such contest, may permit such taxes and assessments to remain unpaid during the period of such contest and appeal therefrom unless the Authority shall notify the City that, in the opinion of counsel to the Authority, by nonpayment of any such items, the interest of the Authority in the Property will be materially endangered or the Property, or any portion

thereof, will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes and assessments or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority; and

(ii) insurance premiums, if any, on all insurance required under the provisions of Article V hereof.

Amounts constituting Additional Payments payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Authority to the City stating the amount of Additional Payments then due and payable and the purpose thereof.

(c) *Effect of Prepayment.* If the City prepays the Lease Payments in part but not in whole under Section 9.1 or 9.2, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(d) *Rate Upon Event of Default.* If the City fails to make any of the payments required in this Section 4.3 for more than ten days after the due date for payment, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay a rate equal to the rates specified in paragraph (a) above, plus 5% from the date of default to the date of payment.

(e) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period, and will be paid by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments due during each Rental Period are not in excess of the fair rental value of the Property during such Rental Periods. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(f) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the City, subject to the provisions of Sections 6.1 and 6.3. The City covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

(g) *Allocation of Lease Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(h) *No Offsets.* Notwithstanding any dispute between the Authority, or Assignee as the Authority's assignee, and the City, the City shall make all Lease Payments when due without

deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease Agreement, the Authority will provide the City with quiet use and enjoyment of the Property and the City will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease Agreement. The Authority will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority and the Assignee have the right to inspect the Property as provided in Section 7.2.

Section 4.5. Title. At all times during the Term of this Lease Agreement, the City shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease Agreement (other than under Section 8.2(b) hereof), all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the City. Upon the payment in full of all Lease Payments allocable to the Property, all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the City. The Authority agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer.

## ARTICLE V

### MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease Agreement.

The City will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City is obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority. The City shall promptly notify the Assignee of any tax, assessment, utility or other charge it elects to contest.

Section 5.2. Modification of Property. The City has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease Agreement. Such additions, modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Recordation Hereof. On or before the Closing Date, the City shall, at its expense, cause this Lease Agreement and the Site and Facility Lease or a memorandum hereof or thereof in form and substance approved by counsel to the Authority, to be recorded in the office of the County Recorder of the County.

Section 5.4. Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall

remain the sole property of the City, in which the Authority has no interest, and may be modified or removed by the City at any time. The City must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.5. Liens. The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Authority do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Authority provides its prior written approval, which approval shall be at Authority's sole discretion. Except as expressly provided in this Article V, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City will reimburse the Authority for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.6. Environmental Covenant. The City will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

Section 5.7. Insurance. At such time, if ever, as the City ceases to procure its liability and casualty insurance through the Authority, the City shall obtain the following insurance:

(a) Public Liability Insurance. The City shall maintain or cause to be maintained from the date it ceases to procure its public liability insurance through the Authority, and throughout the remaining Term of this Lease Agreement, a standard comprehensive general liability insurance policy or policies in protection of the City, the Authority and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Such policy or policies must provide coverage with limits of at least \$1,000,000 per occurrence, \$3,000,000 in the aggregate, for bodily injury and property damage coverage, and excess liability umbrella coverage of at least \$5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Authority. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with Authority's prior written consent, a self-insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

(b) Casualty Insurance. The City will procure and maintain, or cause to be procured and maintained, from the date it ceases to procure its casualty insurance through the Authority and throughout the remaining Term of this Lease Agreement, casualty insurance against loss or damage to all buildings situated on the Property and owned by the City, in an amount at least equal to the greater of the replacement value of the insured

buildings and the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed \$\_\_\_\_\_. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with the Assignee's prior written consent, a self-insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

(c) *Rental Interruption Insurance*. The City will procure and maintain, or cause to be procured and maintained, at any time and from time to time that it does not otherwise have equivalent coverage under its insurance policies with the Authority, and throughout the remaining Term of this Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.7(b), in an amount at least equal to the maximum Lease Payments coming due and payable during any future 12 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the City. The City will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.8. *Advances*. If the City fails to perform any of its obligations under this Article V, the Authority may take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(d).

## ARTICLE VI

### EMINENT DOMAIN; USE OF NET PROCEEDS; ABATEMENT

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a governmental entity threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the City and the Authority such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

#### Section 6.2. Application of Net Proceeds of Insurance.

(a) *From Insurance Award*.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the City in the event of any such damage or destruction shall be deposited by the City promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the City shall determine and notify the Authority in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.2 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid principal component of the Lease Payments.

(iii) In the event the City's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments and other amounts pursuant to Section 9.2 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments, all accrued and unpaid interest, and all other costs related to such prepayments pursuant to Section 9.2 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, evidenced by a certificate signed by a City Representative.

(iv) In the event the City's determination is as set forth in clause (B) of subparagraph (ii) above and the City certifies to the Authority that such repair or replacement can be completed within 24 months, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the City, and until the Property has been restored to its prior condition, the City shall not place any lien or encumbrance on the Property that is senior to this Lease Agreement without the prior written consent of the Authority, at its sole discretion.

(b) *From Eminent Domain Award.* If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the City in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the City has given written notice to the Authority of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the City shall so certify to the Authority, and the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.2 of this Lease Agreement.

(ii) If the City has given written notice to the Authority of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the City shall so certify to the Authority, and the City shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the City has given written notice to the Authority of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement or (B) all of the Property shall have been taken in such eminent domain proceedings, then the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the City may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Authority. Any such determination by the City shall be final.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the City of the Property or any portion thereof to the extent to be agreed upon by the City. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period

commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a certificate executed by a City Representative and delivered to the Authority. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the City waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

## ARTICLE VII

### OTHER COVENANTS OF THE CITY

Section 7.1. Disclaimer of Warranties. THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CITY LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. In no event is the Authority liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement for the existence, furnishing, functioning or use of the Property by the City.

Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry. The City agrees that the Authority, and the Authority's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the City, to enter upon and to examine and inspect (to the extent permitted by law and public policy) the Property or any part thereof. The City further agrees that the Authority, and the Authority's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the City, as may be reasonably necessary to cause the proper maintenance of the Property if the City fails to perform its obligations hereunder. Neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

The City further grants, conveys and confirms to the Authority, for the use, benefit and enjoyment of the Authority, its successors and assigns in interest to the Property, and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease Agreement over, across and under the property of the City adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.3. Release and Indemnification Covenants. The City hereby indemnifies the Authority and its directors, officers, agents, employees, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the City or the City's employees, agents, contractors, invitees or licensees, (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement, (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct or gross negligence under this Lease Agreement by the Authority or its officers, agents, employees, successors or assigns. The indemnification hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease Agreement or the

termination of the Term of this Lease Agreement for any reason. The City and the Authority each agree to promptly give notice to each other of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment and Subleasing by the City. This Lease Agreement may not be assigned, mortgaged, pledged or transferred by the City. The City may sublease the Property, or any portion thereof, with the prior written consent of the Authority, at the Authority's sole discretion, subject to all of the following conditions:

(a) This Lease Agreement and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City, and any sublease shall be subject and subordinate to this Lease Agreement.

(b) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority a true and complete copy of such sublease.

(c) No such sublease by the City may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) Any such sublease shall be subject and subordinate in all respects to the Site and Facility Lease and this Lease Agreement.

Section 7.5 Amendment of Lease Agreement. The City and the Authority may at any time amend or modify any of the provisions of this Lease Agreement, but only by written instrument executed by the Authority and the City.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority. However, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the Authority shall not unreasonably withhold its consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar federal or State act now existing or which may hereafter be enacted.

(d) Any statement, representation or warranty made by the City in or pursuant to this Lease Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default by the City to observe any covenant, condition or agreement on its part to be observed or performed under the Site and Facility Lease.

(f) Any court of competent jurisdiction shall find or rule that the Site and Facility Lease or this Lease Agreement is not valid or binding against the City.

(g) The City abandons any part of the Property.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease Agreement; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; provided, that no termination of this Lease Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Authority does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Property, or, if the Authority is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and /or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Authority or any suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Authority. The City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in the County for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Authority to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The City agrees to surrender and quit possession of the Property upon demand of the Authority for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Authority in excess of the sum of Lease Payments plus costs and expenses incurred by the Authority for its services in re-leasing the Property shall be paid to the City.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease Agreement and re-lease all or any portion of the Property, subject to the Site and Facility Lease. If the Authority terminates this Lease Agreement at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Property by the Authority in any manner whatsoever or the re-leasing of the Property), the City nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Authority from such re-leasing shall be applied by the Authority to Lease Payments due under this Lease Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property, or of the remainder of the Term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site and Facility Lease.* If an Event of Default occurs and continues hereunder, the Authority may exercise its rights under the Site and Facility Lease.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease Agreement defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party (including the Authority) the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

## ARTICLE IX

### PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Optional Prepayment. The City may prepay the principal component of the Lease Payments, at a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium. Upon any such prepayment in part, the Authority shall provide the City with a revised Schedule of Lease Payments taking into account the prepayment.

Section 9.2. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part in such order of prepayment as shall be selected by the City on any date, together with any accrued and unpaid interest, and any other costs related to such prepayment, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.2. The City and the Authority hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the City's obligations under this Section 9.2. Upon any such prepayment in part, the Authority shall provide the City with a revised Schedule of Lease Payments taking into account the prepayment.

## ARTICLE X

### MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City and the Authority may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Authority:	California Joint Powers Insurance Authority 8081 Moody Street La Palma, California 90623 Attention: Assistant Executive Officer
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If to the City:	City of Lakewood 5050 Clark Avenue Lakewood, California 90712 Attention: Finance Director
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Section 10.2. Binding Effect. This Lease Agreement inures to the benefit of and is binding upon the Authority, the City and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease Agreement is a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended to be so or for carrying out the expressed intention of this Lease Agreement.

Section 10.6. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease Agreement is governed by and construed in accordance with the laws of the State.

Section 10.8. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Lease Agreement.

[Remainder of page intentionally left blank, signature pages to follow.]

IN WITNESS WHEREOF, the Authority and the City have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

CALIFORNIA JOINT POWERS  
INSURANCE AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LAKEWOOD

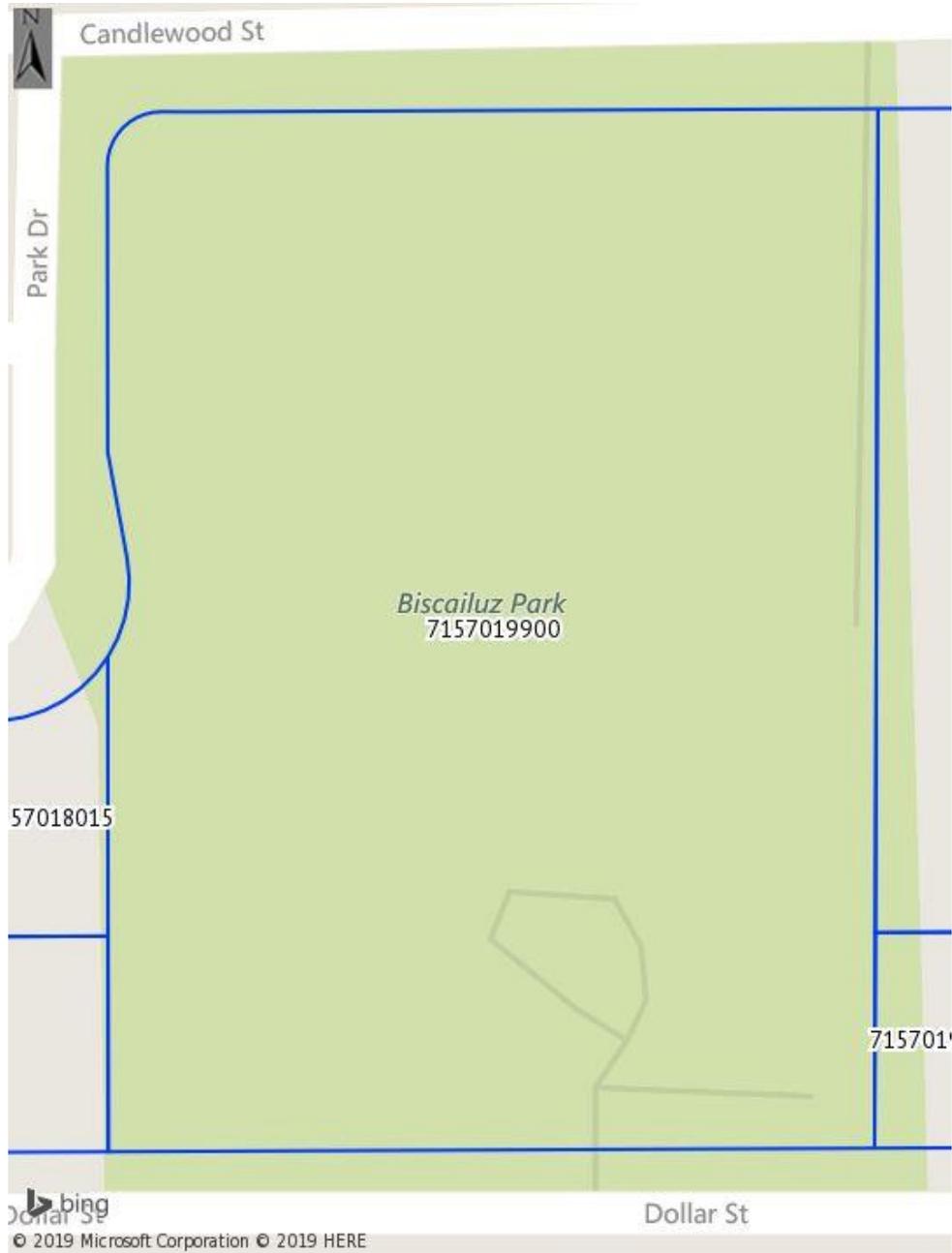
By: \_\_\_\_\_

Thaddeus McCormack,  
City Manager

03086.02

**EXHIBIT A**  
**DESCRIPTION OF THE SITE**

All that certain real property situated in Los Angeles County, California, described as follows:  
APN Parcel Number : 7157-019-900 - 3.9 acre parcel known as Biscailuz Park, located at 2601 Dollar Street in the City of Lakewood.



**EXHIBIT B**  
**DESCRIPTION OF THE FACILITY**

The Facility consists of a 2,411 SF Community building with activity room, office and restrooms, a picnic shelter, play area, game courts, and ballfield, originally built in 1960.



## EXHIBIT C

### SCHEDULE OF LEASE PAYMENTS

<u>Lease Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Lease Payment</u>
April 1, 2020	\$ 143,091	\$ 20,310	\$ 163,401
April 1, 2021	146,941	16,460	163,401
April 1, 2022	150,893	12,508	163,401
April 1, 2023	154,952	8,449	163,401
April 1, 2024	159,123	4,278	163,401

All Lease Payments are to be made by wire transfer on or before the due date by the Lessee to the Lessor using the following wire instructions (unless and until the Lessor provides written notice to the Lessee of different wire instructions):

ABA Routing Number: 121000248

For Credit to Account Number: 4121172332

Account Holder Name: California Joint Powers Insurance Authority

Address of Account Holder: 8081 Moody Street, La Palma, CA 90623

**EXHIBIT D**

**DESCRIPTION OF AND BUDGET FOR ADA IMPROVEMENTS**

<b>Location</b>	<b>Improvements</b>	<b>Preliminary Budget</b>
Men's and Women's Restroom interior remodel to meet ADA Standards, including but not limited to, exterior doors, replacement of fixtures, relocation of plumbing, towel dispensers/hand dryers, and partitions, as necessary.		
Biscailuz Park	Activity Building	\$75,000
Bolivar Park	Control Building	\$75,000
San Martin Park	Control Building	\$75,000
Del Valle Park	Control Building	\$75,000
Mayfair Park	Exterior Bleacher Bathrooms	\$75,000
Boyar Park - South	Ball Field Restroom	\$50,000
Del Valle Park	Youth Center Building - Lobby Bathrooms	\$50,000
Adjustments to or replacement of Men's and Women's restrooms including, but not limited to, counters, doors, fixtures, towel dispensers/hand dryers, and partitions, as necessary.		
Bloomfield Park	Activity Building	\$50,000
Boyar Park - North	Activity Building	
Mayfair Park	Ball Field Restroom	
Mayfair Park	Todd Community Center Interior Restroom Adjacent to Sierra Room	
Palms Park	Ball Field Restroom	
Parking and Path of Travel Improvements including, but not limited to, demoltion and/or construction of curbs, access ramps, parking stalls, sidewalks, and striping to comply with ADA Standards.		
Mayfair Park	Parking Lot	\$125,000
Bloomfield Park	Parking Lot	
Palms Park	Parking Lot	
Boyar Park	North and South Parking Lots	
Del Valle Park	Street parking stall to building	
Bolivar Park	Street parking stall to building	
San Martin Park	Street parking stall to building	
Biscailuz Park	Street parking stall to building	
Remove existing manual entry doors and replace with automatic doors.		
City Hall	West entry doors	\$100,000
Council Wing	Council Chamber Lobby entry doors	
Centre	East Entry Doors	
<b>Total*</b>		<b>\$750,000</b>
<p>*The budget estimates are preliminary and cannot be finalized until plans and specifications are complete, and an architect's estimate can be prepared. The final scope of work will be adjusted to match the available funding once bids or quotes have been received. Should funds remain after completing the original scope of work, the remaining funds will be applied to similar ADA improvements needed at other city facilities. Budgeted costs also include architecture fees, inspection, and testing.</p>		

## **EXHIBIT D**

### **DESCRIPTION OF AND BUDGET FOR ADA IMPROVEMENTS**

Notwithstanding the improvements listed on the preceding page, the City shall have the right to add additional improvements to the ADA Improvements so listed upon submittal by the City to the Authority of a certificate in which the City (a) describes the additional improvements, (b) provides a budget for the additional improvements, and (c) represents and warrants that the additional improvements are listed in the City's ADA Transition Plan and its approved capital improvement budget in the amounts(s) listed in the budget for the improvements.

Unless the Authority objects in writing to the use of funds described in Section 3.1 for costs of any such identified additional improvements within 10 days of its receipt of the certificate of the City described in the preceding paragraph, this exhibit D shall be deemed to be amended to include the additional improvements as "ADA Improvements" subject to all applicable provisions of this Lease Agreement.

**AFTER RECORDATION PLEASE RETURN TO:**

Quint & Thimmig LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726  
Attention: Paul J. Thimmig, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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**SITE AND FACILITY LEASE**

**by and between the**

**CITY OF LAKEWOOD, as Lessor**

**and the**

**CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, as Lessee**

**Dated as of April 1, 2019**

**relating to the Authority's  
ADA Financing Program**

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## SITE AND FACILITY LEASE

This SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of April 1, 2020, is by and between the CITY OF LAKEWOOD, a general law city organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor, and the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, a joint exercise of powers agency organized and existing under and by virtue of the laws of the State of California (the "Authority"), as lessee.

### RECITALS:

WHEREAS, pursuant to this Site and Facility Lease, the City proposes to lease that certain parcel of real property situated in Los Angeles County, California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of financing capital improvements identified in the City's ADA Transition Plan and identified in Exhibit D to the Lease Agreement referred to in the following Recital (the "ADA Improvements"), in furtherance of the Authority's ADA Financing Program; and

WHEREAS, the Authority proposes to lease the Property back to the City pursuant to that certain Lease Agreement, dated as of April 1, 2020 (the "Lease Agreement"), between the Authority and the City.

### AGREEMENT:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The City hereby leases to the Authority and the Authority hereby leases from the City, on the terms and conditions hereinafter set forth, the Property.

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of the County of Los Angeles, California, and shall end on April 1, 2024, unless such term is extended or sooner terminated as hereinafter provided. If, on April 1, 2024, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease Agreement, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but in no event later than April 1, 2029. If, prior to April 1, 2024, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The City agrees to lease the Property to the Authority in consideration of the payment by the Authority of an advance rental payment of \$750,000.

Section 5. Purpose. The Authority shall use the Property solely for the purpose of leasing the Property to the City pursuant to the Lease Agreement and for such purposes as may be

incidental thereto; *provided, however*, that in the event of default by the City under the Lease Agreement, the Authority and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. City Representations and Certifications. The City hereby certifies and represents, warrants, covenants, agrees and acknowledges as follows:

(a) The City is the owner of fee of the Property.

(b) To the best of the City's knowledge, the City knows of no event which would, currently or with the passage of time or giving of notice, or both, constitute a default by the City under the terms of this Site and Facility Lease or under the terms of the Lease Agreement.

(c) The City has not currently encumbered its fee interest in the Property to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments, except for this Site and Facility Lease and the Lease Agreement which is being recorded concurrently herewith and Permitted Encumbrances (as defined in the Lease Agreement).

(d) The City acknowledges and hereby consents to the Lease Agreement.

(e) Upon the Event of Default under the Lease Agreement, the City will standstill and allow the Authority to pursue any and all remedies available to the Authority under either this Site and Facility Lease or the Lease Agreement.

(f) Except for the rental payment referenced in Section 4, no additional rent is or will be due under this Site and Facility Lease by the Authority through the term of this Site and Facility Lease and the Authority has satisfied all of its obligations under this Site and Facility Lease.

(g) The City acknowledges that this Site and Facility Lease cannot be terminated by the City for any reason, except according to Section 3.

Section 7. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Authority may not assign its rights under this Site and Facility Lease without the written consent of the City. If the City is in default under the Lease Agreement, the Authority (including its successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 8. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Authority agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the City.

Section 10. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which

default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the City shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the City will continue to pay the Lease Payments to the Authority.

In the event of the occurrence of an Event of Default under the Lease Agreement or a breach or default of the certifications and representations, warranties and covenants of the City contained in Section 6, the Authority may (i) exercise the remedies provided in the Lease Agreement, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 11. Quiet Enjoyment. The Authority, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Authority are solely liabilities of the Authority and the City hereby releases each and every Boardmember, director, officer, employee and agent of the Authority of and from any personal or individual liability under this Site and Facility Lease. No Boardmember, director, officer, employee or agent of the Authority shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Authority hereunder.

Section 13. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Property or the Authority's interest in the Property created by this Site and Facility Lease (including both land and improvements) will be paid by the City in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to the Authority or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the City. The City hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Authority in and to the Property through the eminent domain powers of the City. However, the City hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the City with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments, the interest component of Lease Payments accrued to the date of payment of all Lease Payments and any premium due with respect to the prepayment of Lease Payments under the Lease Agreement.

Section 15. Use of the Proceeds. The City and the Authority hereby agree that the lease to the Authority of the City's right and interest in the Property pursuant to Section 2 serves the public purposes of the City in assisting in the financing of the costs of the ADA Improvements.

Section 16. Attorneys' Fees, Costs and Expenses. In any civil action or proceeding arising from or relating to this Site and Facility Lease or a party's performance under this Site and Facility Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses,

including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

Section 17. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 18. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in Section 10.1 of the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 19. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the City and the Authority and their respective successors and assigns.

Section 20. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 21. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 22. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 23. No Merger. Neither this Site and Facility Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the City to the Property under this Site and Facility Lease and the City's leasehold interest therein under the Lease Agreement.

Section 24. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank, signature pages to follow.]

IN WITNESS WHEREOF, the City and the Authority have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CALIFORNIA JOINT POWERS  
INSURANCE AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LAKEWOOD

By: \_\_\_\_\_

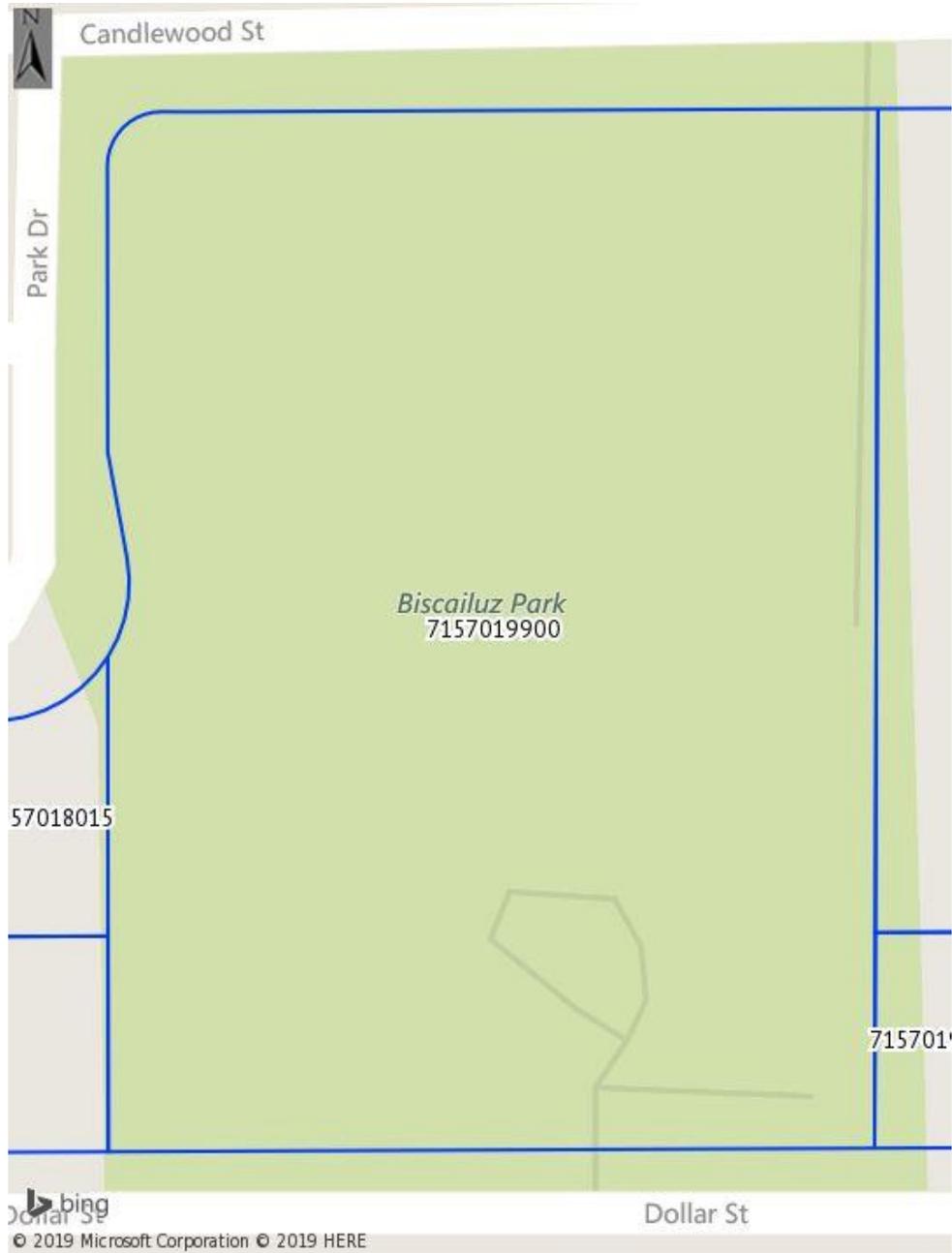
Thaddeus McCormack,  
City Manager

03086.02

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

**EXHIBIT A**  
**DESCRIPTION OF THE SITE**

All that certain real property situated in Los Angeles County, California, described as follows:  
APN Parcel Number : 7157-019-900 - 3.9 acre parcel known as Biscailuz Park, located at 2601 Dollar Street in the City of Lakewood.



**EXHIBIT B**  
**DESCRIPTION OF THE FACILITY**

The Facility consists of a 2,411 SF Community building with activity room, office and restrooms, a picnic shelter, play area, game courts, and ballfield, originally built in 1960.



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**COUNCIL AGENDA**

March 12, 2019

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Proposition A Transit Fund Exchange and Assignment Agreement

**INTRODUCTION**

As in past years, the City of Lakewood has surplus Proposition A (Prop A) Transit Funds that exceed current operational needs and may be exchanged for General Fund monies. Conversely, the City of West Hollywood has transit-related needs beyond its available fund allocation and has expressed interest in acquiring Prop A funds from the City of Lakewood.

**STATEMENT OF FACTS**

Since 2010, the City has exchanged surplus Prop A funds annually with various cities in the region. In recent years, the exchange has been with the cities of Manhattan Beach and West Hollywood.

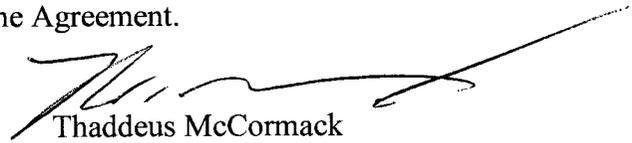
The City of Lakewood receives approximately \$1.5 million annually in Prop A funds. The City of West Hollywood is requesting an exchange of \$1 million in accumulated Prop A funds for \$750,000 of their General Fund monies. Therefore, the exchange would be at \$.75 of General Fund monies for every one dollar in Prop A funds. This rate is consistent with that of other exchanges in the county.

**STAFF RECOMMENDATION**

It is recommended that the City Council approve the Proposition A Transit Fund Exchange and Assignment Agreement with the City of West Hollywood, and authorize the City Manager and Director of Administrative Services to execute the Agreement.



Jose Gomez  
Director of Administrative Services



Thaddeus McCormack  
City Manager

ASSIGNMENT AGREEMENT  
PROP A LOCAL RETURN FUND EXCHANGE

This Assignment Agreement is made and entered into this 4th day of March, 2019, by the City of West Hollywood, California and the 12th day of March, 2019 by the City of Lakewood, California with respect to the following facts:

A. The City of West Hollywood provides two community shuttles, demand-response services as well as bus pass and taxi subsidies to serve people with disabilities and the general public. Given the grave traffic congestion and parking problems of the City, West Hollywood is committed to reducing auto dependency by providing alternative modes of transportation. Adequate Proposition A Local Return funding for transit services are not available given the limited amount of West Hollywood's Local Return allocation and the needs of other priority transit projects in the City.

B. The City of Lakewood has uncommitted Proposition A Local Return funds which could be made available to West Hollywood to assist in providing the services discussed in Paragraph A of this Agreement. In exchange for the assignment by West Hollywood of the amount of its general funds indicated in Section 1 below, the City of Lakewood is willing to assign uncommitted Proposition A Local Return funds to West Hollywood for the purpose identified in Paragraph A.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. The City of Lakewood agrees to assign a total of \$1,000,000 of its Proposition A Local Return funds to West Hollywood. \$271,787 of this total is from Fiscal Year 2018-2019. The balance of \$728,213 are funds allocated from the 2017-2018 Fiscal Year. In return, West Hollywood agrees to assign \$750,000 of its general funds to the City of Lakewood. The exchange rate is \$.75/\$1.00.
2. Consideration. The City of Lakewood shall assign the agreed upon Proposition A Local Return funds to West Hollywood in one lump-sum payment. West Hollywood shall assign the agreed upon general funds to the City of Lakewood in one lump-sum payment. The payment shall be due and payable upon execution of this Agreement, and upon approval by Los Angeles County Metropolitan Transportation Authority (LACMTA) of the City of West Hollywood's project description. Each payment shall be based on the exchange rate in accordance with the exchange rate described in paragraph 1.
3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

Assignment Agreement

City of West Hollywood Approval: March 4, 2019

City of Lakewood Approval: March 12, 2019

4. Termination. Termination of this Agreement may be made by either party so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination.

5. Notice Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

A. Thaddeus McCormack  
City Manager  
City of Lakewood  
5050 Clark Ave.  
Lakewood, CA 90712

B. Paul Arevalo  
City Manager  
City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069

6. Assurances

A. West Hollywood shall use the assigned Proposition A Local Return funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in LAC Metro's Proposition A Local Return Program Guidelines.

B. Concurrently with the execution of this Agreement, West Hollywood shall provide LAC Metro with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition A funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return funds.

Assignment Agreement  
City of West Hollywood Approval: March 4, 2019  
City of Lakewood Approval: March 12, 2019

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the City of West Hollywood on March 4, 2019 and by the CITY OF Lakewood on March 12, 2019.

CITY OF Lakewood

CITY OF WEST HOLLYWOOD

BY  
\_\_\_\_\_  
Jose Gomez, Director of Finance &  
Administrative Services

BY:  
\_\_\_\_\_  
David Wilson, Director of Finance  
and Technology Services

BY:  
\_\_\_\_\_  
Thaddeus McCormack , City Manager

BY:  
\_\_\_\_\_  
Paul Arevalo, City Manager

ATTEST:

\_\_\_\_\_  
Jo Mayberry, City Clerk

BY:  
\_\_\_\_\_  
Yvonne Quarker, City Clerk

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**COUNCIL AGENDA**

March 12, 2019

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Purchase One 2019 Ford Super Duty F-550 with Crane and Service Body

**INTRODUCTION**

The Director of Water Resources has requested the purchase of one replacement service truck for its departmental operations. The new truck, with crane and service body, will replace Unit #734 in the department's Distribution Division. The current truck is 24 years old and has over 112,000 miles. It has exceeded its service life and a replacement is necessary. An appropriation in the amount of \$145,000 for a replacement vehicle is included in the FY 2018-19 Adopted Budget.

The current truck will be sent to auction after the new one is received.

**STATEMENT OF FACT**

The Purchasing Officer solicited bids for a 2019 Ford Super Duty F-550 with crane and service body based on specifications provided by the Fleet Manager and the Water Distribution Staff. Staff posted the required legal notices and distributed the bid packages to eight potential bidders. Three responses were received by the established deadline.

On March 4, 2019, the Purchasing Officer, in the presence of the City Clerk, opened three sealed responses. The Purchasing Officer, the Fleet Manager, and the Water Distribution Supervisor reviewed the three bids to determine that specifications had been successfully met and the bid totals were accurate.

Following is a summary of the bids. The bid totals include sales tax and all other charges.

- |                  |              |
|------------------|--------------|
| 1. Fairway Ford  | \$139,068.93 |
| 2. Fritts Ford   | \$140,680.68 |
| 3. Frontier Ford | \$153,118.50 |

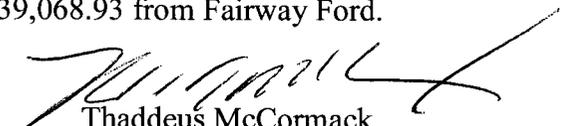
The responsible and responsive low bidder meeting specifications is Fairway Ford of Placentia, CA. With a bid of \$139,068.93, it is \$5,931.07 less than the \$145,000 budgeted amount.

**STAFF RECOMMENDATION**

It is recommended that the City Council authorize the purchase of one 2019 Ford Super Duty F-550 with crane and service body at the contract price of \$139,068.93 from Fairway Ford.



Jose Gomez  
Director of Administrative Services



Thaddeus McCormack  
City Manager

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**TO:** The Honorable Mayor and City Council

**SUBJECT:** Community Safety Commission Recommendations – Disabled Person Parking

**INTRODUCTION**

The Community Safety Commission met on February 4 and March 4, 2019 to consider various community safety matters that included the consideration of requests for the removal of disabled person parking spaces at 2413 Del Amo Boulevard and at 3847 Ashworth Street, as well as the consideration of a request for the installation of a disabled person parking space at 5403 Clark Avenue.

**STATEMENT OF FACT**

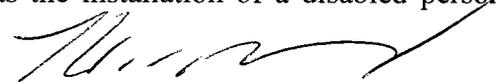
The Public Works Department received requests for the removal of the disabled person parking spaces at 2413 Del Amo Boulevard and at 3847 Ashworth Street. Staff verified that the disabled persons who obtained the disabled person parking spaces no longer resided at the addresses. Therefore, the parking restrictions should be removed. The Community Safety Commission, at their regular meetings on February 4 and March 4, 2019, approved recommending removal.

The Public Works Department received a request for a disabled person parking space at 5403 Clark Avenue. The resident stated that he has a difficult time finding parking around his home and also requested that the space be installed on Camerino Street, which is on the south side of his address. Staff monitored the location and determined that parking was usually limited. The Community Safety Commission, at their regular meeting on February 4, 2019, approved recommending installation.

**RECOMMENDATION**

The Community Safety Commission recommends that the City Council adopt the attached resolutions authorizing the removals of disabled person designated parking spaces at 2413 Del Amo Boulevard and at 3847 Ashworth Street, as well as the installation of a disabled person designated parking space at 5403 Clark Avenue.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2019-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RESCINDING RESOLUTIONS ESTABLISHING PHYSICALLY HANDICAPPED PERSONS DESIGNATED PARKING SPACES WITHIN THE CITY OF LAKEWOOD

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. Resolution No. 2015-67 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING DISABLED PERSON DESIGNATED PARKING ON THE NORTH SIDE OF DEL AMO BOULEVARD WITHIN THE CITY OF LAKEWOOD

is hereby rescinded.

SECTION 2. Resolution No. 2016-69 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING DISABLED PERSON DESIGNATED PARKING ON THE NORTH SIDE OF ASHWORTH STREET WITHIN THE CITY OF LAKEWOOD

is hereby rescinded.

SECTION 3. This resolution has been adopted pursuant to a Community Safety Commission recommendation.

ADOPTED AND APPROVED this 12th day of March, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 2019-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ESTABLISHING DISABLED PERSON  
DESIGNATED PARKING ON THE NORTH SIDE OF  
CAMERINO STREET WITHIN THE CITY OF LAKEWOOD

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. This Resolution is enacted pursuant to Section 21458 and 22507 of the Vehicle Code of the State of California, and Section 3250.2 of the Lakewood Municipal Code.

SECTION 2. Disabled person designated parking is hereby established on the north side of Camerino Street, beginning forty (40) feet west of the west curb line of Clark Avenue, continuing west for a distance of twenty (20) feet within the City of Lakewood. No vehicle shall stop, stand or park in said parking restriction unless displaying a special identification license plate or placard issued by the Department of Motor Vehicles pursuant to Section 22511.55 of the California Vehicle Code.

SECTION 3. This resolution shall be effective as long as said restriction is painted and posted in accordance with the requirements of Vehicle Code Section 22511.7 of the California Vehicle Code. In addition, this resolution shall be in effect only as long as Alan Foss, a physically disabled person, occupies the house at 5403 Clark Avenue.

SECTION 4. This resolution has been adopted pursuant to a Community Safety Commission recommendation.

ADOPTED AND APPROVED this 12th day of March, 2019.

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Mayor

ATTEST:

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City Clerk

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**TO:** The Honorable Mayor and City Council

**SUBJECT:** Rejection of Bids for Public Works Project No. 2017-06R  
Entry Gate Improvements to the Existing Equestrian Center

**INTRODUCTION**

On February 4, 2019 the City Clerk received two bids for the Entry Gate Improvements to the Existing Equestrian Center project. All bids were in excess of what Staff expected.

**STATEMENT OF FACT**

Five contractors qualified to bid this project by attending a mandatory pre-bid conference; all five contractors purchased plans and specifications, and two submitted bid proposals. A bid summary is below:

RANK	BIDDER	BID AMOUNT
1	Minco Construction	\$110,528
2	Excel Paving Co.	\$132,231

Both bids were substantially higher than staff expectations. Due to this, staff recommends all bids be rejected, and that the project be re-designed and re-bid.

**SUMMARY**

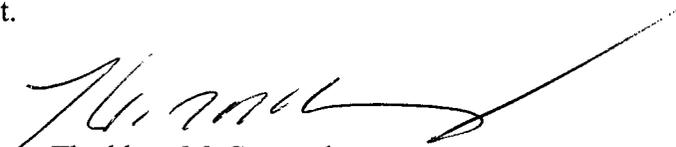
Bids have been received on Public Works Contract 17-06R. Staff recommends rejection of all bids, and rebid of the revised project.

**RECOMMENDATION**

Staff recommends that the City Council:

- (1) Reject all bids received for Public Works Contract 17-06R.
- (2) Authorize staff to revise and rebid the project.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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**TO:** The Honorable Mayor and City Council

**SUBJECT:** Notice of Completion – Public Works Contract 18-04R  
Sanitary Sewer Lateral at Rynerson Park

**INTRODUCTION**

First Class Plumbing Co., the Contractor on Public Works Contract 18-04R, has completed work which consisted of the installation of a below grade sewer line and related improvements at the existing Rynerson Park, Lakewood California

**STATEMENT OF FACT**

On September 11, 2018 Council awarded Public Works Contract 2018-04R to First Class Plumbing Co. in the amount of \$230,710. Six (6) change orders (COs) were negotiated throughout the construction period resulting in a final contract amount of \$222,857.66. The extra cost change orders are the result of changes to the design including an invert elevation depth change, adding COTGs (clean out to grade) and gas traps, and minor re-routing of the sewer line. A credit in the amount of \$30,058.73 was provided to the City for the deletion of the landscaping and turf repair. The scope of work for the landscape and turf repair will be completed by City Staff. The net amount deducted from the contract was \$7,852.34.

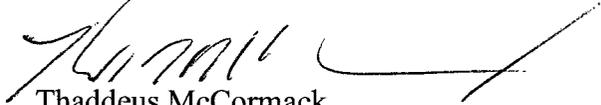
The contract was substantially completed in November 2018. Completion of punch list items were delayed until after the Rynerson Improvements contractor Fleming Environmental could finish their own scope of work and leave the area. Since that time First Class Plumbing Co.'s staff has addressed all items on a limited punch list.

**RECOMMENDATION**

It is the recommendation of Staff that the City Council:

- (1) Accept the work performed by First Class Plumbing Co. in a final contract amount of \$222,857.66, and authorize the City Clerk to file the Notice of Completion for Public Works Contract 2018-04R.
- (2) Ratify Change Order Nos. 1-6 in the net deduction of \$7,852.34 to Public Works Contract 2018-04R.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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## COUNCIL AGENDA

March 12, 2019

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Authorize Amendment No. 6 to the Agreement with R.F. Dickson for Street Sweeping Services

### INTRODUCTION

The City has contracted with R.F. Dickson Company for street sweeping services since July 1966. On February 28, 2012, Council authorized Amendment No. 5 to Dickson's contract which allowed for a term of five years and four months, as well as two subsequent 5-year term extensions. The initial term expired on June 30, 2017, and the Council authorized the first 5-year term extension on April 25, 2017. One additional term extension remains.

### STATEMENT OF FACT

R. F. Dickson's current street sweeper trucks used in Lakewood are reaching the end of their useful life. They are planning to obtain financing to purchase two new 2019 model, technologically advanced, "Near Zero" emission sweeper trucks that use Renewable Natural Gas, a non-fossil fuel from landfill gas. These sweeper trucks cost about \$400,000 each. In order to secure the necessary financing, they have requested that the City Council approve an amendment to their existing agreement that would add another five-year term extension. If approved, the city could grant five-year extensions in July 2022 and July 2027. These extensions would be at the discretion of the city. The contract currently allows the city to cancel the contract for any reason with a 90 day notice at any time within the contract. Approval of the additional 5-year term does not obligate the city to extend the contract into a new term or affect our ability to cancel the contract.

For over 60 years of service, R. F. Dickson Company has been an integral part of the group of Lakewood service contracts. They have maintained a reputation as an efficient, responsible service provider. R. F. Dickson has demonstrated their understanding of Lakewood's commitment to outstanding customer service and always strives to put the customer first. R.F. Dickson's ability to adapt to the changing needs of the City has become a valued asset over the years.

Over their many years of service to Lakewood, Dickson has worked closely with staff to change their fleet to clean air vehicles, as well as implement the City-wide street sweeping posting program. In addition, during difficult economic times, they have waived their contractually allowed CPI increase. For these reasons, staff recommends that Council approve Amendment No. 6. The current term would expire on June 30, 2022, and then two extensions through June 30, 2032 would remain under Amendment No. 6.

Authorize Amendment No. 6 to the Agreement with R.F. Dickson for Street Sweeping Services  
March 12, 2019  
Page 2 of 2

**RECOMMENDATION**

Staff recommends that the City Council authorize Contract Amendment No. 6 that would add a third 5-year term extension to the existing Street Sweeping Contract.



Lisa Ann Rapp  
Director of Public Works



Thaddeus McCormack  
City Manager

CITY OF LAKEWOOD  
STREET SWEEPING CONTRACT  
AMENDMENT NO. 6

THIS AGREEMENT, made and entered into this 12th day of March 12, 2019, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "CITY", and R. F. DICKSON, INC., 12524 Columbia Way, Downey, California, a corporation, hereinafter referred to as "Contractor",

WITNESSETH:

That, in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

It is understood and agreed that this is an amendment to the agreement entitled "STREET SWEEPING CONTRACT" made and entered into on the 26<sup>th</sup> day of August 1997, as amended, by and between the parties and that said STREET SWEEPING CONTRACT of August 26, 1997, as amended, is hereby reaffirmed in all other aspects. In the event of any conflict between the terms and provisions of Amendment No. 5 and said STREET SWEEPING CONTRACT of August 26, 1997, as amended, this amendment shall prevail.

Paragraph 1 of the STREET SWEEPING CONTRACT shall be deleted and replaced with the following:

1. TERM OF CONTRACT

This contract shall be for a period of five (5) years and four (4) months commencing on the 1st day of March, 2012 and ending on the 30<sup>th</sup> day of June, 2017, unless sooner terminated as hereinafter provided. The contract may be extended for ~~(2) two additional~~ (3) *additional* (5) five-year terms at the option of both parties.

EXECUTED by the parties hereto the day and year first above written.

\_\_\_\_\_  
Steven L. Dickson, President

\_\_\_\_\_  
Mayor

Approved as to form:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

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# Public Hearings

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Award of Bid for Public Works Project No. 2019-01  
Plaza Improvements to the Existing Centre at Sycamore Plaza

**INTRODUCTION**

On March 4, 2019 the City Clerk received three bids for the Plaza Improvements to the Existing Centre at Sycamore Plaza project. The scope of work includes the demolition of the “urban stream” and “Pillars of the Community”, and includes hardscape improvements to the plaza in the front of the Centre. The work generally consists of site demolition and site improvements including earthwork, concrete hardscape, and other related improvements required by the contract documents.

**STATEMENT OF FACT**

Seven contractors qualified to bid this project by attending a mandatory pre-bid conference; six contractors purchased plans and specifications, and three submitted bid proposals. A bid summary is below:

<b>RANK</b>	<b>BIDDER</b>	<b>BID AMOUNT</b>
1	Fleming Environmental Inc.	\$89,900
2	Asphalt Fabric & Engineering, Inc.	\$119,200
3	Optima RPM, Inc.	\$210,000

The lowest responsible bidder is Fleming Environmental in the bid amount of \$89,900. Staff has verified with the State Contractors License Board that Fleming Environmental is properly licensed for the work. References contacted by staff provided favorable comments on the quality of their work and they have completed similar installations for various public facilities. In addition, Fleming is the contractor who is presently finishing the improvements at Rynerson Park, and staff has firsthand knowledge of the high quality of their work and excellent cooperation.

There are adequate funds in the Centre Improvements budget to complete the full scope of contract work, and to cover a 20% contingency during installation. The slightly larger contingency is requested because there could be unknowns regarding plumbing and electrical that may need to be addressed.

**SUMMARY**

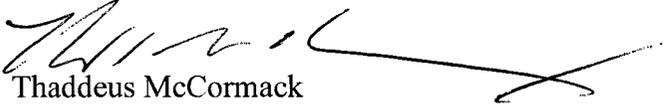
Bids have been received on Public Works Contract 19-01. Staff recommends the contract be awarded to the lowest responsible bidder, Fleming Environmental and that \$18,000 in project funds be authorized for contingency purposes.

**RECOMMENDATION**

Staff recommends that the City Council:

- (1) Adopt the plans, specifications, and working details for the subject project.
- (2) Award a contract for the “Plaza Improvements to the Existing Centre at Sycamore Plaza”, Public Works Contract 2019-01, in the amount of \$89,900 to the low bidder Fleming Environmental and authorize the Mayor to sign the contract in a form approved by the City Attorney.
- (3) Authorize staff to approve a cumulative total of change orders, as necessary not to exceed \$18,000.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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*Housing  
Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 2/28/19**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 357 through 357. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	18,000.00
		<hr/>
		<b>18,000.00</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Director of Administrative Services

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
SUMMARY CHECK REGISTER**

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
357	02/28/2019	5217	MARIA GUADALUPE VAZQUEZ AND	18,000.00	0.00	18,000.00
<b>Totals:</b>				<u>18,000.00</u>	<u>0.00</u>	<u>18,000.00</u>

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 3/7/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 358 through 358. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	3,020.00
		<hr/>
		<b>3,020.00</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

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Director of Administrative Services

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
SUMMARY CHECK REGISTER**

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
358	03/07/2019	2177	SINDAHA SAMIR	3,020.00	0.00	3,020.00
<b>Totals:</b>				<u>3,020.00</u>	<u>0.00</u>	<u>3,020.00</u>